

COMISION NACIONAL DE ACTIVIDADES ESPACIALES

INTERNATIONAL PUBLIC TENDER 2/18

**For the acquisition of carbon fiber (YARN) for the
construction of COPV (Composite Overwrapped
Pressure Vessel) pressure tanks for the TRONADOR II
Project.**

OPENING: May 15th, 2018 (11:00 a.m.)

VALUE OF THE BID SPECIFICATIONS \$ 300.-

SUPPLY UNIT

**751, Paseo Colon Ave. 3rd floor - Capital Federal
Ph: 54-11-4331-0074 ext. 5272
(magarcia@conae.gov.ar)**



International Public Tender 2/18

OPENING:

May 15th, 2018 (11:00 a.m.)

This Provisions and Conditions Form is composed of:

1. PARTICULAR PROVISIONS AND CONDITIONS FORMPage 3
2. GENERAL TERMS AND BIDDING CONDITIONS FOR THE CONTRACTING OF GOODS AND SERVICES OF THE NATIONAL GOVERNMENT, approved by Provision 63-E/2016Page 15
3. ANNEX I. QUOTE FORMPage 33
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PARTICULAR PROVISIONS AND CONDITIONS FORM

Name of Contracting Agency	Comisión Nacional de Actividades Espaciales (CONAE), independent agency acting within the scope of the MINISTRY OF SCIENCE, TECHNOLOGY AND PRODUCTIVE INNOVATION
Presidente del Directorio de la CONAE	Dr. Lino Barañao
Vicepresidente del Directorio de la CONAE	Lic. Agustín Campero
Director Ejecutivo y Técnico de la CONAE	Dr. Conrado Varotto

SELECTING PROCEDURE

Type: INTERNATIONAL PUBLIC TENDER	N° 2	Fiscal year: 2018
Class: INTERNATIONAL SINGLE STAGE		
Method: NO METHOD		
File N°: 514/17		
Commercial category: SPARES		
Contract subject: For the acquisition of carbon fiber (YARN) for the construction of COPV (Composite Overwrapped Pressure Vessel) pressure tanks for the TRONADOR II Project.		
Cost of form: THREE HUNDRED PESOS (\$300,00)		

SUBMISSION OF OFFERS/BIDS

Venue/Address	Opening Time and Date
<i>Unidad de Abastecimiento</i> CONAE 751, Paseo Colon Ave. 3rd Floor, C.A.B.A. Ph: 011 4331-0074 u_abaste@conae.gov.ar	Bids shall be submitted on a closed envelope, from 10 am to 4 pm and up to 11 am of day May 15 th , 2018. Tag the envelope with the data of the selection procedure, date and opening time and name of the bidder.

OPENING ACT

Venue/Address	Date and Time
<i>Unidad de Abastecimiento</i> CONAE 751, Paseo Colon Ave. 3rd Floor, C.A.B.A.	The tender will be opened on May 15th, 2018, at 11:00 AM.



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TECHNICAL SPECIFICATIONS

Line	Quantity	U.M.	Description
1	600	Kilograms	YARN carbon fiber Product type: Yarn Type of carbon fiber: TORAYCA T800SC Minimum resistance of Yarn: 5.880 ksi. Yarn filament quantity: 24K. Twist: Never Twisted. Sizing compatibility: Epoxy Delivery with quality control certificates.

NOTE:

- Goods must be brand-new and delivered with the original factory packaging.

NOTE 2:

-Warranty: Twelve (12) months, counted from the date on which the goods have been definitively received.

NOTE 3:

- Delivery Address:

* Centro Espacial Pipinas, Ruta 36 Km 190 (Cruce de rutas 36 y 11), Paraje Capetinas, Partido de Punta Indio, Provincia de Buenos Aires, Argentina

* For offers made under EXW, FOB or CIF: Factory, Airport of origin, Ezeiza airport (Argentina) respectively.

NOTE 4:

Variant offers are NOT allowed.



SPECIAL BIDDING TERMS AND CONDITIONS

GLOSSARY

CONAE: NATIONAL AGENCY FOR SPATIAL ACTIVITIES. Contracting Agency.

BIDDER: It is the natural or legal person offering the bid in this procurement.

AWARDEE: It is the natural or legal person awardee of the procurement, through administrative act by competent authority.

COCONTRACTING PARTY: It is the natural or legal person that has been notified about the purchase order.

SUPPLY UNIT: It is the CONAE's Supply Unit. Operative Unit of Procurements of said Commission.

ARTICLE 1 - BIDDERS

1.1. Bidders should be companies recognized in the commercial branch subject of this Tender Form, and must be registered to trade in the goods to be purchased, pursuant to the laws in force in the country where they are based.

1.2 Bidders shall comply with the registration and updating in the STATE SUPPLIERS INFORMATION SYSTEM (SIPRO) managed by the National Contracting Office of the SECRETARIAT OF ADMINISTRATIVE MODERNISATION under the MINISTRY OF MODERNISATION by means of the procedure approved by Provision 64- E/2016.

1.3. Where the bidder is a foreign supplier, he shall submit true copy of the application form at the tax entity of the country of origin or equivalent proof.

1.4. The foreign bidder and awardee shall be excepted from the obligation of registration in the System of suppliers information, however the foreign bidder must be pre-registered, see Artículo N° 1, of the manual SIPRO, Provision 64-E/2016.

ARTICLE 2 – OBTAINING THE PARTICULAR PROVISIONS AND CONDITIONS FORM

The applicants interested in submitting a bid for this selection procedure shall be able to choose among some of the following options to obtain the particular provisions and conditions form:

2.1. Personally, with a cost of THREE HUNDRED PESOS (\$300,00) at CONAE headquarters in 751, Paseo Colon Ave, 3rd Floor, Purchase Department, Buenos Aires City, Phone 4331-0074, between 10 am and 4 pm.

2.2. Through Internet, at no cost, from the website www.argentinacompra.gov.ar of the NATIONAL CONTRACTING OFFICE of the SECRETARIAT OF ADMINISTRATIVE MODERNISATION under the MINISTRY OF MODERNISATION, or at the following link: www.conae.gov.ar/licitaciones, which is CONAE's website.



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After downloading this Particular Provisions and Conditions Form, an email shall be sent to u_abaste@conae.gov.ar confirming they have obtained the form and communicating the data detailed as follows.

The interested parties that had withdrawn or consulted the Particular Provisions and Conditions Form shall compulsory communicate their name or company name, domicile and email, which shall be recorded and considered as the valid one for the communications performed up to the date of the Opening Act.

ARTICLE 3- ABOUT THE QUESTIONS

3.1. All questions concerning this contracting procedure shall be made in writing to the Contracting Entity, by means of a written letter at the Reception Desk in 751, Paseo Colón Ave, Buenos Aires City between 10 am and 4 pm, or by email sent to the official address of the Contracting Entity (u_abaste@conae.gov.ar)

3.2. All questions shall be made at least THREE (3) business days before the date set for opening the tender envelopes.

3.3. Questions made by phone shall not be accepted, and the Contracting Entity shall not answer questions made after the above-mentioned date.

3.4. CONAE shall be able to elaborate clarifying communications to the Particular Provisions and Conditions Form, ex officio or as a reply to questions, up to TWO (2) days before the fixed date for the opening of envelopes as minimum, as per what has been established in section 50 of the Decree Law N° 1030/16.

ARTICLE 4- CONTENTS OF THE BID

4.1. The bid shall be composed of a clear technical description of the goods and/or services offered which shall meet the requisites set forth in section 13 of the General Bidding Terms and Conditions.

If the bidder does not submit the quote in Spanish, CONAE will translate it into Spanish and this new document shall be considered as the official translation of the quote.

In the event of any differences or disputes concerning the terms and conditions of this Tender or related to the interpretation or the execution of the signed contract, the Spanish version translated by CONAE shall prevail.

4.2. The foreign bidder shall submit the power of attorney of the bid signer, the bylaws of the company and the articles of incorporation duly certified by Notary Public and authorized by the Argentinean Consulate in the country of origin or the corresponding proceeding as per the in force international treaties; among them, the Hague Convention of 1961 about the removal of the requisite about legalization of foreign public documents. The documentation mentioned in this clause shall be demanded only upon the first submission of the bidder on a tender or procurement process initiated by CONAE. Subsequently, it shall only be necessary to attach the corresponding modifications or updates, if any.

4.3. The bidder acting as authorized agent in the country or as distributor of goods to be imported, shall make such condition clear in its bid. People representing the bidder shall submit the documents (minutes of the meetings where the Board of Directors has been appointed, minutes of



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the Board of Directors with distribution of positions, mandates, powers of attorney) evidencing their faculties to oblige the bidder, celebrate every act and sign the necessary documents even the selection, unless said information is duly updated in the SYSTEM OF INFORMATION ABOUT SUPPLIERS (SIPRO).

Certifications and Legalizations: Every photocopied document shall be certified by Notary Public and where the demanded documentation has been submitted as a simple photocopy, this Commission shall be able to request the original documents for further collation.

