



PUBLIC BIDDING N° 1/2025

GENERAL CLAUSES

FILE N° 319/2025

ARTICLE 1: Call the Public Bidding for March 26th at 09.30 hours, for the acquisition of: “**MOTOR GRADER**” to the Management of rural roads of the Municipality of Trenque Lauquen, in a whole of compliance with Request for **Quotation No. 2484** which is attached as an annex and forms part of the present.

ARTICLE 2: Consultations on bases and conditions must be carried out at the Bidding Office, of the Municipality of Trenque Lauquen, TEL. (02392) 410501/505, Email: licitaciones@trenquelauquen.gov.ar, from 7.00 to 13:00 hours.

ARTICLE 3: Offers must be quoted in a clear and precise manner. Quotation request signed by the offeror. The same ones will surrender at last 5 minutes before closing and the time indicated in the present place at the table Entrances to the Municipality of Trenque Lauquen.

If this day is a holiday or the administrative period is declared, the opening it will pass to the next day immediately at the same time.

PLEA VALUE: \$240,000.- proof of payment will be attached to it offer.

ARTICLE 4 - PRESENTATION OF THE PROPOSAL: The documentation that the continuation is detailed will be presented in the cerrado in which front will have as the only registration, bidding number, closing and opening time opening of covers. It must also contain:

- Plea of general clauses and their annexes, duly signed in all its offices by the offeror.

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Purchasing Manager



- Consistency of provider registration in the Registry of this Municipality.
- Request for quotation complete and signed. This worksheet is of character mandatory and irreplaceable. Additional assumptions will not be taken into account. The brand of each product offered must be clarified.

The economic proposal must be expressed in numbers, letters and

Argentine pesos. Proposals in different currencies will not be accepted.

The prices that are expressed will be final, understood as such, with VAT, expenses

Additional fees and transfer cost to the city of Trenque Lauquen included.

The troubles and/or scrapes must be saved at the foot of the proposed.

-Invitation attachment, signed and attached to the agreement.

- Offer guarantee, as indicated in Article 5 of this agreement.

ARTICLE 5 - OFFER GUARANTEE: The offeror will guarantee the offer for the value of 5% of the total amount quoted. The warranty for maintenance of offer may be extended for 30 (three) days in the case of quotation with alternatives, the guarantee will be calculated on the highest proposed value.

AWARD COMPLIANCE GUARANTEE: The award compliance guarantee must be 10% of the total value of the award.

award.

This guarantee must be indefectible, no payments will be made

the adjudicator must not present himself there.

The aforementioned guarantees can be integrated in the form indicated by the continuation:

- a) Effectively, in which case the corresponding receipt will be attached extended by Municipal Treasury.
- b) Secure the bank guarantee, constituting the guarantor as a solidary debtor, smooth, llano and principal payer with the express renounces the benefits of exclusion and division within the terms of article 1583 and 1584 of the Civil Code.



- c) Check, physical or electronic, issued to the name of the Municipality of Lauquen train.
- d) Pay in cash, subscribed by those who have uses of the social reason or act with sufficient powers.
- e) With security deposit, through policies approved by the National Insurance Superintendence dependent on the Subsecretariat of Financial Services of the Hacienda Secretariat of the Ministry of Economy.

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

All guarantees, with the exception of the maintenance offer, which must be covering the deadlines set out in the Pliego, will ensure total compliance with them contracted obligations, having to be constituted in an independent form to each contest.

ARTICLE 6 - PENALTIES FOR NON-COMPLIANCE: They will apply articles 87, 88 and 89 of the Purchasing Regulation, that the continuation transcribe:

The failure to comply with the obligations contracted by the proponents or adjudicators, will give rise to the application of penalties that the continuation is indicated for each case:

1st - To proponents: By total or partial withdrawal of the offer within the maintenance period, loss proportional to the total warranty, if

In addition, you are responsible for the price differences between your proposal and what is award.

