

## INSTRUCTIONS TO TENDERERS ST-22501631

### 1. Introduction

The International Civil Aviation Organization (ICAO), a specialized Agency of the United Nations with Headquarters located at 999 Robert-Bourassa Boulevard, Montreal, Quebec, Canada, H3C 5H7, intends to select, on behalf of the future CRV Users, the best and final offer for **delivering, on a turnkey basis, safe, secure and reliable transportation network services of the Common Regional Virtual Private Network (CRV) of Asia/Pacific Region envisaged in the ICAO CNS/ATM concept.**

### 2. Basis of tender

A tenderer shall not submit a proposal as a prime or joint venture and be included in another team as a sub-consultant or part of another consortium.

The tender document, to be submitted through the ICAO tendering website, must comprise the following:

a) Commercial offer with validity period, including the Completed Annex b – Price Schedule which is in a spreadsheet format.

The tenderers may propose in their commercial offer incentives on pricing for encouraging an increased uptake of services and an increased number of Participants (CRV Users). This should be reflected in the price schedule by adding columns (keeping the same format though as the original column) or by filling more price schedules accordingly. In the latter case, the price schedule should clearly stipulate which option the schedule corresponds to.

The Price schedule shall include detailed prices for all sites, and indicate separately taxes and import duties on all goods and/or services imported .

Notes:

- All prices shall be stated in US dollars.
- Local taxes shall be applied through the individual service contract.
- Concerning the price of Core Services Usage: the Tenderers shall fill in the schedule assuming that all applications as per matrices of flow have transitioned to CRV for all States/Administrations and that the SLA in the column title is met.
- Any item requested as part of the core services should be included in the total price and not be placed as an optional item. Optional items should only be proposed/offered as a separate item to what is requested.

- Detailed Instructions for Price Schedule (refer to spreadsheet Att. I - Annex b- Price Schedule):

- Schedule Price.1 Declaring subcontractors

If the "last mile" network infrastructure is not owned, name the "last mile" subcontractor in this column for the corresponding site.

- Schedule Price.2 Declaring subcontractors

Declare here any other subcontractor contributing (if any) to the provision of services in the corresponding site.

- Schedule Price.3 Site survey

Indicate here if the Tenderer would like a site survey for the specific site.

Note: The Tenderers shall consider that due to local restrictions some site surveys may not be feasible within the allocated timeframe.

#### **NID (Network Interface Device)**

- Schedule Price.4 NID Monthly price for Managed NID

Indicate here the monthly price in USD that you will charge for managing your NID in the corresponding site. Note that the NID may consist of one (1) or more physical devices (router) based on the SLA. The price given shall include all physical devices. It corresponds to the provision of CORE SERVICES and does NOT include devices provided with additional gateway services. This latter is covered by Schedule Price.11.

#### **DEDICATED ACCESS TO CORE SERVICES**

- Schedule Price.5 Terrestrial/VSAT

Indicate here if the type of dedicated access offered is Terrestrial and/or VSAT.

- Schedule Price.6 One-off Installation Fee

Indicate here the One-off Installation Fee for creating the dedicated access in the corresponding site. Note that the dedicated access can consist of 1 or more physical lines (for example: one main and one backup, with dissimilarity – terrestrial and VSAT, terrestrial and VPN over internet) based on the SLA. The price given shall include all physical lines.

The price shall be given for all the following bandwidths in the corresponding columns:

64 k, 128 k, 256 k, 512 k, 1024 k, 2048 k, 4096k, and 8192k.

- Schedule Price.7 Monthly price for dedicated access

Indicate here the monthly price in USD for dedicated access in the corresponding site. The price given shall include all physical lines and shall be inclusive of all prices. In particular it shall include prices charged by a local/national telecommunication service provider.

The price shall be given for all the following bandwidths in the corresponding columns. Note that the access can consist of 1 or more physical lines (for example: one main and one backup, with dissimilarity – terrestrial and VSAT, terrestrial and VPN over internet) based on the SLA:

64 k, 128 k, 256 k, 512 k, 1024 k, 2048k and additional 2048 k.

- Schedule Price.8 One-off price associated with customer initiated changes

Indicate here the One-off price in USD associated with customer initiated changes: upgrade or downgrade of dedicated access bandwidth.

### **CORE SERVICES USAGE**

- Schedule Price.9 CORE SERVICES USAGE

Concerning the core services usage: the Tenderers shall fill in the schedule indicating here the monthly price in USD for the different bandwidths corresponding to each SLA in the corresponding site.

