



PONTIFICIA
UNIVERSIDAD
CATÓLICA
DEL PERÚ

TERMS AND CONDITIONS

International Public Bidding CPI 004-2016 DAF-PUCP

**Procurement of a 3D scanner for the
project: Strengthening of technology
extension services applied to the
polymeric materials field**

March 2016

LIMA – PERU

ADMINISTRATIVE TERMS AND CONDITIONS

1. GENERAL TERMS

1.1. Calling Entity

Pontificia Universidad Católica del Perú, hereinafter referred to as **PUCP**, domiciled at Avenida Universitaria No. 1801, San Miguel, Lima 32, Peru.

1.2. Funding source

Fondo para la Innovación, Ciencia y Tecnología – FINCyT, by means of Technology Extension Projects Bidding.

1.3. Purpose

This selection process is purported to select and procure a 3D scanner for the project: **Strengthening of technology extension services applied to the polymeric materials field.**

1.4. Process Schedule

Process stages	Dates
Delivery of Terms and conditions	Monday, March 21, 2016
Place of delivery of Terms and conditions	Terms and conditions shall be published at PUCP webpage. Previously, a notice shall be published in National Gazette El Comercio to communicate this bidding
Submission of inquiries	Until Thursday, March 31, 2016 to e-mail logisticadaf@pucp.pe with a copy to e-mail aholgado@pucp.pe
Acquittal of inquiries	Wednesday, April 06, 2016 via e-mail
Terms and conditions Remarks	Until Monday, April 11, 2016

Terms and conditions Integration	Until Tuesday, April 19 , 2016
Receipt of tenders	Until 10:00h Friday, Jun 03, 2016 at the Office of Logistics (in printed and electronic form) or via e-mail to logisticadaf@pucp.pe with a copy to e-mail aholgado@pucp.pe
Correction of Technical Tender (if necessary, bidders shall be summoned)	Until Wednesday, Jun 08, 2016
Publication of Awarding of Contract	Until Monday, July 04, 2016

1.5. Reference Budget

Open amount.

1.6. Contracting System

Lump sum contract for each item. Some characteristics are stated in the technical specifications (Annex 1).

1.7. Requirements to be a Bidder

1.7.1 Companies legally organized in Peru or in countries members of the Inter-American Development Bank may appear as bidders, independently (no partnerships are allowed). Foreign companies shall prove existence as per rules of their country of origin.

1.7.2. The bidder shall issue an express opinion based on business or kinship relations with **PUCP** personnel, as well as failures committed or penalties imposed during the last three (3) years. In no case, **PUCP** may enter into any agreement involving, on the bidder side, the use of privileged information, acts of unfair competition or conflict of interests or with the spouses, common law partners, cohabitants or relatives to the fourth degree of kinship or second degree of friendship of any **PUCP** officials involved in this bidding.

1.8. Disqualifications and Impeachments

- 1.8.1. Legal entities in which some of their partners or legal agents are under the conditions set forth in paragraph 1.7.2. may not appear as bidders for this bidding, unless they are openly held corporations or equivalent in the event of foreign companies.
- 1.8.2. If subsequently to the bidding, it is verified that the winning bidder has any of the above-mentioned disqualifications, he will lose those rights he might have acquired based on his involvement and the corresponding purchase order shall be annulled, if already issued, so that **PUCP** shall be expressly empowered to award goods upon the following bidder according to the list of merits.

1.9. Legal Grounds

This bidding shall be governed as follows:

- Code of Ethics and Good Governance of PUCP, available at webpage <http://www.pucp.edu.pe/documento/pucp/codigo-etica-2-digital-b.pdf>
- Applicable Peruvian rules.
- IDB Rules GN-2349-9 shall be applicable additionally for those provisions not stated in this terms and conditions. These rules may be seen at <http://www.iadb.org/es/banco-interamericano-de-desarrollo.2837.html>

Obligations and rights of the parties shall be subject to the legal grounds above.

1.10. Commitment of the Bidders

The Bidder, for filing a tender, states to be subject and inure tacitly to rules contained in the Terms and Conditions, as well as clarifications or amendments, without being able to file any claim for issues arisen out of the construction thereof by **PUCP**.

