

August 17, 2015

## **Bid Summary**

### **< RFP No. KARI-2015-0313 >**

Korea Aerospace Research Institute (KARI) invites sealed bids from eligible Bidders for The CCDs procurement of Compact Advanced Satellite 500.

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 CCDs procurement of Compact Advanced Satellite 500
- . Contract Period: within 25 months from the Effective Date of Contract
- . Warranty Period: until launch date of Compact Advanced Satellite 500
- . Delivery Term: DAP KARI, INCOTERMS 2010
- . Estimated Budget: USD 6,320,000.00
- . 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”.
- . Bidders shall have knowledge and first-hand experience in the CCD based on earth observation satellite camera similar to the AEISS-C. Bidder shall have at least five years of experience in the above fields.
  - The qualifying statement for above requirements and support materials shall be included in the Proposal. Additional qualifying evidence may be requested to substantiate Bidder's claim during the evaluation.
- . Bidders shall be in possession of all the necessary licenses, in effect as of the Bid Closing Date, required for the development of the CCD as described in this RFP.

### **3. Registration of Intent**

- . Registration: submittal by letter of intent. Additional qualifying evidence may be requested to Bidders after submitting the letter of intent.
- . Bidders shall inform KARI of their intent within seven (7) calendar days from the public notice of Bid. A registration of intent shall be made to the address indicated in RFP by email, post, courier or fax.

### **4. Distribution of RFP documents and Submittal of Proposal**

- . Distribution of RFP documents: by means of email for the registered bidders.
- . 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.
- . Bid currency is USD or EUR.
- . The proposal shall be made in English or Korean

### **5. Bid Closing Date and Time**

- . August 27, 2015 14:00 Korean Local Time

### **6. 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 five (5) percent of total bid value and shall be valid for at least six (6) months.
- . 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 USD or EUR.

## **7. 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

### **. Currency shall be applied to the first Exchange Rate of Korea Exchange Bank on the date of the evaluation for the price.**

## **8. 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.

## **9. 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.

## **10. 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.

## **11. 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.

## **12. 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.

## **13. 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.

#### **14. Property of Proposal**

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

#### **15. 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.

#### **16. Governing Law**

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

#### **17. 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.

#### **18. For further details, please refer to the RFP Documents**

<b>Contractual matters</b>	<b>Technical matters</b>
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