



Comisión Nacional de Actividades Espaciales

NATIONAL COMMISSION FOR SPACE ACTIVITIES

**DIRECT HIRE
N° 15-0011-CDI23**

For contracting the PRO-SPOT equipment repair service.

Offer Reception Date:

Until 29/05/2023 (11:00 a.m.)

**SUB MANAGEMENT OF PURCHASES AND CONTRACTS
751, Paseo Colón Ave- 3rd Floor- Capital Federal
Phone: 54-11-4331-0074
(mkobaluk@conae.gov.ar)**



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This Provisions and Conditions Form is composed of:

1. PARTICULAR PROVISIONS AND CONDITIONS FORM
2. ANNEX I. SWORN INTEREST STATEMENT ESTABLISHED IN ARTICLE 1 OF DECREE 202/2017. (See resolution 11-E / 2017)



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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 INNOVATION
President of the CONAE's Board of directors	Lic. Daniel Fernando Filmus
Secretary of Technological Scientific Articulation	Dr. Juan Pablo Paz
CONAE's Executive and Technical Director	Eng. Raúl M. Kulichevsky

SELECTING PROCEDURE

Type: DIRECT HIRE (Exclusivity)	Fiscal year: 2023
Class: NO CLASS	
Method: NO METHOD	
Number of contracting procedure: 15-0011-CDI23	
File: EX-2023-46364417- -APN-GAYRRHH#CONAE	
Commercial category: Professional and commercial services	
Contract subject: PRO-SPOT equipment repair service	
Legal Framework: Delegate Decree No. 1023/01 and its amendments, the "Regulations of the National Administration Contracting Regime" approved by Decree No. 1030/2016, ONC Provision No. 62-E/2016 approving the "Manual of Procedure of the National Administration Contracting Regime", ONC Provision No. 63-E/2016 approving the Single Document of General Terms and Conditions, which may be accessed and downloaded free of charge from www.argentinacompra.gov.ar from the normative link and ONC provision No. 6-E/2018.	



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SUBMISSION OF OFFERS

The technical offer and the commercial offer must be submitted up to the date and time determined in the call, through the website COMPR.AR <https://comprar.gob.ar> using the electronic form provided by the system and complying with all the requirements of the applicable specifications, accompanied by the documentation that integrates it in electronic support.

In order to guarantee its validity, the electronically uploaded offer must be confirmed by the bidder, who may do so only through an authorized user, in accordance with the procedure for registration and authentication of users of suppliers established in Provision 2016- 65-E-APN- ONC#MM and their respective Annexes.

The offer/bid will be displayed in digital format through the website COMPR.AR <https://comprar.gob.ar>.

TECHNICAL SPECIFICATIONS

Item	Qty	U.M.	Description
1	1	Service	<p>PRO-SPOT EQUIPMENT REPAIR</p> <p>Repair the two load plates of the controller and complete functionality tests will be carried out.</p> <p>The supplier is requested to deliver the test reports carried out and a list of the elements changed in its repair with the delivery of the repaired equipment.</p> <p>Warranty: 3 months</p> <p>Lead time: 14 calendar days from the start date of the deadline for compliance with the contractual document</p>



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SPECIAL BIDDING TERMS AND CONDITIONS

GLOSSARY

CONAE: NATIONAL COMMISSION FOR SPACE ACTIVITIES. Contracting Agency.

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

AWARDEE: It is the natural or legal person in whose favor the contract has been awarded by means of an administrative act issued by a competent authority.

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

SUB MANAGEMENT OF PURCHASES AND CONTRACTS: It is the Contracting Operations Unit of said Commission

ARTICLE 1° - BIDDER

1.1 Bidder shall be recognized company engaged in the business object of these Bidding Terms and Conditions, and legally qualified to sell the goods to be purchased according to the in-force laws of the country where the companies are located.

1.2 Those who intend to participate in this procedure shall comply with the incorporation and updating in the SIPRO (Suppliers Information System) administered by the National Contracting Office of the ADMINISTRATIVE SECRETARIAT OF MODERNIZATION of the MODERNIZATION GOVERNMENT SECRETARIAT by means of the procedure approved by Provision 64 - E/2016. Foreign bidders must pre-register in SIPRO system.

1.3 The contracting agency shall verify the ability to contract with respect to its potential suppliers, in the terms of paragraph f) of Article 28 of Delegate Decree No. 1023/01, as amended and supplemented. The Federal Administration of Public Revenues (AFIP) will be consulted and informed about the existence or not of non-compliances, according to its General Resolution 4164-E/17.

1.4. In case the bidder is a foreign supplier, he must submit a true copy of the registration form in the tax office of the country of origin or equivalent proof.

1.5 Pursuant to the provisions of Decree No. 202 dated March 21, 2017 and Resolution No. 11-E dated May 19, 2017 of the SECRETARIAT OF PUBLIC ETHICS, TRANSPARENCY AND FIGHT AGAINST CORRUPTION of the MINISTRY OF JUSTICE AND HUMAN RIGHTS, In compliance with the provisions of General Communication No. 76 dated June 19, 2017 of the NATIONAL CONTRACTING OFFICE OF THE MODERNIZATION GOVERNMENT SECRETARIAT, please fill in the form "Affidavit of Interests" (attached as **Annex I** to this document).



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ARTICLE 2 – OBTAINING THE PARTICULAR PROVISIONS AND CONDITIONS FORM

The specifications and Particular Conditions and all documentation related to this procedure may be obtained for the purpose of making queries or quoting, on the website: <https://comprar.gob.ar> called COMPR.AR, through which the Electronic System of contracts of the National Administration is working, pursuant to Provision N° 65/16 from the National Contracting Office.

ARTICLE 3°- ABOUT THE QUERIES

In order to consult these Terms and Conditions, the supplier must have complied with the registration and authentication procedure as an external user of the COMPR.AR website, in accordance with Provision N°. 65 - E dated September 27, 2016 of the NATIONAL OFFICE OF CONTRACTS of the SECRETARY OF ADMINISTRATIVE MODERNIZATION of the MODERNIZATION GOVERNMENT SECRETARIAT and their respective Annexes.

Queries shall be made through the Electronic System of Contracts, COMPR.AR.

CONAE will publish in the COMPR.AR website the explanatory notes and the modifications that are issued ex officio or in response to queries, in the latter case without mentioning the author of the query.

Under no circumstances CONAE shall answer phone calls nor answered those queries submitted after the deadline.

All queries shall be made at least THREE (3) days before the date set for the opening.

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.

4.2.- In addition, people representing the bidder shall submit the documents (minutes of the meetings where the Board of Directors has been appointed, minutes of 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).

ARTICLE 5°.- TERM OF 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 submission.

5.2- The term of the bid 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



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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 he shall not keep the offer valid without fulfilling the terms agreed in the bid, they shall be excluded from the procedure, thereby executing the bid bond, and informing such failure to the NATIONAL CONTRACTING OFFICE.

ARTICLE 6°- ALTERNATIVE BID

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

Decree No. 1030/2016. ARTICLE 56.- "...It is understood that an alternative offer is the one that, complying with all the technical specifications of the service set forth in the specifications and particular conditions, offers different technical solutions that may result in different prices for the same product or service..."

