

**INVITATION TO TENDER, PROCUREMENT OF WORKS, GOODS, AND SERVICES– Revised**  
August 20, 2021

PART ONE: General Information

BY SUBMITTING THEIR PRICE PROPOSALS, BIDDERS ACCEPT, WITHOUT RESERVATIONS OR CONDITIONS, ALL DOCUMENTS, DRAWINGS, TERMS AND CONDITIONS, ANNEXES AND AMENDMENTS OF THIS TENDER DOCUMENT.

DEADLINE FOR RECEIVING PROPOSALS: Only proposals received BEFORE the set date and time will be considered. The Panama Canal Authority shall not be responsible for any delays or failures in the transmission of information relating to the technological platform that bidders use and which may prevent the receipt of proposals within the set deadline.

When the tender document requires submission of a technical proposal, bidders must submit the documentation directly through the online tender system (SLI). The system can accept a maximum of fifteen (15) attachments of up to 10 MB each. NOTE: THE SYSTEM ONLY ACCEPTS DOCUMENTS IN PORTABLE DOCUMENT FORMAT (PDF).

All proposals entered into the online tender system (SLI) must be under the LEGAL NAME of the natural person or legal entity who, if awarded the contract, will issue the invoice. In the case of local bidders, their names shall match the LEGAL NAME corresponding to their Unique Taxpayer Registration (RUC) and Verification Digit (DV) before the General Revenue Directorate (DGI) of the Republic of Panama.

For tenders requiring technical proposals, these must be submitted under the same LEGAL NAME of the bidder who submitted the price proposal in the SLI. The “trade name” contained in the Operation Notice must not be used for the proposal or billing purposes.

In the event that the tender allows the participation of consortia, both the price proposal in the SLI and the technical proposal must be submitted using the NAME OF THE CONSORTIUM, so that the name in both proposals (price and technical) match.

1.1 Person responsible for the selection process: \_\_\_\_\_;  
Telephone: \_\_\_\_\_; Email: \_\_\_\_\_.

1.2 Previous meeting.  No.  Yes. Date: \_\_\_\_\_ Time: \_\_\_\_\_ Place: \_\_\_\_\_

1.3 Validity of proposals.  30,  60,  90,  \_\_\_\_\_ calendar days from the bid opening act.

A bid bond is required. When required, its original must be submitted at the place and before the time and date set for receiving proposals.

Please refer to Clauses 4.28.73 –Bid Guarantee– and 4.28.74 –Bonds– of the tender document.

Contracts for works only. Form 1530, Tender/Works Contract is required. (The omission or failure to submit form 1530 or the lack of information in boxes 19, 20A, 20D, 20F, 20I and 21A, 21B, 21C, 21D, 21E, 21F, 21G, 21H, 21I, 21J, 21K and 21L of the form will render the proposal ineligible for consideration.)

Contracts for works only. Bidders must acknowledge receipt of all the amendments that are issued before the date and time set for submission of proposals; failing to do so may be grounds for rendering the proposal ineligible for consideration.

A price list is required.

1.4 Type of Contract:

1.4. A  **THIS IS A MICRO-PURCHASE QUOTATION REQUEST.**

1.4. A.1. Quotations must be sent through the online tender system (SLI), unless paragraph 9 of Part Two –Specifications, Terms and Conditions– of the tender document specifically establishes another method for receiving price quotations.

1.4. A.2. Notification of purchase intention. Once the intention to award the quoted purchase is notified, the bidder will need to communicate acceptance or refusal of the purchase intention within:

8 working hours

16 working hours

24 working hours

from the day following the date when the notification is sent.

A bidder's acceptance of the purchase intention will result in the award of the purchase order.

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

1.4. B.1. The proposal must be sent through the online tender system (SLI), unless another delivery method is expressly specified in the instructions included in the tender document or its version revised through amendments in the online tender system (SLI), as applicable, or in this part one of the form.

1.4. B.2. The proposals submitted cannot be returned, unless amendments are made to the tender document, in which case the proposals may be returned in order to make any applicable changes.

1.4. B.3. Contractor selection process.

Public tender for the lowest price.

Negotiated tender for the lowest price with the following basic elements:

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Negotiated tender for the best value with the following basic elements:

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Two-step tender with the following basic elements:

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*When public tenders for the lowest price, negotiated tenders in its three modalities, non-negotiated tenders for the best value, or two-step public tenders require the submission of a technical proposal or specific information and/or a bond as a basic element, the failure to submit these documents will render the submitted proposal ineligible for consideration or it may be rejected; such rejection will take place during the bid opening act.*

1.5. Award method. (Selection criteria)

Lowest price per line item.

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

When neither of the two options above is selected, it will be understood that the award will be based on the sum of all line items.

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

1.6. Technical proposal.

A technical proposal is not required. Submission of the price proposal alone proves that it meets all the requirements set in the tender document.

A technical proposal is required to confirm that the requirements set in the tender document are met. (For contracts for works, *see the specifications and drawings contained in Annex(es) \_\_\_\_\_, revised by amendments, as applicable.*) Bidders must submit their technical proposals directly in the online tender system, in PDF format only, before the date and time set for the bid opening act.

In the case of goods, the technical proposal must include the brand, model and, when required, the part number of the goods offered, the dimensions, measurements, and weight of the requested goods, as well as any information that proves that the goods offered meet the requested technical requirements. Failing to submit the data required within the set time period will render the submitted proposal ineligible for consideration in the bid opening act.

