

IQUIQUE, 05 de julio del 2012.

DECRETO EXENTO N° 0791.-

Con esta fecha, el Rector de la Universidad Arturo Prat, ha expedido el siguiente Decreto:

VISTOS Y CONSIDERANDO:

a.- La Ley N° 18.368, de 30/11/1984, que creó la Universidad Arturo Prat; el D.F.L. N° 1 del Ministerio de Educación de 28/05/1985 que establece el Estatuto de la Universidad Arturo Prat; Decreto N° 470 del 27.12.2011, la Ley N° 19.886, del año 2003 de Bases sobre Contratos Administrativos de Suministros y Prestación de Servicios; el Decreto N° 250, que contiene el Reglamento de la Ley N° 19.886, de 2004; el artículo 3° de la Ley N° 18.575 de 1986, Orgánica Constitucional de Bases Generales de la Administración del Estado; la Resolución N° 1600 de 2008, de la Contraloría General de la República, Decreto N° 57 del 05.03.2012.

b.- El Decreto Exento N° 0187 de fecha 06.03.2012, que declaró desierta la licitación pública ID 2013-5-LE12 “Acoustic Doppler Current Profiles (ADCP), modelo workhorse centila 600 KHZ – Universidad Arturo Prat”.

c.- Lo dispuesto en el Art. 62, N° 6, del Reglamento de la Ley No.19.886, sobre Contratos Administrativos de Suministro y Prestación de Servicios.

d.- Lo dispuesto en el Art. 10, N° 7, letra k) del Reglamento de la Ley N° 19.886, sobre Contratos Administrativos de Suministro y Prestaciones de Servicios.

e.- La carta s/n del Jefe del Proyecto de fecha 27.06.2012, que solicita la emisión del presente instrumento.

DECRETO:

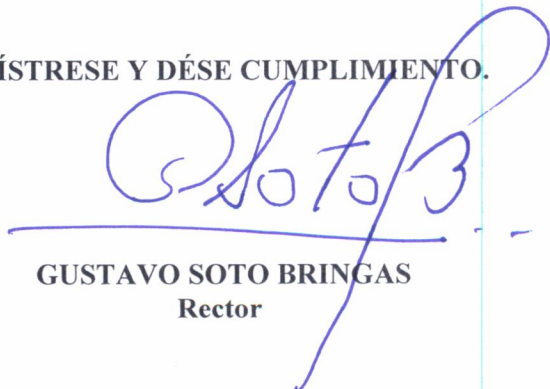
1.- Autorízase la contratación, mediante Trato Directo con **TELEDYNE RD INSTRUMENTS**, para la adquisición del equipo que se detalla, por un valor total de US\$ 27.605.- (veintisiete mil seiscientos cinco dólares), aproximado, ya que podría producirse variación del valor flete, gastos de desaduanamiento Santiago y Zona Franca Iquique), de acuerdo los términos contenidos en el presupuesto adjunto consistente en 11 fojas, debidamente autenticadas con la firma y timbre del Secretario General.

2.- El gasto de este contrato, deberá imputarse al Código de Gestión IQUF03FND – 020202030014.

COMUNÍQUESE, REGÍSTRESE Y DÉSE CUMPLIMIENTO.



SERGIO ETCHEVERRY GUTIÉRREZ
Secretario General



GUSTAVO SOTO BRINGAS
Rector

DISTRIBUCIÓN

Según envío vía e-mail a base de datos Decretos-2012.-

GSB/SEG /fcc.

CURSADO
CONTRALORIA INTERN
UNIVERSIDAD ARTURO PRA

09 JUL 2012

Raquel Onetto



Universidad
ARTURO PRAT
del Estado de Chile

UNAP/ADQ N° 49 /2012.

IQUIQUE, Julio 4 de 2012.

MEMORANDUM

A : Sr. Sergio Etcheverry G.
Secretario General

DE : Myriam Ortiz C.
Jefe de Adquisiciones

REF. : Oficio de Jefe Proyecto Arrecifes Artificiales Pisagua.

Con respecto a petición en oficio fechado 27 de junio se 2012 solicitando decreto para autorizar compra en el extranjero, informo a Ud.:

1. Que, con fecha 6 de marzo se emitió Decreto Exento N° 187 declarando desierto proceso licitatorio publicado con ID 2013-5 – LE12
2. Que, dicho equipo no se encuentra en Convenio Marco.
3. Que, como dicha compra finalmente esta cotizada y gestionada a través de importación, se debe emitir decreto autorizando trato directo fundamentado en el Art. 62 numeral 6 de la Ley de Compras Públicas y Reglamento Ley N° 19.886.-

Sin otro particular saluda atentamente a Ud.


MYRIAM ORTIZ CEÑE
Jefe
Unidad de Adquisiciones

c.c.: archivo

Casa Central
Av. Arturo Prat 2120
Fonos: (56)(57) 394207 – 394357
Fax: (56)(57) 394475
IQUIQUE

Sede Arica
Av. Santa Maria 2998
Fonos: (56)(58) 247009
Fax: (56)(58) 247193
ARICA

Sede Antofagasta
Latorre 2901
Fonos: (56)(55) 453200
Fax: (56)(55) 453227
ANTOFAGASTA

Sede Calama
Esmeralda S/n Villa Chica
Fonos: (56)(55) 453315
Fax: (56)(05) 453290
CALAMA

Sede Santiago
Bandera 620
Fonos: (56)(02) 3832400
Fax: (56)(02) 3832400
SANTIAGO

Sede Victoria
Av. Bernardo O'Higgins S/n
Fonos: (56)(45) 842714
Fax: (56)(02) 843207
VICTORIA



05-07-12

4-04-2012
Recepción

RECIBIDO UNIDAD JURÍDICA
 Fecha: 27 JUN 2012
 N° Registro: 238

RECIBIDO SECRETARÍA GENERAL
 Fecha: 27 JUN 2012
 IQUIQUE; 27 de Junio de 2012

Señor
 Sergio Etcheverry G.
 Secretario General
Presente

PROYECTO FIC
 "ARMAS ARTIFICIALES"
 "RISAGJA"

De mi consideración:

Mediante la presente, solicito a usted decreto donde se autorice la compra en el extranjero, vía zona franca de:

Identificación de Equipo:

- a) Un ADCP (Correntómetro Perfilador Acústico), modelo WorkHorse Sentinel 600 kHz. El equipo incluye: sensor de temperatura incluido, 256 MB memory, fuente de poder AC; cable de alimentación, software, manual y guía de usuario, caja de transporte y bolso de herramientas
- b) Dos baterías alcalinas para ADCP Workhorse Sentinel 600
- c) Firmware/Software para medición de oleaje direccional, incluye un sensor de presión (100m) y 1GB memory card
- d) WH Standard Bottom Tracking Mode, Reduced Accuracy +/- 1.15%
- e) Flete/ Seguro aeropuerto Santiago

Datos del Proveedor y Fabricante

- a) Nombre: Teledyne RD Instruments
- b) Dirección 14020 Stowe Drive, Poway, CA, USA
- c) Documento Factura Proforma N° 2469
- d) Fecha de cotización: 21 de Junio 2012



CAUSA) DEF. NO N° 7 LETNA K) ⇒ ENVIAR A UNIDAD DE ADQUISICIONES PARA COMPRAR (cd. Personal)

e) Fecha expiración de la cotización: 23 de Julio 2012

Otros Antecedentes:

- a) Valor de la compra de equipo U\$\$ 27.605 aproximado (Variación podría producirse del valor flete, gastos de desaduanamiento Santiago y Zona Franca Iquique)
- b) Monto autorizado en el proyecto \$ 15.000.000
- c) Código de gestión IQUF03 FND-020202030014
- d) Motivo de la compra: instrumento fundamental para la medición de las corrientes marinas necesario para la instalación óptima de los arrecifes artificiales.

