

#### **SELECTION PROCEDURE**

DIRECT CONTRACT by SIMPLIFIED PROCEDURE	Nº 172 Period:	2022
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#### **SUBMISSION OF OFFERS**

#### Objective of the Contract:

This contract includes all the work required for the provision and installation of provisional closures in the façade woodwork on the fourth floor of the Residence and office building of the Embassy of the Republic in the United States of America, located at 1815 Q Street, Washington D.C. The works include the provision of all the materials and specialized labor to carry out the work requested, as well as all the tasks and procedures required to fulfill the objective of this agreement.

#### File Nº 78/2022

Location/Address	Timeline and Schedule
1600 New Hampshire Avenue, N.W.,	Monday through Friday from 9 am to 5
Washington D.C. 20009 - USA	pm Until December 13, 2022
	at 10:00 am

IMPORTANT: OFFERS THAT ARE RECEIVED AFTER THE DESIGNATED DATE AND TIME WILL NOT BE CONSIDERED, REGARDLESS OF THE REASON FOR DELAY.

#### **OPENING OF OFFERS**

Location/Address	Date and Time		
1600 New Hampshire Avenue, N.W.,	December 13, 2022		
Washington D.C. 20009 - USA	at 10:30 am		

P: 202-238-6416



## I-SPECIAL CONDITIONS DIRECT CONTRACT BY SIMPLIFIED PROCEDURE

#### 1. PURPOSE OF THE CONTRACT

This contract includes all the work required for the provision and installation of provisional closures in the façade woodwork on the fourth floor of the Residence and office building of the Embassy of the Republic in the United States of America, located at 1815 Q Street, Washington D.C. The works include the provision of all the materials and specialized labor to carry out the work requested, as well as all the tasks and procedures required to fulfill the objective of this agreement.

#### 2 – FORMAT FOR SUBMISSION OF OFFERS

Bids may be submitted:

- (a) Personally in a sealed envelope at the Administration Office, 1600 New Hampshire Avenue, NW, Washington, DC, 20009, on weekdays from 9 am to 5 pm until December 13, 2022 by 10:00am.
- (b) Or by e-mail to administracion@embassyofargentina.us until December 13, 2022 by 10:00am. The offer (envelope/e-mail) must be identified with the following:

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#### NAME OF THE REPRESENTATION: EMBASSY OF THE ARGENTINE REPUBLIC

Direct Contract by Simplified Procedure N° 89/2022

OBJECT: "This contract includes all the work required for the provision and installation of provisional closures in the façade woodwork on the fourth floor of the Residence and office building of the Embassy of the Republic in the United States of America, located at 1815 Q Street, Washington D.C. The works include the provision of all the materials and specialized labor to carry out the work requested, as well as all the tasks and procedures required to fulfill the objective of this agreement".

Place, date and time for opening biddings: Embassy of Argentina, Administration Office, 1600 New Hampshire Avenue, NW, Washington DC, 20009, December 13, 2022 at 10:30 am.

Place, date and time limit for submission of biddings: Embassy of Argentina, Administration Office, 1600 New Hampshire Avenue, NW, Washington DC, 2009, until December 13, 2022 at 10:00am.

NAME OF BIDDER :
ADDRESS:
PHONE:
EMAIL:
FAX:

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#### 3 – CONTENTS OF THE "SINGLE ENVELOPE"

The amendments, erasures or spacing, if any, must be properly saved by the signer of the bid.

The offer must be signed, on each and every one of its pages by the offeror or his/her legal representative. The offer must contain the following information:

- 3. 1) Name and surname or company name, address, telephone, fax and email.
- 3.2) Legal address to be notified.
- 3. 3) Description of the offer: must include details of the object or service offered. For this purpose, you can complement it with brochures and instructions.
- 3. 4) If applicable, you must indicate brand / model and other information related to the offer made, and if the items are new and unused.
- (3.5) Quote form duly completed and signed in accordance with point 4 of the present conditions.

#### 4 – PROVISION OF ESTIMATES

The quote must be carried out respecting the quantities and measurement units requested in the quotation form. You must indicate the unit price and the total price, and it must be signed by the bidder or his/her legal representative.