### **TRAINING**

- Schedule Price.10

Indicate here the price in USD of the training package:

- On-site initial training package: 2 days training, 10 people maximum, indicate the price for 2 options:
  - Hosted by Contractor
  - Not hosted by Contractor
- On-line tutored initial training package: 2 days training, 10 people maximum, tutored session from a remote place, access through Internet
- On-site refresh training package: 1 day training, 10 people maximum, indicate the price for 2 options:
  - Hosted by Contractor
  - Not hosted by Contractor
- On-line tutored refresh training package: 1 day training, 10 people maximum, tutored session from a remote place, access through Internet.

### **ADDITIONAL SERVICES**

- Schedule Price.11 Managed gateway

Indicate here the monthly price in USD of an additional managed gateway installed in the corresponding site. Note that the gateway may consist of 1 or more physical routers based on the SLA. The price given includes all physical devices.

Monthly additional price for interfaces: Indicate here the monthly price in USD of an additional interface:

- E1 interface
- E&M interface
- FXS interface
- FXO interface
- Ethernet Interface

### **OPTIONAL SERVICES**

- Schedule Price.12 Authentication service based on a PKI

Indicate here the monthly price in USD of an authentication service based on a cooperative public key infrastructure (PKI) including IPsec for IPv4 and IPv6 and digital certificates management for public IP links between ANSPs.

Notes:

- If the price is a price independent on the number of sites then group the cells of the column
- if this option is not offered by a Tenderer then “Not provided” shall be indicated

- Schedule Price.13 Customer Service Desk proficiency in aviation applications

Indicate here the monthly price in USD of having the Customer Service Desk addressing the CRV matters with staff proficient in aviation applications, knowledge of business recovery processes and knowledge of safety implications of disruption to the CRV.

The price given comes in addition to the price for core services which already includes the price of Customer Support Services.

Notes:

- If the price is a price independent on the number of sites then group the cells of the column
- if this option is not offered by a Tenderer then “Not provided” shall be indicated

- Schedule Price.14 Dedicated NOC (Network Operations Center)

Indicate here the monthly price in USD of a dedicated NOC designed for aeronautical purpose specifically located preferably in category 3 or less seismic zone with redundant infrastructure in another seismic zone.

The price given comes in addition to the price for core services which already includes the price of Customer Support Services.

Notes:

- If the price is a price independent on the number of sites then group the cells of the column
- if this option is not offered by a Tenderer then “Not provided” should be indicated
- Schedule Price.15 Remarks

Include here any remark as needed.

b) Completed Annex c- Case study for the purpose of financial comparison of proposals.

This includes 2 cases, as follows:

Case 1. All States and interregional connections, and identified options: it is built to be representative enough and use many combinations of Prices from the Price Schedule, including most optional services. It has to be filled in by the Tenderers with the prices extracted from the Price Schedule. 300 points are allocated to this scenario.

Case 2. States/Administrations with poorer terrestrial connectivity. In accordance with the cost-benefit analysis. 100 points are allocated to this scenario.

Based on the 2 subtotals, a total cost is then calculated that will be used in the evaluation process to compare the financial proposals (total of 400 points).

Notes:

- This study case is not a purchase order. Its purpose is to be a study case to compare the different financial proposals.
- All prices are in USD and shall be the same as in the price schedule.
- It is assumed that there is no adjustment of prices over 10 years for the sake of simplicity.
- Certain cells include formulas. These formulas shall not be changed.

c) Completed Annex d- Safety schedule, where the 6 columns E, G, I, K, L and M are to be completed.

When the preliminary safety study was performed, options were envisioned regarding the capability for the tenderer to provide a design likely to satisfy on its own the safety objectives of the operational hazards. This capability, based on the fault prevention, accommodation and tolerance properties of their proposed design, shall be assessed by the tenderers and substantiated to CRV Users in the tenderers’ proposal.

As a result of this assessment, each CRV User will know how far satisfaction assurance of safety objectives can be supported by the tenderers design or if the tenderers design is to be purposely augmented with CRV-independent mitigation means at CRV User level.

Notes:

- Column E: Tenderers shall indicate in this column which quantitative requirement on staff they think they can achieve regarding the requirement in column F, and as a mitigation of operational hazard in column B. Such requirements are typically met by the means of proper training on procedures and equipment.