ARTICLE 5.- TERM OF OFFER/BID VALIDITY

5.1. Bidder shall maintain the bid, as a minimum, for the term of SIXTY (60) running days as of the date of the bid submittal.

5.2. The term of the offer validity shall be extended automatically for a period equal to the initial term and so on, with the exception that the bidder expressly states his intention of not renewing the term of the validity with at least TEN (10) running days in advance on the expiration date of each term. In this case, it shall be without execution of the bid bond.

5.3. In case the bidder should state that they shall not keep the offer valid without fulfilling the terms agreed in the proposal, they shall be excluded from the procedure, thereby executing the offer validity warranty, and informing such failure to the NATIONAL CONTRACTING OFFICE.

ARTICLE 6- ALTERNATIVE OFFER/BID

6.1. Apart from the base bids, bidders shall be able to submit alternative bids.

Decree N° 1030/2016. ARTICLE 56.- "...An alternative bid is that which meeting/fulfilling all technical specifications of the foreseen benefits in the tender form and particular conditions, provides different technical solutions thus there may exist different prices for the same product or service..."

6.2. CONAE shall be able to choose any of the two or more submitted bids, since every one of them compete with the ones submitted by the other bidders.

ARTICLE 7- VARIANT OFFER/BID

7.1. Apart from the base bid, bidders shall be able to submit variant bids only where these bidding terms and conditions expressly accept those in the technical specifications.

Decree N° 1030/2016. ARTICLE 57.- "...A variable bid is that which modifying technical specifications of the foreseen benefits in the tender form and particular conditions, provides a solution with an improvement which could not be possible if it had to be strictly fulfilled/met..."

7.2. The jurisdiction or contracting entity shall only compare the base bid of the different bidders and shall only consider the variant bid of the bidder holding the most convenient base bid.

ARTICLE 8 - SAMPLES

Where the submission of samples is required in the technical specifications, the term to accompany those shall be the date and hour fixed for the reception of the bid.



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ARTICLE 9- QUOTE

The financial bid shall be submitted within the QUOTE FORM (ANNEX I) that is part of these bidding terms and conditions.

It shall include a real unit price, in numbers, with reference to the measurement unit established in this section.

9.1. The quotes for national products shall be made in PESOS, with VAT including the percentage of the tax rate applied.

9.2. The quotes for foreign products, nationalized by the bidder, can be made in PESOS or AMERICAN DOLLARS, with VAT including the percentage of the tax rate applied.

9.3. The quotes for the products to be imported and which shall be nationalized by the contracting entity, shall be made in the currency of the country of the product, under FOB, EXW or CIF (INCOTERMS UPC-600 of the CCI), indistinctly. For CIF offers, the FOB value, the freight and insurance shall be segregated, in order to be compared with the offers made under FOB condition. For EXW offers, CONAE shall request its freight forwarder a quote, in order to enable said comparison.

Bidders acting as authorized representatives in the country or the distributors of goods to be imported, shall make such condition clear in their bid and what is set forth in clause 16.3 of this bidding terms and conditions shall apply.

CONAE is included in the Import Regime for inputs of scientific and technological research - Law 25.613 - by which it is exempted from the payment of import duties and other taxes. Nevertheless, the convenience of the proposal of a given moment given both by the economic conditions offered, as well as the opportunity and the particular need of the Organization for each case.

THE QUOTED PRICE SHALL BE THE FINAL PRICE THAT THE AGENCY SHOULD PAY FOR ALL CONCEPT.

ARTICLE 10 –BID BOND

10.1. The bidders shall submit along with the bid, a bid bond equal to FIVE PERCENT (5%) of the total value of the bid, constituted in some of the forms established in section 39 of the General Bidding Terms and Conditions.

In case of quoting with discounts, alternative or variant bids, the warranty shall be calculated based on the higher amount proposed.

10.2. Bid bond shall not be submitted for the cases expressly mentioned in section 40 of the General Bidding Terms and Conditions.

ARTICLE 11 - EVALUATION AND AWARDING

11.1. The evaluation of offers shall be done to the total number of them. CONAE is not obligated to award the bid hereof to any of the bidders.

11.2. CONAE, according to the most convenient combination or option, reserves the right to award this contracting procedure based on a complete bid, a bid by line or group of lines.



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11.3. For price comparison of bids submitted in different currencies, the comparison shall be made taking into account the current bank selling rate of the BANCO DE LA NACION ARGENTINA at the closing rate before opening of the envelopes.

11.4. In all cases in which an error is detected in the quoted total amounts, either by line, group of rows or by the total total of the offer, the quoted unit price will be taken as valid.

ARTICLE 12- PLACE TO DELIVER THE GOODS

12.1. For the bids of national products or nationalized ones by the bidder, delivery must be done in: Centro Espacial Pipinas, Ruta 36 Km 190 (Cruce de rutas 36 y 11), Paraje Capetinas, Partido de Punta Indio, Provincia de Buenos Aires, Argentina.

12.2. For bids made EXW, delivery shall be made at factory, delivery of FOB bids shall be made in port or airport of origin and CIF bids shall be delivered in Destination Port or Airport.

ARTICLE 13- LEAD TIME TO DELIVER THE GOODS

13.1. Bid shall indicate the shortest lead time possible, expressed in running days. Lead time shall be considered immediate when it does not surpass the 5 (five) running days from the working day next to the date of Purchase Order receipt.

13.2. Lead time shall run from the 3 running days after communication of the purchase order availability or after its pick up from the Purchase Department, whichever comes first.

13.3. For procurements under Ex- Works, FOB or CIF condition, lead time shall run from the opening of the letter of credit, after receiving the bank transfer or after 3 running days of having received the purchase order.

13.4. – According to the provisions of article 102, section c), paragraph 1 of the regulations approved by Decree Number 1030/16, the bidder arising as awardee and not fulfilling with stated delivery terms in the bid would be subject to fine of ZERO POINT ZERO FIVE PERCENT (0.05%) of the value that has been met out of term for each working day of delay

ARTICLE 14 – REQUISITES FOR GOODS BOUGHT ABROAD BY CONAE

14.1. – Previous to the shipping of goods in their country of origin:

- CONAE must confirm the Commercial Invoice of the items to be shipped: such shall be evaluated according with the pro-form invoice sent.
- Packing list in Spanish or in English, with details of the supply, weight and measure of bulks. Brochures and Technical Specifications of the supply shall be required whenever it may be necessary; besides at request of the Customs Agent named by CONAE, all the necessary certificates required by Argentine Customs shall have to be presented under seller's responsibility such as: material, brand, origin, etc.
- Pictures of bulks and pictures of the goods inside the boxes, if possible.
- In cases where the Technical Specifications require processes and quality certificates, registry of exemption, as applicable technical condition, its fulfillment shall be necessary and inexcusable condition for shipping and later reception in agreement with the supply.
- In cases indicated by the Technical Specifications: refrigeration at Customs. Chamber temperature, during the whole journey and by any means of transport.



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Special requisites for the load delivery.

- In case of dangerous load, submission of DATA SHEET shall be compulsory at the moment of the delivery of goods.
- Special requisites for the handling of goods during delivery and storage.
- In case of failing to duly present the documentation in agreement with CONAE, dispatch shall not be authorized, being the Bidder responsible for any delay or lack of compliance with the terms.

14.2. The supplier shall wait for the instructions given by CONAE to proceed to the effective delivery of the supply to the appointed forwarder. Delivering the cargo without CONAE's authorization will mean a breach of contract and the supplier should reimburse the damages caused, from the moment of the delivery to the appointed agent. In the same way, the Supplier should reimburse CONAE, if the former decides, without counting on CONAE's instructions, to load the Supply through third party agents, airlines or shipping companies.

14.3. Elements sent to be consumed in Argentine Republic (definitive Import), and/or elements which should be re-exported from this country (Temporary Import), should be packed in separate packages, a Commercial Invoice should be prepared for each type of destination: definitive or temporary, and separate shipments should be made (one for the Definitive Import and other for the Temporary Import).

14.4. – The supplier will pack Goods so that they do not get damaged in transit to the final destination indicated in the Purchase Order. The packaging should be suitable to resist, with no limitations, rough and careless handling in transit and exposure to extreme temperatures, salt and rains in transit or during storage at open places. The size and weight of the packaging will be taken into account depending on the distance of the final destination of the supply and the lack of loading and unloading heavy equipment in all the stops until the final destination.

The wood destined to the manufacture of containers or other elements used in the stowage of cargo of International commerce, should be subject to the International Standards for Phytosanitary Measures 15 (ISPMs) established guidelines of the Food and Agriculture Organization of the United Nations.

14.5. CONAE will supervise the fulfillment of the technical specifications for certain packages or means of transport, authorizing or rejecting the delivery in the forwarder assigned for this purpose.