6.2- CONAE shall be able to choose any of the two or more submitted bids.

ARTICLE 7°- VARIANT BID

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

Decree No. 1030/2016. ARTICLE 57.- "...A variant bid is understood to be the one that, by modifying the technical specifications of the service provided in the specifications and particular conditions, offers a solution with an improvement that would not be possible if it were strictly complied with it..."

7.2- The contracting jurisdiction or entity may only consider the offeror's alternative offer if the offeror submits a base offer.

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 opening of the bids.

ARTICLE 9 - QUOTE

You must quote by completing the quote form generated by the website COMPR.AR <https://comprar.gob.ar>.

When quoting the line from the digital platform, the Technical Specifications of these Bid Specifications must be taken into account.

The quote must include the unit price in numbers, with reference to the unit of measurement established in the particular clauses according to the quote form generated by the COMPR.AR platform <https://comprar.gob.ar>.



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The quotes for national products shall be made in PESOS. The Value Added Tax (VAT) must be included and indicate the percentage of the applied rate.

The quotes for foreign products, nationalized by the bidder, can be made in PESOS, AMERICAN DOLLARS or EUROS. The Value Added Tax (VAT) must be included and indicate the percentage of the applied rate.

The quotes for the products to be imported and which shall be nationalized by the contracting entity, shall be made in AMERICAN DOLLARS or EUROS, 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.

CONAE is included in the Regime of imports for inputs aimed at scientific-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 to be chosen will be given by the commercial conditions offered, as well as the opportunity and particular need of the Agency 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- 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 bids 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- In those cases in which there are bids in different quote currencies, the comparison will be made taking into account the selling exchange rate of the BANCO DE LA NACIÓN ARGENTINA, in-force at the close of the opening day.

11.3- The award will be notified to the successful bidder within THREE (3) days of performing the respective act, by means of the announcement on the website <https://comprar.gob.ar> or where it will be replaced in the future and notices will be sent via messaging from the website COMPR.AR.

ARTICLE 12 – NOTICE FOR THE PURCHASE ORDER

The notice for the Purchase Order to the successful bidder will be made by posting on the site <https://comprar.gob.ar> or in which in the future replaces it and notices will be sent through messaging at the website COMPR.AR.



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ARTICLE 13 - DELIVERY LOCATION

13.1- For the bids of national or nationalized products by the bidder, delivery must be done in: ***Supplier facilities in France.***

13.2- 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 14 - DELIVERY TERMS

14.1- Lead Time: You must refer to what is indicated in the COMPR.AR and / or to the detail of each line.

14.2- The Delivery Time will be counted from the THREE (3) calendar days from the improvement of the contractual document.

In accordance with the provisions of article 102, clause c), paragraph 1 of the regulations approved by Decree No. 1030/16, the successful bidder who fails to comply with the delivery terms established in his bid shall be liable to the application of a fine of ZERO POINT ZERO PER CENT (0.05 %) of the value of the out-of-term payment for each working day of delay.

ARTICLE 15- SUBMISSION OF PRO FORMA INVOICES

15.1- The following considerations must be taken into account for the submission of proforma invoices, in accordance with the regulations issued by the Central Bank of the Argentine Republic.

- In case of payments through bank transfer in advance (Goods):
 - The supplier's name must be the same as the one informed during the purchase procedure.
 - The import invoice must not list services and the amount must equal the amount of the advance payment.
 - Probable date of shipment expressed in days/weeks/months after payment is received.
 - It must specify the INCOTERM.
 - The legend "Advance Payment" must be included.
 - The bank account must be specified
- In case of payments through bank transfer against shipment (Goods):
 - The supplier's name must be the same as the one informed during the purchase procedure.
 - They must submit as many proforma invoices as there are shipments.
 - The import invoice must not list services.
 - It is not necessary to state the date of shipment on the commercial invoice.
 - The INCOTERM must be specified.



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- The legend "Bank Transfer against Shipment" must be stated.
- The bank account must be specified
- In case of payments by transfer at sight (Goods):
 - The supplier's name must be the same as the one informed during the purchase procedure.
 - The import invoice must not list services and must be accompanied by a copy of the transport document.
 - The date of shipment does not need to be stated on the commercial invoice.
 - The INCOTERM must be specified.
 - The legend "payment at sight" must be stated.
 - The bank account must be specified.
- In the case of payments by transfer of services (Services):
 - The name of the supplier must be the same as the one informed during the purchase procedure.
 - The legend "Payment by Bank Transfer" must be included.
 - The bank account must be specified

15.2- General considerations:

- At the time of payment, proforma invoices must not be more than 90 days old.
- They must not have an expiration date.
- The type of currency must be specified, taking into account that the acronym \$ stands for ARGENTINE PESOS.
- They cannot include services and goods in the same document; they must be invoiced separately.

ARTICLE 16 – REQUISITES FOR GOODS BOUGHT ABROAD BY CONAE

16.1 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 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 appointed by CONAE, all the necessary certificates required by the Argentinean 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.

Special requisites for the load delivery.



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- 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 awardee responsible for any delay or lack of compliance with the terms.

16.2 The supplier shall wait for the instructions given by CONAE to proceed with 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.

16.3 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).

16.4 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 boxes 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.

16.5 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 17- INVOICING

17.1 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 TEN (10) 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.



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17.2 They shall be submitted at 751 Paseo Colon Ave, Document Management Unit, C.A.B.A between 10 am and 4 pm. Electronic invoices shall be submitted to the following email: ugd@conae.gov.ar.

17.3 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.

17.4 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 18- PAYMENT METHOD AND CURRENCY

18.1. In the event that the award falls on a bid made in PESOS (\$), payment will be made to the awardee in the same currency and through a bank transfer within 45 calendar days of receipt of the invoice (subject to final acceptance), according to the rules by the General Treasury of the Nation.

18.2. In the event that the award falls on a nationalized bid made in Foreign currency, payment will be made to the awardee in PESOS and through a bank transfer within 45 calendar days of receipt of the invoice (subject to final acceptance), in accordance with the rules of the General Treasury of the Nation and the seller exchange rate of BANCO DE LA NACION ARGENTINA in force at the time of the corresponding bank accreditation.

18.3. For offers of products to be imported by national suppliers, the payment will be made in in PESOS and through a bank transfer within 45 calendar days of receipt of the invoice (subject to final acceptance), in accordance with the rules of the General Treasury of the Nation and the selling exchange rate of BANCO DE LA NACION ARGENTINA in force at the time of the corresponding bank accreditation.

18.4. For offers of products to be imported by foreign bidders, payment shall be made by bank transfer. The currency for the payment will be the same used in the bid.

18.5. Notwithstanding the foregoing, payments will be made, considering the monthly cash program and the spending priorities contained in current regulations.

If payment is established in advance, the co-contracting party must set up a counter-guarantee for the equivalent of the amounts received in advance.

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 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 NACION ARGENTINA
3. BANCO DE LA PROVINCIA DE BS. AS.



