「新一代航空情報服務系統建置」招標文件草案公開閱覽廠商意見回覆表

招標機關：民航局飛航服務總臺
標案名稱：新一代航空情報服務系統建置
標案編號：A1110554IMC029P
公開閱覽日期：111 年 10 月 17 日起至 11 月 7 日止
廠商意見送達之期限：111 年 11 月 10 日
編製日期：111 年 11 月 23 日

註：公開閱覽意見回覆僅供參考，實際內容仍以招標公告為準

項次	條號	條文內容	廠商建議修改	廠商意見	機關意見回覆
1	投標須知第 18 條	十八、本採購： 　(1)依採購法第 25 條規定允許廠商共同投標(招標文件已附共同投標協議書範本)；廠商家數上限為　2 家；　3 家；　4 家；　5 家。 ■(2)不允許廠商共同投標。	十八、本採購： ■(1)依採購法第 25 條規定允許廠商共同投標(招標文件已附共同投標協議書範本)；廠商家數上限為¨2 家；¨3 家；¨4 家；¨5 家。 ¨(2)不允許廠商共同投標。	為強化履約執行效率及預防類似 COVID 疫情造成國際旅行阻斷影響契約執行，建請同意開放共同投標。 For the purpose to enhance the project execution and prevent the travel restriction like COVID, it is recommended to allow co-contractor. This can also allow ANWS to get the most optimized and efficient	本採購之特性，經評估未符合共同投標辦法第 3 條所述情形，尚無需由不同專業廠商共同投標之必要性。

				project organization proposed by each of the manufacturers.	
2	投標須知第 18 條		建議開放國內廠商投標並以國外廠商之實績為實績，如無法開放國內廠商投標時，建議開放共同承攬		本採購之特性，經評估未符合共同投標辦法第 3 條所述情形，尚無需由不同專業廠商共同投標之必要性
3	投標須知第 23 條	本採購依採購法第 35 條： 　(1)允許廠商於在不降低原有功能條件下，可提出可縮減工期、減省經費或提高效率之替代方案（請載明允許項目）： ■(2)不允許提出替代方案。	本採購依採購法第 35 條： ■(1)允許廠商於在不降低原有功能條件下，可提出可縮減工期、減省經費或提高效率之替代方案（請載明允許項目）： ¨(2)不允許提出替代方案。	依據 TSP 3.1.2 節規定： According to TSP 3.1.2 If the contractor has a better solution in the hardware and system architecture, the contractor SHALL propose modified system architecture, equipment list and specifications to provide a basis for comparison of functional benefits. 該條文同意廠商得提出較佳之系統嫁個設計，與此條文旨意不符，建請修正此條文規定 This clause should be revised to allow	本案 TSP3.1.2 所述係允許投標廠商提供優於合約規格之方案，與投標須知所述，允許廠商依採購法第 35 條規定提出替代方案不盡相同。

				contractor to propose subsitute solution	
4	投標須知第 64 條	■4.其他資格文件： 廠商具有製造、供應或承做能力之證明：截止投標日前，曾完成類似本案之航空情報服務系統之相關證明文件。		疑義：若投標廠商非設備原廠，但持有原廠與廠商簽署之合作契約書及原廠提供的資格文件，請問是否符合投標資格？ Question: What if the Contractor is not the orgional manufacturer, but the Contractor has acequired the agreement signed with orgional manufacturer and the proof of document is provided by orgional manufacturer. Please advise it is qualified the requirement in this clause or not.	非設備原廠之廠商如能提供具有承攬本案航空情報服務系統製造、供應或承做能力之證明者，尚符合投標資格，惟請注意廠商的履約能力及保固期滿後的後續支援能力都是評選要項。
5	投標須知第 32 條	三十二、押標金金額(無押標金者不適用，有押標金者不得逾新臺幣 5 千萬元) ■(1)一定金額：新臺幣 800 萬元整。 ·(2)標價之一定比率： ％		Question: Regarding the bid bond Is this bid bond confirmed by ANWS? If so, can we have a model?	依採購法規定，押標金額度採一定金額者，以不逾預算金額或預估採購總額之%5 為原則
6	投標須知第 39	三十九、履約保證金金額(無履約保		Question: Regarding the	依採購法規定，履約保

	條	證金者不適用）： ■一定金額： 新臺幣 1,500 萬元整； ・契約金額之一定比率： ％。		Performance bond: Can we have a model? What are the applicable rules? Is a direct issue accepted?	證金額度採一定金額者，以不逾預算金額或預估採購總額之10%為原則。
7	投標須知第45條	四十五、保固保證金金額(無保固保證金者不適用)： ■一定金額：新臺幣 500 萬元整。 ・契約金額之一定比率： ％。		Question: Regarding the warranty bond Is it applicable for this tender? Can we have a model? What are the applicable rules? Is a direct issue accepted?	依採購法規定，保固保證金額度採一定金額者，以不逾預算金額或預估採購總額之3%為原則。
8	投標須知第50條	五十、 預付款還款保證金額(無預付款還款保證者不適用)： ■契約金額之20% ・一定金額：新臺幣 萬 元整。 預付款付款條件:於雙方簽訂契約後，得標廠商辦妥履約各項保證，並提供同額之預付款還款保證。		Question: Regarding the Refund bond: Is it 20% or 30% of the contract price? Can we have a model? What are the applicable rules? Is a direct issue accepted?	本案預付款依專案性質及實際需要訂定為契約金額之20%。
9	投標須知第64條	■廠商納稅之證明		Question: For the tax clearance certificate: - Is it to be	納稅證明為主管稽徵機關核章之最近一期證明。廠商不及提出最近一期證明者，得以前一

				submitted? 　　　　- Is a tax clearance certificate of less than 3 months accepted?	期證明代之,並無3個月內之限制。
10	投標須知第74條	投標廠商標價幣別: ■(1)新臺幣。	七十四、投標廠商標價幣別: The currency of the tender is: □(1)新臺幣。 New Taiwan Dollar. ■(2)外幣:(指定之外幣由招標機關敘明外幣種類)。 Foreign currency: _____ (to be specified by the Entity) □(3)新臺幣或外幣:(指定之外幣由招標機關敘明外幣種類,該外幣並以決標前一辦公日臺灣銀行外匯交易收盤即期賣出匯率折算總價) New Taiwan Dollar or foreign currency: _____ (the kind(s) of foreign currency shall be specified by the Entity, and the total price in NT Dollar in equivalence of the foreign	We would like to kindly request the possibility for foreign companies to submit prices and be paid in standard international currencies such as United States Dollars or Euros. This would allow foreign companies to provide more costs effectiveness to ANWS.	基於本總臺專案管理需求,本案以新台幣報價。

			currency shall be calculated by the closing rate of spot foreign exchange selling by Bank of Taiwan on the first working day prior to the date of award.		
11	投標須知第82條	1.資格文件： ■廠商納稅之證明		Question: For the tax clearance certificate: 　－ Is it to be submitted? 　－ Is a tax clearance certificate of less than 3 months accepted?	納稅證明為主管稽徵機關核章之最近一期證明。廠商不及提出最近一期證明者，得以前一期證明代之，並無3個月內之限制。
12	投標標價清單第2條	二、　　本清單所標示之總價，應包括招標文件所規定之所有應由廠商得標後辦理之履約事項之價金，不論該等事項是否已於本清單明確標示。本採購案採 DDP (Delivered Duty Paid)目的地稅迄交貨條件。	The total price offered in the list shall cover all the prices for matters of contract performance that are required by the tender documentation, no matter what the list has indicated such matters clearly or not.　This procurement is adapted DDP (Delivered Duty Paid).　In addition to the total	Considering the high inflation rates impacting the global economy and in order to guarantee a sustainable project implementation, we would like to kindly propose to have the possibility to propose a price revision formula at least for the warranty period.	基於本總臺專案管理需求，本案為總價決標，承商標價需自行考量所述風險。

				price, a price revision formula can be proposed.		
13	投標標價清單第 2 條	二、 本清單所標示之總價，應包括招標文件所規定之所有應由廠商得標後辦理之履約事項之價金，不論該等事項是否已於本清單明確標示。本採購案採 DDP (Delivered Duty Paid)目的地稅迄交貨條件。	二、 本清單所標示之總價，應包括招標文件所規定之所有應由廠商得標後辦理之履約事項之價金，不論該等事項是否已於本清單明確標示。本採購案採 CIP (Carriage and Insurance Paid To)運費和保險費付至指定目的地或 DAP Delivered At Place 目的地稅迄交貨條件。 The total price offered in the list shall cover all the prices for matters of contract performance that are required by the tender documentation, no matter what the list has indicated such matters clearly or not. This procurement is adapted CIP (Carriage and Insurance Paid To) or DAP Delivered At Place	DDP (Delivered Duty Paid) means that all the customs duties, handling charges, local transportations, taxes applicable in Taiwan are under the contractor's responsibility. For a foreign company willing to bid and be in direct contract with ANWS, this would mean to bear high costs to create a local branch. therefore this request to kindly replace by CIP incoterms or DAP incoterms.	基於總臺專案管理需求，本採購案採 DDP (Delivered Duty Paid)目的地稅迄交貨條件。
14	投標標價清單	項目 7 保險 Insurance	Question: Could you please clarify the insurance		本意見同意採納，將於標價清單詳列需保險項

			covers related to this part?		目。
15	財物採購契約第 7 條	（一）履約期限 由機關於招標時載明 ■廠商應於 113 年 09 月 30 日以前 完成 新一代航空情報服務系統之安裝、 陣地驗收 測試及 720 小時信心測試 。	（一）履約期限 由機關於招標時載明 ■ 廠商應於 決標日起 550 天內 （ 或 □決標日□機關簽約日 □機關 通知日□收到信用狀日 起 天 月內將採購標的送達 指定之 場所）完成 新一代航空情報服務系統之安裝、 陣地驗收 測試及 720 小時信心測試 。	決標日期未知卻固定履約期限，廠商難以估計可履約期間。應修改成決標日起固定履約天數，以利廠商評估履約能力 it is fixed completion date but the starting date is floating. It will be very difficult for Contractor to review the lead time of project. It is recommended to define lead time of project in order to review its capability.	本案目前執行進度可於 112 年 3 月底前決標，所規定之各項查驗點工期尚符貴公司建議期程，基於總臺專案管理考量，履約期限仍採明訂日期方式規定。
16	財物採購契約第 7 條之 5	保固期前 6 個月內 ，本履約標的駐地維護工程師於上班時間未依契約規定出席，或非上班時間設備發生重大故障接獲機關通知未依契約規定時限回復及到現場處理者，且可歸責於廠商之事由者，每日計罰新台幣 5,000 元整做為違規處罰金，不足 1 日以 1 日計算。駐地維護工程師未依規定執行維護及檢	保固期前 6 個月內 ，本履約標的駐地維護工程師於上班時間未依契約規定出席，或非上班時間設備發生重大故障接獲機關通知未依契約規定時限回復及到現場處理者，且可歸責於廠商之事由者，每日計罰新台幣	實務上難以尋得與駐地維護工程師相同資格的職務代理人暫代其休假期間任務，建議調整 SOW 5.14 節之規定。 Difficult to find replacement with same qualification	依據 SOW 規定，駐地工程師於有休假需求時，應事先請假，並以延長駐地天數方式辦理，不會涉及契約相關罰則，本項條文係指駐地工程師未依合約規定執行工作之相關罰則。