ARTICLE 15 – TERM FOR THE FINAL ACCEPTANCE OF GOODS AND/OR SERVICES

15.1. For technical or logistics reasons, CONAE could accept the reception of goods in a term of no more than THIRTY (30) calendar days starting from the first working day following the delivery of the good or service.

15.2. If it is necessary, CONAE will carry out inspections, so as to verify if the specifications agree with those in the contract. The Technical Specifications will state which are the inspections and tests required by CONAE, and the place to be carried out.



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15.3. The inspections and tests could be carried out in the Supplier facilities, where the delivery takes place and/or in the final destination of the Goods and/or Services, in agreement with the Technical Specifications. When they were carried out in the Supplier facilities, all the reasonable assistance will be offered free of charge to the representatives of CONAE, even for the blueprints and data about production.

15.4. For the performance of civil works, installation works or any other performance that entail a probation period, either by service performance, by latent defects or any other condition meriting a mature time of the good purchased or contracted, the reception shall be conditional pursuant to the terms fixed for each case in the Particular Bidding Terms and Conditions without modifying the constitution of the bond/warranty within the terms or modalities according to each case.

ARTICLE 16- INVOICING

16.1. Invoices shall be issued once received the conformity of the definite receipt of the goods or services subject matter of the contract.

The compliance with the definite reception shall be issued within the term of THIRTY (30) days after reception of goods or services subject matter of the contract, as per what is set forth in section 44 of the General Bidding Terms and Conditions.

16.2. They shall be submitted at 751 Paseo Colon Ave, Reception Desk, C.A.B.A between 10 am and 4 pm. Electronic invoices shall be submitted to the following email: mesadeentradas@conae.gov.ar.

16.3. Suppliers shall detail in the invoices: Purchase Order number, line, item and any other information necessary for the correct identification and individualization of the expenditure at issue.

16.4. Since CONAE is a withholding agent of the Value added tax as well as the income tax, where the awardees are excepted from those withholdings, they shall submit along with the invoice all the documents crediting that exemption; otherwise CONAE in due time shall proceed to perform the withholdings that may correspond for such concepts.

ARTICLE 17- PAYMENT METHOD AND CURRENCY

17.1. In case the contract is awarded to a bid submitted in PESOS (\$), the payment shall be made to the awardee in the same currency and by means of a wire transfer within 45 working days as from granting the invoice compliance, pursuant to the regulation of the Tesorería General de la Nación (Federal Treasury).

17.2. In case the contract is awarded to a nationalised bid in foreign currency, payment shall be made to the awardee in PESOS and by means of a wire transfer within 45 working days as from granting the invoice compliance, pursuant to the regulation of the Tesorería General de la Nación (Federal Treasury) and at the bank selling rate of the BANCO DE LA NACION ARGENTINA in force at the moment of the corresponding bank crediting.

BANK ACCOUNT INFORMATION. For the purposes of receiving the payment for the goods delivered or the services rendered, awardees shall inform their bank account number in national



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currency, either current or savings account, which shall be open to any of the banks integrated to the system, authorized to operate as payment agents, listed below:

1. BANCO DE GALICIA y BS. AS. S.A.
2. BANCO DE LA NACIÓN ARGENTINA
3. BANCO DE LA PROVINCIA DE BS. AS.
4. BBVA BANCO FRANCES S.A.
5. BANCO CIUDAD DE BS. AS.
6. BANCO PATAGONIA S.A.
7. BANCO SAN JUAN S.A.
8. BANCO SANTANDER RIO S.A.
9. HSBC BANK ARGENTINA S.A.
10. BANCO CREDICOOP COOPERATIVO LIMITADO
11. BANCO MACRO S.A.
12. NUEVO BANCO DEL CHACO S.A.
13. NUEVO BANCO SANTA FE S.A.
14. BANCO SUPERVIELLE S.A.
15. BANCO HIPOTECARIO S.A.
16. CITI BANK N.A.
17. BANCO DE VALORES S.A.
18. BANCO PROVINCIA TIERRA DEL FUEGO
19. BANCO TUCUMÁN S.A.
20. NUEVO BANCO DE ENTRE RÍOS S.A.
21. BANCO DEL CHUBUT S.A.
22. BANCO PROVINCIA DEL NEUQUÉN S.A.
23. BANCO ITAÚ ARGENTINA S.A.
24. BANCO INDUSTRIAL Y COMERCIAL DE CHINA (ICBC)
25. BANCO DE FORMOSA S.A.
26. BANCO CÓRDOBA S.A.

Since Treasury payments are made by a credit operation in the bank account informed by the supplier, meeting this requirement is necessary for receiving the corresponding payments.

Beneficiary registration. Awardees shall submit the following forms, duly completed, within the term set for such purpose:

- ANNEX I to the Attached Regulation N° 12/06 issued by the GENERAL ACCOUNTING AGENCY (CONTADURÍA GENERAL DE LA NACIÓN) and 5/06 by the TESORERÍA GENERAL DE LA NACIÓN - BENEFICIARIOS DE PAGOS. SOLICITUD DE ALTA / MODIFICACIÓN / REACTIVACIÓN – (PAYMENT BENEFICIARIES. APPLICATION FOR REGISTRATION / MODIFICATION / RE-SUBSCRIPTION)-This form shall be completed and attached to the Beneficiary's C.U.I.T. certificate.

-ANNEX to the Attached Regulation N° 37/08 issued by the GENERAL ACCOUNTING AGENCY and 8/2008 by the TESORERÍA GENERAL DE LA NACIÓN- AUTORIZACION DE ACREDITACION DE PAGOS DEL TESORO NACIONAL EN CUENTA BANCARIA



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(AUTHORIZATION FOR TREASURY PAYMENTS CREDIT IN BANK ACCOUNT) – This form shall be completed and certified by the bank's authority where the account has been opened.

17.3 For offers of products to be imported submitted under Article 9.3 of these Bidding Terms and Conditions, payment shall be made by means of some of the international drafts (irrevocable letter of credit or wire transfer). The payment currency shall be the same as included in the bid.

The aforementioned letter of credit shall be confirmed by any foreign branch of the Banco de la Nación Argentina, or otherwise by any of the banks having commercial relations with such entity.

17.4. CONAE will be entitled to assess other payment proposals offered by the bidders, but will not be obliged to accept it.

ARTICLE 18.- ANTICORRUPTION CLAUSE

It shall be a cause for the rejection without further delay of the proposal or bid in any stage of the procedure or the lawfully rescission of the contract the delivery or offer of money or any other gift in order to:

- a) make government employees or officials with competence referred to a tender or contract do or stop doing something related to their functions.
- b) use the influence of his position against another government employee or official with the described competence, in order to make these do or stop doing something related to their functions.
- c) any person assert his relationship or influence over a government employee or official with the competence described, in order to make these do or stop doing something related to their functions.

The ones that have committed such acts in the interest of the contracting party, directly or indirectly shall be considered active subjects of this behavior; whether as agents, managers, partners, trustees, principals, elements, employees, employee under contract, business managers, statutory auditors or any other individual or legal person.

The consequences of these wrongful conducts shall take place even if they were attempted committed.

ARTICLE 19.- CONFIDENTIALITY CLAUSE

Applicants and potential bidders shall use the technical information that CONAE included in the provisions and conditions of the Tender Form hereby, as well as any information that it might eventually have access to when the contract is performed, in order to submit their quote and to comply with the respective contractual obligations, exclusively, and said information shall not be used with other intentions that are not in line with those stated in the call for bids.

The mere fact of having access, through any of the different formal legal means established, to the technical content listed on the bid, implies plain acknowledgement of the fact that the National Commission for Space Activities (CONAE) of the Republic of Argentina is the sole proprietor of every right applicable to and derived from the technical information thereof.



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ARTICLE 20.- APPLICABLE JURISDICTION

Any potential discrepancy arising from the present contracting procedure shall be settled at the corresponding Contentious-Administrative Federal Court, from the Ciudad Autónoma de Buenos Aires, renouncing to any other venue or jurisdiction that might apply.



UNIQUE BIDDING DOCUMENT OF GENERAL TERMS AND CONDITIONS OF THE CONTRACTING REGIME OF THE NATIONAL ADMINISTRATION

SECTION 1°.- LEGAL REGIME OF CONTRACTS. The contracts included in the regulation approved by Decree N° 1030/16 shall be governed, as regards their drafting, awarding, effects and termination, by Delegated Decree N° 1023/01 and its amendments and additions thereto, by the aforementioned regulation and by the provisions duly included, by the document of terms and conditions, by the contract, agreement, purchase or sale order, as appropriate, without prejudice of the direct application of provisions in Title III of Law N° 19,549 and its amendments as appropriate.

Additionally, the rest of the legal administrative norms will be applied and, alternatively, the norms of private law will be applied by analogy.

