

INVITATION TO TENDER WORKS, GOODS AND SERVICES - Revision August 2019

FIRST PART: General information

THE PRESENTATION OF THE PRICE PROPOSAL BY THE BIDDER WILL BE EQUIVALENT TO THE ACCEPTANCE, WITHOUT RESERVATIONS OR CONDITIONS, OF THE DOCUMENTS, PLANS, TERMS AND CONDITIONS OF THIS BIDDING SPECIFICATIONS, ALL ITS ANNEXES AND AMENDMENTS.

1.1 Person responsible for the selection process: _____
Telephone: _____; Email: _____

1.2 Previous meeting. No. Yes Date: _____ Hour: _____ Place: _____

1.3 Validity of the offers. 30, 60, 90, __ calendar days counted from the opening of bids.

A bid bond is required. When required, this document must be presented in original, in the place and before the time and date established for the receipt of offers. Refer to Clauses 4.28.73 Bid Guarantee and 4.28.74, Bonds, of the bidding specifications.

Only for contracting of works. Form 1530, Tender / Works Contract is required. (The omission or non-presentation of form 1530 or the lack of information in boxes 19, 20A, 20D, 20F, 20I and 21A, 21B, 21C, 21D, 21E, 21F, 21G and 21H of the form, when required, will cause the proposal not to be considered.)

Only for contracting works. The proponents must acknowledge receipt of all the amendments that are issued, before the date and time established for the presentation of the proposal. Failure to do so may be cause for the non-consideration of the proposal.

A price list is required.

1.4 Type of Contract:

1.4.A THIS IS A REQUEST TO QUOTE FOR MICRO-PURCHASES.

1.4. A.1. The quotation must be sent through the use of the Internet bidding system (SLI), except that the list of charges in numeral 9 of the Second Part - Specifications, Terms and Conditions, specifically establishes another method for receiving the quotation.

1.4. A.2. Notification of the purchase intention. Having notified the intention of awarding the listed purchase, the bidder will have a period of time from the day following the date in which the notification is sent to him to communicate his acceptance or rejection of the intention to purchase:

- 8 working hours
- 16 working hours
- 24 working hours

The acceptance of the purchase intention by the bidder will result in the award of the purchase order.

1.4. B. **THIS IS A CONTRACTING OF WORKS, GOODS AND SERVICES FOR AN AMOUNT GREATER THAN A MICRO-PURCHASE**

1.4. B.1. The offer must be sent through the Tender Online System (SLI), unless another delivery mechanism is expressly indicated in the instructions that appear in the bidding specifications or its revised version through amendments in the Tender Online System (SLI) in the cases that apply, or in this first part of the form.

1.4. B.2. The offers submitted cannot be withdrawn, unless amendments are made to the bidding specifications, in which case they will be removed for the purpose of making the necessary modifications.

1.4. B.3. Contractor Selection Process

Public tender based on the lowest price.

Negotiated tender based on the lowest price with the following basic elements:

Negotiated tender based on best value:

Two-step public tender with the following basic elements:

For public tenders based on the lowest price, negotiated tenders in its three modalities, non-negotiated tender based on best and two-step public tender, When the presentation of a technical proposal or specific information and the presentation of a bond have been established as a basic element, the lack of presentation of this documentation will cause the non-consideration or rejection of the offer presented. This rejection will occur during the bid opening.

1.5. Award. (Selection Criteria) Lowest price per line

Lowest price on the basis of the sum of all the lines. When neither of the two options is selected, it will be understood that the award will be based on the sum of all the lines.

Lowest price on the basis of the sum of the base period and renewals. (For contracts with renewals.)

1.6. Technical Proposal

It does not require a technical proposal. The presentation of the price proposal alone proves that it complies with all the requirements of the bidding specifications.

A technical proposal is required to verify compliance with the bidding requirements. (For construction contracts, see the specifications and plans that appear in the Annex (s), and revised by amendments, as applicable.) The proponents will submit his technical proposal, necessary to verify that each of the goods or services offered meet the requirements of the same, before the date and time established for the act of the bid opening in the following address: --- When the offeror in your technical proposal establishes as reference an Internet address, it must be linked directly to the information related to the good or service offered. The lack of presentation of the documentation required in the stipulated place will cause the non-consideration of the proposal presented in the bid opening.

