

Request for Proposal for Engineering Services for Air Traffic Control (ATC) Subsystems

1 August 2016



Korea Aerospace Research Institute

169-84 Gwahak-ro, Yuseong-gu,
Daejeon, 34133, KOREA

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Table of Contents

Section

1. Introduction	1
2. Qualification of Bidder	1
3. Bid Closing Date	1
4. Submission of Proposal	2
5. Statement of Compliance	3
6. Validity of Proposal	3
7. Bid Bond	3
8. Proposal Format	4
9. Questions and Modifications	6
10. No Contractual Obligation	6
11. Acceptance/Rejection of Bids	7
12. Evaluation of Proposal	7
13. Contract	8
14. Language and Measurement Unit	9
15. Certificate and Government Approvals	9
16. Confidentiality	9
17. Withdrawal of Proposal	9
18. Property of Proposal	10
19. Expenses	10
20. Governing Law	10
21. Arbitration	10

Appendix

Appendix. A	General Terms and Conditions
Appendix. B	Technical Specifications
Appendix. C	Compliance Form

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1. Introduction

Korea Aerospace Research Institute (KARI) is a government funded research institute, engaged not only in developing aerospace-related technologies, but also in supporting a national aerospace development policy.

KARI is desirous of acquiring engineering support defined hereinafter.

This RFP (Request for Proposal) explains the procedures to be taken by the Bidders seeking to respond to the RFP.

This RFP also details the requirements and terms and conditions for the engineering services for Air Traffic Control subsystems.

Bidders are requested to submit the Proposal in accordance with the guidelines and instructions as contained in the RFP.

Bidders' Proposals shall include all data and/or information as requested by this RFP and all attachments hereto. All information contained in this RFP is proprietary and confidential and shall be treated accordingly.

2. Qualification of Bidder

2.1 Bidder's qualification for this bidding is as follows;

- a) Bidder shall be ISO 9001 certified; and
 - b) Bidder shall have experience in developing both Air Traffic Control systems and Air Traffic Control simulation systems for at least five (5) years and there shall be more than one relevant system in operation at present.
- ※ The qualification of the Bidder is at KARI's own discretion.

2.2 The qualifying statement for the above requirements and support materials shall be provided in the Proposal. Additional qualifying evidence may be requested to substantiate Bidder's claim during the evaluation.

3. Bid Closing Date

- 3.1 Proposal is due **August 12, 2016 at 14:00PM**. If any part of the Proposal as required under this RFP is submitted after the stipulated closing time, the entire Proposal will not be accepted.

4. Submission of Proposal

- 4.1 The Proposal shall be hand-carried or sent via appropriate courier service to the following address :

Attn. : Mr. Won-Suk LEE
Procurement Team
Korea Aerospace Research Institute
169-84 Gwahak-ro, Yuseong-gu
Daejeon 34133, Korea
Tel : +82-42-860-2406
Fax : +82-42-860-2666
e-mail : wsl@kari.re.kr

- 4.2 Please use the following name and address for all correspondence with KARI concerning this RFP.

Correspondence for Contractual Matters :

Attn. : Mr. Won-Suk LEE
Procurement Team
Korea Aerospace Research Institute
169-84 Gwahak-ro, Yuseong-gu
Daejeon 34133, Korea
Tel : +82-42-860-2406
Fax : +82-42-860-2666
e-mail : wsl@kari.re.kr

Correspondence for Technical Matters :

Attn. : Ms. Hyoun-kyoung Kim
CNS/ATM System Team
Korea Aerospace Research Institute
169-84 Gwahak-ro, Yuseong-gu
Daejeon 34133, Korea
Tel : +82-42-860-2371
Fax : +82-42-870-3540
e-mail : kimhk@kari.re.kr

- 4.3 Bidder shall specify in its Proposal, its single point of contact for KARI to communicate in conjunction with the RFP, Proposal and subsequent evaluation. Bidder's information on the point of contact shall include the name, title/position, telephone no., facsimile no., and e-mail address.
- 4.4 Bidders are strictly requested to submit Proposals to KARI as follows :
- 1) Price Proposal : one (1) original and one (1) copy
 - 2) Other Proposal (commercial + technical) : one (1) original and five (5) copies
- ※ The Price Proposal shall be sealed and be submitted in a separate envelope.
 - ※ Electronic files (preferably in PDF format) of the Proposal shall be additionally submitted in the form of CD-ROM.

