



AMAZON PROJECT: REGIONAL ACTION IN THE AREA OF WATER RESOURCES - PHASE II

AMAZON COOPERATION TREATY ORGANIZATION – ACTO NATIONAL WATER AND SANITATION AGENCY – ANA, BRAZILIAN COOPERATION AGENCY – ABC/MRE

PUBLIC BIDDING

CONTRACTING MODALITY: GLOBAL PRICES

TYPE OF BIDDING: PUBLIC CONCURRENCE

GLOBAL QUOTATION : R\$550,000.00 Brazilian Real, equivalent to USD 130,000.00.

PROCESS: No. LP/PAII/01/2023

1. OBJECTIVE

The purpose of this bidding is to acquire and to supply Automatic Telemetry Stations, also known as Automatic Data Collection Platforms (DCP), for the implementation of the Hydrometeorological Monitoring Network of the Amazon Basin within the framework of the Amazon Project. This initiative is a collaboration between the National Water Agency (ANA) and the Amazon Cooperation Treaty Organization (ACTO) with the aim to collect hydrometeorological data from the Amazon Basin to improve the management of the region's water resources. The technical specifications of the equipment are detailed in Annex I, Terms of Reference of the bidding.

2. TECHNICAL SPECIFICATIONS OF THE EQUIPMENT FOR DELIVERY AND INSTALLATION

See Annex I and II.

3. ELEGIBLES ELIGIBLE PROPOSERS

Participation in this bidding is restricted to the following eligible proposers:

- a) Certificate of incorporation of the company: This document must contain the company's data, such as its name, purpose, share capital, address, duration, etc. It must be signed by the founding partners and notarized.
- b) Articles of association: This document contains the rules governing the operation of the company. It must be signed by the founding partners and notarized.
- c) Appointment of the legal representative: This document must contain the data of the company's legal representative, such as their name, identity card, address, etc. It must be signed by the founding partners and notarized.



- d) Legal entities legally constituted in Bolivia;
- e) Legally constituted Accidental Associations;
- f) Micro and Small Enterprises - MPEs;
- g) Associations of Small Urban and Rural Producers - ASUP; and
- h) Cooperatives (when their certificates of incorporation establish their ability to offer goods).

4. PARTICIPATION

4.1 The INTERESTED PARTY shall send, exclusively by email and/or form, concurrently with the qualification documents required in the bidding terms, a proposal with the description of the offered object and the price, no later than the date and time established for the opening of the proposals.

4.2 In the phase of proposal and qualification documents submission by the INTERESTED PARTY, there will be no ranking of the proposals, which will only occur after the evaluation of the proposal.

4.3 The INTERESTED PARTY is responsible for all transactions carried out in its name, assuming as firm and true its proposals.

4.4 The INTERESTED PARTY may withdraw or replace the proposal and qualification documents previously sent by email until January 25, 2024.

4.5 All specifications of the object contained in the proposal bind the supplier.

4.6 The proposed values shall include all operational costs, social charges, labor, taxes, commercial, freight, installation, insurance, and any other costs directly or indirectly related to the supply of the goods.

4.7 The INTERESTED PARTY shall be responsible for the truth and accuracy of all descriptions of the object. Submitting a proposal that does not comply with the specifications defined in the Bidding Protocol and the Terms of Reference, the INTERESTED PARTY shall be subject to all civil, administrative, and criminal consequences, including compensation for damages caused to the ACTO and ON BEHALF OF THE INSTITUTION.

4.8 Those interested whose field of activity is compatible with the object of this bidding may participate in this contest.

4.8.1 Foreigners who do not have legal representation in Brazil with express powers to receive summonses and respond administratively or judicially may participate.

4.8.2 The following may not participate in this bidding:

4.8.2.1 prohibited from participating in bidding processes and entering into administrative contracts, in accordance with current legislation;



4.8.2.2 who do not meet the conditions of this Notice and its annexes;

4.8.2.3 in bankruptcy, subject to creditor arrangement, under receivership or insolvency, in the process of dissolution or liquidation;

4.8.2.4 commercial entities that form a consortium;

4.8.2.5 It is prohibited to contract with a legal entity in which there is an administrator or partner with managerial power, a family member of:

4.8.2.6 the holder of a commissioned or trusted position working in the area responsible for the demand or hiring; or

4.8.2.7 a hierarchically superior authority within the contracting entity.