		修並作成紀錄，經機關通知限期改善，期限到期仍未改善者，機關得通知暫停保固期限之計算，待完成改善後再繼續保固期之計算。	5,000 元整做為違規處罰金，不足 1 日以 1 日計算。駐地維護工程師未 依規定執行維護及檢修並作成紀錄，經機關通知限期改善，期限到期仍 未改善者，機關得通知暫停保固期限之計算，待完成改善後再繼續保固 期之計算。	a comment created in SOW 5.14	
17	財物採購契約第6條	(一)以新臺幣報價之項目，除招標文件另有規定外，應含稅，包括營業稅。由自然人投標者，不含營業稅，但仍包括其必要之稅捐。 (二)廠商為進口施工或測試設備、臨時設施、於我國境內製造財物所需設備或材料、換新或補充前已進口之設備或材料等所生關稅、貨物稅及營業稅等稅捐、規費，由廠商負擔。 (三)進口財物或臨時設施，其於中華民國以外之任何稅捐、規費或關稅，由廠商負擔。	In the case ANWS would accept the DAP or CIP incoterms to apply then it is allowed for the vendors to submit offers excluding all taxes. If it is not possible, can ANWS provide the details on all the applicable taxes to a foreign company?	DDP (Delivered Duty Paid) means that all the customs duties, handling charges, local transportations, taxes applicable in Taiwan are under the contractor's responsibility. For a foreign company willing to bid and be in direct contract with ANWS, this would mean to bear high costs to create a local branch. therefore this request to kindly replace by CIP incoterms or DAP incoterms.	總臺基於專案管理考量，本案相關應付契稅，概由投標廠商負責。

18	財物採購契約第11條	■差額保證金之發還，同履約保證金。		Question: Could you please clarify what is the "Differential bond"? Is there any model? What are the applicable rules? In What cases is this bond requested? When is this bond to be submitted (at the offer submitted or after the contract is awarded)?	本案無涉差額保證金，將於契約文件移除本項。
19	財物採購契約第5條	預付款(無者免填)： (1)契約預付款為契約價金總額 20%(由機關於招標時載明；其額度以不逾契約價金總額或契約價金上限之 30%為原則)，付款條件如下： 於雙方簽訂契約後，得標廠商辦妥履約各項保證，並提供同額之預付款還款保證。廠商須交付與預付款相同金額之中華民國實體統一發票及預付款還款保證金。廠商以銀行開發或保兌之不可撤銷擔保信用狀、銀行之書面連帶保證或保險公司之保證保險單繳納預付款還款保證者，其有效期應較契約規定之最後安裝期限長 90 日。		Question: Is the advance payment 20% or 30% of the total contract price?	本案預付款依專案性質及實際需要訂定為契約金額之20%。

| 20 | 財物採購契約第 5 條(一)之 16 | 因非可歸責於廠商之事由,機關有延遲付款之情形,廠商投訴對象:
(1)採購機關之政風單位;
(2)採購機關之上級機關;
(3)法務部廉政署;
(4)採購稽核小組;
(5)採購法主管機關;
(6)行政院主計總處。 | 16. 因非可歸責於廠商之事由,機關有延遲付款之情形,廠商投訴對象:
Where the Entity has delayed payment of this Tender for causes not attributable to the Contractor, the Contractor may file its complaint to:
(1) 採購機關之政風單位;
Government employee ethics department of the procuring Entity;
(2) 採購機關之上級機關;
Higher entity of the procuring Entity;
(3) 法務部廉政署;
Agency Against Corruption, Ministry of Justice;
(4) 採購稽核小組;
Procurement Audit Team;
(5) 採購法主管機關;
The competent authority of the Act;
(6) 行政院主計總處。
Directorate General of Budgets, Accounting and Statistics, Executive Yuan. | As a general standard, there is a clause for the contractors to suspend the project execution in case of non-payment or delayed payment. Indeed, in the event that the Entity fails to pay the Contractors any payment by its due date, the Contractors without prejudice to any other rights it may have, may suspend the delivery of its services to the Entity under this Contract, until payment is received in full. Provided that such suspension shall only occur after the Contractors has notified the Entity of its intention to suspend, and shall have (i) specified in writing the nature of the failure and (ii) requested the | 依據政府採購法規定,各類採購契約以採用主管機關訂定之範本為原則,本案採購契約係依據我國財物採購制式規定製作。 |

			At the same time the contractor has the right to suspend the the project execution until the delayed payment(s) is received.	Entity to remedy such failure within a period not less than fifteen (15) days after receipt by the Entity of such notice.	
21	財物採購契約第4條(五)	廠商履約遇有下列政府行為之一，致履約費用增加或減少者，契約價金得予調整： 1.政府法令之新增或變更。 2.稅捐或規費之新增或變更。 3.政府公告、公定或管制費率之變更。	（五）廠商履約遇有下列政府行為之一，致履約費用增加或減少者，契約價金得予調整： Where the Contractor, when performing the contract, encounters any of the following government actions that result in increase or reduction in the expense of contract performance, the contract price may be adjusted: 1. 政府法令之新增或變更。 Introduction of new law, or amendments to the existing law. 2. 稅捐或規費之新增或變更。 New taxes or regulatory fees or changes to existing ones. 3. 政府公告、公定或管制費	Considering the current worlwide inflation crisis, manufacturers are impacted by general costs increases from suppliers, materials, components and equipment. In order to make the project the most sustainable as possible, we would like to have the possibility in agreement with the entity for price revision in case of unexpected inflation impacts during the project as the curent global crisis the world is facing.	本案為總價決標，承商標價須自行考量所述風險。若發生本案契約或採購法未盡之處，廠商可依我國民法情勢變更原則等相關法律規定主張權益。

			率之變更。 Changes to the fees and expenses under government control. 4.承包商經出示數據及佐證資料，證明通貨膨脹對承包商價格的影響超出了中華民國的控制。 Inflation on supplies prices, duly justified, on Contractor price out of Republic of China control. The COVID-19 Pandemic and its effects have significantly disrupted the global semiconductor and electronics component industry with increased demand leading to shortages of supply and price volatility for both materials and services. Additionally, the situation in Ukraine is contributing to shortages in commodities and raw materials, and exacerbating the volatility of prices.		

			Other event(s) of global significance may have a similar impact. The Contractor provides this Price on the basis of current information, but reserves the right to amend it to address any significant changes in its supply chain in terms of price, availability or lead-time and/or in the provision of services."		
22	財物採購契約第14條	因下列天災或事變等不可抗力或不可歸責於契約當事人之事由，致未能依時履約者，廠商得依第7條第5款規定，申請延長履約期限；不能履約者，得免除契約責任： 1.戰爭、封鎖、革命、叛亂、內亂、暴動或動員。 2.山崩、地震、海嘯、火山爆發、颱風、颶風、豪雨、冰雹、水災、土石流、土崩、地層滑動、雷擊或其他天然災害。 3.墜機、沉船、交通中斷或道路、港口冰封。 4.罷工、勞資糾紛或民眾非理性之聚眾抗爭。	5. 毒氣、全球大流行、火災或爆炸。 Poisonous gas, global pandemic, fire or explosion; 11. 政府法令之新增或變更。 Any supplement or amendment of government laws and regulations; 12. 全球零件供應鏈短缺 Global shortage of components 13. 我國或外國政府之行為，如國際/歐盟制裁，禁運或拒絕頒發出口許可證......。	We would like to propose the following new Force Majeure elements based on what could have seen previously and currently: - Global pandemic such as COVID-19 triggered lockdowns, border closures, - Global shortage of components as we could experience now worldwide, impacting production lead times or	依據政府採購法規定，各類採購契約以採用主管機關訂定之範本為原則，本案採購契約係依據我國財物採購制式規定製作，本案契約已有不可抗力因素相關規定。

		5.毒氣、瘟疫、火災或爆炸。 6.履約標的遭破壞、竊盜、搶奪、強盜或海盜。 7.履約人員遭殺害、傷害、擄人勒贖或不法拘禁。 8.水、能源或原料中斷或管制供應。 9.核子反應、核子輻射或放射性污染。 10.非因廠商不法行為所致之政府或機關依法令下達停工、徵用、沒入、拆毀或禁運命令者。 11.政府法令之新增或變更。 12.我國或外國政府之行為。 13.其他經機關認定確屬不可抗力者。	Act of government of the Republic of China or foreign countries (including international/EU sanctions such as embargo or refusal to issue an export license); or 14. 其他經機關認定確屬不可抗力者。 Other circumstances approved by the Entity as force majeure.	pushing some factories to stop their activities, International/EU sanctions with embargos or refusal to issue an export license. we can see some unexpected geopolitical changes/decisions resulting from unexpected political events sush as the Ukraine war for example.	
23	財物採購契約第19條	機關與廠商因履約而生爭議者,應依法令及契約規定,考量公共利益及公平合理,本誠信和諧,盡力協調解決之。其未能達成協議者,得以下列方式處理之: 1.依採購法第85條之1規定向採購申訴審議委員會申請調解。 2.經契約雙方同意並訂立仲裁協議書後,依本契約約定及仲裁法規定提付仲裁。 3.依採購法第102條規定提出異議、申訴。	第十九條 爭議處理 Article 19 Dispute Settlement (一)機關與廠商因履約而生爭議者,應依法令及契約規定,考量公共利益及公平合理,本誠信和諧,盡力協調解決之。其未能達成協議者,得以下列方式處理之: Where there is a contractual dispute	Considering the main solution comes from overseas from foreign manufacturers, we would like to propose for laws and place for arbitrationthe ones defined by the The ICC Rules	依據政府採購法規定,各類採購契約以採用主管機關訂定之範本為原則,本案採購契約係依據我國財物採購制式規定製作。

		4.提起民事訴訟。 5.依其他法律申(聲)請調解。 6.契約雙方合意成立爭議處理小組協調爭議。 7.依契約或雙方合意之其他方式處理。	between the Entity and the Contractor, they shall honestly, sincerely and harmoniously work out a solution basing on the provisions of laws, regulations, and the contract, and taking into account the public interests, fairness, and reasonableness. Any of following means may be used if they are unable to resolve the dispute through negotiation: 1. 依採購法第85條之1規定向採購申訴審議委員會申請調解。 Refer to the Complaint Review Board for Government Procurement (CRBGP) for mediation pursuant to Article 85-1 of the Act. 2. 經契約雙方同意並訂立仲裁協議書後，依本契約約定及仲裁法規定提付國際商會(ICC)採用ICC仲裁規則仲裁。		