The total price involved in the quote will be the final price that our Embassy will pay in every respect, including taxes and shipping charges if any.

In the event that the total amount quoted for each item is not consistent with the unit price, we will take the latter as a quoted price. Any other error in the amount quoted, which was denounced by the offeror or detected by the contracting body prior to the award, will result in the rejection of the offer in the relevant areas.

#### 5 – VALIDITY OF OFFER

The offer shall be valid for a period of thirty (30) calendar days starting from the date of the bid opening.

#### 6 – OPENING OF OFFERS

At the indicated date and time, we will proceed to open the tenders, in public, in the presence of officials designated for this purpose and of all those who wish to witness it. We will issue the corresponding Act, which must be executed by the corresponding officials and providers and any interested member who wish to do so.

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#### 7 – OFFER ANALYSIS

During the evaluation of the bids we may request bidders to correct errors or omissions contained in their proposals. The correction of such errors or omissions cannot be used by the offeror to alter the substance of the offer, to improve it or to take advantage over other bidders.

In the case of the offerer's non-compliance with the request within the corresponding time limit, the offer will be rejected.

#### 8. IRREVERSABLE GROUNDS FOR CANCELLATION

The offer will be canceled in any of the following cases:

- (a) if it is not written in a language indicated in the specifications.
- (b) if the offer does not have the signature of the offeror or his/her legal representative on any of its pages.
- (c) if it has deletions, erasure, amendments or interlines without having it been saved on pages containing the financial proposal, the description of the goods or services offered, delivery time, or somewhere else that holds the essence of the contract.
- (d) if the offer is not honored by the deadline date indicated in the contract.
- (e) if it is written in pencil or in a medium which allows it to be deleted or rewritten without a trace.
- (f) if it is presented by persons who have been sanctioned or have an existing suspension or disqualification to contract with the Argentine Government at the time of the opening of the bids or at the time of their evaluation or award.
- (g) if it is presented by persons legally or naturally unable to contract with the Argentine Government at the time of the opening of tenders, in their evaluation stages or at their award.
- (i) if it contains conditions.
- (j) if it contains clauses in contrast with the norms that govern the hiring or which would prevent the accurate comparison with other bids.
- (k) if it contains essential errors or errors by omission.
- (1) if the quoted price deserves the qualification of vile or not serious.
- (m) if the offerers bid is ineligible.
- (n) if the same offeror submitted more than one offer alone or as a member of a group, association or legal person. This prohibition will not be set up in the case of the submission of tenders with discounts, alternatives or variants.
- o) in case it is necessary to present samples, if these are not presented within the time specifications stated in the contract.

#### 9 - AWARD

The award will be made in favour of the lowest offer resulting from complying with all the requirements of the present contract.

The successful bidder and the rest of the offerer's will be notified of the award within three (3) business days of the award ceremony, by one of the following means; either:

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- (a) by direct access to the offeror or his/her legal representative;
- (b) by the presence of the interested party or his/her legal representative, who is aware of the respective act.
- (c) by certified letter or other means that allows to accredit their proper notification;
- (d) by fax:
- (e) by electronic mail.

#### 10 - PLACE OF DELIVERY

ARGENTINE RESIDENCE- 1815 Q St., NW Washington DC 20009

#### 11 – PERFORMANCE PERIOD

The service or goods must be presented at the Argentine Embassy, 1600 New Hampshire Ave., NW Washington DC 20009, or where the Administration Office thinks it's appropriate.

The contract partners will receive a confirmation receipt and a notification within 5 (five) working days upon verification of the compliance with the conditions laid down in the contract.

The Administration Office reserves the right to carry out checks and technical tests deemed appropriate and convenient.

In the event of the rejection of any of the items delivered, for the purpose of applying penalties stipulated in item 14 of the present contract, a delivery date shall be considered in compliance with the reception of the new alternative as long as it is in accordance with the contract.

#### 12. FORM OF PAYMENT AND PLACE TO SUBMIT INVOICES

The payment will be made on completion within 30 (thirty) calendar days, starting from the presentation of the invoice, and after signing the corresponding Purchase Order.