SECTION 2°.- PRIORITY ORDER. All documents governing the bid, as well as those included in the contract, shall be deemed as reciprocally explanatory. In case of disagreements, the following priority order shall be respected:

- a) Delegated Decree N° 1023/01 and its amendments and additions.
- b) The provisions of the regulation approved by Decree N° 1030/16.
- c) The norms set forth as a consequence of the aforementioned regulation.
- d) The procedures manual of the National Administration Contracting Regulations issued by the CONTRACTING NATIONAL AGENCY or the provisions issued by the National Agency as ruling body.
- e) The Unique Bidding Document of General Terms and Conditions.
- f) The special bidding document of special terms and conditions applicable.
- g) The offer.
- h) The samples that might be attached
- i) Awarding.
- j) Purchase order, sale order, or the contract, as appropriate.

SECTION 3°.- COUNTING OF DEADLINES. All deadlines set forth in the present bidding document shall be counted in working days, unless otherwise expressly stated by such document.

SECTION 4°.- VIEW OF THE PROCEEDINGS. Every person who certifies any interest may be able to view the file including the selection procedure, except for the documents protected by confidentiality norms or declared as classified or secret by the governing authority.

View of the proceedings shall not be granted, during the period of offer evaluation, as from the referral of the file to the Evaluating Commission up to the notice of evaluation decision.

SECTION 5°.- APPEALS. Those appeals against administrative acts regarding the selection procedures shall be governed by provisions in Law N° 19.549, its amendments and regulatory norms.



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SECTION 6°.- NOTICES. All notices between the jurisdiction or contracting entity and those interested bidders, awardees or co-contractors, shall be duly performed by any of the following means, indistinctly:

- a) by direct access of the interested party, its attorney or legal representative to the file;
- b) by spontaneous presentation of the interested party, its attorney or legal representative, who are aware of the respective deed;
- c) by certificate, which shall proceed similarly to the provisions set forth in section 138 of the National Civil and Commercial Code of Procedures;
- d) by legal letter;
- e) by other means provided by companies which render the mail service;
- f) by electronic mail;
- g) by publication on the internet site of the CONTRACTING NATIONAL AGENCY, if it is certified in the special document of terms and conditions;
- h) by publication on the internet site of the contracting electronic system run by the National Administration authorized by the CONTRACTING NATIONAL AGENCY.

SECTION 7°.- VIEW AND WITHDRAWAL OF BIDDING DOCUMENTS. Any person shall be authorized to view the Unique Document of General Terms and Conditions, and the documents of special bidding terms and conditions, in the contracting jurisdiction or entity, on the internet site of the CONTRACTING NATIONAL AGENCY or on the site of the contracting electronic system. Likewise, they shall be authorized to withdraw or buy them in the contracting jurisdiction or entity, or download such documents from the web. In case the bidding document had a cost, the paid amount shall not be returned under no circumstances. Upon withdrawal, purchase or downloading of the bidding documents, the interested person shall duly inform name or business name, address, and e-mail address in which all notices shall be sent up to the day of opening of bids.

Either the withdrawal or purchase of bidding documents from the contracting body, or downloading such documents from the web site, shall not be a requisite for bidding, for accepting such bids, nor for contracting. However, those who had not withdrew, purchased or downloaded, shall not be entitled to claim ignorance of the proceedings produced up to the day of opening of bids, and it is under their responsibility to take the necessary steps in order to acquaint themselves of the above mentioned proceedings.

SECTION 8°.- CONSULTATIONS TO THE SPECIAL BIDDING TERMS AND CONDITIONS.

Consultations to the special bidding terms and conditions shall be done in writing at the contracting jurisdiction or entity, or at the place stated in the aforementioned bidding document, or at the institutional e-mail address of the contracting body published in the appropriate call.

Upon consultation of the bidding document, the consulting parties that might not have previously done it, shall obligatory provide their name or business name, address and electronic mail address to which the official notices shall be sent up to the day of opening of bids.

Telephone consultations shall not be accepted and those consultations done after the deadline set forth shall not be answered.



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Consultations may be done at least up to THREE (3) days before the date set for the opening, except that the special bidding terms and conditions stated a different deadline, in case of bidding proceedings or public or private tender, and public auction. In the selection proceedings by abridged analysis or simple award, the contracting jurisdiction or entity shall set forth in the special bidding terms and conditions the deadline for consultation, taking into account the previous term stated in the particular proceeding for submitting the bids or quotation requests.

SECTION 9°.- PRESENTATION OF BIDS. Bids shall be presented at the place and up to the day and time as set forth by the contracting jurisdiction or entity in the call.

SECTION 10°.- EFFECTS OF PRESENTATION OF THE BID. The presentation of the bid shall mean that the bidder fully knows and accepts the norms and provisions governing the selection procedure thereto, and consequently the presentation of signed bidding documents together with the bid shall not be necessary.

SECTION 11°.- UNMODIFICATION OF BID. The possibility of modifying the bid shall conclude upon the presentation deadline, without acceptance of any amendment in the essence of the proposals after such event. If a bidder intended to correct, complete or replace an offer which has already been submitted in the same selection procedure, before the completion of deadline for submitting offers, the last bid submitted in due term shall be deemed valid. If it were not possible to determine which is the last bid duly submitted, all bids presented by such bidder shall be dismissed.

SECTION 12°.- TERM FOR MAINTENANCE OF OFFER. Bidders shall maintain the offers for a term of SIXTY (60) calendar days as of the date of opening, except that the corresponding special bidding terms and conditions set forth a different deadline. The abovementioned term of SIXTY (60), or the term that may be stated in the respective special bidding document, shall be automatically renewed for a term equal to the initial one, or for a term set in the corresponding special bidding document, and so on, except that the bidder expressly claims their interest in not renewing the maintenance term at least TEN (10) calendar days before the completion of each deadline.

The default extension of the offer maintenance term shall not exceed ONE (1) year as of the date of bid opening.

The bidder shall be entitled to express in the offer that the maintenance term shall not be renewed on a second period or that such offer shall be maintained for a certain number of periods, and in that case, the contracting jurisdiction or entity shall deem such offer as withdrawn upon completion of the mentioned term.

If the bidder, in the document stating that the offer shall not be maintained, expressly claims from which date the offer shall be withdrawn, the Administration shall deem it as withdrawn on such date stated. In case the bidder did not state any date, the offer shall be deemed as withdrawn as of the deadline of offer maintenance in process.



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Any bidder who states that his offer shall not be maintained, shall be excluded from the selection procedure as of the date set forth in the previous paragraph.

If the bidder stated his denial to extend the maintenance of his offer within the term set forth for such purpose, he shall be excluded from the selection procedure, without losing the offer maintenance guarantee. On the contrary, if the bidder stated his interest of no maintenance of offer beyond the term set forth for such claim, or withdrew his offer without fulfilling the maintenance deadlines, he shall be duly excluded from the procedure and the offer maintenance guarantee shall be executed.

After the notice of awarding deed, the term of offer maintenance shall be renewed for TEN (10) working days. If such term expired without any notice of the purchase or sale order for reasons not attributable to the awardee, such awardee shall be entitled to abandon the offer without receiving any kind of penalty.

SECTION 13°.- REQUIREMENTS OF BIDS. Bids shall meet the following requirements:

- a) They shall be written in the national language.
 - b) The original copy shall be signed, in all and every page, by the bidder or the legal representative.
 - c) Any underlining, amendments, scratches or line spacing shall be duly clarified by the signing bidder.
 - d) The envelopes, boxes or packages containing the bids shall be perfectly sealed and shall be labeled on its cover with the identification of the corresponding selection procedure, with details of place, day and deadline time for bid presentation, and the place, day and time of opening event.
 - e) They shall include the special domicile for the selection procedure to which they apply. Such domicile can be established anywhere in the national territory or in a foreign country. In this last case, as long as there is no domicile or representation in the country, this status shall be duly certified by an affidavit. If no special domicile were declared in the corresponding bid, the special domicile shall be the one declared as such in the System of Suppliers Information (SIPRO).
 - f) The quotation in accordance with the following provisions of this bidding document.
 - g) They shall clearly state, in the cases in which alternative and/or optional bids are submitted, which is the base bid and which are the alternative or optional. In all cases, a base bid shall be included.
 - h) Likewise, they shall include:
 - 1.- The bid maintenance guarantee or the guarantee constitution certificate, except for cases in which such presentation is not applicable.

In cases in which such presentation is applicable, the bid maintenance guarantee shall be FIVE PER CENT (5%) of the total amount of the bid. In case a quotation with discounts, alternatives or options, the guarantee shall be calculated on the highest amount offered. In cases of multiple-stage biddings or tenders, or when it is envisaged that the quotations to be received might include the free rendering, or imply some income, the bid maintenance guarantee shall be established at a fixed amount by the contracting jurisdiction or entity, in the special bidding of terms and conditions.
 - 2.- The samples, if so required by the special bidding of terms and conditions.
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3.- A national bid affidavit, by which it is certified that the required conditions are met so as to be considered as such, pursuant to the regulations in force on this matter, in cases of goods of domestic origin.

