



**PRIVATE BIDDING N° 6/2025**

**GENERAL CLAUSES**

**FILE N° 400/2025**

**ARTICLE 1:** Call the PRIVATE LICITATION for March 13th at 9:30 am for the acquisition of "MATERIALES PARA SEÑALIZACION VIAL", with destination to the Infrastructure Directorate, in full compliance with the Request for Quotation N° 3008 and specifications, which form part of this agreement.

**ARTICLE 2:** Consultations on bases and conditions must take place in the Office de Compras de la Municipalidad de Trenque Lauquen, TEL. (02392) 410501/505, E-mail: licitaciones@trenquelauquen.gov.ar, from 7 am to 1 pm

**ARTICLE 3:** Offers will be presented up to 5 minutes before closing time indicated in this case at the entrance table of 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.

**ARTICLE 4- PRESENTATION OF THE PROPUST:** The cover must be closed, on whose front you will have as the only inscription the bidding number, close and time of opening of covers. Within the offers tab where the offers are presented, if must put:

- Pliego de las Clausulas Generales, duly signed by the offeror in all your holes.
- Consistency of registration of the provider in the Registry of this Municipality.
- Offer guarantee, according to article 5.
- Quotation plans, form 3008 complete and signed. ***The problems and/or scrapes must be saved right at the bottom. It will be taken into account the value expressed in letters and in value Argentine pesos national legal tender currency.***  
The prices that are expressed will be final, understood as including VAT and transfer to the city of Trenque Lauquen.
- Signed Invitation Annex.



**ARTICLE 5 - OFFER GUARANTEE:** The offeror will guarantee the offer by him value of 5% per cent of the total amount quoted. In the case of quoting with alternatives The guarantee will be calculated based on the maximum 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 indefectible, otherwise it will not be valid.**

**paid to the successful tenderer until he does 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 extended by Municipal Treasury.
- b) Secure the bank guarantee, constituting the guarantor as a solidary, smooth, llano and main payer with the expense waives the benefits of exclusion and division provided for in arts. 1583 and 1589 of the civil and commercial code of the nation.
- c) Check the order of the municipality of Trenque Lauquen.
- d) Pay in cash, subscribed by those who have the use of the social reason or act with sufficient powers.
- e) With security deposit, through policies approved by the Superintendency of Seguros de la Nación 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 or successful bidder.

All guarantees, with the exception of the maintenance offer, which must be covered the plans foreseen in the Pliego, will ensure the total fulfillment of the obligations contracted, must be constituted independently for each bid.

**ARTICLE 6 - PENALTIES FOR NON-COMPLIANCE:** Articles 87, 88 and 89 of the Purchasing Regulation will apply, which are further transcribed:

Failure to comply with the obligations contracted by the proponents or awardees will give rise to the application of penalties that the continuation indicates for each case:



**1st** - To proponents: By total or partial withdrawal of the offer within the deadline its maintenance, loss proportional to the total guarantee, being additionally your responsibility the price differences between your proposal and what is awarded.

**2nd** - To awardees: a) For failure to comply with the delivery deadline: fine for late payment which will be 0.25% daily of the same value.

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

c) When the contract consists of periodic provision: fine of 5%, on what be sure to provide and price differences in your charge for the provision for a third party. The recurrence 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 contracting Municipality: loss of the warranty without prejudice to other actions that often occur.

For the assumption that the Commune accepts the transfer without it originating perjuice tax assessment, assessment will be applied.

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

The penalties previously established will not be applied when there is non-compliance with the obligation to obey the cause of greater power or unforeseeable circumstances duly proven y accepted by the Executive Department.

The fortuitous reasons or for the mayor's strength must be put in the knowledge of Municipality within the city (8) days of production, accompanied by documentation evidence of the rights that are alleged.

If the deadline set for the fulfillment of the obligation is less than that deadline,

The aforementioned communication must be carried out before twenty-four (24) hours of saying maturity.

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 contractual period, without need for extrajudicial interpellation.

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



**ARTICLE 7- REJECTION OF OFFERS:** The Municipality reserves the right to accept the most convenient offer or reject them all, unless it is a right in favor of the firms whose proposals were rejected, equally the Municipality rejected the entire offer, when it is realized that the same person is interested in us or bad offers, whichever agreement exists between the bad offerers. Which will result those found guilty will lose their offer guarantee and will be subject to sanctions that they Executive department determines what can be done until total elimination definitive record of the Provider Registry of this municipality.

**ARTICLE 8 - PRICE IMPROVEMENT:** If between the proposals presented and admitted, most of the more equally advantageous, it will be called better prices between them. The day and time of the new presentation will be fixed and the offer will be delivered in over the savannah.

The prices expressed will be final, meaning this, with VAT included.

**ARTICLE 9 - ADJUDICATION:** The Adjudication will take place in a venue at the mayor's office ten (10) days before the opening closes.

***The Municipality will only promptly notify the result of the bidding process successful bidder.***

**ARTICLE 10 – FINANCIAL ANTICIPATION:** In case the awardee presents it the proposal finally selected, request "financial advance", it will be must offer security deposit insurance to the satisfaction of the municipality, which will be delivered prior to dictating the purchase order, without which requirement will be disregarded offer.

Policy will be made based on the percentage (%) of the advance requested.



**ARTICLE 11 - DELIVERY TIME:** The contractor must deliver the product within 15 (fifteen) days of notification of the award. Providers who are not in a position to deliver the products within the deadline stipulated, it will be necessary to clarify it on it next to the offer presented indicating reasons y closes. If awarded, it constitutes an effective delivery time without need for interpellation by the municipality. Otherwise, it will be applicable the penalties established in art. 6 of this present work.

***Payment will be made upon delivery of materials.***

**ARTICLE 12:** ORDER 5060/2020 – LOCAL PURCHASE PLAN

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

• Adjuncts

Annex I: specifications

Leandro CONCEPCION  
Purchasing Manager



**ANNEX I – SPECIFICATIONS**

**PRIVATE TENDER N°6 – MATERIALS FOR VIAL SENALIZATION**

The quotation of materials is requested in the quantities that the continuation is details:

ITEM NUMBER	DESCRIPTION
1 50 liters 2 50	PAINING FOR SEÑALIZACIÓN VIAL - WHITE
liters 3 5000 kg.	PAINING FOR SEÑALIZACIÓN VIAL- AMARILLO
4 750 kg. 5 3000	COLOR BLANCO THERMOPLASTIC MATERIAL
liters	MICROSPHERES FOR SEMBADO H-85
	TRANSPARENT ACRYLIC PRINTING