1.11. Means of Payment

1.11.1. **Companies domiciled in Peru**

PUCP shall pay for goods and services hired upon thirty (30) days as from the receipt of invoice issued by the **winning bidder**, upon obtaining the delivery release of procured goods and services.

However, the **winning bidder** may request up to 50% in advance upon delivery of an advance payment guarantee letter (see conditions in paragraph 6.1) expiring after forty (40) days as from the date established for delivery of procured goods and services. Advance payment shall be made five (5) business days as from the delivery of that guarantee letter and the corresponding invoice.

1.11.2. **Foreign companies**

The payment shall be made by means of a letter of credit, to be effected upon submission of the shipment documents of purchased goods.

Foreign companies may also elect to receive 50% in advance referred to in paragraph 1.11.1, under the same conditions stated therein.

Any other means of payment proposed by the bidder shall be subject to an agreement between the parties.

1.12. **Penalty for delay in delivery of goods**

In the event of a delayed delivery of goods under this bidding, **PUCP** shall apply a penalty of 1% of the contracted amount for each day of delay to the supplier up to a maximum amount of ten per cent (10%) of the contract price.

In the event of the maximum penalty amount is covered, PUCP may render the purchase order issued null and enforce advance guarantee letters and compliance certificates referred to in paragraphs 6.1 and 6.2 of this Terms and Conditions.

1.13. Final provisions

Issues not set forth in this Terms and Conditions shall be governed by the rules set forth in paragraph 1.8.

2. Inquiries Stage / Terms and Conditions Remarks

- 2.1. Bidders may make remarks to the Terms and Conditions and submit them to e-mail logisticadaf@pucp.pe with a copy to e-mails aholgado@pucp.edu.pe within the terms indicated in the bidding schedule.
- 2.2. If there is any remark to the Terms and Conditions, **PUCP** shall reply them within the term stated in the bidding schedule and publish integrated terms and conditions in the same portal where the original terms and conditions were published.
- 2.3. Inquiries about these integrated Terms and Conditions shall be received within the terms indicated in the bidding schedule, according to the following form:

Terms and conditions	Background / justifications (Annexes may be included)	Consultation / Remark (no more than 5 lines)
Page, number, section, paragraph or annex		

- 2.4. Acquittal of these inquiries shall be informed to all bidders to the e-mail of the legal agent stated in Form 01 and it will make up these Terms and Conditions.

3. Submission and Evaluation of Tenders

3.1. Submission of Tenders

- 3.1.1. Tenders may be submitted in printed form (including a copy in electronic form) to the Rector's Office Technical Consultancy Office located at Av. Universitaria 1801, San Miguel, Lima 32, Peru or e-mail logisticadaf@pucp.pe with a copy to e-mail aholgado@pucp.edu.pe on the date established in the

- bidding schedule.
- 3.1.2. The bidder, upon filing his tender, accepts implicitly all legal provisions mentioned in these Terms and Conditions and unconditionally submits thereto, waiving expressly to file any claim for issues arisen out of the construction thereof by **PUCP**.
 - 3.1.3. The tender should not contain text between lines, erasures, crosses out or amendments.
 - 3.1.4. Submission of adulterated, fraudulent or false documents due to any reason attributable to the bidder, even though they are detected subsequently to the receipt of tenders, shall give raise to the bidders' disqualification, although the corresponding purchase order had been issued.

3.2. Technical – Economic Conditions

- 3.2.1. The bidder shall submit his technical-economic tender taking into account all those characteristics stated in the technical specifications attached hereto (Annex 1).
- 3.2.2. **PUCP** may extend the date for submission of tenders stated in paragraph 1.2. The new date shall be communicated to all bidders no later than two (2) days in advance of the date set forth in the bidding schedule for submission of tenders.
- 3.2.3. To facilitate the exam, evaluation and comparison of tenders, **PUCP** may, at its own discretion, request any bidder to clarify the tender. The request for clarification and answer shall be made via email to the contact email indicated in Form No. 01 of the tender. Changes in price or material issues of the tender shall not be covered by these clarifications.
- 3.2.4. **PUCP** reserves the power to cancel the selection process until before the awarding of the contract, without mentioning any cause.
- 3.2.5. The currency of Tenders shall be Soles. However, in the event of foreign companies or those in which tendered goods are not of national manufacture, the tender may be filed in US dollars.