4.- An affidavit stating that, in case of being chosen as awardee, he shall hire handicapped persons, in no less than FOUR PER CENT (4%) of the total number of the staff involved in the service, in the selection procedure for outsourcing the services, in order to fulfill the obligation set forth in section 7° of Decree N° 312, dated on March 2, 2010.

5.- Data of the note submitted before the office of the FEDERAL ADMINISTRATION OF PUBLIC REVENUE in which it is enrolled in order to request the 'Fiscal Certificate for Contracting' or the data of the Fiscal Certificate for Contracting in force. The bidder is obliged to report to the contracting agency about the denial of fiscal certificate contracting application issued by the FEDERAL ADMINISTRATION OF PUBLIC REVENUE within FIVE (5) days of being informed about it.

6.- The rest of the information and documents requested in the corresponding special bidding terms and conditions.

i) The foreign bidders shall also submit, together with the bid, the following documents:

1.- The physical persons:

1.1 A true copy of passport or identification issued by the country of origin in case of not having a passport.

1.2. A true copy of the registration form before the tax agency of the country of origin, or an equivalent certificate.

2.- The legal persons:

2.1 Documents stating the constitution of legal person under the norms governing the creation of such entities.

2.2 Documents stating the legal status (term, assembly minutes in which he/she is appointed as proxy for the entity, etc.) of the attorney or representative for the respective entity.

2.3 True copy of the registration form before the tax agency of the country of origin, or an equivalent certificate.

SECTION 14°.- ALTERNATIVE BIDS. Besides the base bid, bidders shall be able to submit, in any case, alternative bids under the terms of SECTION 56 of the regulation approved by Decree N° 1030/16.

SECTION 15°.- OPTIONAL BIDS. Besides the base bid, bidders shall be able to submit optional bids only when the special bidding terms and conditions accept it expressly pursuant to terms of SECTION 57 of the regulation approved by Decree N° 1030/16.

SECTION 16°.- QUOTATION. The quotation shall include:

1. The unit and accurate price, in numbers, with reference to the measure unit stated in the special bidding terms and conditions, the total price of the line, in numbers, the offered quantities, and the grand total of the quotation, written in letters and numbers, in the quotation currency stated in the special bidding terms and conditions.



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2.- The quoted price shall be the final price to be paid by the contracting jurisdiction or entity in every respect.

3.- The bidder shall be able to quote for one, many or all the lines. After quoting for every line, bidder shall be able to offer a discount in the price, for all the lines or for a group of lines, on the basis of the whole award. In case of turnkey proceedings or that in the special bidding terms and conditions were stated that the award will be done by line group, bidders shall quote all the lines making up the special bidding terms and conditions or the line group respectively.

4.- Unless otherwise stated in the special bidding terms and conditions, the micro, small and middle-size business and the bidders that meet the sustainability criteria set forth in the respective special bidding terms and conditions, shall be able to submit a quotation for part of a line, in the percentage that establishes the respective special bidding terms and conditions, which shall neither be lower than TWENTY PER CENT (20%) nor higher than THIRTY PER CENT (35%) of the total line. If the special bidding terms and conditions did not establish such percentage, it shall mean that they shall be able to quote TWENTY PER CENT (20%) of each line. When the presentation of partial quotations is admitted for the micro, small and middle-size business and for those who meet the sustainability criteria, the rest of the bidders interested shall be able to quote different prices, considering the possible awarding percentages, without prejudice to the obligation to present the appropriate quotation for the amount stated for each line.

In the cases in which the partial quotation percentage allowed did not show an accurate amount, and by the nature of the service it is impossible to deliver such amount, the quotations shall be made for an accurate amount close to the amount resulting from applying the percentage set forth in the special bidding terms and conditions.

In the cases in which the presentation of partial quotations is not permitted, all bidders shall only quote for the total amount established for each line.

SANCTION 17°.- QUOTATION CURRENCY. The quotation currency of the bid shall be fixed in the respective and special bidding terms and conditions and at the beginning will be the national currency. In case the quotation shall be performed in foreign currency and the payment in national currency, the payment amount shall be calculated considering BANCO DE LA NACIÓN ARGENTINA current sell rate type at the issuance of the payment order, or at the moment of the corresponding bank accreditation, which should be stated in the respective and special bidding terms and conditions.

SECTION 18°.- QUOTATIONS FOR PRODUCTS TO BE IMPORTED. Quotations for products to be imported shall be done under the following conditions:

- a) In foreign currency, whenever provided for in particular clauses, corresponding to the country of origin of the offered asset or other usual at the import moment.
- b) Special bidding terms and conditions should be subject to regular use commercial terms in the international commerce, such as, among other, "Official Rules of the International Chamber of Commerce for the Commercial Terms Interpretation – INCOTERMS". The selection of the applicable term shall depend of the jurisdiction or entity needs and of the characteristics of the property covered by the agreement.
- c) If not stipulated to contrary, quotations shall be established in C.I.F. condition.



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- d) In quotations in C.I.F. conditions, the quotation currency of the insurance and freight shall be indicated. They shall be quoted as set forth in the respective and special bidding terms and conditions.
- e) In those special cases where the F.O.B. condition will be established for the quotations, the contracting organism or entity should calculate the insurance and freight cost for the purposes of performing the bids comparison.
- f) Unless expressly set forth to the contrary, the delivery terms shall be deemed performed when the contracting organism receives the assets in the place indicated in the special bidding terms and conditions.
- g) When it has been stipulated that the awarding asset customs clearance should be in charge of the contracting jurisdiction or entity, it shall be processed and obtained in all cases after the corresponding letter of credit or bank instrumentation opening.

SECTION 19°.- SAMPLES. The presentation of samples for the special bidding terms and conditions could be required by the bidder indicating the term to accompany them, which should not go beyond the deadline fixed in the call for bids presentation.

The bidder could, in order to better explain his bid, show samples, but could not replace with them the technical specifications.

Samples should visibly indicate the corresponding selection procedure data and bids opening date and time. Inside the envelope, box or package containing the bids, the bidder should state his name and business name.

SECTION 20°.- AUTHORIZED PERSONS TO CONTRACT. Individual and legal entities with competence to assume obligations could contract with National Administration. They should not be included in the following SECTION foresights and should not be incorporated in the Providers Information System, upon starting bids evaluation period. Previous registration shall not be considered a requirement to submit bids.

SECTION 21°.- NON AUTHORIZED PEOPLE. Those who could not contract with National Administration shall be:

- a) Individuals and legal entities sanctioned in virtue of provisions foreseen in sections 2. and 3. from SECTION 29. b) of the Delegated Decree N° 1023/01 and its amendments and modifications.
- b) National Public Sector agents and officials and companies where they have a satisfactory stockholding to express the corporate will, pursuant to Public Ethics Law, N° 25.188.
- c) Bankrupts, reorganizations and interdicts until they are discharged.
- d) Those sentenced for wilful offences, for twice the length of the original sentence.
- e) People who were prosecuted based on crimes against property or against National Public Administration or against public trust or crimes comprised in the Inter-American Convention against Corruption.
- f) Individuals and legal entities who had not fulfilled their taxable and social security obligations, according to those provided by regulations.



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g) Individuals and legal entities who had not fulfilled in due time with requirements established in the last paragraph of SECTION 8°, Law N° 24.156.

h) Employers included in Employers Public Registry with Labor Sanctions (Registro Público de Empleadores con Sanciones Laborales (REPSAL)) while appearing on that registry.

SECTION 22°.- BIDS OPENING. Offers shall be opened in a public session, in the place, date and time fixed to enter into the proceeding. Jurisdiction officials or contracting entity and all those who wish to witness it shall be present. They could verify existence, number and origin of the envelopes, boxes or packages ready to be opened.

If the agreed date for bids opening were a holiday, the session shall be performed the following working day, at the same place and time.

No bid submitted in due course could be rejected in the opening act. In case of comments, they will be certified in the opening certificate to be analyzed by competent authorities.

SECTION 23°.- BIDS SIGHT. People who are interested could review quoted prices in bids, if they required so, during their opening. Bids originals shall be shown to bidders during TWO (2) days, from the day following to the opening. Bidders could request a copy, at their own expense. If there were only one bidder, the requirement to fulfill the opening in due course could be ignored.

SECTION 24°.- BIDS EVALUATION PERIOD. Bids evaluation period shall start from the moment in which the proceedings are sent to the evaluation commission, until the evaluation ruling notice.

Bids evaluation period is confidential, for that reason during this period no sight of proceedings shall be permitted.

