

**THIS IS AN AQUISITION ABOVE THE MICRO PURCHASE THRESHOLD
(11-March- 2009).**

PART ONE – TENDER FORM.

1.1 Only price tenders sent by using the tendering system on the Internet shall be considered.

1.1 Person responsible for the selection process: _____;
Telephone: _____; FAX: _____; Electronic Mail _____.

1.3 Pre-tender meeting. No. Yes. Date: _____ Time: _____ Place: _____

1.4 Period of valid tenders. 30, 60, 90, calendar days counted from the date set forth for opening of tenders.

1.5 Tender selection process.

Public tendering based on the lowest price.

Negotiated tendering proceeding on the basis of the lowest price, with the following basic elements: _____

Negotiated tendering proceeding on the basis of best value with the following basic elements: _____

Two-stage tendering proceeding with the following basic elements: _____

1.5.1. General conditions.

1.5.1.1. Award selection criteria.

Lowest price per line item.

Lowest price on the basis of the sum of all line items.

When none of the above options are selected, it shall be understood that the selection shall be on the basis of the sum of all items.

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

1.5.1.2. Technical proposal.

Technical proposal is not required. The submission of the price tender in itself demonstrates compliance with all the requirements stated in the tendering documents.

Verification of compliance with the requirements of the acquisition. The tenderer shall submit its technical proposal necessary to verify that each of the goods or services offered comply with the requirements stated in the quotation document, hand carried, by fax or e-mail before the date and time set forth for the opening of quotations at the following address: Building _____, fax: _____ or e-mail: _____. When the tenderer indicates in its technical proposal an Internet address, it shall directly conduct to the information relative to the good or service quoted. Failure to submit the required documents within the specified term shall cause the no consideration of the quotation submitted in response to the request for quotation.

If the acquisition is for goods, the technical proposal shall include the trademark, model and, if applicable, the part number of the quoted good, dimensions, measurements and weights of the quoted goods, or any information that proves that the quoted good complies with the requested technical requirements. Failure to submit the required information and documents within the specified term shall cause the no consideration of the proposal submitted.

Material Safety Data Sheet required in the description of the goods shall be sent hand carried, by fax or e-mail before the date and time set forth for the

opening of quotations at the following address: Building _____, fax: _____ or e-mail: _____.

Goods containing one or more elements or compounds, which its use in the Panama Canal Authority (PCA) is prohibited, nor the use of these goods in services provided, shall not be accepted. The list of prohibited and controlled goods by the PCA is available at the following e-address:

<http://www.pancanal.com/esp/legal/reglamentos/security/industrial/materiales-peligrosos.html>.

PART TWO – SPECIFICATIONS, TERMS, AND CONDITIONS.

2. Description of the Goods or Services.

2.1 Technical Specifications. _____.

2.2 Minimum Requirements. _____.

2.3 Presumption of novelty.

PCA shall acquire new goods. It shall be understood as new, any good that the contractor for commercial purposes sales or delivers to PCA, if the contractor has not expressly stated that the good is sold or delivered as a used good.

Used goods will be accepted.

Rebuilt or reconditioned goods will be accepted.

When none of the above three options is indicated, it shall be understood that PCA shall acquire new goods.

3. Terms and Conditions of Delivery.

1.1 Terms, Terms of Delivery, or Period of the Contract.

_____ calendar days after the award of the purchase order or contract.

1.2 Conditions and Place of Delivery.

DDU Panama. When the terms of delivery are DDU Panama, the Contractor is responsible for processing the simplified declaration and covering these costs; in addition, of unloading the materials and placing them on site.

DDU Panama. When the terms of delivery are DDU Panama, the Contractor is responsible for processing the simplified declaration and covering these costs.

DDP Panama. When the delivery terms are DDP Panama, the Contractor is responsible for unloading the materials and placing them on site.

DDP Panama. When the delivery terms are DDP Panama, the Contractor is not responsible for unloading the materials and placing them on site.

Other: _____.

4. Inspection, Acceptance, and Transfer of Title.

1.1. Inspection. _____.

1.2. Quality Control. _____.

1.3. Acceptance and Transfer of Title. _____.

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

5. **Warranties.** Commercial. Others: _____

6. **¹Representation and / or local presence in the Republic of Panama.**

For local presence the contractor shall be: (More than one option can be selected)

established locally.

a foreign contractor that acts through local representatives.

a foreign contractor that will become domiciled in the Republic of Panama.

No local presence of the contractor is required.

7. **Type of Contract.** Fixed price and quantities.

8. **Penalties for late delivery.**

When for reasons attributable to the contractor, the performance of a contract for goods or services is delayed, without limiting the rights of the Authority to terminate the contract for reasons attributable to the contractor, the Contracting Official may impose penalties for delays by selecting one of the listed options, if none is selected, option A is applicable by operation of this provision.

A. 7% of the amount of undelivered goods or services not rendered (V), divided by 30 and multiplied by each calendar day of delay (DA):

$[(7\% \times V \div 30) \times DA]$.

B. _____ (another formula for contracts with amounts estimated above \$100,000.00, if necessary);

C. Assessing or not a penalty of up to 10% of the value of goods not delivered or services not rendered for each time extension granted;

In any case, the penalty shall not be greater than 10% of the contract amount for goods not delivered or services not rendered for each time extension granted.

9. **Others.**

¹ Modified by article 13 of Resolution No. ACP-AD-RM09-03 (9 Feb 2009), effective 11 march 2009.