

ORGANIZACIÓN DE ESTADOS IBEROAMERICANOS
OFICINA EN BUENOS AIRES

Ibero-American States Organization for Education, Science and Culture
Office in Buenos Aires



TENDER TERMS AND CONDITIONS

INTERNATIONAL COMPETITIVE BIDDING
OEI BUE LPI 01/2017

TURN-KEY ACQUISITION OF THE ARGENTINA PAVILION IN
“2017 ASTANA EXPO: FUTURE ENERGY”, KAZAKHSTAN
REPUBLIC

Agreement between
OEI and SISTEMA FEDERAL DE MEDIOS Y CONTENIDOS
PÚBLICOS (Federal System of Media and Public Contents)

BUENOS AIRES – MARCH 2017

SISTEMA FEDERAL DE MEDIOS Y CONTENIDOS PÚBLICOS



Argentina.gob.ar

CALL TO BID

Country: Argentina

International Competitive Bidding: Turn-Key Acquisition of the Argentina Pavilion in “2017 ASTANA EXPO: Future Energy”, Kazakhstan Republic

Reference number: OEI BUE LPI 01/2017

1. The Federal System of Media and Public Contents of the Argentine Republic has subscribed a Framework Agreement for Technical Cooperation with the Organization of Ibero-American States for Education, Science and Culture Office in Buenos Aires (OEI), for TURN-KEY ACQUISITION OF THE ARGENTINA PAVILION IN “2017 ASTANA EXPO: FUTURE ENERGY”, KAZAKHSTAN REPUBLIC.
2. The OEI, acting within the framework of the agreement signed with the Federal System of Public Means and Content and in accordance with its procurement and contracting policies, invites to submit offers for the turn-key acquisition to fixed sum, with the characteristics indicated in the technical specifications of the tender document:

Lot	Cantidad	Description	Requirement for Bidders
1	1	Argentina Pavilion in “2017 Astana Expo: Future Energy”, Kazakhstan Republic, Turn-Key Condition, Fixed price	To accomplish all the requirements of Kazakhstan Republic (Note)
Fixed price bidding. The amount to be paid in every respect and for all the provision: american dollars (USD) two million four hundred thousand (2.400.000)			

3. **Note:** The digital Appendix 1 exhibits the requirements to be met by the contractors and the characteristics of the Expo.
4. The deadline for delivery is set out in Annex 2 of the Bidding Documents.
5. Interested parties may consult and request additional information on the bidding documents at the address indicated in point 13 of this section, during the office hours of 09:00 to 13:00, Buenos Aires-Argentina (local time). In addition, the documents may be consulted on the official website of the OEI Argentina where they will be kept public while the bidding process is open (www.oei.org.ar) Interested bidders may obtain a complete set of documents in English or Spanish, requesting them by e-mail to licitaoei@oei.org .
6. The bidding documents must be officially requested by the potential bidders for inclusion into the Bid Registry, which is a requirement for their offer to be considered.
7. Although the list is open to consultation by all interested parties, only those who have registered can participate in the Q & A process and in the tender (see Clause 4.2 of the GLC). In order to register the potential bidder you must send the e-mail indicating all the company identification data, name and documents of the legal guardians and official company e-mail for notifications.
8. When evaluating the Offer, the Purchaser will take into consideration that the offered price includes all applicable taxes and charges in the Republic of Kazakhstan.
9. Bids must be accompanied by a Bid Security. The amount of the guarantee will be at

least ONE PERCENT (1%) of the total value offered.

10. Bidders will be able to quote the provision taking in consideration their financial, manufacturing and / or delivery capacity, considering the deadlines and technical specifications established in the specifications. It must inform it as affidavit (DDJJ).
11. Bidders are obliged to accept modifications or additions to the specifications established in the tender for up to TWENTY PER CENT (20%) of the total charge, which in case of implying a higher cost will be paid additionally
12. Form of Payment: an advance of THIRTY PERCENT (30%) of the total amount of the contract. The rest of the payments will be made within THIRTY (30) days after the Final Reception of each milestone.
13. Eligible interested firms can obtain more information related to this tender and consult the bases in the offices of the

ORGANIZACIÓN DE ESTADOS IBEROAMERICANOS (OEI) - Oficina En Buenos Aires, Argentina -

Paraguay 1510, (1061) - Ciudad Autónoma de Buenos Aires
República Argentina
Teléfono – FAX +54 11 4813-0033 / 34
E-mail: licitaoei@oei.org.ar

14. The deadline for submission of bids is 9:00 am in Buenos Aires (local time) on April 3, 2017 at the offices of the OEI in Argentina at the e-mail address indicated above. Offers received after this date and time will not be accepted.
15. Received offers will be reported at 9:30 am on April 3, 2017 at the offices of the OEI in Argentina, PARAGUAY 1510, Autonomous City of Buenos Aires, Argentina and then immediately sent by electronic mail to the bidders who submitted Offers.

INDEX

GLOSSARY.....	5
A- GENERAL CONDITIONS OF THE CONTRACT (GCC).....	7
B- SPECIAL CONDITIONS OF THE CONTRACT (SCC).....	19
C- EVALUATION AND APPRAISAL CRITERIA.....	25
ANNEX 1 – MODEL CONTRACT.....	26
ANNEX 2 – LIST OF GOOD AND SERVICES – TIMELINE.....	31
ANNEX 3 – TECHNICAL REQUIREMENTS.....	32
ANNEX 4 – STANDARD FORMS.....	42
4.1 STANDARD LETTER TO PRESENTATION OF PROPOSAL.....	42
4.2. PURCHASE ORDER MODEL.....	43
4.3 STANDARD FORM – BANK ACCOUNT.....	44

GLOSSARY

Successful tenderer:	Tenderer that, once selected through the Tender's procedures, will provide the works that are contracted.
SCC:	Special Conditions of the Contract
GCC:	General Conditions of the Contract
Customer:	Federal System of Media and Public Contents (Sistema Federal de Medios y Contenidos Públicos)
Purchaser:	OEI, on behalf and ordered by Federal System of Media and Public Contents (Sistema Federal de Medios y Contenidos Públicos)
DDJJ:	affidavit
Paperless environment:	Unless the presentation of printed information is indispensable, the tenderers / contractors will make their presentations, notifications, data load, etc., by using e-mail with .pdf format files
Days:	They shall be considered calendar days of the date, unless it is clarified that they are working days.
DDL:	Tender documents
Warranty	It is the obligation of the contractor to respond, replacing the affected equipment or services, due to hidden defects in general, as well as defects or design defects in materials, manufacture or resulting labor.
Government	Government of Argentina, unless other specified
OEI:	Organización de Estados Iberoamericanos, para la Educación, la Ciencia y la Cultura
By e-mail:	In these bidding documents, the term "by e-mail" means a communication with proof of receipt to and from licitaoei@oei.org.ar
Definitive reception:	Once the Inspection has been made, with the satisfaction of the Purchaser, the works of the whole milestone will be received by receipt, signing the Final Receipt Act
Complaint:	It is any claim, objection, rejection or other manifestation of disagreement submitted by e-mail by a Bidder during any milestone of the Acquisition process

Final acceptance:	It is the document that creates the Reception Commission after all the works were performed, with the satisfaction of the Purchaser.
RMA:	Acronym used to refer to Return Material Authorization or Return Merchandise Authorization, which is the repair / replacement procedure for defective material.
UTE	Joint Venture

A- GENERAL CONDITIONS OF THE CONTRACT

The underlined clauses of these General Conditions of Contract (GCC) are those that are modified in the Special Conditions of Contract (SCC).

CLAUSE 1. Scope of the Bid. Financing

1.1 OEI (hereinafter referred to as the "Purchaser"), acting on behalf of and order of the Government indicated in the specific conditions (SCC), is willing to receive offers for Turn-key acquisition of the Argentina Pavilion in "2017 Astana Expo: Future Energy", Kazakhstan Republic, as described in this tender document. The name, identification and number of lots are indicated in the SCC.

1.2 The Government represented by the "Entity" (hereinafter referred to as the "Customer") indicated in the SCC has decided to allocate funds from its own resources to make purchases under an agreement signed by OEI and the Government.

CLAUSE 2. Eligible Bidders

2.1 Bidders may not be associated or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which has been contracted by the Purchaser to provide consulting services in respect of the preparation of the design, specifications and other documents that are to be used for the acquisition of the goods and services, components of the project, that are acquired by means of the tender, object of this call.

2.2 Argentina's state-owned enterprises can only participate if they have legal and financial autonomy, operate under commercial laws, and are not a government-dependent agency.

2.3 Employees or public officials at the service of the State may not participate as Bidders, which shall be recorded in affidavit.

CLAUSE 3. Cost of the Presentation to the Tender

3.1 The Bidder shall finance all costs related to the preparation and presentation of its bid, and the Purchaser shall not be liable in any case for such costs, regardless of the modality or result of the bidding process.

CLAUSE 4. Bid documents

4.1 It is the responsibility of the Bidder to examine the General and Specific Conditions, forms and all information contained in the Bidding Documents. The Bidder that submits an offer that does not substantially adjust to them in all its aspects will assume the risk that this entails and the consequence may be the rejection of its offer.

4.2 Any potential Bidder who needs clarification of the bidding documents may request it from the Purchaser by e-mail or fax sent to the address indicated by the Purchaser in the SCC. The Purchaser will respond to the inquiries no earlier than SEVEN (7) days after the deadline for submitting bids indicated in the DDL. The Purchaser will send a copy of its answer (including an explanation of the inquiry but without identifying its origin) to all potential Bidders who have purchased the bidding documents.

4.3 The acquisition of a Bidding Document close to that of the opening of the Bid will not be cause for the acquirer to request a postponement of the Bid, as well as the modification of the period fixed for clarification.

4.4 The Purchaser may, at any time before the deadline for submitting bids, for any reason, on its own initiative or in response to a clarification requested by an interested Bidder, to modify the bidding documents by means of amendments

4.5 All interested Bidders who have purchased the bidding documents will be notified of the amendments by e-mail, amendments that will be mandatory.

4.6 The Purchaser may at its discretion extend the deadline for the submission of bids as a mean to give prospective bidders a reasonable period of time to enable them to take into account the amendments in the preparation of their bids. The extension will be communicated in due time to all potential bidders.

CLAUSE 5. About the presentation of Offers

5.1 The bid that the Bidder prepares must be written in Spanish or English. Correspondence and related documents exchanged by the Bidder and the Purchaser may be in English. Supplementary documents and printed literature provided by the Bidder may be written in another language, provided that they are accompanied by a faithful translation of the relevant paragraphs of such material in the Spanish or English language, in which case the translation will prevail for the purposes of the interpretation of the Offer.