5. Statement of Compliance

- 5.1 Bidders shall submit any non-compliance with or deviations from the requirements of this RFP including Terms and Conditions of Appendix A in the form as presented in Appendix C of this RFP. All the other items not listed in this form shall be taken as compliance. The statement of compliance shall be included in Chapter 1 Executive Summary of the Proposal.

6. Validity of Proposal

- 6.1 Proposal shall be valid for six (6) months from the Bid Closing Date. It can be extended up to six (6) more months with KARI's written notice.

7. Bid Bond

- 7.1 Bidder shall establish a bid bond in favor of KARI no later than the Bid Closing Date and submit a certificate to KARI along with its Proposal. The total amount of the bid bond shall be at least five percent (5%) of the total bid value. The bond shall remain valid for six (6) months after the bid closing date. The bid bond shall be in the form of an irrevocable letter of credit established by first class bank and advised to KARI through "Woori bank" (Daejeon Branch at 29 Munye-ro, Seo-gu, Daejeon, 302-831 Korea, Tel:+82-42-488-9704, Ext.312, e-mail: the_banker@wooribank.com). The bond shall be available by KARI's draft at sight drawn on the bank, accompanied by the statement of KARI stating that;

- a) Bidder has refused to enter into a Contract with the terms and conditions in the Proposal as amended, if any,
- b) Bidder has hindered the fair bidding by fraud or misrepresentation, or
- c) Bidder has withdrawn its Proposal after the bid closing date.

The bid bond shall contain the substantial part of the terms and conditions of the bond, date of establishment, account, amount, payment terms, and date of expiry, etc. When the Contract is executed with Successful Bidder, the bid bond of Successful Bidder shall be amended to the performance bond of ten percent (10%) of the total Contract Amount under the Contract as part thereof in accordance with the terms and conditions of the Contract.

- 7.2 The bid bonds except for that of the Successful Bidder will be released upon the instructions of KARI to the unsuccessful Bidders, without interest, promptly after execution of the Contract between KARI and Successful Bidder. The bid bond of the Successful Bidder shall be likewise released only when KARI decides not to enter into a Contract after the selection of the Successful Bidder.
- 7.3 The bid bond is a critical requirement by Korean government regulation. Therefore, if any Bidder does not submit the bid bond then, such Bidder will be disqualified.

8. Proposal Format

- 8.1 Bidder shall submit the Proposal organized in the following six (6) chapters with any other required certificate and evidences under the RFP:
 - Chapter 1 : Executive Summary
 - Chapter 2 : Management Proposal (Bidder Information/Contact Point List)
 - Chapter 3 : Technical Proposal (Including SOW)
 - Chapter 4 : Terms and Conditions Proposal (Certificate of Compliance/Deviation List)
 - Chapter 5 : Price Proposal (To be submitted in an separate envelope)
 - Chapter 6 : Any Other DocumentsBidder shall submit Proposal in same sequence as above.
- 8.2 Bidder's Proposal except for Price Proposal shall be submitted in one (1) original hardcopy, which is marked as "ORIGINAL COPY" on the cover, and five (5) hardcopies. In addition, one (1) CD-ROM disk containing the electronic files of the Proposal in Microsoft Word for Windows and Portable Document Format (PDF) shall be submitted.
- 8.3 For the Price Proposal, one (1) original hardcopy, which is marked as "ORIGINAL COPY" on the cover, and one (1) hardcopy shall be submitted in separate sealed envelope. Electronic file of the Price Proposal is not required.

8.4 In case of any discrepancy between the original copy and electronic file or the other hardcopies, the original copy, which is marked as “ORIGINAL COPY” on the cover, shall prevail.

8.5 Suggested Proposal

The Bidder shall prepare their Proposal in accordance with the detailed instructions for each Chapter of Proposal as follows. It is recommended that Bidders submit the Proposal in the same sequence as enlisted in this Suggested Proposal.

