

**MUNICIPALITY OF THE CITY OF SALTA**  
**PRESENTATION NOTE**

Mr. Under-Secretary of Contracts

from the Municipality of the City of Salta:

The undersigned \_\_\_\_\_

and domiciled at \_\_\_\_\_ is presented to the

**PUBLIC TENDER No. 09/25**, with the documentation detailed below:

CONCEPT	FROM FOLIO	UNTIL FOLIO
a) Cover note		
b) Annex I - Note or sworn statement.		
c) Annex II – complete with the bidder's details, signed and sealed.		
d) Instrument that authorizes the representation of the firm and corporate background (where applicable).		
e) Certificate or provisional proof of registration in the municipal supplier registry, for the service or item specific to this tender.		
f) Guarantee of maintenance of the proposal.		
g) Signed and sealed documents		
h) Purchase receipt of the document or printed proof of bank transfer <b>(payment must be made inevitably prior to opening the envelopes)</b> .		
i) Certificate of debt clearance or certificate of tax regularization. Or proof of request to start the process or sworn statement of not having any debt to the municipality of the city of Salta.		
j) Quotation form (with the Municipal seal according to Current Ordinance).		
k) Proof of CBU		
l) Proof of registration in ARCA (formerly AFIP / for the service or item related to this tender)		
m) Form 901 issued by the General Directorate of Revenue of the province of Salta.		
n) Certificate or sworn declaration of not being involved in the register of debtors of alimony.		
ñ) Truck and dump body specifications, brand, model and version attaching technical sheet in which it is verify compliance with the requested specifications.		

I greet you very attentively.

\_\_\_\_\_  
SIGNATURE AND SEAL OF THE BIDDER



---

**ANNEX I**

Complete the Natural Person/Legal Person bidder

Art. 32 Law No. 8072, Art.43 Dcto. Regulatory No 87/21

**SWORN DECLARATION**

The undersigned: .....(Full name), DNI No.  
....., in the character of ..... MANIFEST no  
be subject to any of the disqualifications and incompatibilities for bidding and contracting  
provided for by Law No. 8072 and Decree No. 87/21. \_\_\_\_\_

\_\_\_\_\_  
SIGNATURE AND SEAL OF THE PRESENT

\_\_\_\_\_  
SIGNATURE AND SEAL OF THE BIDDER



**ANNEX II**

Hiring Data

Business hours. No. 67158-SG-2024

Official Budget: \$ 125,438,412.00 (One Hundred Twenty-Five Million Four Hundred Thirty-Eight Thousand Pesos)

Four Hundred Twelve with 00/100).

Public Tender Document: No. 09/25 - Undersecretary of Contracts

Call for the "ACQUISITION OF 1 (ONE) TRUCK EQUIPPED WITH A DUMP BOX FOR THE PURPOSE OF TO THE UNDERSECRETARY OF GREEN SPACES REQUESTED BY THE SECRETARY OF ENVIRONMENT AND PUBLIC SERVICES"

Company details

CUIT Name: \_\_\_\_\_

Name or Company Name: \_\_\_\_\_

Legal address: \_\_\_\_\_

Establish an electronic legal address, where all notifications sent in relation to the

Reference file:

Electronic address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Presenter's details (owner and/or agent)

DNI No: \_\_\_\_\_

Last Name and First Name: \_\_\_\_\_

Character of the presenter: \_\_\_\_\_

"In the capacity of Affidavit and as presenter of the required documentation, I declare that I am NOT incurring the prohibitions established in Article 58 of Law No. 8072 and its regulations; as well as Likewise, all the documentation presented in this act is faithful, true and real." -

Salta, \_\_\_\_ of \_\_\_\_\_ of 2,025.-

\_\_\_\_\_  
Signature and seal of the presenter

QUOTE FORM - ORIGINAL

PUBLIC TENDER No. 09/25

“ACQUISITION OF 1 (ONE) TRUCK EQUIPPED WITH A DUMP BOX FOR THE  
UNDERSECRETARY OF GREEN SPACES REQUESTED BY THE SECRETARY OF ENVIRONMENT AND SERVICES

PUBLISHERS”

PROPOSAL

Mr. Under-Secretary of Contracts  
of the Municipality of the City of Salta  
S. \_\_\_\_\_ / \_\_\_\_\_ D.

The undersigned \_\_\_\_\_,

has/have examined the Specific Clauses and General Conditions, relating to this

**PUBLIC TENDERING**, and undertakes to carry it out in full accordance with the aforementioned documentation, which we declare to know in all its parts, offering the corresponding services at the prices listed below:

ITEM	DETAIL	CANT.	PR Unit	PR.Total
1	TRUCK WITH DUMP BOX CAPACITY 6 MT3 OR HIGHER SIMPLE CABIN 4 X 2 UNIT 0 KM WITHOUT WHEELS PRODUCT OF NATIONAL INDUSTRY PREFERABLY WITH IMMEDIATE DELIVERY WITH A 2-YEAR OR 250,000 KM WARRANTY. MUST INCLUDE: FEATURES, ACCORDING TO THE TECHNICAL SPECIFICATIONS AND SPECIAL CLAUSES.	1		
	• FREIGHT	1		
	• PATENTING	1		
			<b>TOTAL</b>	

Minimum Warranty 2 years or 250,000 km (express warranty according to mileage or age) of the vehicle): \_\_\_\_\_

Indicate services included: \_\_\_\_\_  
\_\_\_\_\_

**Total Amount:** PESOS \_\_\_\_\_

**Delivery Time:** Immediate.

\_\_\_\_\_  
SIGNATURE AND SEAL OF THE BIDDER

---

**Validity of the Offer:** 60 (sixty) BUSINESS DAYS (according to Art. No. 2 of the Conditions Document)

Individuals). -

**PAYMENT TERMS:** 100% cash upon certified invoice and delivery of the vehicle.

**DELIVERY PLACE:** Municipal Property - Avda. Paraguay No. 1240 – Salta – Capital. Freight, Insurance  
Transport and unloading are the responsibility of the supplier.