The Material Safety Data Sheet required in the goods description must be submitted through the means indicated in the tender document before the date and time set for the bid opening act. Products containing one or more elements or compounds prohibited for use by the Panama Canal Authority (ACP) or their use in the provision of services will not be accepted. The list of products prohibited by the Panama Canal Authority is available at: <https://micanaldepanama.com/wp-content/uploads/2019/07/1410SAL201-lista.pdf>

## PART TWO – SPECIFICATIONS, TERMS AND CONDITIONS.

### 2. Description of the goods or service.

2.1. Technical specifications. \_\_\_\_\_.

2.2. Requirements. \_\_\_\_\_.

#### 2.3. Assumption that the goods acquired are new.

The Authority will acquire new goods. Any goods that, for commercial reasons, a supplier sells or provides to the Authority shall be new unless the supplier has previously and expressly advised the Authority that such goods are used.

Used goods will be accepted.

Refurbished goods will be accepted.

Other. The Contracting Officer may set a maximum manufacturing period of \_\_\_\_ years for new goods.

When none of the four options above is selected, it will be understood that the Authority will acquire new goods.

2.4. For contracts for works, please refer to the tender annexes or its version revised by amendments, as applicable.

### 3. Terms and conditions of delivery.

3.1. Terms, period for delivery or duration of the contract: \_\_\_\_ calendar days after the purchase order or contract has been awarded. \_\_\_\_\_ (Indicate an exact date, when required).

#### 3.2. Location and conditions of delivery.

DAP Panama. When the terms of delivery are DAP Panama, the contractor is responsible for processing the simplified customs declaration and for paying its cost, in addition to unloading the goods and delivering them to the site.

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DAP Panama. When the terms of delivery are DAP Panama, the contractor is not responsible for unloading the goods or delivering them to the site.

Other. \_\_\_\_\_.

Place of delivery: \_\_\_\_\_

4. Inspection, acceptance and transfer of title.

4.1 Inspection. Refer to Article 164 of the Acquisition Regulation of the Panama Canal Authority.

4.2. Quality control. Refer to Article 165 of the Acquisition Regulation of the Panama Canal Authority.

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 contracts for works, please refer to Clause 4.28.51, Guarantee of the Works.

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

For local presence, we allow bidders who are (multiple options can be selected):

locally established; and/or,

foreigners with local representation.

Local presence of the contractor is not required.

7. Type of contract.  Amount and fixed price.  Estimated amounts and fixed unit price.

8. Penalties for late delivery.

When the deadline for the execution of the contract or purchase order is not met for causes attributable to the contractor, the Contracting Officer, in addition to being able to terminate the contract or purchase order, may impose a penalty for the delayed compliance. In such case, the Contracting Officer will apply the following penalty for late execution of the contract. When none of the options below is chosen, Option A below shall apply:

A.  Seven percent (7%) of the value of the goods (V) not delivered or services not rendered of the purchase order or contract, divided by 30 days and multiplied by each day of delay (DD).

(Option A):  $((7\% \times V \div 30) \times DD)$ .

B.  \_\_\_\_\_ (another formula for contracts involving estimated amounts above B/.100,000.00, if necessary).

C.  Imposing a fine of up to a maximum of 10% of the value of the goods not delivered or services not rendered of the purchase order or contract for each extension.

In no event may the fine exceed 10% of the value of the goods not delivered or services not rendered of the purchase order or contract for each extension granted.

D.  For tenders for works, please refer to Clause 4.28.53, Monetary Penalty or Fine for Delayed Execution of the Works.

9. Bidders are required to carefully read and review the clauses of this tender document and, in particular, the instructions detailed in Clause 4.28.99 -COMPLIANCE WITH SPECIAL RULES RELATING TO COVID-19 (Transitory)- in order to ensure compliance with the measures recommended by the Ministry of Health (MINSa) to prevent the spread of COVID-19, as well as the consideration in their price proposals of the costs associated with performing antigen tests in the event they have to remain in ACP facilities or offices in contact with ACP employees or in the case of ACP employee transportation service.

### **SAFETY PLAN FORMAT FOR THE PREVENTION OF COVID-19 FOR PANAMA CANAL AUTHORITY CONTRACTORS**

Scope. Applies to all contracts for works, goods and services where Contractor and Subcontractor employees must be in contact with ACP employees, whether or not they are in ACP facilities or offices, for the execution of the work or provision of the contracted service, regardless of the amount of the contract, and according to the requirements of the Ministry of Health of the Republic of Panama.

Instructions: Use this format to prepare safety plans aimed at preventing the spread of COVID-19. The Safety Plan must be submitted for approval by the ACP Safety Officer.

#### Document format:

1. Objective and scope of work (brief description).
2. Work sequence (brief description of the sequence of activities).
3. Crew or work team size.
4. Identification of hazards and risk analysis by activity.
5. Control methods for the prevention of the spread of COVID-19, according to the risk analysis.
6. Personal protective equipment for the prevention of the spread of COVID-19.
7. Hygiene measures for hand washing.
8. Hygiene measures for cleaning and disinfecting equipment and work areas if there are temporary booths or facilities.
9. Organization of work to comply with physical distancing measures.
10. Waste management.
11. Symptom monitoring and protocols in the event of Covid-19 cases.
12. Emergency response measure and transportation.
13. Training, dissemination, and monitoring.

10. Other.