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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.
27. BANCO MUNICIPAL DE ROSARIO
28. BANCO DE SANTA CRUZ S.A.
29. BANCO DE LA PAMPA SEM
30. BANCO DE CORRIENTES S.A.
31. BANCO COMAFI S.A.
32. BANCO JULIO S.A.
33. NUEVO BANCO DE LA RIOJA S.A.
34. BANCO CMF S.A.
35. BANCO DE SANTIAGO DEL ESTERO S.A.
36. BANCO INDUSTRIAL S.A.
37. BANCO DE SERVICIOS Y TRANSACCIONES S.A.
38. BANCO BICA S.A.
39. BANCO COINAG S.A.
40. BANCO DE COMERCIO S.A.

Since the payments made by the Treasury are made by crediting the bank account informed by the supplier, compliance with this requirement is necessary in order to receive the payments to which the supplier is a creditor.

18.6. Beneficiary registration: in accordance with the provisions of Joint Provision No. 09/15 of the GENERAL ACCOUNTING OFFICE OF THE NATION and 36/15 of the GENERAL



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TREASURY OF THE NATION, within the period set forth for that purpose, the following forms must be added:

ANNEX I.a - "Application for Registration of Entities" - (SAE). Must be completed and accompanied by proof of C.U.I.T.(Unique Tax Identification Code) of the Beneficiary.

- ANNEX IV - "Authorization of accreditation of payments of the National Treasury in bank account". It must be completed and certified by the banking authority where the account is located.

18.7. CONAE will be able to evaluate another way of payment offered by the bidders, but it is not obliged to accept it.

ARTICLE 19 - ANTICORRUPTION CLAUSE

It will be determining cause of the rejection without further action of the offer or bid in any state of the procedure or of the termination of the contract without further formality to give or to offer money or any gift in order that:

a)officials or public employees with competence referred to a tender or contract do or fail to do something related to their functions.

b) Or to assert the influence of their position before another official or public employee with the described competence, so that they do or fail to do something related to their functions.

c) Any person to assert his relationship or influence over an official or public employee with the described competence, so that they do or fail to do something related to their functions.

Those who have committed such acts in the interest of the contractor directly or indirectly, whether as representatives, administrators, partners, agents, managers, factors, employees, contractors, business managers, trustees, or any other human or legal person, shall be considered active subjects of this conduct.

The consequences of such unlawful conduct will occur even if they have been committed to the degree of intent.

ARTICLE 20 - CONFIDENTIALITY CLAUSE

The interested parties and potential bidders shall use the technical information that CONAE includes in these Particular Terms and Conditions, and the information to which they may eventually have access on the occasion of the execution of the contract, to present their quote and comply with the respective contractual obligations, exclusively, and may not be used - such information- for purposes other than those contemplated in the tender.

The mere fact of accessing the technical contents of the tender by the different legally formal means implies the plain acknowledgement that the National Commission for Space Activities (CONAE) of the Argentine Republic is the exclusive owner of all applicable rights and derivatives of the technical information referred to.



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ARTICLE 21 – COMPETENT JURISDICTION

This tender and the eventual divergences that may derive from it shall be subjected to the jurisdiction of the Commercial Courts, at the Autonomous City of Buenos Aires, waiving any other venue or jurisdiction that may correspond.



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ANNEX I: AFFIDAVIT OF INTERESTS- DECREE LAW # 202/2017

Type of taxpayer: Private Individual

Names	
Surnames	
CUIT	

Relations/Connections to be declared

¿Does the declaring natural person have any connection with the officials listed in articles 1 and 2 of Decree No. 202/17?

(Mark with an X where applicable)

YES	NO
In the case of relationships with more than one official, the information requested below shall be repeated for each of the relationships to be declared.	The chosen option regarding the non declaration of connections implies the express declaration of the non-existence of those in the terms of Decree No. 202/17.

Relationship/Connection

With which of the following officials?

(Mark with an X where applicable)

President	
Vicepresident	
Head of Cabinet of Ministers	
Minister	
Minister-level authority within the National Executive Branch	
Authority with rank lower than Minister, with capacity to make decisions	

(In case of having indicated Minister, Minister-level authority within the National Executive Branch or Authority with rank lower than Minister, with capacity to make decisions, please fill in the following fields.)

Names	
Last Name	
CUIT(Woker Id Number)	
Position	
Jurisdiction	



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Type of connection

(Mark with an X where applicable and provide additional information required for the type of connection chosen)

Partnership or Society	Specify Company Name and CUIT
Relationship by consanguinity within the fourth degree and second degree of affinity	Give details of the specific relationship.
Pending Lawsuit	Specify front page, file number, venue, jurisdiction, court and secretariat involved.
To be a debtor	Indicate reason for debt and amount
To be a creditor	Indicate reason for crediting and amount
Have received important benefits from the official	Indicate type of benefit and estimated amount.
Public friendship evidenced by great familiarity and frequency of treatment.	No additional information required

Additional Information

The non-declaration of connections implies the express declaration of the nonexistence of the same ones, in the terms of the Decree n° 202/17.

Signature

Printed Name

Date and Place



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Type of taxpayer: Legal Person

Company Name	
CUIT/NIT	

Connections to be declared

Are there any links with the officials listed in articles 1 and 2 of Decree No. 202/17?

(Mark with an X where applicable)

YES	NO
In the case of relationships with more than one official, or by more than one partner, or shareholder, the information must be repeated which is then requested by each one of the connections to be declared.	The option chosen as to the non declaration of connections implies the express declaration of the non-existence of those in the terms of Decree No. 202/17.

Connection

Person with the connection

(Mark with an X where applicable and provide additional information required for the type of connection chosen)

Legal person (if the connection to be declared is direct from the declaring legal person)	No additional information required
Legal Representative	Specify name and surname and CUIT
Controlling company	Specify Company Name and CUIT
Controlled companies	Specify Company Name and CUIT
Companies with a direct interest in the economic or financial results of the declarant	Specify Company Name and CUIT
Director	Specify name and surname and CUIT
Partner or shareholder with participation in the formation of the social will	Specify name and surname and CUIT
Shareholder or partner with more than 5% of the share capital of companies subject to a public bid	Specify name and surname and CUIT

Additional Information

With which of the following officials?



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(Mark with an X where applicable)

President	
Vicepresident	
Head of Cabinet of Ministers	
Minister	
Minister-level authority within the National Executive Branch	
Authority with rank lower than Minister, with capacity to make decisions	

(In case of having indicated Minister, Minister-level authority within the National Executive Branch or Authority with rank lower than Minister, with capacity to make decisions, please fill in the following fields)

Names	
Surnames	
CUIT	
Position	
Jurisdiction	

Type of connection

(Mark with an X where applicable and provide additional information required for the type of connection chosen)

Partnership or Society	Specify Company Name and CUIT
Relationship by consanguinity within the fourth degree and second degree of affinity	Give details of the specific relationship.
Pending Lawsuit	Specify front page, file number, venue, jurisdiction, court and secretariat involved.
To be a debtor	Indicate reason for debt and amount
To be a creditor	Indicate reason for crediting and amount
Have received important benefits from the official	Indicate type of benefit and estimated amount.



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Additional Information

The non-declaration of connections implies the express declaration of the nonexistence of the same ones, in the terms of the Decree n° 202/17.