**TAXES:** If VAT is charged, it must be included in the quote.

**Alternative offers may be accepted, provided that, at the discretion of the requesting body, they are convenient to the interests of the Municipal State.**

**IMPORTANT:** The Municipality of the City of Salta will have the right to the conditions and prices agreed to increase or decrease up to 30 (thirty) % of the total awarded, the benefits object of the contract. (Art. 47 of Law No. 8072)

## QUOTE FORM - DUPLICATE

PUBLIC TENDER No. 09/25

**“ACQUISITION OF 1 (ONE) TRUCK EQUIPPED WITH A DUMP BOX FOR THE**  
**UNDERSECRETARY OF GREEN SPACES REQUESTED BY THE SECRETARY OF ENVIRONMENT AND SERVICES**

**PUBLISHERS”****PROPOSAL**

Mr. Under-Secretary of Contracts  
 of the Municipality of the City of Salta  
 S. \_\_\_\_\_ / \_\_\_\_\_ D.

The undersigned \_\_\_\_\_,

has/have examined the Specific Clauses and General Conditions, relating to this

**PUBLIC TENDERING**, and undertakes to carry it out in full accordance with the aforementioned documentation, which we declare to know  
 in all its parts, offering the corresponding services  
 at the prices listed below:

ITEM	DETAIL	CANT.	PR Unit	PR.Total
1	TRUCK WITH DUMP BOX CAPACITY 6 MT3 OR HIGHER SIMPLE CABIN 4 X 2 UNIT 0 KM WITHOUT WHEELS PRODUCT OF NATIONAL INDUSTRY PREFERABLY WITH IMMEDIATE DELIVERY WITH A 2-YEAR OR 250,000 KM WARRANTY. MUST INCLUDE: FEATURES, ACCORDING TO THE TECHNICAL SPECIFICATIONS AND SPECIAL CLAUSES.	1		
	• FREIGHT	1		
	• PATENTING	1		
			<b>TOTAL</b>	

Minimum Warranty 2 years or 250,000 km (express warranty according to mileage or age)  
 of the vehicle): \_\_\_\_\_

Indicate services included: \_\_\_\_\_  
 \_\_\_\_\_

**Total Amount:** PESOS \_\_\_\_\_

**Delivery Time:** Immediate.

 \_\_\_\_\_  
 SIGNATURE AND SEAL OF THE BIDDER

---

**Validity of the Offer:** 60 (sixty) BUSINESS DAYS (according to Art. No. 2 of the Conditions Document)

Individuals). -

**PAYMENT TERMS:** 100% cash upon certified invoice and delivery of the vehicle.

**DELIVERY PLACE:** Municipal Property – Avda. Paraguay No. 1240 – Salta - Capital. Freight, Insurance  
Transport and unloading are the responsibility of the supplier.

**TAXES:** If VAT is charged, it must be included in the quote.

**Alternative offers may be accepted, provided that, at the discretion of the requesting body, they are convenient to the interests of the Municipal State.**

**IMPORTANT:** The Municipality of the City of Salta will have the right to the conditions and prices agreed to increase or decrease up to 30 (thirty) % of the total awarded, the benefits object of the contract. (Art. 47 of Law No. 8072)

**MUNICIPALITY OF THE CITY OF SALTA**
**TECHNICAL SPECIFICATIONS AND SPECIAL CLAUSES**
**PUBLIC TENDER No. 09/25**
**“ACQUISITION OF 1 (ONE) TRUCK EQUIPPED WITH A DUMP BOX FOR THE  
 UNDERSECRETARY OF GREEN SPACES REQUESTED BY THE SECRETARY OF ENVIRONMENT AND SERVICES  
 PUBLISHERS”**

This document sets out the technical specifications to which the object of this call must conform.

It must be new, unused, with the latest technology, of a recognized brand, with representation in the country and in Salta, of sufficient quality and seniority in the provision of this type of unit that guarantees efficient mechanical technical service and the smooth provision of spare parts during the useful life of the goods to be acquired.

Below are the characteristics that will preferably be evaluated for the acquisition of the truck equipped with a dump body:

<b>Dimensiones (Metros)</b>	
Distancia entre ejes: entre 3,5 y 4,8 aproximadamente	
Largo Total: entre 6 y 8 aproximadamente	
Ancho: 2,5 aproximadamente	
Altura (con escotilla sin carga) 3 aproximadamente	
Radio de giro pared a pared 7,600 8,300 9,190	
Longitud Carrozable: entre 4y 6,5 aproximadamente	
<b>Peso en Kilogramos</b>	
Capacidad de Carga entre 10.000 y 10.500 aproximadamente	
Capacidad máxima de Tracción 27.000 aproximadamente	
<b>Motor</b>	
Turboalimentado - Intercooler	
Cantidad de Cilindros: 4	
Cilindrada Total (c.c.) 4500 aproximadamente	
Potencia Máxima 206 CV (150 kW) @ 2500rpm aproximadamente	
Velocidad Máxima 120 km/h aproximadamente	
<b>Transmisión</b>	
Manual Caja de Velocidades Marchas 6+1	
Embrague Tipo Monodisco Seco con accionamiento hidráulico	
Frenos De Servicio / Estacionamiento Tambor en ejes delantero y trasero.	
Dirección Mecánica servo asistida hidráulicamente	
<b>Rodado</b>	
Neumáticos Radial sin cámara, 275/80 R22.5 Direccionales o similar	
Ruedas Delanteros simples traseros duales.: 7,5" x 22,5" o similar	
Suspensión Eje Delantero Mecánica, a ballestas parabólicas de simple flexibilidad. Dos amortiguadores hidráulicos telescópicos de doble acción y Eje Trasero Mecánica, a ballestas parabólicas de doble flexibilidad o similar	
<b>Instalación Eléctrica</b>	
Baterías 2 x 12 V - 100Ah	
Alternador 28 V - 90 A	
Motor de arranque 4kW	
<b>Abastecimiento</b>	
Tanque de Combustible 275 litros aproximadamente	
Aceite de motor 9.3 (con filtro) aproximadamente	
<b>Equipamiento</b>	
Aire acondicionado	
Suspensión neumática de asiento de conductor	
Suspensión de cabina	
Llanta de auxilio	
Espejos simples	
Paragolpes color negro	
ABS	
Limitador de velocidad 90km/h	
<b>Caja Volcadora</b>	
Caja Volcadora Nueva de 6 m3	