5. PORPOSER'S QUALIFICATION

5.1 Certificate of Incorporation of the Company: This document must contain the company's details, such as its name, corporate purpose, share capital, address, duration, etc. It must be signed by the founding partners and notarized.

5.2 Articles of association: This document contains the rules governing the operation of the company. It must be signed by the founding partners and notarized.

5.3 Appointment of the Legal Representative: This document must contain the details of the legal representative of the company, such as name, identity card, address, etc. It must be signed by the founding partners and notarized.

5.4 Certificate of registration with the valid and active National Taxpayer Registry (NTR);

5.5 Identity card (for natural persons);

5.6 Company Constitution Document;

5.7 Updated Trade Registry, except for bidders whose legal regulations foresee otherwise in their constitution;

5.8 Comprehensive and General Power of Attorney of the Bidder's Legal Representative with the authority to submit proposals and sign contracts and registered in the Trade Registry. This registration may be exempted for other bidders whose legal regulations in their constitution foresee otherwise. Sole proprietorships that do not appoint a Legal Representative do not need to submit this Power of Attorney;

5.9 Certificate of Non-Indebtedness for Contributions to the Mandatory Long-Term Social Security and the Comprehensive Pension System, except for natural persons. In the case of sole proprietorships without dependents, they must submit the Single-Person Businesses without Dependents Registration Form - FIEUD;

5.10 Certification of Gross Production Cost or Certification of goods produced in the country regardless of the origin of inputs (when the bidder has requested the application of the preference margin). In the case of Joint Ventures, this Certification can be submitted by one of the companies forming the Joint Venture;

5.11 Testimony of the Joint Venture Agreement;

6. DE TECHNICAL ENABLEMENT

- 6.1 The BIDDER is required to submit their proposal using the following fields:
- 6.2. Unit value or total value of the Group, following the evaluation criteria outlined in this Tender invitation;
- 6.3. The quantity of units, ensuring compliance with the minimum quantity specified in the Terms of Reference for each item;
- 6.4. In cases where no minimum quantity is specified, the BIDDER must quote the total quantity for the item.
 - 6.4.1 Brand;
 - 6.4.2 Manufacturer;
 - 6.4.3. Detailed description of the object: including, where applicable, the model, validity period, or warranty period.
- 6.5 - Refer to Annex I, II

7. CONTRACT CLOSURE AND PAYMENT

- 7.1 Contract Closure will be executed upon fulfillment or termination through Contract Resolution, as outlined in the contractual provisions. In both scenarios, the contracting entity and the supplier will engage in the contract settlement process;
- 7.2 If terminated due to fulfillment, once the contract settlement is completed, the contracting entity must issue the Certificate of Contract Fulfillment;
- 7.3 In cases where the contract was formalized through a purchase order, and upon the conclusion of the Reception process, the contracting entity is required to issue the Certificate of Purchase Order Fulfillment; and
- 7.4 Payments will be made upon the receipt and approval of goods by the contracting entity and the issuance of an invoice by the supplier;
- 7.5 For contracts involving natural persons, in the absence of a tax invoice, the contracting entity must withhold amounts for tax obligations, with subsequent payment to the National Tax Service; and
- 7.6 Advance Payment Guarantee: Should an advance payment be agreed upon, the bidder must furnish a Guarantee of Proper Use of Advance Payment, amounting to one hundred percent (100%) of the advance granted. The total advance amount must not exceed twenty percent (20%) of the total contract value.

8. CANCELLATION, SUSPENSION, AND ANNULMENT OF THE CONTRACTING PROCESS

- 8.1 The contracting process can be canceled, annulled, or suspended prior to formalizing the contract through a resolution that is expressly, technically, and legally justified.

