

***COMISION NACIONAL  
DE ACTIVIDADES  
ESPACIALES***

**DIRECT CONTRACT  
(Exclusivity) 20/2018**

**L-Band Polarimetric Active Radar Calibrator  
Upgrade.**

**Receipt of Bid: April 4<sup>th</sup> 2018, 11 AM**

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



## **Direct Contract (Exclusivity) N° 20/2018**

### **Receipt of Bid:**

**Up to: April 4<sup>th</sup> 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. L-BAND POLARIMETRIC ACTIVE RADAR CALIBRATOR UPGRADE. SAO-CVQ-SW-00004-A..... Page 17



*Comisión Nacional de Actividades Espaciales*

**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	<b>Dr. Lino Barañao</b>
Vice President of the Directory of CONAE	<b>Lic. Agustín Campero</b>
Executive and Technical Director of CONAE	<b>Dr. Conrado Varotto</b>

**SELECTING PROCEDURE**

Type: <b>DIRECT CONTRACT BY EXCLUSIVITY</b>	<b>N° 20</b>	<b>Fiscal year: 2018</b>
<b>Class: NO CLASS</b>		
<b>Method: NO METHOD</b>		
<b>File N°: 82/18</b>		
<b>Commercial category: Professional and Commercial Services</b>		
<b>Contract subject: L-Band polarimetric Active Radar Calibrator Upgrade</b>		

**SUBMISSION OF BID**

<b>Venue/Address</b>	<b>Opening Time and Date</b>
<i>Unidad de Abastecimiento</i> CONAE 751, Paseo Colon Ave. 3rd Floor, C.A.B.A. Ph: 011 4331-0074 <a href="mailto:u_abaste@conae.gov.ar">u_abaste@conae.gov.ar</a>	The bid shall be sent by email or regular mail up to April 4 <sup>th</sup> 2018, 11 AM.  <b>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.</b>



### **TECHNICAL SPECIFICATIONS**

Line	QTY	Unit of measurement	Description
1	1	Service	L-Band Polarimetric Active Radar Calibrator Upgrade <b><i>According to the Technical Annex SAO-CVQ-SW-00004-A.</i></b>
<b><u>Additional requirements:</u></b> <ul style="list-style-type: none"><li>- CONAE will not accept variant offers</li><li>- Guarantee: 12 months</li><li>- Place of service development: Teófilo Tabanera Space Center, C-45 route, km 7,5, Falda del Cañete, Province of Córdoba.</li></ul>			

### **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 services, nationalized by the bidder, shall be made in PESOS or EUROS. The value added tax (VAT) shall be included and must detail the percentage of the tax rate applied.

CONAE is included in the Import Regime for inputs of scientific and technological research - Law 25.613 - by which it is exempted from the payment of import duties and other taxes. Nevertheless, the convenience of the proposal of a given moment given both by the economic conditions offered, as well as the opportunity and the particular need of the Organization for each case.

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

### **SECTION 9 – OFFER VALIDITY WARRANTY**



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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 SERVICE DEVELOPMENT**

10.1. The service must be done in: Teófilo Tabanera Space Center, C-45 route, km 7,5, Falda del Cañete, Province of Córdoba.

### **SECTION 11 - SERVICE COMPLIANCE TIME**

11.1- Bid shall indicate the shortest Delivery Term as possible, expressed in consecutive days. A term no longer than 5 (five) consecutive days, starting from the first consecutive day after receipt of the corresponding Purchase Order, will be considered as Immediate.

11.2- The Delivery Term will start THREE (3) consecutive days after the communication of availability of the Purchase Order or after withdrawing it from the Supply Unit, whichever comes first.

11.3- 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](mailto: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. 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, 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.



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### **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:		
<b>Total amount</b>		<b>\$ .....</b>

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	

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**SIGNATURE AND PRINTED NAME**  
**(Attorney with sufficient legal capacity)**



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**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.