SIGNATURE AND SEAL OF THE BIDDER

The winning firm must provide:

- Key duplication
- Safety kit
- Fire extinguisher, triangular beacons and first aid kit.
- Wheel wrench and jack with sufficient capacity to lift one axle of the vehicle
- Complete spare wheel with the same running gear as those installed, with its corresponding support.
- Original Spanish truck manuals: 1) user manual and 2) warranty manual

The awarded firm must ensure: the provision of original spare parts for a period of 5 (five) years and Official mechanical technical service in the urban area of the city of Salta.

**THEY WILL BE PART OF THE QUOTE:**

The preparation of the unit, the installation and commissioning of additional equipment (in the case of (corresponding), freight to the municipal property and its corresponding registration.

The unit to be tendered must meet the minimum required specifications.

- Technical warranty for both (truck and dump body) for a period of 2 (two) years, by default constructive or failure of parts that affect its normal operation, in favor of the Contracting Agency.
- Technical support service: Bidders must have technical personnel in the city of Salta. and appropriate tools to perform normal maintenance and repairs of the unit under warranty.

**TERM AND PLACE OF DELIVERY**

The delivery period will be immediate from the date of issue of the PURCHASE ORDER.

The delivery location will be in the City of Salta Capital, Municipal property, Avda. Paraguay No. 1240.

**TECHNICAL TRAINING**

The bidder undertakes, in the event that it is awarded the contract, to instruct the personnel of this Municipality in the management and technical operation of the vehicle, with all expenses of said instruction by the same (if required).

**MUNICIPALITY OF THE CITY OF SALTA**

**SPECIAL CLAUSES SPECIFICATION**

**PUBLIC TENDER NO. 09/25**

**“ACQUISITION OF 1 (ONE) TRUCK EQUIPPED WITH A DUMP BOX FOR THE  
UNDERSECRETARY OF GREEN SPACES REQUESTED BY THE SECRETARY OF ENVIRONMENT AND SERVICES  
PUBLISHERS”**

**OFFICIAL BUDGET: \$ 125,438,412.00.- (One Hundred Twenty-Five Million Four Hundred Thirty Pesos  
and Eight Thousand Four Hundred Twelve with 00/100)**

**ART. 1 - PRESENTATION METHOD:** Proposers will submit a sealed envelope without letterhead, stating the PUBLIC TENDER number, date and time of opening, containing the following:

documentation **“duly paginated and signed by the bidder on each page”**:

- a) Cover Note.
- b) Affidavit of not being involved in the incompatibilities to offer and contract provided for in Art. 32 of Law 8072, art. 43 of Regulatory Decree No. 87/21 of according to the form attached in Annex I.
- c) Complete Annex II form with the bidder's details.
- d) When offers are made on behalf of natural or legal persons, the instrument that authorizes representation (minutes, power or powers, registered in the registry of mandates of the judicial branch of the Province of Salta), as well as the background corporate where applicable.
- e) Current definitive Certificate of Registration in the Municipal Supplier Registry from Salta whose sector fits the PURPOSE of this contract, or Provisional Certificate issued for this particular contract (in accordance with Resolution No. 27/16 of the Secretary of the Treasury). In the latter case, the final certificate must be submitted without fail until the instance of the signing of the contract or issuance of the Purchase Order.
- f) Proposal Guarantee: The bidder will guarantee his offer, for an amount equivalent to five percent (5%) of the total amount offered, as established in article 45 of the Decree 087/21 (Law 8072), through cash, surety bond or promissory note, which must be signed by the owner in the case of individual signatures or by whoever has the use of the corporate signature or act with sufficient power in the case of companies.

The promissory note guarantee will be accepted as a guarantee of maintaining the offer, but it will not be valid as a guarantee of contractual performance or against security. The promissory note must be filled out with in accordance with current legislation, with the corresponding legal seal before the General Directorate of Provincial Revenue. The cash guarantee may be paid by deposit or bank transfer to the following account, the bidder must attach the receipt (according to Art. 47 inc. a) of Regulatory Decree No. 087/21).