5.2 The bid submitted by the Bidder must include the following documents

- a) The Offer Form, prepared in accordance with clauses 5.3, 5.4 and 5.5 of the General Conditions of Contract (GCC);
- b) Documented evidence, in accordance with clause 6 of the GCC, that the Bidder is eligible to submit a bid and is qualified to execute the Contract in the event that its bid is accepted;
- c) Documented evidence, in accordance with Clause 7 of the GCC that the goods are eligible for the purposes of the tender.
- d) A security of maintenance of the bid, submitted in accordance with Clause 8 of the GCC.
- e) Any other information or document that must be filled or delivered as requested in these GCC and in the SCC.

5.3 The Bidder shall complete the Bid Form and the price list included in the bidding documents, indicating the quantity, prices and country of origin of the goods to be supplied, and a brief description thereof.

5.4 Unless otherwise noted in the bidding documents (DDL), alternative bids will not be considered.

5.5 All lots and items must be listed and listed separately on the Price List Form. If a price list details items but does not quote them, it will be assumed that prices are included in the prices of other items. Likewise, when a lot or article does not appear in the Price List, it will be assumed that it is not included in the offer, and if the offer is considered to be substantially fulfilled, the corresponding adjustments will be applied, in accordance with sub-clauses 12.14 to 12.19 of the GCC.

5.6 Price quoted on the Bid Submission form must be the total price of the Offer, excluding any discounts offered.

5.7 The Bidder shall quote any unconditional discount and indicate its method of application in the Bid Submission form.

5.8 The prices shall be quoted as indicated on each Price List form included in Annex 4. The breakdown of the price components is required for the sole purpose of enabling the Purchaser to compare offers. This will in no way limit Purchaser's right to contract under any of the terms offered. In quoting prices, the Bidder may include transportation costs quoted by acceptable carriers. Likewise, the Bidder may purchase insurance services from any insurer or consolidator authorized by the corresponding agencies.

5.9 The prices indicated in the Price List will be displayed separately in the following manner as indicated in the SCC:

- (a) In the case of goods manufactured in the Purchaser's country and / or previously imported:
- (i) The net unit tax price of the Purchaser's country.
 - (ii) Any sales or other taxes in the country of the Purchaser to be paid on the goods if the Contract is awarded.
 - (iii) Price of inland transportation, insurance and other local costs of delivery of the goods at their final destination, if specified in the CEL and Annexes.
 - (iv) Price of other (related) services, if any, listed in the SCC and Annexes
- (b) In the case of goods coming from abroad, if imported by OEI:
- i) The price of the listed DDU / FCA / CPT goods at the agreed place of destination, in the country of the Purchaser, as specified in the SCC and Annexes.
 - ii) The price of (related) services, if any, listed in the SCC and Annexes.

5.10 The expressions EXW / DDU / DDP / FCA / CPT shall be governed by the standards prescribed in the current edition of Incoterms published by the International Chamber of Commerce, Paris.

5.11 The Bidder shall separate the components of the prices in accordance with sub-clause 5.5 of these SCC solely to provide the Purchaser with a comparison of the bids and in no way shall such a separation limit the Purchaser's right to contract under any of the conditions offered.

5.12 The prices quoted by the Bidder shall remain fixed during the execution of the Contract and shall not be subject to variations for any reason, unless otherwise indicated in the SCC. When the quotation is to be made with fixed prices, an offer presented with readjustment prices will be considered as not responding to the request and, consequently, will be rejected. In case of a specific mention in the SCC, the prices quoted by the Bidder will be resettable during the execution of the Contract, bids in which fixed prices are quoted will not be rejected, and the readjustment of prices will be treated as if it were zero.

5.13 If this is indicated in Section A of the Bidding Documents, the Call for Bids will be for bids for individual contracts (lots) or for combination of contracts (groups). Unless otherwise stated in the SCC, quoted prices shall correspond to 100% of the items indicated in each batch and 100% of the quantities indicated for each item in a lot. Bidders wishing to offer discounts (discounts) for the award of more than one contract must indicate in their offer the discounts applicable to each group, or alternatively, to individual contracts within the group. Discounts shall be submitted in accordance with GCC Sub-Clause 5.7, provided that bids for all lots are presented and opened at the same time.

5.14 Unless otherwise stipulated in the CEL, prices will be quoted:

- a) entirely in the currency of the Country hereafter called the Local Currency; or
- b) in United States Dollars, or
- c) in Euros

5.15 The Bidder shall prepare its offer in original and with the number of copies indicated in the SCC, clearly marking each copy as "ORIGINAL" and "COPY", respectively. In case of discrepancy, the text of the original shall prevail over that of the copies.

5.16 The original and the copy (s) of the bid shall be typed or written in indelible ink and signed by the Bidder or by the person (s) duly authorized to contract the Bidder's obligations on the Bidder's behalf. All pages of the offer, except those containing printed material, that has not been modified, will bear the initials of the person (s) signing the offer.

5.17 Texts between lines, erasures or words superimposed on others will be valid only if they include the initials of the person (s) who signed the offer.

5.18 The Bidder shall furnish the information described in the bid form with respect to commissions or gratuities, if any, paid or payable to agents in connection with this bid and with the performance of the Contract if awarded to the Bidder.

5.19 The Bidder shall place the original and each copy of the Bid in separate envelopes which shall be closed in inviolable form and shall be marked "ORIGINAL" and "COPY", respectively. Then the envelopes will be put in turn in another envelope, which will also be closed inviolably

5.20 The inner envelopes and the outer envelope must:

- a) be addressed to the Purchaser and bear the address indicated in the SCC.
- b) bear the name of the project, the title and number of the Call for Bids indicated in the CEL and the words: "DO NOT OPEN BEFORE THE ...", followed by the time and date specified in the SCC.
- c) Inner envelopes shall also bear the name and address of the Bidder, so that it can be returned unopened if it is declared "late".

5.21 If the outer envelope is not closed and marked in accordance with GCC sub-clause 5.20, the Purchaser shall not assume any liability in case the offer is transferred or opened prematurely.

CLAUSE 6. About Bidders

6.1 In accordance with Sub-Clause 5.2 of the GLC, the Bidder shall submit, as part of its bid, documents proving its eligibility to participate in the bid and its qualifications to execute the Contract if it is awarded.

6.2 The documents submitted by the Bidder for this purpose must prove, to the satisfaction of the Purchaser, that at the time of submitting its bid, the Bidder is eligible as defined in Clause 2 of the GCC.

6.3 The documents submitted by the Bidder to demonstrate that it has the qualifications necessary to execute the Contract in the event that its bid is accepted shall establish, to the satisfaction of the Purchaser, that:

6.3.1 The Bidder, if it offers to provide under the Contract goods which it has not manufactured or otherwise produced, is duly authorized by the manufacturer or producer of the case to supply the goods in question in the Purchaser's country.

6.3.2 The Bidder has the financial, technical and production capacity necessary to execute the Contract.

6.3.3 The Bidder, if it is not commercially established in the Argentine Republic, is or will be (if awarded the Contract) represented in that country by an agent endowed with the capacity and equipment needed for the Supplier to comply with the obligations Maintenance, repairs and spare parts stock that are prescribed in the Conditions of Contract and / or Technical Specifications, and the Bidder meets the qualification requirements listed in the SCC.

CLAUSE 7. About Goods

7.1 In accordance with Sub-Clause 5.2 of the GLC, the Bidder shall submit, as part of its bid, documents establishing eligibility and compliance with the bidding documents for all goods and services to be supplied under the Contract.

7.2 Documents demonstrating the conformity of the goods and services with the bidding documents may consist of printed material, designs and data and must contain:

- a) A detailed description of the essential technical and operational characteristics of the goods;
- b) A complete and detailed list of spare parts, special tools, etc. Including the sources in which they may be obtained and the current prices necessary for the proper and continuous operation of the goods for a period to be specified in the SCC and which shall begin at the time the Purchaser begins to use the goods;
- c) A comment on each of the clauses of the Technical Specifications of the Purchaser that demonstrates that the goods and services substantially comply with those specifications or, instead, a statement of deviations and exceptions with respect to the provisions therein.

7.3 For the purposes of the comment to be made in accordance with sub-clause 7.2 c) above, the Bidder shall keep in mind that the standards of quality of labor, materials and equipment, as well as references to brands or catalog numbers made by the Purchaser in the Technical Specifications are merely descriptive and not restrictive. The Bidder may include in its offer other quality standards, brands and / or catalog numbers, provided that it proves, to the satisfaction of the Purchaser, that the substitutes are substantially equivalent to or higher than those indicated in the Technical Specifications.

7.4 The Successful Tenderer must deliver the goods on the scheduled date in the plan of delivery of goods and services specified in Annex 2 ...

CLAUSE 8. Bid Security

8.1 In accordance with Sub-Clause 5.2 of the GLC, the Bidder shall submit as part of its bid, a Bid Security for the amount specified in the SCC.

8.2 The Bid Security shall be for the amount stipulated in the CEL and denominated in the currency of the Purchaser's country, or in the currency of the bid, and shall:

OEI BUE LPI 01/2017

- a) At the Bidder's choice, consist of a Letter of Credit or a Bank Guarantee issued by a banking institution, or a Bond or Security Policy issued by an insurer or bonding company;
- b) To be issued by an institution authorized by the corresponding authorities, selected by the Bidder in any country. If the institution issuing the guarantee is located outside the country of the Purchaser, the issuing institution must have a financial branch in the Purchaser's country to make the guarantee effective;
- c) Be in agreement with the form of Bid Security or another form approved by the Purchaser before the presentation of the offer;
- d) Be payable on demand at the first written request of the Purchaser in case of having to invoke the conditions detailed in the form mentioned in the previous point and / or in sub-clause 8.6;
- e) be presented in original; Copies will not be accepted;
- f) To remain valid for a period of thirty (30) days after the deadline for the validity of the offers, or for the extended period, if applicable.

8.3 Any offer that is not accompanied by the stipulated guarantee will be rejected by the Purchaser for not complying with the Bidding Documents.

8.4 Bid Securities that are not accepted will be canceled or returned as soon as possible, no later than thirty (30) days after the expiration of the period of validity of bids fixed by the Purchaser.

8.5 The Bid Security of the accepted offer will be canceled as soon as the winning Bidder signs the Contract, and presents the contract performance bond.

8.6 The Bid Security of the offer can be made effective:

- a) If the Bidder withdraws its bid during the period of validity stipulated by him on the bid form, or
- b) If the winning Bidder
 - i. Does not sign the Contract
 - ii. Does not provide the contract performance bond

8.7 The Bid Security of the Offer of a Participating Association or Consortium shall be issued on behalf of the Participating Association or Consortium submitting the offer. If such Association or Consortium has not been legally constituted at the time of submitting the offer, the Bid Security or the Offer Warranty Manifest shall be in the name of all future partners of the Association or Consortium as denominated in the letter of intent to participate as an Association or Consortium.

CLAUSULA 9. Term of Bid Validity

9.1 Bids shall be valid for the period specified in the SCC from the date of opening of the bids prescribed by the Purchaser, in accordance with GCC Sub-Clause 10.1. Any offer with a shorter validity period than the one required will be rejected by the Purchaser for not complying with the bid documents

9.2 In exceptional circumstances, the Purchaser may request the consent of the Bidders to extend the period of validity of their bids. The request and the answers will be in writing or by mail. The maintenance guarantee prescribed in Clause 8 of the GCC shall be extended for the

same period. Bidders may reject this application without the security of their bids being executed. Bidders accessing the extension will not be asked or allowed to modify their bids.

CLAUSULA 10. Submission of Bids

10.1 Bids must be received by the Purchaser at the address indicated in the SCC no later than the time and date indicated in the SCC.

10.2 The Purchaser may, at its discretion, extend the deadline for submitting bids by amending the bidding documents, in which case all rights and obligations of the Purchaser and the Bidders previously subject to the original term shall be subject to the new term.

10.3 Any offer received by the Purchaser after the deadline set by him for receipt shall be rejected and returned to the Bidder unopened.

10.4 The Bidder may modify or withdraw its bid after it has been submitted, provided that the Purchaser receives written notice of the change, including the replacement or withdrawal of the bid, before the deadline for submitting bids expires.

10.5 The notification of modification or withdrawal of the bid will be prepared, closed, marked and sent by the Bidder in accordance with the provisions of clause 5. The notice of withdrawal may also be made by mail, in which case it must be followed by a signed confirmation, issued no later than the deadline for the submission of bids

10.6 Bids can not be changed once the deadline for submission has expired.

10.7 No bid may be withdrawn in the interval between the expiration of the period for submission and the expiration of the period of validity specified by the Bidder in the bid form. The notice of withdrawal of an offer during that interval may result in the Bid Security of the offer becoming effective.

CLAUSE 11. Opening of the Bids

11.1 The Purchaser shall open all bids in the presence of the bidders' representatives who have submitted an offer and who wish to attend, at the time, on the date and in the place specified in the SCC. The representatives of the bidders who attend will sign a register to record their presence.

11.2 Bids will be announced at the opening of bids, bid modifications or withdrawals, bid prices, discounts, the existence or lack of the required guarantee and any other details that the Buyer, at its discretion, consider appropriate to advertise. No bid will be rejected at the opening session, except for late offers, which will not be received or will be returned without opening the Bidder.

11.3 The Purchaser will prepare a Minute of the opening of the offers.

CLAUSE 12. Evaluation of Offers

12.1 In order to facilitate the process of review, evaluation, comparison and post-qualification of bids, Buyer may, at its discretion, request any Bidder to clarify its Bid. No clarification will be given to an offer submitted by Bidders other than in response to a request from the Purchaser. The request for clarification by the Buyer and the response shall be made in writing and may be transmitted by electronic mail. No changes will be made to the prices or the attributes or conditions of the offer, except to confirm corrections of arithmetical errors discovered by the Buyer in the evaluation of the offers

12.2 In order to determine if the bid is substantially in accordance with the Bidding Documents, the Buyer will be based on the content of the Bid itself. An offer that substantially conforms to the Bidding Documents is that which satisfies all terms, conditions and specifications stipulated

in such documents without significant deviations, reservations or omissions. An important deviation, reservation or omission is one that:

- a) materially affects the scope, quality or operation of the Goods and Related Services specified in the Contract; or:
- b) materially limits, contrary to the Bidding Documents, the rights of the Purchaser or the obligations of the Bidder under the Contract; or
- c) a rectification would unfairly affect the competitive position of other Bidders who submit bids that are substantially in line with the Bidding Documents.

12.3 If a bid does not substantially conform to the Bidding Documents, it shall be rejected by the Purchaser and the Bidder may not subsequently adjust it by correcting material deviations, reservations or omissions

12.4 If an offer is substantially in accordance with the Bidding Documents, the Buyer may dispense with any difference or omission where it does not constitute a material deviation.

12.5 When an offer substantially adjusts to the Bidding Documents, the Purchaser may request the Bidder to submit within a reasonable time, information or documentation necessary to rectify any differences or omissions related to non-important documentation requirements. Such omissions may not be related to any aspect of the Offer price. If the Bidder does not comply with the request, its bid may be rejected.

12.6 Provided the offer substantially complies with the Bidding Documents, the Purchaser will correct arithmetic errors as follows:

- (a) If there is a discrepancy between a unit price and the total price obtained by multiplying that unit price by the corresponding quantities, the unit price will prevail and the total price will be corrected. If in Buyer's opinion there is an obvious error in the placement of the decimal point, then the quoted total will prevail and the unit price will be corrected.
- (b) if there is an error in a total that corresponds to the addition or subtraction of subtotals, the subtotals will prevail and the total will be corrected;
- (c) if there is a discrepancy between words and figures, the amount expressed in words shall prevail unless the amount expressed in words corresponds to an arithmetical error, in which case the amounts in figures shall prevail in accordance with paragraphs (a) and B) mentioned.

12.7 If the Bidder submitting the lowest evaluated bid does not accept the correction of the errors, its bid will be rejected and its Bid Security may be effective.

12.8 The Purchaser will examine all bids to confirm that all credentials and technical documentation requested have been provided and will determine if each document submitted is complete.

12.9 The Purchaser will confirm that the following documents and information have been provided with the offer. If any of these documents or information is missing, the offer will be rejected:

- (a) Offer form
- (b) Prices list, and
- (c) Bid Security.

12.10 The Purchaser will examine all bids to confirm that all stipulations and conditions of GCC and SCC have been accepted by the Bidder without major deviations or reservations.

12.11 The Purchaser shall evaluate the technical aspects of the bid submitted regarding the eligibility of Bidders and goods to confirm that all requirements stipulated in the Bidding Documents have been met without any material deviation or reservation.

12.12 If, after examining the terms and conditions and carrying out the technical evaluation, the Purchaser determines that the bid does not substantially conform to the Bidding Documents, the bid will be rejected.

12.13 To make it easier the evaluation and comparison of bids, the Purchaser shall convert all bid prices expressed in the various currencies in which such prices are to be paid to United States dollars (USD) at the fixed seller rate By the Bank of the Argentine Nation in force at the deadline established for the receipt of the offers.

12.14 The Purchaser will compare bids that are determined to be substantially in line with the bidding documents.

12.15 To evaluate the bids, the Purchaser will only use the factors, methodologies and criteria defined in the SCC-Evaluation and Appraisal Criteria. No other criteria or methodology will be allowed.

In evaluating the Offers, the Buyer will consider the following:

- (a) the price quoted in accordance with the SCC;
- (b) the price adjustment for corrections of arithmetic errors in accordance with GCC;
- (c) price adjustment due to discounts offered in accordance with GCC and SCC;
- (d) adjustments due to the application of evaluation factors, methodologies and criteria specified in the SCC.

12.16 In the evaluation of the bids, the Buyer will exclude and will not take in consideration:

- (a) In the case of goods produced in the Purchaser's country or goods of foreign origin that are already in the Purchaser's country, taxes on sales and other similar taxes payable on the goods if the Contract is awarded to the Bidder;
- (b) In the case of goods of foreign origin that are offered from abroad, customs duties and other similar import taxes payable on the goods if the Contract is awarded to the Bidder.

12.17 The comparison will be made between the EXW prices for the goods offered in the Purchaser's country, and those prices will include all costs and duties and taxes paid or payable on components and raw materials that have been incorporated or that are gone to be included in the goods and, in the case of goods offered from abroad, between DDU (Delivered Duty Unpaid) or CFA or CPT prices instead of an agreed destination.

12.18 In evaluating the offer, the Buyer will take into account, in addition to the offered price, the following factors:

- (a) The cost of internal transportation, insurance and other expenses in the Purchaser's country related to the delivery of the goods at the final destination point;
- (b) The delivery plan indicated in the offer;
- (c) The differences between the offered payment plan and the one specified in the Bidding Documents.
- (d) The cost of components, mandatory parts and services;

- (e) Availability in the country of the Buyer of parts and services, after the sale, for the equipment included in the offer;
- (f) Projected costs of operation and maintenance over the life of the equipment;
- (g) The performance and productivity of the equipment offered, and / or
- (h) Other specific criteria indicated in the SCC and / or in the Technical Specifications.

12.19 These Bidding Documents as specified in the SCC will allow Bidders to quote separate prices for one or more lots and will allow the Buyer to award one or more lots to more than one Bidder. The evaluation methodology for determining the lowest evaluated batch combination is detailed in the Evaluation and Appraisal Criteria.

12.20 The buyer may request Bidders to improve prices during the bid evaluation process as specified in the SCC.

CLAUSE 13. Communication with the Purchaser

13.1 No Bidder shall communicate with the Purchaser on any aspect of its bid from the time of opening of the bids to the award of the Contract. If, between the opening of the bid and the award of the Contract, a Bidder wishes to contact the Buyer with respect to any critical issue relating to the bid, it shall do so in writing.

13.2 Any attempt by a Bidder to influence the Purchaser's decisions in the evaluation and comparison of the bids or award of the Contract may result in the rejection of its bid.

CLAUSE 14. Award of Contract

14.1 In cases where there has been no prequalification, the Purchaser shall determine, to its satisfaction, whether or not the Bidder whose bid proves to be the acceptable bid evaluated as the lowest bid is qualified to perform the Contract satisfactorily.

14.2 Bid evaluation shall consider the Bidder's financial, technical and production capacity on the basis of examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, as well as such other information as the Purchaser deems necessary and appropriate.

14.3 Affirmative determination will be a prerequisite for awarding the Contract to the selected Bidder. The negative determination will result in rejection of the Bidder's bid, in which case the Purchaser will consider the next lowest evaluated bid to determine in a similar way the Bidder's ability to satisfactorily perform the Contract.

14.4 The Purchaser shall award the Contract to the Bidder whose bid substantially conforms to the bidding documents and has been evaluated as the lowest, provided in addition that it has been determined that the Bidder is qualified to satisfactorily perform the Contract.

14.5 The Purchaser, at the time the Contract is awarded, reserves the right to increase or reduce, in the percentage indicated in the SCC, the quantity of goods and services originally specified in the Schedule of Goods and Services, without any variation of the Unit price or other terms and conditions.