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Signature and Name of Declarant

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Signing as

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Date





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**TECHNICAL ANNEX III**

**STATEMENT OF WORK**

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**L-BAND POLARIMETRIC  
ACTIVE RADAR  
CALIBRATOR UPGRADE**

**SAO-CVQ-SW-00004-A**



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### **1. OBJECTIVE**

The objective of this SOW is to describe the conditions and technical specifications to procure the service of upgrade the PARC unit for SAOCOM project.

### **2. SCOPE OF THE SUPPLY**

The scope of this document provides the contractually relevant requirements and constrains.

These requirements enclose:

- The deliverable software, hardware and documentation with their respective delivery dates.
- The applicable verification and testing requirements.

The Contractor shall:

1. Perform all works defined in this document and according to the requirements set forth in [AD 09].
2. Furnish all necessary personnel, facilities, materials, test equipment, services, and other resources required to accomplish the tasks defined in this SOW.
3. Deliver all items as listed in this SOW (see section 6.3).
4. Meet the schedule requirements as listed in this SOW (see section 6.2).

This document will become part of the contract and shall serve as an applicable document throughout the execution of the work (with possible amendments recorded during the kick off meeting).

### **3. REFERENCE AND APPLICABLE DOCUMENTS**

#### **3.1 APPLICABLE DOCUMENTS**

[AD 1]	SAO-PAS-PR-00001-B	NON-CONFORMANCE MANAGEMENT SYSTEM
[AD 2]	SAO-PAS-PR-00002-B	ACCEPTANCE AND DELIVERY OF PRODUCTS
[AD 3]	SAO-SYS-PL-00001-B	CONFIGURATION AND DOCUMENTATION MANAGEMENT
[AD 4]	SAO-SYS-PR-00002-B	CHANGES, DEVIATIONS AND WAIVERS PROCESSES
[AD 5]	SAO-PAS-RS-00001-A (SPARD)	SAFETY AND PA REQUIREMENT DOCUMENT
[AD 6]	SAO-SYS-LI-00001-B	SAOCOM MISSION GLOSSARY OF TERMS AND ACRONYMS
[AD 7]	SAO-SYS-PR-00007-B	RECEIPT, STORAGE AND DISPATCH OF MATERIALS, PRODUCTS OR GOODS
[AD 8]	SAO-SYS-PL-00021-A	SCHEDULE MANAGEMENT PLAN
[AD 9]	SAO-CVQ-RS-00002-C	L-BAND POLARIMETRIC ACTIVE RADAR CALIBRATOR REQUIREMENTS
[AD 10]	SAO-CVQ-VV-00001-B	L-BAND POLARIMETRIC ACTIVE RADAR CALIBRATOR V&V PLAN
[AD 11]	SAO-GSS-SE-TP-00008	Test Plan_Issue3.
[AD 12]	SAO-PAS-PL-00013-A	Preservation Storage Handling and Transportation.
[AD 13]	SAO-PAS-PL-00001-B	Mission Assurance Plan with Addendum.

#### **3.2 REFERENCE DOCUMENTS**



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### **4. DEFINITIONS AND ABBREVIATIONS**

#### **4.1. DEFINITIONS**

**“Deliverable”**: means any work product that the vendor delivers for the purposes of fulfilling its obligations to CONAE under the terms of the agreement, including work product that the vendor must submit to CONAE for CONAE's approval in accordance with the formal acceptance procedures set forth within the SOW or the Task Order(s) entered into hereunder.

**“Milestone Payment”**: means a defined payment amount associated with the completion of a particular Deliverable or set of Deliverables.

**“Task”**: means a material activity engaged in by the vendor for the purpose of fulfilling its obligations to CONAE under the terms of the agreement, which may or may not result in the creation of a Deliverable.

**“Task Order”**: means an amendment to this SOW that specifies Tasks, Deliverables, or hourly rate services to be completed by the vendor under the terms in this Agreement.

To avoid or make impossible two different interpretations of the same SOW, the definitions of shall, should, may and will are described as follows.