\_\_\_\_\_  
SIGNATURE AND SEAL OF THE BIDDER

MUNICIPALITY OF THE CITY OF SALTA		
BANCO MACRO		
CUIT:	30585583533	SUC. 100
ACCOUNT:	3-100-0004011207-5 - SECURITY DEPOSIT	
CBU:	2850100-63000040112075-1	
HOME:	AVDA. PARAGUAY No	
POSTCODE:	4400	TEL. 4160900

- g)** General and Specific Terms and Conditions, Technical Specifications and Special Clauses, explanatory notes, if any, duly signed on all pages by the Proponent.
- h)** Receipt of the Purchase of the Specifications or Printed Proof of Transfer (payment must be carried out prior to opening the envelopes).
- i)** Current definitive Certificate of Tax Regularization (SG) issued by the Municipality of the City of Salta or failing that, proof of initiation of the procedure, Affidavit of no maintain any debt with the Municipality of Salta, authorizing to discount any determination arising at the time of payment.
- j)** Original and Duplicate Quotation Form with its corresponding Municipal Seal (According to current Municipal ordinance).
- k)** Proof of the CBU of the current account of the proposer or the firm.
- l)** Proof of registration with AFIP for the service or sector related to this tender.
- m)** Form 901 issued by the General Directorate of Revenue of the Province of Salta.
- n)** Accreditation or sworn declaration of not being included in the Debtors Registry Food (implemented by Law No. 7411), with respect to the owner of the firm (in the case of natural persons) and the administrative and representative body (in the case of persons legal).
- ñ)** Truck and dump body specifications, make, model and version, attaching technical sheet in which compliance with the specifications requested in this document is verified

**All documentation submitted by the bidder and referred to above must be signed, sealed and numbered. If such documentation is submitted in photocopies, they must be duly certified by a Notary Public.**

**In the absence of compliance with any of the requirements stipulated above, THE AUTHORIZATION WILL BE GRANTED to the offeror and/or representative a period of no more than 72 (seventy-two) hours following the act of opening, for compliance. Failure to comply with these observations within the time limit granted may result in the proposal being rejected.**

---

**In the case of the Final Certificate of Registration in the Registry of Suppliers of the Municipality of the City of Salta, the same must be presented without fail until the instance of the signing of the Contract (according to Art. 81, Decree 87/21).**

Observations and/or challenges to the opening act and the offers may be made up to 2 (two) days business days after its opening, which will be resolved within 3 (three) days following its opening. presentation and the provisions of Article No. 51 of Decree No. 87/21 shall apply.

**ART. 2º - MAINTENANCE OF PROPOSALS:** The bidders are obliged to maintain their offers for the term of **sixty (60) business days as a minimum**, counting from the opening date of this PUBLIC TENDER. After said term has elapsed without the corresponding Act having been issued Administrative Award, the maintenance period of the offer(s) will automatically be extended until the issuance of the aforementioned legal instrument, unless expressly withdrawn by the party interested.

**ART. 3 - THE QUOTED PRICES SHALL BE UNCHANGEABLE.** The prices corresponding to the award will be invariable. However, when supervening causes that could not be taken into account at the time of the offer substantially modify the economy of the contract, it may be, by agreement of parties, carry out the review of the contractual values. The responsible official will monitor regarding the reasonableness of the prices to be paid by the contracting unit (Art. 49 Law 8072). The quote must be made in pesos, without discriminating VAT or any other tax or levy, recording the unit and total prices per line and the grand total of the proposal. It will not be possible stipulate payment in a currency other than the one quoted. In the event that the total of the quoted line does not corresponds to the unit price, the price that is most advantageous for the Municipality.

**ART. 4º - THE BIDDER** must save any amendment or scraping presented in the proposal, and the calculations Arithmetic must be exact, **otherwise the price that is the most profitable will be taken for the award. advantageous for the Municipality.**

**ART. 5º - AWARD GUARANTEE:** It may not be less than 10% (ten percent) of the value awarded. It must be submitted in one of the forms described in Art. 1, Section f) of the present Specifications and/or those established in Article No. 8 of the General Conditions Specifications. The promissory note is accepted as a guarantee of award.

**ART. 6º - THE PRESENTATION** of the offer implies full knowledge and acceptance of the Bidding Documents Specific Clauses and General Conditions. The award will be made by Resolution of the Sub-Procurement Secretariat.

If the award does not fall on the pre-awarded offer, the following must be expressly recorded: grounds for such decision. The award will be communicated to all bidders.

**MUNICIPALITY OF THE CITY OF SALTA**  
**GENERAL CONDITIONS**

**PUBLIC TENDER No. 09/25**

**PURPOSE OF THE CALL**

**ARTICLE 1 - THIS CALL** has the objective of “**ACQUISITION OF 1 (ONE) TRUCK EQUIPPED WITH DUMPING BOX DESTINED FOR THE UNDERSECRETARY OF GREEN SPACES REQUESTED BY THE SECRETARY OF ENVIRONMENT AND PUBLIC SERVICES**”, adjusted to the Particular Clauses and This General Conditions Document, which forms the basis of the contract.

**BIDDERS**

**ARTICLE 2.- ALL natural or legal persons may participate** in this call.

registered in the Municipal Supplier Registry.

The certificate of registration in the Registry of Suppliers lists the items in which the proponent is authorized to offer, which must be strictly related to what is requested in the procedure,

**Otherwise the offer will be rejected.**

Natural or legal persons who are in the situations may not submit offers provided for in Article No. 58 of Law No. 8072.

**ARTICLE 3.- BIDDERS** who submit their offers without being registered in the Registry of Municipal Suppliers, must present a provisional registration certificate for the sole purpose of their proposal can be considered, and the contract cannot be signed or pre-awarded until the presentation of the final registration certificate, as regulated by Articles 56, 57, 58 and 59 of Law 8072 and those consistent with Regulatory Decree 87/21, and are also required to submit the final Registration Certificate within the period stipulated by the Specific Clauses Document.