14.6 The Purchaser reserves the right to accept or reject any offer, as well as the right to cancel the bidding process and reject all bids at any time prior to the award of the Contract, without thereby incurring any liability to the Bidder or the Bidders affected by this decision or the obligation to inform the affected Bidder (s) of the reasons for Buyer's decision.

14.7 The Buyer may declare the bidding void in the following cases:

- a) if none of the offers satisfy the object of the call;

- b) the evidence of lack of competition or collusion between the bidders, or
- c) if all offers far exceed the official budget.

14.8 Before the expiration of the period of validity of the bid, the Purchaser shall notify the bidders in writing of the pre-award of the contract.

14.9 Once the regulatory deadlines have elapsed, the Purchaser will notify the selected Bidder, by registered letter or by fax or e-mail followed by confirmation by registered letter, of the award of the contract.

14.10 By notifying the Successful Tenderer that its bid has been accepted, the Buyer will simultaneously send the Contract form included in the bidding documents, in which all the agreements between the parties will be incorporated.

14.11 The selected Bidder shall have a period of FIFTEEN (15) days, from the date on which it receives the Contract Form, to sign, date and return the Contract to the Buyer.

14.12 After the signing of the contract, the Purchaser will inform the non-selected suppliers in writing and release the respective guarantees of the offers.

14.13 Within fifteen (15) days of notification of the award, the Bidder shall furnish the performance bond in accordance with the terms of the Contract, using the performance guarantee bond included in the bidding documents or other form that the Purchaser deems acceptable.

14.14 If the Performance Bond is provided by the favored Bidder in the form of a Bank Guarantee, it must be issued by a bank located in the contractor's country or a foreign bank through a correspondent bank located in the Purchaser's country.

14.15 If the Performance Bond is to be provided by the Bidder in the form of a Bond, it must be issued by a guarantor that the Bidder has determined and that is acceptable to the Purchaser.

14.16 The fact that the Successful Tenderer does not comply with the provisions of sub-clause 14.13 or sub-clause 14.11 of the GLC shall constitute sufficient cause for the cancellation of the award and to make effective the guarantee of maintenance of the offer, in which case the Buyer may award The Contract to the Bidder whose bid is evaluated as the second lowest, or call for a new tender.

14.17 The Purchaser may suggest a form of payment to facilitate the presentation of the offer as determined in the GCC.

CLAUSE 15. Corruption or fraudulent practices

15.1 Bidders in all OEI tenders are required to observe the highest ethical standards in both the tendering and contracting process and the execution of a contract. The definitions of actions that constitute corruptive practices and which are transcribed below are not exhaustive. For this reason, OEI will act against any similar fact or claim that is considered as corrupt according to the established procedure.

- a) "Bribery". Any act or omission which, by virtue of his office or investiture, is carried out by a public official or who acts in his place, contrary to his duties, and in particular to offer, give, receive or request anything of value that is capable of influencing the decisions during the bidding process or the contracting of consultants or during the execution of the corresponding contract. Included in this definition are acts of the same nature, made by suppliers, contractors or third parties.
- b) "Extortion or coercion". The fact of threatening another with causing to himself or to members of his family, in his person, honor or property, an evil that constitutes a crime, to influence decisions during the process of bidding or contracting

consultants or during execution of the corresponding contract, whether or not the objective was achieved

- c) "Fraud", The misrepresentation of data or facts, in order to influence the process of a tender or the execution phase of the contract, to the detriment of the participants.
- d) "Collusion" Actions between bidders intended to obtain bid prices at artificial, non-competitive levels capable of depriving the Purchaser of the benefits of open and free competition.

15.2 If it is found that a public official, or a person acting in his place, and / or the proposed offeror or successful tenderer in a procurement or contracting process carried out by OEI, has engaged in corrupt or fraudulent practices, OEI may:

- a) to reject any tender of adjudication related to that process; and/or
- b) declare a firm non-eligible to be awarded temporary or permanent future contracts to be an OEI Supplier / Contractor.

CLAUSE 16. About clarifications and protests

16.1 Bidders who require clarification on the outcome of the bidding process or the evaluation of their own bids may request in writing within five (5) business days of the notification of the pre-award, a request for clarification, addressed to the Buyer, who will respond to such requests within a period of no more than ten (10) business days following receipt.

16.2 Only requests for clarification regarding the evaluation of the offer of the offeror will be considered.

16.3 Upon receipt by the Bidder of the responses to your request for clarification, if the Bidder is not satisfied with the response received, then it will have a maximum of FIVE (5) business days to reiterate its request. In case that no notice is received from the Bidder within FIVE (5) business days after the notice of the response by the Buyer, the response shall be deemed accepted and the request for clarification satisfied or the protest withdrawn

16.4 New requests for clarification on the same subject will not be accepted, unless new evidence is submitted to support the requests.

16.5 In case of confirmation of disagreement with the answers received in the first instance, the case will be treated as a formal protest and will be settled in accordance with the procedures indicated in sub-clause 16.7.

16.6 Suppliers who perceive that they have been treated unfairly with respect to the bidding or award may directly submit a protest stating clearly the basis of the bidding and providing the documents / evidence available to the General Secretariat of the OEI in Madrid.

16.7 The General Secretary shall investigate, without intervention of the Office in charge of the Bid, the protest received through sub-clauses 16.5 or 16.6 and shall respond to the supplier within 10 (ten) business days in an appropriate manner.

B- SPECIAL CONDITIONS OF THE CONTRACT (SCC)

The following specific data on the Turn-key procurement will complement, supplement or modify the provisions of the General Conditions of Tender (GCC). In case of conflict, the provisions contained herein shall prevail over those of the GCC.

GCC 1. Scope of the Bid. Financing

GCC 1.1 The Buyer for this Bid is the Ibero-American States Organization for Education, Science and Culture, Office in Buenos Aires (OEI), on behalf and order of the Federal System of Media and Public Contents for the acquisition of the undermentioned work, OEI BUE LPI 01/2017.

Lot	Cantidad	Description	Requirement for Bidders
1	1	Argentina Pavilion in "2017 Astana Expo: Future Energy", Kazakhstan Republic, Turn-Key Condition, Fixed price	To accomplish all the requirements of Kazakhstan Republic (Note)
Fixed price bidding. The amount to be paid in every respect and for all the provision: American dollars (USD) two million four hundred thousand (2.400.000)			

Note: The digital Appendix 1 exhibits the requirements to be met by the contractors and the characteristics of the Expo.

The evaluation methodology to determine the Successful Tenderer is detailed in Section C, Criteria for Evaluation and Appraisal of Bidding Documents (DDL).

GCC 1.2 This project will be financed with resources from the Federal System of Media and Public Content, delivered to OEI for its management under the Framework Agreement signed between both parties.

GCC 2.2 It is only applicable if the state-owned company is qualified to act as contractor in the "2017 Astana Expo: Future Energy", Republic of Kazakhstan

GCC 4.1 The Purchaser will understand that the Bidder carefully reviewed all Bidding documents to decide whether it can meet the technical, commercial and contractual conditions as stipulated.

OEI will also understand that you have analyzed them critically, to see if they contain any ambiguity, omission or contradiction, or any feature that is not clear or that appears discriminatory or restrictive, to enable to formulate the requests for clarification or comment of the case as foreseen in the sub-clause 4.2.

It is the responsibility of the Bidder to indicate any ambiguity, contradiction, omission, etc. Before submitting your offer, to enable to ensure that it meets all the required requirements.

GCC 4.2 For clarification of the offers, the address of the Buyer is: licitaoei@oei.org.ar. Given the urgency of the project, the Bidder may request clarification within the first eight (8) calendar days of the publication of the International Competitive Bidding.

The Buyer will respond in writing to any request for clarification of the bidding documents within FIVE (5) calendar days after the consultation,

Only inquiries from Bidders that have registered with the OEI Office in Buenos Aires indicated in the Call to Bid will be considered. The Purchases has the right not to respond to questions of a different nature.

GCC 4.5 No need to purchase Tender Terms. Any notice must be notified by e-mail to all participants.

GCC 5.2 The bid submitted by the Bidder must be organized in the following folders in separate magnetic files:

- a) Formal
- b) Technical
- c) Commercial

- **FORMAL FOLDER**

It will be composed by the following documentation:

- a. Cover letter of the Offer, according the standard form (Annex 4.1).
- b. Bid Security, submitted in accordance with clause 8 of the GCC.
- c. Certified copy of the respective company statutes and organizational documents. The documents must show that the registered Bidder is the same that submitted the bid. Any difference will be a reason for disqualification.
- d. Certified copy of the current legal power of the signatory of the offer. The signatory must have power to legally bind and / or contract on behalf of the firm.
- e. Certified copy of the audited financial statements of the THREE (3) last closed years.
- f. Documentation showing that it is qualified to act as a contractor at the Expo
- g. Letter of commitment to contract the insurance required by the authorities of the Expo and which are stated in the Technical Specifications.
- h. Affidavit indicating the amount invoiced in the last THREE (3) years of similar works to the object of the tender sold in the public or private sector, national or international. The invoiced amounts, that can be computed, must correspond to items sold that involve works of a similar nature to the object of the tender.
- i. Offers presented by a UTE (Joint-Venture or Consortium), must comply with the following requirements:
 - i) The Offer must contain all the information listed in this section for each member of the UTE.
 - ii) The Offer must be signed by all members of the UTE in a way that constitutes a legal obligation for all partners.
 - iii) All partners of the joint venture shall be jointly and severally liable for compliance with the Contract.
 - iv) One of the partners of the UTE must be designated as a representative and authorized to take responsibility and to receive instructions by and on behalf of any or all members of the UTE.
 - v) The execution of the entire Contract, including payments shall be made

exclusively with the designated partner.

- vi) A copy of the Partnership Agreement or Consortium signed by all the partners or a Letter of Intent should be submitted with the Offer to fill out a UTE Agreement in case of being selected, which must be signed by all the partners and establish joint and several liability for compliance with the Contract.

In case that a company has registered in a personal capacity, and then joins a UTE, such registration may be considered as registered by the UTE.

- a) If the Bidder is an Association or a Transitory Union of Companies - UTE, the requirement established in item e) of this section must be fulfilled by at least ONE (1) of the member companies of the UTE.
- b) Total or partial non-compliance with any of the items listed in the preceding paragraphs will determine that the Bidder is qualified as a NON-ELIGIBLE COMPANY to participate in this Bidding. Full compliance with the preceding paragraphs will determine that the Bidder is qualified as an ELIGIBLE COMPANY and that its offer is evaluated in accordance with the terms defined in the corresponding specifications.

TECHNICAL FOLDER

It will be composed by the following documentation:

- a. Cover Letter including.
 - Full Name of the Bidder.
 - Description of the items of the Turn-Key project.
- b. Technical description of the final project.
- c. Declaration of compliance point by point of the technical requirements of the Bidding Documents. Do not use ambiguous expressions or dubious interpretation as "taken note", etc. It must be clearly stated if it complies with what is required and how it is met, and refer to the folio of the offer where such compliance can be verified.
- d. Technical documentation necessary to verify compliance with the technical requirements of the Bidding Documents.
- e. Delivery Schedules.
- f. Technical Maintenance Service: The Bidder shall submit documentation attesting that it will have infrastructure to cover the technical support and warranty services defined in this bidding document.
- g. All other information or documentation required in the Bidding Documents and / or that the Bidder deems useful and appropriate for the evaluation of its proposal.

- **COMMERCIAL FOLDER**

It will be composed by the following documentation:

- a. Cover letter of the Offer, according standard form (Annex 4.1)
- b. Delivery Schedules, according standard form. (Annex 2)
- c. Any other consideration of an economic - financial nature that the Bidder deems useful and appropriate for the evaluation of its proposal.

GCC 5.3 Not applicable

GCC 5.4 Alternative economic offers will not be accepted as the tender will be defined by technical evaluation criteria.

GCC 5.5 Not applicable

.

GCC 5.6 Not applicable.

GCC 5.7 Not applicable.

GCC 5.9 Not applicable.

GCC 5.11 Not applicable.

GCC 5.12 The quoted price is a fixed amount in US dollars.

GCC 5.13 This tender is for a single Turn-key lot and the Offer must cover all requested aspects.

GCC 5.14 The currency of quotation is United States Dollars. The winning bidder must present the invoice in US dollars. The OEI will pay in US dollars by bank transfer to the account reported in the Annex 4.3

GCC 5.15 Not applicable.

GCC 5.16 Not applicable.

GCC 5.17 Not applicable.

GCC 5.19 Not applicable.

GCC 5.20 The offer must be addressed to:

**ORGANIZACIÓN DE ESTADOS IBEROAMERICANOS (OEI) -
Oficina en Buenos Aires, Argentina -**

Paraguay 1510, (1061) - Ciudad Autónoma de Buenos Aires

República Argentina

Teléfono – FAX +54 11 4813-0033 / 34

E-mail: licitaoei@oei.org.ar

Bids will be properly folded and initialized / signed on each page of the magnetic file.

Offers must be sent by e-mail to a licitaoei@oei.org.ar before mentioned time and date in Call to Bid, paragraph 14.

GCC 5.21 Not applicable

GCC 6.1 OEI may request to send documentation by International Courier if it deems it necessary to verify the documentation

GCC 6.2 It is recommended to include third parties' web pages where the antecedents mentioned in the Offer may be verified.

GCC 6.3 Only Section 6.3.2 is applicable to this tender.

GCC 7.1 All equipment and installations that compound the Turn-key project must comply with all applicable regulations of the Republic of Kazakhstan.

GCC 7.2 Only this GCC applies until the end of clause 7.1

GCC 7.3 Not applicable.

GCC 8.1 The amount of the Bid Security will be ONE PERCENT (1%) of the total value offered.

GCC 8.2 The guarantee will be made in US dollars as follows:

(a) Bank guarantee or irrevocable letter of credit issued by an international bank whose validity exceeds the validity of the offer in thirty (30) days; or

(b) Bond insurance issued by an international insurer whose validity exceeds the validity of the offer in thirty (30) days.

The guarantee must be drawn up in favor of the Organization of Ibero-American States.

The bidding documents do not contain unlimited liability conditions, but the responsibilities for delinquency and non-compliance are clearly delimited. The rest of the responsibilities do not differ from those of the Contractor in any international operation, whether physical injuries, intellectual property violations or others of the habitual operation, reason why a conditioning of the Offer is not acceptable.

GCC 9.1 The period of validity of the offer is THIRTY (30) days from the date of opening of the offers. Any offer shorter than the one requested will be rejected by the Buyer for not complying with the bidding documents.

GCC 9.2 Not applicable.

GCC 10.1 The deadline for submission and receipt of proposals at the OEI office in Buenos Aires, Paraguay 1510, is April 3, 2017 at 9:00 am local time in Buenos Aires.

GCC 10.2 For urgency reasons in the execution of the work there is no possibility to extend the deadline for submission of Bids.

GCC 11.1 The offers will be open at 10:00 AM on April 20th, 2017 at the offices of the OEI in Argentina, PARAGUAY 1510, Autonomous City of Buenos Aires. Remember that it is a predetermined fixed price tender. It is not obligatory to attend the opening of offers. All bidders will be notified by e-mail

GCC 11.2 S lo se anunciar  los datos de los Oferentes ya que la licitaci n es a precio fijo

GCC 12.6 Not applicable.

GCC 12.7 Not applicable.

GCC 12.9 It is not necessary to submit individual price lists.

GCC 12.13 Not applicable.

GCC 12.15 Only the first paragraph of the GCC may be required.

GCC 12.16 GCC 12.17 GCC 12.18 GCC 12.19 GCC 12.20 Since the price is a predetermined fixed sum, the provisions of the general clauses referring to price are not applicable, since the award will be defined using the methodology established in C- CRITERIA OF EVALUATION AND APPRAISAL.

GCC 13.1 Under no circumstances will telephone consultations be accepted with the Purchaser or with representatives of the Government. All queries that are relevant in the spirit of the GLC should be made via e-mail to licitaoei@oei.org.ar.

GCC 14.1 Not applicable.

GCC 14.3 Compliance with the requirements will determine whether the Offer is accepted or not for further evaluation. GCC indications about prices are not applicable to this process.

GCC 14.4 Contrary to what is established in the GCC, in this tender, the Purchaser will award the Contract to the Bidder whose bid is substantially adjusted to the bidding documents and

has been evaluated as the one that has the highest score in accordance with the criteria set forth in C - EVALUATION CRITERIA AND APPRAISAL.

GCC 14.5 Not applicable.

GCC 14.7 14.7 c) not applicable because it has a fixed price.

GCC 14.11 Due to the urgency to start the project, the selected Bidder will have a period of EIGHT (8) days, from the date of receipt of the contract form, to sign, date and return the Contract to the Purchaser.

GCC 14.13 GCC 14.14 GCC 14.15 GCC 14.16 Within fifteen (15) days of receipt of the notice, the successful tenderer shall provide the Purchaser with a Contract Performance Bond in an amount equivalent to FIFTEEN PERCENT (15%) of the value of the Contract.

The Acceptable Performance Bond will be made as follows:

(a) Bank guarantee, or irrevocable letter of credit issued by an international bank whose validity exceeds in THIRTY (30) days the validity of the Contract; or

(b) Bond insurance issued by an international insurer whose validity exceeds the validity of the Contract in THIRTY (30) days.

The guarantee must be expressed in US dollars. Cash will not be accepted as a guarantee of compliance with the Contract.

GCC 14.17 The guarantee must be expressed in US dollars. Cash will not be accepted as a guarantee of compliance with the Contract.

Definitive Reception:

Once the Inspection has been made, with the satisfaction of the Purchaser, as described in the preceding points, the total of the milestone will be received by receipt, signing the Final Receipt Act, resulting in an expedited way to start the Guarantee. Once signed the Act mentioned above, the Successful Tenderer may submit the corresponding invoices, accompanied by a photocopy of the mentioned Act. The invoicing will be made for the total amount that corresponds to the milestone in the delivery schedule.

The contract shall be deemed to have been fulfilled in legal time and form, when the entire project has been received in full satisfaction of the Purchaser and the period corresponding to the required Guarantee has been satisfactorily concluded, without any remaining claims and / or application of pending penalties.

C- EVALUATION AND APPRAISAL CRITERIA

LPI OEI BUE 1-2017 Turn-Key Acquisition of the Argentina Pavilion in “2017 ASTANA EXPO: Future Energy”, Kazakhstan Republic

1	Transmission of the idea of Argentina as a source of genuine natural resources.	10 points
2	Demonstration of the various geographic characteristics of Argentina and its association with energy sources.	10 points
3	Creativity in the demonstration of the contents provided by the Ministry of Energy and Mining of the Nation.	10 points
4	Degree of use of technological resources (3D, 4D, 360®, steam, temperature, etc.) to demonstrate existing technological advances.	10 points
5	Creativity in the demonstration of the aptitude of Buenos Aires-Argentina for the candidacy to the Expo2023.	10 points
6	Provider's experience in international exhibitions and other high concurrence events.	10 points
7	Assessment of logistics and personnel proposal.	10 points
8	Originality of concept for "National Day" event.	10 points
9	Means to emphasize concepts in the relaxation areas.	10 points
10	Degree of inclusion of interactive games, live presentations, simulations that enhance the idea of energy resources and clean energy.	10 points

The evaluation will be done in a comparative way, for each of the characteristics will be assigned 10 points as best at that point, 8 points to the second best, 6 points to the third, 4 points to the fourth, 2 Points to the fifth. None will be rewarded for the rest.

The winner will be the one that sums the most points of the 10 characteristics.

Fixed price bidding. The amount to be paid in every respect and for all the provision: american dollars (USD) two million four hundred thousand (2.400.000).

**ANNEX 1
MODEL OF CONTRACT**

CONTRACT Number _____
OEI BUE LPI 01/2017

Agreement between OEI and Sistema Federal de Medios y Contenidos P blicos

CLAUSE 1. Parte:

A) Purchaser: ORGANIZACI N DE ESTADOS IBEROAMERICANOS PARA LA EDUCACI N, LA CIENCIA Y LA CULTURA, Oficina en Buenos Aires - OEI, an International Organization of Cooperation, whose Legal Representative is Mr. Andr s Delich, DNI N  _____, who in his capacity of Director, acts on behalf and representation of OEI, and according to the Framework Agreement for Technical Cooperation signed with the Sistema Federal de Medios y Contenidos P blicos

B) Contractor: _____, li wil be from no won: "The Contractor".

CLAUSE 2. Object: Provision of _____, in accordance with the technical characteristics established in the Bidding Documents and the proposal submitted by the contractor, which form part of this contract, under the conditions established in this contract.

CLAUSE 3. Contract Period: The contract will have a contract period of _____ days d as counted from its signature.

CLAUSE 4. Amount and form of payment: The amount of this contract is for a total of American Dollars (USD) _____, to be paid as follows: _____ PERCENT (___%) of the total amount, subject to the lodging of a security of the sum advanced. The remaining payments will be done within THIRTY (30) days after the Definitive Reception of the designed milestones of the Project.