3.3. Contents of Tenders

3.3.1. Contents of Technical Tender

- a) Credentials and certificates
 - a.1) Sworn statement of business information according to Form No. 01
 - a.2) Sworn statement of the bidder according to Form No. 02
- b) Documents referred to the purpose of the contract Detailed description of the tendered good or goods according to the Technical Specifications.
- c) Commitment to perform the delivery of goods within the proposed term, according to Form No. 04
- d) Sworn statement guarantee, according Form N ° 05.
- e) List of clients served, with the support of the statement
- f) Documents referred to technical evaluation factors for each item in which the bidder is involved.
 - f.1) Factor 1 Tender Term
 - f.2) Factor 2 Business Guarantee
 - f.3) Factor 3 Technical Improvements
- g) In the event of printed tenders, an electronic mean (CD, USB or other) shall contain the above-mentioned information.

3.3.2. Contents of Economic Tender

- a) Form of Economic Tender (Form No. 03)
- b) Detailed economic tender, if applicable, in the form desired by the bidder.

3.4. Evaluation of Tenders

3.4.1. Technical Evaluation

During the evaluation process, **PUCP** shall verify the technical documentation handed-over. Only information submitted according to the forms handed-over together with the tender shall be taken into account.

A Technical Tender failing to meet the requested requirements shall be disqualified and; therefore, its corresponding economic tender shall not be assessed.

In the event that, from the review of the Technical Tender, form defects are inferred in the submitted documents, such as errors or omissions that may be corrected which do not amend the scope of the technical tender, the bidder shall be requested to change the tender, granting upon him a term two (2) business days at most to correct such an error or omission.

PUCP reserves the right to verify the economic and financial status of the bidder in risk centers, Chambers of Commerce, international lists and others. **PUCP** may reject the tender if the bidder is found to be in a financial status which fails to ensure **PUCP** the compliance with his obligations.

3.4.2. Economic Evaluation and Awarding of the Contract

The economic evaluation shall be purported to rate the economic tender of the bidders, the technical tender of which was found to be in agreement with and rated enough to proceed to the second stage. An evaluation shall be made for each item, independently.

PUCP shall advise of the result of the technical-economic evaluation to all bidders at the email stated in Form No. 01.¹

PUCP shall advise of the awarding to the winning bidders of each item through an email addressed to the email stated by each bidder in Form No. 01. Decision made by **PUCP** shall not be subject to review requests by the bidders.

4. Evaluation System

4.1. Technical Evaluation (TT)

4.1.1. Compliance with Reference Terms and Technical

¹ To advise of the result means to communicate the order of merit of the different bidders regarding each item of the bidding.

Specifications

During this stage, it shall be seen that the technical tender of the bidder meets the technical specification of Annex 1. If the above-mentioned technical specifications are not met, the tender shall be disqualified.

4.1.2. Factors of Technical Evaluation (100 points at most)

a) Factor Delivery Term

The highest score shall be awarded upon the lesser term for the tender. The other bidders shall receive a score inversely proportional to the tender term. According Form N ° 04

b) Factor Business Guarantee of the bidder and/or manufacturer (against manufacture defects and hidden faults)

10 points shall be awarded for each year of guarantee additional to the requested term under reference terms. According Form N ° 05

c) Factor Technical Improvements

The score shall be awarded according to technical improvement offered that the evaluation committee considers relevant to the selection process, including software licenses, technical training, etc. (maximum 4 improvements).

Summary

Consequently, maximum scores of technical evaluation factors for each item shall be as follow:

<i>Technical Evaluation Factors</i>	<i>Maximum score</i>
<i>Delivery Term Improvement</i>	<i>30</i>
<i>Business Guarantee Improvement</i>	<i>40</i>
<i>Technical Improvements</i>	<i>30</i>
<i>Total</i>	<i>100</i>

4.2. Economic Evaluation (ET)

The maximum score of the economic tender (PMPE) for each item shall be one hundred (100) points and it will be given to the tender which offers a lesser amount (cost) for such an item. Scores of other tenders for the same item shall be given inversely proportional to the tender amount, according to the following formula:

$$P_i = (O_m \times PMPE) / O_i$$

Where:

i = Tender

P_i = Economic tender score i

O_i = Economic tender amount i

O_m = Lesser economic tender amount

PMPE = Maximum score of economic tender

Score calculation shall be made with two decimals, rounding the second decimal to the immediate superior one if the third decimal is equal to or more than five (5).

4.3. Awarding of the good

Awarding shall be made independently for each item subject matter of this public bidding. However, more than one item may be awarded upon the same bidder.

For the awarding, all components of the tender shall be taken into account under the following terms:

Evaluation of technical tender of tendered goods shall meet, at least, those characteristics stated in the reference term or similar ones. On the other side, at the criteria of the selection committee, it might be disqualified. This evaluation shall not grant any score.

Evaluation of factors requested in 4.1.2. shall give a score to be considered as technical score.

Total score for awarding of the contract shall be obtained based on the technical and economic score.

Thus, the total score shall be obtained using the following formula:

$$PTP_i = 0.4 PT_i + 0.6 PE_i$$

Where:

PTP_i = Total score of the bidder i

PT_i = Score for technical evaluation of the bidder i

PE_i = Score for economic evaluation of the bidder i

For each item, a priority order from the top to the bottom of bidders submitting a tender in that item (order of merit) shall be prepared. The bidder obtaining the greater score shall be the first one.

5. Hiring

5.1. Procedure

- 5.1.1. **PUCP** shall issue a purchase order to the **winning bidder** of each item (**awarded party**) to procure goods and services. These terms and conditions and technical – economic tender of the bidder shall be considered Annexes to that purchase order.
- 5.1.2. The **winning bidder** is obliged to deliver goods and services detailed in the purchase order, on the date and under the conditions set forth therein.
- 5.1.3. For goods manufactured abroad, **PUCP** reserves the right to inspect the purchased goods, prior to the shipment, at the place of origin, so in that case it is indispensable to sign a certificate of compliance before shipment.
- 5.1.4. **PUCP's** decision to make this inspection prior to the shipment shall be announced to the **winning bidder** no less than fifteen (15) days in advance to the date scheduled for the shipment. Travel expenses giving rise to this inspection shall be borne by **PUCP**.
- 5.1.5. If the purchase includes training courses abroad, these shall be given preferably in Spanish or with a simultaneous interpreting into Spanish. Expenses involving that training, except for travel tickets and accommodations expenses of **PUCP** personnel to be trained, shall be borne by the **winning bidder**.
- 5.1.6. The issue of that delivery compliance certificate shall not release the **winning bidder** from his liability for

hidden defects found in the delivered goods.

5.2. Quality

- 5.2.1. Delivered goods shall meet the technical standards and/or specifications kept in our purchase order.
- 5.2.2. **PUCP** reserves the right to inspect the quality of goods delivered, components used and manufacture process. The supplier shall grant all facilities to conduct that inspection as per paragraph 5.1.3. **PUCP** may delegate that inspection to a third party of its choice.
- 5.2.3. Guarantee of quality and good operation of purchased goods shall be valid as from the day following the date of issue of the corresponding compliance certificate.

5.3. Prices

- 5.3.1. Prices established in the purchase order are fixed, unless any readjustment clause is expressly stated otherwise.
- 5.3.2. If any readjustment clause is kept on the purchase order, it shall govern only up to the delivery date set forth in this purchase order.
- 5.3.3. In any case, if for any reason or cause (except for force majeure events) goods are delivered after to the date stated in the purchase order, the price readjustment shall be counted only until that date and then it will remain fixed.
- 5.3.4. In this case, **PUCP** reserves the right to apply penalties and sanctions set Forth in paragraph 1.11 of these Terms and conditions.
- 5.3.5. Goods and services prices must include insurances, transportation costs, inspections, packaging costs and adjustments (if applicable until CIF/CIP).