**ACQUISITION OF SPECIFICATIONS**

**ARTICLE 4.-** The General and Specific Conditions, Technical Specifications and Clauses Specials must be paid by bank transfer, in the Bank Account indicated below below, **prior to opening the envelopes:**

MUNICIPALITY OF THE CITY OF SALTA	
BANCO MACRO	
CUIT	30585583533
ACCOUNT	3-100-0004000999-3 - BUDGET RESOURCES.
CBU	2850100-63000040009993-3
HOME	AVDA. PARAGUAY No
POST CODE	4400
	TEL. 4160900

The receipt issued by the bank must be included in the envelope, since it is the same form part of the documentation requirements.

SIGNATURE AND SEAL OF THE BIDDER

---

## OPENING OF PROPOSALS

**ARTICLE 5 - AT THE PLACE, DAY AND TIME SET**, the bids will be opened in order of presentation in the presence of the head of the Undersecretary of Contracts or to whomever he delegates the function; Municipal Notary or his legal substitute, a member of the Municipal Audit Court, a member of the Single Internal Control Agency. The opening of envelopes will be carried out where the Undersecretary of Contracts so provides, having been arranged in this case, in the offices of the General Directorate of Contracts dependent on the Treasury Department.

The envelopes must be submitted by June 3, 2025, or the following day if this is a holiday, to 10:00 am without fail, at the reception desk of the Undersecretary of Contracts, appointment at Av. Paraguay N° 1240, 1st Floor.

Only proposals submitted **by the scheduled time will be taken into consideration.**

**the opening of the event. Under no circumstances may bids be received after the opening time fixed, even if the act has not started.**

Once the opening hours have been reached, no proposals or modifications will be accepted. presented or a request for explanation or clarification that interrupts the act.

**ARTICLE 6 - A record will be drawn up of the result obtained**, which must be absolutely objective, it will be signed by the officials involved and by those present who wish to do so.

The minutes must contain:

- 1- Order number assigned to each proposal.
- 2- Name of the bidder and registration number in the Supplier Registry.
- 3- Amount and form of guarantee.
- 4- Bid amount.
- 5- Observations on proposals that have not complied with the requirements set out in the present document.
- 6- Observations and/or challenges made at the opening ceremony.
- 7- Rejection of proposals that have not complied with the requirements demanded by the moment of opening.

### **REQUIREMENTS TO BE FULFILLED AND FORM OF PRESENTATION OF THE PROPOSALS**

**ARTICLE 7 - PROPOSALS** that are to be extended in duplicate must be submitted signed and paginated by the bidder on each page. These proposals must be handwritten. perfectly legible and/or machine and/or computer, will be delivered under receipt or sent by piece certified with the necessary advance notice.

The tender number and the date and time set for the tender must be prominently indicated on the envelope. opening.

Quotations will be made exclusively for the unit of measurement inserted in the form. price.

Unless otherwise expressly stated, the quantity ordered is considered net, whether in volume, weight or quantity. ability.

If the particular clauses do not establish another method of quotations, the offers will be made line by line. line, and can be done by part of a line recording the unit prices, the total amount of each one and the total amount of the proposal.

The mere presentation of the offer implies the declaration that the proponent has become familiar with all documentation, as well as its particular characteristics, and therefore cannot

subsequently claim doubts or lack of knowledge in this regard, nor make claims for additional payments or some compensation.

### WARRANTIES

**ARTICLE 8 - GUARANTEES** for contracts with the Municipality will be calculated based on the percentages and amounts detailed below:

- Bid Guarantee: 5% (five percent) of the value of the Bid submitted.
- Award Guarantee: 10% (ten percent) of the awarded value.

The guarantees ensure compliance with all of the bidder's obligations, as established in the specifications of Base and Conditions or in other complementary stipulations agreed upon and will be constituted independently for each of the obligations contracted, without credits against the National, Provincial or Municipal State that the proponents have in process.

The guarantees will be presented at the following times: OF THE OFFER: In the presentation envelope together with the proposal. In case the double envelope alternative is used, in the first one. THE AWARD: within three (3) business days of receiving the communication of the award.

Guarantees may be granted, unless otherwise determined, in any of the following forms:

- a) **In cash**, by deposit at Banco Macro SA, accompanying the Credit Note pertinent, at the order of the Municipality.
- b) **Savings Certificate or Fixed Term** in the name of the offeror and available to the department contractor.
- c) **By certified check**, against a bank, with preference to the place where it is made the contract, or any transfer: Postal or Bank. This certification must be completed with a personal sworn statement, by which the issuer or holder guarantees in favor of the municipality, the maintenance of funds certified by a banking entity, for a period of 30 business days from the date of opening of envelopes, in order to comply with the offer guarantee.
- d) **With a guarantee issued by a banking or financial institution** with headquarters in both cases in the City from Salta.
- e) **Surety Bond** in favor of the Municipality of Salta.
- f) **Promissory note** signed by the holder when it concerns sole signatures or by whoever has the use of the corporate signature or act with sufficient power in the case of companies. The document must be filled out in accordance with current legislation, with the corresponding legal seal and indication of the corresponding contract. **This form is not accepted as a guarantee of award.**
- g) **With certification of liquid and demandable credit** that the proponent has with the Municipality of the City of Salta.

In the deposits of securities granted as collateral for contracts entered into with the Municipality, there is no They will make restitutions for the increase in said values motivated by compensations in the conversion operations or by appreciation of stock market prices.

**ARTICLE 9 - GUARANTEES** will be returned at the request of the offeror at the following times:

- a) THE OFFER: Once the contract has been signed, the Contracting Entity will proceed to the return of the bid guarantees, both to successful bidders and to the other bidders, within

within a maximum period of fifteen (15) business days, except for those that have become award guarantee.

b) THE AWARD: After the obligations arising from the award have been fully and satisfactorily fulfilled. of the contract.

c) THE COUNTER-GUARANTEE: will be returned when the obligations it guarantees are fulfilled.

The amounts given as security will not accrue any interest.