- Column G: Tenderers shall indicate in this column which quantitative requirement on procedures they think they can achieve regarding the requirement in column H, and as a mitigation of operational hazard in column B. Such requirements are typically met by the means of proper design of procedures concerning installation/configuration/fault/escalation etc. (cross check for sensitive operations, etc.) and proper implementation (periodic/random checks etc.)
- Column I: Tenderers shall indicate in this column which quantitative requirement on their design they think they can meet regarding the requirement in column J, and as a mitigation of operational hazard in column B.
- Column K: Tenderers shall indicate in this column how they plan to meet the qualitative requirements for CSP-HUM (refer to column F, as a mitigation of operational hazard in column B)
- Column L: Tenderers shall indicate in this column how they plan to meet the qualitative requirements for CSP-PROC (refer to column H, as a mitigation of operational hazard in column B)
- Column M: Tenderers shall indicate in this column how they plan to meet the qualitative requirements for CSP-SERV (refer to column J, as a mitigation of operational hazard in column B)

d) Completed Annex e- Data Flow & Restriction Matrix schedule

The Tenderers shall state in said schedule what are the countries where restrictions apply (such as embargo), and could affect their operations: their own procurement of hardware, software, firmware, their installation, their acceptance, their use or more generally, any activity including the delivery of network services.

Notes:

- In the Green cells, a Tenderer shall record the indicative Country to Country data restriction For example: no direct IPSEC VPN, no inter country connectivity allowed, etc.
- For no country to country connectivity, a Tenderer shall format the cell colour to Pink and insert N.
- For restricted country to country connectivity, the Tenderer shall format the cell colour to Mustard and insert R.
- For no restriction, the Tenderer shall leave the cell in green colour.
- Orange cells with a Y reflect current data flows. Please note that in the CRV data could interflow between any countries.
- For any restrictions, please indicate them in the table “Reasons” below the main table.

In any case where restriction may apply, the tenderers shall provide alternative solutions and explain how they will overcome the issues to allow complete operation in all countries.

e) Statement of compliance shall be submitted by the Tenderers that they comply with the Individual Service Contract Template as provided in Attachment I - Annex f.

f) Completed attachment II (Terms of Reference for Procurement of CRV Services in Asia Pacific Region) along with all annexes including clearly indicated compliance, partial compliance or non-compliance.

Please note that all offers shall be accompanied by a correctly completed compliance statement indicating in the right hand column of the specification, compliance (C), partial compliance (PC) or non-compliance (NC).

In case of partial compliance, the Contractor shall clearly state which part(s) of the requirement can and which part(s) cannot be satisfied.

If compliance is indicated, any further references, statements, comments or notes, will not waive the liability of the tenderer on the stated compliance.

Lack of such definitive indication for any requirement may invalidate the offer.

Additionally the offer shall be supported by adequate technical documentation including data sheets, manufacturers specifications, performance sheets, illustrations, etc., so that a complete and detailed analysis of the equipment or service can be made. The attachment of brochures and supporting literature does not relieve the tenderer of the obligations to fully complete the compliance statement of the specification. The tenderer shall also justify compliance with indication where in their supporting document, compliance is proven.

g) Detailed technical response with technical documentation (including details of warranties offered, details of all other services offered including support, technical site assistance, etc.);

**The detailed technical response shall absolutely comply with the structure below.** Non-compliance may lead to the elimination of the proposal.

All material relevant to the compliance with the requirements shall be included in the Detailed technical response in the relevant chapter.

REQUIREMENTS	COMPLIANCE STATEMENT
<p><b><u>1 - Corporate Experience and Capability</u></b></p> <p><u>1.1 Relevant experience on similar assignments (number of years and number of similar projects)</u></p> <p>The Tenderers shall submit at least three (3) letters of reference with the contact names of different customers with similar projects in different locations to enable verification of the level of compliance and quality of the equipment and services previously provided.</p> <p>ICAO or the CRV Users may contact or visit such customers to check the accuracy of the information submitted.</p> <p><u>1.2 Customer references / Client Portfolio</u></p> <p>The Tenderers shall include a list of customers to whom it has supplied and installed, during the last five (5) years, networks similar to those offered in its technical proposal and that are currently in operation. The list shall contain the names, addresses and references of customers that can be contacted. At least three similar references (during the last five years) shall be provided. Additional experience will be considered positively in the evaluation.</p>	

1.3 General Organizational Capability (i.e. structure of the company, size of the firm, strength of the project management, etc.) and specific organization with CRV: interface to CRV Members and to CRV-OG

A detailed description of the firm's organization and outline of recent experience on similar projects. For each assignment, the outline should indicate, as a minimum, the profiles of the staff, duration of the assignment and period of start/completion, contract amount and firm's involvement. A minimum of three similar assignments shall be provided. Additional experience will be considered positively in the evaluation.