CLAUSE 5. Payment Requirements: For each of the payments, the CONTRACTOR must send:
1. Copy of the Final Receipt Act or the Final Acceptance Act for the last milestone.
2. Invoice of the milestone.
If the CONTRACTOR chooses to be paid by bank transfer, he has to submit the form in Annex 4.3 - Affidavit - Bank Account.

CLAUSE 6. Supervision: The supervision of the contract will be performed by the Sistema Federal de Medios y Contenidos P blicos.

CLAUSE 7. Guarantees: The Contractor shall constitute all the policies indicated in the Bidding Documents.

CLAUSE 8. Contractor's Obligations: They are:
1. To comply fully with the object of the contract.
2. To be responsible for the quality and operation of the goods and services supplied and / or installed.

3. To make available the works in the place indicated by the one in charge of exercising the supervision of the contract in the agreed terms and conditions, which will be communicated by the OEI in each Purchase Order.
4. To meet the requirements that the contract supervisor makes in this regard, tending to a correct execution of it.
5. To inform in writing, in due time to the OEI, about the inconveniences that affect the development of the same.
6. Reports any subject which will be required.
7. Do not use the official name, emblem or seal of the OEI, or of the Federal System of Media and Public Contents for advertising or any other purpose.
8. Maintain the professional reserve on the information that is provided for the development of the object of the contract.
9. Others inherent to the development of the object of this Contract.

CLAUSE 9. OEI's Obligations: OEI is responsible to:

1. Pay the Contractor the agreed value in the agreed conditions, provided that the funds are received from the Federal System of Public Means and Contents.
2. Verify the contract performance.

CLAUSE 10. Exclusion of labor relations: The parties declare that the CONTRACTOR acts independently in all orders, therefore the personnel required for the fulfillment of this Contract is their exclusive responsibility, both salary and service, so that the OEI is released from any obligation on salaries, benefits or indemnities to which, for any reason, the personnel in charge of the CONTRACTOR may be entitled. With full freedom of judgment, having been fully informed of the conditions under which the contract activities will be carried out, the contractor declares that it is not considered, for any purpose, to be governed by an employment contract, or as an OEI official, nor the statute and regulations of the OEI staff shall apply. Neither will he be considered an official of the Entity.

CLAUSE 11. Assignment of the contract-Subcontracts: THE CONTRACTOR may not assign the Contract in whole or in part, without written authorization from the OEI. The Supplier shall notify the Purchaser in writing of any subcontracts it awards under the Contract, if it has not specified them in its offer. Such notice, whether included in the offer or made subsequently, shall not relieve the Supplier from any of his responsibilities or obligations under the Contract.

CLAUSE 12. Patent Rights: The Supplier will indemnify the Purchaser in case of claims of third parties related to infringements of patent, trademark or industrial design rights as a result of the use of the goods or part of them in the country of Government.

CLAUSE 13. Inspection and Testing: The Purchaser or its representative shall have the right to inspect the goods and services and / or to test them, without additional cost, to verify their conformity with the specifications of the Contract. The Purchaser shall notify the Supplier in writing in a timely manner of the identity of any designated representative for these purposes. If the goods inspected or tested do not conform to the specifications, the Purchaser may reject them and the Supplier shall, without charge to the Purchaser, replace them or make all the necessary modifications so that they comply with the specifications

CLAUSE 14. Warranties

1. The Contractor further warrants that all goods and facilities supplied under the Contract shall be free from defects resulting from the design, materials or workmanship or from any act or

omission of the Supplier which may be manifested during the normal use of the goods in the conditions prevailing in the country of final destination.

2. The Contractor must comply with the technical support services and maintenance and / or warranty as stated in the Bidding Documents.

3. If the Contractor, after having been notified of any claim, does not remedy the defect (s) within the period stipulated in the DDL, the Purchaser may take the necessary measures to correct the situation, at the Contractor's expense and risk and without prejudice to the other rights which the Purchaser may have with respect to the Contractor under the Contract.

CLAUSE 15. Contractor Delays

If, at any time during the performance of the Contract, the Contractor or its subcontractor (s) is in a situation that prevents timely delivery, the Supplier shall promptly notify the Purchaser in writing of the delay, duration (s). Purchaser shall, as soon as possible after receiving the notice, assess the situation and may, in its discretion, extend the term of the supply, with or without liquidation of damages, in which case the extension will be ratified by the parties through amendment of the Contract. Delays by the Contractor in the performance of its obligations relating to deliveries, the Contractor may be subject to the liquidation of damages, unless the Contractor and the Purchaser agree to an extension.

Fines for delay: Due to delays in the delivery of goods and/or services, a fine equivalent to ONE PERCENT (1%) of the total value of the defaulted party will be applied, for every FIVE (5) calendar days of delay or fraction greater than TWO (2) days. The Contractor may request, for a single time, the extension of the period of performance of the benefit before the expiration of the same, stating the reasons for the delay. The Purchaser reserves the right to grant or not the requested extension. The extension of the term will only be admissible when there are duly justified causes and the needs of the Purchaser admit the satisfaction of the out-of-term benefit. The non-compliances in which they are incurred will be cumulative up to a maximum of TEN PER CENT (10%) of the total amount of contracting of the corresponding line, cap from which the contract can be resolved.

Fines for non-compliance with the Technical Support and Maintenance Service or Warranty Service: Due to the delay in the terms stipulated in the Technical Specifications herein, as applicable, for compliance with Technical Support and Maintenance and Warranty Service services, will apply a fine equivalent to ONE PERCENT (1%) of the total value of the property contracted, for each DAY (1) that is past due. The execution of the guarantees or the initiation of the actions aimed at obtaining the collection of the same, will take place without prejudice to the application of the corresponding fines or of the actions that are exercised to obtain the integral compensation of the damages, that the breaches have caused.

CLAUSE 16. Liquidation for damages: If the Contractor does not supply the goods and/or services, in whole or in part, within the time limits specified in the Contract in accordance with the Bidding Documents and the Bid, the Purchaser, without prejudice to other remedies, shall be entitled to deduct from the price of the Contract, by way of liquidation of damages, a sum equivalent to FIVE PERCENT per day, until delivery of goods and/or services takes place. Once the total value of the delivery has been reached, the Purchaser may consider terminating the Contract. With respect to the other goods, the Purchaser may choose between the following: (a) that any part of the goods or services be completed and delivered under the conditions of the Contract, and / or (b) that the rest be canceled and the Contractor shall be paid an agreed sum for the partially completed goods and services and for the materials and spare parts previously purchased by the Contractor.

Clause 15 shall apply to cases of delay with subsequent performance within the total term of the contract. Clause 16 shall apply to cases of unresolved non-compliance within the term of the contract. There will be no double penalty, depending on the case the default or non-compliance will apply.

CLAUSE 17. Early termination of the contract: This contract may be terminated early in any of the following events: 1. By mutual agreement. 2. For breach of any of the obligations borne by the contractor, certified by the person in charge of exercising supervision. 3. Death of the contractor or dissolution of the legal entity. 4. Due to the impossibility of fulfilling the object of the contract or termination of the agreement from which this contract is derived, by written communication from the OEI.

CLAUSE 18. Settlement of disputes: To find a solution to any claim, debating issue or controversy that may arise in the execution of this Contract or in relation to it, or in case of any breach of this Agreement, proceed as follows:

1. Notification: The aggrieved party shall immediately notify the other party in writing of the nature of the alleged claim, debating issue or controversy no later than seven (7) days after becoming aware of its existence.

2. Consultation: Upon receipt of the notification provided for in the preceding paragraph, the representatives of the Parties shall begin consultations with a view to reaching a friendly settlement of the claim, questionable dispute or controversy without interruption of performance of the contract.

3. Conciliation and Arbitration: The parties shall endeavor to agree on a reasonable solution. In case that the representatives of the Parties are not able to achieve a friendly settlement, doubts or disputes regarding the interpretation or application of this contract shall be submitted to an Arbitration Committee at the request of either party. Each party shall, within thirty (30) days, appoint an arbitrator at its cost and appoint a third arbitrator by mutual agreement between the parties, whose cost shall be assumed in equal parts. Among them, one will be elected, who will preside over the Committee. The decision of the Arbitration Committee shall be final and unquestionable and the parties shall be bound to comply.

CLAUSE 19. Compliance with the laws and regulations: Contractors shall comply with the Convention relating to International Exhibitions signed in Paris on November 22, 1928, as supplemented and amended, the General Regulations and Special Regulations of the Exhibition, the relevant legislation of the Republic of Kazakhstan, and the supplementary guidelines and instructions issued by the Organizer of the Exhibition, which shall be in accordance with the General Regulations and the Special Regulation.

CLAUSE 20. Communications and Contractual Address: Any request or communication to be made by the parties under this Contract shall be made in writing at the addresses established by the parties.

CLAUSE 21. Settlement: This Contract shall be deemed to have been settled, once the total value thereof has been canceled, with the certification of compliance issued by the Supervisor, whereby the parties declare their agreement in all respects.

CLAUSE 22. Privileges and immunities of the OEI: The agreements established in this contract, or those related to it, may not be taken as a waiver of any of the privileges and immunities enjoyed by the OEI, which are specific to intergovernmental organizations.

CLAUSE 23. Others: The parties also agree as follows: 1) The documents attached to this contract will be considered an integral part of the contract, such as: tender documents and contractor bid. 2) The mutual rights and obligations will be those stipulated in this document and any modification thereof shall be in writing. 3) The contractor undertakes to comply with all fiscal, parafiscal, labor and social security obligations, established by the applicable laws, related to this contract.

CLAUSE 24. Contract modifications: any variation or modification of the terms of the contract shall only be effected by duly substantiated amendment signed by the parties.

CLAUSE 25. Formalization: This contract requires for the formalization of:

- a) Parties signatures
- b) lodging of the Performance Bond by the Contractor.

Two (2) copies of the same tenor are signed and to a single effect in the Autonomous City of Buenos Aires the _____

Contractor Signature _____

OEI Signature _____

Printed Name: _____

ID. Document: _____

SEAL

Special Address in:

Special Address en:

ANNEX 2

LIST OF GOOD AND SERVICES - TIMELINE

1.1 LIST OF GOODS AND SERVICES

Turn-Key Acquisition of the Argentina Pavilion in “2017 ASTANA EXPO: Future Energy”, Kazakhstan Republic.

The bidder must provide a detailed list of all elements referred to in the proposal.

The list must include at least:

- Design plans.
- Design sketches.
- Multimedia equipment.
- Museological and any other display tool.
- Office equipment.
- Minimum number of staff proposed.

1.2 TIMELINE

The successful tenderer can by exception provided by the organizer present the work plans and diagrams required step by step.