The invoice will be submitted after granting their acceptance at the Argentine Embassy, Administration Office, 1600 New Hampshire Avenue, NW, Washington, DC, 20009.

#### 13. WARRANTY OF GOODS

The service or goods should be of top quality according to local standards.

#### 14 - PENALTIES

Failure to comply with the time limits set out in Point 9 of the present contract, the successful bidder will be liable of a fine of zero comma five percent (0.5%) of the value previously stated out of term for every ten (10) business days of delay or a fraction greater than five (5) business days.

#### 15 – CONTRACT CANCELLATION

If the bidder does not comply with the contract before the deadline, or if the goods have not been delivered by the deadline, the administration must declare the contract terminated without judicial or extra judicial questioning, except in those cases where the Embassy of Argentina accepts the service agreement after the deadline.

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#### 16 - LIABILITY

The contractor shall comply with the legal rules applicable to the activity of the contract and shall be responsible for all claims extrajudicial and judicial, including the costs and expenses arising from the acts and omissions of its personnel or subcontractors or others who were responsible for fulfilling any of the terms and conditions of this contract.

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#### **UNOFFICIAL TRANSLATION**

#### I. PURPOSE OF THE CONTRACT

This contract includes all the work required for the provision and installation of provisional closures in the façade woodwork on the fourth floor of the Residence and office building of the Embassy of the Republic in the United States of America, located at 1815 Q Street, Washington D.C. The works include the provision of all the materials and specialized labor to carry out the work requested, as well as all the tasks and procedures required to fulfill the objective of this agreement.

#### **WORK TO BE CARRIED OUT**

The work includes a total of 18 (eighteen) provisional closures, whose dimensions must be adapted to the measurements of the existing carpentry, as indicated in the estimates contained in the attached blueprints in Annex E. All these dimensions should be verified on site.

#### II. GENERAL CONSIDERATIONS

#### Quality of the work

It is understood that the provisions must be thorough, comply with best practices, and operate in accordance with the purpose for which they are being carried out. Therefore, all materials and work required for an appropriate termination and safe operation are considered to be included in the offer, even if they are not explicitly mentioned in this document.

To comply with these requirements, the Contractor must guarantee the quality of all the materials, labor, equipment and construction procedures used, to ensure they are the most suitable to achieve the objective.

#### Rules to be followed and paperwork

All applicable Laws, Codes and Regulations in force in the United must be complied with, and the Contractor cannot claim ignorance of these laws.

In case of discrepancy between the Rules, the most demanding criteria will be adopted.

#### **Materials**

All materials used must be new, unused, of the highest quality, recognized market brands, and comply with local regulations.

#### Workforce

The Contractor's employees must be qualified and equipped with the required elements for them to correctly perform their tasks: tools, equipment and personal protection equipment. The Contractor is under obligation to hire the employees he needs in accordance with current labor regulations.

All Labor, Hygiene, and Work Safety Laws must be respected and followed, as well as any other obligatory regulation related to the works herein.

The Contractor shall be solely responsible for any damage caused to persons and/or property in the building, or to third parties during the execution and commissioning of the works undertaking under this contract. Therefore, the necessary precautions and security measures must be taken, and all damages caused during the work must be paid for or repaired by the Contractor, to the satisfaction of technical inspections and/or the aggrieved or injured third party.

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#### III. PRESENTATION, PAPERWORK AND WORK PERMITS

If so required, all the necessary paperwork must be carried out at the relevant agencies, and the Office of Planning and Preservation of Historic Buildings of the District of Columbia, in order to obtain the necessary permits to carry out the works described herein.

#### IV. 1. PROTECTIONS

The Contractor will put in place all the necessary protections to avoid the deterioration of the building in each and every one of its existing parts due to the work to be carried out. Therefore, the Contractor must ensure the protection of the floors, walls, cladding, etc., in the sectors that will be worked on.

The defenses, partitions, protections, fences and all other security elements required under current regulations must be provided and placed, as necessary to guarantee the safety of its own employees and of pedestrians and/or vehicles that are on public roads during the work.