Should the Tenderers team up with other firms, whether in association or as a subcontractor, each firm will present its organization and capabilities.

The tenderers shall also provide here the company information as requested in point 13.

1.4 Quality Assurance System

The Tenderers shall describe and provide evidence of their Quality Assurance System in place, and how these process will be enforced in the CRV programme and operations. Additional relevant quality assurance systems will be considered positively in the evaluation.

1.5 Certifications

The Tenderers shall describe and provide evidence of their certifications relating to CRV procurement (ITIL, manufacturers' certifications, etc.) and how they will benefit the CRV operations.

**2 - Proposed Work Plan and Approach**

2.1 Overview of work plan and approach

The Tenderers shall provide the main programmatic steps they will take to ensure the successful design of the CRV network system and required telecommunications.

The Tenderers shall define the methodologies and process that would be used in the design of a solution and how they will iterate with the CRV Pioneer States to build and validate a final design.

The Tenderers will present estimates of the total staff input (professional, technical and support staff) needed to carry out the assignment, supported by bar chart diagrams showing the time proposed for each professional staff team member for each activity and respective cost.

## 2.2 Contract and billing management

The Tenderers shall confirm that it will be the prime contractor if it is selected as the recommended contractor.

The Tenderers shall provide a draft Contract Management Plan (CMP). The CMP shall detail how the Tenderer as the main Contractor will manage and control the individual service contracts:

- a) between the in-Country Contractor and the CRV User,
- b) between the main Contractor and the CRV User,
- c) between the main Contractor and CRV-OG,
- d) between the main Contractor and the in-Country Contractor.

The Tenderers shall describe in detail their proposed method of contracting each of the participants for the proposed core CRV service and the optional services installed at each of the Participants Sites.

In relation to the Data Flow & Restriction Matrix schedule, for the countries where restrictions apply, the Tenderers shall explicit in the draft Contract Management Plan how they will operate.

The Tenderers shall include in the draft CMP how the Contractor will request price adjustments and enforce them.

The Tenderers shall confirm in the CMP that, as the contractor, if awarded, will:

- a) take full responsibility for the response and any supply of the requirement,
- b) be the sole point of contact with the CRV-OG,
- c) be responsible for subcontractors performance in accordance with conditions of the common provisions and individual service contracts signed.

The Tenderers shall provide details in the CMP for each proposed subcontractor, in the case that the Tenderers will not be the contracting party “in country.”

In the draft CMP, the Tenderers shall provide details of which parts of the requirement the Tenderers will be involved in supplying and which parts of the requirement each subcontractor will be involved in supplying.

The Tenderers shall provide a draft billing management plan, which details how the Tenderers as the main Contractor, will manage and control the Billing of the CRV services. The provision shall include but not be limited to:

- a) how the main Contractor will bill each participant,
- b) how the main Contractor will manage non-payment,
- c) Options for how the bills will be delivered,
- d) A schedule of pricing for the services offered for the duration of the contract,
- e) How the main Contractor will manage penalties as discounts.

The Tenderers shall develop a draft dispute resolution plan, which details the process the Tenderers as the main Contractor will deal with disputes:

- a) between the in-Country Contractor and the CRV User,
- b) between the main Contractor and the CRV User,
- c) between the main Contractor and CRV-OG,
- d) between the main Contractor and the in-Country Contractor (if any).

### 2.3 Implementation management and implementation schedule

The Tenderers shall describe the typical timeframes to implement processes described in response to the requirements set forth in the Terms of Reference (TOR).

The Tenderers shall provide an early high level milestone schedule of events and key decision points for the program based on the case study (Annex C of Att. I, only for case 1).

The tenderers shall detail which realistic assumptions were made to build the early high level milestone schedule based on the case study (Annex C of Att. I, only for case 1).

The Tenderers shall demonstrate how they will support the different flows for CRV services and their evolution with their design (scalability of the design).

### 2.4 Performance management

The tenderers shall explain their performance management processes.

The Tenderers shall submit a sample of a performance management report.

