

COMISION NACIONAL DE ACTIVIDADES ESPACIALES

DIRECT CONTRACT (Exclusivity) 60/2018

**Contract of SPOT 6 and 7 telemetry, and
maintenance of the multi-mission terminal.**

Receipt of Bid: June 22nd 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° 60/2018

Receipt of Bid:

Up to: June 22nd 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 12
3. ANNEX II - SWORN INTEREST STATEMENT ESTABLISHED IN ARTICLE 1 OF DECREE 202/2017. (See resolution 11-E / 2017) Page 13



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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 60	Fiscal year: 2018
Class: NO CLASS		
Method: NO METHOD		
File Nº: 86/18		
Commercial category: Professional and Commercial Service		
Contract subject: Contract of SPOT 6 and 7 telemetry, and maintenance of the multi-mission terminal		

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 June 22 nd 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.



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TECHNICAL SPECIFICATIONS

Line	QTY	Unit of measurement	Description
1	1	Year	SPOT 6/7 Telemetry Reception Service (Open Access)
2	1	Year	Multi-Mission Terminal Maintenance Service

Additional requirements:

- CONAE will not accept variant offers
- Place of provision of the service: Centro Espacial Teófilo Tabanera: Ruta Provincial C-45, Km. 8, Falda del Cañete, Provincia de Córdoba.



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.

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.



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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. The bidder acting as authorized agent in the country or as distributor of goods to be imported, shall make such condition clear in its bid. People representing the bidder shall submit the documents (minutes of the meetings where the Board of Directors has been appointed, minutes of the Board of Directors with distribution of positions, mandates, powers of attorney) evidencing their faculties to oblige the bidder, celebrate every act and sign the necessary documents even the selection, unless said information is duly updated in the SYSTEM OF INFORMATION ABOUT SUPPLIERS (SIPRO).

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.

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 II) 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 quote for this service 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.

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

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 PROVISION OF THE SERVICE

Centro Espacial Teófilo Tabanera: Ruta Provincial C-45, Km. 8, Falda del Cañete, Provincia de Córdoba.

SECTION 11 – TERM OF PROVISION OF THE SERVICE.

11.1- The term of the contract will be for a period of 12 months.



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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 the good or service.

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.

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. In case the contract is awarded to a bid submitted in PESOS (\$), the payment shall be made to the awardee in the same currency and by means of a wire transfer within 45 business days as from granting the invoice compliance, pursuant to the regulation of the Tesorería General de la Nación (Federal Treasury).

14.2. In the event that the award falls on an offer formulated in Foreign Currency, the payment will be made to the contractor in PESOS and through a bank transfer within 45 calendar days of receipt of the invoice (subject to final acceptance), in accordance as regulated by the General Treasury of the Nation and the selling exchange rate of BANCO DE LA NACION ARGENTINA in force at the time of the corresponding banking accreditation.

BANK ACCOUNT INFORMATION. In order to receive payment for goods delivered or services rendered, they must inform their bank account number in national, current or savings currency, which must be open in one of the banks that are members of the system, authorized to operate as paying agents. , which are indicated below:



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1. BANCO DE GALICIA y BUENOS AIRES S.A.
2. BANCO DE LA NACIÓN ARGENTINA
3. BANCO DE LA PROVINCIA DE BS. AS.
4. BBVA BANCO FRANCÉS S.A.
5. BANCO CIUDAD DE BUENOS AIRES
6. BANCO PATAGONIA S.A.
7. BANCO SAN JUAN S.A.
8. BANCO SANTANDER RIO S.A.
9. HSBC BANK ARGENTINA S.A.
10. BANCO CREDICOOP COOPERATIVO LIMITADO
11. BANCO MACRO S.A.
12. NUEVO BANCO DEL CHACO S.A.
13. NUEVO BANCO SANTA FE S.A.
14. BANCO SUPERVIELLE S.A.
15. BANCO HIPOTECARIO S.A.
16. CITI BANK N.A.
17. BANCO DE VALORES S.A.
18. BANCO PROVINCIA TIERRA DEL FUEGO
19. BANCO DEL TUCUMÁN S.A.
20. NUEVO BANCO DE ENTRE RÍOS S.A.
21. BANCO DEL CHUBUT S.A.
22. BANCO PROVINCIA DEL NEUQUÉN S.A.
23. BANCO ITAÚ ARGENTINA S.A.
24. INDUSTRIAL AND COMMERCIAL BANK OF CHINA (ARGENTINA) S.A.
25. BANCO DE FORMOSA S.A
26. BANCO CÓRDOBA S.A.
27. BANCO DE CORRIENTES S.A.
28. BANCO DE LA PAMPA SEM
29. BANCO DE SANTIAGO DEL ESTERO S.A.
30. BANCO RIOJA SOCIEDAD ANÓNIMA UNIPERSONAL
31. BANCO MUNICIPAL DE ROSARIO
32. BANCO COMAFI S.A.
33. BANCO COINAG S.A.
34. BANCO DE COMERCIO S.A.
35. BANCO DE SERVICIOS Y TRANSACCIONES S.A.
36. BANCO CMF S.A.
37. BANCO DE SANTA CRUZ S.A.
38. BANCO INDUSTRIAL S.A.
39. BANCO JULIO S.A.

Since the payments made by the Treasury are made by crediting the bank account informed by the supplier, compliance with this requirement is necessary to receive the payments to which it is creditor.

Beneficiary registration. Within the term established for this purpose, the following forms must be duly completed:



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- ANNEX I to Joint Provision No. 9/15 of the GENERAL COUNCIL OF THE NATION and 36/15 of the GENERAL TREASURY OF THE NATION - INSTRUCTION AND DOCUMENTATION TO SUBMIT TO REQUEST THE HIGH ENTES - Must be completed and be accompanied by evidence of CUIT of the Beneficiary.

- ANNEX IV to Joint Provision No. 9/15 of the GENERAL COUNCIL OF THE NATION and 36/15 of the GENERAL TREASURY OF THE NATION - AUTHORIZATION OF ACCREDITATION OF PAYMENTS OF THE NATIONAL TREASURY IN BANK ACCOUNT - The same shall be completed and certified by the banking authority where the account is located.

14.3. For offers of services to be imported, the payment will be made through one of the foreign currency instruments (bank transfer). The currency of payment will be the same in which the offer is expressed.

14.4. 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.

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.



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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:		
R 2:		
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)



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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.

Signature and Name of Declarant

Signing as

Date