

August 17, 2015

Bid Summary

< RFP No. KARI-2015-0311 >

Korea Aerospace Research Institute (KARI) invites sealed bids from eligible Bidders for The Wind LIDAR System.

The following is an outline of the RFP requirements, so potential Bidders are requested to carefully review the following instructions including RFP documents and to submit their Proposals in accordance with the guidelines and requirements as contained in the RFP.

1. Main Scope

- . Item: The Wind LIDAR System
- . Contract Period: within 12 months from the Effective Date of Contract
- . Warranty Period: 1 years after completion of final acceptance
- . Delivery Term: D.A.P. KARI (Naro Space Center), INCOTERMS 2010
- . Estimated Budget: Won 2,182,000,000
- . Method of Contract: Negotiation

2. Qualification of Bidders

- . Bidders shall be qualified for Article 12. Requirements to Participate in Competitive Tender by law, hereinafter referred to as "ENFORCEMENT DECREE OF THE ACT ON CONTRACTS TO WHICH THE STATE IS A PARTY".
- . Bidder as a foreign manufacturer of Wind LIDAR System shall have a performance at least more than the Estimated Budget per one (1) completed contract for Wind LIDAR during the last five (5) years (September 1, 2010 ~ August 31, 2015, Exchange rate: the 1st notified exchange rate on the bid opening date).
- . The Bidder who is only qualified for performance as above shall attend to the preliminary site survey.
- . THE QUALIFICATION OF BIDDERS IS AT THE KARI EVALAUTION COMMITTEE'S DISCRETION, AND ANY BIDDER SHALL NOT RAISE ANY OBJECTION REGARDING THE KARI EVALUATION COMMITTEE'S DECISION THERE UPON.
 - The qualifying statement for above requirements and support materials shall be submitted

in the Preliminary Site Survey. Additional qualifying evidence may be requested to substantiate Bidder's claim during the evaluation.

3. Preliminary Site Survey

- . The KARI will provide Preliminary Site Survey to better understand the Naro Space Center (NSC) environment and procurement purpose. **ONLY Bidders who attend Preliminary Site Survey shall be allowed to submit the proposal.** The potential Bidder shall be responsible for all of their necessary expenses for preliminary site survey.
- . If Korean agent or representative participates preliminary site survey on behalf of Bidder, Korean agent or representative shall submit power of attorney from Bidder at preliminary site survey.
- . In case KARI opens rebid (second-bid), the Bidders will be allowed to submit certificate of attendance of preliminary site survey issued by KARI during preliminary site survey of first- or second-bid.
- . **Bidder shall submit evidence and/or documents to prove qualification of Bidders and Preliminary Site Survey shall be allowed to the only Bidder who is qualified by evidence and documents by KARI.**
- . Date and Time : August 27, 2015 14:00 Korean Local Time
- . Place : Naro Space Center Space Science Museum (Goheung)

4. Registration of Intent

- . Potential Bidders are requested to register their intent to respond within 5 working days after completion of Preliminary Site Survey. Registration should be made to the address indicated in the RFP by email, post, courier, or fax. Registrants will automatically receive any subsequent information pertaining to this RFP, which may be distributed prior to closing date of the Proposal. However, Registration of intent is not mandatory requirement for bidding participation.

5. Distribution of RFP documents and Submittal of Proposal

- . **RFP documents will be released in the Preliminary Site Survey. (Hardcopy)**
- . The proposal shall be hand-carried or sent via appropriate express courier to KARI personnel or his designee before the Bid Closing Date and Time. A designee who has a power of attorney signed by Bidders and a certified identification of his own may visit KARI and submit Proposal on behalf of the Bidder.
- . The proposal shall be made in English or Korean
- . **If a Potential Bidder does not participate in the Bidding, please send the RFP back by post or express courier within the bid closing date.**