Sin otro particular, saluda atentamente,


CARLOS MERINO PINOCHET
Jefe Proyecto Arrecifes Artificiales Pisagua



TELEDYNE
RD INSTRUMENTS
 Everywhereyoulook™



Proforma Invoice

To: UNIVERSIDAD ARTURO PRAT
 AVDA ARTURO PRAT 2120
 IQUIQUE, Chile

Attention: Jose Luis Blanco

Supplier: Teledyne RD Instruments
 14020 Stowe Drive, Poway, CA, USA
 Tel: (858) 842- 2600
 Fax: (858) 842-2822

Invoice: PRO
Date: 6/21/2012
Quote Number: 00002469
Expiration Date: 7/23/2012
Country of Origin: USA

All materials manufactured by Teledyne RD Instruments, Poway, CA, USA

Port of Shipment: San Diego, CA

Shipment:
 Approximate gross weight: 80 lbs 2 box(es)

Catalog No.	Description	Qty	Price
WHS600	WH Sentinel 600 kHz SC ADCP, 256MB Memory	1	\$21,650.00
WHWDS-100	Waves Monitor and Waves View Software/ Firmware with 100m Pressure Sensor and 1GB memory card (NOT for Horizontal, Express ADCPs). New system order only (see Refit for existing systems). Alternative Pressure Sensor ratings available at no extra charge (see WHPRES-XXX list).	1	\$3,650.00
WHABP	WH alkaline battery pack (factory degaussed) - For WH1200, 600, 300 & NEMO-SA	2	\$270.00
WHBTK-RA	WH Standard Bottom Tracking Mode 50, Reduced Accuracy +/- 1.15%	1	\$1,200.00
Estimated Shipping Charges	Estimated Delivery Cost Poway CA , to Santiago Airport, Chile	1	\$835.00
Total Order			\$27,605.00

Delivery: 35 Days ARO

14020 Stowe Drive, Poway, California 92064 USA
 TEL: +1-858-842-2600 • FAX: +1-858-842-2822

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TERMS & CONDITIONS:

1. DEFINITIONS

“Seller” means Teledyne RD Instruments, Inc., a business unit of Teledyne Technologies Incorporated. “Buyer” means the legal entity purchasing Goods from Seller. “Goods” means the products offered by Seller and/or purchased by Buyer. “Offer” means any quote, proposal, or offer to sell Goods provided by Seller to Buyer. “Order” means any purchase order or similar instrument issued by Buyer to Seller to purchase Goods. Seller and Buyer are sometimes referred to herein individually as a “Party” and collectively as the “Parties”.

2. ACCEPTANCE

The terms and conditions included in this “Terms and Conditions of Sale” document (hereinafter, this “Agreement”) apply to all Offers made by Seller to Buyer and all Buyer’s Orders accepted by Seller. Acceptance of Buyer’s Orders, and any changes or amendments thereto, is expressly conditioned upon Buyer’s assent to these terms and conditions. Unless specifically agreed to in writing by a duly authorized representative of Seller, Seller objects to, and is not bound by, any terms or conditions that differ from or add to the terms and conditions specified herein. Seller’s failure to object to any terms and conditions or any other provisions contained in any communication from Buyer, including, but not limited to, Buyer’s Orders, does not waive any of the terms and conditions specified herein. Seller’s acceptance of any resulting Order or Buyer’s receipt of Goods, whichever occurs first, will conclusively evidence Buyer’s unconditional acceptance of these terms and conditions. A minimum Order amount of \$100.00 USD applies.

3. PRICES

Unless stated otherwise in writing by Seller, all prices are stated in U.S. Dollars and the prices offered are valid for a period of thirty (30) days from the date of Seller’s Offer. The prices offered apply only to the specific quantities, specifications, and delivery schedules set forth in Seller’s Offer. Any variation in quantity, specifications, or delivery schedules may necessitate a price and/or delivery schedule adjustment. Unless stated otherwise, all prices for domestic deliveries are F.O.B. Seller’s place of shipment, as defined in the Uniform Commercial Code (UCC), and all prices for international deliveries are Ex-Works, as defined by INCOTERMS 2000.

