



SPECIFICATIONS FOR THE ACQUISITION OF COMPONENTS OF THE PROPULSION LINES FOR THE ZEUS PROJECT

SECTION I INVITATION PROCUREMENT PROCESS THROUGH PUBLIC TENDER

PE-ASTEP-2024-101

Ecuadorian Naval Shipyards -ASTINAVE EP, by virtue of Administrative Resolution No. RE-ASTINAVE EP-GGE-DJU-046-2024, of December 2, 2024, which amends the Regulations for Contracting by Specific Line of Business of Ecuadorian Naval Shipyards -ASTINAVE EP., related to Contracting by Public Tender, and resolution of initiation of the process No. **GLO-CTR-246-2024**, international companies interested in participating in the "**ACQUISITION OF COMPONENTS OF THE PROPULSION LINES FOR THE ZEUS PROJECT**" are invited to present their technical and financial proposal in this process.

The conditions of the contest are:

- Purpose of the process:** The purpose of this tender is the **ACQUISITION OF COMPONENTS OF THE PROPULSION LINES FOR THE ZEUS PROJECT**
- Reference budget:** ASTINAVE EP has funds available to fulfill the purpose of the contract, having previously certified the funds in Budget Items No. 631006-11-110316, called INDUSTRIAL-PROJECTS, for an amount of **\$ 4,081,616.64 (FOUR MILLION EIGHTY-ONE THOUSAND SIX HUNDRED SIXTEEN AND 64/100 DOLLARS OF THE UNITED STATES OF AMERICA)**.
- Schedule of the procedure:** The schedule that will govern the procedure will be as follows:

Ecuador Time GMT-5

Concepto	Día	Hora
Date to make the announcement	December 20, 2024	20:00
Date and time limit for receiving questions	December 24, 2024	14:00
Date and time limit for clarifications and answers	December 26, 2024	16:00
Date and time limit for proposal delivery	January 09, 2025	16:00
Date of opening of the proposal	January 09, 2025	17:00
Estimated award date	January 13, 2025	17:00

In accordance with the provisions of resolution **RE-ASTINAVE EP-GGE-DJU-046-2024** in which the **Contracting Regulations by Specific Line of Business of ASTINAVE EP** are issued, it indicates in "Art. 60.- Validation of errors. - Action shall be taken in accordance with the provisions of Article 45 of these Regulations. Once the bids have been analyzed, if formal errors are presented, they may be validated by the bidders, at the request of the Technical Commission of -ASTINAVE EP-, within a period of 2 to 5 days, counted from the date of notification.





This term shall be set at the discretion of the Technical Commission in relation to the procurement procedure and the level of complexity and magnitude of the procurement required. The request for validation of errors shall be notified to all bidders through physical or electronic means, and for this purpose the Certificate of Validation of Errors shall be prepared." In view of the above, the Technical Commission, in relation to the procurement procedure and the level of complexity and magnitude of the procurement required, will determine whether it is necessary to carry out validations and will notify suppliers of the schedule for receiving the validation.

4. **Questions, answers and clarifications:** Invited bidders may ask the questions they deem necessary, or if they need clarification on a part of the documents, they will ask ASTINAVE EP, at the email address of the president of the technical commission gmatute@astinave.com.ec, the answer to their concern or query. ASTINAVE EP will answer questions or make any necessary clarifications to the invited recipient's email address.
5. **Changes to the schedule:** ASTINAVE EP may modify the schedule until the deadline set to make the clarifications and responses; The change will be notified by email to the invited suppliers..
6. **Validity of the offer:** The offer will be understood to be valid for up to 60 days or until the conclusion of the contract..
7. **Bid price:** The price of the proposal will be understood as the value that the bidder states in its technical and economic offer. The bid price must cover all the activities and costs necessary for the bidder to comply with the purpose of this process, to the full satisfaction of ASTINAVE EP. The price is fixed and unchanging. There will be no price adjustments and they are the sole responsibility of the bidder. It is understood that any omission is voluntary and intended to obtain prior ones that allow it to present a more advantageous offer.