9. GLOSSARY

- 9.1 Recurrent Goods: These are goods that the entity requires continuously for the fulfillment of its functions;
- 9.2 Certificate of Contract Compliance or Purchase Order: It is defined as the document issued by the contracting entity in favor of the Contractor, formalizing the fulfillment of the Contract Compliance or Purchase Order
- 9.3 Contract or Purchase Order; it must contain at least the following data: the object of the contract, the amount of the contract, and the delivery deadline;
- 9.4 Contracting Party: This refers to the person or public institution that, once the public call has been made and the acquisition awarded, becomes a contractual party;
- 9.5 Convening Party: This refers to the person or public institution that requires the acquisition of goods and

makes the public call;

9.6 Waiver: Express or tacit renunciation by the awarded bidder to formalize the contract, which is not a consequence of force majeure and/or fortuitous event;

9.7 Contract Amount: It is the price established in the Note or Award Resolution, stated in the Contract, which may be modified later in accordance with the Contract's provisions; and

9.8 Bidder: refers to the individual or legal entity expressing interest in participating in the contracting process..

10. CRITERIA FOR ASSESSMENT AND SCORING

10.1. The evaluation criterion will prioritize the **LOWEST PRICE** per item, while adhering to supply deadlines, technical specifications, minimum performance parameters, quality, and other conditions outlined in this Bidding Protocol.

11. CRITERIA FOR SCORING

Criteria	Details	Scoring
Formation of the Work Team	1. Technical Manager with a postgraduate degree in Hydrology, Meteorology, or related fields 2. Civil Engineer 3. Communications Engineer	5
Company Experience	5 - 10 projects involving the installation of Data Collection Platform (PCD) stations	10
	Work experience in the Amazon Basin	10
	Proficiency in and application of specialized software	15
Technical/Methodological Proposal	Proposed methodology to carry out the tasks outlined in the Terms of Reference	15
	Proposed Work Plan, including deadlines for deliverables	15
	Comprehensive team composition encompassing CVs, project roles, and experience, considering the stipulated minimum requirements, educational background, and competencies outlined earlier.	10

12. STAGES OF BIDDING PROCESS

12.1 - Original period for proposal submission: **from November 27 to December 30, 2023, until 23:59 Brasilia time**

12.2 - Deadline extension: from December 22, 2022 to January 31, 2024;

12.3 – Period for receiving questions: from December 22, 2023 to January 25, 2024;

12.4 - Publication of the result of the judgment of doubts: January 28, 2024;



12.5 – Period for proposal submission: from December 22, 2023 to January 31, 2024;

12.6 - Proposal opening/virtual version: February 1, 2024;

12.7 - Period for company analysis and qualification: from February 1 to February 6, 2024;

12.8 – Period for determining the **winning company**: from February 7 to February 9, 2024;

12.9 – Period for contract approval: from February 12 to February 16, 2024;

All time references in the Bidding Protocol, in the announcement, and during the public session will necessarily adhere to Brasília-DF time, and therefore, the reception of proposals will be recorded as follows: Fill out the form **INCLUIR LINK PARA O FORM** and send it by email to: projeto.amazonas@otca.org

For further clarifications or questions, please contact us exclusively through the designated e-mail address: projeto.amazonas@otca.org until January 25, 2024.

The SP/OTCA retains the right to modify/adjust the deadlines for proposal analysis and final results at any time.

13. SELECTION COMMITTEE

13.1 To advance through the selection process stages, SP/OTCA will establish a Selection Committee, consisting of a minimum of one executive official and two members from the institutional staff of ANA Brazil.

14. TERMS OF REFERENCE

14.1 The Terms of Reference are outlined in Annex I of this final bidding protocol.

15. DURATION OF EXECUTION AND CONTRACTUAL TERM

15.1. The entire service duration is set at 120 (One hundred and twenty) days, commencing from the contract signing date. The specified products are expected to be delivered and installed in accordance with the Service Execution Calendar, which must be submitted along with the proposal.

16. DEADLINE FOR DOCUMENT SUBMISSION

16.1 Companies are required to submit all documents outlined in item 12 of the Terms of Reference in a digital format, either in Spanish or Portuguese, via the institutional email: projeto.amazonas@otca.org. Please indicate: [Proyecto Amazonas - Adquisición de Plataforma de Recolección de Datos - PCD].

16.2 The winning company must provide all supporting documents in a virtual format, signed, and notarized (or authenticated by a similar institution in their country of origin) upon request. Failure to submit or incomplete submission of the documents will lead to the disqualification of the company.