#### IV. 2. STAKEOUT:

The Contractor will carry out all the necessary stakeouts of the carpentry for the provision and installation of the new provisional closures.

#### IV. 3. CLEANING

It will be the responsibility of the Contractor to keep the work area in a perfect state of daily and final cleanliness.

#### IV. 4. PROVISION AND INSTALLATION OF NEW PROVISIONAL CLOSURES

All the provisional closures to be provided and installed must be of the highest quality in all the external carpentry of the 4th floor of the Residence, for a total of 18 (eighteen) provisional closures for all the external carpentry on this floor.

The dimensions of each one of the closures must be adapted to the measurements of the existing carpentry; therefore, measurements should take place on site to guarantee that the opening is completely closed after the works.

As an example, in Annex E, the blueprints attached show each one of the windows and their dimensions, but this should be verified on site.

The closures will include the provision and installment of a translucent polycarbonate with a thickness of at least 1/4", of the highest quality. These polycarbonate panels will be supported by a wood frame, and stoppers placed on the existing frame, and should be thick enough to guarantee the closure is secured and there is no danger it will become detached. It should have the necessary reinforcements according to the dimensions covered, so that it is perfectly rigid and secured.

If the window is too large or difficult to install in one complete piece, then two pieces of polycarbonate shall be used in these cases.

The closures will be affixed to the frame of each window, on the outside, to avoid working on the existing masonry, as asbestos has been detected in the masonry.

The existing window panels will be reinstalled, and only those glasses or pieces that are broken or loose will be removed. This work will be done from the inside of the building.

The borders should be adequately sealed to avoid water leaks.

The correct sealers and support materials should be placed so that the sheet or slab is completely rigid.

The correct silicone sealants should be used, according to the type of material to be sealed.

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### SUGGESTIONS OF REQUIREMENTS TO BE ADDED TO THE REQUEST FOR PROPOSALS - TERMS AND CONDITIONS

Suppliers must enclose the following with their offer:

#### A. COMPANY BACKGROUND:

The company must have at least 1 (one), verifiable background works in similar repairs, and the Bidder must complete the form included in ANNEX "A".

#### **B. TECHNICAL VISIT**

A visit must be made to the Residence of the Argentine Embassy in the United States, located at 1815 Q St, NW Washington DC 20009. For this purpose, the Mission will facilitate the visits requested by the bidders so that that the successful bidder cannot subsequently allege ignorance and/or lack of foresight about the conditions under which the contract will be executed and fulfilled.

The company chosen categorically undertakes before the Mission to maintain strict confidentiality and will not reveal, disclose or provide, by word, writing or by any other means or support, tangible or intangible, currently known or in the future, to any physical person or legal entity, whether public or private, and not to use for their own benefit or for the benefit of another natural or legal person, public or private, any of the information obtained when preparing the quote for the services and equipment requested by the "Mission".

The day and time of the visits must be previously coordinated by calling 202-238-6416, from 9:00 am to 4:00 pm.

ANNEX "B", Proof of Visit, is attached, which must accompany the proposal.

#### C. PERMITS, AUTHORIZATIONS AND INSURANCE:

The Contractor will be in charge of carrying out all the procedures, obtaining the applications and/or authorizations necessary to complete the contracted tasks before the relevant authorities and will be responsible for the cost of fees, taxes, expenses, and charges arising from this.

Work permits, occupation of public roads, nuisance noises, final disposal of materials and any other requirements called for in local regulations for carrying out the contracted work will also be included. For everything not covered in these Technical Specifications, the current local regulations will apply, and the Contractor cannot claim ignorance of this. In case of regulatory discrepancy, the most demanding criteria will be adopted.

The Contractor must possess life and work accident insurance policies for the employees under his charge and civil liability against third parties, in accordance with the formalities required by the applicable local regulations on this matter (ANNEX "C").

These policies must be presented to the Mission within FIVE (5) business days after the notification of the Purchase Order. Likewise, the Contractor shall be responsible for contracting any other insurance that may be required under local regulations related to the contracted work.

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#### D. QUOTE

The offer will be presented as part of the proposal and must be signed by the offeror or his legal representative.