The tender must be submitted in United States dollars. Payment will be made in the same currency.

The price that ASTINAVE EP will pay to the successful bidder is without bank discounts or transfer fees.

The price of the goods is in terms of INCOTERMS 2020 - CIF-Port of Guayaquil. The economic offer shall break down the unit price of each item, the value of the merchandise, and other expenses according to what is required in the technical specifications.
8. **Execution period:** The delivery time of the goods subject to the contract is 365 calendar days, counted from the day following the written notification by the contract administrator regarding the availability of the advance, in the bank account provided by the contractor.
9. **Conditions for importation:** For customs clearance, the supplier is obliged to send the import draft documents (invoice, packing list and other documents) via email, at least 5 days before shipment.

The supplier is obliged to deliver the original physical documentation so that ASTINAVE EP can carry out customs clearance without delay. Therefore, it will deliver said original documentation at least 5 DAYS prior to the arrival of the cargo in Ecuador.





ASTINAVE EP will be the only one in charge of authorizing the shipment to THE SUPPLIER. If there is no authorization for shipment and the material is still shipped, it could be re-sent to origin for not complying with the requirements of Ecuadorian customs and THE SUPPLIER will be responsible for assuming these expenses.

No merchandise in addition to what is mentioned in the Packing List of each package will be sent, unless the additional is notified to ASTINAVE EP and it in turn approves its shipment.

Any delay caused by the non-delivery of documentation for customs purposes will be the sole responsibility of the supplier.

10. Payment method: The following payment method and conditions are established:

ASTINAVE EP, will pay the contract for the "**ACQUISITION OF COMPONENTS OF THE PROPULSION LINES FOR THE ZEUS PROJECT**", according to the following:
(Refer to the TECHNICAL REPORT OF NECESSITY numeral 7.4)

11. How to submit the bid: The bid must be sent to the email address of the president of the technical commission gmatute@astinave.com.ec, until the date and time described in the process schedule.

The bidder must attach the following documents to its bid:

- Copy of the passport or identity card of the legal representative or their proxy
- Document that proves the existence and validity of the company (statutes or deed of incorporation or registration with the competent entity of the country of origin, etc.).

No account will be taken of the offer sent after the day and time set for its delivery-reception.

12. Single Bid Form: The bid will be made up of the following forms:

- 1.1 General Data of the Bidder;
- 1.2 Bank information for transfer;
- 1.3 Table of quantities and prices;
- 1.4 Component of the goods and services offered;
- 1.5 Bidder's Experience.
- 1.6 Letter of Confidentiality;
- 1.8 Technical Guarantee Form;
- 1.8 Letter of Declaration and Responsibility;

13. Evaluation of the offer (complies/does not comply): The qualification parameters proposed below are the minimum conditions that the offer must meet. The parameters will be evaluated using the "meets or does not meet" methodology. If the offer meets all the requirements, it will be valued according to its price.





TABLE OF VERIFICATION OF TECHNICAL AND ECONOMIC OFFER COMPLIANCE.

Rating Parameter	Compliant	Not compliant
Bid Integrity (Forms)		
Overall Experience		
Specific Experience		
Technical Specifications		
Reference Budget		
Other Minimum Requirements		

In the second phase, only bidders who have previously accredited a minimum required condition or capacity will move on to the "By Score" stage, whose methodology will serve to establish or define the proposal that offers the best technical and economic conditions or capabilities among the qualified bidders.

Rating Parameter	Rating (points)
Economic Offer	20
Overall Experience	20
Specific Experience	20
Delivery Time	20
Added Value / Additional Enhancements	20
Total:	100

Note: Refer to the Technical Report of Need numeral 8.3 Scoring parameter by score

14. Technical Guarantee: The awarded bidder, in compliance with the requirements and other general and specific conditions for the **"TECHNICAL REPORT OF NEED FOR THE ACQUISITION OF COMPONENTS OF THE PROPULSION LINES FOR THE ZEUS PROJECT"**, will ensure that all the requested goods comply with the specifications, chemical composition of the requested material and IACS certification, as described in the Technical Specifications.

The term of the technical guarantee will be 12 months for the elements of the first delivery and 18 calendar months for the elements of the second delivery, counted from the date of signature of the certificate of delivery and receipt. The technical warranty will validate that the goods are completely new from the factory, of optimal quality, that they are free of defects and manufacturing faults, and that they comply with the technical specifications, manufacturing standards and requirements demanded by ASTINAVE EP.

During the term of validity of the Technical Guarantee, if ASTINAVE EP requests the exchange of parts, or parts of the contracted good that have been considered defective, these will be replaced by new ones of the same quality and condition, at no additional cost to ASTINAVE EP within a maximum term of 90 days, counted from its notification.





15. Garantía Fiel Cumplimiento de contrato: *To ensure compliance with the contract and to respond to the obligations contracted in favor of third parties, related to the contract, the successful bidder, before or at the time of signing the contract, shall provide guarantees for an amount equivalent to five (5%) percent of the value of the contract. In works contracts, as well as in comprehensive fixed-price contracts, this guarantee will be constituted to guarantee the fulfilment of the contract and the obligations contracted in favour of third parties and to ensure the proper execution of the work and the good quality of the materials, thereby ensuring the repairs or changes of those parts of the work in which construction defects are discovered. poor quality or non-compliance with specifications, attributable to the supplier. In works contracts or in the contracting of non-standardized services, if the economic offer awarded is lower than the reference budget by a percentage equal to or greater than ten (10%) percent of it, the guarantee of faithful performance must be increased by an amount equivalent to twenty (20%) percent of the difference between the reference budget and the amount of the contract."*

16. Advance Guarantee: If, by the form of payment established in the contract, the Contracting Entity must grant advances of any nature, whether in money, demand drafts or other form of payment, the contractor in order to receive the advance must first provide guarantees for the same value of the advance, which will be reduced in the proportion that the advance is amortized or the works are provisionally received. goods or services. Letters of credit will not be considered an advance if their payment is conditional on the delivery-receipt of the goods or works subject to the contract. The amount of the advance payment shall be regulated by the Contracting Entity in consideration of the nature of the contract."

Contractors may render any of the guarantees established in Article 73 of the Law of the National Public Procurement System.

17. Cancellation and Declaration of Void Proceeding: ASTINAVE EP reserves the right to cancel or declare void the contracting procedure, in which case there will be no payment of any compensation.

18. Validation of formal errors: If formal errors occur, the bidders, within the term provided by the technical commission of the process once it notifies the bidder of the schedule, counted from the date of notification, may validate them at the request of the contracting entity, in accordance with the provisions of Article 60 of the Procurement Regulations by Specific Line of Business of ASTINAVE EP and in the regulations issued by the National Public Procurement Service for the effect.

En ningún caso será posible convalidar lo siguiente:

- The non-presentation of any of the numerals established in the form that makes up the specifications at the time of submitting the bid;
- The economic offer, except in the case of calculation or summation errors;
- Modifications to specifications, characteristics or conditions of the technical offer originally submitted, except for omissions in certification, typographical errors, foliation or summation.

To this end, the provisions of the Procurement Regulations by Specific Line of Business of ASTINAVE EP and the regulations issued by the National Public Procurement Service regarding the matter will be followed.

19. Award and Notification: On the basis of the evaluation report of the bid submitted, the General Manager will award the procurement procedure.





The award must be total, in accordance with institutional interests.

The notification of the award will be made by email.

20. Contract Administration: ASTINAVE EP will appoint a contract administrator, who will ensure the full and timely fulfillment of each and every one of the obligations derived from it. The administrator will be authorized to carry out the procedures inherent to its execution, including that which is related to the acceptance or not of the extension requests that the contractor may make.

21. Fines: For each day of delay in the delivery of the goods and/or failure to comply with contractual obligations, ASTINAVE EP will impose a fine equivalent to 1x1000, which will be calculated on the percentage of the obligations that are pending execution in accordance with the provisions of article 71 of the LOSNCP, in accordance with articles 292 and 293 of the General Regulations to the Organic Law of the National Public Procurement System, currently in force. Any fines incurred will be deducted from outstanding payments.

22. Procurement procedure: This procurement procedure shall be submitted under the provisions of the Organic Law of the National Public Procurement System, its General Regulations of application, and the provisions of CHAPTER IV: CONTRACTING BY PUBLIC TENDER of the Regulations on Contracting by Specific Line of Business of Ecuadorian Naval Shipyards - ASTINAVE EP.

Given and signed in the city of Guayaquil, on the 20th day of the month of December 2024.

Ing. Freddy Johnny Campoverde Gill
Delegate of the Highest Authority
ECUADORIAN NAVAL SHIPYARDS -ASTINAVE EP-





SECTION II TECHNICAL SPECIFICATIONS AND TERMS OF REFERENCE

DETAIL OF TECHNICAL SPECIFICATIONS OF THE GOOD TO BE CONTRACTED

Refer to the technical specifications established in the Technical Report of Foolishness in its numeral 6.1.

SECTION III

OBLIGATIONS OF THE PARTIES

2.1 Obligations of the Contractor:

1. The contractor undertakes to execute the contract derived from the procurement procedure processed, on the basis of the technical specifications or terms of reference prepared by ASTINAVE EP and which were known in the pre-contractual stage; and by virtue of this, it may not allege error, failure or any disagreement with them, as a cause to request an extension of the term, or complementary contracts. The extension of the term, or complementary contracts may be processed only if they are approved by the administration.
2. The contractor undertakes, during the execution of the contract, to provide the persons designated by ASTINAVE EP with all the information and documentation that they request in order to have full technical knowledge related to the execution of the contract, as well as any technical problems that may arise and the technologies, methods and tools used to solve them.





SECTION IV
TECHNICAL AND ECONOMIC OFFER FORMS

PE-ASTEP-2024-101

1.1 GENERAL INFORMATION OF THE BIDDER.

NAME OF THE BIDDER: (determine if it is a natural person, legal entity, consortium or association; in the latter case, the members of the consortium or association will be identified. The legal representative, attorney-in-fact or common attorney, if applicable, will be determined).

I declare that my general data are:

City:	
Main Street	
No:	
Street (intersection):	
Phones:	
Email:	
Name of the Legal Represent	
Citizenship Certificate or Passport: (of the legal representative	
R.U.C	

1.2 BANK INFORMATION FOR TRANSFER

Name of the Account / Beneficiary	
Complete address of the Beneficiary	
City and country of the Beneficiary	
Beneficiary Bank	
Account number or IBAN	
Swift Code or ABA of the Beneficiary Bank	
IBAN	
Intermediary bank	
Swift Code or ABA of the Intermediary Bank	

Nota: La información que acredita al Banco Intermediario es obligatoria. Todos los formularios deben ser realizados con hoja membretada de su empresa.

For proof of what is offered, I sign this form,

SIGNATURE OF THE OFFEROR, HIS LEGAL REPRESENTATIVE, ATTORNEY-IN-FACT OR COMMON ATTORNEY (as the case may be)

Name:

Charge:

Date:



TABLE OF QUANTITIES AND PRICES

The prices offered in the current contracting process are the following:

Description of the good or service	Unity	Quantity	Price Unitary	Total Price

TOTAL: (*detallar el total en letras*) dólares de los Estados Unidos de América.

In addition, I undertake to deliver the goods and services of this contract within the maximum period of: **XXXXX**

(Detail payment method)

(Detail the minimum offer duration to 60 days)

(Establish the term of the contract, which may not be longer than requested).

Note: The bidder may attach a quote and / or proforma with a different structure consigning the present information.

For proof of what is offered, I sign this form,

SIGNATURE OF THE OFFEROR, HIS LEGAL REPRESENTATIVE, ATTORNEY-IN-FACT OR COMMON ATTORNEY (as the case may be)

Name:

Charge:

Date:



1.4 COMPONENTS OF THE GOODS OR SERVICES OFFERED

The offeror must fill out a table of the components of the (goods or services), which must include each and every one of the items offered, which respond to the requirements of ASTINAVE EP, in a detailed manner.

Technical Specification - Terms of Reference Required	Technical Specification – Terms of Reference Offered	Observation (meets/ doesn't meet)

I undertake to comply with each and every one of the technical specifications that are detailed in numeral 6.1 of the Technical Report of Need.

For proof of what is offered, I sign this form,

SIGNATURE OF THE OFFEROR, HIS LEGAL REPRESENTATIVE, ATTORNEY-IN-FACT OR COMMON ATTORNEY (as the case may be)

Name:

Charge:

Date:



1.5. OFFERER EXPERIENCE

OVERALL EXPERIENCE

Contractor	Purpose of the contract (description of the goods or services)	Contract amount	Contract term	Execution dates		Observations
				Beginning	Ending	

SPECIFIC EXPERIENCE

Contractor	Purpose of the contract (description of the goods or services)	Contract amount	Contract term	Execution dates		Observations
				Beginning	Ending	

Note: The type of experience required must be specifically detailed. Establish the number of contracts, their amounts in relation to the reference budget and the minimum years to credit it.

The General and specific experience will be validated with the delivery of the following supporting documents:

- a. Contracts; or,*
- b. Purchase Orders; or*
- c. Invoice*

For proof of what is offered, I sign this form,

SIGNATURE OF THE OFFEROR, HIS LEGAL REPRESENTATIVE, ATTORNEY-IN-FACT OR COMMON ATTORNEY (as the case may be)

Name:

Charge:

Date:



1.6 CONFIDENTIALITY LETTER

Mr.

Ing. Freddy Johnny Campoverde Gill

Delegate of the Highest Authority

ECUADORIAN NAVAL SHIPYARDS ASTINAVE EP

I presented. -

The undersigned, in response to the call made by ASTILLEROS NAVALES ECUATORIANOS - ASTINAVE EP, for the "**ACQUISITION OF COMPONENTS OF THE PROPULSION LINES FOR THE ZEUS PROJECT**", declares that it is obliged to keep absolute confidentiality of the information entrusted to it and to which it may have access during the visits prior to the evaluation of the offer and if it is the successful bidder not to reveal even in writing, nor by word or by any other means or tangible or intangible support currently known or that makes possible the state of the art in the future, exchanged as a result of the contract and by virtue of the development and compliance in the event of being awarded

The offeror agrees to:

1. Use said information in a reserved manner.
2. Do not disclose or communicate the technical information provided by the other party.
3. Prevent the copying or disclosure of that information to third parties, except with the written approval of the other party, and only in terms of such approval.
4. Restrict access to information to its employees and subcontractors, to the extent that they may reasonably need it to fulfill their agreed tasks.
5. Not to use the information or fragments of it for purposes other than the execution of this contract.
6. The bidder will be responsible for the breach of this obligation, either by its employees or by subcontractors.

Failure to comply with what has been stated will result in ASTILLEROS NAVALES ECUATORIANOS - ASTINAVE EP exercising the corresponding civil and criminal legal actions and especially those determined in the Comprehensive Organic Criminal Code.

For proof of what is offered, I sign this form,

SIGNATURE OF THE OFFEROR, HIS LEGAL REPRESENTATIVE, ATTORNEY-IN-FACT OR COMMON ATTORNEY (as the case may be)

Name:

Charge:

Date:





1.7 TECHNICAL GUARANTEE

NAME OF THE BIDDER:

Mr.