			After being agreed to by both parties of the Contract and signing of the arbitration agreement, it shall be submitted to arbitration in accordance with the provisions of this Contract and the ICC Rules of Arbitration for any types of dispute.		
24	財物採購契約第 10 條(二)之 6	每一事故之廠商自負額上限： (1)安裝工程財物損失：為每一事故損失金額 10%。 (2)第三人意外責任險： ○1 體傷或死亡：新臺幣 1 萬元。 ○2 財物損失：新臺幣 1 萬元。	6. 每一事故之廠商自負額上限： Costs of machinery equipment provided by the Entity: None (1) 安裝工程財物損失：為每一事故損失金額 10%。 Installation (Construction) Property Loss Liability Insurance: EUR or USD 100,000 of the loss amount for each accident (2) 第三人意外責任險： Accident insurance for the Third-Party: ① 體傷或死亡：新臺幣 1 萬元。	Is this clause referring to the deductibles? If yes, as international projects insurance standards, we would like to kindly propose 100,000€ or US$	本項保險自負額投保規定，係參考工程會契約範本保險規定辦理。

			Bodily injury or death: EUR or USD 100,000.- ② 財物損失：新臺幣 1 萬元。 Property loss: EUR or USD 100,000.-		
25	財物採購契約第 10 條(二)之 7	保險期間：自進場安裝/施工日起至本案履約期限屆滿之日加計 3 個月止，有展延履約期限或廠商遲延履約者，保險期間比照順延，如發生保險期間未能完全涵蓋之情況，依下列原則扣款：(保險費用/契約要求保險日數)x未涵蓋日數。		Could you please precise / define the terms " the contract performance expiration date'' ? Is it the end of the works on site (SAT?), the end of the warranty period, …?	履約期限定義為於113 年 9 月 30 日前完成新一代航空情報服務系統之安裝、陣地驗收測試及 720 小時信心測試 。 保險期間為自進場安裝/施工日起至本案履約期限屆滿之日加計 3 個月止
26	財物採購契約第 10 條(三)之 5	5.保險期間：同前款第 7 目。		Could you please precise / define the terms " the contract performance expiration date'' ? Is it the end of the works on site (SAT?), the end of the warranty period, …?	同上
27	財物採購契約第 10 條(二)之 8	8.受益人：機關（不包含責任保險）。	Beneficiary : The Entity (excluding the liability insurance) and the Contractor	ANWS could be the beneficiary but the Contractor also should, therefore we propose the	本項係參考工程會契約範本保險規定辦理。

				following: "Beneficiary : The Entity (excluding the liability insurance) and the winning tenderer/Contractor''	
28	財物採購契約第 10 條(二)之 10	附加條款及附加保險如下,但其內容不得限縮本契約對保險之要求:■交互責任附加條款。	1. 附加條款及附加保險如下,但其內容不得限縮本契約對保險之要求:Provided below are the add-on clauses and addition insurance, but its content shall not pose any restriction to the requirements specified in this Contract regarding the insurance:n 交互責任附加條款。Cross-liability related add-on clause for bodily injury only	We kindly request to make this clause more precise. Cross-liability related add-on clause is usually for bodily injury only	本項係參考工程會契約範本保險規定辦理。
29	財物採購契約第 10 條(二)之 10	附加條款及附加保險如下,但其內容不得限縮本契約對保險之要求:■鄰近財物附加條款(每一事故財物損害:新臺幣 300 萬元;保險期間內最高累積責任:新臺幣 2,400 萬元;廠商自負額上限:每一事故損害金額 10%)。	1. 附加條款及附加保險如下,但其內容不得限縮本契約對保險之要求:Provided below are the add-on clauses and addition insurance, but its content shall not pose	As international projects insurance standards, we would like to kindly propose 100,000€ or US$	本項係參考工程會契約範本保險規定辦理。

| | | | any restriction to the requirements specified in this Contract regarding the insurance:
n 鄰近財物附加條款(每一事故財物損害：新臺幣 300 萬元；保險期間內最高累積責任：新臺幣 2,400 萬元；廠商自負額上限：每一事故損害金額 10%)。
Neighboring property-related add-on clause (each individual accident property loss: NT$3,000,000.-; Maximum cumulative liability during insurance period: NT$24,000,000.-; Upper limit of Contractor's deductibles: EUR or USD 100,000 | | | |
| 30 | 財物採購契約第10條(二)之10 | 附加條款及附加保險如下，但其內容不得限縮本契約對保險之要求：
■受益人附加條款(以賠款逕付主辦機關，但不含責任保險)。 | | Question:
Could you please clarify the purpose of this article? | 定作人同意附加條款，為其約定與主保險契約基本條款牴觸時以本附加條款為準，未記載事項仍依主保險契約基本條款辦理。相關問題可洽保險承攬公司釋疑。 |

31	財物採購契約第 10 條(二)之 10	附加條款及附加保險如下,但其內容不得限縮本契約對保險之要求: ■受益人附加條款(以賠款逕付主辦機關,但不含責任保險)。	1. 附加條款及附加保險如下,但其內容不得限縮本契約對保險之要求: Provided below are the add-on clauses and addition insurance, but its content shall not pose any restriction to the requirements specified in this Contract regarding the insurance: n 受益人附加條款(以賠款逕付主辦機關,但不含責任保險)。 Additional clauses for beneficiaries (Indemnities payable directly to the Entity, but do not include liability insurance, and to the Contractor).	ANWS could be the beneficiary but the Contractor also should, therefore we propose the following: " Beneficiary : The Entity (excluding the liability insurance) and the winning tenderer/Contractor''	本項係參考工程會契約範本保險規定辦理。
32	財物採購契約第 10 條(二)之 10	附加條款及附加保險如下,但其內容不得限縮本契約對保險之要求: ■保險金額彈性(自動增加)附加條款(增加之保險金額在原總保險金額之 10%以內者,自動納入承保範圍)。		Question: Could you please clarify the purpose of this article?	保險金額在增加 10%範圍內自動納入承保範圍,相關問題可洽保險承攬公司釋疑。

33	財物採購契約第10條(三)之3	3.保險金額： （5）保險期間內最高累積責任：新臺幣 3,000 萬元。	1. 保險金額： Insurance coverage: (1) 保險期間內最高累積責任：新臺幣 3,000 萬元。 Maximum cumulative liability in the annual aggregate: NT\$30,000,000.-	Please replace "during insurance period'' by "in the annual aggregate'' as the Employer's Liability insurance is on the basis of "in the annual aggregate'' (as an annual cover).''	契約係規定保險額度最低門檻，廠商可依自身需求提高保險金額。
34	財物採購契約第10條(三)之4	4.每一事故之廠商自負額上限：新臺幣 2,500 元。	1. 保險金額： Insurance coverage: 2. 每一事故之廠商自負額上限：新臺幣 2,500 元。 Contractor deductible upper limit for each accident: EUR 60,000.-	We propose this change as this is quite a standard	本項保險內容經評估需要微調，惟廠商自負額金額仍將參照工程會契約範本保險規定。
35	財物採購契約第10條(三)之6	6.未經機關同意之任何保險契約之變更或終止，無效。	1. 保險金額： Insurance coverage: 2. 未經機關同意之任何保險契約之變更或終止，無效。 ~~The change~~ or the termination of any insurance contract not approved by the Entity shall be void.	We kindly ask for the removal of "The change" from the clause, indeed, usually agreement from third parties to amend our insurance policies cannot be asked.	本項係參考工程會契約範本保險規定辦理。

| 36 | 財物採購契約第10條(四)(五) | 保單繳交期限：廠商需於113年2月28日前提交保險單予機關審查，如因保單不符契約規定致進場時間延遲而生履約時間及其他損失者，由廠商負擔。
罰則及扣款：
1.廠商未依前揭期限繳交保單，按逾期日曆天數，每日依契約保險費用3‰計算逾期違約金，該違約金一併納入第14條第4款規定之上限內計算。
2.廠商未依前揭期限繳交保單致有投保期間未能完全涵蓋契約規定時，除前目逾期違約金之計罰外，另依下列算式予以扣款：契約保險費用/契約要求保險日數×未涵蓋日數 | | Question: Could you please clarify if you are talking about the Employer's Liability insurance or other insurances? Please refer to the above mentioned comment.

Comment: The Contractor could provide its Comprehensive Installation Liability insurance policy but for other insurance policies (if required?) such as Transportation insurance, the Contractor could only provide certificates due to insurance market practice and requirements from the Contractor's HQ and insurers | 本項將調整保單繳交期限，以配合進場施工時程。需保險項目詳採購契約第10條規定。保險相關問題可洽保險承攬公司釋疑。 |
| 37 | 財物採購契約第10條(六)之1 | (六)契約變更加、減價或展延履約期限後，保險批單繳交期限及相關罰則： | | Question: Could you please clarify if you are talking about the | 本項係參考工程會契約範本保險規定辦理，保險相關問題可洽保險承 |

		1.契約變更有增加契約價金者，承商需於契約變更生效日起14日內繳交加保之保險批單正本及收據副本各1份予機關，保險批單涵蓋日期應自契約變更次日起生效；逾期繳交或未涵蓋者，依下列計算方式扣罰：		Employer's Liability insurance or other insurances? Please refer to the above mentioned comment. Comment: The Contractor could provide its Comprehensive Installation Liability insurance policy but for other insurance policies (if required?) such as Transportation insurance, the Contractor could only provide certificates due to insurance market practice and requirements from the Contractor's HQ and insurers The following sentence should likely be amended as follows: In the event the Contractor fails to submit	攬公司釋疑。

| 38 | 財物採購契約第 10 條(六)之 1(1) | (1)逾規定期限之違約金以下列算式計算,該違約金一併納入第 14 條第 4 款規定之上限內計算:原保險費用×契約價金增加之百分比(%)×3‰×逾規定期限之天數 | | Question: Could you please clarify if you are talking about the Employer's Liability insurance or other insurances? Please refer to the above mentioned comment.