#### RESPONSIBILITY FOR ITS AMOUNT

**ARTICLE 10 - HOWEVER**, the bidders and the successful bidders shall be responsible for the sole fact of formulate the proposal or obtain the award for the respective amounts in case of non-compliance with the obligations incurred.

The bidder or successful bidder, at the sole request of the Municipality, undertakes the obligation to make effective the amount of the bail or the corresponding charges in those cases where there is exemption from warranty.

Any claim that is intended to be filed may only be established after the respective payment, but

You must waive the right to raise exceptions in the event that an action is initiated for collection of the signed document.

#### DEADLINES

**ARTICLE 11 - DELIVERY TIMES**, currency of the offer and other special conditions will be those established in the specific clauses or in the proposal forms.

#### ORIGIN OF MANUFACTURING

**ARTICLE 12 - UNLESS OTHERWISE STATED**, it is understood that the quoted elements are of Argentine industry.

#### OF THE SAMPLES

**ARTICLE 13 - WHEN THE QUOTE FORM** requires the presentation of samples, the

They must be submitted before the opening of the proposals in the warehouse or office.

that is pointed out.

The quantity of the items to be competed for will be specified in the quotation form, which

It is an integral part of the specifications and conditions.

The samples presented by the bidders **will remain in the possession of the Municipality**, when they are not claimed within 30 (thirty) calendar days after the opening of the tender.

The accompanying samples must conform to the packaging, dimensions, weight and volume established in the quote form.

The samples corresponding to the awarded articles are exempt from return, which will remain in

power of the Municipality to control those provided by the awardees, unless the

value or characteristics of the effects do not allow retention, which must be adjusted and left

consistency in each proposal.

#### HOME

**ARTICLE 14 - FOR THE PURPOSES OF COMPLYING WITH THEIR OBLIGATIONS, THE PROPOSERS MUST ESTABLISH THEIR ADDRESS IN THE CITY OF SALTA.**

The REAL AND SPECIAL addresses (if any) of the proponents must be included in the proposals.

\_\_\_\_\_  
SIGNATURE AND SEAL OF THE BIDDER

The presentation of the signed documents will imply submission to the Courts of the Province of Salta and the waiver of any other ordinary jurisdiction or venue.

The notifications, communications and other proceedings that arise in the processing of this contract, or execution of the respective contract, will be carried out at the legal address, which the offeror indicates, being the carried out in the same fully effective for legal purposes.

#### **REJECTION OF THE OFFER**

##### **ARTICLE 15 - OFFERS WILL NOT BE CONSIDERED:**

- a) Submitted by firms that have been suspended from the Supplier Registry of the Municipality.**
- b) That they deviate from the bases of the contract (general, specific and special characteristics or conditions of the object or reason for the contract) or that establish conditions not provided for therein.**

#### **POWERS OF THE MUNICIPALITY**

**ARTICLE 16 - THE MUNICIPALITY** may reject all or part of the proposals, as well as award all or part of the selected elements.

#### **EQUALITY OF OFFERS**

**ARTICLE 17 - IN THE EVENT THAT 2 (TWO) OR MORE PROPOSALS** are at the same price or required quality, the bidders will be called to improve their offers in writing, which must be presented in an envelope that meets the conditions established in Art. 6 and that will be opened on the date and time that has been established in the order.

If a tie persists, preference will be given to the proposal that originally set the lowest price. delivery time and/or longer payment period.

If equality continues in these aspects, a draw will be held, except in the case of national and foreign effects, in which case preference will be given to the former and if applicable, in secondly, those brought into the country prior to the contract being processed.

**ARTICLE 18° - OFFER EVALUATION COMMITTEE:** Which will be composed of three members at least.

The commission will draw up a comparative table of offers, verifying that the proposals conform to the required object. Within the framework of the analysis and evaluation process, you may have access to the evidence necessary to effectively gain knowledge of the economic and financial solvency of the different bidders (request for reports, documentation requirements, inspections, etc.), quality control of the products offered, request price quotes from third parties, the Chamber of Commerce and Salta Industry, and/or public bodies (e.g.: Central Contracting Unit, General Directorate of Statistics of the Province of Salta), consult databases, request advice from qualified people, etc.

Likewise, it may require a statement of Assets for natural persons and a General Balance Sheet for legal entities, from the last closed financial year, in accordance with the legal provisions in force,

\_\_\_\_\_  
SIGNATURE AND SEAL OF THE BIDDER

certified by a National Public Accountant and certified by the Professional Council of Sciences Economic of the corresponding jurisdiction, for the purposes of determining the economic situation Bidder's financial institution.

In the evaluation of the offers, the liquidity indices, debt capacity, and short, medium and long term and the solvency of the bidder.

**ARTICLE 19 - PRE-AWARD: The Offer Evaluation Committee** will carry out the analysis, evaluate and will evaluate the proposals and rule on the one that is most convenient to the interests of the Municipality, taking into account the quality, price, suitability of the bidder and other conditions of the Offer. It may be issued within a reasonably longer period than that provided for in Article 52 of Decree 87/21 when well-founded reasons justify it.

The Commission shall not only advise on the most suitable proposal, but shall also determine the order of priority of all valid bids submitted, which priority will be taken into account before the in the event that the best offer could not be awarded.

The Pre-award will be announced to all bidders by the Undersecretary of Hiring, within 3 (three) business days after the recommendation was sent to you carried out.

#### **PRE-AWARD NOTICE - ITS SCOPE -**

**ARTICLE 20 - THE UNDERSECRETARY OF CONTRACTS**, through its competent department, will communicate by some reliable means, to all bidders, the offers that were pre-awarded, as well as the place, day and time in which they may become aware of the actions

The communication of the pre-award is for information purposes only and will not have any effect on the pre-awardee any legal effect.