Signature and Printed Name
of the declarant

Signing as

Date



Comisión Nacional de Actividades Espaciales

COMISION NACIONAL DE ACTIVIDADES ESPACIALES

**CONTRATACIÓN DIRECTA
POR EXCLUSIVIDAD
N° 15-0011-CDI23**

**Por la contratación del servicio de reparación equipo PRO-
SPOT.**

Recepción de ofertas: hasta el 29 de 05 de 2023 (11:00 hs.)

Subgerencia de Compras y Contrataciones
Av. Paseo Colón 751 - 3° piso - Capital Federal
Tel. 54-11-4331-0074 int. 5807
[**\(mkobaluk@conae.gov.ar\)**](mailto:mkobaluk@conae.gov.ar)



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El presente Pliego de Bases y Condiciones está compuesto por:

1. PLIEGO DE BASES Y CONDICIONES PARTICULARES 3
2. ANEXO I: DECLARACIÓN JURADA DE INTERESES – DECRETO N° 202/2017.....16



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PLIEGO DE BASES Y CONDICIONES PARTICULARES

Nombre del organismo contratante	Comisión Nacional de Actividades Espaciales (CONAE), entidad autárquica actuante en la órbita del MINISTERIO DE CIENCIA, TECNOLOGÍA E INNOVACIÓN
Presidente del Directorio de la CONAE	Lic. Daniel Fernando Filmus
Secretario de Articulación Científico Tecnológica	Dr. Juan Pablo Paz
Director Ejecutivo y Técnico de la CONAE	Ing. Raúl M. Kulichevsky

PROCEDIMIENTO DE SELECCION

Tipo: CONTRATACIÓN DIRECTA (Exclusividad)	Ejercicio: 2023
Clase: SIN CLASE	
Modalidad: SIN MODALIDAD	
N° de proceso de contratación: 15-0011-CDI23	
Expediente: EX-2023-46364417- -APN-GAYRRHH#CONAE	
Rubro comercial: Servicio Profesional y Comercial	
Objeto de la contratación: Servicio de reparación equipo PRO-SPOT	
Marco legal: Decreto Delegado N° 1023/01 y sus modificatorios, el "Reglamento del Régimen de Contrataciones de la Administración Nacional" aprobado por el Decreto N° 1030/2016 y sus modificatorios, la Disposición ONC N° 62-E/2016 que aprueba el "Manual de Procedimiento del Régimen de Contrataciones de la Administración Nacional", la Disposición ONC N° 63-E/2016 que aprueba el Pliego Único de bases y Condiciones Generales, los cuales podrán ser consultados y descargados en forma gratuita de la página COMPR.AR https://comprar.gov.ar desde el link normativa y la disposición ONC N° 6-E/2018.	



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PRESENTACION DE OFERTAS

La oferta se deberá presentar hasta el día y hora determinada en la convocatoria, a través del portal COMPR.AR <https://comprar.gob.ar> utilizando el formulario electrónico que suministre el sistema y cumpliendo todos los requerimientos de los pliegos aplicables, acompañando la documentación que la integre en soporte electrónico.

A fin de garantizar su validez, la oferta electrónicamente cargada deberá ser confirmada por el oferente, quien podrá realizarlo únicamente a través de un usuario habilitado para ello, conforme el procedimiento de registración y autenticación de los usuarios de los proveedores establecido en la Disposición 2016- 65-E-APN- ONC#MM y sus respectivos Anexos.

La oferta será exhibida en formato digital a través del portal COMPR.AR <https://comprar.gob.ar>.

ESPECIFICACIONES TECNICAS

Renglón	Cantidad	Unidad de medida	Descripción
1	1	Servicio	REPARACION EQUIPO PRO-SPOT Reparar las dos placas de carga del controlador y se realizaran los ensayos completos de funcionalidad. Se solicita al proveedor que con la entrega del equipo reparado se entreguen los reportes de ensayo realizados y un listado de los elementos cambiados en la reparación de este. Garantía: 3 meses Plazo de entrega: 14 Días corridos a partir de Fecha de inicio del plazo de cumplimiento DC



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CLÁUSULAS PARTICULARES

GLOSARIO

CONAE: COMISIÓN NACIONAL DE ACTIVIDADES ESPACIALES. Organismo contratante.

OFERENTE: Es la persona física o jurídica que ha presentado oferta en la presente contratación.

ADJUDICATARIO: Es la persona física o jurídica a cuyo favor se ha adjudicado la contratación, mediante acto administrativo emanado de autoridad competente.

COCONTRATANTE: Es la persona física o jurídica a quien se le ha notificado la orden de compra.

SUBGERENCIA DE COMPRAS Y CONTRATACIONES: Es la Unidad Operativa de Contrataciones de la CONAE.

ARTÍCULO 1º.- SOBRE LOS OFERENTES

1.1- El Oferente deberá ser empresa reconocida en el rubro objeto del presente Pliego y estar habilitada para comercializar los bienes a adquirir, de acuerdo a la legislación vigente del país donde se encuentre radicada.

1.2- A quien pretenda participar del presente procedimiento deberá dar cumplimiento a la incorporación y actualización en el SIPRO (Sistema de Información de Proveedores) que administra la Oficina Nacional de Contrataciones de la SECRETARÍA DE MODERNIZACIÓN ADMINISTRATIVA del MINISTERIO DE MODERNIZACIÓN mediante el procedimiento aprobado por la Disposición 64 – E/2016.

1.3- La entidad contratante verificará la habilidad para contratar respecto de sus potenciales proveedores, en los términos del inciso f) del Artículo 28 del Decreto Delegado N° 1023/01, sus modificatorios y complementarios. Se consultará e informará sobre la existencia o no de incumplimientos ante la Administración Federal de Ingresos Públicos (AFIP), de acuerdo a su Resolución General 4164-E/17.

1.4.- En caso de ser el oferente un proveedor del exterior, deberá presentar copia fiel del formulario de inscripción en el ente tributario del país de origen o constancia equivalente.

1.5.- En virtud a lo dispuesto por el Decreto N° 202 de fecha 21 de marzo de 2017 y la Resolución N° 11-E de fecha 19 de mayo de 2017 de la SECRETARÍA DE ÉTICA PÚBLICA, TRANSPARENCIA Y LUCHA CONTRA LA CORRUPCIÓN del MINISTERIO DE JUSTICIA Y DERECHOS HUMANOS, se deberá dar cumplimiento con lo establecido en la Comunicación General N° 76 de fecha 19 de junio de 2017 de la OFICINA NACIONAL DE CONTRATACIONES DEL MINISTERIO DE MODERNIZACIÓN, completar el formulario “Declaración Jurada de Intereses” (El mismo se encuentra adjunto como **Anexo I** del presente Pliego).

ARTÍCULO 2º.- SOBRE LA OBTENCIÓN PLIEGO DE BASES Y CONDICIONES PARTICULARES



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El Pliego de Bases y Condiciones Particulares y toda la documentación relativa a este procedimiento, podrán ser obtenidos con el fin de realizar consultas o presentarse a cotizar, en el portal: <https://comprar.gob.ar> denominado COMPR.AR, por medio del cual funciona el Sistema Electrónico de Contrataciones de la Administración Nacional, conforme la Disposición N° 65/16 de la Oficina Nacional de Contrataciones.

