

***COMISION NACIONAL
DE ACTIVIDADES
ESPACIALES***

**DIRECT CONTRACT
(Exclusivity) 13/2018**

**Air transport service to the launch base for the
SAOCOM 1A Satellite.**

Receipt of Bid: February 20th 2018, 11 AM

**SUPPLY UNIT
751, Paseo Colon Ave. 3rd floor - Capital Federal
Ph: 54-11-4331-0074 ext. 5725
(polivera@conae.gov.ar)**



Comisión Nacional de Actividades Espaciales

Direct Contract (Exclusivity) N° 13/2018

Receipt of Bid:

Up to: February 20th 2018, 11 AM

This Provisions and Conditions Form is composed of:

1. PARTICULAR PROVISIONS AND CONDITIONS FORM (includes the Technical Specifications of the line to be quoted)Page 3
2. ANNEX I – QUOTATION FORM..... Page 11
3. ANNEX II - SWORN INTEREST STATEMENT ESTABLISHED IN ARTICLE 1 OF DECREE 202/2017. (See resolution 11-E / 2017) Page 12
4. ANNEX III. STATEMENT OF WORK. AIR TRANSPORTATION FOR SAOCOM SATELLITE. SAO-FLS-SW-00008-A..... Page 17



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PARTICULAR PROVISIONS AND CONDITIONS FORM

Name of Contracting Agency	Comisión Nacional de Actividades Espaciales (CONAE), independent agency acting within the scope of the MINISTRY OF SCIENCE, TECHNOLOGY AND PRODUCTIVE INNOVATION
President of the Directory of CONAE	Dr. Lino Barañao
Vice President of the Directory of CONAE	Lic. Agustín Campero
Executive and Technical Director of CONAE	Dr. Conrado Varotto

SELECTING PROCEDURE

Type: DIRECT CONTRACT BY EXCLUSIVITY	Nº 13	Fiscal year: 2018
Class: NO CLASS		
Method: NO METHOD		
File Nº: 41/18		
Commercial category: Professional and Commercial Services		
Contract subject: Air transport service to the launch base for the SAOCOM 1A Satellite.		

SUBMISSION OF BID

Venue/Address	Opening Time and Date
<i>Unidad de Abastecimiento</i> CONAE 751, Paseo Colon Ave. 3rd Floor, C.A.B.A. Ph: 011 4331-0074 u_abaste@conae.gov.ar	The bid shall be sent by email or regular mail up to February 20 th 2018, 11 AM. In case of sending the bid by regular mail, the envelope must be identified with the information about the selecting procedure and the name of the bidder.



TECHNICAL SPECIFICATIONS

Line	QTY	Unit of measurement	Description
1	1	Service	Air transport from San Carlos de Bariloche, Rio Negro, Argentina to Vandenberg Air Force Base, California, United States, for SAOCOM 1A satellite. According to the Technical Annex SAO-FLS-SW-00008-A.
Additional requirements: - CONAE will not accept variant offers			

SPECIAL BIDDING TERMS AND CONDITIONS

GLOSSARY

CONAE: NATIONAL AGENCY FOR SPATIAL ACTIVITIES. Contracting Agency.

BIDDER: It is the natural or legal person offering the bid in this procurement.

AWARDEE: It is the natural or legal person awardee of the procurement, through administrative act by competent authority.

COCONTRACTING PARTY: It is the natural or legal person that has been notified about the purchase order.

SUPPLY UNIT: It is the CONAE's Supply Unit. Operative Unit of Procurements of said Commission.

SECTION 1- ABOUT THE BIDDER

1.1. The bidder shall be entitled to trade the goods to be procured, according to the laws in-force of the country where he is residing.

1.2. The bidder shall comply with the pre-registration in the STATE SUPPLIERS INFORMATION SYSTEM (SIPRO) managed by the National Contracting Office of the SECRETARIAT OF ADMINISTRATIVE MODERNISATION under the MINISTRY OF MODERNISATION by means of the procedure approved by Provision 64- E/2016.

1.3. In case that the bidder is a foreign supplier, shall submit a true copy of the application form at the tax entity of the country of origin or equivalent proof.

SECTION 2- ABOUT THE QUESTIONS

2.1. All questions concerning this contracting procedure shall be made in writing to the Contracting Entity, by means of a written letter at the Reception Desk in 751, Paseo Colón Ave, Buenos Aires City between 10 am and 4 pm, or by email sent to the official address of the Contracting Entity (u_abaste@conae.gov.ar)

2.2. Questions can be asked up to THREE (3) days before the fixed date for the receipt of the bid as minimum.



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2.3. Telephone consulting shall not be accepted, and those made after deadline shall not be answered.

2.4. CONAE shall be able to elaborate clarifying communications to the Special Bidding Terms and Conditions, ex officio or as a reply to questions, up to TWO (2) days before the fixed date for the receipt of the bid as minimum, as per the established in the section 50 of the Decree Law N° 1030/16.

SECTION 3 - CONTENTS OF THE BID

3.1. The bid shall be composed of a clear technical description of the goods and/or services offered which shall meet the requisites set forth in section 13 of the General Bidding Terms and Conditions.

If the bidder does not submit the quote in Spanish, CONAE will translate it into Spanish and this new document shall be considered as the official translation of the quote.

In the event of any differences or disputes concerning the terms and conditions of this Tender or related to the interpretation or the execution of the signed contract, the Spanish version translated by CONAE shall prevail.