5.4. Payment

- 5.4.1. **PUCP** shall make an advance payment referred to in paragraph 1.10.1 of these Terms and Conditions within the term and under the conditions set forth therein,

- provided the bidder has signed an acceptance of purchase order and **PUCP** has received guarantees and insurances established in that purchase order.
- 5.4.2. Advance payment and balance invoices must state the purpose of the purchase order and they shall be issued in accordance with applicable legal devices, unless the supplier is not domiciled in Peru, in which case an invoice shall meet the legal provisions of the country of origin. If these conditions are not met, the invoice shall be rejected.
 - 5.4.3. For payment of the purchase order balance, a compliance note for warehouse entry shall be enclosed with the invoice to be furnished by **PUCP** as stated in paragraph 5.1.6.
 - 5.4.4. If any discrepancy in the accounts submitted by the supplier and review thereof by **PUCP** exists, **PUCP** shall return the invoice to the **winning bidder**, informing him about the discrepancies found. Only when the supplier corrects the invoice, **PUCP** shall accept the submission thereof and it shall be subject to the formalities set forth in this paragraph.
 - 5.4.5. For suppliers domiciled outside, payment shall be made as per paragraph 1.11.2.

5.5 General Terms

- 5.5.1. The **winning bidder** shall deliver the goods under the conditions, characteristics, quantities and terms stated in the purchase order.
- 5.5.2. Force majeure events beyond your control (non-contractual acts of god and nature events) preventing the performance of obligations of the **winning bidder**, shall be communicated and duly accredited within a term of twenty-four (24) hours upon occurrence of the fact (unless for force majeure events preventing them). On the other side, **PUCP** shall be entitled not to release the **winning bidder** from penalties set forth in these Terms and Conditions. **PUCP** reserves the right to consider, based on the documentation submitted, whether this fact is a force majeure event or not.
- 5.5.3. Upon compliance with the date of delivery, and the additional term in which the application of penalties stated in paragraph 1.11 is 10% of the purchase order amount, **PUCP** shall be entitled to reverse the purchase order in any time, because the supplier fails to meet the delivery

terms and because of not agreeing with the quality, quantity and characteristics of goods and/or services set forth in these Terms and Conditions, with no liability of any kind towards **PUCP** and notwithstanding the filing of the corresponding claims for damages caused for said failure.

- 5.5.4. If after two (2) business days as from the issue of purchase order, no written answer is received from the **winning bidder**, it shall be considered as knowledge, acceptance and compliance of every and each of the conditions set forth therein.

6. Guarantees

6.1. Advance Payment Guarantee

The **winning bidder** shall hand over **PUCP** an advance payment guarantee letter issued by a first-order entity (with A rating, according to risk rating companies), supervised by the Peruvian Banking and Insurance Superintendency or by a first-order bank abroad with a Peruvian correspondent bank, for the advance payment amount. This guarantee letter must be unconditional, joint and several, irrevocable, without any benefit of excussion and automatic realization at the request of **PUCP**.

No joint guarantees may be accepted, i.e. shared responsibility guarantees.

The bidder shall deliver this **guarantee letter** together with an invoice for tender advanced payment formalities.

This guarantee letter shall be valid up to forty (40) calendar days as from the date scheduled for delivery of equipment and signature of the corresponding final compliance certificate.

Any other method of payment proposed by the bidder shall be subject to agreement between the parties.

6.2. Performance Guarantee

Prior to the issue of the purchase order, the **winning bidder** shall hand over a guarantee letter in order to ensure **PUCP** the compliance with delivery of goods and provision of services subject matter of this international public bidding contained in the corresponding purchase order, at any scope, in an amount equal to ten

per cent (10%) of the total purchase order amount.

This guarantee letter shall be valid up to forty (40) calendar days as from the date scheduled for delivery of equipment and signature of the corresponding final compliance certificate. It shall have the same characteristics of an advance payment guarantee letter.

6.3. Equipment Guarantee

The bidder shall include within the technical tender the scopes and terms for equipment guarantee subject matter of this international public bidding.

7. Reference Terms / Technical Specifications

7.1. Technical Specifications

Characteristics of goods and services to be procured through this international public bidding shall be specified in Annex 1.

