

**EMBASSY OF THE ARGENTINE REPUBLIC IN THE NETHERLANDS**

**TERMS AND CONDITIONS**

**SELECTION PROCEDURE**

<b>TYPE :</b> PUBLIC AUCTION N° 1	<b>Fiscal year:</b> 2024
<b>CLASS:</b> No class	
<b>MODALITY:</b> Without mode	
<b>FILE N°</b> 1/2024	
<b>PURPOSE OF THE CONTRACT:</b> "Sale of official Mercedes Benz E-200 automobile belonging to the Argentine Embassy to the Kingdom of the Netherlands"	

**VALUELESS SHEET**

**VEHICLE DISPLAY**

Location/Address	Deadline and Schedule
Official Residence of the Embassy of the Argentine Republic in the Netherlands, located at Schouwweg 87, Wassenaar, 2243 BM.	On May 2 and 3, 2024

**PRESENTATION OF OFFERS**

Location/Address	Deadline and Schedule
Embassy of the Argentine Republic in the Netherlands, located at Javastraat 20, The Hague, 2585 AN or by email to <a href="mailto:adm_epbaj@mrecic.gov.ar">adm_epbaj@mrecic.gov.ar</a>	Until May 6, 2024 at 4:00 p.m.

**OPENING ACT**

Location/Address	Day and Time
Embassy of the Argentine Republic in the Netherlands, located at Javastraat 20, The Hague, 2585 AN	On May 6, 2024 at 4:30 p.m.

**VERBAL BIDDING**

Location/Address	Day and Time
Embassy of the Argentine Republic in the Netherlands, located at Javastraat 20, The Hague, 2585 AN	On May 8, 2024 at 4:30 p.m.

**IMPORTANT** : Offers that are delivered after the time established for their presentation will not be received, regardless of the reasons that caused the delay.

It is recommended to visit the Embassy website of the Argentine Republic [www.epbaj.mrecic.gov.ar](http://www.epbaj.mrecic.gov.ar)

## **I - SPECIAL CONDITIONS**

### **1 – OBJECT OF THE HIRING**

Sale of ONE (1) used vehicle in conditions of disuse, brand Mercedes Benz model E200 year 2006, owned by the Argentine Embassy in the Netherlands , in accordance with these Particular Conditions, the Technical Specifications and other documents that govern this contract.

### **2 – CONSULTATIONS TO THE FORM**

Queries to the Terms and Conditions must be made in writing using a sealed envelope at the headquarters of the “Embassy”, located at Javastraat 20, The Hague, 2585 AN, or at the institutional email address [adm\\_epbaj@mrecic.gov.ar](mailto:adm_epbaj@mrecic.gov.ar), up to ONE (1) business day before the date set for the opening of offers. They must be formulated in English or Spanish.

When making a query to the Document, consultants who have not done so previously must provide their name or company name, address, fax and email address in which the communications that must be sent until the day of opening of offers. Telephone inquiries will not be accepted and those submitted after the deadline will not be answered.

Explanatory or modifying circulars may be prepared to the Specification, ex officio or in response to queries. Which will be included as an integral part of the Pliego and will be disseminated on the “Embassy” Internet Site ( [www.epbaj.mrecic.gov.ar](http://www.epbaj.mrecic.gov.ar) ).

### **3 – NOTIFICATIONS**

All notifications sent between the “Embassy” and the interested parties, bidders, successful bidders and/or Co-contractors, may be validly made by any of the following means, without distinction:

- a) personally
- b) by email
- c) by other means enabled by the companies that provide the postal mail service

### **4 – FORM OF PRESENTATION OF OFFERS**

Offers may be sent by email to [adm\\_epbaj@mrecic.gov.ar](mailto:adm_epbaj@mrecic.gov.ar) or by sealed envelope at the “Embassy”, located at Javastraat 20, The Hague, 2585 AN , until the day and time established for their reception.

If, prior to the expiration of the deadline for submitting offers, an offeror wishes to correct, complete or replace an offer already submitted for this procedure, the last proposal submitted on time will be considered valid.

The mere presentation of the offer implies, on the part of the offeror, full knowledge and acceptance of the clauses that govern this contract and the interpretation of its exact scope.

### **5 – CONTENT OF THE OFFER**

Offers must meet, at a minimum, the following requirements:

- 5.1. The offer must be written in Spanish or English.
- 5.2. The testadures, amendments, scratches or interlines, if any, must be duly saved by the signatory of the offer.
- 5.3. The offer must be signed, on each and every one of its pages, by the offeror or his legal representative.
- 5.4. The envelopes, boxes or packages containing them must be presented perfectly closed and must contain the following description on their cover:

## *EMBASSY OF THE ARGENTINE REPUBLIC IN THE NETHERLANDS*

### **EMBASSY OF THE ARGENTINE REPUBLIC IN THE NETHERLANDS**

#### **PUBLIC AUCTION N° 01/2024**

OBJECT: Sale of ONE (1) used vehicle in conditions of disuse and/or delay, brand Mercedes Benz model E200 year 2006, owned by the Argentine Embassy in the Netherlands, in accordance with these Particular Conditions, the Technical Specifications and other documents that govern this contract.