ARTÍCULO 3º.- SOBRE LAS CONSULTAS

A fin de efectuar consultas al presente Pliego de Bases y Condiciones Particulares, el proveedor deberá haber cumplido con el procedimiento de registración y autenticación como usuario externo del portal COMPR.AR, conforme a lo dispuesto en la Disposición N° 65 - E de fecha 27 de septiembre de 2016 de la OFICINA NACIONAL DE CONTRATACIONES de la SECRETARÍA DE MODERNIZACIÓN ADMINISTRATIVA del MINISTERIO DE MODERNIZACIÓN y sus respectivos Anexos.

Las consultas, deberán efectuarse a través del sistema electrónico de contrataciones COMPR.AR.

La CONAE, difundirá en el portal COMPR.AR las circulares aclaratorias y las modificatorias que se emitan de oficio o como respuesta a consultas, en este último caso sin indicar el autor de la consulta.

En ningún caso la CONAE responderá consultas telefónicas ni contestará aquéllas que se presenten fuera de término.

Las consultas deberán ser efectuadas hasta TRES (3) días antes de la fecha fijada para la recepción de ofertas.

ARTÍCULO 4º - CONTENIDOS DE LA OFERTA

4.1- La oferta deberá ser acompañada de una descripción técnica clara y suficiente de los bienes y/o servicios ofrecidos y deberán cumplir con los requisitos establecidos en el artículo 13 del Pliego de Bases y Condiciones Generales.

4.2- Además, deberán acompañarse los documentos (actas de asamblea con designación del directorio, actas de directorio con distribución de cargos, mandatos, poderes) de los cuales resulten las personas que representen al oferente, con facultades para obligarlo, realizar todos los actos y firmar los documentos que sean necesarios hasta la selección inclusive, excepto que dicha información se encuentre debidamente actualizada en el SISTEMA DE INFORMACIÓN DE PROVEEDORES (SIPRO).

ARTÍCULO 5º.- PLAZO DE MANTENIMIENTO DE LA OFERTA

5.1- El oferente deberá mantener su oferta, como mínimo, por el término de SESENTA (60) DÍAS CORRIDOS contados a partir de la fecha de presentación de oferta.

5.2- El plazo de mantenimiento de oferta se prorrogará en forma automática por un lapso igual al inicial, y así sucesivamente, salvo que el oferente manifestara en forma expresa su voluntad de no renovar el plazo de mantenimiento con una antelación mínima de DIEZ (10)



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días corridos al vencimiento de cada plazo. En este caso será sin ejecución de la garantía de oferta.

5.3- Si el oferente manifestara su voluntad de no mantener su oferta sin cumplir con los plazos comprometidos en la propuesta, corresponderá excluirlo del procedimiento, ejecutando la garantía de mantenimiento de oferta, y comunicando el incumplimiento a la OFICINA NACIONAL DE CONTRATACIONES.

ARTÍCULO 6°.- OFERTA ALTERNATIVA

6.1- Además de la oferta base los oferentes podrán presentar ofertas alternativas.

Decreto N° 1030/2016. ARTÍCULO 56.- "...Se entiende por oferta alternativa a aquella que cumpliendo en un todo las especificaciones técnicas de la prestación previstas en el pliego de bases y condiciones particulares, ofrece distintas soluciones técnicas que hace que pueda haber distintos precios para el mismo producto o servicio..."

6.2- La CONAE podrá elegir cualquiera de las dos o más ofertas presentadas ya que todas compiten con la de los demás oferentes.

ARTÍCULO 7°.- OFERTA VARIANTE

7.1- Además de la oferta base los oferentes podrán presentar ofertas variantes sólo cuando el presente pliego lo acepte expresamente en las especificaciones técnicas.

Decreto N° 1030/2016. ARTÍCULO 57.- "...Se entiende por oferta variante a aquella que modificando las especificaciones técnicas de la prestación previstas en el pliego de bases y condiciones particulares, ofrece una solución con una mejora que no sería posible en caso de cumplimiento estricto del mismo..."

7.2- La jurisdicción o entidad contratante sólo podrá comparar la oferta base de los distintos proponentes y sólo podrá considerar la oferta variante del oferente que tuviera la oferta base más conveniente.

ARTÍCULO 8°. MUESTRAS

De requerirse en las Especificaciones Técnicas la presentación de muestras, el plazo para acompañar las mismas será hasta el día y hora fijados para la recepción de las ofertas.

ARTÍCULO 9°.- COTIZACIÓN

Se deberá cotizar completando el formulario de planilla de cotización generado por el portal COMPR.AR <https://comprar.gob.ar>.

Al cotizar el renglón desde la plataforma digital, se deberán tener en cuenta las Especificaciones Técnicas del presente Pliego.

La cotización deberá consignar el precio unitario y cierto en números, con referencia a la unidad de medida establecida en las cláusulas particulares de acuerdo a la planilla de cotización que genera la plataforma COMPR.AR <https://comprar.gob.ar>.



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Las cotizaciones de productos nacionales deberán efectuarse en PESOS. El Impuesto al Valor Agregado (IVA) debe estar incluido e indicar el porcentaje de la alícuota aplicada.

La cotización de productos de origen extranjero, nacionalizados por el oferente, podrán efectuarse en PESOS, DOLARES ESTADOUNIDENSES o EUROS. El Impuesto al Valor Agregado (IVA) debe estar incluido e indicar el porcentaje de la alícuota aplicada.

La cotización de los productos a importar y que serán nacionalizados por la entidad contratante, deberán efectuarse en DOLARES ESTADOUNIDENSES o EUROS (MONEDA EXTRANJERA), bajo condición FOB, EXW o CIF (INCOTERMS UPC-600 de la CCI), indistintamente. Para ofertas CIF, se deberá discriminar el valor FOB, el valor del flete y el del seguro, a fin de posibilitar su comparación con las ofertas formuladas bajo condición FOB. Para ofertas EXW, CONAE solicitará cotización a su agente de cargas a fin de permitir dicha comparación.

La CONAE se encuentra incluida en el Régimen de importaciones para insumos destinados a investigaciones científico-tecnológicas – Ley 25.613 – por el cual se encuentra eximida del pago de derechos de importación y demás tributos. No obstante ello, la conveniencia de la propuesta a elegir estará dada tanto por las condiciones económicas ofrecidas, como de oportunidad y necesidad particular del Organismo para cada caso.

EL PRECIO COTIZADO SERÁ EL PRECIO FINAL QUE DEBA PAGAR EL ORGANISMO POR TODO CONCEPTO.

ARTÍCULO 10°.- GARANTÍA DE MANTENIMIENTO DE OFERTA

10.1- No será necesario presentar garantía de mantenimiento de oferta, en los casos expresamente mencionados en el artículo 40 del Pliego de Bases y Condiciones Generales.

ARTÍCULO 11°.- EVALUACIÓN Y ADJUDICACIÓN

11.1- La evaluación de ofertas se hará sobre el total de las mismas. La CONAE no está obligada a adjudicar la presente contratación a ninguna de las firmas oferentes.