The construction work must be completed before **April 30, 2017**, and the complete installation of the pavilion must be completed before **May 26, 2017**.

The dismantling of the pavilion and adaptation of the property to be conditioned as received should be done not before **September 20, 2017**, and until **December 15, 2017**.

ANNEX 3 TECHNICAL REQUIREMENTS

ARTICLE Nº 1 TECHNICAL REQUIREMENTS

The technical specifications have been distinguished with the legend "minimum", and "specify" for the case in which the specification refers to a requirement of information that must be delivered by the Bidder.

1.1 INTRODUCTION

The Federal Media and Public Contents in behalf of the Government of the Republic of Argentina subscribed a contract with Astana Expo 2017 National Company Joint Stock Company in order to participate in the EXPO 2017 “Future Energy” fair.

The event will take place at Astana, capital city of the Republic of Kazakhstan between the 10th of June 2017 and 10th of September 2017.

The exhibition Organizer has assigned a space of 682 m2 on a lower level and 262 m2 on an upper level which is located at the C4.4 sector, in order to construct and install a National Pavilion. Technical information regarding plans, location, structure and images of the allocated space may be found in “Digital Appendix 1 and Digital Appendix 2”.

1.2 REQUIREMENTS

The object of purchase of this call to bid is a Turn-Key Acquisition of the Argentina Pavilion in “2017 Astana EXPO: Future Energy” and should include at least the following:

- A) Preliminary design of the Pavilion.
- B) Approval process of the Pavilion design.
- C) Pavilion construction.
- D) Pavilion maintenance.
- E) Pavilion cleaning.
- F) Pavilion security.
- G) Logistics, operations and integral handling of the pavilion.
- H) Pavilion dismantling.

A) Preliminary design of the Pavilion:

The concept to be transmitted is a journey divided into stages of non-abrupt transition that must incorporate at least the following themes and sectors:

Sector 1 Entry: Tourism and Nature (With an emphasis on genuine the resource of clean energy generation)

Sector 2: Developments in the energy field.

Sector 3: Buenos Aires-Argentina candidacy for the 2023 EXPO.

Sector 4: Promotion and relax.

Sector 5: Offices and meeting room.

Sector 1 Tourism and Nature:

For this sector and only as illustrative mode 4D or 360° projection should be used to showcase the vast and extensive tourism offer of Argentina in an immersive way, emphasizing the nature aspects. Therefore, making a transition towards the use of natural resources as clean energy sources.

At least, Sector 1 should consider the incorporation of the following Argentinian regions: Litoral (for example Iguazú falls), Patagonia, Norte, Cuyo, Córdoba and Buenos Aires.

For more information and/or resources for the design proposal go to www.argentina.travel.

Sector 2 Developments in the energy field:

In this sector, various audiovisual media, interactive games, tactile and/or scale models can be used to convey the concept of Argentina's commitment to making use of its abundant natural resources for the generation of clean energies and responsible exploitation of the traditional ones. Under this premise, it should be aligned with the main theme of the pavilion of "Creative Energy".

Bidders will be able to find more information regarding some of the current implementations and projects to incorporate into their design presentation at www.minem.gob.ar/www/833/25681/energia.html

and

www.minem.gob.ar/www/833/25413/renovar-programa-de-energias-renovables.html.

Sector 3 Buenos Aires-Argentina candidacy for the 2023 EXPO:

The sector must show the world the potential of Argentina and Buenos Aires in particular to host EXPO 2023. For designing the preliminary proposal for this sector, bidders can find more information and references on the candidacy in "Digital Appendix 3" and "Digital Appendix 4"

Sector 4 Promotion and relax:

It should reflect a relaxed atmosphere with armchairs in which the contractor shall install an exhibitor that will provide additional promotional material and merchandise. Merchandising will be carried out by the contractor and bidders must submit proposals for merchandise in the offer. At least 350,000 merchandising units must be provided.

Sector 5 Offices and meeting room:

The offices and meeting room should be fully equipped so that the staff assigned to the pavilion can perform the tasks efficiently. The equipment should include furniture, decoration, office supplies and computer equipment, among others. Additionally, the contractor must provide equipment for at least 2 people of the Argentine delegation to carry out their tasks. The location of offices and meeting rooms should be on the first floor (upper level).

The proposal must include plan, and the description and minimum quantities of equipment to be supplied.

Description of visitor experience:

It all begins with the natural wealth of Argentina, for example the Falls and all its power, the wind of Patagonia and the North Sun; and its human, cultural, scientific and social wealth, which finally begins to take advantage of its own resources to generate renewable, clean energy and with its own technology. All this allows us to show the world a country that is moving towards the recovery of its energy sovereignty under a new sustainable model. In addition to that, it continues to rely on traditional resources that begin to be exploited in a responsible manner, such as Vaca Muerta, the second largest oil and gas reserve in the world. This tour leads us to meet with Argentine society and its positive features, and that will lead us to the candidacy of Expo2023 and its theme; The Creative Industries in Digital Convergence and the sub-themes Multimedia and electronic Art, Graphic design, industrial, architecture, Domotics, Hardware and transmedia contents. The farewell of the pavilion will be with a space of relaxation, with a strong representation of Nature and culture, for example, it could be a circular space in which surround images and sounds. On-site there must be available promotional material and a blunt message: "Argentina awaits you"

The proposal is to generate a stand with different "climates" not referring to the temperature, but to the settings and perceptions. A country of powerful nature, abundant natural resources, water, wind, sun, uranium and oil among others, and with innovative and creative talent.

For example, the route of the pavilion could begin with a 4D virtual transit next to the Iguazu Falls, then to the Patagonia, and the rest of the Argentinian regions, the Sun, the mountain and the power of the sea. From there, interactive postcards of Argentines enjoying the landscapes and their culture, their music, their style, their scientists, their achievements, renewable energies, new ventures (like the solar hot water tank) should be displayed. This tour brings us back to the social and cultural life of the Argentines, their passion for culture, public events, art, sports and to the bid to host the Expo 2023. This leads up to the last farewell space for handing out brochures, and a meeting space for conversations with delegations from other countries, and so on.

General considerations for the design of the Sectors:

The premises and characteristics of equipment and museological tools are described only as examples and are minimal requirements. The bidders may present superior alternatives in all aspects since they will evaluate both by technical and the creative aspects.

The proposal must include all minimum elements to be used in the exhibition. These elements may be owned by the contractor or leased without distinction.

Contents:

Bidders may use their own content, from third parties with prior authorization of use or the resources mentioned in the tender for the assembly of the design proposal. The final content for the exhibition will be provided by the Federal Media and Public Content System and any content shown on the exhibit must be approved by the buyer.

B) Approval process of the Pavilion design:

The winner of the bid will be designated before the EXPO 2017 as the responsible of presenting the design and construction proposal to the members of the organization.

Minimum requirements requested by EXPO 2017 for approval of Pavilion design:

- The Official Participant's Pavilion architectural plan (the plan showing the layout of rooms, entrances and exits including escape exits, process equipment, exhibit, furniture etc.);
- Axonometry;
- Pavilion's ceiling plan with lighting equipment;
- Pavilion's floor plan with explanatory legend of finishing;
- Sketch of Pavilion's interior color scheme;
- Sketch of Pavilion's exterior color scheme;
- Pavilion's façade and interior designs;
- List of materials and equipment planned to be used in the Pavilion;
- Data on electric power consumption (load) for the Pavilion with breakdown by consumers;
- Plans, diagrams of water supply, water disposal, power supply, electric lighting and task light, heating, ventilation and air conditioning systems, information telecommunications, security systems etc.;
- Information on planned logistics and spacing of Pavilion's visitors flow;
- Pavilion's construction Schedule;
- Timetable of dismantling and removal of Pavilion's materials from the Facility.

The presentation must comply the terms established in the Participation Guide "Appendix 1".

C) Pavilion Construction:

The successful tenderer will be responsible for the construction and assembly process of the pavilion. The construction and assembly must comply with all norms and parameters established in the Participation Guide "Digital Appendix 1".

"Digital Appendix 2" may contain additional information regarding plans, location and images.

General requirements and pavilion finishing materials:

Exhibition premises will be handed over to the Official Participants with shell & core fit-out for interior construction and installation. Here, fireproofing coating of metal framing will be ensured. Materials being used by the Official Participants for their Pavilion including exposition displays shall be of high quality, durable, efficient, easily installable, and energy saving.

Finishing materials shall comply with the requirements of relevant standards and codes of design, construction and fire safety by aesthetic properties, environmental compatibility, fire resistance, and reliability.

The following points of importance are listed in the Participation Guide “Digital Appendix 1” and must be completed by the successful tenderer:

Recommended finishing materials. - Article 3.1.1, page 249.

Prohibited finishing materials. - Article 3.12, page 249.

Requirements for the Pavilion´s facade. - Article 3.2, pages 249 to 251.

Requirements for the Pavilion´s interior walls. - Article 3.3, page 251.

Requirements for Pavilion´s signboards on facade and outside walls. - Article 3.4, pages 253 to 257.

Requirements for ceilings. - Article 3.5, page 257.

Requirements for floors. - Article 3.6, page 258.

Requirements for the structure. - Article 3.7, page 258.

Requirements for interior decoration. - Article 3.8, page 258.

Requirements for Pavilion Layout. - Article 3.9, page 259.

Requirements for doors and openings. - Article 3.10, page 259.

Power supply and lighting system. - Article 4.1, pages 260 to 264.

Process equipment. - Article 4.2, page 265.

Low current system and burglar alarm. - Article 4.3, pages 265 to 268.

Water supply and sewage system. - Article 4.4, pages 269 to 274.

Heating, ventilation and air conditioning. - Article 4.5, pages 271 to 275.

Specifications and requirements for electrical systems. - Article 5.1, page 277.

Placement of equipment. - Article 5.1.1, page 277.

Air ducts. - Article 5.1.2, page 277.

Plumbing fixtures. - Article 5.1.3, page 277.

Isolation valves. - Article 5.1.4, page 277.

Electric water heaters. - Article 5.1.5, page 277.

Pipeline for condensate removal - Article 5.1.6, page 277.

Access doors. - Article 5.1.7, page 277.

Power supply parameters. - Article 5.2.1, page 278.

Wiring techniques. - Article 5.2.2, page 278.

Requirements for electrical equipment - Article 5.2.3, page 278.

Pavilion´s automation system. - Article 5.3.1, page 278.

- Automatic fire alarm. - Article 5.3.2, page 278.
- Access control system. Article 5.3.3, page 278.
- Warning and evacuating system. - Article 5.3.4, page 279.
- Burglar alarm system. - Article 5.3.5, page 279.
- Video surveillance system. - Article 5.3.6, page 279.
- Telecommunications system. - Article 5.3.7, page 279.
- Requirements for construction. - Article 6.1, page 279.
- Works to be performed. - Article 6.2, page 280.
- Manpower and materials. - Article 6.3, page 280.
- Admission to works. - Article 6.3.1, page 280.
- Official representatives. - Article 6.3.2, page 281.
- Procedure of construction and installation performance and acceptance - Article 6.3.3, page 281.
- Requirements for contractor. - Article 6.3.4, page 282.
- Fire and safety. - Article 6.4.1, page 283.
- Welding operations. - Article 6.4.2.
- Procedure of obtaining welding permits. - Article 6.4.3, page 283.
- Prior to welding operations. - Article 6.4.4, page 283.
- Completion of welding operations. - Article 6.4.5, page 284.
- Procedures and rules prescribed by the exhibition organizer. - Article 6.5, page 684.
- Area acceptance certificate for design and construction Works. - Article 6.6, page 284.
- Supervision of construction. - Article 6.7, page 285.
- Construction operations related to exhibition organizer facility structure integrity and safety. - Article 6.8, page 285.
- Supervision of Works by the exhibition organizer. - Article 6.9, page 285.
- Agenda of pre-construction meeting. - Article 6.10, pages 285 and 286.
- Time of operations. - Article 6.11, pages 286.
- Access to official participant's pavilion during Works on official participant's pavilion outfitting. - Article 6.12, page 286.
- Safekeeping the official participant's property in idle time. - Article 6.13, pages 287 and 288.
- Situations when the official participant or contractors are obliged to send notification to the technical office. - Article 6.14, page 288.
- Material's disposal. - Article 6.15, page 288.
- Delivery of cargo. - Article 6.16, page 289.
- Works on the exhibition organizer's facility roof. - Article 6.17, page 289.
- Connection to the exhibition organizer's facility's permanent utility and other systems. - Article 6.18, page 289.
- Cleaning and garbage removal. - Article 6.19, page 290.

Protection of people and property. - Article 6.20, pages 290 and 291.

The contracting is done turn-key, therefore the solution must be integral and every time the Participation Guide indicates that the "Official Participant" must carry out the works and payment of services must be understood that the successful tenderer will be in charge of doing so.

D) Pavilion maintenance.

The successful tenderer will be in charge of performing any maintenance work to ensure the proper functioning of the pavilion and must carry out periodic inspections to ensure that the exhibit is fully operational. Inspections should cover all aspects of the pavilion, from audiovisual media, projections, luminaires, air conditioning, heating, telecommunications and security services. Any irregularity or damage that prevents the correct operation of the exhibit that arises during the course of Expo 2017 must be corrected by the successful tenderer. Exemptions will be granted in cases of force majeure or possible interruptions of services provided by EXPO 2017. In case of interruption of EXPO services, the successful tenderer must immediately notify the EXPO 2017 authorities and the designated responsible person of the Argentinian delegation.

Electricity, heating, air conditioning, telecommunications and any other services necessary for the correct operation of the pavilion that was provided by EXPO 2017 or by third parties must be paid by the successful tenderer.

E) Pavilion cleaning.

The contractor must include the personnel and cleaning elements necessary to maintain order and cleanliness of the pavilion from the beginning of the work until the end of EXPO 2017 including the period of dismantling of the pavilion. For this purpose, bidders must take into account the number of visitors (estimated in the participation guide), the square meters, operating hours and any other factor that may influence the cleaning conditions of the pavilion. The minimum estimate of the personnel assigned to carry out the tasks should be specified in the tender.

G) Logistics, operations and integral handling of the pavilion.

The successful tenderer must include in the offer all the necessary personnel for the daily operation of the pavilion in addition to the aforementioned maintenance and cleaning. The offer must include bilingual staff for orientation, reception and farewell of visitors, trained security personnel with criminal background checks, Spanish / Russian simultaneous translation services staff, staff for protocol and VIP's reception, technicians to solve problems of the exhibit and a general manager with authority over all the employees even if they are of subcontracted companies. The successful tenderer must also consider the organization of events, such as the "National Day" among others and must present in the offer a "National Day" proposal that complies with the guidelines established in "Digital Appendix 6" Guidelines for the National Day. The minimum estimate of the personnel assigned to carry out the tasks should be specified in the tender.

H) Pavilion dismantling.

The dismantling of the pavilion will be in charge of the successful tenderer must be fulfilled between the days of September 20, 2017, and December 15, 2017, in compliance with the rules for dismantling in the Participation Guide “Digital Appendix 1”

Dismantling shall only be performed by experienced personnel using professional tools and observing safety requirements during dismantling operations.

Elements of the wall, partition etc. being demolished shall be prevented from falling onto the floor.

Dismantling works related to utility systems and lines shall be performed by core-competence employees.

Personal protective equipment (gloves, face mask, helmet where necessary) must be used. The Official Participant shall ensure the compulsory availability of the following:

- Fire extinguisher at the Facility;
- Waste containers for garbage removal (by hand or vehicle).

The Exhibition Organizer's floor shall be covered on the routes of construction garbage removal.

Lifts may not be used for the removal of construction garbage.

Weakening of the Exhibition Organizer's Facility framing and building envelope must be avoided.

Utility and process equipment (plumbing, electrical etc.) may only be dismantled by skilled experts. In case of an accident, its cause must be immediately eliminated where possible.

Dismantling of utility systems and lines linked to the Facility utility systems must be carried out in the presence of the Exhibition Organizer.

In the dismantling of sand cement screeds, the use of pneumatic hammers perpendicular to the floor plane shall be avoided, otherwise the probability arises of damage to floor heating.

Insurances, permits and licencies:

The successful tenderer must contract at least the following insurance, as established in the participation guide.

- Work accident insurance duties
- Third party liability insurance
- Vehicle owners' civil liability insurance
- Employee health insurance
- Insurance of goods and assets of the Participant and the Organizer
- Legal liability insurance
- Construction and assembly insurance

All the mentioned insurance are minimum requirements and must be contracted by the supplier before starting any work and must be in force until the completion of the works of disassembly in the corresponding cases.

All employees provided by the contractor must have the corresponding insurance, in case of being subcontracted, they must verify that the insurance is in force.

The contractor must process all permits and licenses required by both the organizer and those required by the legislation of the Government of the Republic of Kazakhstan.

The costs of insurance, licenses, permits and any other type of technical or legal requirement will be paid by the successful tenderer.

Any procedure inherent in any of the above-mentioned subjects will be carried out by the supplier and only the person responsible for the Argentine delegation will intervene when requested by the organizer or another entity of the Republic of Kazakhstan.

The successful tenderer will be the responsible for any compensation, fine or cost associated with the lack of insurance, permits, and licenses. Criminal, civil and commercial implication will be handled by the successful tenderer.

Payment method and stages:

Stage 1, Contract Signature.

The successful tenderer will receive a financial advance of 30% of the total amount to begin the work.

Stage 2, completion of the pavilion.

At the end of the construction, installation, and verification of the correct operation, and logistics prior to the start of the EXPO 2017, an act of acceptance will be signed allowing the successful tenderer to submit an invoice for 40% of the total amount.

Stage 3, completion of activities and pavilion dismantling.

Once the dismantling tasks of the pavilion have been concluded and with the final acceptance of the organizer EXPO 2017, the final acceptance act will be signed, and will allow the successful tenderer to submit an invoice for the remaining 30%.

ANNEX 4 STANDARD FORMS

4.1 STANDARD LETTER TO PRESENTATION OF PROPOSAL

(City and Date)

To
**ORGANIZACIÓN DE ESTADOS IBEROAMERICANOS (OEI) - Oficina en Buenos Aires,
Argentina -**
Paraguay 1510, (1061) - Ciudad Autónoma de Buenos Aires, República Argentina

REFERENCE INTERNATIONAL COMPETITIVE BIDDING OEI BUE LPI 01/2017 – Turn-key acquisition of the Argentina Pavilion in “2017 Astana Expo: Future Energy”, Kazakhstan Republic.

Dear Sir/s:

After examining the bidding documents and their amendments as proof of full knowledge and acknowledging receipt, we hereby accept all the conditions governing the present acquisition, for which the undersigned offer to provide and deliver [brief description of the project] in accordance with said documents, for the sum of [total amount of the bid in words and figures).

If our offer is accepted, we undertake to initiate deliveries of goods in accordance with the plan specified in the List of Goods and Services and Timeline.

The Offer will bind us and may be accepted at any time before the expiration of said term.

This Offer, together with your written acceptance included in the award notice, shall constitute a valid Contract until a formal Contract is prepared and signed.

We understand that you are not required to accept the lowest offer or any other offer you receive.

Dated: of de 20..

[Signature] [as ^{Legal representative, President, or any entitled to sign}]

Duly authorized to sign the bid for and on behalf of

4.2 PURCHASE ORDER MODEL

PURCHASE ORDER Nº XX
Agreement between OEI and Federal Media and Public Contents System
OEI BUE LPI 01/2017
CONTRACT XX

Buenos Aires, _____

Buyer: Ibero-American States Organization for Education, Science and Culture.

Contractor:
 Fiscal identification:
 Place of Delivery: Astana, Kazajistán.

Description	Quantity	Price per unit*	Total*
Turn-key acquisition of the Argentina pavilion in “2017 Astana Expo: Future Energy”, Kazakhstan Republic	1	USD 2.400.000	USD 2.400.000

* Fixed price bidding.

Shall be billed to:
 Organización de Estados Iberoamericanos
 Fiscal identification: CUIT Nº 30-69115712-8

.....
 Comprador

.....
 Proveedor

4.3 AFFIDAVIT – BANKING ACCOUNT

COMPANY NAME: _____

ADDRESS: _____

CITY: _____ POSTAL CODE: _____ COUNTRY: _____

TELEPHONE: (COUNTRY PREFIX, CITY PREFIX, NUMBER) _____

E-MAIL: _____

BANKING ACCOUNT FOR BANK TRANSFERS:

ACCOUNT HOLDER: _____

BANK: _____ BRANCH: _____

TYPE OF ACCOUNT: _____ NUMBER: _____

NUMERO DE RUTA ABA: _____ SWIFT: _____

HEREBY WE AUTHORIZE TO OEI (ORGANIZACIÓN DE ESTADOS IBEROAMERICANOS) TO DISBURSE PAYMENTS CORRESPONDING TO CONTRACT NR _____, BY BANK TRANSFER TO THE ABOVE MENTIONED ACCOUNT.

SIGNATURE LEGAL REPRESENTATIVE: _____

PRINTED NAME: _____

AS PRESIDENT, CEO OR OTHER _____

ID TYPE AND NUMBER: _____

DATE: _____