4. CREDIT APPROVAL AND PAYMENT

Standard payment terms for domestic Orders are net thirty (30) days from date of Seller’s invoice, subject to credit approval of Buyer by Seller. Payment terms for international orders may be cash in advance by wire transfer or an irrevocable letter of credit confirmed with Seller’s bank. Credit terms, shipments, and performance of work are at all times subject to the approval of Seller’s Credit Department. Each shipment is a separate and independent transaction and payment must be made by Buyer accordingly.

If, prior to shipment of Buyer’s Order, Buyer fails to fulfill the terms of payment of any prior invoice submitted by Seller or, if in the opinion of Seller, Buyer’s financial condition becomes impaired or unsatisfactory, Seller reserves the right to change, without notice, the terms of payment and/or delay or discontinue further shipments, without prejudice to any other available legal remedies, until past due obligations have been paid and Seller has received acceptable assurance regarding Buyer’s prompt payment of future obligations. All amounts due to Seller but not paid by Buyer on the due date bear interest payable by Buyer to Seller in U.S. Dollars at a rate that is equal to the lesser of (i) one and one-half percent (1.5%) per month, or (ii) the maximum interest rate permitted under applicable law. Interest accrues on the balance of unpaid amounts as of the date on which portions of those amounts become due until the date payment is received by Seller. Buyer will also be liable to Seller for any expenses incidental to collection of past due amounts, including reasonable attorney’s fees and court costs. In the event of Buyer’s bankruptcy or insolvency, Seller is entitled to terminate any Order then outstanding and to receive reimbursement for termination costs and expenses as provided under Article 13, Termination for Default.

5. TAXES

The amount of any present or future sales, use, excise, import duty, or other tax applicable to the manufacture, sale, or lease of Goods will be added to the invoice and must be paid by Buyer, unless the Buyer provides Seller with a tax exemption certificate acceptable to the applicable taxing authority.

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6. SHIPPING TERMS AND RISK OF LOSS

All domestic shipments by Seller are F.O.B. Seller's place of shipment, as defined in the Uniform Commercial Code. All international shipments by Seller are Ex-Works, as defined by INCOTERMS 2000. Risk of loss for Goods will transfer to Buyer upon Seller presenting Goods to carrier. If Seller prepays shipping, insurance, or other related costs, Buyer agrees to reimburse Seller promptly for the actual costs incurred by Seller.

7. TOOLING

Unless otherwise provided by special written agreement signed by Seller and Buyer, all tooling, fixtures, equipment, tools, software, and designs produced, acquired, or used by Seller for the purposes of filling Buyer's Order remain the property of the Seller.

8. PACKING AND PACKAGING

Seller's prices for Goods include Seller's standard commercial packing and packaging. Any non-standard or special packing or packaging requirements requested by Buyer will be provided by Seller at additional cost to Buyer.

9. INSPECTION AND TESTS

All Goods manufactured by Seller are subject to Seller's standard inspection processes and, if applicable, acceptance testing at Seller's facility. Any additional requirements, including, without limitation, Buyer's source inspection or additional testing, are at Buyer's sole expense. If Seller and Buyer agree that Buyer is to inspect or provide for inspection at the place of manufacture, such inspection may not interfere unreasonably with Seller's operations and the Buyer's approval or rejection of Goods based on such source inspection and/or testing must be made prior to shipment of the Goods.

10. EXPORT COMPLIANCE; FOREIGN CORRUPT PRACTICES ACT

For any resale, export, or re-export of the Goods, Buyer must comply with all applicable export regulations, export licensing requirements, and the United States Foreign Corrupt Practices Act (FCPA), 15 U.S.C. §§ 78dd1 through 78dd3, as amended.

11. DELIVERY SCHEDULES AND FORCE MAJEURE

Shipping dates are approximate and require prompt receipt of all necessary Buyer-furnished information and material if applicable.