2nd - To the successful bidders:

a) For delivery outside the contractual term: fine for late payment which will be 0.25% diary of the value of the same.

b) For total or partial breach of the contract: proportional loss of the total of the warranty and difference in prices charged by it execution of the contract by a third party.



c) When the contract consists of periodic provision, a fine of 5%, on what you want to provide and price differences in charge of the provision for a third. Recidivism during the period comprising the adjudication will result in the termination of the contract.

d) For transfers of the contract without the consent of the Municipality contracting party: loss of warranty without prejudice to other actions to which hubiere place.

For the assumption that the Commune accepts the transfer without it originating tax perjuicio, it will be applied for review.

When it comes to concessions of goods or services, clause agreements special or private individuals may impose penalties that replace the contemplate precedents (art. 87).

The penalties previously established will not be applied when he non-compliance with the obligation to obey the cause of greater strength in the case fortuitously proven and accepted by the Executive Department.

The fortuitous reasons or for the mayor's strength must be made known of the Municipality within eight (8) days of production, accompanying probative documentation of the rights that are claimed.

If the deadline set for the fulfillment of the obligation is less than I say plazo, the aforementioned communication must be carried out before they are twenty-four (24) hours of due date.

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

The delay will be considered produced by the simple expiry of the term contractual, without the need for extrajudicial interpellation.

The fines will be automatically applied, without the need for pronouncement express (art. 89).



ARTICLE 7- REJECTION OF OFFERS: The municipality reserves the right to accept the most convenient offer or reject them all, unless it decrees in favor of firms whose proposals are rejected. In the same sense, the Municipality will reject any offer when it is determined that the same person is interested in the most proposals that exist between the best offerors.

Anyone found guilty will lose their offer guarantee and will be liable for the sanctions that the Executive Department determines, which may include the total and definitive elimination of the Registry of Providers of this municipality.

ARTICLE 8 - IMPROVEMENT IN PRICES: If among the proposals presented and accepted, the largest of the most equally advantageous, it will be called an improvement in price. The day and time of the new presentation and offer will be set among them. The day and time of the new presentation and offer will be set in closed.

ARTICLE 9 - ADJUDICATION: The Adjudication will take place at a venue in the mayor's office (15) days counting from the opening close of bids.

The Municipality will only promptly notify the result of the bidding to the offeror that results in the award of the same.

ARTICLE 10 – FINANCIAL ANTICIPATION: In case the adjudicator is selected, the finally selected proposal, request a financial advance, must obligatorily offer security deposit insurance to the satisfaction of the Municipality, which must be delivered prior to issuing a purchase order without any requirement the offer will be disregarded.

Policy payment will be issued by the percentage (%) of the financial advance



ARTICLE 11 - DELIVERY TIME: Delivery time must be clarified.

Once this is accomplished, the successful bidder will have a maximum of 48 hours to make the delivery effective without the need for interpellation by the municipality, otherwise, you will suffer the penalty provided in Art. 6 of the present pliego.

Payment will be made upon delivery of the Motonivedora.

PLACE OF DELIVERY: Taller Vial Municipal.

ORDER 5060/2020 – LOCAL PURCHASE PLAN

(<https://hcdtrenquelauquen.com/>)

DEPUTY: ANNEX I TECHNICAL SPECIFICATIONS

Leandro Concepcion
Purchasing Manager



ANNEX I – TECHNICAL SPECIFICATIONS

PUBLIC BIDDING No. 1/2025- MOTOR GRADER

ONE (1) NEW MOTOR GRADER, UNUSED

- Operating weight from 16,000 kg. Up to 17,000 kg.
- Conventional engine. From 180 HP to 200 HP
- Maximum today angle at 13”.
- Four-wheel drive.
- Tires 17-5-25
- Cab with air conditioning.
- Articulated
- Rear scarifier.
- Guarantee of accessibility in replacements.

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