Ing. Freddy Johnny Campoverde Gill

Delegate of the Highest Authority

ECUADORIAN NAVAL SHIPYARDS ASTINAVE EP

I presented. -

The undersigned, in response to the invitation made within process **No. PE-ASTEP-2024-101** corresponding to the **"ACQUISITION OF COMPONENTS OF THE PROPULSION LINES FOR THE ZEUS PROJECT"** process, renders in favor of Astilleros Navales Ecuatorianos -ASTINAVE EP-, this technical guarantee, under the following conditions:

The awarded bidder, in compliance with the requirements and other general and specific conditions for the **"TECHNICAL REPORT OF NEED FOR THE ACQUISITION OF COMPONENTS OF THE PROPULSION LINES FOR THE ZEUS PROJECT"**, will ensure that all the requested goods comply with the specifications, chemical composition of the requested material and IACS certification, as described in the Technical Specifications.

The term of the technical guarantee will be 12 months for the elements of the first delivery and 18 calendar months for the elements of the second delivery, counted from the date of signature of the certificate of delivery and receipt. The technical warranty will validate that the goods are completely new from the factory, of optimal quality, that they are free of defects and manufacturing faults, and that they comply with the technical specifications, manufacturing standards and requirements demanded by ASTINAVE EP.

During the term of validity of the Technical Guarantee, if ASTINAVE EP requests the exchange of parts, or parts of the contracted good that have been considered defective, these will be replaced by new ones of the same quality and condition, at no additional cost to ASTINAVE EP within a maximum term of 90 days, counted from its notification.

For proof of what is offered, I sign this form,

SIGNATURE OF THE OFFEROR, HIS LEGAL REPRESENTATIVE, ATTORNEY-IN-FACT OR COMMON ATTORNEY (as the case may be)

Name:

Charge:

Date:





1.8 CARTA DE DECLARACIÓN Y RESPONSABILIDAD

Mr.

Ing. Freddy Johnny Campoverde Gill

Delegate of the Highest Authority

ECUADORIAN NAVAL SHIPYARDS ASTINAVE EP

I presented. -

The undersigned (for my own rights, if he is a natural person) / (as legal representative or representative of if it is a legal entity), (in its capacity as common attorney of..., if it is an association or consortium), in response to the call (or invitation as appropriate) made by ASTILLEROS NAVALES ECUATORIANOS - ASTINAVE EP, for the "**ACQUISITION OF COMPONENTS OF THE PROPULSION LINES FOR THE ZEUS PROJECT**", under oath I inform that I have full knowledge of the disqualifications established in articles 62, 63 and 64 of the Organic Law of the National Public Procurement System; and, the provisions of Articles 250, 251, 252 and 253 of its General Implementing Regulations, as well as the prohibitions contemplated in Article 34 numeral 7 of the Organic Law of Public Enterprises.

Consequently, I declare that (not me, if it is a natural person) / (the majority shareholder is not if it is a legal person), (the majority shareholders of each of the participants are not ..., if it is an association or consortium made up of legal persons),), (the participants are not ..., if it is an association or consortium made up of natural persons) meeting (a)(an) incurring any of the disqualifications or prohibitions indicated in the preceding paragraph to enter into contracts with the State, In a special way, I endorse that there are no links up to the fourth degree of consanguinity and second degree of affinity with the active personnel of ASTILLEROS NAVALES ECUATORIANOS - ASTINAVE EP.

At the same time, it accepts that in the event of a violation of this statement, it assumes responsibility for the disqualification of its bid or the unilateral termination of the contract or national or foreign purchase order, as appropriate, enabling ASTINAVE EP to exercise the legal actions that assist it.

For proof of what is offered, I sign this form,

SIGNATURE OF THE OFFEROR, HIS LEGAL REPRESENTATIVE, ATTORNEY-IN-FACT OR COMMON ATTORNEY (as the case may be)

Name:

Charge:

Date:

Nota: Everything shaded green, once read, should be erased.

Everything shaded yellow, must be modified by the user.

The offer and the validation of errors will be submitted by email to the gmatute@astinave.com.ec address, on your company's letterhead following the





MINISTERIO
DE DEFENSA
NACIONAL



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format of the forms; in addition, you must attach the supports or annexes that prove the information detailed in the forms and all the information that you consider relevant in order to comply with the conditions established in the terms of reference.