11.2- En aquellos casos en que existan ofertas en diferentes monedas de cotización la comparación se efectuará teniendo en cuenta el tipo de cambio vendedor del BANCO DE LA NACIÓN ARGENTINA vigente al cierre del día de la recepción de ofertas.

11.3.- La adjudicación será notificada al adjudicatario dentro de los TRES (3) días de dictado el acto respectivo, mediante la difusión en el sitio <https://comprar.gob.ar> o en el que en un futuro lo reemplace y se enviarán avisos mediante mensajería del portal COMPR.AR.

ARTÍCULO 12°.- NOTIFICACIÓN DE LA ORDEN DE COMPRA



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La notificación de la Orden de Compra al adjudicatario se realizará mediante la difusión en el sitio <https://comprar.gob.ar> o en el que en un futuro lo reemplace y se enviarán avisos mediante mensajería del portal COMPR.AR.

ARTÍCULO 13°.- LUGAR ENTREGA DE LOS BIENES

13.1.- Para las ofertas de productos nacionales y/o nacionalizados por el oferente, la entrega deberá realizarse en: *Facilidades del proveedor en Francia.*

13.2.- Para ofertas formuladas bajo condición EXW se entregará en Fábrica, bajo condición FOB se entregará en Puerto o Aeropuerto de Origen y bajo condición CIF se entregará en Puerto o Aeropuerto de Destino.

ARTÍCULO 14°.- PLAZO DE ENTREGA DE LOS BIENES

14.1.- El Plazo de Entrega: deberá remitirse a lo indicado en el COMPR.AR y/o al detalle del renglón.

14.2.- El Plazo de Entrega se contará a partir de los TRES (3) días corridos desde el perfeccionamiento del documento contractual.

De acuerdo a lo previsto en el artículo 102, inciso c), apartado 1 del reglamento aprobado por el Decreto N°1030/16, el oferente que resulte adjudicatario y no cumpla con los plazos de entrega establecidos en su oferta será pasibles de la aplicación de una multa del CERO COMA CERO CINCO POR CIENTO (0,05 %) del valor de lo satisfecho fuera de término por cada día hábil de atraso.

ARTICULO 15.- PRESENTACIÓN DE FACTURAS PROFORMA

15.1.- Las siguientes consideraciones deben ser tenidas en cuenta para el envío de las facturas proforma, de acuerdo a la normativa del Banco Central de la República Argentina:

- En el caso de los pagos mediante transferencia bancaria anticipada (Bienes):
 - La denominación del proveedor debe ser igual a la informada durante el procedimiento de compra.
 - La factura de importación no debe contener servicios y el monto debe ser igual al monto del anticipo.
 - Fecha probable de embarque expresada en días/semanas/meses luego de recibido el pago.
 - Debe indicar el INCOTERM.
 - Debe figurar la leyenda "Pago Anticipado"
 - Debe indicar la cuenta bancaria
- En el caso de los pagos mediante transferencia bancaria contra embarque (Bienes):



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- La denominación del proveedor debe ser igual a la informada durante el procedimiento de compra.
- Deberán presentar tantas facturas proforma como embarques existan.
- La factura de importación no debe contener servicios.
- No hace falta que conste la fecha de embarque en la factura comercial.
- Debe indicar el INCOTERM.
- Debe figurar la leyenda "Transferencia Bancaria contra Despacho"
- Debe indicar la cuenta bancaria
- En el caso de los pagos mediante transferencias a la vista (Bienes):
 - La denominación del proveedor debe ser igual a la informada durante el procedimiento de compra.
 - La factura de importación no debe contener servicios y deberá estar acompañada de una copia del documento de transporte.
 - No hace falta que conste la fecha de embarque en la factura comercial.
 - Debe indicar el INCOTERM.
 - Debe figurar la leyenda "Pago a la vista".
 - Debe indicar la cuenta bancaria
- En el caso de pagos mediante transferencia de servicios (Servicios):
 - La denominación del proveedor debe ser igual a la informada durante el procedimiento de compra.
 - Debe figurar la leyenda "Pago mediante Transferencia Bancaria"
 - Debe indicar la cuenta bancaria

15.2.- Consideraciones generales:

- Las facturas proforma no deben tener más de 90 días de emitida al momento del pago.
- No deben tener fecha de vencimiento.
- Se debe indicar el tipo de moneda, teniendo en cuenta que la sigla \$ corresponde a PESOS ARGENTINOS.

No pueden contener servicios y bienes en el mismo documento, deben facturarse por separado.

ARTICULO 16°.- REQUISITOS PARA MERCADERÍA ADQUIRIDA POR CONAE EN EL EXTERIOR

16.1.- Previo al momento de embarcar en origen la mercadería:



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- CONAE debe aprobar la Factura Comercial de los ítems a embarcar, la misma será evaluada en relación a la pro-forma enviada.
- Packing List en idioma Español o inglés, con detalle del Suministro, peso y medida del /los bultos. En todos los casos que resulte necesario deberán acompañar folletos o Especificación Técnica del suministro, asimismo a requerimiento del Despachante de Aduana designado por CONAE, deberán aportar los certificados necesarios que requiera la Aduana Argentina y cuyo aporte resulten de responsabilidad del vendedor, como ser: composición del material, marca, origen, etc.
- Fotos de los bultos, en caso de ser posible foto de la mercadería dentro de las cajas.
- En los casos que las Especificaciones Técnicas demanden certificados de procesos, de calidad, protocolos de liberación, como condición técnica aplicable, su cumplimiento resultara condición necesaria e inexcusable para el embarque y posterior recepción conforme del Suministro.
- En los casos en que las Especificaciones Técnicas lo indiquen: Refrigeración en aduana. Temperatura de cámara, durante la totalidad del trayecto y en cualquier medio de transporte.

Requisitos especiales de la entrega de la carga.

- Para carga peligrosa, deberá ser obligatorio presentar el DATA SHEET al momento de la entrega de la mercadería.
- Requisitos especiales para el manejo de la carga durante el envío y almacenaje.
- De no acompañarse oportunamente la documentación a conformidad de esta CONAE, no se autorizará el despacho siendo responsabilidad del Adjudicatario todo retraso, mora o falta de cumplimiento en los plazos.

16.2.- El Proveedor, deberá esperar las instrucciones que le brinde la CONAE para proceder a la efectiva entrega de la provisión al forwarder designado. De proceder el Proveedor a entregar la carga por su propia cuenta sin autorización de CONAE, configurará un incumplimiento del Contrato y deberá resarcir los perjuicios causados, desde que se hubiera producido la entrega al agente designado. De igual forma el Proveedor deberá resarcir a CONAE si decidiera por su cuenta propia y sin contar con las instrucciones del Organismo para embarcar el Suministro a través de terceros agentes, aerolíneas o navieras.

16.3.- Cuando se envíen elementos para consumir en la República Argentina (Importación Definitiva), y/o elementos que desde ésta se deban re-exportar (Importación Temporal), deberán embalsarse en bultos separados y se deberá confeccionar una Factura Comercial para cada modalidad de destinación sea esta definitiva o temporal y deberán efectuarse embarques separados (uno para la Importación Definitiva y otro para la Importación Temporal).