### 2.5 Safety management and contingency plan

The tenderers shall explain their experience and methodology to develop a safety case, and detail the process that will be applied in the CRV project in the draft Safety Management Plan.

## **3 - Skill and Experience of Personnel**

### 3.1 Qualification of technical resources in the network design

The Tenderer shall provide detailed résumés (CV) of key staff involved in CRV technical matters.

Key information shall include number of years of experience and number of years working in the firm, degree of responsibility held in various assignments, and specific involvement in similar projects.

The Tenderers shall demonstrate that the level of quality of its personnel is commensurate to the installation, commissioning and maintenance of the systems and services to be supplied and installed.

Staff shall have at least 5 years experience and shall have participated in two similar projects. Additional experience (number of years and/or projects will be considered positively in the evaluation).

3.2 Qualification of project management resources (CV, PMP certification or equivalent, languages, etc.)

The Tenderers shall provide detailed résumés (CV) of key staff involved in project management. Only one curriculum vitae (CV) shall be proposed for each of the key positions proposed.

Key information shall include number of years of experience and number of years working in the firm, degree of responsibility held in various assignments, and specific involvement in similar projects.

Staff shall have at least 7 years experience and shall have participated in three similar projects. Additional experience (number of years and/or projects will be considered positively in the evaluation).

The Tenderers shall demonstrate that the level of quality of its personnel is commensurate to the installation, commissioning and maintenance of the systems and services to be supplied and installed.

Project Team and Organization. The Tenderers are asked to identify the required staff to complete the assignment. The Tenderers will present the list of the proposed staff team by specialty, the tasks assigned to each team member and their timing, their responsibilities within the project and the organizational chart.

3.3 Service Desk / Network operating center: organization, experience, resources

The Tenderers shall propose a draft customer support service plan, which documents the Tenderers' approach to provide service continuity and service restoration.

The Tenderers are asked to demonstrate how they will ensure the effectiveness of the service desk.

The tenderers shall indicate which processes and Key Performance Indicators are already in place in their organization.

The Tenderers will indicate which processes and Key Performance Indicators they plan to enforce in this project. The processes and KPI shall address the performance of the network, diagnostic and resolution of issues, hotline response time, etc.

The Tenderers shall describe their service desk including hours of contact, methods of contact, fault management, fault update guidelines, problem severities and national and international escalation processes.

#### 3.4 Option: Service Desk / Network operating center: proficiency in aviation applications, business recovery processes and safety

The Tenderers shall describe how they will ensure proficiency of the staff in aviation applications, business recovery processes and safety.

#### 3.5 Optional Service: dedicated Network operating center is offered

The Tenderers shall describe how they will set up and manage a dedicated Network operating center meeting the TOR requirements.

### **4 - Technical response**

Overall, the draft plans required from the tenderers in this tender are as follows:

- System Engineering plan (SEP)
- System Design Document (SDD)
- Installation and Transition Plan (ITP)
- Validation Plan (for site acceptance)
- Safety management plan (SMP)
- Security Management Plan
- Training Plan
- Customer Support Service Plan
- Contingency plan
- Dispute Resolution Plan (DRP)
- Contract Management Plan (CMP)
- Billing Management Plan (BMP).

#### 4.1 Network design and user's interface

The Tenderers shall provide a draft System Engineering plan (SEP). The SEP shall describe the Contractor's strategy, plans and methodologies for safely designing the CRV, and options.

The Tenderers shall provide a draft ITP (Installation and Transition Plan). The ITP shall describe the Contractor's strategy, plans and methodologies for safely installing and transitioning to the CRV, and manage the migration of applications.

The Tenderers shall propose a process and an associated checklist to go through for the draft ITP. The Tenderers shall list their typical site requirements (installation, power, remote logical access, etc.), and detail if they vary in accordance with the service level agreement (committed performance).

The Tenderers shall provide a draft SDD (System Design Document): the Tenderers shall propose a design in their proposal that is able to meet all requirements, including the safety requirements. They may propose an early proof of concept.

The Tenderers shall indicate which of the optional requirements are met.

The Tenderers shall provide a first draft of all relevant ICD complying with the IRS (Interface Requirement Sheet).

The Tenderers shall propose an example of a sample testing report made on another similar contract.

The Tenderers shall obtain all information related to local conditions and include any related cost and/or time delay in their proposal.

#### 4.2 Configuration management

The Tenderers shall describe their change management and notification process for services impacted by their planned network maintenance.