6. Bid Closing Date and Time

- . September 30, 2015 14:00 Korean Local Time

7. Bid Bond

- . Bidder shall establish a bid bond in favor of KARI before the Bid Closing Date.
- . The total amount of the bid bond shall be at least two (2) percent of total bid value and shall be valid until October 31, 2015. The bond shall remain valid through the Bid Validity, and if the Bid validity is extended, the Bid Bond shall also be extended accordingly.
- . The Bid Bond shall be issued by the Seoul Guarantee Insurance Company in the form of a surety bond or by first class international bank in the form of an irrevocable letter of credit and advised through "Woori Bank" (Daejeon Branch at 29 Munye-ro, Seo-gu, Daejeon, 302-831 Korea, Tel:+82-42-488-9704, Ext.312). The bond shall be available by KARI's request on the Seoul Guarantee Insurance Company or by KARI's draft at sight drawn on the bank, accompanied by the statement of KARI stating that Bidder has refused to enter into a contract with the terms and conditions in the proposal as amended, if any, that Bidder has hindered the fair bidding by fraud or misrepresentation, or that Bidder has withdrawn its Proposal after the Bid Closing Date.
- . The currency of bid bond can be the country's currency such as USD or EUR.

8. Evaluation of Proposal

- . Evaluation of Proposal
 - First, an initial evaluation of the Proposal except price, the evaluation committee will select the Qualified Bidders compliant with the requirements of the RFP
 - Second, after selection of the Qualified Bidders, the price proposal of the Qualified Bidders only will be opened for price evaluation
- . The currency of the Contract could be the national currency of the Contractor's based on the first notified WON Exchange Rate of Korea Exchange Bank (KEB) on the bid closing date within the estimated WON project budget mentioned above

9. No Contractual Obligation

- . This RFP shall not be interpreted as an offer for a Contract or any type of guarantee by KARI. It is KARI's sole discretion whether or not to allow the Contract award to any Bidder. KARI owes no responsibility or obligation to select the Contractor among Bidders.

10. Acceptance/Rejection of Bids

- . KARI reserves the right to accept or reject any Bidding, and to amend the Bidding process and reject all Bidding at any time prior to the award of the Contract without thereby incurring any liability to the affected Bidder(s), nor is KARI under any obligation to inform the affected Bidder(s) of the ground for its action.

11. Contract

- . The Contract will be effective subject to the KARI's approval thereof. General Terms and Conditions is the baseline requirements for the Contract negotiation with the Successful Bidder, and will be the basis of the Contract.

12. Certificate and Government Approvals

- . Bidder shall receive the government approval and certificates (e.g. export licenses) in relevant countries, necessary for Bidder's work for the RFP.

13. Confidentiality

- . There shall be no news release, public announcements, denials or confirmation in connection with the RFP or Contract award without the prior written approval of KARI. All elements of the RFP shall be kept confidential, and shall not be intentionally disclosed by Bidder to any Third Party.

14. Withdrawal of Proposal

- . Bidder may withdraw its Proposal at any time before the Bid Closing Date and Time. Withdrawal shall be made in writing, and shall be received by KARI before the Bid Closing Date and Time.

15. Property of Proposal

- . All documents submitted in response to the RFP shall become the property of KARI and will be retained by KARI.

16. Expenses

- . Expenses incurred by Bidder in connection with the preparation, submission, and any subsequent clarification or negotiation activities are for its own account and will not be reimbursed by KARI.

17. Governing Law

- . The RFP and Contract shall be construed in accordance with and governed by the laws of the Republic of Korea.

18. Arbitration

- . Any disputes in relation to, and under the RFP and Contract shall be resolved through arbitration in Seoul, Korea under the Rules of the Korean Commercial Arbitration Board.

19. For further details, please refer to the RFP Documents

Contractual matters	Technical matters
Procurement Team Korea Aerospace Research Institute 169-84 Gwahak-ro, Yuseong-Gu, Daejeon 31433, Korea Tel : +82-42-860-2766ax : +82-42-860-2666 E-mail : ikjeon@kari.re.kr (Mr. In-Kyu Jeon)	Flight Safety and Technology Division Korea Aerospace Research Institute (KARI) 508 Haban-ro, Bongrae-myeon, Goheong-gun, Jellanam-do, 59571 Korea Tel : 82-61-830-8064, Fax: 82-61-830-8069 E-mail : jongsung@kari.re.kr (Mr. Jong-Sung Ha)