Comment: The Contractor could provide its Comprehensive Installation Liability insurance policy but for other insurance policies (if required?) such as Transportation insurance, the Contractor could only provide certificates due to insurance market practice and requirements from the Contractor's HQ and insurers | 本項係參考工程會契約範本保險規定辦理,保險相關問題可洽保險承攬公司釋疑。 |
| 39 | 財物採購契約第 10 條(六)2 | 契約變更有減少契約價金者,承商得辦理減保,並將減保之保險批單正本及收據副本各 1 份交予機關, | | Question: Could you please clarify if you are talking about the | 本項係參考工程會契約範本保險規定辦理,保險相關問題可洽保險承 |

		惟承商未辦理或延遲辦理，致未能獲得保險公司退還保險費時，悉由承商自行負責。		Employer's Liability insurance or other insurances? Please refer to the above mentioned comment. Comment: The Contractor could provide its Comprehensive Installation Liability insurance policy but for other insurance policies (if required?) such as Transportation insurance, the Contractor could only provide certificates due to insurance market practice and requirements from the Contractor's HQ and insurers	攬公司釋疑。
40	財物採購契約第 10 條(六)3	履約期限展延者，承商需於原訂保險期間到期前繳交展延保險批單正本及收據副本各 1 份予機關，保險批單涵蓋日期應順延並銜接；逾期繳交或未涵蓋者，依下列計算方式扣罰：		Question: Could you please clarify if you are talking about the Employer's Liability insurance or other insurances? Please refer	本項係參考工程會契約範本保險規定辦理，保險相關問題可洽保險承攬公司釋疑。

				to the above mentioned comment. Comment: The Contractor could provide its Comprehensive Installation Liability insurance policy but for other insurance policies (if required?) such as Transportation insurance, the Contractor could only provide certificates due to insurance market practice and requirements from the Contractor's HQ and insurers	
41	財物採購契約第 10 條(六)4	廠商投保之保險單,包括附加條款、附加保險等,須經保險主管機關核准或備查;未經機關同意,不得以附加條款限縮承保範圍。		Question: Could you please clarify if you are talking about the Employer's Liability insurance or other insurances? Please refer to the above mentioned comment.	本項係參考工程會契約範本保險規定辦理,保險相關問題可洽保險承攬公司釋疑。

				Comment: The Contractor could provide its Comprehensive Installation Liability insurance policy but for other insurance policies (if required?) such as Transportation insurance, the Contractor could only provide certificates due to insurance market practice and requirements from the Contractor's HQ and insurers	
42	財物採購契約第10條(八)	（八）　採購進口財物以 CIF 或 CIP 條件簽約者，廠商應依契約規定條件辦理保險。保險單或保險證明書應於押匯時背書予機關。	（八）採購進口財物以 CIF 或 CIP 條件簽約者，廠商應依契約規定條件辦理保險。保險單或保險證明書應於押匯時背書予機關。 For property procurement imported on CIF or CIP basis, the Contractor shall procure insurance in accordance with the insurance coverage specified in the Contract.	Question: Could you please clarify if you are talking about the Employer's Liability insurance or other insurances? Please refer to the above mentioned comment. Comment: The Contractor could provide its Comprehensive	本項係參考工程會契約範本保險規定辦理，保險相關問題可洽保險承攬公司釋疑。

			Insurance ~~policy~~ or certificate shall be endorsed to the order of the Entity, upon the presentation of relevant documents to the bank for negotiation.	Installation Liability insurance policy but for other insurance policies (if required?) such as Transportation insurance, the Contractor could only provide certificates due to insurance market practice and requirements from the Contractor's HQ and insurers	
43	財物採購契約第10條(十一)	廠商向保險人索賠所費時間,不得據以請求延長履約期限。		Could you please clarify the purpose of this article?	本項係參考工程會契約範本保險規定辦理,保險相關問題可洽保險承攬公司釋疑。
44	財物採購契約第10條(十三)	保險單正本 1 份及繳費收據副本 1 份,應於辦妥保險後即交機關收執。因不可歸責於廠商之事由致須延長履約期限者,因而增加之保費,由契約雙方另行協議其合理之分擔方式。		Question: Could you please clarify if you are talking about the Employer's Liability insurance or other insurances? Comment: The Contractor could provide its Comprehensive Installation Liability	本項係參考工程會契約範本保險規定辦理,保險相關問題可洽保險承攬公司釋疑。

				insurance policy but for other insurance policies (if required?) such as Transportation insurance, the Contractor could only provide certificates due to insurance market practice and requirements from the Contractor's HQ and insurers The Contractor might no be able not provide payment receipt to third parties.	
45	財物採購契約第 11 條(一)	(一)保證金之發還情形如下(由機關擇定後於招標時載明)： ■履約保證金於履約驗收合格且無待解決事項後 30 日內發還。有分段或部分驗收情形者，得按比例分次發還。		Could you please clarify the purpose of this article?	履約保證金於履約驗收合格且無待解決事項後 30 日內發還。
46	財物採購契約第 16 條(十四)之 1	廠商應遵守資通安全管理法、其相關子法及行政院所頒訂之各項資通安全規範及標準，並遵守機關資通安全管理及保密相關規定。此外機關保有依機關與廠商同意之適當方	The Contractor shall comply with the Cyber Security Management Act and its relevant sub-laws, and various Cyber security	The Audit will have to be conducted in the contractor's offices. Therefore, the Parties need to agree on how to	本項係依據資通安全法及資訊服務契約範本規定辦理，稽核之型式可由總臺及廠商雙方協議，可採遠端或書面方

| | | 式對廠商及其分包廠商以派員稽核、委由資通安全管理法主管機關籌組專案團隊稽核或其他適當方式執行相關稽核或查核的權利，稽核結果不符合本契約約定、資通安全管理法、其相關子法、行政院所頒訂之各項資通安全規範及標準者，於接獲機關通知後應於期限內完成改善，未依限完成者，依第14條第1款約定核計逾期違約金。 | specifications and standards issued by the Executive Yuan, and comply with the relevant provisions of the Entity's Cyber security management and confidentiality. In addition, the Entity reserves the right to assign personnel to audit the Contractor and its subcontractors in an appropriate manner agreed by the Entity and the Contractor prior to conduct the audit, entrust the competent authority of the Cyber Security Management Act to organize a special team for audit, or perform relevant audits or inspections in other appropriate ways. If the audit results do not conform to the provisions of the Contract, ~~Cyber Security Management Act and its relevant sub-laws,~~ | conduct the audit with French supervisors.

The Contractor can commit to standards that the Contractor is aware of. Could you remove or be more specific on these Laws and standards?

The Contractor cannot commit now on future standards neither.

Liquidated damages to correct Cyber-Security issues should be limited to the liquidated damages cap | 式執行。 |

			~~and various~~ Cyber security specifications as defined in requirements 6.5.1 and 6.5.2 of the TSP included in the Tender ~~and standards issued by the Executive Yuan~~, the improvement shall be completed within the time limit after the notification from the Entity. In case of failure to complete within the time limit, overdue liquidated damages shall be calculated in accordance with Paragraph 1 of Article 14 and should be subject to the cap defined herein.		
47	財物採購契約第16條(十四)之2	廠商交付之軟硬體及文件,應先行檢查是否內藏惡意程式(如病毒、蠕蟲、特洛伊木馬、間諜軟體等)及隱密通道(covert channel),提出安全性檢測證明,涉及利用非受託者自行開發之系統或資源者,並應標示非自行開發之內容與其來源及提供授權證明。廠商於上線前應清除	For the software, hardware and documents delivered by the Contractor, it should first check whether there are malicious programs (such as virus, Worm, Trojan horse, spyware, etc.) and covert channel,	We understand the Trustee means Contractor? We kindly request to remove the last sentence as this is not a	本項所述受託者係指承包商。本項係依據資通安全法及資訊服務契約範本規定辦理。

		正式環境之測試資料與帳號及管理資料與帳號。	and provide proof of security detection. if it involves the use of systems or resources not developed by the Contractor. It shall also mark the content and its source that are not self-developed, and provide authorization certificates. ~~The Contractor shall clear the test data and account and the management data and account of the formal environment before the use.~~	requirement defined in TSP 6.5	
48	財物採購契約第16條(十四)之4	廠商所提供之服務,如為軟體或系統發展,須針對各版本進行版本管理,並依照資安管理相關規範提供權限控管與存取紀錄保存。	~~If the service provided by the Contractor is software or system development, it shall carry out version management for each version, and provide authority control and access record keeping in accordance with relevant Cyber security management specifications.~~	We propose to remove this clause	本項依據資通安全法及資訊服務契約範本規定辦理

49	財物採購契約第16條(十四)之5	廠商提供服務,如違反資通安全相關法令、知悉機關或廠商發生資安事件時,均必須於 1 小時內通報機關,提出緊急應變處置,並配合機關做後續處理;必要時,得由資通安全管理法主管機關於適當時機公告與事件相關之必要內容及因應措施,並提供相關協助。	~~When the Contractor provides services, it must notify the Entity within one hour if it violates the relevant laws and regulations on Cyber security, or knows that the Entity or the Contractor has a Cyber security incident, put forward emergency response, and cooperate with the Entity for subsequent handling; When necessary, the competent authority of the Cyber security Management Law may, at an appropriate time, announce the necessary content and countermeasures related to the incident, and provide relevant assistance.~~	We propose to remove this clause	本項依據資通安全法及資訊服務契約範本規定辦理。
50	財物採購契約第16條(十四)之7	廠商如違反第 1 目至第 6 目規定,應就機關所受損害負賠償之責; 如致他人權利受有損害時,廠商亦應負責。	If the Contractor violates the provisions of Items 1 to 6, it shall be liable for compensation for the damages suffered by the	The Liability cap should include damages related to the cyber-security	本項依據資通安全法及資訊服務契約範本規定辦理

			Entity; The Contractor shall also be responsible for any damage to the rights of others. In any case, the Contractor shall not be liable for Cyber-Security issues beyond the maximum cap of damages defined in the Contract.		
51	SOW 2.1	[SCOPE] The Contractor shall deliver the major deliverables in Table 2-1 according to the requirements in TSP document. This table can be adjusted based on the proposal of the Contactor	1.移除"The lastest worldwide database"。 2.對駐點工程師的條件應更寬鬆。	1) It is typically not possible to obtain and resell the data as a system supplier. Rather, the data must be purchased directly from the data provider (e.g., EAD). 2) It is a major cost-driver to send a colleague to Taiwan for 6 months. Rather, a much shorter duration and/or some sort of remote support should be agreed upon.	1.本案承商應提供最新之全世界資料集 (worldwide dataset)，使系統正確處理相關航空情報資訊，本總臺可提供授權予承商，由承商負責取得該資料集及其相關更新。 2.本案承商應於系統保固期前 6 個月派駐工程師，以利系統維護、軟體功能除錯及系統功能修改等工作。
52	SOW Table 2-1 Major 機櫃	19'' Standard EIA 19-inch Cabinet with KVM 10	Question: 1.1 19" Standard EIA 19-inch Cabinet with KVM		機櫃數量係總臺額外之需求，請參考 TSP3.3.14.9 機櫃配置

	Deliverables list		Why ask for 10 racks if based on our understanding there are only 2 sites?		說明。
53	SOW Table 2-1 Major Deliverables list	Layer 3 Ethernet switch 8	Question: 1.8 Layer 3 Ethernet switch Why ask for 8 Layer 3 switches when in the TSP network diagrams ("Figure 3-7 Network connections in NATSP" and "Figure 3-8 Network connections in TIA ATC Tower Park") only 4 Layer 3 switches appear?		TSP Figure 3-7、Figure 3-8僅為示意圖,配置請參考TSP 3.3.11.18
54	SOW 5.2.3	廠商應提供並安裝所有裝備機櫃至介面板間所需的電源、控制和信號纜線。	建議於工作說明書或相關文件中附上陣地機房的平面圖,並標示機櫃預計放置點及介面板位置,俾利廠商能較精確估算所需之電源、控制和信號纜線長度。		本案備標期間可以現勘,將於投標須知補充說明。
55	SOW 5.2.5	When all equipment and spare parts arrive to the site, the Contractor shall support ANWS to check Inventory.	When all equipment and spare parts arrive to the site, the Contractor or its local representative	This allows the contractor especially if a foreign manufacturer to be able to have the	廠商可由指定代理人配合相關作業

			shall support ANWS to check Inventory.	support from an officially appointed local representative to accomplish some tasks that do not require a manufacturer local presence in country.	
56	SOW 5.4.3 item a)	ANWS shall have the right to participate in all formal and informal testing or to designate representatives to participate in such testing.	ANWS shall have the right to participate in all formal ~~and informal~~ testing or to designate representatives to participate in such testing.	it is not possible to anticipate the participation by ANWS to "informal" testing as it is not clearly defined or framed.	本意見同意採納，並將修改相關文件內容。
57	SOW 5.4.3 item n)	The Contractor SHALL support ANWS to conduct 720-Hour System Confidence Test at each of the sites.	ANWS will conduct 720-Hour System Confidence Test at each of the sites. The Contractor SHALL support ANWS for this operation.	We propose this rewording for a better undertanding.	本意見同意採納，並將修改相關文件內容。
58	SOW 5.5.2	During the period of contract, the Contractor shall conduct at least 3 Project Management Reviews with the ANWS and its designated representatives. Project Management Review meetings shall be held at the ANWS offices. Additional management review meetings may	During the period of contract, the Contractor shall conduct at least 3 Project Management Reviews with the ANWS and its designated representatives. Project Management Review meetings shall be held at the ANWS	With the new videoconferencing applications it is very easy to make meetings remotely and this helps to reduce travel costs.	專案管理審查會議需於本總臺召開。廠商在本地之代表應全程出席所有會議，其餘人員可採視訊方式參與會議。

		be held by mutual agreement. The Contractor shall prepare and submit an agenda and minutes of each meeting in accordance with the CDRL. The Contractor's local representative shall participate in all PMRs in its entire duration.	offices, at least with the presence of the contractor's local representative or by videoconference. Additional management review meetings may be held by mutual agreement. The Contractor shall prepare and submit an agenda and minutes of each meeting in accordance with the CDRL. The Contractor's local representative shall participate in all PMRs in its entire duration.		
59	SOW 5.6.1	The Contractor shall hold a Design Review meeting at the Contractor's office. There will be 5 to 8 persons representing ANWS to attend the meeting. The Contractor shall provide local transportation for the ANWS personnel between factory, airport and their hotels. The review meeting shall be for a period of 5	The Contractor shall hold a Design Review meeting at the Contractor's office. There will be 5 to 8 persons representing ANWS to attend the meeting. The Contractor shall provide local transportation for the ANWS personnel between factory, airport and their hotels. ~~The review meeting~~	We recommend not to require a specific duration of review meeting. This can be agreed between ANWS and the contractor. Sometimes a shorter or longer duration could be needed depending on the review meetings agenda.	基於專案管理考量，系統設計審查為期5日，增加及減少天數都不符規定，請承商妥為規劃，依規定期間完成所有審查項目。

		days. The agenda for the Design Review shall be submitted at least 14 calendar days before the scheduled start date of the review. The Design documentation shall also be submitted at that time. Minutes of the review shall be prepared and submitted by the Contractor in accordance with the CDRL.	~~shall be for a period of 5 days.~~ The agenda for the Design Review shall be submitted at least 14 calendar days before the scheduled start date of the review. The Design documentation shall also be submitted at that time. Minutes of the review shall be prepared and submitted by the Contractor in accordance with the CDRL.		
60	SOW 5.8.2	Instructions for maintaining the equipment shall also be written to be understood by skilled maintenance personnel who are familiar with English as a second language.	Instructions for maintaining the equipment shall be also written in English to be understood by skilled maintenance personnel who are familiar with English as a second language.	all the instructions and manuals are written in english language	廠商用英文編寫手冊並不違反本項規定。
61	SOW 5.9.1c	Factory training shall be conducted at the Contractor's facility where the system was integrated.	Factory training shall be conducted at one of the Contractor's facilities ~~where the system was integrated~~.	The Contractor may have several facilities. The system might be integrated in a different facility than the training center	本意見同意採納,並將修改相關文件內容。

				where factory trainings are conducted.	
62	SOW 5.9.1g	During the Factory training, the Contractor shall provide access to the trainee during the training period. The expenses for the Internet use shall be paid by the Contractor.	During the Factory training, the Contractor shall provide access to the trainee during the training hours at the Contractor's facility. The expenses for the Internet use shall be paid by the Contractor.	Internet access is provided for training purposes only to be provided by the Contractor within the training hours at the Contractor's facility.	本意見同意採納，並將修改相關文件內容。
63	SOW 5.14	[System Warranty] The Contractor shall provide a three-year warranty services after the completion of Final System Acceptance. The Contractor shall provide an On-site Engineer (at least 1 year work experience with the contractor) in the first 6 months of the warranty period. This On-site Engineer shall maintain, debug and tune-up system functions for New AIS System and shall also establish and maintain a daily log. If the On-site Engineer needs extra support or expert	駐點工程師駐廠時間應放寬	It is a major cost-driver to send a colleague to Taiwan for 6 months. Rather, a much shorter duration and/or some sort of remote support should be agreed upon.	為利本案系統維護、軟體功能除錯及系統功能修改等工作，於系統保固期前6個月派駐一名至少1年以上原廠工作經驗之駐地工程師。

		assistance, the Contractor as part of the warranty shall provide this kind of support without any extra cost to the ANWS. The On-site Engineer shall work in accordance with the official working calendar of R.O.C and stay in NATSP or TIA ATC Tower Park during working hours (8 hours a day). If the On-site Engineer should be unable to attend on working hours, the Contractor shall prolong On-site days. The On-site Engineer shall go back to the site for repair within 4 hours when New AIS System has a major failure during non-working hours. All expenses for the On-site Engineer shall be covered by the Contractor.			
64	SOW 5.14	The On-site Engineer shall go back to the site for repair within 4 hours when New AIS System has a major failure during non-working hours. All expenses for the On-site	The On-site Engineer shall go back to the site for repair within **24** hours when New AIS System has a major failure during non-working hours. All expenses for the On-site	the sites are located in north and south of Taiwan. It is very challenge for the qualified engineer to move during non working time within 4 hours. It	本案備援陣地在桃園國際機場塔臺服務園區，與主陣地距離小於10公里，駐點人員轉移陣地時間訂為4小時，尚屬合理。

		Engineer shall be covered by the Contractor.	Engineer shall be covered by the Contractor.	is suggested to open to 24 hours, or allowed the non qualified person to take action for urgent issue.	
65	SOW 5.14	The Contractor shall provide a three-year warranty services after the completion of Final System Acceptance. The Contractor shall provide an On-site Engineer (at least 1 year work experience with the contractor) in the first 6 months of the warranty period. This On-site Engineer shall maintain, debug and tune-up system functions for New AIS System and shall also establish and maintain a daily log. If the On-site Engineer needs extra support or expert assistance, the Contractor as part of the warranty shall provide this kind of support without any extra cost to the ANWS. The On-site Engineer shall work in accordance with the official working calendar	The Contractor shall provide a three-year warranty services after the completion of Final System Acceptance. The Contractor shall provide an On-site Engineer (trained by the manufactuer on the AIM system prior to the start of the warranty period) in the first 6 months of the warranty period. This On-site Engineer shall maintain, debug and tune-up system functions for New AIS System and shall also establish and maintain a daily log. If the On-site Engineer needs extra support or expert assistance, the Contractor as part of the warranty	We recommend to update this requirement not to be based on the work experience with the Contractor but mainly on the training and knowledge of the solution that will be implemented by the contractor.	本案派駐之工程師應具有系統維護、軟體功能除錯及系統功能修改等能力，僅以原廠訓練為評判標準，尚難區分其能力。

		of R.O.C and stay in NATSP or TIA ATC Tower Park during working hours (8 hours a day). If the On-site Engineer should be unable to attend on working hours, the Contractor shall prolong On-site days. The On-site Engineer shall go back to the site for repair within 4 hours when New AIS System has a major failure during non-working hours. All expenses for the On-site Engineer shall be covered by the Contractor.	shall provide this kind of support without any extra cost to the ANWS. The On-site Engineer shall work in accordance with the official working calendar of R.O.C and stay in NATSP or TIA ATC Tower Park during working hours (8 hours a day). If the On-site Engineer should be unable to attend on working hours, the Contractor shall prolong On-site days. The On-site Engineer shall go back to the site for repair within 4 hours when New AIS System has a major failure during non-working hours. All expenses for the On-site Engineer shall be covered by the Contractor.		
66	SOW 5.14.4	[System Warranty] The Contractor shall provide New AIS System database update at each AIRAC cycle with	移除本條文	It is typically not possible to obtain and resell the data as a system supplier. Rather, the data must be	本案承商應於保固期間取得全世界資料集（worldwide dataset），並依AIRAC生效日期更新本案資料

		worldwide dataset during warranty period.		purchased directly from the data provider (e.g., EAD) by the end user.	庫之全世界資料集，使系統正確處理相關航空情報資訊，本總臺可提供授權予承商，由承商負責取得該資料集及其相關更新。
67	SOW 5.14.6	The Contractor shall provide all replacement spare parts that are required during the warranty period. If a replacement spare part that is taken from ANWS's spare parts inventory shall be replaced within 45 calendar days. All parts shall be repaired by the Contractor at the Contractor's facilities at no additional cost to ANWS during the warranty period, including shipping costs, insurance premiums, relevant taxes (if any), and other charges thus incurred. At the end of the warranty period, the Contractor shall repair all failed components.	The Contractor shall provide all replacement spare parts that are required during the warranty period. If a replacement spare part that is taken from ANWS's spare parts inventory shall be replaced within 90 calendar days. All parts shall be repaired by the Contractor or its local representative at the Contractor's facilities at no additional cost to ANWS during the warranty period, including shipping costs, insurance premiums, relevant taxes (if any), and other charges thus incurred. At the end of	Considering the global logistic and chip crisis impacting lead times for Hardware production and availability we kindly propose this updated requirement.	如有不可抗力因素，依照採購契約第14條相關規定辦理即可。

			the warranty period, the Contractor shall repair all failed components.		
68	SOW 5.15	The contractor shall be responsible for shipment of all equipment, and spare parts to the site.	The contractor shall be responsible for shipment of all equipment, and spare parts to the site under DAP or CIP INCOTERMS.	it is important to precise the shipment INCOTERM expected by ANWS as it may impact the shipment cost for both ANWS and contractor DDP (Delivered Duty Paid) means that all the customs duties, handling charges, local transportations, taxes applicable in Taiwan are under the contractor's responsibility. For a foreign company willing to bid and be in direct contract with ANWS, this would mean to bear high costs to create a local branch. therefore this request to kindly replace by CIP incoterms or DAP incoterms.	基於總台合約管理考量，本採購案採 DDP (Delivered Duty Paid)目的地稅迄交貨條件。

69	SOW 5.15.5	[Preparation, packaging, packing and marking] Shipment of material and equipment may be by sea/air freight. Storage shall be the responsibility of the Contractor.	Shipment of material and equipment may be by sea/air freight. Storage shall be the responsibility of the Customer.	Typically, our customers have storage rooms available anyway	設備運抵總臺陣地尚未完成點驗及設備安裝期間,總臺將會提供設備暫時存放空間。
70	SOW 6.1	The Contractor shall accomplish the installation, testing and 720-hour system confidence test of all the New AIS System prior to September 30, 2024. The implementation schedule planned by ANWS is presented in Table 6-1. The sequence of events leading up to the completion of the 720-hour system confidence test and the elapsed time prior to this major system implementation milestone shall also be met unless there is mutual agreement between the ANWS and the Contractor to change them.	The Contractor shall accomplish the installation, testing and 720-hour system confidence test of all the New AIS System prior to September 30, 2024. The implementation schedule planned by ANWS is presented in Table 6-1. The sequence of events leading up to the completion of the 720-hour system confidence test and the elapsed time prior to this major system implementation milestone shall also be met unless there is mutual agreement between the ANWS and the	The Design Review, happening at an early stage of the project, we kindly recommend to have a discussion on the project schedule at this moment in case there is any change needed on the sequence of events leading up to the completion of the 720-hour system confidence test, following discussions between ANWS and the contractor.	本意見同意採納,並將修改相關文件內容。

				Contractor to change them. In particular, after (or during) the Design Review meeting ANWS and the Contractor shall agree if the implementation schedule must be changed as a result of the decisions made at that meeting.		
71	SOW Table 6-1. New AIS System Implementation Schedule	 表 6-1 新一代航空情報服務系統建置計畫時程表 Table 6-1. New AIS System Implementation Schedule		 Table 6-1. New AIS System Implementation Schedule	The bid award date is unknown but the contract performance period is fixed. Therefore it is difficult for the manufacturers to estimate the performance period. It should be revised to a fixed number of days for contract performance from the date of bid award, so as to facilitate manufacturers to evaluate their contract performance capabilities	本案目前執行進度可於 112 年 3 月底前決標，所規定之各項查驗點工期尚符貴公司建議期程，基於總臺專案管理考量，履約期限仍採明訂日期方式規定。

The first schedule table (left):

項目 Event	完成期限 Due Date
完成啟始會議(第 1 次專案管理會議) Completion of Kick-Off Meeting (First Project meeting)	May 15, 2023
完成系統設計審查 Completion of System Design Review	August 31, 2023
完成第 2 次專案管理會議 Completion of Second Project meeting	November 15, 2023
完成工廠訓練(系統維護課程) Completion of Factory Training (System Maintenance Course)	December 31, 2023
完成工廠訓練(系統操作課程) Completion of Factory Training (Operator course)	February 29, 2024
完成工廠測試	March 31, 2024
Completion of Factory Acceptance Test	
完成第 3 次專案管理會議 Completion of Third Project meeting	June 15, 2024
完成系統安裝架設 Completion of System installation	June 30, 2024
完成陣地維護及操作訓練 Completion of Site Maintenance and Operation Training Course	July 31, 2024
完成陣地測試 Completion of Site Acceptance Test	August 15, 2024
完成 720 小時信心測試 Completion of 720-hour system confidence test	September 30, 2024
完成保固 Warranty Completion	完成最後驗收後提供 3 年保固。 Provide warranty of a period of 3 years after the completion of Final System Acceptance.

The second schedule table (right):

項目 Event	完成期限 Due Date
Notice of award	0
完成啟始會議(第1次專案管理會議) Completion of Kick-Off Meeting (First Project meeting)	45 days
完成系統設計審查 Completion of System Design Review	150 days
完成第2次專案管理會議 Completion of Second Project meeting	230 days
完成工廠訓練(系統維護課程) Completion of Factory Training (System Maintenance Course)	275 days
完成工廠訓練(系統操作課程) Completion of Factory Training (Operator course)	335 days
完成工廠測試 Completion of Factory Acceptance Test	370 days
完成第3次專案管理會議 Completion of Third Project meeting	440 days
完成系統安裝架設 Completion of System installation	460 days
完成陣地維護及操作訓練 Completion of Site Maintenance and Operation Training Course	490 days
完成陣地測試 Completion of Site Acceptance Test	500 days
完成720小時信心測試 Completion of 720-hour system confidence test	550 days
完成保固 Warranty Completion	完成最後驗收後提供3年保固。 Provide warranty of a period of 3 years after the completion of Final System Acceptance.

72	CDRL Table 2-1	[Table 2-1. Document List Delivery and Distribution Requirements] D03 System/Sub System Segment Specification	D03 System/Sub System Segment Specification or at least System/Subsystem Design Description (SSDD)	The System/Subsystem Design Description (SSDD) provides a sufficient level of details and description for an AIM system and can be provided 30 days prior to the Design Review in opposition to the System/Sub System Segment Specification.	基於專案管理需求，本總臺要求在系統設計審查會議前，已有詳細系統設計文件可供審查。
73	TSP 3.3.6/3	[AIXM Server] The equipment SHALL be installed in the cabinet by rack slide rails to facilitate swift uploads and replacements.	The full length servers SHALL be installed in the cabinet by rack slide rails to facilitate swift uploads and replacements.	Some equipment like switches, routers, edge servers do not have slides rails mechanism.	本意見同意採納，並將修改相關文件內容。
74	TSP 3.3.6/6	[AIXM Server] The server SHALL be installed with 2 Intel 16-cores Xeon Gold 6200 series 2.9GHz CPUs or other equivalent/higher performance processors.	The server SHALL be installed with 2 Intel 12-cores Xeon Gold 5200 series 2.2GHz CPUs or other equivalent/higher performance processors.	2 Intel 16-cores Xeon Gold 6200 series 2.9GHz CPUs are not industry standard requirements for an AIM system. The 5200 Xeon cpu are powerful enough to provide a AIM system. The highest frequency are not needed because the CPU is not a bottleneck on AIM system.	本總臺將重新評估伺服器規格需求，並修改相關文件內容。

75	TSP 3.3.6/10	[AIXM Server] The server SHALL have a dual-channel SAS raid controller with 2 GB cache and supporting RAID 0, 1, 5.	The server SHALL have a dual-channel SAS raid controller supporting RAID 0, 1, 5.	We recommend to leave this requirement quite broad as each ach manufacturer has his own architecture to meet the operational and maintenance requirements. For example, when using only RAID1 volumes or HBA disks (in the case of software defined storage), cache on controller is not needed.	本總臺將重新評估伺服器規格需求，並修改相關文件內容。
76	TSP 3.3.6/11	[AIXM Server] The server SHALL adopt at least 5 520GB SAS hard drive with 10,000 rpm or higher.	The server SHALL adopt either hard disk with at least 5 520GB SAS and 10,000 rpm or better, or alternative solution from the market with the same or better capacity.	We recommend to leave this requirement quite broad as each ach manufacturer has his own architecture to meet the operational and maintenance requirements. There are alternative solutions can be better to the requied one that are easily findable and available in the market.	承商可依 TSP 規定提出優規方案。
77	TSP 3.3.6/18	[AIXM Server] The server SHALL be equipped with 3 or more 100/1000 Mbps Ethernet ports	The server SHALL be equipped with 3 or more 100/1000 Mbps (or higher bandwith) Ethernet ports	Technologies available in the market are with higher bandwith than the one requested.	承商可依 TSP 規定提出優規方案。

78	TSP 3.3.6/18	[AIXM Server] The server SHALL be equipped with an 8X or faster DVD reader/writer.	The server SHOULD be equipped with an 8X or faster DVD reader/writer.	An integrated DVD reader/writer is not needed due to the possibility to boot on CD/DVD image using management port. If really needed an external CD/DVD is enough for special cases (failure of management port).	經評估總臺有使用 DVD 進行軟體更新需求,承商可依 TSP 規定提出優規方案。
79	TSP 3.3.7/2	[AIS Server、Web Server] The equipment SHALL be installed in the cabinet by rack slide rails to facilitate swift uploads and replacements.	The full length servers SHALL be installed in the cabinet by rack slide rails to facilitate swift uploads and replacements.	Some equipment like switches, routers, edge servers do not have slides rails mechanism.	本意見同意採納,並將修改相關文件內容。
80	TSP 3.3.7/5	[AIS Server、Web Server] The server SHALL be installed with 4 Intel 16-cores Xeon Gold 5200 series 2.3GHz CPUs or other equivalent/higher performance processors.	The server SHALL be installed with 2 Intel 12-cores Xeon Gold 5200 series 2.2GHz CPUs or other equivalent/higher performance processors.	2 Intel 16-cores Xeon Gold 6200 series 2.3GHz CPUs are not industry standard requirements for an AIM system. The 5200 Xeon cpu are powerful enough to provide a AIM system. The highest frequency are not needed because the CPU is not a bottleneck on AIM system.	本總臺將重新評估伺服器規格需求,並修改相關文件內容。

81	TSP 3.3.7/5	[AIS Server、Web Server] The server SHALL be installed with 4 Intel 16-cores Xeon Gold 5200 series 2.3GHz CPUs or other equivalent/higher performance processors.	The server SHALL be installed with 2 Intel 16-cores Xeon Gold 6200 series 2.9GHz CPUs or other equivalent/higher performance processors.	4 CPUs is very unusual and not needed for our solution.	本總臺將重新評估伺服器規格需求，並修改相關文件內容。
82	TSP 3.3.7/7	[AIS Server、Web Server] RAM capacity of the server SHALL be at least 128 GB.	RAM capacity of the server SHALL be at least 64GB	We recommend to leave this requirement quite broad as each ach manufacturer has his own architecture to meet the operational and maintenance requirements. As 20 GB of RAM should be more than enough for each application component, 64 GB RAM per server is enough.	本總臺將重新評估伺服器規格需求，並修改相關文件內容。
83	TSP 3.3.7/9	[AIS Server、Web Server] The server SHALL have a dual-channel SAS raid controller with 2 GB cache and supporting RAID 0, 1, 5.	The server SHALL have a dual-channel SAS raid controller supporting RAID 0, 1, 5.	We recommend to leave this requirement quite broad as each ach manufacturer has his own architecture to meet the operational and maintenance requirements. For example, when using only RAID1 volumes or HBA disks (in the case of software defined storage),	本總臺將重新評估伺服器規格需求，並修改相關文件內容。

			cache on controller is not needed.	
84	TSP 3.3.7/16	[AIS Server、Web Server] The server SHALL be equipped with 3 or more 100/1000 Mbps Ethernet ports.	The server SHALL be equipped with 3 or more 100/1000 Mbps (or higher bandwith) Ethernet ports	Technologies available in the market are with higher bandwith than the one requested.	承商可依 TSP 規定提出優規方案。
85	TSP 3.3.8/5	[Firewall] RAM capacity of the workstation SHALL be at least 16 GB.	RAM capacity of the workstation SHALL be at least 8 GB.	As 2 GB of RAM is enough for AIM application and the Operating System need 2Gb, 8GB is a standard for workstation.	經評估設備使用壽年，本項需求尚屬合理。
86	TSP 3.3.8/6	[Firewall] The workstation SHALL be installed with a quad-core CPU or faster. The CPU usage rate SHALL be below 50% when running essential application software.	The workstation SHALL be installed with a dual-core and 4 threads CPU or faster. The CPU usage rate SHALL be below 50% when running essential application software.	A 4 threads/32 core CPU is enough on workstation to work with AIM applications.	經評估設備使用壽年，本項需求尚屬合理。
87	TSP 3.3.12/4	[Firewall] Firewall SHOULD Support concurrent session 2 Million.	Firewall SHOULD Support concurrent session 100 000 or more.	Having a firewall supporting concurrent session 2 million seems quite oversized and not protecting more against cyber threat. 100,000 session at the same time is quite well sized.	本項為 should 選項，廠商可基於自身投標策略，考量是否提供。

88	TSP 3.3.12/5	[Firewall] Firewall SHOULD Support New sessions per second 15 000 or more.	Firewall SHOULD Support New sessions per second 15 000 or more.	Having a firewall supporting a new session per second 200000 seems quite oversized and not protecting more against cyber threat. 15 000 new session per second is enough for thousand of simultaneous users.	本項為 should 選項，廠商可基於自身投標策略，考量是否提供。
89	TSP 3.3.12/8	[Firewall] Firewall SHOULD support at least 500,000 Concurrent Sessions and 20,000 newly initiated Sessions.	Firewall SHOULD support at least 1000 Concurrent Sessions and 500 newly initiated Sessions or more.	Having a firewall supporting at least 500,000 Concurrent Sessions and 20,000 newly initiated Sessions seems quite oversized and not protecting more against cyber threat. For an AIM system, a maximum of 500 simultaneous links is enough.	本項為 should 選項，廠商可基於自身投標策略，考量是否提供。
90	TSP 3.3.12/10	[Firewall] Firewall SHOULD support 2Gbps SSL VPN Throughput and up to 10Gbps Throughput IPsec VPN.	Firewall SHOULD support 150 Mbps (or more) SSL VPN Throughput and up to 300 Mbps (or more) Throughput IPsec VPN.	Having a firewall supporting 2Gbps SSL VPN Throughput and up to 10Gbps throughput IPsec VPN seems quite oversized and not protecting more	本項為 should 選項，廠商可基於自身投標策略，考量是否提供。

					against cyber threat. 150 Mbps SSL VPN Throughput and up to 300 Mbps throughput IPsec VPN is enough.	
91		TSP 3.6.7	[Application Software] The contractor SHOULD deliver the source codes.		Regarding the request to deliver the Source Code of the products, ████ have understood the requisite as follow: The Company must give the source code only in case of a SW development specifically made for and paid by the Authority, it is not requested for COTS SW products. In case our understanding is wrong and the request is also for the COTS SW source code, is it acceptable for the Authority to proceed with an Escrow Agreement between the Authority and the Contractor, where the Source Code can be in case "used" by the Authority	本意見同意採納，並將修改相關文件內容。

				only in case of Contractor liquidation, dissolution or bankruptcy?	
92	TSP 3.6.7	[Application Software] The contractor SHOULD deliver the source codes.	The contractor SHOULD deliver the source codes to an Escrow provider/agent.	Source codes are typically not handed to a customer. However, handing source codes to an Escrow provider/agent is possible.	本意見同意採納，並將修改相關文件內容。
93	TSP 4.1.4	[System Functions-General] The system SHALL have the ability to convert address format between AFTN and X400. The system SHALL regularly query ANWS Directory server for the latest EDS directory data via X.500 or LDAP protocol, and SHALL keep a client-side address mapping reference as the basis for conversion.	建議將「The system SHALL regularly query ANWS Directory server for the latest EDS directory data via X.500 or LDAP protocol」之 SHALL 改為 SHOULD。		系統有發報至國外地址需求，需要有定期 update 轉換規則機制。
94	TSP 4.2.4/7	[Static data] The data update format SHALL include ARINC 424formatted files.	建議將 SHALL 改為 SHOULD。		國際間航空情報資料以 AIXM 及 ARINC 424 2 種資料格式為主，本案系統應具備該 2 種資料格式進行資料更新之能力。

95	TSP 4.3.1/6	[Web Application Content] The Web Application SHALL allow authorized users to submit flight plans (FPL and RPL) and amendments thereto in ICAO format. (Refer TSP Subsection 4.7 FPL Requirements)	The Web Application SHALL allow authorized users to submit flight plans proposals (FPL proposals and RPL proposals) and amendments thereto in ICAO format. (Refer TSP Subsection 4.7 FPL Requirements). The direct submission of actual FPLs to arbitrary addresses shall be prohibited.	Typically, only internal operators shall be allowed to send actual FPLs	本條文係說明僅接受核可使用者發送FPL至本總臺系統，本項建議將納入評估。
96	TSP 4.3.2/3	[Web Application management] When using mobile devices, a mobile-friendly design (e.g. responsive web design) SHALL be provided, excluding mobile application (APP).	When using tablet devices, a tablet -friendly design (e.g. responsive web design) SHALL be provided, excluding mobile application (APP).	Tablet devices are much more common for flight preparation than mobile phones.	本案網頁使用者於實務作業皆有使用手機或平板查閱及申報航空情報資料之需求。
97	TSP 4.3.2.4/d	[Web Application management] Authorized users SHALL be able to maintain Web pages layout and content using tools provided, which can alter Web pages, including navigation menus and links.	Authorized users SHOULD be able to maintain Web pages layout and content using tools provided, which can alter Web pages, including navigation menus and links.	We suggest to remove this requirement as it is usually not recommended to alter Web pages. Amongst many considerations, there are some cybersecurity considerations that prevent from being able to modify dynamically Web	本項建議採納

				pages even by an authorized user. Some intermediate capabilities could be discussed.	
98	TSP 4.3.2.9	[Web Application management] The Web Application SHALL meet the following response time requirement in the context of 40 users performing simultaneously: a. A standard text query of less than 7 seconds 80% of the time. b. Graphical information query of less than 10 seconds 80% of the time. c. An integrated briefing including Text (NOTAM information + METAR/TAF) and MET Charts for a flight (a route or narrow-route briefing) of less than 15 seconds 80% of the time.	The Web Application SHOULD meet the following response time requirement in the context of 40 users performing simultaneously: a. A standard text query of less than 7 seconds 80% of the time. b. Graphical information query of less than 10 seconds 80% of the time. c. An integrated briefing including Text (NOTAM information + METAR/TAF) and MET Charts for a flight (a route or narrow-route briefing) of less than 15 seconds 80% of the time.	We propose to "SHOULD" for this requirement as the measure of this metrics is quite subjective and depends on many factors (CPU, bandwidths at the time of measurement.....). How does ANWS measure the metrics?	本項建議將納入評估
99	TSP 4.4.2.6/e	[Airspace graphics display interface] Display NOTAM that are active at a specific time or time period, and the space described by the	"...are within or overlapping with a user-designated geometry..."	We understand the user would define a geometry to be used as a filter (but not an "airspace").	本條內容所述 "user-designated airspace" 係指使用者定義含水平與垂直高度之空域。

		qualifiers coordinates, radius, upper/lower limit are within or overlapping with a user-designated airspace. (E. q., a user-designated cylindrical space or a rectangular or polygon area with specified height range)			
100	TSP 4.4.2.6/f	[Airspace graphics display interface] Display NOTAM that are active at a specific time or time period , and the space described by the Qualifiers Coordinates , Radius, upper/lower limit are within or overlapping with, the stereoscopic cylinder (radius can be specified) continuum , or a stereoscopic square cylinder continuum (vertical and lateral ranges can be designated) along the FPL route.	Display NOTAM that are active at a specific time or time period , and the space described by the Qualifiers Coordinates , Radius, upper/lower limit are within or overlapping with, the stereoscopic cylinder (radius can be specified) continuum , or a stereoscopic square ~~cylinder~~ continuum (vertical and lateral ranges can be designated) along the FPL route.	We understand it's a typo.	本項建議採納
101	TSP 4.5.1/2	[NOTAM creation] The system SHALL have functionality to receive NOTAM proposal via The Web Application	建議「send extra copies to configurable AMHS addresses」部分改為 SHOULD，「have functionality to receive NOTAM proposal via		本案系統 NOTAM 相關資料皆須備份於指定之 AMHS UA，以供資料查閱與緊急備援。

		and send extra copies to configurable AMHS addresses.	The Web Application」可維持採用 SHALL。		
102	TSP 4.5.2/15	[NOTAM process] The system SHALL notify the operator when NOTAM validity (including PERM NOTAM) exceeds 3 months (can be configurable between 90-92 days).	建議將 SHALL 改為 SHOULD。		依 ICAO 規範,效期超過 3 個月之暫時性改變應以 AIP SUP 發布,倘 NOTAM Proposal 之效期超過 3 個月,系統應提醒席位人員注意,以符合相關作業規範。
103	TSP 4.5.3/1	[NOTAM promulgation] The system SHALL automatically list all received NOTAM proposals in a default sorting order based on effective date/time. High Priority (configurable lead time of item B) SHALL be red-coloured and positioned at the top of the defined list.	建議將 SHALL 改為 SHOULD。		本項建議將納入評估。
104	TSP 4.5.3/6	[NOTAM promulgation] Only specific system workstations SHALL be permitted to approve NOTAM issued for the Taipei FIR.	Only specific users SHALL be permitted to approve NOTAM issued for the Taipei FIR.	Functionality shall be bound to user rights rather than physical workstations.	本條文說明應於指定之工作站方可辦理本區飛航公告之發布。
105	TSP 4.5.4/7	[Process of other NOF NOTAM] The system SHALL have the capability to re-use NOTAM numbers, when the maximum number for a given NOTAM series is reached during the year (i.e. when 9999/22 is reached in September 22) and being able to handle a	建議移除本條文	Reusing NOTAM numbers can lead to inconsistencies in recipient systems. It is highly discouraged to use this procedure, better use additional NOTAM series	本案系統應有能力處理公告號碼重複之國外飛航公告,本項建議將納入評估。

		reception of a NOTAMN, NOTAMR (including Checklist automated processing) or NOTAMC and properly re-calculating the database consistency and coherence for those NOTAM message still missing.			
106	TSP 4.5.4/7	[Process of other NOF NOTAM] The system SHALL have the capability to re-use NOTAM numbers, when the maximum number for a given NOTAM series is reached during the year (i.e. when 9999/22 is reached in September 22) and being able to handle a reception of a NOTAMN, NOTAMR (including Checklist automatedprocessing) or NOTAMC and properly re-calculating the database consistency and coherence for those notam message still missing.	We propose to remove this requirement, as it is not compliant with ICAO rules.	This requirement does not meet the ICAO rules. If a system starts to reuse NOTAM numbers, the detection of missing NOTAM is not possible anymore. The ANSP has to plan such cases and use **different series**.	本案系統應有能力處理公告號碼重複之國外飛航公告，本項建議將納入評估。
107	TSP 4.5.5/12	[NOTAM management] The system SHALL have the functionality to modify validated international NOTAM.	建議移除本條文	Modifying a foreign NOTAM is highly discouraged. Only the source should do that.	本條文係說明系統應提供處理國際不符合 ICAO 格式 NOTAM 之能力。
108	TSP 4.5.7/6	[Checklist] The system SHALL have the capability to automatically process incoming NOTAM	建議將 SHALL 改為 SHOULD。		本項建議將納入評估。

		Checklist, upon activation of related system variables.			
109	TSP 4.6.2/5	[PIB content and type] The system and the Web Application SHALL provide the following PIB queries functionality: a. Airport type: allowing user to retrieve TAM (NOTAM, SNOWTAM, BIRDTAM, Non NOTAM information) and/or MET have been published for a list of airports. b. Country type: allowing user to retrieve TAM (NOTAM, SNOWTAM, BIRDTAM, Non NOTAM information) and/or MET have been published for a country. c. Cylinder type: allowing user to retrieve NOTAM located in a given cylinder centered on a point and radius (as stated in the Q-line). d. FIR type: allowing user to retrieve TAM (NOTAM, SNOWTAM, ASHTAM, Non NOTAM information) and/or MET have been published for a list of FIR. e. Location type: allowing user to retrieve TAM (NOTAM, SNOWTAM, BIRDTAM, Non NOTAM information) and/or MET have been published for a	刪除 BIRDTAM，非 ICAO 專有名詞，且非全球使用。	BIRDTAM is not an official ICAO term and is not in universal use. For bird hazards, NOTAMs should be used（there are specific NOTAM code "HX" for bird hazard）.	本項建議將納入評估。

		list of Airport and FIR. f. Object type: allowing user to retrieve NOTAM which have been linked to a static data (fixes, obstacle, airspace, sub-FIR,). g. By Qfir: allowing user to retrieve all NOTAM which Q-FIR matches the given FIR. h. Summary: allowing user to make a summary of all NOTAM for a given NOF.			
110	評估 TSP 4.7.2/4	[Flight Plan check] The system SHALL have the capability to display the syntax and semantic errors warnings in a list with a scroll bar on the same page of FPL/ATS messages.	The system SHALL have the capability to display the syntax and semantic errors warnings in a list with a scroll bar in a user-friendly way.	Less restrictive on the software design.	本項建議將納入評估。
111	需逐 TSP 4.7.5/15	[Repetitive flight plan(RPL)] The system SHALL have the capability to generate FPLs for all scheduled RPL in the RPL database at a certain time period before EOBT subject to adjustable system configuration and process them accordingly: a. Automatically distribute the FPL to pre-assigned addressees and store it in the FPL database. b. Sort it in the FPL queue list for manual processing if no pre-assigned	The system SHALL have the capability to generate FPLs for all scheduled RPL in the RPL database at a certain definable time period before EOBT and process them accordingly:	This gives the freedom to define the time period individually per RPL.	所提建議可能造成需逐班修改所有RPL，耗時費工。

		addressees exists for that FPL. The message origin field in the FPL queue list SHALL be displayed as an identifiable RPL originator. c. Sort it in the FPL queue List for manual processing if a FPL with the same Item 7-ACFT ID, Item 13-DEP AD, Item 16-DEST AD, Item 18-DOF already exists in the FPL database regardless of Item 13-EOBT. The message origin field in the FPL queue list SHALL be displayed as an identifiable RPL originator.			
112	TSP 4.7.5/16	[Repetitive flight plan(RPL)] The system SHALL have the capability to check the status and content of FPL generated for all scheduled RPLs in the FPL database within a certain time period after generated subject to adjustable system configuration.	The system SHALL have the capability to check the status and content of FPL generated for all scheduled RPLs in the FPL database ~~within a certain time period after generated subject to adjustable system configuration~~.	The content and status should be checked as early as possible.	本項建議將納入評估。
113	TSP 4.10.8	System configurations SHALL be able to modify without interrupting system operation.	Some system configurations SHALL be able to modify without interrupting system operation.	Some "system configurations" (for example BIOS configuration, network parameters, Hardware redundancy level, ...) cannot be changed without	本意見同意採納，並將修改相關文件內容。

				interrupting system operation.	
114	TSP 4.10.10	The system SHALL be able to allow 24 M&C workstations to log in and operate simultaneously.	The system SHALL be able to allow 4 M&C workstations to log in and operate simultaneously.	we propose this change to be consistent with § 3.3.8.12.a	本意見同意採納，並將修改相關文件內容。
115	TSP 4.10.11/12	[Alarm] The types of alarms SHALL be configurable as a sound, image or automatic printout.	The types of alarms SHALL be configurable as a sound, visual alarm or automatic email (or automatic printout).	Nowadays alarms are no longer printed out but digitally stored to facilitate event analysis.	本意見同意採納，並將修改相關文件內容。
116	TSP 6.1.2	[Account Management] The system SHALL be able to set the expired time for user account. When the expired time is reached, the system SHALL automatically disable the user account.	The system SHALL be able to disable a user account if the user does not log in to the system for a configurable number of days.	Disabling user accounts which are used regularly might be dangerous.	本條文係敘明系統應可設定網頁使用者帳號之有效期，而非指帳號於一段時間內未使用，便將其移除之權限管理。本案網頁主要提供航空從業人員使用，為確保相關使用者之管理，系統應可設定該使用者帳號之有效期，以利帳號之管控。
117	TSP 6.5.1	The contractor SHALL perform source code scanning, penetration testing and vulnerability scanning before declaring that all project tasks have been completed, and after	The contractor SHALL perform source code scanning, penetration testing and vulnerability scanning before declaring that all project tasks have	Considering the limited exposure and safety level of the AIM system, those requirements need to be aligned on typical ATM products (Critical = 9-10	基於本總臺資訊安全需求考量，高風險以上漏洞須進行修補。

			each software change during the warranty period, and SHALL provide the report to ANWS. If any vulnerability that need to be fixed (CVSS Score 7.0 or above) are found, the contractor SHALL fix relevant system vulnerabilities before delivering to ANWS.	been completed, and after each software change during the warranty period, and SHALL provide the report to ANWS. If any known, exploitable and critical (CVSS Score 9 or above) vulnerability is found, the contractor SHALL fix relevant vulnerabilities before delivering to ANWS.	as per NIST https://nvd.nist.gov/vuln-metrics/cvss). Contractor PSIRT shall monitor and alert for known or newly discovered vulnerabilities impacting the project during warranty in complement with 6.5.2 ANWS periodical inspections.	
118		TSP 6.5.1	The contractor SHALL perform source code scanning, penetration testing and vulnerability scanning before declaring that all project tasks have been completed, and after each software change during the warranty period, and SHALL provide the report to ANWS. If any vulnerability that need to be fixed (CVSS Score 7.0 or above) are found, the contractor SHALL fix relevant system vulnerabilities before delivering to ANWS.	The contractor SHALL perform source code scanning, penetration testing and vulnerability scanning before declaring that all project tasks have been completed, and before each Software Maintenance Release annually delivery during warranty period, and SHALL provide the report to ANWS. If any vulnerability that need to be fixed (CVSS Score 7.0 or above) are found, the contractor SHALL fix relevant system	In case of installation, during the warranty period, of a software patch to fix a bug, it is not relevant to perform penetration tests and vulnerability scanning. Indeed, we recommend to perform this vulnerability scanning annually before each software maintenance release for more efficency and relevancy.	本意見同意採納，並將修改相關文件內容。

| 119 | TSP 6.5.2 | During the warranty period, ANWS will periodically conduct system security inspection and cyber security health diagnosis. If any vulnerability that need to be fixed (CVSS Score 7 or above) are found, the contractor SHALL fix relevant system vulnerabilities. | During the warranty period, ANWS will periodically conduct system security inspection and cyber security health diagnosis. If any known, exploitable and critical (CVSS Score 9 or above) vulnerability is found, the contractor SHALL fix relevant system vulnerabilities. | Considering the limited exposure and safety level of the AIM system, those requirements need to be aligned on typical ATM products (Critical = 9-10 as per NIST https://nvd.nist.gov/vuln-metrics/cvss). Contractor PSIRT shall monitor and alert for known or newly discovered vulnerabilities impacting the project during warranty in complement with 6.5.2 ANWS periodical inspections. | 基於本總臺資訊安全需求考量，高風險以上漏洞須進行修補。 |
| 120 | other | The evaluation criterion seems to be based on the quality of the bidder's response to the following 5 macro areas:
　　a.　Professional capability and experiences
　　b.　Technologies and Services
　　c.　Support | It is not clear what scoring is associated to the 5 areas and whether there is a minimum scoring threshold to be met for each of them. For example, how are the requirements assessed in document A06_4_TSP? Is the bidder obliged to be compliant | | 評選配分不在本次公開閱覽範圍，正式上網公告招標時將有評選相關規定。 |

		d. Cyber Security Management e. Cost	with all mandatory requirements or is there a minimum threshold of compliancy to be met?		
121	other		In order for CAAT to benefit from ███ highest quality proposal, we kindly ask to publish the official tender after Christmas time, due to possible operational delays from 22nd December 2022 until 7th January 2023.		本案預劃12月初上網公告，預計會在1月中旬進行開標作業。