The Tenderers shall describe their process for managing the customer-initiated changes.

#### 4.3 Fault management

The Tenderers shall describe their fault resolution and reporting process, taking into account that tickets shall have a unique reference number shared between the Contractor and CRV Users and that tickets may be created by the CRV Users or by the Contractor.

Multiple Parties with different service levels may be involved in a single fault, the Tenderers shall describe how to handle faults with different service levels subscribed by the parties.

#### 4.4 Security management

The tenderers shall detail in the draft security policy how they protect data directly associated with the CRV from unauthorized disclosure, modification, or deletion and protect CRV services and resources from unauthorized use and denial of service.

The Tenderers shall develop a draft security management plan, which describes the Contractor's strategy, methodologies and processes for meeting the security requirements of the CRV.

4.5 Monitoring and reporting

The tenderers shall detail the monitoring and reporting process that would apply in CRV operations.

4.6 Training

The tenderers shall detail how they will deliver on-site and online training.

4.7 Additional voice/data gateway service.

The tenderers shall detail how the gateway services will be provided.

- h) Country of manufacture or assembly of the equipment and proposed method of shipment;
- i) Your company's local representation in CRV User's States and Administrations and the level of after-sales services, spares, etc., which will be provided; alternatively, the nearest location where such services may be obtained. Kindly submit complete contact information, i.e. name, address, telephone, facsimile, e mail addresses, etc.
- j) Your Supplier eligibility declaration duly signed and dated (refer to the last point of this document).

**All tender documents must be submitted through the ICAO tendering website at <http://www.icao.int/procurement/>.** In addition, two hard copies of the technical information only must also be sent to the offices below (one for each office) by courier or express mail before the closing date and time. Packages should not be sent to any other address or to any named individual.

a)

International Civil Aviation Organization  
SEALED TENDER ST-22501631  
Receiving shipping A.126  
999 Robert-Bourassa Boulevard  
Montreal, Quebec, Canada, H3C 5H7  
ICAO Loading Dock Tel.: + 1 514 9548219, Ext.: 8209 (Mr. Fabio Mawack)

b)

International Civil Aviation Organization  
Asia and Pacific (APAC) Office  
SEALED TENDER ST-22501631  
252/1 Vibhavadi Rangsit Road  
Chatuchak  
Bangkok 10900  
Thailand  
T: (+66-2) 537 8189 Ext. 155  
F: (+66-2) 537 8199

A label must appear on the sealed package in conformity with the label at Attachment IV of the tender documentation.

Pricing or financial information provided directly to any recipient other than the website indicated above, will automatically disqualify the supplier for the tender as such action compromises the integrity of the Sealed Tender process.

In cases where the tender is being air freighted from abroad, arrangements should be made by the tenderer to clear customs and deliver the documentation to ICAO. ICAO is not responsible for customs clearance nor delivery of tenderers' submissions. In case of discrepancies, the offer sent through the ICAO tendering website shall prevail.

### **3. Pricing and payment**

Prices, to be submitted through the ICAO tendering website only, for the provision of all equipment and services as per Attachment II, inclusive of all applicable costs, shall be firm and binding and shall be stated in US dollars. The tenderer warrants that the prices and terms set forth in this tender are as low and as favorable as those offered to the tenderer's most favored customer for like equipment and/or services under comparable conditions.

**Payment is usually effected after satisfactory commissioning of equipment/services net 30 days after receipt of correct invoice and certification of satisfactory completion.**

**Advance payment is not normally made.** However, should a down-payment be required, you must be prepared to provide a bank guarantee (advance payment guarantee) which would be used to secure any advance payments in accordance with the sample text and format of guarantee which would be acceptable to the CRV Country / ICAO, as shown hereunder. Cost of such bank guarantee should be included in your quotation.