The price will be quoted in US DOLLARS.

In the quotation, the total price in numbers and letters must be written down for the items proposed according to the specifications set forth herein, and as specified in the "Quotation Form" (ANNEX D). In case of discrepancy between what is quoted in numbers and letters, what is written as price quoted in letters shall prevail.

The total price quoted in the "Quotation Form" Annex D, will be the final price that the Argentine Embassy will pay in total for all items.

The bidder must include in the price quoted all current taxes, civil liability insurance, benefits; salaries and wages; social security; labor expenses; indirect expenses and costs; expenses and general costs, and any other expenses or taxes that may affect the final cost of the contract.

It is understood that before submitting the offer, Bidder has ensured that its quote covers all the obligations arising from the contract; consequently, the benefits that, according to the Contractor's judgment and experience, must be made for the full and strict compliance with his obligations, even if they are not specified in the offer.

In the event that the total amount quoted does not match the sum of the unit prices, the latter will be taken as the quoted price. Any other error in the quoted amount, either denounced by the bidder or detected by the Argentine Embassy before the award, will result in the rejection of the offer regarding the relevant items.

#### E. GUARANTEES

The guarantee may not be of less than 1 (one) year, a period during which any problem that occurs in the installation must be corrected. Likewise, the corresponding extended warranty of the installed equipment must be submitted.

#### F. TERM AND SCHEDULE OF THE CONTRACT

The term for carrying out the work must not exceed SEVEN (7) business days, counted from the business day following the notification of the Purchase Order.

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The schedule for the completion of the tasks will be as follows:

Business days from 8:00 a.m. to 5:00. p.m., except on the days the Argentine Embassy notifies an event is being held that prevents undertaking the work. Tasks that involve nuisance noise or that generates dust, fumes or gases, must be carried out at a time to be agreed upon, prior request and approval by the Mission.

#### G. PAYMENT METHOD AND PLACE OF PRESENTATION OF INVOICES

50% as retainer

50% when work is completed, and closures have been installed

The payment of the invoice will be made within 30 days, counted from the date of the invoice.

#### H. COMMUNICATIONS

All communications between the Embassy and the Contractor will be made in writing, through Service Orders and Order Forms, which will be the documents for communication between the parties in the framework of the contract. This can also be done via email.

#### Service Orders Book

In order to keep a ledger of the communications, instructions and/or observations related to the contract by the Embassy, it will use a book with numbered pages, in triplicate, which the Contractor will provide within the first 48 hours after receiving the Purchase Order. If a Service Order is not complied with, a fine will be applied.

#### Contractor's Order Forms Book

The Contractor will write down its work requirements and remarks, operation, replies to Service Orders in an Order Book, in triplicate, that the Contractor will provide.

This can be replaced by communications via email, and the Embassy shall create an email address to be used exclusively for communications with the company.

#### I. Contractor's Representative

The Contractor must designate a Technical Representative, who must be suitable regarding the works and who will act as the Contractor's technical person responsible and will exercise permanent control of the execution and installation, and will be responsible for complying with the technical, regulatory, legal and administrative aspects of the works undertaken.

He will be authorized to receive instructions, service orders and deliver work orders made by the company, and the latter must always be signed by the Technical Representative.

#### J. TECHNICAL INSPECTION

The Client shall designate the members of the Technical Inspection Team, who shall be in charge of monitoring the contract and the Contractor shall at all times facilitate its mission. The Technical Inspection Team will intervene in all matters concerning the progress of the works, its correct execution, and also verify compliance of the contractual obligations.

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#### K. PROVISIONAL AND FINAL RECEPTION

Once the works have been completed, the Contractor will carry out the tests required to guarantee the quality of the work carried out.

When the work of the provisional closures is completed, it will be received provisionally by the Technical Work Inspection Team, who will make the necessary observations of the work carried out by the Contractor, if applicable, establishing a deadline for their correction.

Once the warranty period has elapsed and the corresponding corrections have been made, a Technical Inspection will be undertaken to carry out the Final Acceptance process.