Shall: Defines a mandatory requirement

Should: Defines a preferred alternative, but it is not mandatory

May: Defines an option

Will: Defines a statement of fact or intention

#### **4.2. ABBREVIATIONS AND ACRONYMS**

AD	Applicable Document
ASCII	American Standard Code for Information Interchange
CONAE	Comisión Nacional de Actividades Espaciales
FTP	File Transfer Protocol
GUI	Graphic User Interface
HW	Hardware
ICD	Interface Control Document
KO	Kick Off
MMI	Multimedia Interface
PA	Product Assurance
PARC	Polarimetric Active radar calibrator
PO	Purchase Order
RCS	Radar Cross Section
RF	Radio Frequency
S/S	Subsystem
SAOCOM	Satélite Argentino de Observación con Microondas
SOW	Statement of Work
SW	Software
TBS	to be specified (by the Agency)
TRB	Test review Board
V&V	Verification and Validation

### **5. GENERAL REQUIREMENTS**

Design or/and selection of deliverables of this SOW shall respect the requirements specified in the following paragraphs.

Deviation of these requirements shall be clarified in quotation stage.



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### 5.1. SUPPLY MODALITY

Except opposite indication in the Particular Requirements, paragraph 6 of this document, this contract is considered in the modality "Turn-Key". Special training, software, tools, or gauges necessary for the normal employ or operation of deliverables, not considered in this document, shall be informed and offered as annex in the quotation. Commissioning activities, if necessary, shall be considered in quotation and planning.

### 5.2. 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 1.

### 5.3. INTELLECTUAL PROPERTY

The patrimonial rights related to the intellectual property (patents, utility models, copyright) on the products of hardware or software that the Awarded develop especially as "deliverable" of the present contract correspond in its entirety to the Argentina National Commission of Space Activities. (CONAE)

### 5.4. SCHEDULE AND DELIVERY TIME COMPLIANCE

All necessary tasks to perform the deliverables requested in this document shall be planned in concordance with the milestones planning described in the Particular Requirements in this document.

The Awarded/Supplier shall include in the proposal a preliminary planning (Gantt chart) detailing control points and deliverables to be provided as evidence of project advancement. The lead time (in continuous days) shall be detailed in the Gantt chart. Long lead items shall be detected and reported in a particular list at quotation stage.

Final milestones schedule shall be agreed with SAOCOM project team at kick off meeting. Detailed Gantt chart shall be delivered as part of first data package.

Consumable products with expiration date shall be supplied having into account that a 75% of the life cycle shall be available at receipt date of materials at CONAE installations.

### 5.5. 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. Training certificates can be requested in the particular requirements or by SAOCOM Mission/Product Assurance in any stage of project development, if necessary.

### 5.6. REPORTING

Problems, failures or non-conformances detected during production of deliverables to supply, shall be reported as soon as possible to SAOCOM Project Team, as detailed in SUBCONTRACTORS NON CONFORMANCES MANAGEMENT SYSTEM.

Engineering changes proposals, request for deviations, and request for waivers shall be reported to SAOCOM Project Team as detailed in CHANGES, DEVIATIONS AND WAIVERS PROCESSES.

The Awarded shall reports periodically to the corresponding CONAE Technical Lead, the progress achieved on the current working schedule.

The following items shall be reported monthly in a table form:

- The actual start date of activities started.



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- The percent of advance of the activities started.
- The actual finish date of activities completed.

Evolution of major project events selected as key milestones are reported in conjunction with the above information in the form of a (Monthly) Milestone Status List. This list shows the achievement of key milestones visualized in traffic lights, when GREEN defines that the milestone will be reached noticeably before the planned date; YELLOW defines that the milestone will be reached with +/- 10 days of planned date. And RED defines that the milestone will be achieved after 10 days of due date. The default status is YELLOW.

### 5.7. PACKAGING AND SHIPPING CONDITIONS

Providing that it is possible, the special conditions for the managing and the storage of the products to provide will be informed at the quotation stage.

The deliverable of this SOW will be delivered only with the acceptance of the SAOCOM's Project Team as defined in the procedure ACCEPTANCE AND DELIVERY OF PRODUCTS (See paragraph 3).