8.5.1 Executive Summary

This Chapter shall include the summary of the Proposal. No price information shall be included in this Chapter. Bidder shall specify its single point of contact per Section 4.3. At the end of this Chapter, Bidder shall provide the statement of compliance for the whole RFP for convenience per Section 5. The details on the followings shall be included in this Chapter.

- Credit Rating and Capital Size
- Business Status for Development
- Technology Possession Status
- List of Facilities, Equipment, and Personnel
- Records of Sales
- The qualifying statement and support materials for Bidder

8.5.2 Management Proposal

Capability of the Bidder shall be described in terms of the company status and the experiences. The details on the followings shall be included in this Chapter.

- Air Traffic Control System Development
- Air Traffic Control Simulation System Development
- Other Relevant Experiences

8.5.3 Technical Proposal (Including SOW)

The Bidder shall minutely propose corresponding SOW according to the tasks described in Section 2.2 in the Appendix B of this RFP. The Bidder shall propose the list of deliverables and delivery schedule for each deliverable. The list of deliverables shall include those described in Section 2.3 in the Appendix B of this RFP. And in order to evaluate the contents and the qualities of the deliverables to be supplied during the program, the detail information of the technical documents and software available at the moment shall be provided in this Chapter. The information shall include the followings.

- Technical Document
 - a) Title
 - b) Table of contents (with pages)
 - c) Introduction
 - d) Sample pages of the body

- Software
 - a) Top Level Architecture
 - b) Platform
 - c) Language
 - d) Line of code
 - e) Sample image of execution

8.5.4 Terms and Conditions Proposal

Using the Compliance Form in the Appendix C of this RFP, the Bidder shall describe the compliance on the Terms and Conditions in Section by Section. If necessary, Bidder shall propose any changes or additional or special conditions as may be needed for furthering work scopes with detail ground or rationale description, and such changes to be proposed by the Bidder shall be limited to those as needed for consistency and logical reasoning.

8.5.5 Price Proposal (To be submitted in a separate envelope)

The Bidder shall propose the detail price breakdown for the tasks and/or deliverables specified in Section 2.2 and 2.3 in the Appendix B of this RFP. The Bidder shall also propose the payment schedule correlated to the delivery of the deliverables. The cost for each year shall be within the budget available below (KRW, without VAT).

- Year 1 (from EDC to February 28, 2016) : 364,000,000
- Year 2 (from March 1, 2017 to February 28, 2018) : 364,000,000

9. Questions and Modifications

- 9.1 Any questions as to the intent and clarity of the RFP may be submitted in writing to KARI's designees as specified in Section 4 by e-mail, fax or letter no later than five (5) days before the Bid Closing Date.
- 9.2 After the Bid Closing Date, Bidder shall not amend, modify, or supplement the Proposal, or submit any other documents to KARI, except with KARI's written request.
- 9.3 KARI may ask each Bidder in writing for clarifications, amendments, revisions, or supplementation of the Proposal and any other documents submitted by Bidder at any time before the execution of the Contract. KARI may also ask each Bidder to submit and supply additional information or documents necessary for evaluation of the Proposal.

10. No Contractual Obligation

- 10.1 This RFP shall not be interpreted as an offer for a Contract or any type of guarantee by KARI. It is KARI's sole discretion whether or not to allow the Contract award to any Bidder. KARI owes no responsibility or obligation to select the Contractor among Bidders.
- 10.2 This solicitation for the Proposal shall neither be construed to create an obligation on KARI to enter into a contractual instrument, nor shall it serve as a basis for any claim for reimbursement of costs for the effort to prepare, submit, amend, revise or supplement the Proposal, and other related documents expended by the Bidder regardless of whether or not the Bidder is successful in receiving an award as a result of the solicitation.

11. Acceptance/Rejection of Bids

- 11.1 KARI reserves the right to reject any or all Proposal(s), to amend or reject the bidding process at any time prior to the award of the Contract without thereby incurring any liability to the affected Bidder(s), and KARI is not under any obligation to inform the affected Bidder(s) of the ground for its action.

12. Evaluation of Proposal

The evaluation of the Proposal will be made by the evaluation committee of KARI. The following evaluation process is for information only, and KARI reserves the right to modify the process without any prior notification to Bidders.