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### ANNEX A SWORN STATEMENT OF BACKGROUND IN SIMILAR WORK

The	undersigned,	acting in his capacity a	s	, at the
OAT		any has carried out works with		ompany, DECLARE UNDER eristics to this contract, according
	Address	Description of tasks	Client	Telephone and name of contact
1				
2				
3				
4				
SIG	NATURE			
PRII	NTED NAME			
PLA	CE AND DATE: .			

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# ANNEX B PROOF OF VISIT

HEREBY CERTIFY that the following persons
from the
company,
carried out the visit set forth in the "Visit" section of the
Bidding Terms and Conditions on the following date:, 2022.
Signature and printed name of Embassy official

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#### **ANNEX C**

### SWORN STATEMENT OF COMPLIANCE WITH INSURANCE AND REGULATIONS ON HYGIENE AND SAFETY IN WORKPLACES

The undersigned, in his capacity as	, of the
OATH that he will comply with mandatory insurance regulations related to hygiene and safety in workplace	coverage and with the current local
SIGNATURE	
PRINTED NAME	
PLACE AND DATE:	

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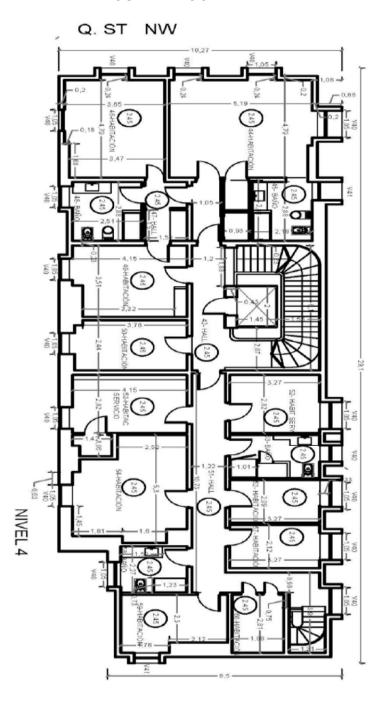


### **ANNEX D - QUOTE FORM** DIRECT CONTRACTING BY SIMPLIFIED PROCESS N° /2022

The und	ersigned,			
	Document (Type and	No.)		
		on b	ehalf of and	d representing
the	compa	ny, legal ad	dress at	
	Street, Nº,	Floor, Apart	ment	City
	, Sate			.Telephone
	Fax E-mai			
	ed to act on its behalf, after becoming familiar with ig this proposal, quote the following prices:	the specific	and techni	cal conditions this
ITEM	DESCRIPTION	QUANT.	UNITS	TOTAL
4.A	Contract to provide and install 18 (eighteen) provisional translucent polycarbonate closures on carpentry of the 4th floor of the Official Residence of the Embassy of Argentina in the United States of America, located at 1815 Q Street NW, Washington DC, in accordance with the technical specifications and other documents governing this contract.	1	gl	
These p	rices include taxes and social security.			
	LARS			
	wn the total amount of the offer in LETTERS AND			
Washing	gton D.C ,, 2022			
	Signature and bidde	I printed nar		



### ANNEX E FOURTH FLOOR

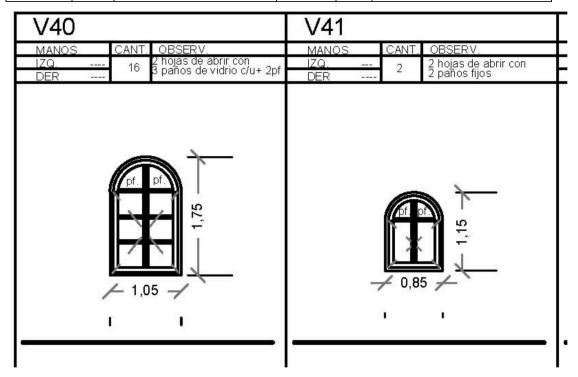


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#### **CARPENTRY**

V40		V41			
	Qty.	Note		Qty.	Note
LEFT	16	2 opening casements with 3 glass panes, each one		2	2 opening casements with
RIGHT		fixed	RIGHT		2 fixed glass panes



NOTE: These drawings are simply indicative. All measurements must be taken on

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