



CANAL DE PANAMÁ

CCO-19-001 AMENDMENT N°2

CONCESSION OF CANAL DE PANAMÁ STORES AND A NON-EXCLUSIVE LICENSE TO USE SOME TRADEMARKS IN THE STORES

a. Invitation for Bids, third paragraph, page N°2, is amended to read as follows:

“The Stores included in this bid are the following:

Item	Store	Visitor Center	Location	Stores areas deliver date	Operation Start date	Sales area m ²	Stock room area m ²	Total area m ²
N° 1	Store 1 - CVM	Centro de Visitantes de Miraflores	Miraflores Locks - Pacific Side (Ground floor)	Not later than 45 days after “Effective day” of the contract	Not later than 45 days after store areas deliver date	42.3	None	42.3
N° 2	Store 2 - COA	Centro de Visitantes de Agua Clara	Agua Clara Locks – Atlantic Side	Not later than 45 days after “Effective day” of the contract	Not later than 45 days after store areas deliver date	60.0	6.0	66.0
Item	Description							
N° 3	A non-exclusive license to use several registered trademarks property of the ACP in products to be sold in the stores							

Tenderers must bid on all items listed above.”

b. Invitation for Bids, last paragraph, page N°2, is amended to read as follows:

“As soon as this Contract is awarded, the successful Tenderer becomes a VENDOR of the ACP. Within fifteen (15) days after the Contract award, the VENDOR shall submit the ACP a detailed schedule stating the different tasks to be developed as requested in this Contract, and the delivery dates for each task in order to: (i) have the merchandise required, and (ii) each store’s design, shelves, personnel, and equipment needed to initiate operations simultaneously in all concession areas, not later than 45 days after stores areas deliver date.”

c. Invitation for Bids, third block, page N°10, is amended to read as follows:

“PROPOSAL PACKAGE DELIVERY

Proposal packages should be delivered at first floor, Building N° 710, Panama Canal Authority, Balboa, Monday to Friday, from 08:00 to 15:00, no later than February 15, 2019. Proposal package should be delivered at the designated location prior to the bid opening date and time. Tenderers should assume full responsibility for timely delivery of its bid at the location designated.”

d. Invitation for Bids, PART I – PRICE on page N°13, is amended to read as follows:

PART I - PRICE, Bid N° CCO-19-001

The Panama Canal Authority (ACP) has determined the following prices for the concession (Lease and Licensing) under this contract. **(Please refer to Section 7. Compensation)**

LEASE FEES:

Miraflores Visitor Center - \$45.00 per square meter, US\$1,903.50 monthly fee - CVM

Agua Clara Visitor Center - \$12.00 per square meter, US\$ 792.00 monthly fee - COA

NOTE: an annual increment of 5% will be apply on lease fee amounts, during term of contract.

ROYALTY FEE:

Annual Royalty fee US\$8,000 per year

PRICE BID:

A base price of **12%** of gross revenues from sales has been established for this concession. Tenderers are advised that amount to be offered should be equal or greater than this base variable price established by ACP.

Tender shall submit their Bid Price using the following format:

TENDERER NAME: _____

PRICE BID	
VARIABLE PRICE (%) ON GROSS REVENUES - PANAMA CANAL STORES	
BASE VARIABLE PRICE	12%
PROPOSED VARIABLE PRICE	<input type="text"/>

e. Invitation for Bids, second paragraph of point (o) Vendor, page N°16, is amended to read as follows:

“Terms Defined Elsewhere in this Contract. For purposes of this Contract, the following terms have the meanings set forth in the pages indicated:

ACP Indemnified Parties	36
ACP's Indemnity	37
ACP Signage	20
Books and Records.....	27
Remodeling / Improvements	20
CECAP	46
Claims.....	36
Combined Gross Revenues	27
Products on Consignment.....	22
Cure Period.....	31
Force Majeure Condition	48
Information	48
Material Breach.....	31
Merchandise Inventory.....	15
Official Product Line Guidelines	22
VENDOR Indemnified Parties	37
Remaining ACP Products	32
Sales Statement.....	27
Term	31
Termination Date	32”

f. Invitation for Bids, point (4.1) Outfitting, page N°20, is amended to read as follows:

“4.1 Outfitting.

- (a) From the Effective Date, the Tenderer becomes a VENDOR of the ACP. Within fifteen (15) calendar days from the date of award, the VENDOR should submit ACP a detailed schedule stating the different tasks included in this Contract, and the delivery dates for each task in order to: (i) have the merchandise required; and (ii) have the design for each store, shelves, personnel and equipment needed to initiate operations in all areas under concession simultaneously, not later than 45 days after the effective date, stores areas are delivered to VENDOR.”

g. Invitation for Bids, point (4.3) “Capital Improvement”, on page N°21, is amended to read as follows:

“4.3 Remodeling / Improvements. The VENDOR shall execute two (2) remodeling / improvements during the contract period: one during the basic period and the second one during the Contract extension period, if applicable. ACP may require the VENDOR to make certain improvements and upgrades with respect to the Stores, including: (a) the acquisition of new equipment, fixtures, furnishings, signs, or supplies; and (b) replacement of obsolete, unsightly, dysfunctional or worn-out equipment, fixtures, furnishings, signs, or supplies (“Remodeling /Improvements”). The VENDOR agrees to make such remodeling / improvements as ACP may specify. Notwithstanding the foregoing, the VENDOR shall be required to remodel the Stores minimally in the extension term of this Contract in strict accordance with the provisions of this Section 4 (Store Outfitting). The VENDOR agrees not to make any modifications to any required remodeling / improvements without ACP's prior written approval.

VENDOR is required also to maintain and make improvements, repairs or replacements in the stores, when equipment, fixtures, furnishings, signs, systems, or supplies show evident signs of deterioration, obsolescence, or fail frequently to operate properly or if they fail to comply with new ordinances, laws or regulations.”

h. Invitation for Bids, point (4.4) Ownership, on page N°21, is amended to read as follows:

“4.4 Ownership. During the Term, the VENDOR shall retain ownership of all equipment, fixtures, furnishings, signs, merchandise and supplies used to outfit, stock, maintain and operate the Stores, and all risk of loss thereto shall be borne solely by VENDOR, except to the extent that such loss is caused solely by ACP's gross negligence or willful misconduct. Upon expiration or termination of this Contract, the VENDOR shall remove all of its inventory, equipment, fixtures, furnishings, signs, and supplies from the Stores, in accordance with Section 10 (Term and Termination of Concession). If the VENDOR fails to remove any of the foregoing from the Stores, ACP may, at its discretion, either remove and dispose of any or all of the same at VENDOR's expense or retain the same, in which case, all right, title, and interest therein shall pass to and vest in ACP. Permanent remodeling / Improvements left after contract termination date will be taken by ACP as an asset.”

i. Invitation for Bids, point (6.1) Store Operation, on page N°23, is amended to read as follows:

“The VENDOR shall be responsible for having the inventory required under this Contract and each Store’s design, shelves, personnel and equipment needed to initiate operations simultaneously not later than 45 days after the date physical areas are delivered to VENDOR.”

j. Invitation for Bids, point (6.5) Health and Sanitation, on page N°25, is amended to read as follows:

“6.5 Health and Sanitation. The VENDOR must comply with all provisions of a sanitary nature provided by any Panamanian sanitary authorities (including Decree No. 382, dated August 24, 1964, and any updates thereto), as well as any security, health and environmental standards required by ACP. The VENDOR is responsible for the collection and removal of all garbage and waste produced in connection with the operation, outfitting or maintaining of the Stores, including any remodeling / improvements made thereto, and shall coordinate such collection and removal with ACP. Any garbage and waste materials must be disposed of in closed opaque plastic bags that are at least 10 millimeters thick and placed in designated trash containers located in the area outside of each of the visiting centers, where they will be removed by the Metropolitan Waste Collection vehicles.”