<p><b>BANK GUARANTEE</b> (Advance Payment Guarantee)</p>
<p>You concluded a Contract No. _____ with Messrs. _____ on _____ for the supply of _____ at a price of _____. According to the terms of the Contract, you will make an advance payment of _____ to Messrs. _____. As a security for the possible claim for the refund of the advance payment, in the event that the merchandise and/or services is not delivered and commissioned in conformity with the terms of the contract, an indemnity by a bank shall be furnished.</p>
<p>At the request of Messrs. _____, we, the _____, hereby irrevocably undertake to refund to you on your first demand, irrespective of the validity of the effects of the above-mentioned Contract and waiving all rights of objection and defence arising from said Contract, the advance payment in the amount of _____ upon receipt of your written and duly signed request for payment and your written confirmation that Messrs. _____, have failed to deliver and commission the ordered merchandise and/or services or not delivered and commissioned such merchandise and/or services as specified in the above-mentioned Contract.</p>
<p>It expires, however, on _____ in full and automatically, if your written request for payment and your written confirmation are not in our possession on or before that date.</p>
<p>This Bank Guarantee enters into force only after receipt by us of the advance payment in favour of Messrs. _____.</p>
<p>This undertaking shall be interpreted in accordance with the laws of the Province of Quebec, Canada, place of arbitration is Montreal (to be adapted depending on the CRV country).</p>

Please note that such a bank guarantee must be confirmed by a first class bank.

An amount up to 10% of the contract value (either in cash or through extension of any guarantee(s) which may be in place), will be withheld following satisfactory completion of commissioning during the warranty period as a performance bond for the procured equipment/system. Cost of such bank guarantee should also be included in your quotation.

#### **4. Closing dates**

Queries regarding this tender will be accepted up to 19 November 2015.

Site surveys can be conducted until 12 November 2015.

The tender price and documents as described in article 2 must be entered in the system by 16:00 Montreal time on 1 December 2015. Please refer to ICAO tendering website for instructions and guidelines as to how to upload the information.

Other relevant dates for the procurement process are provided below **for information only**, and may be changed:

<b>Task Name</b>	<b>Start (mm/dd/yy)</b>	<b>Finish (mm/dd/yy)</b>
1 Publication of the request for Sealed Tender		
2 Submission of questions by the Tenderers	Publication date	11/19/15
3 ICAO last response to questions		11/26/15
4 Site surveys (for those needed by Tenderers)	Publication date	11/12/15
5 Latest Submission of site survey questions by tenderers		11/19/15
6 ICAO last response to site survey questions		11/26/15
7 Deadline for the submission of proposals		12/1/15
8 Evaluation: clarifications provided by the Tenderers	12/1/15	3/3/16
9 Invitation to Face-to-Face presentations		4/14/16
10 Face-to-Face presentations	5/9/16	5/10/16

Note that the objective of the Face-to-Face presentations is to obtain final clarifications on the proposals. Face-to-face presentations will take place only if needed.

## **5. Validity of tender**

The tender must be valid for a minimum of ten (10) years from the closing date of this tender.

## **6. Site visit**

As detailed in the TOR (attachment II), site surveys can be organized prior to submission of the tender.

However considering the number of sites and potential tenderers and local restrictions on some sites, the tenderers shall consider that some site surveys may not be feasible within the allocated timeframe.

It is not considered useful that the Tenderer conducts a survey on a site where only a NID has to be installed and terrestrial access line(s) commissioned. The site survey may be needed where VSAT should be installed. Priority will be granted accordingly.

During the site survey, the tenderers will familiarize themselves with all site particulars, including existing equipment to be interfaced with, site layout and characteristics of site components. The tenderer shall be responsible for determining the scope of works to be carried out. It shall be the responsibility of the Contractor to correct at its own cost any deficiency in the supply of equipment and/or services caused by insufficiency or incorrectness of its tender.

The procedures to the Tenderers for the site surveys are as follows:

- Send a formal request to the CNS Officer for the Asia/Pacific Regional Office, Mr Frederic Lecat, e-mail: apac@icao.int, cc: flecat@icao.int and pfrai@icao.int, with an anticipation of 28 days for the required coordination with the CRV User Authority,
- If authorized, the Tenderer shall proceed to the site survey in the date and time indicated by the ICAO Bangkok Regional Office.
- If the Tenderer fails to comply with the survey in the exact date, the ICAO Regional Office will cancel the visit and the Tenderers will not have the right to claim any new schedule.
- The Tenderer will provide all of the instruments and tools deemed necessary for the site survey.

Neither CRV Users, nor ICAO will be responsible or pay any expense or loss, which may be incurred by the tenderer in the preparation of this tender, including the site visit.

## **7. Language**

The offer shall be in **English**. In the event an order is awarded and unless otherwise specified, the language of all services, manuals, instructions, technical documentation, etc. provided for under the Contract shall be in English. All labelling on the controls and instruments, if applicable, **must** be in English.