DATE, DEADLINE TIME AND PLACE FOR PRESENTATION OF OFFERS: On May 6 at 4:00 p.m. at the headquarters of the Argentine Embassy (Javastraat 20, The Hague, 2585 AN).

OPENING DATE, TIME AND PLACE: On May 6 at 4:30 p.m. at the headquarters of the Argentine Embassy (Javastraat 20, The Hague, 2585 AN).

NAME/COMPANY NAME OF OFFEROR: .....

HOME: .....

TELEPHONE FAX: .....

EMAIL: .....

5.5. The offer must contain the information detailed below:

- Name and surname or company name, address, telephone number and email address of the offeror, where all notifications made will be valid.

5.6. If the offer is signed and presented through a legal representative, a copy of the power granted or the documents that prove the legal status of said representative must be attached to sign the proposal.

5.7. **ECONOMICAL OFFER:**

The economic offer will be presented as part of the proposal in Annex A "QUOTE SHEET" indicating the price in numbers and letters with reference to the established unit and the general total of the offer.

If the total quoted does not correspond to the unit price, the latter will be taken as the quoted price.

The financial offer must be signed by the offeror or his legal representative and will be expressed in EUROS.

Offers may not be lower than the **BASE PRICE** stated in Annex A "QUOTE SHEET".

It will be understood that before submitting its offer, the offeror has ensured that its quote will cover all the obligations arising from the contract, consequently, it includes the services that, according to its judgment and experience, it must perform for the faithful and strict compliance with its obligations, even if they are not explicit in the offer.

### **6.- CELEBRATION OF THE AUCTION**

On the date and time indicated, the offers will be opened, in a public event, in the presence of the officials designated for this purpose and all those who wish to witness it. The corresponding minutes will be drawn up, which must be signed by the intervening officials and the bidders and interested parties present who wish to do so.

If the day designated for opening bids becomes a non-business day, the event will take place on the following business day, in the same place and at the same time.

No offer submitted on time may be rejected at the opening ceremony. If there are observations, they will be recorded in the opening minutes for subsequent analysis by the competent authority.

## **7.- VERBAL BIDDING**

On the date and time set on the cover of this Document, the offers that are eligible to participate will be read, as they are admissible.

Once the reading is finished, the bidders will be invited to improve their offers through a verbal bid, with the selection falling on the offer that is the highest value. The initial auction amount will be the lowest of all bids submitted.

The increase in the price or minimum level of reduction that bidders must make each time they participate will be ONE PERCENT (1%) of the total amount offered.

The auction will last for a maximum period of TWO (2) hours from the start time.

If during the course of the auction two or more bidders present the same price, the one who bid chronologically first will have priority.

Based on the results of the auction, a Minute will be drawn up, which will be signed by the officials involved and the bidders present who wish to do so.

## **8. VEHICLE EXPENSES**

The costs of transportation, freight, hauling, stowage and any other expense or cost required to fulfill the contract for both vehicles will be the exclusive responsibility of the highest bidder. Likewise, they will be responsible for paying the corresponding taxes, shipping costs, customs duties and services, and any other lien that affects the purchased good.

All transfer costs for the vehicle delivered by the Embassy will be part of the price offered and will be borne exclusively by the co-contractor.

To this end, the Embassy will deliver the corresponding documentation so that it can begin the transfer procedures, within the deadlines stipulated in this Document.

## **9.- FINES**

The vehicle offered by the Embassy must be free of fines at the time of delivery, and the Embassy will be responsible for canceling any fines that may have existed prior to the issuance of the SALES ORDER.

## **10.- DAMAGES AND LOSSES**

Once the vehicle offered by the Embassy has been purchased and removed, the buyer will be solely responsible for any damage or loss caused to third parties, and will be responsible for any costs that may occur.

## **11.- MAINTENANCE OF OFFER**

Offerors will be obliged to maintain their proposals for a period of 15 (fifteen) calendar days from the date of opening of the offers.

This period will be automatically extended for a period equal to the initial one, and so on, unless the offeror expressly expresses its willingness not to renew the maintenance period with a minimum notice of TEN (10) calendar days before the expiration of each period. from which point you will be excluded from the selection procedure.

## **12.- AWARD**

The award will be in favor of the offer that, complying with all the requirements of this Document, is the most convenient, taking into account the quality, suitability of the offeror and offers the lowest price.

The award will be notified to the successful bidder and the rest of the bidders, within THREE (3) business days of the award act, by any of the means mentioned in the NOTIFICATIONS Point of this Document.

Within TEN (10) business days of notification of the award act, the SALE ORDER will be issued and will be notified to the successful bidder by the same means.

### **13.- DELIVERY PERIOD AND METHOD**

Upon receipt of the SALES ORDER, the successful bidder must contact Pablo Galiñanes, representative of the EMBASSY in order to carry out the necessary management procedures that allow the transfer of ownership of the vehicle.

Once the transfer has been made, you will have a maximum of 10 (ten) business days to deliver the used vehicle, with the delivery being total and in the condition in which it is found.

The movement, loading, transportation and means will be under the responsibility and expense of the successful bidder.

### **14.- DELIVERY PLACE**

The co-contractor is obliged to pick up the vehicle offered by the Embassy.  
The place of delivery will be the Official Residence of the Embassy of the Argentine Republic in the Netherlands.  
Address: Schouwweg 87, Wassenaar, 2243 BM.  
Telephone: 070 3118411  
Hours: Monday to Friday from 9 a.m. to 5 p.m.  
Contact person: Pablo Galiñanes.

### **15.- PAYMENT METHOD**

Once notification has been made to the buyer, they must pay the entire amount by bank transfer within a period of no less than THREE (3) business days. Payment will be made upon delivery of the vehicle and the Embassy will be in charge of managing the delivery of the title to the buyer.

### **16.- PENALTIES**

Failure to comply with the deadlines established in this Document will make the Co-contractor liable to a fine of ZERO POINT ZERO FIVE PERCENT (0.05%) of the value of what was paid after the deadline.

### **17.- TERMINATION OF THE CONTRACT**

If the successful bidder expressly withdraws from the contract before the deadline set for its fulfillment, or if the original deadline for performance of the contract or its extension has expired, or if the deadline for any notices that have been made has expired, the successful bidder will not have complied. In accordance with the contract, the Embassy must declare the contract terminated without the need for judicial or extrajudicial interpellation, except in those cases in which it opts to accept the service untimely.

### **18.- RESPONSIBILITY**

***EMBASSY OF THE ARGENTINE REPUBLIC IN THE NETHERLANDS***

The co-contractor must comply with the legal regulations applicable to the activity that is the subject of the contract and will be responsible for all extrajudicial and judicial claims, including costs and expenses arising from its acts and omissions or those of its personnel or subcontractors or of other people who are responsible to him for compliance with any of the terms and conditions of this contract.

**EXHIBIT**  
**TECHNICAL SPECIFICATIONS**

**Vehicle Technical Characteristics**

- Brand: Mercedes Benz E200 Kompressor Elegance
- Year: 2006
- KM: 187,000
- Gasoline fuel
- Fuel system: injection
- Fuel tank: 65 liters
- Doors: 4 (four) sedan type
- Automatic box
- Speeds: 5 (five)
- Cylinders: 4 (four)
- Valves per cylinder: 4 (four)
- Maximum power: 163 horsepower/5500 rpm
- Drive: rear
- Displacement: 1796 cc
- Maximum speed: 227 km/h
- Acceleration from 0 to 100km/h: 9.9 seconds
- Combined consumption: 8.5 l/100km
- Consumption in urban areas: 12.2 l/100km
- Highway consumption: 6.4 l/100km
- Stabilizer: yes – rear and front
- Brake type: disc – rear and front
- ABS: yes
- Brake force distribution: yes
- Brake assist: yes
- Collision warning system: no
- Pedestrian emergency braking assistant: no
- Stability control: yes
- Traction control: yes
- Hill assist: no
- Lane assist: no
- Airbag: yes
- Central door locking: yes
- Electric windows: yes
- Cruise control: yes
- Air conditioning: yes, activated automatically
- Weight: 1,505kg
- Trunk capacity: 540 liters
- Length: 4,818mm
- Width: 1,822mm
- Height: 1,452mm
- Wheelbase: 2,854mm

**Vehicle Conditions**

- The fuel system is contaminated by the presence of rust and the car currently does not start.  
Minimum repair cost: €3,000

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**EXHIBIT**  
**QUOTE SHEET**

On la Ciudad..... to .... days of the month of ..... of..... who  
subscribes Mr/ Mrs .....with  
document No. .... on behalf of the firm  
..... with address at ..... City  
of..... quotes the following:

**SINGLE LINE**

Description	QUOTED PRICE ( EUROS)
Acquisition of ONE (1) used vehicle, according to technical specifications.	

THEY ARE (EUROS ) .....  
(Detail the total amount of the offer in LETTERS)

.....  
Signature and Clarification of the Offeror or its  
Legal Representative

THE EMBASSY/CONSULATE HAS STIPULATED THE FOLLOWING BASE PRICE WHICH  
AMOUNTS THE SUM OF € 4,000 (EUROS FOUR THOUSAND)