The Awarded will assure the appropriate processing on the Receivables and Deliverables products to assure the correct handling and storage, following the documents:

SAO-SYS-PR-00007 Receipt, storage and dispatch of materials, products or goods and SAO-PAS-PL-00013-A Preservation Storage Handling and Transportation, as well as the applicable documents indexed in this one. The Awarded shall arbitrate the means and resources necessary to be able to fulfill with the logistic management in all its stages.

### 5.8. RELIABILITY, AVAILABILITY, MAINTAINABILITY & SAFETY (RAMS) TERMS

Deliverables to supply shall be object of RAMS analysis under Supplier responsibility as required in SAFETY AND PA REQUIREMENT DOCUMENT (SPARD) and SAO-PAS-PL-00001-B Mission Assurance Plan with Addendum.

### 5.9. DOCUMENTATION AT QUOTATION STAGE

Following documents shall enclose the proposal at quotation stage:

1. Technical proposal:
  - o Physical and functional description of product/service offered.
  - o Requirements compliance matrix (Compliance, Non Compliance, Partial Compliance)
  - o Datasheet of offered COTS products and justification of selection.
  - o Preliminary Gantt chart
  - o Long Lead Items list
  - o Organization Chart and contact information
  - o Special packaging and handling conditions
  - o ISO 9001 certification or Awarded / Supplier Quality System evidence.
  - o Knowhow / Experience evidence in similar projects.

### 5.10. WARRANTY TERMS

Except opposite indication in the Particular Requirements of this document, all products supplied shall be warranted by a minimum period of 1 year and beginning this period after the final acceptance by SAOCOM project team. The inability to fulfill with this requirement shall be discussed at quotation stage.



## **6. PARTICULAR REQUIREMENTS**

### **6.1. TASKS DESCRIPTION AND TECHNICAL SPECIFICATIONS**

This section describes the tasks that contractor will complete by end of the engagement described in this SOW.

A Task or Deliverable will be consider “complete” when all the acceptance criteria set forth in this SOW have been met or when the defined review period for each Deliverable or Task has expired without written response from CONAE. The Task/Deliverable are establish to in subsequent sections throughout this SOW.

#### **6.1.1. Task #1: Software Update**

The following items shall be include in a new version of the PARC software. The task is complete once CONAE receive the new files to upgrade the PARC software with the instruction to perform it.

a) Static configuration file.

Add a static configuration file (don’t confuse with new mission configuration file) that is read when starting the PARC software MMI with default values like stow position, calibration tables and others in order to allow changing them.

b) GUI modification (RCS measure).

Add to the MMI GUI in the “Test RF S/S” tab, the measured RCS and internal gains. These values are currently present in the slave application that is not accessible to PARC operators.

c) Real time temperature.

Add real time temperatures (all reported by PARC) to the GUI.

d) GUI modification (conditioner on/off).

Add conditioner on/off “status” light on the GUI as for the others S/S.

e) Log File.

Add a log file that periodically (every X seconds as configured in static configuration file) stores all on/off states and temperatures and is accessible from FTP.

f) Self-Test

Add a routine that allow to perform automatic self-test scheduling periodical operations, out of satellite visibility, configuring the PARC to make acquisitions in different conditions, and then checking the metadata, from which the good health of the different RF paths and the position mechanism can be monitored.

g) File Format (Binary instead of ASCII)

For acquired signals (envelopes or I/Q), there is a Windows executable to convert the obtained binaries into ASCII files. These solutions is not good for CONAE that prefers working directly on the binary files and on Linux, not Windows. It is necessary to provide detailed format spec so this data can be parsed at CONAE.

h) Mission Storage data

The PARC software shall create a dedicated directory for each mission performed with the following name “<Mission ID>\_<date>\_<time>” and put all its data there (acquired binaries and metadata). All files should be paired with an md5 (eg. name.zip and name.md5, being this last an ASCII file containing the MD5 of name.zip).

i) PARC Pointing measurement during mission

Add periodical measurements of PARC Pointing during the mission (e.g. every TBS seconds), calculate mean and standard deviation, and annotate that in mission metadata.