12.1 Evaluation Process

During the evaluation process, KARI may send Bidders a set of questions for clarification and supplement to the Proposal, and the evaluation will be made based on the Proposal and the answers received from Bidders. As a part of the evaluation of the Proposal, KARI may visit Bidders' sites during the evaluation, if necessary.

12.2 Evaluation Factors

The Proposal will be evaluated in the following area;

- Technical Evaluation
 - Financial Status
 - Business Experience (Development Record)
 - Personnel and Technical Capacity
 - Technical Data Transfer Plan
 - Training Plan

- Technical Support Plan
- Deliverables and Delivery Schedule, etc.
- Price Evaluation

12.3 Successful Bidder and Negotiation

The Successful Bidder will be selected by KARI from the Bidders in accordance with the evaluation process as specified above.

In the event the terms and conditions including price are not reached an agreement with the Successful Bidder within the time limit specified by KARI, KARI may proceed with the Contract negotiations with the next ranking Bidder without undertaking a new bidding process and without any obligation to the Successful Bidder.

In case KARI initiates the Contract negotiation with the next ranking Bidder, the Bidder will occupy the position as the successful Bidder and assume any obligations imposed upon the Successful Bidder under this RFP.

12.4 Evaluation and Contract Schedule

The following is a tentative milestone for the evaluation, negotiation and Contract, which may be changed at KARI's sole discretion.

- Evaluation of Proposal : '16.08.16 ~ '16.08.19
- Selection of Successful Bidder : '16.08.19
- Contract Negotiation : '16.08.22 ~ '16.08.26
- EDC : '16.08.31

13. Contract

- 13.1 The Contract will be effective subject to the KARI's approval thereof. The Draft Terms and Conditions as attached in Appendix A of this RFP is the baseline requirement for the Contract negotiation with the Successful Bidder, and will be the basis of the Contract.
- 13.2 The Contract between KARI and Contractor will be for all program phases. However, since the contract between KARI and Korean Government is made for each phase and the budget is also approved and fixed at the beginning of each phase, **the Contract between KARI and the Contractor may be adjusted or terminated without any liability on KARI side if Korean government does not approve the next phases of the program as planned.** (Approval from the Korean government regarding the continuity or extension of the program will be decided at the end of every phase through the evaluation of the program.)

- 13.3 The Engineering Support and payment will be scheduled considering the planned budget for each phase as indicated below:
- Phase 1 ('16.06 ~ '17.02): 364,000,000 KRW (Fixed, excluding VAT)
 - Phase 2 ('17.03 ~ '18.02): 364,000,000 KRW (Planned, excluding VAT)
- 13.4 The Price Proposal shall be based on Firm and Fixed Price in **KRW** which shall be within the budget defined above.

14. Language and Measurement Unit

- 14.1 The Proposal, any documents submitted to KARI under the RFP, communication and the Contract shall be in English and measurements and quantities shall be in International System of Units.

15. Certificate and Government Approvals

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

16. Confidentiality

- 16.1 There shall be no news releases, public announcements, denials or confirmation in connection with this RFP or Contract award without prior written approval of KARI.
- 16.2 All elements of the RFP shall be kept confidential, and shall not be intentionally disclosed by Bidder to third parties. All documentation submitted in response to this RFP shall be marked "COMMERCIALS-IN-CONFIDENCE" on the first page of each document.
- 16.3 All elements of the Proposal will be kept confidential, and will not be intentionally disclosed by KARI to third parties unless necessary to fulfill the objectives of the RFP.

17. Withdrawal of Proposal

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

18. Property of Proposal

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

19. Expenses

- 19.1 Expenses incurred by Bidder in connection with the preparation, submittal, and any subsequent clarification of Proposal as well as negotiation activities are for their own account and will not be reimbursed by KARI.

20. Governing Law

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

21. Arbitration

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

Appendix A. General Terms and Conditions

(Please refer to the separate document)

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Appendix B. Technical Specifications

(Please refer to the separate document)

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Appendix C. Compliance Form

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Compliance Form

RFP Section		Proposal Section	Compliance (C/PC/NC)	Remarks
Section/Article	Description			

C : Compliance
PC : Partial Compliance
NC : Non Compliance

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