16.4.- El Proveedor embalará los Bienes en la forma necesaria para impedir que se dañen o deterioren durante el transporte al lugar de destino final indicado en la Orden de Compra. El embalaje deberá ser adecuado para resistir, sin limitaciones, su manipulación brusca y descuidada durante el tránsito y su exposición a temperaturas extremas, la sal y las precipitaciones durante el tránsito o su almacenamiento en espacios abiertos. En el tamaño y peso de los embalajes se tendrá en cuenta, cuando sea el caso, la lejanía del lugar de



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destino final de los Bienes y la carencia de equipo pesado de carga y descarga en todos los puntos de tránsito hasta el lugar de destino final.

La madera destinada a la fabricación de envases u otros elementos utilizados en la estiba de cargas del comercio internacional, deberán cumplir con lo establecido en las directivas de la Norma Internacional de Medidas Fitosanitarias (NIMF) 15 de la Organización de las Naciones Unidas para la Agricultura y la Alimentación.

16.5.- En aquellos casos en los cuales las especificaciones técnicas requieran determinados embalajes o medios de transporte a utilizar, la CONAE supervisará el cumplimiento de los mismos autorizando o denegando la entrega en el forwarder determinado a tal fin.

ARTÍCULO 17°.- FACTURACIÓN

17.1- Las facturas deberán remitirse una vez reciba la conformidad de la recepción definitiva de los bienes o servicios objeto del contrato.

La conformidad de la recepción definitiva se otorgará dentro del plazo de DIEZ (10) días a partir de la recepción de los bienes o servicios objeto del contrato, conforme lo establecido en el artículo 44 del Pliego de Bases y Condiciones Generales.

17.2- Deberán ser presentadas en Av. Paseo Colón 751, Unidad de Gestión Documental, C.A.B.A. en el horario de 10 a 16hs. Las facturas electrónicas podrán enviarse a la dirección de e-mail: ugd@conae.gov.ar.

17.3- Los proveedores deberán detallar en las facturas: Nro. de Orden de Compra, renglón, ítem y cualquier otra información necesaria para la correcta identificación e individualización del gasto en cuestión.

17.4- Dado que la CONAE es agente de retenciones tanto del Impuesto al Valor Agregado como del Impuesto a las Ganancias, en el caso de que las firmas adjudicatarias cuenten con una exclusión a dichas retenciones deberán presentar junto con la factura documentación que acredite tal situación, o de lo contrario la CONAE procederá oportunamente a efectuar las retenciones que pudieran corresponder por dichos conceptos.

ARTÍCULO 18°.- FORMA Y MONEDA DE PAGO

18.1- En el supuesto caso de que la adjudicación recaiga en una oferta formulada en PESOS (\$), el pago se realizará al adjudicatario en esa misma moneda y a través de una transferencia bancaria dentro de los 45 días corridos de recibida la factura (previa conformidad de recepción definitiva), de acuerdo a lo normado por la Tesorería General de la Nación.

18.2- En caso de que la adjudicación recaiga en una oferta nacionalizada formulada en Moneda Extranjera, el pago se realizará al adjudicatario en PESOS y a través de una transferencia bancaria dentro de los 45 días corridos de recibida la factura (previa conformidad de recepción definitiva), de acuerdo a lo normado por la Tesorería General de la Nación y al tipo de cambio divisa vendedor de BANCO DE LA NACION ARGENTINA vigente al momento de la acreditación bancaria correspondiente.



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18.3- Para ofertas de productos a importar realizadas por oferentes nacionales, el pago se hará en PESOS y a través de una transferencia bancaria dentro de los 45 días corridos de recibida la factura (previa conformidad de recepción definitiva), de acuerdo a lo normado por la Tesorería General de la Nación y al tipo de cambio vendedor de BANCO DE LA NACION ARGENTINA vigente al momento de la acreditación bancaria correspondiente.

18.4- Para ofertas de productos a importar realizadas por oferentes extranjeros, el pago se hará mediante transferencia bancaria contra documentos de embarque. La moneda de pago será la misma en que esté expresada la oferta.

Si se estableciera el pago por adelantado, el cocontratante deberá constituir una contragarantía por el equivalente a los montos que reciba como adelanto.

18.5- Sin perjuicio de ello, los pagos se atenderán, considerando el programa mensual de caja y las prioridades de gastos contenidas en la normativa vigente.

INFORMACIÓN DE CUENTA BANCARIA. A los efectos de percibir el pago por los bienes entregados o servicios prestados deberán informar su número de cuenta bancaria en moneda nacional, corriente o de ahorro, la que deberá hallarse abierta en alguno de los bancos adheridos al sistema, autorizados a operar como agentes pagadores, que se indican a continuación:

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.



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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.
27. BANCO MUNICIPAL DE ROSARIO
28. BANCO DE SANTA CRUZ S.A.
29. BANCO DE LA PAMPA SEM
30. BANCO DE CORRIENTES S.A.
31. BANCO COMAFI S.A.
32. BANCO JULIO S.A.
33. NUEVO BANCO DE LA RIOJA S.A.
34. BANCO CMF S.A.
35. BANCO DE SANTIAGO DEL ESTERO S.A.
36. BANCO INDUSTRIAL S.A.
37. BANCO DE SERVICIOS Y TRANSACCIONES S.A.
38. BANCO BICA S.A.
39. BANCO COINAG S.A.
40. BANCO DE COMERCIO S.A.

Dado que los pagos que realiza el Tesoro se efectúan mediante acreditación en la cuenta bancaria informada por el proveedor, el cumplimiento de este requisito es necesario para percibir los pagos a los que resulte acreedor.

18.6.- Alta de beneficiario: conforme lo dispuesto por la Disposición Conjunta N° 09/15 de la CONTADURÍA GENERAL DE LA NACIÓN y 36/15 de la TESORERÍA GENERAL DE LA NACIÓN, dentro del plazo que a tal fin se le fije, deberán acompañar los siguientes formularios:

- ANEXO I.a - "Solicitud de Alta de Entes" – (SAE). Deberá ser completado y ser acompañado por constancia de C.U.I.T. del Beneficiario.
- ANEXO IV - "Autorización de acreditación de pagos del Tesoro Nacional en cuenta bancaria". El mismo deberá ser completado y certificado por la autoridad bancaria donde se encuentre radicada la cuenta.

18.7.- La CONAE podrá evaluar otra propuesta de pago ofrecida por los oferentes, pero no está obligada a aceptarla.



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ARTÍCULO 19°.- CLÁUSULA ANTICORRUPCIÓN

Será causal determinante del rechazo sin más trámite de la propuesta u oferta en cualquier estado del procedimiento o de la rescisión de pleno derecho del contrato dar u ofrecer dinero o cualquier dádiva a fin de que:

- a) Funcionarios o empleados públicos con competencia referida a una licitación o contrato hagan o dejen de hacer algo relativo a sus funciones.
- b) O para que hagan valer la influencia de su cargo ante otro funcionario o empleado público con la competencia descripta, a fin de que éstos hagan o dejen de hacer algo relativo a sus funciones.
- c) Cualquier persona haga valer su relación o influencia sobre un funcionario o empleado público con la competencia descripta, a fin de que éstos hagan o dejen de hacer algo relativo a sus funciones.

Serán considerados sujetos activos de esta conducta quienes hayan cometido tales actos en interés del contratista directa o indirectamente, ya sea como representantes administradores, socios, mandatarios, gerentes, factores, empleados, contratados, gestores de negocios, síndicos, o cualquier otra persona humana o jurídica.

Las consecuencias de estas conductas ilícitas se producirán aun cuando se hubiesen consumado en grado de tentativa.

ARTÍCULO 20°.- CLÁUSULA DE CONFIDENCIALIDAD

Los interesados y potenciales oferentes utilizarán la información técnica que CONAE incluye en el presente Pliego de Bases y Condiciones Particulares, y aquella a la que eventualmente tuvieron acceso con ocasión de la ejecución del contrato, para presentar su cotización y cumplir con las obligaciones contractuales respectivas, exclusivamente, y no podrá ser utilizada –dicha información– con otros fines distintos a los previstos en el llamado.

El sólo hecho de acceder a los contenidos técnicos del llamado por los diferentes medios formales legalmente predispuestos, implica el reconocimiento liso y llano de que la Comisión Nacional de Actividades Espaciales (CONAE) de la República Argentina es la exclusiva propietaria de todos los derechos aplicables y derivados de la información técnica aludida.

ARTÍCULO 21°.- JURISDICCIÓN COMPETENTE

Las eventuales divergencias que pudieren derivarse de la presente contratación serán sometidas a la jurisdicción de los Tribunales Federales en lo Contencioso Administrativo Federal con asiento en la Ciudad Autónoma de Buenos Aires, con renuncia a cualquier otro fuero o jurisdicción que pudiere corresponderles.



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ANEXO I: DECLARACIÓN JURADA DE INTERESES – DECRETO N° 202/2017

Tipo de declarante: Persona humana

Nombres	
Apellidos	
CUIT	

Vínculos a declarar

¿La persona física declarante tiene vinculación con los funcionarios enunciados en los artículos 1 y 2 del Decreto N° 202/17?

(Marque con una X donde corresponda)

SI	NO
En caso de existir vinculaciones con más de un funcionario se deberá repetir la información que a continuación se solicita por cada una de las vinculaciones a declarar.	La opción elegida en cuanto a la no declaración de vinculaciones implica la declaración expresa de la inexistencia de los mismos, en los términos del Decreto n° 202/17.

Vínculo

¿Con cuál de los siguientes funcionarios?

(Marque con una X donde corresponda)

Presidente	
Vicepresidente	
Jefe de Gabinete de Ministros	
Ministro	
Autoridad con rango de ministro en el Poder Ejecutivo Nacional	
Autoridad con rango inferior a Ministro con capacidad para decidir	

(En caso de haber marcado Ministro, Autoridad con rango de ministro en el Poder Ejecutivo Nacional o Autoridad con rango inferior a Ministro con capacidad para decidir complete los siguientes campos)

Nombres	
Apellidos	
CUIT	
Cargo	
Jurisdicción	



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Tipo de vínculo

(Marque con una X donde corresponda y brinde la información adicional requerida para el tipo de vínculo elegido)

Sociedad o comunidad	Detalle Razón Social y CUIT
Parentesco por consanguinidad dentro del cuarto grado y segundo de afinidad	Detalle qué parentesco existe concretamente.
Pleito pendiente	Proporcione carátula, n° de expediente, fuero, jurisdicción, juzgado y secretaría intervinientes.
Ser deudor	Indicar motivo de deuda y monto
Ser acreedor	Indicar motivo de acreencia y monto
Haber recibido beneficios de importancia de parte del funcionario	Indicar tipo de beneficio y monto estimado.
Amistad pública que se manifieste por gran familiaridad y frecuencia en el trato	No se exige información adicional

Información adicional

La no declaración de vinculaciones implica la declaración expresa de la inexistencia de los mismos, en los términos del Decreto n° 202/17.

Firma

Aclaración

Fecha y lugar



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Tipo de declarante: Persona jurídica

Razón Social	
CUIT/NIT	

Vínculos a declarar

¿Existen vinculaciones con los funcionarios enunciados en los artículos 1 y 2 del Decreto N° 202/17?

(Marque con una X donde corresponda)

SI	NO
En caso de existir vinculaciones con más de un funcionario, o por más de un socio o accionista, se deberá repetir la información que a continuación se solicita por cada una de las vinculaciones a declarar.	La opción elegida en cuanto a la no declaración de vinculaciones implica la declaración expresa de la inexistencia de los mismos, en los términos del Decreto n° 202/17.

Vínculo

Persona con el vínculo

(Marque con una X donde corresponda y brinde la información adicional requerida para el tipo de vínculo elegido)

Persona jurídica (si el vínculo a declarar es directo de la persona jurídica declarante)	No se exige información adicional
Representante legal	Detalle nombres apellidos y CUIT
Sociedad controlante	Detalle Razón Social y CUIT
Sociedades controladas	Detalle Razón Social y CUIT
Sociedades con interés directo en los resultados económicos o financieros de la declarante	Detalle Razón Social y CUIT
Director	Detalle nombres apellidos y CUIT
Socio o accionista con participación en la	Detalle nombres apellidos y CUIT



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formación de la voluntad social		
Accionista o socio con más del 5% del capital social de las sociedades sujetas a oferta pública		Detalle nombres apellidos y CUIT

Información adicional

¿Con cuál de los siguientes funcionarios?

(Marque con una X donde corresponda)

Presidente	
Vicepresidente	
Jefe de Gabinete de Ministros	
Ministro	
Autoridad con rango de ministro en el Poder Ejecutivo Nacional	
Autoridad con rango inferior a Ministro con capacidad para decidir	

(En caso de haber marcado Ministro, Autoridad con rango de ministro en el Poder Ejecutivo Nacional o Autoridad con rango inferior a Ministro con capacidad para decidir complete los siguientes campos)

Nombres	
Apellidos	
CUIT	
Cargo	
Jurisdicción	

Tipo de vínculo

(Marque con una X donde corresponda y brinde la información adicional requerida para el tipo de vínculo elegido)

Sociedad o comunidad		Detalle Razón Social y CUIT.
Parentesco por consanguinidad dentro del cuarto grado y segundo de afinidad		Detalle qué parentesco existe concretamente.
Pleito pendiente		Proporcione carátula, n° de expediente, fuero, jurisdicción, juzgado y secretaría intervinientes.



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Ser deudor	Indicar motivo de deuda y monto.
Ser acreedor	Indicar motivo de acreencia y monto.
Haber recibido beneficios de importancia de parte del funcionario	Indicar tipo de beneficio y monto estimado.

Información adicional

La no declaración de vinculaciones implica la declaración expresa de la inexistencia de los mismos, en los términos del Decreto n° 202/17.

Firma y aclaración del declarante

Carácter en el que firma

Fecha

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.

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.

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.

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.

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.

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.
- 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.
- 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.
 - 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.
- 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.

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.

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:

- 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 bind 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, municipio or the government o 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.

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.

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.

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 off 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.

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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