Seller is not liable for any damages, re-procurement costs, or penalties related to late deliveries. Without limiting the generality of the foregoing, Seller is not liable for delays due to force majeure, including, but not limited to, weather conditions, acts of God, acts of civil or military authorities, fires, strikes, job actions, floods, earthquakes, epidemics, quarantine restriction, war, terrorism, riot, supplier or vendor delays, or any other causes beyond the reasonable control of Seller. In the event of such delay, Seller will promptly notify Buyer and the date(s) of delivery will be deferred for a period commensurate with the time lost due to the delay. If the excusable delay under force majeure continues for more than ninety (90) days, Seller and Buyer will each have the option of terminating the affected Order(s) under Article 12, Termination for Convenience. If Seller's production is curtailed for any of the above reasons so that Seller is unable to deliver the full quantity of Goods scheduled for delivery to Buyer, Seller may allocate deliveries of available Goods among its various customers then under order for similar Goods. The allocation will be made in a commercially fair and reasonable manner. When such allocation has been made, Buyer will be notified of the estimated quota made available.

12. TERMINATION FOR CONVENIENCE

Buyer may request to terminate Buyer's Order for convenience in whole or in part and Seller agrees to cooperate with Buyer in attempting to make such arrangements conditioned on Buyer paying Seller for all deliveries made and for all work in process, including all applicable direct and indirect costs, settlements with suppliers, and related administrative, accounting, and legal costs, plus a normal profit. To the extent possible, Seller will use reasonable commercial efforts to divert materials and work in process from Buyer's Order to other customers' orders in order to minimize Buyer's termination costs.

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13. TERMINATION FOR DEFAULT

Either Party may terminate the Order if the other Party breaches a material provision of this Agreement or of the Order. In the event that a Party (the "Defaulting Party") is in breach of a material provision of this Agreement or the Order, the other Party (the "Non-Defaulting Party") will submit a written cure notice to the Defaulting Party advising of such breach. The Defaulting Party will have fifteen (15) days to cure the breach. If the Defaulting Party does not cure the breach within the fifteen (15) day period, the Non-Defaulting Party may terminate the Order.

14. CHANGES ORDERS AND AMENDMENTS

All change order requests must be submitted by the Buyer to the Seller in writing and will not be effective unless and until Seller consents in writing to the change(s). Seller will advise Buyer in writing of the price and/or delivery schedule impact, if any, of the change request. Seller's acceptance of changes will be subject to Buyer's agreement to any price and/or delivery schedule adjustments.

15. LIMITED WARRANTY

Seller warrants that the Goods manufactured by Seller will be free from defects in material and workmanship for a period of twelve (12) months from the date of original shipment, except for components and consumables that have shorter third party manufacturer's warranty periods. Components and consumables manufactured by third parties will bear the warranty of their manufacturer.

The specific warranty for a given product is the one in effect on the date of shipment. In the event that Buyer identifies any defects in material or workmanship, Buyer will promptly notify Seller of the defective Goods and the specific nature of the defect in accordance with Article 16, Return Authorizations.

Seller, at its sole discretion, will either repair or replace any such Goods found by Seller to be defective. Seller's warranty does not apply to any Goods that have been subjected to improper installation, misuse, alteration, repair, neglect, accident, inundation, fire, or the like.

THESE EXPRESS WARRANTIES, INCLUDING REMEDIES, ARE EXCLUSIVE AND ARE IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IS INTENDED OR GIVEN. IN THE CASE OF GOODS OTHER THAN THOSE OF SELLER'S OWN MANUFACTURE, SELLER MAKES NO WARRANTIES, EXPRESS, STATUTORY, OR IMPLIED.

16. RETURN AUTHORIZATIONS

Buyer will promptly notify Seller of any nonconformance(s) in the Goods and afford Seller a reasonable opportunity to inspect the Goods. No Goods may be returned without Seller's prior authorization, as evidenced by a return authorization. Once a return authorization number is obtained, Buyer will return defective Goods transportation and insurance prepaid in accordance with instructions issued by Seller. Failure to follow Seller's return procedures may result in lost Goods, delays, additional service, restocking charges, warranty denial, or refusal of a shipment. The return authorization number must appear on the shipping label along with all paperwork associated with the return. Seller has the right to reject Goods returned without the correct return authorization number clearly marked on the outside of the shipping container. Granting a return authorization number does not necessarily mean that a credit will be approved or that the evaluation or repair will take place without a fee.

17. INDEMNIFICATION

Each Party (the "Indemnifying Party") will hold harmless and indemnify the other Party (the "Indemnitee") against all claims, judgments, costs, and fees, including attorney fees, relating to infringement of U.S. patents, designs, copyrights, or trademarks to the extent that the infringing Goods are manufactured, sold, or used in whole or in part to the Indemnifying Party's specifications, designs, drawings, or other technical data.

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To the extent that one Party's employees or agents enter on the property owned or controlled by the other Party, the first Party will indemnify and hold harmless the other Party, its officers, directors, and employees for any property damage or bodily injury or death caused by the first Party's employees or agents.

18. LIMITATION OF LIABILITY

NOTWITHSTANDING ANY OTHER PROVISIONS OF THIS AGREEMENT, UNDER NO CIRCUMSTANCES IS EITHER PARTY LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL, INDIRECT, MULTIPLE, ADMINISTRATIVE, OR PUNITIVE DAMAGES, OR ANY DAMAGE OF AN INDIRECT OR CONSEQUENTIAL NATURE ARISING OUT OF OR RELATED TO ITS PERFORMANCE UNDER THIS AGREEMENT, WHETHER BASED UPON BREACH OF THIS AGREEMENT, WARRANTY, OR NEGLIGENCE AND WHETHER GROUNDED IN TORT, CONTRACT, CIVIL LAW, OR OTHER THEORIES OF LIABILITY, INCLUDING STRICT LIABILITY, EVEN IF ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES. SELLER'S TOTAL LIABILITY INCLUDING, BUT NOT LIMITED TO, LIABILITY FOR INDEMNITY, DEFENSE, AND HOLD HARMLESS OBLIGATIONS IS LIMITED TO NO MORE THAN THE AMOUNT PAID TO SELLER UNDER BUYER'S ORDER AND BUYER AGREES TO INDEMNIFY SELLER FOR ANY EXCESS AMOUNTS. TO THE EXTENT THAT THIS LIMITATION OF LIABILITY CONFLICTS WITH ANY OTHER PROVISION(S) OF THIS AGREEMENT, SUCH PROVISION(S) WILL BE REGARDED AS AMENDED TO WHATEVER EXTENT REQUIRED TO MAKE SUCH PROVISION(S) CONSISTENT WITH THIS PROVISION.

19. ARBITRATION AND LAW

Disputes that arise under this Agreement or Buyer's Order that cannot be settled amicably by the Parties will be settled by arbitration in San Diego, California, United States of America under the prevailing rules of the commercial conciliation and arbitration rules of the American Arbitration Association. Judgment upon the arbitration award or decision may be entered in any court of competent jurisdiction. Arbitration awards and decisions are subject to Article 18, Limitation of Liability.

The laws of the State of California, excluding its conflicts of laws provisions and excluding the United Nations Convention on the International Sale of Goods ("CISG"), govern the interpretation and enforcement of this Agreement and Buyer's Order.

20. ASSIGNMENT

Buyer may not assign or transfer this Agreement or any Order, in whole or in part, without the prior written approval of Seller.

21. ETHICS AND VALUES

Seller is committed to uncompromising ethical standards, strict adherence to law, and customer satisfaction. Buyer is encouraged to communicate any concerns or questions regarding the ethics and value to the Teledyne Corporate Ethics Help Line, "Take the Right Action", at 1-877-666-6968.


22. UNENFORCEABLE PROVISIONS

In the event that one or more provisions of this Agreement document is held to be unenforceable, the remaining provisions apply in full and the invalid or unenforceable provision will be replaced by a provision that lawfully enforces the Parties' intention underlying the invalid or unenforceable provision.

23. SURVIVAL

The following Articles will survive the termination or expiration of this Agreement or any Order: 1: Definitions; 4: Credit Approval and Payment; 5: Taxes; 6: Shipping Terms and Risk of Loss; 7: Tooling; 9: Inspection and Tests; 10: Export Compliance; Foreign Corrupt Practices Act; 11: Delivery Schedules and Force Majeure; 12: Termination for Convenience; 13: Termination for Default; 15: Limited Warranty; 17: Indemnification; 18: Limitation of Liability; 19: Arbitration and Law; 20: Assignment; 22: Unenforceable Provisions; and 23: Survival.

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24. WHOLE AGREEMENT; AMENDMENT

This document is the entire understanding between the Parties, and it supersedes all previous or additional agreements, arrangements, and drafts. This document may be amended or modified only by written agreement of duly authorized representatives of both Parties.

Export Note:	“These commodities, technology or software were exported from the United States in accordance with the Export Administration Regulations. Diversion contrary to U.S. Law prohibited. United States law prohibits disposition of these commodities to any end-user for any end-use related to the design, development, production, stockpiling, or use of chemical, biological or nuclear weapons or missiles, without the prior approval of the United States Government”.
Anti-boycott Clause:	Under U.S. law, Teledyne RD Instruments may not comply with any General Terms and Conditions, which may violate or be inconsistent with U.S. Anti-boycott laws. Any purchase orders received from your company must have the anti-boycott clauses deleted from your General Terms & Conditions and deleted from any other documents that are a part of your purchase orders. Confirmation of deletions of anti-boycott clauses by your company should be in writing.

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Bank Information and Payment Instructions

Quotations direct from Teledyne RD Instruments Poway are US domestic prices. The prices indicated herein are the current market prices for export to any country.

Equipment manufactured by Teledyne RD Instruments is manufactured to order.

1. Terms are prepayment in full, or irrevocable Letter of Credit – Airway Bill, Commercial Invoice and copies of the shipping documents. For Letter of Credit information, see last pages of this Proforma. For wire transfer, Teledyne RD Instruments bank information is:

Teledyne RD Instruments
Bank of America
1655 Grant Street
Concord, CA 94550-2445
Acct #1233704352
Swift : BOFAUS3N

2. All orders are shipped F.O.B. Teledyne RD Instruments, Poway, California. Your order will be shipped freight and insurance charges COLLECT, unless you specify and pay for freight and insurance in advance.
3. Quotation is firm fixed price, valid for 90 days.
4. Delivery can be made 90 days ARO, subject to parts being available at time of order.
5. System documentation includes a complete operations manual describing operation (collecting and viewing data), maintenance, test procedures, troubleshooting, etc. The documentation does not include schematics of the hardware or source code listings of the software.
6. Canceling an order: Following a grace period of 2 weeks ARO, canceling an order will incur a restocking fee of 1%** per week ARO. Thus beginning in the third week ARO, a restocking fee of 3% will be charged and increased by 1% for each additional week ARO. **The fee pertains to the total charge of the purchase order.
7. Software capabilities include
 - planning and consequences
 - deployment and initialization
 - data recovery and memory erase
 - data playback and listing

Note: Verbiage below are merely suggestions. It is the customer's sole decision to use it or not. Further, it should not be construed as a promise or agreement to handle a transaction. Accordingly Bank of America is to be held harmless against all liabilities incurred in connection with the use of this language.

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GUIDELINES FOR REQUESTING LETTERS OF CREDIT

TO: (NAME OF BUYER)

Please arrange through your bankers to provide us with an irrevocable commercial letter of credit with the following terms and conditions:

ISSUANCE: Please ensure that the letter of credit is received by us 3 weeks before our agreed upon shipment date.

BENEFICIARY: Teledyne RD Instruments
14020 Stowe Drive
Poway, CA 92064

CONFIRMATION

BY A U.S. BANK: Not Required

The letter of credit must be confirmed by a major U.S. bank, preferably Bank of America, and not a U.S. branch or agency of the issuing bank.

Note: Confirmation fees are most often paid by the beneficiary.