#### **6.1.2. Task #2: Hardware Update**



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The PARC unit is already in Argentina, so the HW upgrade shall be performed by the supplier in CONAE facilities. All the cost (transport, accommodation, etc.) to perform the activity are in charge of the supplier.

a) External Ethernet socket

Add an external outdoor Ethernet socket to the digital S/S, in order to allow operation unattended via TCP/IP (FTP or remote access).

b) Eyebolts integration

It was noted that some of the parts are very heavy and difficult to manage manually during mounting operations. It is needed to add eyebolts to heavy parts, in particular the ACU from Antech.

### 6.1.3. Task #3: Dehydrator Procurement and Installation

In order to improve the performance of the PARC unit it is necessary to inject dehydrated air into the antennas continuously. To accomplish this the following activities shall be done:

a) Dehydrator Procurement

The dehydrator procured shall accomplish the following requirements:

Feature	Requirement
Output pressure	Programmable from 8 to 10 kPa (or Better)
Flow rate	up to 300 NI/h (or Better)
Dew Point	< -45 °C
Pumps and Drying Chambers	at least 2 working alternatively
Regeneration	Automatic by heating
Quality assurance standard	ISO 9001
Power consumption	< 3W Normal Operation
	< 55W Regeneration Phase
Operating Temperature	-10°C to +50°C

**Table I. Dehydrator Requirements.**

The dehydrator shall be provided fitted in a rack of aluminum with the following characteristics:

- Shock protection up to 35Kg
- 8x45 attenuator of impact, shock and vibration
- Compliant with MIL-STD-810F

b) Dehydrator Installation

The supplier shall perform the valves removal and integration of tube and nozzles to the PARC antenna radome.

c) Dehydrator Operation

The supplier shall perform an evaluation of the pressure able to avoid condensation and damage to the antenna radome.

**Note:** The PARC unit is already in Argentina, so the delivery and installation of the dehydrator shall be performed by the supplier in CONAE facilities without losing the original contract warranty. All the cost (transport, accommodation, etc.) to perform the activity are in charge of the supplier.

### 6.1.4. Task #4: Test Campaign





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The supplier shall to perform the following additional test to the RF S/S of the PARC unit as defined in [AD 11], and to post process all the collected data and deliver the report to CONAE.

- a) Radar Cross Section Test
- b) Pulse characteristic errors

### 6.2. MILESTONES PLANNING

			Due Date
1	Purchase Order	PO	
2	Kick Off Meeting	KO	PO + 1d
3	SW Acceptance Review	SWAR	KO + 30d
4	Dehydrator and HW Acceptance Review	HWAR	KO + 60d
5	Final Acceptance Review	FAR	KO + 90d

### 6.3. DELIVERABLES LIST

#### 6.3.1. HARDWARE DELIVERABLES

Id	Name	Due Date
1	Dehydrator installed in a Rack	KO + 60d
2	HW improvements to PARC	KO + 60d

#### 6.3.2. SOFTWARE DELIVERABLES

Id	Name	Due Date
1	PARC SW new release	KO + 30d

#### 6.3.3. DOCUMENTATION DELIVERABLES

Id	Name	Due Date
1	PARC GUI new release User Manual.	KO + 30d
2	PARC ICD with HW modification.	KO + 60d
3	Dehydrator unit User Manual.	KO + 60d
4	RCS and Pulse characteristic errors Test Reports.	KO + 90d
5	Final Acceptance review MoM (with requirements checks).	KO + 90d

### 6.4. PAYMENT SCHEDULE

Milestone	Percentage	Accumulated
KO	30%	30%
SWAR	40%	70%
HWAR	20%	90%
FAR	10%	100%



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### **7. ANNEX 1: 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 part of 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.



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### 2. Restriction

- (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 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.



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### 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 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.



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- (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

Signature:

For the Company:  
Address:

Signature:

Name:  
**Position:**

Name:  
**Position:**