3.2. The foreign bidder shall submit the power of attorney of the bid signer, the bylaws of the company and the articles of incorporation duly certified by Notary Public and authorized by the Argentinean Consulate in the country of origin or the corresponding proceeding as per the in force international treaties; among them, the Hague Convention of 1961 about the removal of the requisite about legalization of foreign public documents. The documentation mentioned in this clause shall be demanded only upon the first submission of the bidder on a tender or procurement process initiated by CONAE. Subsequently, it shall only be necessary to attach the corresponding modifications or updates, if any.

3.3. Certifications and Legalizations: Every photocopied document shall be certified by Notary Public and where the demanded documentation has been submitted as a simple photocopy, this Commission shall be able to request the original documents for further collation.

SECTION 4 - TERM OF BID VALIDITY

4.1. Bidder shall maintain the bid, as a minimum, for the term of SIXTY (60) running days as of the date of bid submittal.

4.2. The term of bid validity shall be extended automatically for a period equal to the initial term and so on, with the exception that the bidder expressly states his intention of not renewing the term of the validity with at least TEN (10) running days in advance on the expiration date of each term. In this case, it shall be without execution of the bid bond.

4.3. If the offeror manifests his will not to keep his offer without complying with the deadlines committed in the proposal, it will be equivalent to exclude him from the procedure, executing the guarantee of maintenance of the offer, and notifying the non-compliance to the NATIONAL OFFICE OF CONTRACTS.



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SECTION 5 - ALTERNATIVE BID

5.1. Apart from the base bids, the bidder shall be able to submit alternative bids.

Decree N° 1030/2016. ARTICLE 56.- "...An alternative bid is that which fulfilling all technical specifications of the foreseen benefits in the tender form and particular conditions, provides different technical solutions thus there may exist different prices for the same product or service..."

5.2. CONAE shall be able to choose any of the two or more submitted bids, since every one of them competes with the ones submitted by the other bidders.

SECTION 6 - VARIANT BID

6.1. Apart from the base bid, the bidder shall be able to submit variant bids only where these bidding terms and conditions expressly accept those in the technical specifications.

Decree N° 1030/2016. ARTICLE 57.- "...A variable bid is that which modifying technical specifications of the foreseen benefits in the tender form and particular conditions, provides a solution with an improvement which could not be possible if it had to be strictly fulfilled..."

6.2. The jurisdiction or contracting entity shall only compare the base bid of the different bidders and shall only consider the variant bid of the bidder holding the most convenient base bid.

SECTION 7 - SAMPLES

Where the submission of samples is required in the technical specifications, the term to accompany those shall be the date and hour fixed for the reception of the bid.

SECTION 8 - QUOTE

The financial bid shall be submitted within the QUOTATION FORM (ANNEX I) that is part of these bidding terms and conditions.

It shall include a real unit price, in numbers, with reference to the measurement unit established in this section.

8.1. The quotes for foreign products, nationalized by the bidder, shall be made in PESOS or AMERICAN DOLLARS. The value added tax (VAT) shall be included and must detail the percentage of the tax rate applied.

8.2. The quotes for the products to be imported and which shall be nationalized by the contracting entity, shall be made in the currency of the country of the product, under FOB, EXW or CIF (INCOTERMS UPC-600 of the CCI), indistinctly. For CIF offers, the FOB value, the freight and insurance shall be broken down, in order to be compared with the offers made under FOB condition. For EXW offers, CONAE shall request its freight forwarder a quotation, in order to enable said comparison.

Bidders acting as authorized representatives in the country or the distributors of goods to be imported, shall make such condition clear in their bid and what is set forth in clause 15.2 of this bidding terms and conditions shall apply.

THE QUOTED PRICE SHALL BE THE FINAL PRICE THAT THE AGENCY SHOULD PAY IN ALL RESPECTS.



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SECTION 9 – OFFER VALIDITY WARRANTY

9.1. The offeror must submit together with his offer a guarantee of maintenance of an offer equivalent to FIVE PERCENT (5%) of the total value of the offer, constituted in one of the forms established in Article 39 of the General Terms and Conditions. In case of being quoted with discounts, alternatives or variants, the guarantee will be calculated on the highest amount proposed.

9.2. It will not be necessary to present a guarantee of maintenance of the offer, in the cases expressly mentioned in article 40 of the General Terms and Conditions.

SECTION 10 - PLACE OF DELIVERY OF GOODS

10.1- The transportation service will have the following flight itinerary:

- Departure point: “Teniente Luis Candelaria” International Airport of Bariloche (BCR Code), Location: San Carlos de Bariloche, Province of Río Negro, Argentina.
- Customs: Los Angeles International Airport (LAX Code), Location: Los Angeles, California, United States.
- Final Destination: Vandenberg Air Force Base (VAFB Code), Location: California, United States.

SECTION 11 - DEADLINE FOR DELIVERY OF SERVICE

11.1- The term of the contract will be from the date of the Purchase Order issuance up to 45 days after the launch date of the SAOCOM 1A satellite.

11.2. According to the provisions of article 102, section c), paragraph 1 of the regulations approved by Decree Number 1030/16, the bidder arising as awardee and not fulfilling with stated delivery terms in the bid would be subject to fine of ZERO POINT ZERO FIVE PERCENT (0.05%) of the value that has been met out of term for each working day of delay.