SECTION 25°.- UNREMEDIED CAUSES FOR DISMISSAL. The bid shall be dismissed and no amendment shall be possible, in the following cases:

a) If it has been stated by individuals and/or legal entities that were not set up in the Providers Information System until the beginning of the bids evaluation period, or until the awarding date in cases no evaluation report shall be issued.

b) If it has been stated by individual or legal entities that are not authorized to contract with NATIONAL ADMINISTRATION according to provisions foreseen in SECTION 28 from the Delegated Decree N° 1.023/01 and its amendments and modifications, at bids opening moment or in their evaluation period or during awarding.

c) If bidder were ineligible in accordance with SECTION 68 from regulation approved by Decree N°1030/16.

d) If samples were not accompanied in fixed term.

e) If the quoted price has been described as excessively low or not serious price.

f) If any part has been crossed out, erased, altered or interlined without certifying the corrections made in sheets where the offer, the asset description or the offered service, lead time or any other part considered the essence of the contract are written.

g) If it were written in pencil or somehow it can be erased and rewritten without leaving trails.



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- h) If it had conditionings.
- i) If it had clauses in conflict with regulations ruling contract or impeding the exact comparison with other offers.
- j) If it had errors or essential omissions.
- k) If it had not the bid bond or the proof of having created it.

In special bidding terms and conditions other grounds for unremedied dismissal of bids could not be foreseen.

SECTION 26°.- GROUNDS FOR AMENDABLE DISMISSAL. In case it were possible to rectify errors or omissions, in all events it shall be understood as the possibility to give the jurisdiction or procuring entity as many valid bids as possible thus avoiding inability to choose serious and convenient bids from the price and quality point of view, due to unimportant formal issues.

Deficiencies rectification shall be possible every time any historical data or information found in public organisms database or not affecting the principle of equal treatment for applicants and bidder should be confirmed.

In these cases Evaluation Commissions, by themselves or through the Contract Operational Unit, should demand the bidder for correction of errors or omissions within the term of, at least, THREE (3) days unless it is stated a longer term in the special bidding terms and conditions document.

Errors or omissions correction could not be used by the bidder to alter the substance of the bid or improving it or taking advantage from other bidders.

SECTION 27°.- GUIDELINES FOR INELIGIBILITY. Bid should be dismissed when information stated in SECTION 16 of Delegated Decree N° 1.023/01 and its amendments and modifications, or in other sources, configures, among others, any of the following assumptions:

- a) Presumable bidder is a continuation, transformation, merger or demerger of other companies which are not authorized to contract with NATIONAL ADMINISTRATION, pursuant to SECTION 28 of the Delegated Decree N° 1.023/01 and its amendments and modifications, and its controlled and controlling parties.
- b) If they are part of companies not authorized to contract with NATIONAL ADMINISTRATION, pursuant to SECTION 28 of the Delegated Decree N° 1.023/01 and its amendments and modifications.
- c) When there is precise and concordant evidence about bidders suggesting they have agreed or coordinated positions/bids in the selection procedure. This ground for ineligibility, among other assumptions, shall be considered as configured in bids submitted by spouses, live-in partners or immediate relatives whether by nature, by assisted human reproduction or adoption, unless otherwise stated.
- d) When there is precise and concordant evidence suggesting competence or coincidence simulation intercedes. This ground shall be considered as configured, among other assumptions, when a bidder participates in more than one bid as part of a group, association or legal entity, or when appearing in his/her own name and as part of group, association or legal entity.



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- e) When there is precise and concordant evidence suggesting a simulation intercedes in the case aimed at avoid effects of incompatibility clauses to contract with NATIONAL ADMINISTRATION, pursuant to SECTION 28 of the Delegated Decree N° 1.023/01 and its amendments and modifications.
- f) When some legal or administrative sanction has been issue against bidder, within THREE (3) calendar years previous to its presentation, due to abuse of dominant position or dumping, any kind of unfair competition or due to arrangement or coordination of positions/bids in selection procedures.
- g) When there exists non-performance of previous contracts, as set forth in the respective special bidding terms and conditions.
- h) When the legal entity is convicted, with final judgment entered in foreign country, due to the practice of transnational bribery in terms of the Organization for Economic Co-operation and Development (OECD) Convention to Combat Bribery to Foreign Public Officials in International Commercial Transactions, they shall be ineligible for a period equal to the double of sentence.
- i) Individuals or legal entities included in lists of disqualified of the World Bank and/or Inter-American Development Bank, due to bribery conducts or practices considered/provided in the Organization for Economic Co-operation and Development (OECD) Convention to Combat Bribery to Foreign Public Officials in International Commercial Transactions shall be ineligible as long as that condition exists.

SECTION 28°.- EXCESSIVELY LOW OR NOT SERIOUS PRICE. In procedures where the issuance of evaluation certificate shall not be compulsory, the Evaluation Commission or the Contracts Operational Unit could request technical reports when with good reason consider that the proposal shall not be complied with in proper form due to excessively low prices according to objective criteria arising from market prices and from bidder evaluation ability. When the results arising from technical reports state that bill could not be complied with, bid overruling shall be applicable in pertinent lines.

For these purposes some clarifications about the content of the bid could be requested to bidder without changing it.

SECTION 29°.- BIDS TIE-BREAKING. In case of equal prices and quality, rules about preferences stated by current regulations, shall be applied in the first place. In case the equality continues, respective bidders shall be invited to state a prices improvement. For that purpose, day, time and place shall be fixed and bidders shall be call together to tie-break and the corresponding minute shall be written.

If one of the bidders does not appear, it shall be considered that he keeps his original proposal.

If tie-break continues, the public drawing of tie-breaking bids, shall be performed. For that purpose, day, time and place of public drawing shall be fixed and bidders shall be call together to tie-break. Drawing shall be performed in the presence of those interested, if they are present, and the corresponding minute shall be written.



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SECTION 30.- EVALUATION RULING DISCLOSURE. Bids evaluation ruling shall be disclosed to all bidders within TWO (2) days of its issuance.

SECTION 31.- EVALUATION RULING CHALLENGE. Bidders could challenge evaluation ruling within THREE (3) days of its disclosure, those who are not in this position could challenge it within THREE (3) days of its disclosure in the CONTRACTING NATIONAL OFFICE internet site or in the internet site of the contracting electronic system, in both cases, before submitting the challenge guarantee.

SECTION 32°.- CHALLENGE GUARANTEE. Challenge guarantee shall be made up of:

- a) Evaluation ruling challenge of bids: THREE PERCENT (3%) of the bid of line or lines amount in whose favor the contract is advised to be awarded. If the evaluation ruling for challenged line or lines advises not to award any bid, the challenge guarantee cost shall be calculated on the basis of the bid of line or lines amount of the challenger. If the challenger were someone who has not a bidder position in this procedure or for the line or lines under discussion and the evaluation ruling for the line or lines to be challenged advises not to award any bid, the cost of the challenge guarantee shall be equal to the fixed amount stipulated in the respective special bidding terms and conditions. When not challenging one or several specific lines but general or particular issues of the evaluation ruling, the cost of challenge guarantee shall be equal to the fixed amount stipulated in the special bidding terms and conditions. When the recommendation of one or several specific lines is challenged and, besides, general and particular issues of the evaluation ruling, the challenge guarantee cost shall be calculated accumulating costs arising from previously applied stipulated criteria.
- b) Pre-selection ruling challenge: in challenge cases against pre-selection, in tenders or bids of multiple phases, guarantee cost shall be the determined by the amount appearing in the special bidding terms and conditions.
- c) In those selection procedures where quotations could consider the benefits to be free, or involve an income for the jurisdiction or contracting entity, challenge guarantees to the evaluation ruling shall be stated as a fixed amount in the respective special bidding terms and conditions. Challenge bonds/guarantees shall be reimbursed to the challenger only if challenge is solved favorably.

SECTION 33°.- REGISTRY IN ENTITIES SINGLE LIST. To become awardee, the bidder should be registered in the Entities Single List of the Financial Information System managed by the Ministry of Treasury and Public Finances in accordance with Order N° 40 of National General Accountancy and N° 19 of National General Treasury dated on July 8, 2010, both mentioned in the cabinet ministry or those replacing them in the future.

SECTION 34°.- TERMINATION OF PROCEDURE. The termination of procedure administrative act shall be informed to the awardee or awardees and to the other bidders, within THREE (3) days of the mentioned respective act.



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Awarding shall be given to more convenient bid for jurisdiction or contracting entity. It could be awarded even when only one bid has been submitted. Awarding could be granted by line or group of lines, according to the special bidding terms and conditions. In those cases where several lines have been distributed in the same item, awardings shall be granted considering the quoted item regardless of the line in which the provider has offered. In cases where partial quotation is permitted, awarding could be partial even when the bidder had quoted for the total amount of the requested quantity for each line.

SECTION 35°.- NOTICE FOR THE PURCHASE OR SALE ORDER Notice for the purchase or sale order to the awardee will cause the execution of the contract and that notice will take place within TEN (ten) days after the notice of the administrative act of award.

For the case where the period of the above paragraph is due and the notice of the purchase or sale order has not been formalized due to reasons not attributable to the awardee, he may withdraw his bid without the application of any penalty or fines.

SECTION 36°.- CONTRACT SIGNATURE For the cases where the agreement is formalized with a contract, it shall be considered as such when the respective instrument is signed and the awardee shall be notified within TEN (10) days after the notice date of the administrative act of award about the availability of THREE (3) days where the contract is available to be subscribed. If, once the period has expired, the supplier does not sign the corresponding document, the jurisdiction or contracting entity shall notify him by the authorized means and in this particular case the notice shall execute the contract.

For the case where once the period of the above paragraph is due and the notice about the availability of the contract to be signed has not been formalized, the awardee may withdraw his bid without the application of any penalty or fines.

SECTION 37°.- PERFORMANCE GUARANTEE. The co-contractor shall include the performance guarantee within the period of FIVE (5) days after receiving the purchase order or the contract signature.

For international tenders or bids, the term shall be of up to TWENTY (20) days maximum.

The performance guarantee shall be TEN PER CENT (10 %) of the total amount of contract.

SECTION 38°.- CURRENCY OF THE GUARANTEE. The guarantee shall be created in the same currency of the bid. Where the bid is made in foreign currency and the guarantee is constituted in cash or check, the amount of the guarantee shall be deposited in national currency and that amount shall be calculated on the basis of the bank selling exchange rate of the BANCO DE LA NACION ARGENTINA in force at the closing day previous to the date of bond creation.

SECTION 39°.- DIFFERENT GUARANTEES. Section 78 of the Rules approved by Decree N° 1030/16 refers to the guarantees that might be constituted as per the following ways, or by means of combinations among them:



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- a) Cash, by means of bank deposit in the account of the jurisdiction or contracting entity, or through draft or wire transfer.
- b) By certified check against a banking entity, with preference of the place where the selection procedure is performed or the domicile of the jurisdiction or contracting entity. The jurisdiction or entity shall deposit the check within the terms ruling these transactions.
- c) By government securities issued by the NATIONAL STATE after December 31, 2001. They should be deposited at the BANCO DE LA NACIÓN ARGENTINA payable to the jurisdiction or contracting entity, with identification of the selection procedure involved. The amount shall be calculated taking into account the securities quotation at the closing of the next to last working date previous to the granting of the guarantee in the stock exchange or appropriate market. The expenses incurred by the execution of the guarantee shall be charged. Any possible surplus shall be subject to the regulations ruling the bond reimbursement.
- d) by bank guarantee or other bid guarantee to the satisfaction of the contracting jurisdiction or entity, making itself the guarantor of joint and single debtors and principal debtor with waiver of the right to excussion and division, according to the terms of the Federal Code of Civil and Commercial Procedures, as well as of the right to prior legal action against the debtor.
- e) by bonding insurance, through policies approved by the REGULATORY BODY OF INSURANCE COMPANIES, in favor of the contracting jurisdiction or entity and which clauses are in conformity with the model and rules that the Enforcement Authority mandates to that effect. Solvency requirements that the insurance companies shall meet with the aim to preserve the eventual collecting of the bonding insurance may be established. The jurisdiction or contracting entity shall request the bidder or awardee the substitution of the insurance company, when during the procedure or execution of the contract, the original insurance company stop complying with the requisites previously required.
- f) by appropriation of liquid monetary and enforceable loans that the submitter or awardee has in entities of the NATIONAL ADMINISTRATION, to which effect the interested party shall submit, at the date of the security creation, the corresponding certification and simultaneously, the assignment of the same to the contracting agency.
- g) By sight promissory notes, whenever the amount resulting from applying the appropriate percentage, whether is an offer validity guarantee, a performance or challenge guarantee or whether the fixed amount established in the bidding conditions does not exceed the amount of TWO HUNDRED AND SIXTY MODULES (260 M). This type of guarantee is not combinable with the other listed in this section. The bidder or co-contracting party is entitled to choose the type of guarantee. The jurisdiction or contracting entity, based on properly documented grounds, shall be able to choose the type of guarantee in the Special Bidding Terms and Conditions. The offer validity guarantees shall be created for the initial term and its eventual renovations. Every guarantee shall cover the total fulfillment of the obligations undertaken, and they should be created independently for each selection procedure.



SECTION 40°.- EXCEPTIONS TO THE OBLIGATION OF SUBMITTING GUARANTEES OR SECURITIES. The need of submitting guarantees shall not apply in the following cases:

- a) Acquisition of periodical publications.
- b) Contracting of advertisements.
- c) When the amount of the bid does not exceed the amount of ONE THOUSAND THREE HUNDRED MODULES (1.300 M).
- d) When the amount of the purchase, sale or contract order does not exceed the amount represented by ONE THOUSAND THREE HUNDRED MODULES (1.300 M).
- e) Procurements for intellectual work contract in a personal capacity.
- f) execution of the obligation within the term of the bond integration. In case of rejection, the term for the bond integration shall be computed since the communication about the rejection and not since the notice of the purchase order or the signature of the corresponding contract. The rejected elements shall be subject to surety and shall not be withdrawn without previously integrating the corresponding security.
- g) when the bidder is a jurisdiction or entity of the National Public Service under section 8 of the Law N° 24.156 and its amendments.
- h) when the bidder is an agency of the province, municipality or the government or the Autonomous City of Buenos Aires.
- i) where provided for each procedure of selection in particular in the Manual of Procedures or in the Bid Specifications.

Nevertheless, every bidder, awardee and co-contracting party is obliged to account for the amount of the not constituted bond, according to the order of penalties charge established in section 104 of the regulations approved by Decree N° 1030/16, at request of the jurisdiction or contracting entity, without pursuing any claims before collection or receipt of payment.

Exceptions provided for in this section do not include counterguarantees.

SECTION 41°.- TACIT WAIVER. If bidders, awardees or co-contracting parties would not withdraw the securities within the term of SIXTY (60) calendar days as from the notice date, this shall imply the tacit waiver of the security in favor of the National Government.

SECTION 42°.- INCREASE OF SECURITIES. NATIONAL ADMINISTRATION shall not pay any interest for the securities deposits, while the interests accrued by those shall belong to their depositors.

SECTION 43°.- DELIVERY. The co-contracting parties shall comply with the obligation within the term, in the place and according to the other conditions set forth in the documents ruling this invitation to bid as well as in the other documents that integrate the purchase or sale order or contract.



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SECTION 44°.- GUIDELINES FOR RECEPTION. The Reception Commissions will receive the goods on a provisional basis and the receipts and delivery slips signed shall be subject to the reception acceptance.

The supplier shall withdraw the rejected goods within the term established for such purpose by the jurisdiction or contracting entity. Once the term is due, a tacit waiver shall be deemed in favor of the agency, and the goods shall be available to that agency.

Despite any penalties that may be applicable, the supplier with rejected goods shall bear the transportation costs and where appropriate, the ones stemmed from the destruction of those goods.

The acceptance of the final reception shall be granted within the term of TEN (10) days,

Since the reception of the goods or services subject matter of the contract, unless otherwise provided in the Special Bidding Terms and Conditions.

In absence of any response, once the term is due the supplier will be able to demand the reception.

If there is no response from the contracting dependency within the TEN (10) days after the demand reception, the goods or services shall be considered as received accordingly.

For the purpose of executing the reception acceptance, the intervening Commission shall act in accordance with the provisions of Title III, Sole Chapter of the Procedures Manual of the National Administration Contracting Regulations.

SECTION 45°.- EXTENSION OF COMPLIANCE TERM OF THE OBLIGATION. The extension of the compliance term of the obligation will only be acceptable where there are duly justified grounds and the needs of the jurisdiction or contracting entity allow the satisfaction of the obligation beyond the established term.

The request shall be made before expiration of the term of fulfilling the obligation, stating the reasons for the delay and where admissible, it shall be accepted by the corresponding Reception Commission.

Without prejudice to the acceptance, a penalty for the delay in the delivery shall apply, according to the provisions of section 102, subsection c), paragraph 1 of the regulations approved by Decree Number 1030/16.

For those cases where, without performing the established procedure in this section, the co-contracting party perform the obligation beyond the terms and where the jurisdiction or contracting entity accepts it in virtue of the principle of continuity of contract, the application of a late payment penalty shall also apply, in order to preserve the principle of equal treatment among the interested parties.

SECTION 46°.- INVOICING. Invoices shall be submitted once the compliance with the final reception is received, in the manner and in the place designated in the corresponding Special Bidding Terms and Conditions, which shall mark the beginning of the fixed term for the payment.



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SECTION 47°.- TERM OF PAYMENT. The term for the payment of the invoices shall be THIRTY (30) calendar days, except otherwise provided in the Special Bidding Terms and Conditions.

Nevertheless, payment shall be processed considering the monthly schedule of cash flow and the priorities of expenses included in the regulations in force.

If payment is made in advance, the co-contracting party shall constitute a counter guarantee for the equal amounts received as down payment.

SECTION 48°.- PAYMENT CURRENCY. Payments shall be made in the corresponding currency according to the provisions that for that purpose the SECRETARIAT OF TREASURY of the MINISTRY OF TREASURY AND PUBLIC FINANCES determines.

SECTION 49°.- EXPENDITURE BORN BY THE SUPPLIER. Supplier shall bear the payment of the following concepts, without prejudice of the ones that can be established in the Special Bidding Terms and Conditions:

- a) Taxes that may apply;
- b) Shipping charges, Customs duty and services and other expenses incurred by any concept in case of rejection of imported goods with clauses of delivery in the country;
- c) Replacement of the destroyed samples, in order to determine if, according to their composition or construction, they match what has been stipulated in the contract (provided that some defects or flaws in materials or structure have been proven).
- d) if the product had a special container and it should be returned, the round-freight and handling costs from the same place and by the same delivery methods to be used for the replacement shall be born by the supplier. For these cases, apart from the product, the value of each container shall be specified separately and also the term for replacement if the jurisdiction or contracting entity would not have stipulated that in the particular clauses. If there is a failure in the return of the containers within the stipulated terms, the supplier shall be able to invoice them and start the collection of them, at the prices set forth in the bid, where this procedure will become null and void if the return happened in the meantime.

SECTION 50°.- INCREASES OR DECREASES. The jurisdiction or contracting entity shall be entitled to unilaterally increase or decrease the total amount of the contract up to a TWENTY PER CENT (20%) limit.

Where the increase or decrease is essential for the jurisdiction or contracting entity, the TWENTY PER CENT (20 %) can be exceeded and the conformity of the co-contracting party shall be needed. If the compliance is not accepted, no obligation, penalty or fine shall apply to the supplier. In no case the increases or decreases shall exceed the THIRTY FIVE PER CENT (35%) of the total amount of the contract, even with a consent from the co-contracting party.



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SECTION 51°.- ASSIGNMENT OR SUBCONTRACTING. The subcontracting or assignment of the contract are prohibited in both cases without previous authorization of the same authority that ruled its award. The assigning co-contracting party shall continue jointly and severally obligated to the assignee for the direct commitments of the contract. It shall be verified that the assignee complies with all the requisites of the call for a bid at that moment, as well as at the moment of the assignment. Where there is assignment without said authorization, the jurisdiction or contracting party shall be able to lawfully rescind the contract with cause of termination by the co-contracting party with loss of the performance bond.

In no case with the assignment, the currency and the term of payment can be altered, which must correspond according to the features of the original co-contracting party in virtue of what is established in the regulations about payments issued by the SECRETARIAT OF TREASURY of the MINISTRY OF TREASURY AND PUBLIC FINANCES.

SECTION 52°.- TYPES OF PENALTIES. Bidders, awardees and co-contractors shall be liable for the penalties established in SECTION 29 of the Delegate Decree N°1023/01 and its amendments and modifications, whenever there were causes as established in the regulation approved by Decree N°1030/16.

SECTION 53°.- UNFORESEEABLE CIRCUMSTANCES OR FORCE MAJEURE. The penalties shall not be applied when the noncompliance of the obligation is caused by unforeseeable circumstances or force majeure, duly documented by the interested party and accepted by the contracting jurisdiction or entity, or caused by acts or noncompliance by public national authorities or by the public counterpart, in such a seriousness that place the co-contractor in a situation of reasonable impossibility as regards compliance of their obligations.

The occurrence of unforeseeable circumstances or force majeure, shall be informed to the contracting jurisdiction or entity within TEN (10) days of the occurrence or from the cessation of its effects. After such term, the unforeseeable circumstance or force majeure shall not be claimed.

SECTION 54°.- WITHDRAWAL, MODIFICATION OR SUBSTITUTION. The withdrawal, modification or substitution of contracts on grounds of opportunity, merit or convenience, shall not give rise to compensation for lost profit, but only to compensation for resulting damage that is duly certified.

SECTION 55°.- RENEGOTIATION. In the case of supplies contracts of successive compliance or services contracts, the renegotiation of awarded prices shall be possibly requested when exogenous and supervening circumstances affect in a decisive fashion the contractual balance.

SECTION 56°.- TYPES OF SANCTIONS. Bidders, awardees and co-contractors shall be liable for the penalties established in SECTION 29 of the Delegate Decree N°1023/01 and its amendments and modifications, whenever there were causes as established in the regulation approved by Decree N°1030/16.



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SECTION 57°.- CONSEQUENCES. Once a suspension or disqualification sanction has been applied, such sanction shall not prevent the compliance of contracts the provider has been awarded or in progress, nor its possible scaling-up or extensions, but new contracts shall not be awarded from the beginning of the sanction term up to the completion of such sanction.



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ANNEX I: QUOTATION FORM

Contracting type:		
Proceeding number:		
Objective:		
Description	Unit Price	Total Price
1:		
Total Amount	

CUIT Number	
Bid bond	
Delivery Term	
Delivery Place	
Payment method	
Bid validity period	
Tasks/ goods warranty	
True copy of the registration form at the tax entity of the country of origin or equivalent certification	
Registration into the SIPRO (only for national bidders) or pre-registration (for foreign bidders)	
Authorized Signer	

SIGNATURE AND PRINTED NAME
(Attorney with sufficient legal capacity)



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ANNEX II

AFFIDAVIT OF INTERESTS - DECREE NO. 202/2017

Type of deponent: Physical person

Names	
Lastnames	
TIN	

Relationships to declare

Does the declaring physical person have any relationship with the officials mentioned in articles 1 and 2 of Decree no. 202/17?

(Tick with an X as appropriate)

YES	NO
In case of having relationships with more than one official, or more than one partner or stockholder, please repeat the information below requested for each relationship to declare.	The non-declaration of any relationships implies explicit declaration as to the nonexistence of such relationships, under Decree no. 202/17.

Relationship

With which of the following officials?

(Tick with an X as appropriate)

President	
Vicepresident	
Chief of Ministerial Cabinet	
Minister	
Authority at Minister's hierarchy in the National Executive Branch	
Authority at a hierarchy lower than Minister, with power to decide	

(In case of ticking Minister, Authority at Minister's hierarchy in the National Executive Branch or Authority at a hierarchy lower than Minister, with power to decide, please fill in the fields below)

Names	
Lastnames	
TIN	
Position	
Jurisdiction	



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Type of relationship

(Tick with an X as appropriate and provide any additional information required for the type of relationship chosen)

Partnership or community		Description, Business name and TIN
Relation within fourth degree of consanguinity and second of affinity		Describe what the actual relation is.
Pending suit		Provide case title, file number, venue, jurisdiction, Judging court and registry.
Being a debtor		State reason for debt and amount
Being a creditor		State reason for claimand amount
Having received important benefits from the official		State type of benefit and estimated amount.
Public friendship shown through great familiarity and frequent interaction		No additional information requested

Additional information

The non-declaration of any relationships implies the explicit declaration as to the nonexistence of such relationships, under Decree no. 202/17.

Signature

Name

Date and place



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Type of deponent: Legal Entity

Business Name	
TIN	

Relationships to declare

Are there any relationships with the officials mentioned in articles 1 and 2 of Decree no. 202/17?

(Tick with an X as appropriate)

YES	NO
In case of having relationships with more than one official, or more than one partner or stockholder, please repeat the information below requested for each relationship to declare.	The non-declaration of any relationships implies the explicit declaration as to the nonexistence of such relationships, under Decree no. 202/17.

Relationship

Related Person

(Tick with an X as appropriate and provide any additional information required for the type of relationship chosen)

Legal entity (in case the relationship to declare is direct with the declaring legal entity)	No additional information requested
Legal representative	Include names, last names and TIN
Parent company	Include Business name and TIN
Controlled companies	Include Business name and TIN
Companies with direct interest in the economic or financial results of the declaring company	Include Business name and TIN
Director	Include names, last names and TIN
Partner or stockholder with an interest in the definition of corporate will	Include names, last names and TIN
Stockholder or partner owning over 5% of equity capital of companies subject to public offering	Include names, last names and TIN



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Additional Information

With which of the following officials?

(Tick with an X as appropriate)

President	
Vicepresident	
Chief of Ministerial Cabinet	
Minister	
Authority at Minister's hierarchy in the National Executive Branch	
Authority at a hierarchy lower than Minister, with power to decide	

(In case of ticking Minister, Authority at Minister's hierarchy in the National Executive Branch or Authority at a hierarchy lower than Minister, with power to decide, please fill in the fields below)

Names	
Lastnames	
TIN	
Position	
Jurisdiction	

Type of relationship

(Tick with an X as appropriate and provide any additional information required for the type of relationship chosen)

Partnership or community		Description, Business name and TIN
Relation within fourth degree of consanguinity and second of affinity		Describe what the actual relation is.
Pending suit		Provide case title, file number, venue, jurisdiction, judging court and registry.
Being a debtor		State reason for debt and amount
Being a creditor		State reason for claim and amount.



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Having received important benefits from the official		State type of benefit and estimated amount.
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Additional information

The non-declaration of any relationships implies the explicit declaration as to the nonexistence of such relationships, under Decree no. 202/17.

Signature and Name of Declarant

Signing as

Date