7.2. General Conditions

7.2.1. The bidder must:

- State the name, general description of the good to be supplied, materials to be used, model type. Give necessary details in attached files.
- Include an explanation of conditions under which guarantees are offered for the product against manufacture and hidden defects, provision of spares and technical assistance during the estimated lifetime of goods, duly certified by the manufacturers.
- Hand over use and preventive maintenance manuals for each equipment.
- State all requirements for equipment installation and use, taking into account the voltage required for each equipment. Housing power voltage in Lima – Peru is 220V.

7.2.2. Besides, the following should be taken into account:

- Minimum guarantee term required is stated in Annex 1, stating the conditions under which these services shall be provided upon expiry of the initial guarantee term.

**ANNEX
1**

(Technical Specifications)

INTERNATIONAL PUBLIC BIDDING

CPI 004-2016 DAF-PUCP

Procurement of a 3D scanner for the project of Technological extensionism

Technical Specifications

Portable 3D scanner for fast digitalization of objects and components with variable and complex shape.

N°	Name of the good or service	
1	Generalities	
1.1	Portable 3D scanner for fast digitalization of objects and components with variable and complex shape.	
1.2	Function: The equipment should be able to scan objects and components by means of a set of lasers, in order to obtain coordinate data, which in turn produce a 3 dimensional digital model, with high precision.	
1.3	Usage in the project: The equipment will be used to provide extensionism services to the polymeric materials industry, particularly for the digitalization of objects and components to conduct: <ul style="list-style-type: none">- Quality control and inspection- Reverse engineering- Product development- Modeling and simulation	
2	Specific use - depending on the equipment or instrument	
2.1	High-precision digitalization for fast 3D modeling	
2.2	Reverse engineering and product improvement based on mesh transformation to CAD formats	
2.3	Product development, improvement and design	
2.4	Digitalization of objects and components for simulation	
2.5	Dimensional control of finished parts	
2.6	Dimensional control of wear on molds and matrices	
2.7	Metrology	
3	Software specifications	
3.1	Real-time processing software of obtained coordinate data to high resolution point cloud	
3.2	Software for 3D digitalization and direct conversion to CAD formats	
3.3	Software for dimensional inspection of 3D digitalized elements	
4	Technical Specifications	
4.1	MEASUREMENT SPEED	from 480 000 measurement/s
4.2	SCANNING AREA	270 x 250 mm

4.3	LIGHT SOURCE	7 laser crosses
4.5	RESOLUTION	0.050 mm
4.6	ACCURACY	Up to 0.030 mm
4.7	VOLUMETRIC ACCURACY	0.020 mm + 0.060 mm/m
4.8	DEPTH OF FIELD	between 245 mm and 280 mm
4.9	PARTS SIZE RANGE	0.1 – 4 m
4.1	OPERATING HUMIDITY RANGE	10-90%
4.11	OPERATING TEMPERATURE RANGE	5-40 °C
4.12	COMPATIBLE SOFTWARE	Inventor, SolidWorks, PolyWorks, Geomagic DesignX, CATIA V5
5	Warranty / Technical Service required	
5.1	At least one (01) year warranty on parts and equipment labor	
5.2	At least four (04) years of software updates and technical support	
6	Packaging, labeling and transport	
	-	
7	Installation / Commissioning / Training in use	
7.1	Training in the use of equipment and requested software	
8	Lead Time Team	
8.1	Delivery time: max. 45 days	
9	Calibration service	
9.1	At least two (02) system calibrations every two (02) years	
10	Availability of spare parts and components	
10.1	The manufacturer must have available the spare parts and accessories required for proper equipment operation during its lifetime	

**ANNEX
2**

(Forms)

FORM No. 01

BUSINESS INFORMATION SWORN STATEMENT

The undersigned, _____, legal agent of _____, identified by (National ID Card, _____ Alien's Registration Card or any document valid in the country of origin) No. _____, NIT N° _____, **does hereby declare under oath** that the following information about the company I represent is true:

General Information

Name or corporate name:	
Business name:	NIT:
Address:	
Telephone:	
Web:	

Contact Information:	
Contac person:	
Contact name:	Cell:
Email:	

In addition, we hereby acknowledge the Code of Ethics and Good Governance of PUCP (published in <http://www.pucp.edu.pe/la-universidad/documentos-institucionales/codigo-etica-buen-gobierno/>), committing to report acts of corruption and fraud that we have knowledge and civil and criminal consequences from participating in them.

Signature of the Legal Agent

Important Note:

- A. The foreign bidder can add information that proves their formation according to the rules of their home country.
- B. Peruvian companies with representation factory must show the current contract, clearly stating the scope of it, signed by the legal representative of his client.

**FORM No. 02
SWORN STATEMENT**

City, year, month and day

Pontificia Universidad Católica del Perú

We hereby address to you in order to state as follows:

- We are aware of, accept and subject ourselves to the Terms and Conditions, conditions and procedures of this international public bidding to which we are parties, since we have studied the documents pertaining to the bidding terms and conditions. Thus, we fully agree with the contents of those documents and adhere to the conditions thereof. Therefore, we acknowledge we will have no right to file any claim for saying we are unaware thereof during the awarding process and, subsequently, during the execution process if awarded with the contract.
- We accept that the construction of the Terms and Conditions and other documents to be issued by **PUCP** are **PUCP**'s responsibility.
- We are responsible for the veracity of documents and information submitted to you for the Selection Process.
- We undertake to keep the tender during the whole term for the awarding process and to accept the purchase order to be issued by **PUCP** if awarded with the contract.
- We are not impeached or disqualified for contracting with **PUCP** as stated in paragraph 1.7 of the Terms and Conditions.
- We hereby certify to be aware of the contents of the Code of Ethics and Good Governance of **PUCP** (published at <http://www.pucp.edu.pe/la-universidad/documentos-institucionales/codigo-etica-buen-gobierno/>) and undertake to denounce acts of corruption and fraud we become aware of and accept civil and criminal consequences if being involved therein.
- We are legally empowered to submit the tender and enter into the corresponding agreement, if selected.

Sincerely,

Signature and seal of the bidder's legal agent

Legal agent's name

Corporate name

**FORM No. 03
FORM OF ECONOMIC TENDER**

City, year, month and day

Pontificia Universidad Católica del Perú

Item	Quantity	Description	Unit value	Total value
1		DESCRIPTION, TRADEMARK, MODEL, SERIAL NUMBER OF GOODS		
Total Incoterm 2010:				

Delivery Information:

DELIVERY IN CALENDAR DAYS days
PACKED WEIGHT OF GOODSKg.
PACKED DIMENSIONS OF GOODS	...cm Xcm X.....cm.

Important note:

The cases of force majeure that prevent the fulfillment of the obligations shall be communicated within 24 hours; otherwise, PUCP may revoke the order without liability of any kind and without prejudice to bring legal actions. The supplier shall indemnify PUCP for damages arising from the violation of legal rules relating to the delivery of goods.

PAYMENT INFORMATION: (FOR INTERMEDIARY BANK, PLEASE INDICATE THE SAME INFORMATION)	
BANK NAME:	
BANK ADDRESS:	
ACCOUNT OF:	
ACCOUNT N°:	
SWIFT CODE:	
ABA ROUTING:	
IBAN CODE:	

Signature and seal of the bidder's legal agent
Legal agent's name

FORM No. 04
COMMITMENT TO PERFORM THE DELIVERY OF GOODS WITHIN THE
PROPOSED TERM

City, year, month and day

Pontificia Universidad Católica del Perú

We hereby address to you in order to undertake to perform the delivery of goods subject matter of the above-captioned International Public Bidding as per the term specified in our technical tender, as from the date _____ set forth in the purchase order, i.e. _____ calendar days.

Sincerely,

Signature and seal of the bidder's legal agent
Legal agent's name
Corporate name

**WARRANTY FORM No. 05
SWORN STATEMENT**

City, year, month and day

Pontificia Universidad Católica del Perú

Our company:

Offered year warranty for the equipment (make, model, serial number, etc.) by manufacturing defects, etc. This guarantee shall take effect from the day following the date of issuance of the Act of installation and commissioning.

If the warranty or maintenance is transferred to a local or regional representative, stating clearly the scope, period of validity, and other conditions of service document signed by the legal representative of the company.

Sincerely,

Signature and seal of the bidder's legal agent

Legal agent's name

Corporate name