In the case of goods, the technical proposal must include the brand, model and when required, the number of part of the good offered, dimensions, measures and weights of the requested goods or any information that proves that the good offered meets the requirements requested technicians. The lack of presentation of the data required in the stipulated place will cause the non-consideration of the proposal presented in the act of bid opening.

The Material Safety Data Sheet required in the description of the goods must be presented by the way indicated in the specifications before the date and time established for the act of knowing the proposals. We do not accept products that contain one or more elements or compounds whose use is prohibited in the Canal Authority (ACP), nor the use thereof in the provision of services. The list of products prohibited by the ACP is available at the following electronic address: <http://micanaldepanama.com/wp-content/uploads/2012/06/201sp-materiales-peligros.pdf>

SECOND PART – SPECIFICATIONS, TERMS AND CONDITIONS.

2. Description of the goods or service.

2.1 Technical specifications. _____

2.2 Requisites. _____

2.3 Presumption of novelty.

The Authority will acquire new goods. It is understood that everything is good that, for commercial reasons, a supplier sells or provides the Authority, but has previously warned and expressly that said good is used.

Used goods will be accepted.

Refurbished goods will be accepted.

When none of the three options is selected, it will be understood that the Authority will procure new goods.

2.4 For contracting work, refer to the annexes of the tender or its revised version by amendments, as applicable.

3 Terms and conditions of delivery

3.1 Terms, terms of delivery or validity of the contract: calendar days after the purchase order or contract has been awarded. (Indicate an exact date, when required)

3.2 Delivery conditions and delivery location.

When the delivery terms are DAP Panama, the Contractor is responsible for the processing of the simplified declaration of customs and its cost; In addition to downloading the goods and putting them on site.

DAP Panama. When the terms of delivery are DAP Panama, the contractor is responsible for the processing of the simplified declaration of customs and its cost.

DAP Panama. When the delivery terms are DAP Panama, the Contractor is responsible for unloading the goods and putting them on site.

DAP Panama. When the delivery terms are DAP Panama, the contractor is not responsible for unloading the goods and putting them on site.

Other.

Place of delivery: -----

4 Inspection, acceptance and transfer of title.

4.1 Inspection. See Article 164 of the ACP Acquisition Regulation.

4.2. Quality assurance. See Article 165 of the ACP Acquisition Regulation.

4.3. Acceptance and transfer of title.

The Authority will only accept goods and services in accordance with the specifications, terms and conditions stipulated in the contract.

5. Guarantees. Commercial. Other:

5.1 For the contracting of works, refer to Clause 4.28.51, Guarantee of the Work.

6. Representation and / or local presence in the Republic of Panama. Offerors are allowed for local presence (You can select more than one):

That are established locally;

Foreigners with local representation;

Local presence is not required.

7. Type of contract. Fixed amount and price. Estimated amounts and fixed unit price.

8. Penalties for late delivery.

When the execution of the contract is not fulfilled or the purchase order for causes attributable to the Contractor, the Contracting Officer, in addition to being able to choose the contract or purchase order, may impose a fine for late performance, situation for which the Contracting Officer will apply the following penalty for delays in the execution of the contract, it being understood that when one of the options for the calculation of the fine is not selected, it will be applicable paragraph A in a supplementary manner:

A. 7%, of the value of the merchandise (V) not delivered or service not provided from the purchase order to contract, divided by 30 days and multiplied by each day of delay.

(OA): $((7\% \times V + 30) \times DA)$.

B. j (another formula for contract estimates that exceed B/.100,000.00, if necessary).

C. Imposing a fine of up to a maximum of 10% of the value of the merchandise not delivered to service not provided for the purchase order or contract for each extension. In none of the cases the fine may be greater than 10% of the value of the purchase or contract not delivered or provided, for each extension granted.

D. For construction tenders, refer to Clause 4.28.53, Penalty or Penalty for Delay in the Execution of the work.

9. Others.