ARTICLE 12° - TERM OF GOODS AND/OR SERVICES FINAL ACCEPTANCE

12.1. For technical or logistics reasons, CONAE could accept the reception of goods in a term of no more than THIRTY (30) calendar days starting from the first working day following the delivery of service.

12.2. If it is necessary, CONAE will carry out inspections, so as to verify if the specifications agree with those in the contract. The inspections and tests specified in the Technical Specifications, and the place where will they be carried out, will be required by CONAE.

12.3. The inspections and tests could be carried out in the Supplier facilities, where the delivery takes place and/or in the final destination of the Goods and/or Services, in agreement to the Technical Specifications. When they were carried out in the Supplier locations, all the reasonable assistance will be offered free of charge to the representatives of CONAE, even for the plans and data about production.

ARTICLE 13 - INVOICING

13.1. Invoices should be sent once the acceptance of final reception of the goods and/or services subject of the agreement.



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Acceptance of final reception will be given within a Thirty (30) days term starting from the reception of goods or services subject of the agreement, pursuant to article 44 of the Tender Form and General Conditions.

13.2. They should be submitted at Av. Paseo Colón 751, Reception desk, Autonomous City of Buenos Aires, from 10 am to 4 pm. Electronic invoices could be sent at the following e-mail address: mesadeentradas@conae.gov.ar.

13.3. Suppliers should detail in their invoices: Purchase Order Number, line, item and any other necessary information for the correct identification and individualization of such expenditure.

13.4. Since CONAE is a withholding agent both of the Value Added Tax and of the Income Tax, if awarding companies are excluded from such withholding they should also submit the invoice documents confirming that situation, or on the contrary CONAE will duly perform corresponding withholdings for those concepts.

ARTICLE 14 - PAYMENT FORM AND CURRENCY

14.1. If awarding falls on a nationalized bid stated in Foreign Currency, payment to the awardee will be performed in Argentine Pesos and through wire transfer within 45 consecutive days from invoice reception (previous agreement of final acceptance), according to National General Treasury rules and the selling exchange rate of BANK OF THE ARGENTINE NATION in force at the moment of the corresponding bank accreditation.

BANK ACCOUNT INFORMATION. For the purposes of receiving the payment for the delivered goods and services given they should inform their bank account number in national currency, current or savings account, which should be opened in one of the banks joint to the system, authorized to work as paying agent, named below:

1. BANK OF GALICIA AND BS. AS. Inc.
2. BANK OF ARGENTINE NATION
3. BANK OF BS. AS. PROVINCE
4. BBVA FRANCES BANK Inc.
5. BANK OF BS. AS. CITY
6. PATAGONIA BANK Inc.
7. SAN JUAN BANK Inc.
8. SANTANDER RIO BANK Inc.
9. HSBC ARGENTINA BANK Inc.
10. CREDICOOP LIMITED COOPERATIVE BANK
11. MACRO BANK Inc.
12. CHACO NEW BANK Inc.
13. SANTA FE NEW BANK Inc.
14. SUPERVIELLE BANK Inc.
15. HIPOTECARIO BANK Inc.
16. CITI BANK N.A.
17. SECURITIES BANK Inc.
18. TIERRA DEL FUEGO PROVINCE BANK
19. TUCUMÁN BANK Inc.



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20. ENTRE RÍOS NEW BANK Inc.
21. CHUBUT BANK Inc.
22. NEUQUÉN PROVINCE BANK Inc.
23. ITAÚ ARGENTINA BANK Inc.
24. INDUSTRIAL AND COMMERCIAL BANK OF CHINA (ICBC)
25. FORMOSA BANK Inc.
26. CÓRDOBA BANK Inc.

Since Treasury payments are performed through wire transfer informed by the supplier, this requirement should be fulfilled to receive payments as a creditor.

Beneficiary registration. Within the term fixed for that purpose, following forms duly completed should be submitted:

- ANNEX I to Joint Resolution account N° 12/06 of the NATIONAL GENERAL ACCOUNTING AND 5/06 of NATIONAL GENERAL TREASURY – PAYMENTS BENEFICIARIES. REGISTRATION/ MODIFICATION / REACTIVATION APPLICATION – Should be completed and accompanied by Beneficiary CIF record.
- ANNEX to Joint Resolution account N° 37/08 of NATIONAL GENERAL ACCOUNTING and 8/2008 of the NATIONAL GENERAL TREASURY – AUTHORIZATION OF NATIONAL TREASURY TO PERFORM PAYMENTS IN BANK ACCOUNT - Which should be completed and certified by the authority of the bank where the account is situated.

14.2. For the offers of products to be imported as indicated in section 8.2 of this tender, payment will be performed under some of the foreign circulating documents (irrevocable letter of credit or wire transfer). Payment currency will be the same expressed in the bid. Letter of credit mentioned in the previous item will be confirmed by some of the Argentine National Bank branches abroad or by some of the banks having commercial relations with that entity.

14.3. CONAE could evaluate other payment proposal offered by the offerors but it is not obliged to accept it.

ARTICLE 15 - ANTI CORRUPTION CLAUSE

Giving or offering money or any donation will be decisive cause of rejection, without further proceedings of the proposal or bid, in any phase of the proceeding or of the full rights contract cancellation so as to:

- a). Public officers and employees with competence referred to a tender or contract perform or stop doing something related to their functions.
- b). Or so that they take advantage of the influence of their position before other public officer or employee with the described competence, so that they perform or stop doing something related to their functions.
- c). Any person that takes advantage of his relation or influence under some public officer or employee with the described competence, so that they perform or stop doing something related to their functions.