The Municipality is authorized to manage with the best placed bidder, according to the order established in the pre-award or with the bidders in the case of similar offers, modifications that do not alter this order and bring benefits to the Municipality.

The aforementioned actions must be substantiated in writing, form part of the file and communicate to the remaining bidders.

#### **OBSERVATIONS BY THE PROPONENTS**

**ARTICLE 21 - THE INTERESTED PARTIES**, once they have become aware of the background information referred to in the previous article, may formulate the objections to which they believe they have the right within a peremptory period of 3 (three) business days from the date of notification. These observations must be resolved and communicated to the interested parties at the time of notification of the Award.

#### **CHALLENGES**

#### **ARTICLE 22.- CHALLENGES AND/OR OBSERVATIONS.**

It is established as a formal budget for the viability of each of the challenges and/or observations made, which must be submitted within 48 hours of becoming aware of them or have been notified of the act being challenged and the establishment of a cash deposit in Municipal Treasury for an amount equivalent to 0.5% (zero point five percent) of the budget official. The aforementioned deposit must be submitted with a written appeal

founded together with all the evidence that is considered relevant, before the Undersecretary of Contracts, within the period provided in this document. The Undersecretariat of Contracts will analyze each one of the challenges that are presented and must accept or reject them, stating the reasons in all cases recommendations that it adopts, and its decision must be formalized through the administrative act corresponding.

#### **NOTIFICATION OF THE AWARD**

**ARTICLE 23 - THE AWARD** will be communicated to all bidders within 5 (five) days of the Administrative Act has been issued by reliable means.

Once this period has expired or before the expiration of the offer, the interested party who was not notified of the award may be requested personally or by registered telegram.

In the event that the purchase order contains errors or omissions, the successful bidder must put it in knowledge of the Municipality within 48 (forty-eight) hours of receipt without prejudice to complete the contract in accordance with the contracting rules and the awarded offer.

#### **FACULTY TO INCREASE OR DECREASE**

**ARTICLE 24 - WHEN SO** provided for in the quotation form, the Municipality will have right under the agreed conditions and prices to:

- a) Increase or decrease up to 30% (thirty percent) of the total awarded. That percentage It will affect both the full delivery and the partial deliveries, when they must be be carried out in periods.
- b) Extend the contract for a term not exceeding 30 (thirty) days, with or without the modifications included in paragraph a).

The Municipality (under the exclusive responsibility of the requesting entity) must request the relevant modification with 7 (seven) days' notice prior to the expiration of the contract's validity, In all cases of increased benefits, the guarantees must be readjusted. award.

#### **CONDITIONS OF DELIVERY OF EFFECTS**

**ARTICLE 25 - THE AWARDED BIDDERS** shall proceed with the delivery of the effects according to the provision orders relating to each contract, adjusting to the forms, term or place, and other specifications. established in the Technical Specifications (if any). Immediate delivery shall be deemed to be the order to be fulfilled by the suppliers within 10 (ten) days from the date of the relevant communication that is, the receipt of the purchase order. In the case of articles to be manufactured, the bidders They will specify in their proposal the date on which they undertake to deliver them, counting from the day on which receive the purchase order.

The receipts or delivery notes that are signed at the time of unloading the articles and merchandise to the municipal warehouses or offices, originating from the supplier establishments will be so on condition "a review".

Once the deadline for compliance with the agreement has expired, without the goods or services being delivered or presented in the case of rejected, without prejudice to the fines that correspond for delay, will be intimated by certified piece, its delivery or presentation within a peremptory period under penalty of termination of contract provided that there is no verifiable cause of force majeure or fortuitous event.

#### **PRESENTATION AND COMPLIANCE OF INVOICES**

**ARTICLE 26 - INVOICES** that are presented for purchases and contracts, whether by The partial or total supply made will be confirmed within 3 (three) days of its presentation provided that the goods or services were provided in accordance with the agreement. When necessary a prior analysis, in the manner established in the bases, this term will be 8 (eight) days, unless

Technically, its execution requires more time, such assessment being the responsibility of the office respective municipal technique.

When there are justified causes and in each case the terms provided for in the previous article may be extended to 14 (fourteen) and 30 (thirty) days, respectively, with prior notice to the interested parties with in advance of the event and by certified letter.

In case of rejection or observation, in both cases justified, of the goods or services, the Invoices submitted will be returned without further processing.

The deadlines provided for in the presentation of invoices will be interrupted when the deadline is not met. supplier, some administrative legal resource, procedure, etc.

#### **EXPENDITURES CHARGED BY THE AWARDEE OR BIDDER, AS THE CASE MAY BE**

ARTICLE 27 - The following expenses **are WITHOUT EXCEPTION** to be borne by the successful bidder:

- a) Those arising from the formalization, application or execution of contracts.
- b) Contract sealing costs.
- c) Analysis costs, wages or other concepts in case of rejection of the proposals goods or services.
- d) Cost of the analysis or test and relevant expenses incurred at the request of the successful bidder against the rejection of the goods or the work carried out, at the time when it must be submitted in accordance with a reception, provided that these analyses agree with the first.

Likewise, the repair or replacement of the elements, as appropriate, will be the responsibility of the successful bidder. partially or totally destroyed in order to determine whether they conform in their composition or construction to what strictly contracted, in the event that only in this way are the defects or flaws in the goods or in their structure, materials, etc., otherwise the relevant expenses will be borne by the Municipality.

On the other hand, the costs incurred for claims regarding the award will be borne by the offeror if they were attributable to the same.

#### **OF PENALTIES**

ARTICLE 28 - **BIDDERS OR SUCCESSORS** will be subject to the penalties established then, for the following reasons:

- a) ~~By withdrawal of offer:~~ Before the expiration of the offer maintenance period will result in the loss of the bid guarantee, provided that there has been no notification of In the event of justified partial withdrawal, this guarantee will be lost in the form proportional.
- b) ~~For non-integration of the award guarantee:~~ Loss of the offer guarantee, if not present or extend the award guarantee within the deadlines established in the present specification. In this case, the Undersecretary of Contracts through its department The competent authority will be empowered to award the contract to the offers that follow in the order of merit or proceed to a new calling.
- c) ~~For non-withdrawal of the Compliance Order and/or Contract:~~ From the sixth business day of the communication of final award, without withdrawing the Purchase Order and/or Contract, will apply a daily penalty of zero point twenty percent (0.20%) on the total amount awarded.
- d) ~~If the Purchase Order is not withdrawn within ten days of its issuance,~~ it will be rescinded. the contract, the offer guarantee will be executed, and the fine provided for in point c) will be applied.

- e) **For delay in the execution of the contract:** A daily fine of zero point fifty will be applied. per thousand (0.50%) on the total awarded, or proportional to the value whose delivery is delayed, or where applicable, the value of those goods that have been rejected, for each day of delay in meeting the deadlines established in the Purchase Order.
- This fine will be applied for the time determined by the contracting entity, based on reasons of opportunity, merit or convenience and up to a maximum of ten (10) calendar days. After this period, the contract will be terminated with damages. arising from the delay plus the consequences provided for in Article 55 of Law No. 8072 and Regulatory Decrees.
- f) **Due to extension of deadlines:** When extensions of the delivery deadline are granted, In all cases, a fine equivalent to zero point fifty per thousand (0.50 0/0) will be applied. from the value of what was paid outside the term of the contract.
- g) **Due to breach of contract:** The service has not been performed in accordance with the provisions of the General and Specific Conditions, Technical Specifications (if any) and remaining clauses of the contract, the contract will be terminated. In the event that they have been Once part of the services have been fulfilled, they will remain firm and will produce, as regards them, the corresponding effects.
- Termination of the contract will result in the loss of the award guarantee, plus fines for delay incurred, plus compensation for damages, as provided for established in Art. 55 of Law 8072 and Regulatory Decrees.
- The termination will be effective by operation of law and will take effect from the moment the interested party communicate to the non-compliant party, in a reliable manner, its intention to resolve.
- h) **Due to unauthorized transfer of contract:** The transfer of the contract without due authorization of the contracting entity, will lead to the loss of the award guarantee and the application of a fine equivalent to ten percent (10%) of the total awarded

Penalties for non-compliance with contractual obligations will not be applicable when there is a unforeseen circumstances or force majeure, duly documented by the contractor and accepted by the entity contractor.

The co-contractor is obliged to report any unforeseen event or force majeure within ten (10) days business days after such circumstance has occurred or is known. If the deadline set for the satisfaction of the obligation does not exceed ten working days, the communication referred to above must be made within two working days of that period. After the aforementioned terms have passed, the co-contractor shall not You will have the right to make any claim. Default will be considered to have occurred simply by the expiration of the term stipulated, without the need for judicial or extrajudicial interpellation.

#### **ARTICLE 29° - INDEMNITY CLAUSE.**

The Contractor must hold THE MUNICIPALITY OF SALTA harmless from any claim, action judicial, claim, damage or liability of any kind or nature, which is brought by any public or private person, natural or legal, or dependent of the contractor and subcontractor and the employees and dependent on this, whatever the cause of the claim, responsibility that will remain even terminated the Contract for any reason. Liability shall extend to compensation, expenses and costs without the statement being limiting, in these cases THE MUNICIPALITY OF SALTA is empowered to affect the Contractual Guarantee and/or repair funds and/or any sum that for any reason The Municipality of Salta will owe the contractor without limiting the latter's liability.

---

### COMPUTATION OF TERMS

**ARTICLE 30 - ALL DEADLINES** mentioned in the General Terms and Conditions, Particulars and Technical Specifications (if any), will be understood as administrative business days.

### SANCTIONS

**ARTICLE 31 - WITHOUT PREJUDICE** to fines, loss of guarantees, etc., that may be applied, violations incurred by bidders or successful bidders will make them liable to the following sanctions:

**a) Warning:**

- 1) To any firm that incurs in the commission of errors that do not constitute malicious acts.

**b) Suspension in the Municipal Supplier Registry:**

- 1) Up to 1 (one) year when the contractor is warned for the second time within the year calendar, counted from a previous warning.
- 2) For a term of up to 3 (three) years from the signature that becomes liable to a second warning within a period of one year.
- 3) For a term of up to 4 (four) years when the notice to enforce the guarantee or the respective obligation that replaces it.
- 4) For a term of up to 5 (five) years to the previously suspended signature that incurred in acts that made him liable to new sanctions.
- 5) For a term of up to 10 (ten) years when the commission of acts is proven malicious.

The actions taken will be reviewed by the respective firm so that within 10 (ten) days it may formulate the discharges or statements to which he/she considers himself/herself entitled.

### LAWS - DECREES - ORDINANCES

#### REGULATIONS

**ARTICLE 32 - EVERYTHING** that is not expressly contemplated in the Clauses Particular and General Conditions, will be resolved by applying the provisions of the Law 8072 regulatory decrees and Municipal Decree 87/21 and its amendments as long as it retains its validity or that which replaces it in the future, the Municipal Accounting Regime, Municipal legislation or Provincial concordant and the laws of Administrative Procedures and the Code of Civil Procedure and Commercial of the Province.

In case of discrepancy between the provisions of the Specifications and the Law, the provisions of this Law shall apply.  
last