LATEST SHIPMENT DATE:

PRESENTATION OF

DOCUMENTS: Date should be three (3) weeks after ship date

LETTER OF CREDIT Date should be thirty (30) days after Presentation of Documents
EXPIRATION DATE:

CURRENCY/AMOUNT:

SHIPPING TERM: CIF (COST, INSURANCE, AND FREIGHT) COLLECT
 CFR (COST AND FREIGHT) COLLECT

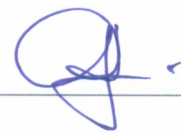
PAYMENT TERM: SIGHT LETTER OF CREDIT

DOCUMENTS Packing List
REQUIRED: Commercial Invoice

INSURANCE

COVERED BY: Buyer
 Seller (in which case an insurance certificate/policy is required).

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COVERING SHIPMENT OF: (A simple, brief description of merchandise is preferable) as
per Purchase Order Number/Contract _____.

SHIPMENT FROM: Poway, CA (FOB)

SHIPMENT TO: (Airport)

PARTIAL SHIPMENT: Permitted
 Prohibited

TRANSSHIPMENT: Permitted
 Prohibited

CHARGES: All banking charges in the USA are for account of:
 Buyer
 Seller

All banking charges outside the USA are for account of:
 Buyer
 Seller

NOTE: Payment of these charges is negotiable between the buyer and seller.

REIMBURSEMENT

INSTRUCTIONS: Please communicate the following reimbursement requirement to the letter
of credit issuing bank:

"Reimbursement should preferably be on your bank's account at Bank of America or, if not possible, at a
bank located in the State of California and authority must be given to Bank of America to claim
reimbursement by cable."

PLEASE NOTE CAREFULLY:

If you are unable to meet any of these terms and conditions, please contact us as soon as
possible and **PRIOR** to having the credit issued. Any deviations from the above terms and
conditions without our agreement may result in additional bank charges, and a delay in the
shipment until the credit can be amended.

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TEL: +1-858-842-2600 • FAX: +1-858-842-2822
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IQUIQUE, 6 de marzo del 2012.

DECRETO EXENTO N° 0187.-

Con esta fecha, el Rector de la Universidad Arturo Prat, ha expedido el siguiente Decreto:

VISTOS Y CONSIDERANDO:

a.- La Ley N° 18.368, de 30/11/1984, que creó la Universidad Arturo Prat; el D.F.L. N° 1 del Ministerio de Educación de 28/05/1985 que establece el Estatuto de la Universidad Arturo Prat; la Ley N° 19.886, del año 2003 de Bases sobre contratos administrativos de suministros y prestación de servicios; el Decreto N° 250, que contiene el Reglamento de la Ley N° 19.886, de 2004; el artículo 3° de la Ley N° 18.575 de 1986, Orgánica Constitucional de Bases Generales de la Administración del Estado; la Resolución N° 520 de 1996, de la Contraloría General de la República, Decreto Supremo N° 470 del Ministerio de Educación de fecha 27.12.2011, Decreto Exento N° 200 del 31.08.2005 y Decreto N° 36 del 04.03.2008, Decreto N° 28 del 20.02.2008.-

b.- El Memorando N° 15 de la Jefe de la Unidad de Adquisiciones de fecha 05.03.2012, que solicita la emisión del presente instrumento.

DECRETO:

1.- Declárase desierto el Proceso de Licitación Pública "Acoustic Doppler Current Profiler (ADCP), modelo workhorse centila 600 KHZ – Universidad Arturo Prat", ID 2013 – 5 – LE12", debido a que la oferta no es conveniente a los intereses de la institución, ya que la única propuesta supera el presupuesto disponible para dicha compra.

COMUNIQUESE, REGÍSTRESE Y DESE CUMPLIMIENTO.


ARIEL SMITH MARIN
Secretario General

DISTRIBUCION:

Según envío vía email a base de datos Decretos-2012.-

GSB/ASM/cpg.


GUSTAVO SOTO BRINGAS
Rector

CURSADO
CONTRALORIA INTERN
UNIVERSIDAD ARTURO PRAT

09 MAR 2012