Those who have committed such acts in direct or indirect interest of the contractor, whether as administrator representatives, partners, chief executives, managers, agents,



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employees, contract workers, business consultants, trustees or any other natural or legal person will be considered perpetrators of this conduct.

These unlawful conducts will have consequences even when they have been executed as an attempt.

ARTICLE 16 - NON DISCLOSURE CLAUSE

Interested and possible offerors will use technical information included by CONAE in this Tender Form and Particular Conditions and that they eventually have access at the moment of contract execution, to submit their quotation and fulfilling with respective contract obligations, exclusively, and could not be used – such information – with purposes different to those foreseen in the request.

Simply by accessing to technical contents of the request by different formal means legally predisposed, the pure and simple recognition that Argentine Republic National Commission for Space Activities (CONAE) is the exclusive owner of all the applicable and derivative rights of the technical information mentioned is implied.

ARTICLE 17 - COMPETENT JURISDICTION

Eventual divergences deriving from this contract will be submitted to Federal Court for Administrative Law Disputes located at Autonomous City of Buenos Aires, waiving to any other jurisdiction that could correspond to them.



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ANNEX I: QUOTATION FORM

Contract type:

Proceeding number:

Objective:

Offeror Name and Surname or Corporate Name:

Description	Unit Price	Total Price
R 1:		
Total amount		\$

Tax ID Number	
Lead Time	
Delivery Place/Terms	
Payment method	
Bid validity period	
Tasks/ goods warranty	
True copy of the registration form at the tax entity of the country of origin or equivalent certification	
Pre-registration in the STATE SUPPLIERS INFORMATION SYSTEM (SIPRO)	
Authorized Signer	

SIGNATURE AND PRINTED NAME
(Attorney with sufficient legal capacity)



ANNEX II

AFFIDAVIT OF INTERESTS - DECREE NO. 202/2017

Type of deponent: Physical person

Names	
Lastnames	
TIN	

Relationships to declare

Does the declaring physical person have any relationship with the officials mentioned in articles 1 and 2 of Decree no. 202/17?

(Tick with an X as appropriate)

YES	NO
In case of having relationships with more than one official, or more than one partner or stockholder, please repeat the information below requested for each relationship to declare.	The non-declaration of any relationships implies explicit declaration as to the nonexistence of such relationships, under Decree no. 202/17.

Relationship

With which of the following officials?

(Tick with an X as appropriate)

President	
Vicepresident	
Chief of Ministerial Cabinet	
Minister	
Authority at Minister's hierarchy in the National Executive Branch	
Authority at a hierarchy lower than Minister, with power to decide	

(In case of ticking Minister, Authority at Minister's hierarchy in the National Executive Branch or Authority at a hierarchy lower than Minister, with power to decide, please fill in the fields below)

Names	
Lastnames	
TIN	
Position	
Jurisdiction	



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Type of relationship

(Tick with an X as appropriate and provide any additional information required for the type of relationship chosen)

Partnership or community		Description, Business name and TIN
Relation within fourth degree of consanguinity and second of affinity		Describe what the actual relation is.
Pending suit		Provide case title, file number, venue, jurisdiction, Judging court and registry.
Being a debtor		State reason for debt and amount
Being a creditor		State reason for claimand amount
Having received important benefits from the official		State type of benefit and estimated amount.
Public friendship shown through great familiarity and frequent interaction		No additional information requested

Additional information

The non-declaration of any relationships implies the explicit declaration as to the nonexistence of such relationships, under Decree no. 202/17.

Signature

Name

Date and place



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AFFIDAVIT OF INTERESTS - DECREENO. 202/2017

Type of deponent: Legal Entity

Business Name	
TIN	

Relationships to declare

Are there any relationships with the officials mentioned in articles 1 and 2 of Decree no. 202/17?

(Tick with an X as appropriate)

YES	NO
In case of having relationships with more than one official, or more than one partner or stockholder, please repeat the information below requested for each relationship to declare.	The non-declaration of any relationships implies the explicit declaration as to the nonexistence of such relationships, under Decree no. 202/17.

Relationship

Related Person

(Tick with an X as appropriate and provide any additional information required for the type of relationship chosen)

Legal entity (in case the relationship to declare is direct with the declaring legal entity)	No additional information requested
Legal representative	Include names, last names and TIN
Parent company	Include Business name and TIN
Controlled companies	Include Business name and TIN
Companies with direct interest in the economic or financial results of the declaring company	Include Business name and TIN
Director	Include names, last names and TIN
Partner or stockholder with an interest in the definition of corporate will	Include names, last names and TIN
Stockholder or partner owning over 5% of equity capital of companies subject to public offering	Include names, last names and TIN



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Additional Information

With which of the following officials?

(Tick with an X as appropriate)

President	
Vicepresident	
Chief of Ministerial Cabinet	
Minister	
Authority at Minister's hierarchy in the National Executive Branch	
Authority at a hierarchy lower than Minister, with power to decide	

(In case of ticking Minister, Authority at Minister's hierarchy in the National Executive Branch or Authority at a hierarchy lower than Minister, with power to decide, please fill in the fields below)

Names	
Lastnames	
TIN	
Position	
Jurisdiction	

Type of relationship

(Tick with an X as appropriate and provide any additional information required for the type of relationship chosen)

Partnership or community		Description, Business name and TIN
Relation within fourth degree of consanguinity and second of affinity		Describe what the actual relation is.
Pending suit		Provide case title, file number, venue, jurisdiction, judging court and registry.
Being a debtor		State reason for debt and amount
Being a creditor		State reason for claim and amount.
Having received important benefits from the official		State type of benefit and estimated amount.



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Additional information

The non-declaration of any relationships implies the explicit declaration as to the nonexistence of such relationships, under Decree no. 202/17.

Signature and Name of Declarant

Signing as

Date



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TECHNICAL ANNEX III

STATEMENT OF WORK

**AIR TRANSPORTATION
FOR SAOCOM SATELLITE**

SAO-FLS-SW-00008-A



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2. OBJECTIVE

This Statement of Work define the scope and requirements for the Air Cargo Service needful in order to transport the SAOCOM 1A satellite and its ground supports equipment to the SpaceX launch pad facilities, from the International Airport of Bariloche (BRC) Argentina to Vandenberg Air Force Base (VAFB), in USA.

3. SCOPE OF THE SUPPLY

The scope applicable to this work include the logistics support engineering, the air transportation service, and the customs brokers activities for temporary import and export of goods. Handling of goods to alongside airplane will be covered by other SOW and contract.

4. REFERENCE AND APPLICABLE DOCUMENTS

3.1 REFERENCE DOCUMENTS

SAO-FLS-PL-00002 SPACECRAFT STORAGE AND TRANSPORTATION PLAN

3.2 APPLICABLE DOCUMENTS

0804-QSSG-GZRCA-018-A Handling Procedure For Launch Campaign Support Equipment

5. DEFINITIONS AND ABBREVIATIONS

SAOCOM:

Argentinian Satellite for Microwave Observation.

Management Plan:

This plan defines the project organization structure, communication paths, issue resolution process and activities schedule to accomplish the objectives.



Load Plan:

This plan defines the position that packages will take into the cargo compartment, in function of available space, the gravity center and stackability conditions of them. Also describe the order to follow at loading the packages.

Operation Design Review (ODR):

This review has as objective verify that the design of the operation of transport is in agreement with the mission requirement.

Pre-Shipment Review (PSR):

The objectives of the PSR are to demonstrate that planning and preparation for shipping is according to the transportation design and the mission requirements.

Pre-Flight Check:

Consist on a verification of the tasks that should be performed by pilots and aircrew prior to takeoff. The objective is to improve flight safety by ensuring that no important tasks are forgotten.

- Aircraft Pre-Flight / Pre-Take-Off Checklist is fulfilled by the pilots or air crew.
- Cargo Compartment Pre-Flight / Pre-Take-Off checklist is fulfilled by the Load Master.

Post-Landing Cargo Check:

Consist on a visual inspection of the cargo compartment after the landing and will be conducted by the Load Master in order to verify the correctness status of the goods transported. Any issue will be informed to the CONAE Product Assurance representative.

6. GENERAL REQUIREMENTS

6.1. CONFIDENTIALITY, NONDISCLOSURE AND SENSITIVE PRODUCTS USE AGREEMENT.

Before the beginning the activities described in this SOW, the awarded will sign a Confidentiality, Nondisclosure and Sensitive Products Use Agreement exposes in the annex section.

6.2. AWARDED TEAM AND ORGANIZATION

The Awarded shall provide the organization chart of the project team affected to this work, indicating expertise and hourly dedication (part time / full time), as well contact information.

6.3. DOCUMENTATION AT QUOTATION STAGE

Following documents shall enclose the proposal at quotation stage:

1. Technical proposal:
 - Physical and functional description of service offered.
 - Requirements compliance matrix (**Compliance**, **Non Compliance**, **Partial Compliance**)
 - Preliminary Gantt chart



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- Preliminary Load Plan
- Organization Chart and contact information
- ISO 9001 certification or Awarded / Supplier Quality System evidence.
- IATA certification
- Knowhow / Experience evidence in similar projects.

2. Economical proposal detailed in the Quotation Breakdown form, attached to this SOW.

7. PARTICULAR REQUIREMENTS

7.1. TASKS DESCRIPTION AND TECHNICAL SPECIFICATIONS

7.1.1. Organization and Communications

- a) The Air Cargo Service shall propose an organization chart for this project at the quotation stage.
- b) A Contract Technical Leader shall be assigned, taking part this one in the Transportation Reviews and serving as link between the CONAE Technical Leader and the rest of the Air Service project team during the project development.
- c) Communications during the operations (Loading and Offloading) shall be done in English. The Air Cargo Supplier shall assign an english-speaking Load Master or a translator alternatively.

7.1.2. Support at Design and Build-up of Cargo Shipment

- a) Air Cargo Service engineering shall provide support at the design and build up of cargo shipment. Special requirements for packages to be transported, as attachments points, relief valves or others, will be verified.
- b) The load plan of trucks, trucks arrival order at BRC and loading place at airport will be supported with meetings between the parties.
An Operation Preliminary Design Review is foreseen to such objective.

7.1.3. Air Cargo Service Window

The supplier shall consider a time window for the transportation of **120 days** respect the scheduled date for the Launch of SAOCOM 1A. Launch Date will be confirmed 60 days in advance.

7.1.4. Load Plan and Loading Conditions

- a) Land transportation service to BRC will be provided by a specific supplier by means a specific contract. These supply will transport the packages to alongside airplane. Air Cargo Service shall provide in anticipate way the Cargo Load Plan to CONAE for approval and for coordinate with the Land Transportation supplier the order in which the trucks should arrive to airport. Bariloche International Airport will provide a specific place to make the load operation which will be informed at Operation Design Review.



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- b) Air Cargo Service supplier shall provide support and fluency communication at Loading Operation with the designed Land Transportation supplier.
- c) At the end of the loading process, a Pre-Flight Review will be organized by the parties to verify and certify the correctness of the load.

7.1.5. Cargo Compartment Requirements

- a) Capacity
 - The cargo compartment shall assure capacity to allocate all packages listed in annex section, taking into account the stackable condition, considering a margin of +15% in the overall volume (318 m3) and overall weight (52,25 ton)
 - The referred list could be modified to the T-PDR milestone, therefore the final volume will not be affected severely.
- b) Temperature and Pressure
 - The SAOCOM shipping container require 10° C to 45°C and humidity between 30% to 80% to maintain the satellite aliveness without the need of services.
- c) Services
 - In case of temperature and pressure conditions would not be assured, the SAOCOM shipping container needs power supply as follows:
 - 110/220 V AC 50Hz
 - 32 A
 - Connector type: PCE 023 6h / 32A-6h / 2 Pole + Ground / IP44

7.1.6. Transport Insurance

The Air Cargo Service shall inform the transport insurance terms and conditions for this operation at the quotation stage.

7.1.7. Tracking

The Air Cargo Service shall provide tracking of Airplane at any time of transportation itinerary including 12 hours before arrival to the start point in Argentina.

This tracking shall be available by internet or e-mail report from CONAE, in Buenos Aires city.

7.1.8. Flight Itinerary

The requested itinerary is: BRC-LAX-VAFB

Start Point:

Bariloche International Airport "Teniente Luis Candelaria"

Code: BRC

Location: San Carlos de Bariloche, Rio Negro, Argentina

Customs:

Los Angeles International Airport

Code: LAX

Location: Los Angeles, California, USA



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Final Destination:

Vanderberg Air Force Base

Code: VAFB

Location: California, USA

If necessary other locations as refueling points, the supplier shall analyze and propose for CONAE agreement, at the quotation stage.

7.1.9. Customs at Destination – Custom Broker Services

- a) Air Cargo Service shall act as Custom Broker in destination for temporary importation and exportation (Ground Support Equipment), and definitive importation (for Satellite). CONAE will provide all invoices and commercial documentation needed.
- b) Customs and Migrations procedures will take place at Los Angeles International Airport.
- c) Air Cargo Service Supplier shall have headquarters in the United States of America.

7.1.10. Offloading at Final Destination

At final destination in VAFB, the land transportation will be provided by Space X or Space X subcontractors. Air Cargo Service shall offload the packages directly to the trucks, coordinating with and supporting the Land Transportation service.

7.1.11. CONAE Crew On Board

At the Quotation stage, the Air Cargo Service shall inform available seats onboard for CONAE personnel.

7.1.12. Airport Services Cost

Airport land services in each stop-off, origin and destination, shall be covered by the Air Cargo Service.

7.2. MILESTONES PLANNING

			Due Date
1	Purchase Order	PO	T0
2	Kick Off Meeting	KO	T0 + 15 days
3	Operation Design Review	ODR	KO + 30 days
4	Operation Design Review (Close-out)	ODR CO	ODR + 15 days (MAX)
6	Pre-Shipment Review	PSR	Launch – 50 days
7	Loading at BRC and Pre-Flight Review	PFR	PSR + 15 days
8	LAX Landing	LAX	PFR + 1 day
9	VAFB Arrival and Post Landing Review	PLR	PFR + 2 days
10	Estimated Launch Date	Launch	15/08/2018
11	Contract End	CE	Launch + 45 days



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7.3. DELIVERABLE DOCUMENTS

Id	Name	Due Date
1	Management Plan	KO
2	Preliminary Load Plan	ODR
3	Preliminary Detailed Flight Itinerary and Schedule	ODR
4	VAFB Land Services Requirements	ODR
5	Final Load Plan	ODR CO
6	Final Flight Itinerary and Schedule	ODR CO
7	Crew members list	PSR-15 days
8	Airplane assigned identifier	PSR-15 days
9	ANAC authorization (Argentina)	PSR
10	LAX landing authorization	PSR
11	VAFB landing authorization	PSR
12	Argentine personnel included in flight personnel documentation	PSR
13	Detailed schedule for Flight	PSR

7.4. PAYMENT SCHEDULE

Milestone	Percentage	Accumulated
Kick Off Meeting	15%	15%
Operation Design Review (Close Out)	25%	40%
Pre-Shipment Review	45%	85%
Contract End	15%	100%

8. TECHNICAL CONTACTS

Name: Pablo Quintela
E-mail:
Phone number:

Name: Enrique Botinelli
E-mail:
Phone number:

9. COMEX CONTACTS

Name: Leandro Groetzner
E-mail:
Phone number:

Name: Julian Fernandez
E-mail:
Phone number:



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10. ANNEX 1: List of Goods to be Transported

Note: This is a preliminary list. Definitive list will be available at ODR

M&EGSE (SAOCOM)