## **8. Insurance and freight costs**

As this procurement shall be conducted on a turnkey basis, the contractor shall be responsible for all shipping and insurance costs as well as any on-site storage costs.

## **9. General information**

- a) The tenderer is free to offer any equipment/services, which in its opinion is equal or superior to the requirements of the specification. Any such alternatives or variations must be fully and clearly defined and supported so that equivalence or superiority can be readily determined by the evaluators. ICAO will evaluate tenders based on the evaluation criteria listed in Attachment IIA of the tender documentation.
- b) Tenderers are requested to submit bids for all the items which are part of this tender document, if possible.
- c) All revisions, amendments, changes and/or additions to a tender must be received through the ICAO tendering website by the closing date specified for this tender.
- d) Tenders may be withdrawn from the ICAO tendering website by the tenderer at any time prior to the closing date set forth herein.
- e) Data/information previously submitted, if any, will not be considered by ICAO; hence, any such data/information should not be relied upon or incorporated in the proposal by reference.

f) Tenders shall be sufficiently detailed, specific and complete with the applicable supporting data or rationale to enable ICAO to make a thorough technical and financial evaluation of the proposal and to determine whether the specified requirements are met without further reference to the tenderer.

g) ICAO reserves the right to delete, decrease, or increase the quantity of any of the items requested.

h) Upon completion of the evaluation of tender and award of contract, and in accordance with the Common Guidelines for the Procurement by Organizations in the UN system, ICAO will only disclose:

- that the contract has been awarded;
- the name of the successful company;
- the total amount of the PO/contract.

ICAO will not disclose:

- information that may prejudice legitimate commercial interests of the parties or inhibit fair competition; and,
- information relating to the examination, evaluation and comparison of offers.

i) ICAO reserves the right to award a partial contract or not to award any contract, if the results of this call for tender are deemed unsatisfactory.

## **10. Exemptions (Taxes and Duty)**

In the case where an individual service contract is signed between the awarded supplier and a CRV User, the taxes and duties will be indicated in the individual service contract after as agreed with the CRV User.

In the case where an individual service contract is signed between the awarded supplier and ICAO on behalf of a CRV User: As a United Nations agency, ICAO may be exempt in certain countries from taxes and import duties on all goods and/or services imported. Note however that the prices for the services, civil works and supplies subcontracted and carried out in CRV User's State, if any, shall include all applicable taxes.

## **11. Disclaimer**

This request does not commit ICAO or CRV User to pay for any costs, or loss, incurred in the preparation or submission of any tender or technical proposal. ICAO and CRV Users reserve the right at their own volition, not to procure or contract for any of the items described herein.

## **12. Order of precedence**

In the event of any inconsistency in this documentation and any other information material referred to herein, the inconsistency shall be resolved by giving precedence to the TOR at attachment II or by requesting clarification from ICAO.

### **13. Company information**

The following additional information must also be provided in para 1.3 of your detailed technical response:

- the year in which the company was established under the current company name;
- the number of personnel in the company;
- Consolidated Statement of Income (Earnings), of the Last Two (2) Fiscal Years;
- Consolidated Balance Sheet, of the Last Two (2) Fiscal Years;
- Consolidated Statement of Cash Flows of the Last Two (2) Fiscal Years.

### **14. Supplier eligibility declaration**

The supplier eligibility declaration form hereunder, confirming your compliance with the supplier eligibility criteria, should be signed and included as part of your tender.

Supplier Eligibility Declaration

In accordance with the policies of the United Nations, ICAO suppliers need to comply with the following minimum eligibility criteria:

- The company has the legal capacity to enter into a contract;
- The company does not have any outstanding or pending bankruptcy, judgment or legal action which could impair the company's ability to continue operating as a going concern;
- The company adheres to the ethical principles in accordance with the provisions of the UN Supplier Code of Conduct;
- The company (as well as any parent, subsidiary or affiliate companies) is not listed in the UN Security Council Committee's Consolidated List concerning terrorism or, if listed, this has been disclosed to ICAO in writing;
- The company (as well as any parent, subsidiary or affiliate companies) is not currently, and has not been in the last five years, under investigation or sanction by the United Nations, its field missions or any other United Nations organization (including the World Bank), or any government of a United Nations Member State or, if so, such information, including all related circumstances, has been fully disclosed to ICAO in writing;
- The company accepts ICAO's Terms and Conditions

\_\_\_\_\_  
Name of company

hereby confirms its compliance with the above-mentioned eligibility criteria.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature