



**PRIVATE TENDER No 11/2025**

**GENERAL CLAUSES**

**FILE N° 576/2025**

**ARTICLE 1:** Call for PRIVATE TENDER for April 10 at 10:00 hours for the acquisition of "**UTILITY TRUCK WITH BOX AND REFRIGERATION EQUIPMENT**", for the Commissary, in full accordance with Request for **Quotation No. 4148** and specifications, which form part of this document.

**ARTICLE 2:** Queries regarding terms and conditions must be made at the Office Purchasing of the Municipality of Trenque Lauquen, TEL. (02392) 410501/505, E-Email: licitaciones@trenquelauquen.gov.ar, from 7:00 a.m. to 1:00 p.m.

**ARTICLE 3:** Offers will be submitted up to 5 minutes before the date and time indicated in this document at the entrance desk of the Municipality of Trenque Lauquen. If this day is a holiday or an administrative holiday is declared, the opening will be moved to the next business day at the same time.

**ARTICLE 4 - PRESENTATION OF THE PROPOSAL:** The envelope must be sealed, on the front of which the only inscription will be the tender number, date and time of Opening of envelopes. Inside the envelopes containing the bids, the following must be placed:

- General Clauses Document, duly signed by the bidder in all its leaves.
  - Proof of registration of the supplier in the Registry of this Municipality.
  - Offer guarantee, according to article 5.
  - Complete and signed quotation form. The prices expressed will be final, understood as including VAT and transfer to the city of Trenque Lauquen.
- Amendments and/or scrapings must be saved at the foot of the The same. The value expressed in letters and in Argentine pesos, legal tender, will be taken into account.**
- Signed Invitation Annex.



**ARTICLE 5 - OFFER GUARANTEE:** The offeror will guarantee the proposal for the value of 5% of the total amount quoted. In the case of quoting with alternatives The guarantee will be calculated on the highest proposed value. The maintenance guarantee The offer must be extended for 30 (thirty) days.

**AWARD COMPLIANCE GUARANTEE:** It must be 10% of the total value of the award.

**This guarantee must be presented without fail, otherwise the guarantees will not be made. payments to the successful bidder until the same is presented.**

The aforementioned guarantees may be integrated in the manner indicated below.  
continuation:

- a) In cash, in which case the corresponding receipt issued by Municipal Treasury.
- b) Bank guarantee or bond, with the guarantor becoming a joint and several debtor, plain and simple. main payer with express waiver of the benefits of exclusion and division provided for in articles 1583 and 1589 of the Civil and Commercial Code of the Nation.
- c) Check the order of the municipality of Trenque Lauquen.
- d) Demand promissory note, subscribed by those who have use of the company name or act with sufficient powers.
- e) With surety insurance, through policies approved by the Superintendency of National Insurance, dependent on the Undersecretary of Financial Services of the Secretary of Finance of the Ministry of Economy.

The choice of the form of the guarantee, in principle, is at the option of the offeror or successful bidder.

All guarantees, except for the maintenance of the offer, which must be covered The deadlines provided for in the specifications will ensure full compliance with the obligations. contracted, and must be established independently for each tender.

**ARTICLE 6 - PENALTIES FOR NON-COMPLIANCE:** Articles 87, 88 and 89 of the Purchasing Regulations shall apply, as transcribed below:



Failure to comply with the obligations assumed by the bidders or successful bidders will result in the application of the penalties indicated below for each case:

**1st** - To the bidders: For total or partial withdrawal of the offer within the deadline

its maintenance, proportional or total loss of the guarantee, which will also be at your expense the price differences between your proposal and the one that is awarded.

**2º** - To the successful bidders: a) For failure to comply with the delivery deadline: late payment fine which will be 0.25% daily of their value.

b) For total or partial non-compliance: proportional or total loss of the guarantee and price difference charged for the execution of the contract by a third party.

c) When the contract consists of periodic provision: 5% fine, on what will stop providing and price differences at your expense due to the provision by a third party. Recidivism during the period covered by the award will result in the termination of the contract. contract.

**d)** For transfers of the contract without the consent of the contracting Municipality:

loss of the guarantee without prejudice to any other actions that may arise.

In the event that the Commune accepts the transfer without causing harm prosecutor, a warning will be applied.

In the case of concessions of goods or services, the specifications special or particular may establish penalties that replace or contemplate the precedents (art. 87)

The penalties established above will not be applied when the failure to comply with the obligation is due to force majeure or duly proven fortuitous event and accepted by the Executive Department.

Any unforeseen circumstances or force majeure must be brought to the attention of the Municipality within eight (8) days of its occurrence, accompanied by documentation evidence of the rights claimed.

If the deadline set for the fulfillment of the obligation is less than said period, the communication referred to must be made before twenty-four (24) hours of said maturity.

After these terms have elapsed, all rights in this regard will be extinguished (art. 88).



The delay will be considered to have occurred by the simple expiration of the contractual term, without need for extrajudicial interpellation.

Fines will be applied automatically, without the need for an express pronouncement.

(art. 89).

**ARTICLE 7 - REJECTION OF OFFERS:** The Municipality reserves the right to accept the most convenient offer or reject all, without this giving rise to any right in favor of the firms whose proposals are rejected, the Municipality will also reject all offer, when it is proven that the same person is interested in two or more offers, or that there is an agreement between two or more bidders. Those who are The accused will lose the offer guarantee and will be liable to sanctions that the The Executive Department determines which may go as far as total elimination and definitive registration of the Supplier Registry of this commune.

**ARTICLE 8 - PRICE IMPROVEMENT:** If among the proposals presented and If two or more equally advantageous options are admitted, price improvements will be called for. between them. The date and time of the new presentation will be set and the offer will be delivered in sealed envelope.

**ARTICLE 9 - AWARD:** The Award will be made within a period of no more than ten (10) days from the date of opening of the envelope.

***The Municipality will only reliably notify the result of the tender to the successful bidder.***

**ARTICLE 10 – FINANCIAL ADVANCE:** In the event that the successful bidder, when presenting the proposal finally selected, request "financial advance", you must obligatorily offer surety insurance to the satisfaction of the municipality, which must must be delivered prior to issuing the purchase order; without this requirement, the offer will be rejected. This policy must be issued for the percentage (%) of the advance payment requested.



**ARTICLE 11 - DELIVERY TIME:** The successful bidder must deliver the product within 10 (ten) business days of notification of the award. Suppliers who are not in a position to deliver the products within the stipulated period, They must clarify this on the envelope along with the offer submitted, indicating the reasons and date. If the contract is awarded, it constitutes an effective delivery period without the need for interpellation by the municipality. Otherwise, the following will apply: penalties established in art. 6 of this document.

**DELIVERY LOCATION:** Municipal road workshop, Access Pte. Perón and Paul Harris, Trenque Lauquen.

**ARTICLE 12: ORDINANCE 5060/2020 – BUY LOCAL PLAN**

[www.hcd.trenquelauquen.com](http://www.hcd.trenquelauquen.com)

• **Attachments**

Annex I: specifications

Leandro CONCEPCION  
Head of Purchasing



**ANNEX I – SPECIFICATIONS - PRIVATE TENDER 11/2025**

<b>UTILITY TRUCK WITH BOX AND Refrigeration Equipment – SPECIFICATIONS</b>	
<b>MOTOR</b>	4-cylinder gasoline
<b>GEARBOX</b>	5-speed manual
<b>DIMENSIONS APPROXIMATE</b>	Total length 4,880 Width 1,680 Total high 2,550 Box length 3,050 Box width 1,560 Box height (with baffle) 1600
<b>REFRIGERATOR EQUIPMENT</b>	Minimum temperature -5°C
<b>THERMAL BOX</b>	Doors: 2 rear + 1 side  Material: Inner and outer aluminum plates/steel reinforcements at ends/Aluminum plate floor/thermal curtains.
<b>EQUIPMENT</b>	Power windows Central door locking with remote control Hydraulic Power Steering

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