Freighter control

Latest Version: 01-Dic-17

ID	Description	Dimensions in m			Area m ²	Volume m ³	Total Weight kg	Stack
		Large	Wide	High				
1	SAOCOM Satellite + Ship.Container	8,4	3,8	3,87	31,92	123,53	12242	A
2	Lifting Beam (Shipping Container)	7,88	0,8	1	6,3	6,3	3248	A
3	Complementary Beam 1	3,7	0,2	0,51	0,74	0,38	240	A
4	Complementary Beam 2	3,7	0,2	0,5	0,74	0,37	240	A
5	Cargo Container 1	6,15	2,52	2,7	15,5	41,84	6892	A
6	Cargo Container 2	6,15	2,52	2,7	15,5	41,84	4562	A
7	Integration Dolly	5,46	2,64	1,37	14,41	19,75	8100	A
8	Saocom Hoisting Device (Vertical)	3,6	1,6	1	5,76	5,76	1016	A
9	Saocom Hoisting Device (Horizontal)	4,65	1,2	1	5,58	5,58	1014	A
10	Top Lifting Adapter (Spider)	1,23	0,94	0,33	1,16	0,38	140	A
11	Slings Box	2	1	0,5	2	1	190	NR
12	Electrical generator	0,9	0,6	0,6	0,54	0,32	120	A
13	Fit Check Table	1,55	1,25	0,9	1,94	1,74	700	A
15	Inteface Ring	1,8	1,8	0,4	3,24	1,3	157	A
16	Auxiliary Table	1,45	1,55	0,33	2,25	0,74	369	A
17	High auxiliary table	2,09	2,09	1,27	4,37	5,55	560	A
101	Flight ClampBand # 1	1,8	1,8	0,45	3,24	1,46	132	A
102	Flight ClampBand # 2	1,8	1,8	0,45	3,24	1,46	132	A
302	SA Zero Gravity Device	7,2	1,7	1,7	12,24	20,81	2400	A
304	Solar Array Shipping Container	3,18	2,24	1,53	7,12	10,9	1220	A
401	Deployment table	4,5	2,5	0,6	11,25	6,75	3600	A
402	Service Platform Support	2,6	2,6	0,6	6,76	4,06	2025	A
403	Stabilizers	4,3	3	1,1	12,9	14,19	840	A
404	Stabilizer ballasts	1,2	0,6	0,4	0,72	0,29	1900	A
405	GN-17 device	1,5	0,73	0,6	1,1	0,66	59	A
406	GN-26 device	1,5	0,73	0,6	1,1	0,66	75	A
407	GN-35 device	1,5	0,73	0,6	1,1	0,66	55	A

27 items

Total Weight	52228
Total Volume	318,4

STACKABILITY
A: ALONE. The box must be placed only on the floor and with nothing on it
B: BOTTOM. The box must be placed on the floor but another box can be stacked on it.
T: TOP. The box can be stacked on another box but nothing will be stacked on it.
NR: NO REQUIREMENT. The box can be placed over a box and another box can be stacked on it.



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11. ANNEX 2: Quotation Breakdown

12.

Concept	Price
Air Freight AN 124 from BRC to VAFB via LAX	\$
Conditions and Exclusions	
Fuel Price Variation Absorbed	+/- %
Custom Brokers Services	\$
Conditions and Exclusions	
Temporary Importation Bond	\$
Insurance	\$
Conditions and Exclusions	
Airport Land Services	\$
Engineering / Documentation / Others	\$
Detail	
Total Price	\$

13.



14. ANNEX 3: CONFIDENTIALITY, NONDISCLOSURE AND SENSITIVE PRODUCTS USE AGREEMENT.

This CONFIDENTIALITY, NONDISCLOSURE AND SENSITIVE PRODUCTS USE AGREEMENT ("AGREEMENT") is entered into between the company ("Company"), and the National Commission on Space Activities ("CONAE"), both organized under the laws of Argentina and shall take effect from 20 of

With reference to the mutual disclosure of confidential information between CONAE and the Company, and considering the agreements, contracts and agreements in force between the parties, these agree is this act that:

1. Confidential Information, Confidential Materials and Sensible Products
 - (a) "Confidential Information" means nonpublic information that the Disclosing Party identifies as confidential or which, under the circumstances surrounding disclosure, should be treated as confidential. "Confidential Information" includes, without limitation, information related to software or hardware products of the Disclosing Party released or not for sale, the marketing or promotion; of any product of the Disclosing Party; business or political practices of the Disclosing Party; engineering data of hardware or software developments; configuration of equipment and network; lists and other data of customers, users and employees; interfaces; graphic designs; as well as all the information received from third parties which the Disclosing Party is obliged to treat as confidential. All the Confidential Information disclosed to the Receiving Party by any company or subsidiary entity or agent ("affiliates") of the Disclosing Party are considered in this AGREEMENT.
 - (b) Confidential Information does not include any information that: (I) is or may become public and available in a way that does not constitute a violation by the Recipient of any obligation to the Disclosing Party; (ii) or that has been known by the Receiving Party before the Disclosing Party made such information public (iii) or that is known by the Receiving Party by a source other than the Disclosing Party and that is not through breach of an obligation of confidentiality owed to the Disclosing Party or (iv) that has been independently developed by the Receiving Party.
 - (c) "Confidential Materials" are all those tangible materials containing confidential information, including without limitation, written or printed documents, tapes, discs or floppy discs for computers that may be read by computers or people.
 - (d) "Sensitive Products " are material, products of hardware or software for analysis and / or of design, provided or not by CONAE, for specific use in the contracted project that is a partof a project at higher level under CONAE charge, which can have dual application (Civilian - military) and for those CONAE has responsibility for civil use for a specific purpose in agreement with the international regulation on exports.
2. Restrictions
 - (a) The Receiving Party shall not disclose any Confidential Information to third parties. The Receiving Party may disclose Confidential Information only if the Disclosing Party expressly authorizes it.
 - (b) The Receiving Party shall take security measures that are reasonable and at least as effective as the ones it takes to protect its own Confidential Information, to keep confidential the Confidential Information. The Receiving Party may disclose Confidential Information or Confidential Material only to the employees or consultants of the Receiving Party who need to know it. The Receiving Party has concluded or will conclude appropriate written



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agreements with its employees and consultants which are sufficient to enable compliance with all the provisions of this AGREEMENT.

- (c) The Receiving Party agrees to separate all the Confidential Materials from the confidential materials from third parties to prevent mixing.
- (d) The Receiving Party shall not carry out inverse or regressive engineering, or decompile or disassemble any software or program disclosed to the Receiving Party.
- (e) The Receiving Party promises to use the Sensitive Products in the specific declared use and for the purpose one that they were provided. In turn, the Receiving Party promises itself to the preservation of the Sensitive Products of the rest of the products and to assure total traceability of its use and storage.

3. Rights and Remedies

- (a) The Receiving Party shall notify promptly to the Disclosing Party of the discovery of any unauthorized use or disclosure of Confidential Information and /or of the Confidential Materials, or of any other breach of this AGREEMENT by the Receiving Party and shall cooperate with the Disclosing Party in a reasonable way to help the Disclosing Party regain possession of the Confidential Information and/or of the Confidential Materials and prevent its future unauthorized use.
- (b) The Receiving Party shall give return all originals, copies, reproductions and summaries of the Confidential Information or of the Confidential Materials at the request of the Disclosing Party or, at the Disclosing Party's option, shall certify its destruction.
- (c) The Receiving Party acknowledges that monetary damages compensation may be insufficient in the case of disclosure of Confidential Information and that Disclosing Party shall be entitled, without constituting a waiver of any other rights or remedies, to seek and obtain court orders to do or not to do, that would be deemed appropriate by a competent court.
- (d) The Disclosing Party may inspect the facilities of the Receiving Party with reasonable prior notice and during normal business hours to verify compliance with the provisions of this AGREEMENT by the Receiving Party.

4. Other Provisions

- (a) All the Confidential Information and the Confidential Materials are and shall remain the property of the Disclosing Party. When disclosing information to the Receiving Party and/or its affiliates, the Disclosing Party does not grant any express or implied right to the Receiving Party under any patent, copyright, trademark or brand, or trade secret information.
- (b) If either party provides software that has not been released to the market as Confidential Information or Confidential Material, according to this AGREEMENT such preliminary software will be provided "just as it is" without warranty of any kind. The Receiving Party agrees that the Disclosing Party or its affiliates will be liable for any damages related to the use by the Receiving Party of that preliminary software.
- (c) Any software and documentation to be provided pursuant to this AGREEMENT is provided with RESTRICTED RIGHTS.
- (d) The confidentiality provisions contained in this Agreement will not be construed as limitations on the right of the parties to independently develop or acquire products without using the Confidential Information of the other party. Each party shall be free to use for any purpose the residues that may result from access to, or from work, with Confidential Information, under the condition that such party keeps the Confidential Information secret, in accordance with the provisions of this AGREEMENT. The term "residues" means information in a non-tangible form, which may have been retained by the people who have had access to the Confidential Information, including ideas, concepts, know-how or techniques contained in them. Neither party has an obligation to limit or restrict the functions of such persons or to



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- pay royalties for any work resulting from the use of the residues. However, the foregoing does not grant either party a license on the patents or copyrights of the other party.
- (e) This AGREEMENT constitutes the entire contract between the parties regarding to the subject matter hereof. This AGREEMENT shall not be modified except by written agreement dated later than the date of this AGREEMENT and signed by both parties. None of the provisions of this AGREEMENT shall be deemed waived by any act or consent of the Disclosing Party, its agents or employees, except by written document signed by an authorized official of the Disclosing Party. No waiver of the provisions of this AGREEMENT shall constitute a waiver of any the other provisions or of the same provision on another occasion.
 - (f) If either party employs the services of attorneys to enforce any right under or relating to this AGREEMENT, the prevailing party shall be entitled to recover the legal hours which may be reasonable. This AGREEMENT shall be construed and shall be governed by the laws of the Argentine Republic. To this end, the parties establish domicile in the addresses indicated at the bottom of this AGREEMENT, and agree to submit to the jurisdiction of the National Federal Courts of the Federal Capital, renouncing all other jurisdiction.
 - (g) Subject to the limitations set forth in this AGREEMENT, which shall take effect for the benefit of both parties and shall be binding for these parties, their successors and assigns.
 - (h) If any provision of this AGREEMENT is declared illegal, invalid or unenforceable by the competent judicial authority, the other provisions will remain in full force and effect.
 - (i) All the obligations created by this AGREEMENT shall prevail over the modifications or termination of the business relationship between the parties.
- In witness hereof, two copies of the same and sole tenor and to the same effect are signed, in the Autonomous City of Buenos Aires, on day of 20

For CONAE
Address: Paseo Colón 751
Autonomous City of Buenos Aires

For the Company:
Address:

Signature:

Signature:

Name:
Position:

Name:
Position: