

No.	Tender Page No	Section No /Para No and Section Name	Tender Clause text	Query	Customer's Response
Technical Solution					
1	11	Section F - Paragraph ii - Components of BoQ	Software and Licenses. This line item envisages the procurement of all the required software licenses for the successful completion of the project as per the scope mentioned in this RFP and its annual maintenance. It also includes the procurement of Airport Operational Database & Resource Management System licenses to support <number of licenses to be included>. Bidder should advise the required quantity of licenses to support business operations at Kannur Airport.	Further to the referenced statement, it is requested that we understand their current business Operations.	Item number 21 in page 54 details expected processes and information flow. Bidder shall use this as base to propose the solution augmenting it with their experience in airport operations.
2	27	Section 3 - Scope of Work - Paragraph I - d	d) Integration with other existing application Software.	Further to the referenced section, the Components that exist at KIAL are to be listed for better understanding of the level of work.	Item number 21 in page 54 details the expected interfaces.
3	27	Section 3 - Scope of Work - Paragraph I - a (i)	Study the existing network architecture and end user hardware and propose the required 'Bill of Material' for Cloud and on premise instance to manage the servers , storage , virtualisation and networking.	1. The Site assessment should be permitted before submission to facilitate a correct pricing and solutioning. 2. The statement is corresponding and contradicting for the requirement for the Cloud Hosting.	An instance shall be hosted on cloud and the secondary instance shall be hosted on premises.  Bidder shall provide the minimum specifications of the backend infrastructure such as servers, storage, Operating system, data base to host on premise.  Annexure 10, page 80 has detailed the current network schematic diagram. Bidder shall use that as base and propose the required backend infrastructure to enable effective operation of the solution.
4	27	Section 3 - Scope of Work - Paragraph I - b)	Host Airport Operational Database (AODB) & Resource Management System (RMS) applications on the primary and secondary data centers, one on premise and another on cloud environment. Kannur Airport will decide which one will be the primary	This statement contradicts with the line item as mentioned below for section 5.2, d, 5.2.1 & 5.2.2.	These points should be referred from the on-premises instance point of view.
5	33	Section 5.2 (d), 5.2.1 (Production Environment)	The production instances in cluster mode is the live server in which day to day operations are carried out. The production instances will be constantly monitored for utilization and uptime. It may be on-premise or on-cloud.	It is always recommended to host on-site server for Production environment and a remote server for DR environment. Basically for Future data scaling and retrieval performance.	Propose the solution to enable effective operations. Kannur airport will regularly switch between primary and DR environment.
6	33	Section 5.2 (d), 5.2.2 (DR environment)	The DR server needs to be planned on the cloud. The Contractor should work out the specifications of the cloud resource during the initial phase and assist Kannur Airport in procuring and implementing the same.	As above	Kannur airport will regularly switch between primary and DR environment.
7	39	General - Paragraph a	In a customer hosted environment, the AODB will include a single, centralized, real-time relational database, running on database system, in which all data describing the operating policies, procedures, and preferences of the airport, the planned parking positions, and the real-time operations are collected and stored. It should provide high availability.	Please confirm if hardware and software (ex:os) is under customer to contractor's scope?	For the on-premises instance, Kannur airport will provide the hardware and required 3rd party software as per the minimum specifications recommended by the bidder.

8	40	General -Paragraph h	Except for backups, no information or data will be kept or stored outside of the Oracle database.	Is it mandatory to provide oracle database? Can contractor provide SQL database?	Bidder may propose the suitable database to ensure effective functioning of the software.
9	40	General -Paragraph J	The user should be able to store information in the AODB that allows the applications to select a given airport configuration on a specific day automatically.	Please provide an example of such configuration	Software shall recognize the details of the terminal or airport to deliver necessary functionality. For example, terminal 1 may have check-in counter C1, C2 C3, where as Terminal 2 may have check-in counters C12, C13 and C14. When an airline is slated to operate at a particular terminal or airport, it shall use the required resources as applicable.
10	43	User's features- Paragraph f	Support operational critical systems such as: i. Airport Collaborative Decision-Making System (ACDM), ii. Airport Operational Control Center (AOCC) iii. Airport Community App iv. Passenger App v. Other concessionaire application vi. Other initiatives like DigiYatra vii. Airport's information platform such as Data lake	What is meant by support?	Integrate to the listed applications as detailed in item 21 in page 54 i.e., send and receive the information as applicable to/from these systems and relevant interface control documents (ICDs) during the course of project shall establish further details of integration.
11	55	Section 7	Line items 4 & 6 are missing from the requirement list	Line items 4 & 6 are missing from the requirement list	Line items 4 and 6 shall be discarded.
12			General Question	Please provide list of interfaces required	Item number 21 in page 54 details expected processes and information flow. Bidder shall use this as base to propose the solution augmenting it with their experience in airport operations.
13			General Question	please confirm if third party to third party integration is in scope	Bidder shall coordinate with 3rd parties for integration in coordination with Kannur airport.
14			General Question	Information message broker and middle were should be included in contractor's scope?	Yes, to be included in the scope.- Mention the section number
<b>Project Management and Delivery</b>					
15	35	5.4 Training Services	The Contractor is responsible to ensure that the nominated resources by Kannur Airport are trained on the intended task to be performed on the system.	Kindly confirm number of participants expected to be trained. Kindly confirm KIAL will provide training rooms with computers, projectors, whiteboard, tables, chairs with power & LAN for conducting the training.	Kannur airport will provide the training rooms with the computers, projector, whiteboard, tables, chairs, power and LAN. Approximately 20 participants shall be trained.
16	37	5.6.4 Testing	The testing methodology advocates complete and comprehensive testing of the system 1. Conference Room Pilot 2. Endurance testing	Kindly provide high level expectations for the tests to be carried	Conference room pilot testing shall ensure that system is functioning at its base functional features when deployed. Endurance testing shall ensure consistent performance from functional and technical point of view for a defined duration of period covering a minimum of 2 weeks.
17	57	22 Availability Requirements	The system should follow a standard in terms of how failover and redundancy of core systems is handled within Kannur Airport	kindly share the existing process followed for failover process.	Bidder shall propose the failover process that shall be adopted for this system.
18	58	40. General Requirement	The system should provide the ability to integrate with standard Microsoft Office products, including MS Word, MS Excel, MS Access and MS Outlook.	kindly explain the integration expected.	System shall be flexible to facilitate integration with Microsoft product such as sending email notifications for alerts.
<b>Support and Maintenance</b>					

19	38	5.6.6 Operation & Maintenance Support	Bidder shall adequately plan the O&M on-site support team during the entire period of warranty and operation & maintenance support, with adequate teams to ensure the SLA conditions as stipulated under clause 2.23, from 0700 hrs. to 1900 hrs. Monday to Saturday. The Contractor may plan for offsite support for modules, wherever feasible, subject to the SLA conditions.	1-Kindly clarify if onsite support is required from 0700 hrs to 1900 hrs, Monday to Friday (with offsite/on call support outside these hrs)? 2- By offsite support, does customer mean 'Remote central support', or 'on call' Support.	Onsite support required for the specified hours from Monday to Saturday. Bidder may consider remote support, subject to SLA conditions adherence.
20	74	Annexure 8: SLA Computation.	The SLA's and penalties for SLA non-performance in the new RFP are very different from the original RFP. They are Non-standard SLA's, which are requested against modules and interfaces and not against Application Service time.	1-The new requested 99.99% non-standard SLA's is too high an SLA and would add additional charges to the business case. 3-The Services are remotely managed 2-Can the Bidder revert to the original RFP SLA's and Penalties?	SLAs remains as per RFP terms & conditions
21	74	Annexure 8: SLA Computation.	Resolution/Workaround times: 2 hours: Highly Critical 4 hours: Highly Critical 2 days: Other	These are non-standard SLA's against the modules and interfaces, that would required 24/7 onsite support to achieve. Is customer requesting 24/7 onsite administrators, as the service is normally remotely managed.	SLAs remains as per RFP terms & conditions
22		General Question	General Question	Will customer be providing their own Level 1 onsite hardware Break/Fix maintenance support services?	Kannur airport will provide Level 1 support.
<b>Terms and Conditions/ Legal</b>					
23	10	PART - II: Financial Bid	i. No stipulation, deviation, terms & conditions, presumption, basis etc. shall be stipulated in the price bid. Any conditions, if stipulated, shall be treated as null and void and shall render the bid liable for rejection.	The bidders should be allowed to suggest few deviations/assumptions which can be agreed mutually at the time of contract negotiation.	Proposal shall adhere to RFP terms & conditions. Any suggestions may be added as options. However, Kannur airport reserves the right to adhere to the RFP terms & conditions vide a Corrigendum.
24	11	General Conditions:	d. A responsive tenderer is one who submits priced tender and accepts all terms and conditions of the specifications and contract documents.	The bidders should be allowed to suggest few deviations/assumptions which can be agreed mutually at the time of contract negotiation.	Proposal shall adhere to RFP terms & conditions. Any suggestions may be added as options. However, Kannur airport reserves the right to adhere to the RFP terms & conditions vide a Corrigendum.
25	15	2.6. Involvement of Sub-Contractor (s)	2.6.2.5. All rights of use of any process, product, service or facility developed or any other task performed by the subcontractor for the Supplier, under this contract would lie exclusively with the Purchaser in perpetuity free from all liens, encumbrances and other third party rights and the Supplier shall, wherever required, take all steps that may be necessary to ensure the transfer of such ownership in favor of the Purchaser.	Any new development will also be owned by the party which develops it. Please clarify.	Any development specifically carried out for the Purchaser shall be owned by the Purchaser.

26	15	2.6. Involvement of Sub-Contractor (s)	subcontractor. 2.6.2.7. Where the Purchaser deems necessary, it shall have the right to require replacement of any subcontractor with another subcontractor and the Contractor shall in such case terminate forthwith all agreements/contracts other arrangements with such subcontractor and find suitable replacement for such subcontractor to the satisfaction of the Purchaser at no additional charge. Failure to terminate all agreements/contracts with such sub-contractors, shall amount to a breach of the terms hereof.	Does this mean all contracts? even the ones unrelated to the Purchaser (KIAL)? This should not be the case.	This covers the contracts that either directly or indirectly renders services to the Purchaser.
27	15	2.6. Involvement of Sub-Contractor (s)	2.6.2.8. The Contractor shall be responsible for ensuring that the Subcontractor shall comply with all relevant and applicable provisions of the Contract. In default on the part of the sub-contractor to comply with the terms and conditions of the Contract wherever applicable, shall amount to breach on the part of the Contractor, and the Purchaser in addition to all other rights, have the right to claim damages add recover from the Contractor all losses/ or other damages that may have resulted from such failure.	We understand that such damages a referred here shall be in-line with the damages which would have been applicable to the Contractor and not more than that in any case.	Such damages shall cover all the losses/ or other damages that may have resulted from such failure.
28	17	2.16. Bid Submission Format	The entire proposal shall be submitted strictly as per the format specified in this RFP. Bids with deviation from this format shall be rejected.	The bidders should be allowed to suggest few deviations/assumptions which can be agreed mutually at the time of contract negotiation.	Proposal shall adhere to RFP terms & conditions. Any suggestions may be added as options. However, Kannur airport reserves the right to adhere to the RFP terms & conditions vide a Corrigendum.
29	23	2.21. Performance Bank Guarantee (PBG)	e) Kannur International Airport Limited shall also be entitled to make recoveries from the Bidder's bills, performance bank guarantee, or from any other amount due to him, the equivalent value of any payment made to him due to inadvertence, error, collusion, misconception or misstatement.	We understand this clause pertains to this agreement only and that the BG will not be forfeited for a default in any other contract or for any other unrelated debt/recovery,	Applicable to contractor and its subcontractors / consortium.
30	25	2.24. Design, Development, Testing, Implementation and Integration	ii. Penalties: In case of delay in Design, Development and going LIVE of Whole Package (Excluding O&M) within six (6) months of the issue of the work order, then a sum equivalent to one (1) % of the total contract value shall be deducted from the payment for each week of delay or part thereof.  (b) In case, the selected bidder does not supply the ordered items/services for any reason, the bidder will be liable to pay the difference amount to the purchaser, over and above the performance guarantee, which indenter Kannur International Airport Limited must pay to the next or other selected bidder for purpose of the said items.	We understand that this will be covered under the cap as mentioned in section 2.24 above. And that is the overall aggregate cap for the whole contract. Please confirm.  There are various remedies for non -performance of the contractor and therefore this sub-clause (b) should be deleted.	As per RFP terms & conditions.
31	25	2.25. Letter of Acceptance	The Bidder whose bid has been accepted shall be notified of the award by the Kannur International Airport Limited prior to the expiration of the period of validity of the proposal, by registered letter or by fax. The Bidder shall acknowledge in writing, the receipt of the Letter of Acceptance and shall send his acceptance to enter into the Contract within 15 (fifteen) days from the receipt of the Letter of Acceptance.	Please clarify if this is 15 days or 30 days as in the previous sections it is mentioned as 30 days. We also understand that the contract will be executed on mutually agreed terms and conditions. Please confirm	The Bidder shall acknowledge in writing, the receipt of the Letter of Acceptance and shall send his acceptance to enter into the Contract within 15 (fifteen) days from the receipt of the Letter of Acceptance.  The successful bidder shall sign the contract within Thirty (30) days from the date of issue of award of work in accordance with the format given in the RFP.

32	26	2.26. Force Majeure	2.26. Force Majeure	The bidder should be allowed to terminate in case the force majeure continues for a period of 30 days.	As per RFP terms & conditions.
33	26	2.28. Liability Clause	A. Any fine imposed by agencies including legal agencies against the contractor's personnel directly or indirectly involved in the implementation and O&M support, should be fully borne by the contractor.	It should be added that this clause will not be applicable in case such fine is attributable to KIAL' act or omissions.  We would suggest addition of a clause capping the overall liability. Suggested clause as follows:  1.1. Neither party shall be liable to the other party or its Affiliates for any indirect losses (including without limitation, any loss or corruption of data, loss of business, loss of profits or any other economic loss of any kind), howsoever arising. 1.2. Each Party's direct liability in contract, tort or otherwise arising in connection with the performance or contemplated performance of this Agreement, shall be limited in aggregate to the 12 months fees paid by KIAL to the Supplier in the 12 months preceding the first claim. 1.3. Notwithstanding Clauses 1.1 and 1.2, neither party excludes or limits its liability to the other party for: (a) death or personal injury resulting from the wilful misconduct or gross negligence of that party; or (b) fraudulent misrepresentation.	The first clarification is covered with point 2.28.C  Liability terms & conditions as per the RFP
34	26	2.31. Contract Termination	2.31. Contract Termination	Termination for convenience should be deleted. The contract can only be terminated by either party due to a material breach of the terms of the contract/agreement.	As per RFP terms & conditions.
35	66	Annexure 2: Unconditional Acceptance Letter	1. The tender documents for the works mentioned above have been sold to me/us by Kannur International Airport Ltd and I/we hereby certify that I/we have inspected the site and read the entire terms and conditions of the tender documents made available in the website <a href="https://www.kannurairport.aero/tender">https://www.kannurairport.aero/tender</a> , which shall form part of the contract agreement and I/We shall abide by the conditions/clauses contained therein. 2. I/We hereby unconditionally accepts the general tender conditions of KANNUR INTERNATIONAL AIRPORT LIMITED's tender documents in its entirety for the above works and in case we have put forth any conditions same may be treated as withdrawn.	We request that this should be subject to the deviations and assumptions.	Will be guided by RFP terms & conditions.  Any deviations must be discussed, documented and covered by a corrigendum to this RFP.
36	69	Annexure 4: Proposal Covering Letter in response to RFP Notice	1. Having examined the RFP document, I/we, the undersigned, herewith submit our proposal in response to your RFP Notification no KIAL/IT/RFP/2/2019 for "Selection of Agency for Procurement, Design, Development, Testing, Implementation, Integration and Operation & Maintenance of an Airport Operational Database (AODB), Resource Management System (RMS) and Master Systems Integration (MSI) for Kannur International Airport Limited." in full conformity with the said RFP document.	We request that this should be subject to the deviations and assumptions	Will be guided by RFP terms & conditions.  Any deviations must be discussed, documented and covered by a corrigendum to this RFP.
37	69	Annexure 4: Proposal Covering Letter in response to RFP Notice	2. I/We have read the provisions of the RFP document and confirm that these are acceptable to us. I/We further declare that additional conditions, variations, deviations, if any, found in our proposal shall not be given effect to.	We request that this should be amended as " I/We have read the provisions of the RFP document and confirm that, <b>subject to the deviations</b> , these are acceptable to us. I/We further declare that additional conditions, variations, deviations, if any, <b>other than the deviations in the deviation sheet</b> , found in our proposal shall not be given effect to. "	Will be guided by RFP terms & conditions.  Any deviations must be discussed, documented and covered by a corrigendum to this RFP.

Name of Project: Selection of Agency for Procurement, Design, Development, Testing, Implementation, Integration and Operation & Maintenance of an Airport Operational Database (AODB), Resource Management System (RMS) and Master Systems Integration (MSI) for Kannur International Airport Limited

Ref #: KIAL/IT/RFP/2/2019

38	75	Annexure 9: Non-Disclosure Agreement	Whereas, each party desires to disclose to the other party certain information in oral or written form which is proprietary and confidential to the disclosing party, ("CONFIDENTIAL INFORMATION").	We understand that the information will be shared for the purpose of smooth functioning of the Agreement and therefore we request you to please add the purpose.	Will be guided by RFP terms & conditions. Any deviations must be discussed, documented and covered by a corrigendum to this RFP.
39	77	Annexure 9: Non-Disclosure Agreement	In addition, Company shall indemnify Kannur Airport of the actual and liquidated damages which may be demanded by Kannur Airport. Moreover, Kannur Airport shall be entitled to recover all costs (including reasonable attorneys' fees) which it or they may incur in connection with defending its interests and enforcement of legal rights arising due to a breach of this agreement by Company.	We request that this clause to be removed or to be put under the overall liability cap.	As per RFP terms & conditions
40	78	Annexure 9: Non-Disclosure Agreement	17 Survival Both parties agree that all their obligations undertaken herein with respect to Confidential Information received pursuant to this Agreement shall survive till perpetuity even after any expiration or termination of this Agreement.	The obligations under this section should be for a term, We suggest that it should be 3 years.	As per RFP terms & conditions
41	84	Form: Financial Proposal Submission Form	I/We, the undersigned, offer to provide the services for "Selection of Agency for Procurement, Design, Development, Testing, Implementation, Integration and Operation & Maintenance of an Airport Operational Database (AODB), Resource Management System (RMS) and Master Systems Integration (MSI) for Kannur International Airport Limited." in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal. Our attached Financial Proposal is for the sum of [Insert amount(s) in words and figures]. We are aware that any conditional financial offer will be outright rejected by Kannur International Airport Limited. This amount is exclusive of taxes as listed at Form 5 (Consolidated Cost Summary) attached.	We request that this should be subject to the deviations and assumptions.	Will be guided by RFP terms & conditions. Any deviations must be discussed, documented and covered by a corrigendum to this RFP.
42	86	Form 3: Format of Performance Bank Guarantee	(c) This Guarantee shall be irrevocable and remain in full force for a period of .....inclusive of a claim period of 60 (sixty) days or for such extended period as may be mutually agreed between Kannur Airport and the Bidder, and agreed to by the Bank,.....	We understand that along with the duration the end date will also be mentioned in the blank provided. Please confirm.	As per the details in Section 1, Page 5.
43	87	Form 3: Format of Performance Bank Guarantee	(c).....and shall continue to be enforceable till all amounts under this Guarantee have been paid.	the following should be added "... or the guarantee period is over.	As per the details in Section 1, Page 5.
<b>Others</b>					
44	14	Clause 2.3 - Cost of RFP	The cost of the document is INR 50,000/- (Rupees Fifty Thousand Only) + 18% GST and the same shall be paid online	Kindly advise if the cost should be paid online or by Demand Draft	It shall be payable by Demand Draft
45	18	Clause -2.20.2_Eligibility Criteria	The bidder shall have minimum average annual turnover of INR 500 Crore (Globally) for the last five years for Software Development and System Integration	Pls. Clarify that Parent Company Turn Over will be considered as mentioned "Globally"?	Yes, overall annual turnover. Clause 2.20.2 in Eligibility Criteria shall be read as follows: The bidder shall have minimum average annual turnover of INR 100 Crore (Globally) for the last five years for Software Development and System Integration



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46	18	Clause -2.20.2 – Eligibility Criteria	Similar works” shall mean Procurement, Design, Development, Testing and Implementation of an Airport Operational Database (AODB)& Resource Management System (RMS) software and Master Systems Integration (MSI).	Please clarify AODB & RMS or MSI, it should not be “And	Scope of the RP is for of an Airport Operational Database (AODB)& Resource Management System (RMS) software and Master Systems Integration (MSI).
47	19	Eligibility Criteria	Bidder or one of the Bidders in case of consortium, should possess CMMi Level 5 and any the below valid Certifications which are valid at the time of bid submission: <ul style="list-style-type: none"> <li>● ISO 20000:2011/20000-1:2011for IT Service Management</li> <li>● ISO27001:2005forInformationSecurity Management System</li> </ul>	Please clarify that Group companies certificate is accepted?	Bidder or one of the Bidders in the consortium or its sub contractors or its Group companies certificate.
48	20	2.20.4. Technical Eligibility Criteria	Designed, Developed, Tested and Commissioned and maintained Airport Operational Database (AODB), Resource Management System (RMS) and Master Systems Integration (MSI) works at an airport of value 25 Crore and above	Please clarify as OEM of application, service provider have contracted with System Integrator – such orders along with airport reference would be valid for this clause.	Service provider shall have that experience or product OEM shall be part of the contract / subcontractor / consortium.
49	27	3. Scope of Work - paragraph I-f	f) There should be guaranteed uptime for Airport Operational Database and Master Systems Integration cloud of 99.9%. The planned downtime should occur once a month and should not last no longer than eight hours.	Please clarify that the AODB & RMS should be only hosted on cloud ? This is not a global practice due to security of data and strong of data for compliance and regulatory purpose. – Please clarify that locally hosted solution is also acceptable as this contradicts with clause A & B	An instance shall be hosted on cloud with in India and the secondary instance shall be hosted on premises.
		3	Scope of Work		
50		3.I.a.i & ii.	Conduct ‘As-is’ Study to finalize the Functional and non-functional requirement for all the Stakeholders.	Please clarify the scope of this exercise. Will this exercise provide an opportunity to revise the project price and programme if the as-is study indicates that the proposed delivery methodology is not practical due to conditions outside of contractor control.	Objective of the As-Is study is to give an idea of the business processes and procedures that will assist the service provider in delivering an effective solution.
51		3.I.b.	Host Airport Operational Database (AODB) & Resource Management System (RMS) applications on the primary and secondary data centers, one on premise and another on cloud environment. Kannur Airport will decide which one will be the primary.	Could you confirm that the Production servers are to be hosted on premise and that the DR environment is to be hosted off-premise as described in 5.2.1 and 5.2.2 ?	Propose the solution to enable effective operations. Kannur airport will regularly switch between primary and DR environment.
52		3.II		How many users would use the system?	About 10 to 15 users will manage the planning and real time operations.
53		3.VIII	“Requirements herein are conceptual, but not exhaustive.....”	We are unable to accept this wording, as it adds ambiguity to the scope of work. We therefore request such phrases are removed, and our offer shall concisely define the work to be performed. Bid sought is for fixed price then how can we have vairable scope?	Scope has been provided along with the integration requirements. Kannur airport expects the service provider to come on-board with experience in airport business operations to suggest the suitable configuration and rollout the functional features based on the airport industry business practices.
54		4	Project Milestones		
55				Please advise the anticipated date of Contract Start?	It will be notified during technical bid opening date.
56		5	Deliverables		
57			Bidder shall adequately plan the O&M on-site support team during the entire period of warranty and operation & maintenance support, with adequate teams to ensure the SLA conditions as stipulated under clause 2.23, from 0700 hrs to 1900 hrs. Monday to Saturday.	Please clarify that Contractor shall provide Level 3 remote support as per SLA. Level 1 and Level 2 support will be provided by Kannur International Airport	Level 1 support will be provided by Kannur airport. Level 2 and Level 3 support by the service provider as per the stipulated SLA guidelines.

58		6	Functional Requirements		
59		6.1.d	*The AODB should maintain business intelligence data for the entire enterprise, whether the enterprise consists of many terminals or airports*.	Could you confirm that the RFP is for the implementation of AODB, RMS and MSI at Kannur Airport only?	Scope of the project is for Kannur airport. It is common for airports to expand by building additional terminals. Hence, the system should be able to handle such scenarios. For clarity purposes, there is only one terminal at Kannur airport as of date.
60		6.6.c	The gate-management system should operate seamlessly with an integrated central airport database that can receive flight information from multiple airlines, national air control centers, and data providers, such as Flight Stats, and that can provide information to external systems such as FIDS, billing systems, and accounting systems	Could you provide the specifications of the interfaces with FIDS, Billing and Accounting systems?	Interface Control Document (ICD) shall be developed by service provider during the course of the project.
61		6.14	Gate Management System (Reports)	Do you have an enterprise BI tool that you prefer to use for reporting?	There is no enterprise BI tool at this moment.
62		6.20	Computational Environment (AODB&RMS)	Could you provide a description of the servers rooms and their inter-connectivity (redundant optic fibre) ?	Will be provided to the successful bidder. For planning purposes, there is a data center and alternate one is under construction.
63		6.21	Detailed list of interfaces	Based on the diagram, we've identified the following systems to be interfaced with the new Information Broker. Could you confirm that list and provide Interface specifications ? Could you specify those that are already in operations, those that are to be interfaced for the go live of the project and those that are for a later phase? - PA - BRS - BHS - SSBD - Public FIDS - Staff FIDS - Airlines SSIM schedules - Airlines Realtime feed - Type B Messages - AFTN - AOCC - Aeronautical Billing - Data lake - Airport website - Airport portal - Retail system - BMS - VGDS - ERP	Item number 21 in page 54 details expected processes and information flow. Bidder shall use this as base to propose the solution augmenting it with their experience in airport operations.
64		6.21	Detailed list of interfaces	Could you specify the number of airlines that will provide a real-time flight schedule ?	8 airlines as of now and this list will vary / increase as per business operations
65		XX	General Questions		



66		General		We assume that Kannur Airport are able to provide physical hosting infrastructure (e.g. data centre or local server), with specifications for the host supplied by the contractor.	An instance shall be hosted on cloud and the secondary instance shall be hosted on premises.  Kannur airport shall provide the physical hosting infrastructure for the instance at on-premises.  For the instance on cloud, successful bidder shall provide the cloud hosting services.
67		General		Which ERP is used and require integration in Kannur International Airport?	ERP system selection in progress
68		General		Please clarify which Billing System is used in Kannur International Airport?	In-house system at this moment
69		General		Please clarify which Retail System is used in Kannur International Airport?	Retailers are using their POS systems
70		General		Please clarify that integration with Airline Feeds should be done via AIDX messaging, if not please elaborate on the required integration?	Item number 21 in page 54 details expected processes and information flow. Bidder shall use this as base to propose the solution augmenting it with their experience in airport operations.
71		General		Please clarify which DCS/LDCS are used in Kannur International Airport and which data is expected to be obtained? Please be aware, that booking data and passenger information is commercial property of airlines and require explicit agreement commercial and confidentiality agreement between Kannur International Airport and airlines.	LDCS is not in use at this moment.  Airlines use their own DCS systems. Passengers booking data is not required, however volumes are required to enable airport operations planning
72		General		Please clarify which Building Management System is used in Kannur International Airport and what is the purpose of the integration?	Will be shared with successful bidder. Required integration shall be using middleware and defined interface control document (ICD).
73		General		Are we permitted to make variations to the stated Contract Terms?	Will be guided by RFP terms & conditions.  Any deviations must be discussed, documented and covered by a corrigendum to this RFP.
74		General		Regarding the Governing Law, would you accept the neutral territory of Switzerland?	As per the RFP terms & conditions
75		General	instances of 'including but not limited to'	We are unable to accept this wording, as it adds ambiguity to the scope of work. We therefore request such phrases are removed, and our offer shall concisely define the work to be performed.	Please clarify if there is any specific clause that needs to be addressed or clarified.
76		Annexure 2		We cannot accept as written, it must be subject to and read in accordance with our Proposal. Its a Design based proposal RFP	Please clarify if there is any specific clause that needs to be addressed or clarified. Deviations if any accepted will be notified vide an corrigendum to this RFP.
77		Annexure 3	Compliance	This document only refers to the functional requirements listed in Section 6 of the RFP. Please confirm whether a similar statement of compliance is needed against the non-functional requirements listed in Section 7, as these do not appear to factor into the assessment mechanism.	Both functional and non-functional requirements will be assessed.
78		Annexure 4		We cannot accept as written, it must be subject to and read in accordance with our Proposal	Please clarify if there is any specific clause that needs to be addressed or clarified. Deviations if any accepted will be notified vide an corrigendum to this RFP.
79		Annexure 8		Cannot be accepted as-is. We will amend to confirm which components of AODB, RMS align with each of the severity categories. Please confirm that is OK	Based on the best practices to enable effective systems and services to business department, bidder may suggest the best options for consideration.

80		Annexure 11, item 8		Could you provide a description of the existing infrastructure (servers, switches and firewalls) and indicate which hardware could be used for the implementation of the new solution?	Bidder shall provide the minimum specifications and requirements.
81		Annexure 9	Remedies	This clause should be reciprocal as per the rest of the agreement and our maximum liability shall be capped under liability clause of RFP	As per RFP terms & conditions
82		Annexure 12	Form 4	What is the Payment term for Sl. No. 1,2, and 4 of Form 4? Please clarify? Note 4 suggests payments shall be made in 6 years thru Quarterly Installments? Our understanding is that payment against sum total of Sl. No. 1,2 and 4 in form 4 shall be made in Quarterly installments starting from contract award during implementation period. Please confirm	Yes, the understanding is correct.
83	5	NOTICE INVITING TENDER : 1. Invitation for proposal : 4. Bid Validity	120 days from the date of opening of Financial Bid	<del>120</del> 30 days from the date of opening of Financial Bid	As per RFP terms & conditions.
84	5	NOTICE INVITING TENDER : 1. Invitation for proposal : 5. Earnst Money Deposit (EMD)/Security Deposit	INR 1,00,00,000/- (Rupees One Crore Only)	<del>INR 1,00,00,000/- (Rupees One Crore Only)-</del>	EMD can be provided as a Bank Guarantee. Details will be given in the Corrigendum.
85	5	NOTICE INVITING TENDER : 1. Invitation for proposal : 13; 14	As per RFP	<del>To be deleted-</del>	As per RFP terms & conditions.
86	5	NOTICE INVITING TENDER : 1. Invitation for proposal : 15. Performance Security Validity	PBG Part 1 : 18 Months from the date of successful warranty completion with zero outstanding defects PBG Part 2 : 60 Months from the date of commencement of O&M service contract	<del>PBG Part 1 : 18 Months from the date of successful warranty completion with zero outstanding defects- PBG Part 2 : 60 Months from the date of commencement of O&amp;M service contract</del>	As per RFP terms & conditions.
87	14	NOTICE INVITING TENDER : 2. Instruction to bidders : 2. Modification and withdrawl of tenders	If the tenderer modifies the tender condition at any stage even after submitting the unconditional acceptance letter, then the bid submitted by the tenderer are liable to be rejected and the EMD / Security Deposit shall be forfeited	<del>If the tenderer modifies the tender condition at any stage even after submitting the unconditional acceptance letter, then the bid submitted by the tenderer are liable to be rejected and the EMD / Security Deposit shall be forfeited</del>	As per RFP terms & conditions.
88	15	2.6 Involvement of Sub Contractor(s) 2.6.2.4	The Contractor indemnifies and shall keep indemnified Purchaser against any losses, damages, claims or such other implications arising from or out of the acts and omissions of such subcontractor. The Contractor shall be responsible for making all payments to the subcontractor as may be necessary, in respect of any Services performed or task executed, and the Purchaser shall not be responsible for any part or full payment which is to due to such subcontractor.	<del>The Contractor indemnifies and shall keep indemnified Purchaser against any losses, damages, claims or such other implications arising from or out of the acts and omissions of such subcontractor. The Contractor shall be responsible for making all payments to the subcontractor as may be necessary, in respect of any Services performed or task executed, and the Purchaser shall not be responsible for any part or full payment which is to due to such subcontractor.-</del>	As per RFP terms & conditions.
89	16	2.6 Involvement of Sub Contractor(s) 2.6.2.7	Where the Purchaser deems necessary, it shall have the right to require replacement of any subcontractor with another subcontractor and the Contractor shall in such case terminate forthwith all agreements/contracts other arrangements with such subcontractor and find suitable replacement for such subcontractor to the satisfaction of the Purchaser at no additional charge. Failure to terminate all agreements/contracts with such sub-contractors, shall amount to a breach of the terms hereof	<del>Where the Purchaser deems necessary, it shall have the right to require replacement of any subcontractor with another subcontractor and the Contractor shall in such case terminate forthwith all agreements/contracts other arrangements with such subcontractor and find suitable replacement for such subcontractor to the satisfaction of the Purchaser at no additional charge. Failure to terminate all agreements/contracts with such sub-contractors, shall amount to a breach of the terms hereof</del>	As per RFP terms & conditions.

90	16	2.7 Completeness of response	Bidders are advised to study all instructions, forms, terms, requirements and other information in the RFP documents carefully. Submission of bid shall be deemed to have been done after careful study and examination of the RFP document and Existing Site conditions/facilities at Kannur Airport with full understanding of its implications. The response to this RFP should be full and complete in all respects. Failure to furnish all information required by the RFP documents or submission of a proposal not substantially responsive to the RFP documents in every respect will be at the Bidder's risk and may result in rejection of its Proposal and forfeiture of the EMD / Security Deposit. However, Kannur Airport Reserves the right/ Discretion of Accepting/ rejecting the proposal	<del>Bidders are advised to study all instructions, forms, terms, requirements and other information in the RFP documents carefully. Submission of bid shall be deemed to have been done after careful study and examination of the RFP document and Existing Site conditions/facilities at Kannur Airport with full understanding of its implications. The response to this RFP should be full and complete in all respects. Failure to furnish all information required by the RFP documents or submission of a proposal not substantially responsive to the RFP documents in every respect will be at the Bidder's risk and may result in rejection of its Proposal and forfeiture of the EMD / Security Deposit. However, Kannur Airport Reserves the right/ Discretion of Accepting/ rejecting the proposal</del>	As per RFP terms & conditions.
91	17	2.12 Right to terminate the process	Kannur International Airport Limited may terminate the RFP process at any time and without assigning any reason. Kannur International Airport Limited reserves the right to amend/ edit / add/ delete any clause of this Bid document and will become part of Bid/ RFP	Kannur International Airport Limited may terminate the RFP process at any time before the submission of the final bid and without assigning any reason. Kannur International Airport Limited reserves the right to amend/ edit / add/ delete any clause of this Bid document and will become part of Bid/ RFP	As per RFP terms & conditions.
92	17	2.13 Earnst Money Deposit (EMD)/Security Deposit	As per RFP	Clause to be deleted	As per RFP terms & conditions.
93	19	2.18 Bid Validity Period	The validity of the bids submitted in time shall be till 120 days from the date of opening of the Financial Bid. No liability will be borne by Kannur International Airport Limited on the rejected bids for the cost in preparation of bids etc.	The validity of the bids submitted in time shall be till <del>120</del> 30 days from the date of opening of the Financial Bid. No liability will be borne by Kannur International Airport Limited on the rejected bids for the cost in preparation of bids etc.	As per RFP terms & conditions.
94	24	2.20.5 Financial Bid Evaluation (c.)	In BOQ, Sl.No. v will be required for entering into a contract for O&M support after the expiry of 5 years O&M contract stipulated in this RFP. However, quoted price for the 6th and the 7th year shall not exceed by 10% or Consumer Price Index (CPI) whichever is lower, based on the average annual O&M support cost for the initial 5 years	<del>In BOQ, Sl.No. v will be required for entering into a contract for O&amp;M support after the expiry of 5 years O&amp;M contract stipulated in this RFP. However, quoted price for the 6th and the 7th year shall not exceed by 10% or Consumer Price Index (CPI) whichever is lower, based on the average annual O&amp;M support cost for the initial 5 years</del>	As per RFP terms & conditions.
95	24	2.21 Performance Bank Gaurantee (PBG)	As per RFP	Clause to be deleted	As per RFP terms & conditions.
96	25	2.22 Payment Terms and Schedule (a) Operation and Maintenance	The total quoted amount for O& M shall be paid in 20 Equal Quarterly installments (Every three months in arrears) during the initial 5 years of paid maintenance period. If Kannur Airport opts for the additional two years of O&M Support, the lumpsum quote for the additional two years shall be paid in eight equal quarterly instalments	The total quoted amount for O& M shall be paid in <del>20 Equal Quarterly</del> installments (Every three months in arrears) monthly in arrears during the initial 5 years of paid maintenance period. If Kannur Airport opts for the additional two years of O&M Support, the lumpsum quote for the additional two years shall be paid monthly in arrears.	As per RFP terms & conditions.
97	25	2.23 Service Level Agreement (SLA) and Penalty during Operation and Maintenance	The penalty will be capped to a maximum limit of 10% of the contract value excluding the O&M cost, during the warranty support period and 25% of the Quarterly O&M amount for each quarter during the O&M period. The Contractor shall deploy suitable tools to monitor the module wise serviceability of the Airport Operational Database (AODB)& Resource Management System (RMS) software	<del>The penalty will be capped to a maximum limit of 10% of the contract value excluding the O&amp;M cost, during the warranty support period and 25% 3% of the quarterly annual O&amp;M amount for each quarter during the O&amp;M period. The Contractor shall deploy suitable tools to monitor the module wise serviceability of the Airport Operational Database (AODB)&amp; Resource Management System (RMS) software, and the total overall SLA and penalty shall be capped to a maximum of 3% of the O&amp;M Annual Contract Value.</del>	As per RFP terms & conditions.
98	26	2.24 Design, Development, Testing, Implementation and Integration : ii. Penalties	In case of delay in Design, Development and going LIVE of Whole Package (Excluding O&M) within six (6) months of the issue of the work order, then a sum equivalent to one (1) % of the total contract value shall be deducted from the payment for each week of delay or part thereof.	In case of delay in Design, Development and going LIVE of Whole Package (Excluding O&M) within six (6) months of the issue of the work order, then a sum equivalent to one ( <del>1</del> 0.1) % of the total Development, Testing, Implementation and Integration Annual Contract Value shall be deducted from the payment for each week of delay or part thereof. This shall be capped to a max of 3% of the Development, Testing, Implementation and Integration Annual Contract Value.	As per RFP terms & conditions.

99	26	2.24 Design, Development, Testing, Implementation and Integration : ii. Penalties (a)	Delay in excess of 4 weeks will be sufficient to cause for termination of the contract. In that case the Performance Bank Guarantee of the bidder will be forfeited	<del>Delay in excess of 4 weeks will be sufficient to cause for termination of the contract. In that case the Performance Bank Guarantee of the bidder will be forfeited</del>	As per RFP terms & conditions.
100	26	2.24 Design, Development, Testing, Implementation and Integration : ii. Penalties (b)	In case, the selected bidder does not supply the ordered items/services for any reason, the bidder will be liable to pay the difference amount to the purchaser, over and above the performance guarantee, which indenter Kannur International Airport Limited must pay to the next or other selected bidder for purpose of the said items	<del>In case, the selected bidder does not supply the ordered items/services for any reason, the bidder will be liable to pay the difference amount to the purchaser, over and above the performance guarantee, which indenter Kannur International Airport Limited must pay to the next or other selected bidder for purpose of the said items</del>	As per RFP terms & conditions.
101	27	2.28 Liability Clause	A. Any fine imposed by agencies including legal agencies against the contractor's personnel directly or indirectly involved in the implementation and O&M support, should be fully borne by the contractor.  B. If a third party claim that deliverables the contractor provided to Kannur Airport infringe that third party's copy right or intellectual proprietary, the contractor should be responsible to defend Kannur Airport against that claim at its expense and pay all costs, damages, court charges etc. that a court finally awards or the amount included in a settlement of the claim, as applicable.  C. In the event that Bidder is delayed or prevented from performing its obligations due to failure by the Kannur Airport or its employees or agents or delay on the part of or on behalf of the Kannur Airport, then Bidder shall be allowed an additional period of time to perform its obligations and unless otherwise agreed the additional period shall be equal to the amount of time for which Bidder is delayed or prevented from performing its obligations due to such failure or delay on the part of or on behalf of the Kannur Airport.	<del>A. Any fine imposed by agencies including legal agencies against the contractor's personnel directly or indirectly involved in the implementation and O&amp;M support, should be fully borne by the contractor.  B. If a third party claim that deliverables the contractor provided to Kannur Airport infringe that third party's copy right or intellectual proprietary, the contractor should be responsible to defend Kannur Airport against that claim at its expense and pay all costs, damages, court charges etc. that a court finally awards or the amount included in a settlement of the claim, as applicable.  C. In the event that Bidder is delayed or prevented from performing its obligations due to failure by the Kannur Airport or its employees or agents or delay on the part of or on behalf of the Kannur Airport, then Bidder shall be allowed an additional period of time to perform its obligations and unless otherwise agreed the additional period shall be equal to the amount of time for which Bidder is delayed or prevented from performing its obligations due to such failure or delay on the part of or on behalf of the Kannur Airport.</del>	As per RFP terms & conditions.
102	27	2.31 Contract Termination	The Kannur Airport may, for its convenience and with 30 days prior written notice to the Contractor, terminate this contract in whole or in part and without payment of any penalty or incurring any further obligation to the Contractor. The Contractor shall be entitled to compensation upon submission of invoices and proof of claim for supplies and services provided in compliance with this contract up to and including the date of termination	<del>The Kannur Airport</del> The either party may, for its convenience and with 30-90 days prior written notice to the Contractor, terminate this contract in whole or in part and without payment of any penalty or incurring any further obligation to the Contractor. The Contractor shall be entitled to compensation upon submission of invoices and proof of claim for supplies and services provided in compliance with this contract up to and including the date of termination. along with the mentioned In the event of termination by Kannur International Airport, the Contractor shall be paid for the: a) Goods delivered b) Services rendered c) Work in progress d) Third party orders in pipeline which cannot be cancelled despite Contractor's best efforts e) Unrecovered investments shall be paid by customer as per termination schedule till the date of termination.	As per RFP terms & conditions.  Agree to 90 days prior written notice.

103	29	3 Scope of Work (III)	Kannur Airport may at its own discretion opt to purchase the Airport Operational Database (AODB) and Resource Management System (RMS) licenses directly from the OEM. In the event of a decision to allow the Contractor to purchase the licenses, the Contractor shall, at its own cost, shall transfer the licenses to Kannur Airport during the termination or expiry of the O&M contract	<del>Kannur Airport may at its own discretion opt to purchase the Airport Operational Database (AODB) and Resource Management System (RMS) licenses directly from the OEM. In the event of a decision to allow the Contractor to purchase the licenses, the Contractor shall, at its own cost, shall transfer the licenses to Kannur Airport during the termination or expiry of the O&amp;M contract</del>	Bidder shall provide the list of software licenses and possibility to transfer those licenses to Kannur airport
104	29	3 Scope of Work (V)	The developed software shall have comprehensive warranty for six (6) months after commissioning of the entire system from the date of Go-live. Any changes that would be warranted for ensuring the intended functionality, which might not have been apparent during the UAT, and within the scope of the RFP, would have to be undertaken by the Contractor during this period. In case, such requirement if outside the scope of this RFP, shall be implemented by the Contractor at an additional cost, based on the quoted man month cost by the Contractor. The reasonable manhours required for completing such changes would be decided on a mutually agreeable terms between Kannur Airport and the Contractor	The developed software shall have comprehensive warranty for six (6) months after commissioning of the entire system from the date of Go-live. Any changes that would be warranted for ensuring the intended functionality, which might not have been apparent during the UAT, and within the scope of the RFP and upto 5%, would have to be undertaken by the Contractor during this period. Any further variations in the scope/ changes will be subject to revision in unit price. In case, such requirement if outside the scope of this RFP, shall be implemented by the Contractor at an additional cost, based on the quoted man month cost by the Contractor. The reasonable manhours required for completing such changes would be decided on a mutually agreeable terms between Kannur Airport and the Contractor	Agreed
105	30	3 Scope of Work (VIII)	Requirements defined here are conceptual, but not exhaustive. However, within the framework set herein there can be variations, depending upon the system study by the Contractor and his interaction with the users, after which development and customization would be carried out	Requirements defined here are conceptual, <del>but not exhaustive</del> . However, within the framework set herein there can be variations, depending upon the system study by the Contractor and his interaction with the users, after which development and customization would be carried out. The final scope will be on the basis of agreed document only.	Agreed. This document shall not result in price variance.
106	30	3 Scope of Work (IX)	If any works, services, functions or responsibilities not specifically described in this RFP, are an inherent, necessary or customary part of the services or are essential for the proper performance or provision of the intended services, they shall be deemed to be included within the scope of work and is to be delivered as part of the contract without any additional cost.	If any works, services, functions or responsibilities not specifically described in this RFP, are an inherent, necessary or customary part of the services or are essential for the proper performance or provision of the intended services, they shall be deemed to be included within the scope of work and is to be delivered as part of the contract <del>without any</del> at additional cost.	Agreed
107	30	3 Scope of Work (X)	At any point of time before the end of System Design if Airport Operational Database (AODB) and Resource Management System (RMS) OEM introduces technological advance (including new version) for System Design if Airport Operational Database (AODB) and Resource Management System (RMS) product originally proposed in the Bid, the Contractor shall be obligated to supply, configure and implement the latest version of the available sub-system(s) having equal or better performance or functionality at the same or lesser unit price as compared to that contained in this Bid.	At any point of time before the end of System Design if Airport Operational Database (AODB) and Resource Management System (RMS) OEM introduces technological advance (including new version) for System Design if Airport Operational Database (AODB) and Resource Management System (RMS) product originally proposed in the Bid, the Contractor shall be obligated to supply, configure and implement the latest version of the available sub-system(s) having equal or better performance or functionality at <del>the same or lesser</del> mutually agreed unit price <del>as compared to that contained in this Bid.</del>	As per mutually agreed man day rate in the contract.
108	6	Instructions to Bidders	2F "The Works Order/ Purchase order/ Supply order/Award letter" means the order placed for the Procurement, Design, Development, Testing, Implementation, Integration and Operation & Maintenance of Airport Operational Database (AODB), Resource Management System (RMS) & Master Systems Integration (MSI) at Kannur International Airport. issued by the Kannur Airport including all attachments and appendices there to and all documents incorporated by reference therein.	2F "The Works Order/ Purchase order/ Supply order/Award letter" means the order placed for the Procurement, Design, Development, Testing, Implementation, Integration and Operation & Maintenance of Airport Operational Database (AODB), Resource Management System (RMS) & Master Systems Integration (MSI) at Kannur International Airport. issued by the Kannur Airport including all attachments and appendices <del>on the basis of the Bidder's Proposal</del> thereto and all documents incorporated by reference therein.	Proposal shall adhere to RFP terms & conditions. Any suggestions may be added as options. However, Kannur airport reserves the right to adhere to the RFP terms & conditions vide a Corrigendum.



109	6	Instructions to Bidders	2J CONTRACT: Contract means the documents containing invitation to tender, instructions to tenderer, agreement/acceptance of tender, particular, general and special conditions, specified technical specifications, mutually agreed terms and conditions in the acceptance of tender and includes a repeat order, which has been accepted or acted upon by the contractor.	2J CONTRACT: Contract means the documents containing invitation to tender, instructions to tenderer, Bidder's Proposal agreement/acceptance of tender, particular, general and special conditions, specified technical specifications, mutually agreed terms and conditions in the acceptance of tender and includes a repeat order, which has been accepted or acted upon by the contractor.	Proposal shall adhere to RFP terms & conditions.
110	7	Instructions to Bidders	2S) WORK: The expression 'Works' shall unless be something either in the subject or content repugnant to such construction, be construed and taken to mean the works or by virtue of the contract contracted to be executed whether temporary or permanent, and whether original, altered, substituted or additional.	2S) WORK: The expression 'Works' shall unless be something either in the subject or content repugnant to such construction, be construed and taken to mean the works or by virtue of the contract contracted to be executed whether temporary or permanent, and whether original, altered, substituted or additional <b>on mutually agreed terms and conditions between the Parties.</b>	Agreed
111	10	Financial Bid Evaluation	e(iv) The quoted Price shall be deemed to be all inclusive till the completion of the work. It is clearly understood that Kannur Airport will not have any additional liability to wards payment of any Taxes & Duties over and above total quoted price.	The quoted Price shall be <b>exclusive of applicable taxes and duties</b> deemed to be all inclusive till the completion of the work. <del>It is clearly understood that Kannur Airport will not have any additional liability to wards payment of any Taxes &amp; Duties over and above total quoted price.</del> All additional taxes, levies and duties as per applicable laws shall be borne by the Kannur Airport	As per RFP terms & conditions
112	12	c. Tender Document Fees/EMD/Security Deposit	The Security Deposit /EMD is required to protect the tenderer against risk of Bidder's conduct, which would warrant the forfeiture of security.	The Security Deposit /EMD is required to protect the tenderer against risk of Bidder's conduct, <b>in certain situations mutually agreed between the Parties</b> which would warrant the forfeiture of security.	As per RFP terms & conditions
113	15	Involvement of Sub-contractor (s) 2.6.2.6	Nothing in the clause of the RFP shall relieve the Contractor from any of its liabilities or obligations under this Contract. The Purchaser reserves the right to hold Supplier liable for any act/omission of any subcontractor.	Nothing in the clause of the RFP shall relieve the Contractor from any of its liabilities or obligations under this Contract. The Purchaser reserves the right to hold Supplier liable for any act/omission of any subcontractor, <b>unless such act/omission is attributable to the Purchaser.</b>	Agreed
114	17	Earnst Money Deposit (EMD)/Security Deposit	As per RFP	Unsuccessful Bidder's EMD / Security Deposit will be returned to the unsuccessful bidder <b>immediately</b> after the award of work to the successful bidder. In case of successful bidder, EMD / Security Deposit will be returned, without interest on submission of Performance Bank Guarantee.	Agreed



115	25	Force Majeure	<p>2.26. Force Majeure</p> <p>The Bidder shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure. For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Bidder that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Bidder. Such events may include, but not be limited to, acts of Kannur International Airport Limited in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes. If a Force Majeure situation arises, the Bidder shall promptly notify Kannur International Airport Limited in writing of such condition and the cause thereof. Unless otherwise directed by Kannur International Airport Limited in writing, the Bidder shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.</p>	<p>The Bidder shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure. For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Bidder that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Bidder. Such events may include, but not be limited to, acts of Kannur International Airport Limited in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes. <b>However non-payment by the Purchaser to the Contractor is not a condition/situation of Force Majeure.</b> If a Force Majeure situation arises, the Bidder shall promptly notify Kannur International Airport Limited in writing of such condition and the cause thereof. <del>Unless otherwise directed by Kannur International Airport Limited in writing, the Bidder shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.</del> <b>If the conditions of Force Majeure continue to exist beyond a period of 60 days, the Parties may mutually decide to terminate the contract and the Contractor shall be paid for the all the goods supplied and services rendered till the actual stoppage of work in view of the Force Majeure conditions</b></p>	As per RFP terms & conditions
116	27	Liability Clause	<p>2.28. Liability Clause</p> <p>A. Any fine imposed by agencies including legal agencies against the contractor's personnel directly or indirectly involved in the implementation and O&amp;M support, should be fully borne by the contractor.</p> <p>B. If a third-party claim that deliverables the contractor provided to Kannur Airport infringe that third party's copy right or intellectual proprietary, the contractor should be responsible to defend Kannur Airport against that claim at its expense and pay all costs, damages, court charges etc. that a court finally awards or the amount included in a settlement of the claim, as applicable.</p> <p>C. In the event that Bidder is delayed or prevented from performing its obligations due to failure by the Kannur Airport or its employees or agents or delay on the part of or on behalf of Kannur Airport, then Bidder shall be allowed an additional period of time to perform its obligations and unless otherwise agreed the additional period shall be equal to the amount of time for which Bidder is delayed or prevented from performing its due to such failure or delay on the part of or on behalf of the Kannur Airport.</p>	<p>2.28. Liability Clause</p> <p>A. Any fine imposed by agencies including legal agencies against the contractor's personnel directly or indirectly involved in the implementation and O&amp;M support, should be fully borne by the contractor.</p> <p>B. If a third-party claim that deliverables the contractor provided to Kannur Airport infringe that third party's copy right or intellectual proprietary, the contractor should be responsible to defend Kannur Airport against that claim at its expense and pay all costs, damages, court charges etc. that a court finally awards or the amount included in a settlement of the claim, as applicable. <b>Notwithstanding the above, the Contractor shall not be liable for any indirect, punitive, consequential or incidental loss, damage, claims, liabilities, charges, costs, expense or injury (including, without limitation, loss of use, data, revenue, profits, business and for any claims of any third party claiming through the Contractor) that may arise out of or be a result of this Agreement. In addition, the financial liabilities of the Contractor arising out of this claim or any other claims as mutually agreed upon or otherwise under this Agreement, irrespective of the form of claim, shall not exceed the fees received by it under this contract during the six months preceding the date of the first claim by the purchaser.</b></p> <p>C. In the event that Bidder is delayed or prevented from performing its obligations due to failure by the Kannur Airport or its employees or agents or delay on the part of or on behalf of Kannur Airport, then Bidder shall be allowed an additional period of time to perform its obligations <b>to be mutually determined by the Parties</b> and unless otherwise agreed the additional period shall be equal to the amount of time for which Bidder is</p>	As per RFP terms & conditions

117	26	Warranty	<p>Bidder shall warrant that the delivered software meets the requirements as specified in the detailed Specifications of the Application Software. This warranty shall remain valid for six (6) months after the system Go Live at Kannur Airport. Kannur Airport shall promptly notify Bidder in writing of any 'defect' in the software arising due to the reasons solely and entirely attributable to Bidder under this warranty. Upon receipt of such notification, Bidder shall remove the 'defect' in the application software. Warranty shall also include changes or modifications that becomes essential for giving the intended performance of the system, as specified in the approved Specifications. In case of breach of this warranty, Kannur Airport's exclusive remedy will be to obtain (1) the re-performance of the service or the correction or replacement of any service deliverable that provides substantially similar functionality or (2) if both parties mutually determines that such remedies are not practicable, a refund of the fees allocable to that part of the deliverable will be due to Kannur Airport if already paid by the Kannur Airport.</p>	<p>. The Purchaser represents and warrants that it has or will obtain or will arrange for all requisite approvals, consents, logon Credentials to carry on its business, and for the Bidder to undertake and perform the Services. Since the Bidder is acting as a reseller of completed products, it shall "pass-through" any and all warranties and indemnities received from the manufacturer or licensor of the products and, to the extent, granted by such manufacturer or licensor, to the Purchaser who shall be the beneficiary of such manufacturer's or licensor's warranties and indemnities. In addition to the same, the Bidder shall not provide any additional warranties and indemnities with respect such products. Bidder shall warrant that the delivered software meets the requirements as specified in the detailed Specifications of the Application Software. This warranty shall remain valid for six (6) months after the system Go Live at Kannur Airport. Kannur Airport shall promptly notify Bidder in writing of any 'defect' in the software arising due to the reasons solely and entirely attributable to Bidder under this warranty. Upon receipt of such notification, Bidder shall remove the 'defect' in the application software subject to additional costs to be borne by the Purchaser. Warranty shall also include changes or modifications that becomes essential for giving the intended performance of the system, as specified in the approved Specifications. In case of breach of this warranty, Kannur Airport's exclusive remedy will be to obtain (1) the re-performance of the service or the correction or replacement of any service deliverable that provides substantially similar functionality subject to the costs to be borne by Kannur Airport or (2) if both parties mutually determine that such remedies are not practicable, a refund of the fees allocable to that part of the deliverable will be due to Kannur Airport if already paid by the</p>	As per RFP terms & conditions
118	26	Confidentiality	<p>Both parties agree that they may, in the course of their business relationship with the other, acquire or be exposed to information that is proprietary or confidential to the other party, its affiliates or its or their respective clients. Both parties undertake, to hold all such information in strictest confidence and not to disclose such information to third parties nor to use such information for any purpose whatsoever save as may be strictly necessary for the performance of the assignment as mentioned in this proposal.</p>	<p>Both parties agree that they may, in the course of their business relationship with the other, acquire or be exposed to information that is proprietary or confidential to the other party, its affiliates or its or their respective clients. Both parties undertake, to hold all such information in strictest confidence and not to disclose such information to third parties nor to use such information for any purpose whatsoever save as may be strictly necessary for the performance of the assignment as mentioned in this proposal.</p>	
119	39	AODB, RMs and MSI	<p>The below listed Functional requirement are just indicative and not exhaustive. The bidder is expected to conduct a detailed requirement gathering session with Kannur Airport once selected for the project.</p>	<p>The below listed Functional requirement are <del>just indicative and not</del> exhaustive. The bidder is expected to conduct a detailed requirement gathering session with Kannur Airport once selected for the project. In the event of any additional indices, the same shall be mutually agreed upon and arrived at subject to additional costs to be borne by Kannur International Airport</p>	Please clarify the request

120	66	Unconditional acceptance letter	2. I/We hereby unconditionally accepts the general tender conditions of KANNUR INTERNATIONAL AIRPORT LIMITED's tender documents in its entirety for the above works and in case we have put forth any conditions same may be treated as withdrawn. 3. I/we hereby accepts that all the technical specifications as brought out in the tender are acceptable and where ever, it is not meeting the listed technical specifications in the RFP, a deviation has been indicated in the Technical Specification Compliance Sheet (Annexure 3), without affecting the intended purpose or the overall software functionality. I/We hereby fully understand and accept, that if such deviation is not acceptable to KANNUR AIRPORT, the tender submitted by us is liable to be rejected, without any further notice/clarification.	2. I/We hereby unconditionally accepts the general tender conditions of KANNUR INTERNATIONAL AIRPORT LIMITED's tender documents in its entirety for the above works <b>which will be at all times subject to our Bidder's Proposal and mutually agreed terms and conditions.</b> and in case we have put forth any conditions same may be treated as withdrawn. 3. I/we hereby accepts that all the technical specifications as brought out in the tender are acceptable and where ever, it is not meeting the listed technical specifications in the RFP, a deviation has been indicated in the Technical Specification Compliance Sheet (Annexure 3), <del>without affecting the intended purpose or the overall software functionality.</del> , <b>which will be suitably and reasonably considered by Kannur International Airport.</b> I/We hereby fully understand and accept, that if such deviation is not acceptable to KANNUR AIRPORT, the tender submitted by us is liable to be rejected, without any further notice/clarification.	As per RFP terms & conditions
121	69	Proposal Covering Letter in response to the RFP otice	I/We have read the provisions of the RFP document and confirm that these are acceptable to us. I/We further declare that additional conditions, variations, deviations, if any, found in our proposal shall not be given effect to.	Request to allow deviations	Please specify the expected deviations for Kannur Airport's ratification.
122	69	Proposal Covering Letter in response to the RFP otice	I/We have read the provisions of the RFP document and confirm that these are acceptable to us. I/We further declare that additional conditions, variations, deviations, if any, found in our proposal shall not be given effect to. 3. I/We agree to abide by this proposal, consisting of this letter, the detailed response to the RFP and all attachments, for a period of 120 days from the date of opening of financial proposals.	I/We have read the provisions of the RFP document and confirm that these are acceptable to us-Subject to he deviations proposal accepted by the Purchaser 3. I/We agree to abide by this proposal, consisting of this letter, the detailed response to the RFP and all attachments, for a period of <del>120</del> 30 days from the date of opening of financial proposals. <del>I/We further declare that additional conditions, variations, deviations, if any, found in our proposal shall not be given effect to.</del>	Please specify the expected deviations for Kannur Airport's ratification.
123	75	Non-Disclosure Agreement	As per RFP	For the purposes of this Agreement, the Party disclosing Confidential Information shall be referred to as 'Discloser' and the Party receiving information shall be referred to as 'Receptient'  Please advise what personal information pertaining to the airport's clients and customer be shared with us under the contract.	Bidder shall provide the details required to enable the software to deliver the requested functional and / or non-functional requirements.
124	77	Non-Disclosure Agreement	As per RFP	5. To insert- Parties however shall not be liable for special, punitive, speculative, consequential and indirect damages.	As per RFP terms & coonditions

125	77	Non-Disclosure Agreement - Dispute Resolution		<p>If any difference or dispute arises between the Kannur Airport and the Company in connection with the validity, interpretation, implementation or alleged breach of any provision of this Agreement, any such dispute shall be referred to the Managing Director, Kannur Airport. If either Party objects to any action or inaction of the other Party, the objecting Party may file a written Notice of Dispute to the other Party providing in detail the basis of the dispute. The Party receiving the Notice of Dispute will consider it and respond in writing within fourteen (14) days after receipt. If that Party fails to respond within fourteen (14) days, or the dispute cannot be amicably settled within fourteen (14) days following the response of that Party, the dispute may be referred to by either Party to the Court of Law for which the jurisdiction of the Court shall be at Thiruvananthapuram. <b>This Agreement shall be interpreted in accordance with and governed by the substantive and procedural laws of India and the parties hereby consent to the exclusive jurisdiction of Courts and/or Forums situated at Bengaluru City alone.</b></p>	As per RFP terms & conditions
126	78	Non-Disclosure Agreement- Non Solicitaion	As per RFP	To delete	As per RFP terms & conditions
127	86		<p>Any such written demand made by Kannur Airport stating that the Bidder is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents shall be final, conclusive and binding on the Bank. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of Kannur Airport is disputed by the Bidder or not merely on the first demand from Kannur Airport stating that the amount claimed is due to Kannur Airport by reason of failure of the Bidder to fulfil and comply with the terms and conditions contained in the Bidding Documents including failure of the said Bidder to keep its Bid open during the Bid validity period as set forth in the said Bidding Documents for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding [amount].</p>	<p>Any such written demand made by Kannur Airport stating that the Bidder is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents shall be final, conclusive and binding on the Bank. <b>However no such forfeiture shall be made by us Kannur Airport without first discussing the alleged default with the Bidder and confirming that the Bidder has failed to cure the default within a period of 30 days of being put in notice of such default.</b></p>	As per RFP terms & conditions
128		To insert		<p>Savings Clause - xxxxx failure to perform its contractual responsibilities, to perform the services, or to meet agreed service levels shall be excused if and to the extent xxxxx non-performance is caused by Purchaser 's omission to act, delay, wrongful action, failure to provide Inputs, or failure to perform its obligations under this contract.</p>	As per RFP terms & conditions
129		To insert		<p>Deemed Acceptance Services and/or deliverables shall be deemed to be fully and finally accepted by Purchaser in the event when Purchaser has not submitted its acceptance or rejection response in writing to xxxxx within 15 days from the date of installation/commissioning or when Purchaser uses the deliverable in its business, whichever occurs earlier. Parties agree that xxxxx shall have 15 days' time to correct in case of any rejection by Purchaser .</p>	Agreed

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130		To insert		Site Not Ready - Purchaser hereby agrees to make the site ready as per the agreed specifications, within the agreed timelines. Purchaser agrees that Bidder shall not be in any manner be liable for any delay arising out of Purchaser 's failure to make the site ready within the stipulated period, including but not limited to levy of damages for any delay in performance of services under the terms of this contract.	Agreed, subject to detailing the dependencies for Kannur Airport's ratification prior project works initiation.
131		To insert		<b>Change Order:</b> Either party may request a change order ("Change Order") in the event of actual or anticipated change(s) to the agreed scope, services, deliverables, schedule, or any other aspect of the Statement of Work. xxxxx will prepare a Change Order reflecting the proposed changes, including the impact on the Deliverables, schedule, and fee. In the absence of a signed Change Order, xxxxx shall not be bound to perform any additional services.	Change orders shall dealt as detailed in Section 3 - Scope of Work.
132		To insert		<b>Non Hire and Non-solicitation:</b> During the term of this contract and for a period of one (1) year thereafter either Party shall not, directly or indirectly, hire or solicit for hire, any of the personnel of the other Party. Additionally, both Parties agree to the entry of an injunction against it in the event of actual or threatened breach of its obligations hereunder.	Covered in Annexure 9, item number 18 Non-solicitation
133		To insert		<b>Transfer of risk and title:</b> All the risk and title of ownership of the deliverables shall be transferred to the Purchaser upon delivery of the deliverables to the Purchaser .	As per RFP terms & conditions
134		To insert		<b>Intellectual Property - Pre-existing rights in Intellectual Property</b> shall continue to be owned by the Party that owns them.	Agreed
135	18	2.20.2 Eligibility Criteria Point No 2	The bidder shall have minimum average annual turnover of INR 500 Crore (Globally) for the last five years for Software Development and System Integration Services	Request you to kindly clarify bidder here means lead bidder or together with consortium members. Request you to please reduce the turnover requirement to 100 Cr and consider consortium member turnover also for this criteria.	Clause 2.20.2 in Eligibility Criteria shall be read as follows: The bidder shall have minimum average annual turnover of INR 100 Crore (Globally) for the last three years for Software Development and System Integration
136	19	2.20.2 Eligibility Criteria Point No 3	At least two similar works involving Airport Operational Database (AODB) implementation, Resource Management System (RMS) implementation and Master Systems Integration (MSI),in an international airport in India or abroad of value of 15 crore and above.	Request you to kindly change the clause to At least one similar works involving Airport Operational Database (AODB) implementation, Resource Management System (RMS) implementation and Master Systems Integration (MSI)/ Airport Information Management System (AIMS) in international airports in India or abroad of value 10 crore and above.	As per RFP terms & conditions: At least one similar works involving Airport Operational Database (AODB) implementation, Resource Management System (RMS) implementation and Master Systems Integration (MSI),in an international airport in India or abroad of value of 10 crore and above.



137	20	2.20.4 Technical Evaluation Criteria Point No 3 Point A Relevant Experience	(i) Designed, Developed, Tested and Commissioned and maintained Airport Operational Database (AODB), Resource Management System (RMS) and Master Systems Integration (MSI) works at an airport of value 25 Crore and above (ii) Designed, Developed, Tested and Commissioned and maintained Airport Operational Database (AODB), Resource Management System (RMS) and Master Systems Integration (MSI) works at an airport of value 20 Crore and above (iii) Designed, Developed, Tested and Commissioned and maintained Airport Operational Database (AODB), Resource Management System (RMS) and Master Systems Integration (MSI) works at an airport of value 15 Crore and above (iv) Designed, Developed, Tested and Commissioned and maintained Airport Operational Database (AODB), Resource Management System (RMS) and Master Systems Integration (MSI) works at an airport of value 10 Crore and above	Request you to change the clause as (i) Designed, Developed, Tested and Commissioned and maintained Airport Operational Database (AODB), Resource Management System (RMS) and Master Systems Integration (MSI) / Airport Information Management System (AIMS) works at airports of value 25 Crore and above (ii) Designed, Developed, Tested and Commissioned and maintained Airport Operational Database (AODB), Resource Management System (RMS) and Master Systems Integration (MSI) / Airport Information Management System (AIMS) works at airports of value 20 Crore and above (iii) Designed, Developed, Tested and Commissioned and maintained Airport Operational Database (AODB), Resource Management System (RMS) and Master Systems Integration (MSI) / Airport Information Management System (AIMS) works at airports of value 15 Crore and above (iv) Designed, Developed, Tested and Commissioned and maintained Airport Operational Database (AODB), Resource Management System (RMS) and Master Systems Integration (MSI) / Airport Information Management System (AIMS) works at airports of value 10 Crore and above	As per RFP terms & conditions
138	24	2.22 Payment Terms and Schedule	Refer to annexure 12, Form 4 for details	The Payment terms are missing in Annexure 12 kindly provide the payment terms.	Please refer to Notes 1 - 5 in Annexure 12 for payment terms
139	27	Section - 3 Scope of work	Data cleansing and migration (including master and transaction data).	Kindly mention the size of the data which need to be cleansed and migrated.	Considering that operations were recently launched, the data expected to be minimal covering about 1 year with an estimate of 1.5 million passengers per annum.
140	4	Section - 1 Invitation for Proposal	Prebid Queries	Kindly request you to organize a physical pre-bid meeting for the tender.	Please email the list of points that needs clarification as detailed in the RFP
141		1	Invitation for Proposal		
142		1.5	Earnest Money Deposit (EMD) / Security Deposit INR 1,00,00,000/- (Rupees One Crore Only)	EMD - We believe EMD amount of Rs. One Crore is too high for this RFP and accordingly would request to kindly keep it at 1-2% of Total budget of this project. Also we would request if Kannur Airport can accept the EMD in form of Bank Guarantee from bidders please, and advise suitable format of EMD BG accordingly. Similar projects with even larger scope, have sought EMDs in range of Rs. 7-10 Lacs only.	EMD can be provided as a Bank Guarantee. Details will be given in the Corrigendum.
143		1.9	Bid Submission Start Date: 6th February 2020 End Date: 13th February 2020, 1700 hours Indian Standard Time	We request Kannur Airport to provide us with 4 weeks time from the date of pre-bid clarification responses provided from their end.	Timelines will be guided as per the RFP and corrigendum(s)
144		2	Instruction to Bidders		
145		2.12	Kannur International Airport Limited may terminate the RFP process at any time and without assigning any reason. Kannur International Airport Limited reserves the right to amend/ edit / add/ delete any clause of this Bid document and will become part of Bid/ RFP	In the event of cancellation of process, please confirm if the cost of tender document and EMD would be refunded immediately.	Agreed
146		2.18	The validity of the bids submitted in time shall be till 120 days from the date of opening of the Financial Bid. No liability will be borne by Kannur International Airport Limited on the rejected bids for the cost in preparation of bids etc.	We request if the Bid Validity period of 120 days should be considered from the Date of Opening of Technical Bid, as date of Financial Bid opening is not decided or fixed yet, and hence making it open ended validity in response.	Date of Financial bid will be notified on technical bid opening date.



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147		2.20.2 (1)	The Bidder should be partnership firm registered under the Partnership Act / .limited Liability Partnership Act or Companies Act,1956/ 2013, should have registered office in India and should be in existence in India for at least the last five (5)	We understand that this is a Global Tender. Accordingly bidders should be allowed to bid from outside of India as well. Please confirm.	Yes, this is open to bidders globally. Revised clause will be published vide an Corrigendum to this RFP.
148		2.20.2(2)	The bidder shall have minimum average annual turnover of INR 500 Crore (Globally) for the last five years for Software Development and System Integration Services	This eligibility is seeking micro level information on Software development & SI Services, and not all potential bidders would probably be reporting their turnover with such details. Also, considering other technical capabilities sought in this RFP, we request Kannur Airport to restrict this requirement to Minimum average turnover of Rs. 500 Crore (Globally) please.	Clause 2.20.2 in Eligibility Criteria shall be read as follows: The bidder shall have minimum average annual turnover of INR 100 Crore (Globally) for the last three years for Software Development and System Integration
149		2.20.2 (4)	Bidder or one of the Bidders in case of consortium, should possess CMMi Level 5 and any the below valid Certifications which are valid at the time of bid submission: <ul style="list-style-type: none"> <li>● ISO 20000:2011/20000-1:2011for IT Service Management</li> <li>● ISO27001:2005forInformationSecurity Management System</li> </ul>	Could you please clarify the need of CMMi level 5 certificate? CMMi Level Certifications are meant for IT services Industry predominantly and not for OEM's. We Request to kindly remove and replace it with ISO 9001 (Quality Management System)which in conjunction with already requested ISO20001 and ISO27001, will provide better project delivery guarantees for Kannur International Airport.	As per RFP terms & conditions.  Relaxation if any shall be notified vide an corrigendum to this RFP.
150		2.20.4 B.1	The Bidder should be registered under the Partnership Act or Companies Act, 2013, should have registered offices in India and should be in existence in India for at least the last 5 years as on date of submission of the bid.....	This is a restrictive evaluation for potential global bidders. May we request if this criteria can be amended from Global perspective considering products and systems in question. Duration of existence being a measure of Technical capability seems inappropriate.	This condition will be revised and published vide an Corrigendum to this RFP.
151		2.20.4 B.2	Bidder or one of the Bidder in case of consortium, should possess CMMi Level 5 and any one of the below valid Certifications which are valid at the time of bid submission: <ul style="list-style-type: none"> <li>● ISO 20000:2011 for IT Service Management</li> <li>ISO 27001:2005 for Information Security Management System</li> </ul>	We Request if the CMMi Level 5 requirement may please be removed from this clause, as this is essentially for IT Services Organizations and not for AODB, RMS OEM's.	Agreed
152		2.20.5 b)	In the Bill of Quantities (Financial Bid), Only Sl. No.i to iv will be considered for financial bid evaluation.	This clause seems to be in contradiction to Form 4 Note 2. Can you please confirm what would be the correct basis of financial evaluation?	As per Annexure 12, Form 4, Notes 1 to 6
153		2.20.5 c)	In BOQ, Sl.No. v will be required for entering into a contract for O&M support after the expiry of 5 years O&M contract stipulated in this RFP. However, quoted price for the 6th and the 7th year shall not exceed by 10% or Consumer Price Index (CPI) whichever is lower, based on the average annual O&M support cost for the initial 5 years.	We request you to kindly delete ' or consumer price index( CPI), which ever is lower, as it would be restrictive and make 10% incremental cap irrelevant.	As per RFP terms & conditions.  Relaxation if any shall be notified vide an corrigendum to this RFP.
154		2.22	Payment Terms and Schedule	Request that the upfront payment to contractor is amended to 20%. Against PBG for 2.21 (a).	Payment Terms as per Annexure 12, Form 4, Notes 1 to 6
155		2.22	Payment Terms and Schedule	We understand that payment against submission of PBGs shall be upfront?	Payment Terms as per Annexure 12, Form 4, Notes 1 to 6
156		2.24 ii	Penalties	We request this amended to 0.5% of the contract price per week, after a grace period of two weeks, subject to a maximum of 10% of the contract value and bidder will be the sole liability for delay. In addition, during the O&M phase, bidder should be sole liability for breach of the SLA.	As per RFP Terms & Conditions

157		2.28	Liability Clause	<p>Can not be accepted as written. We request that liability is limited to contract value. Regarding para C, we reserve the right to claim for any prolongation costs in the event of delay beyond the Bidders control. The following wording should also be added:</p> <p>1.1 Nothing in this Agreement shall limit or exclude the Bidders liability for:</p> <p>a) death or personal injury caused by its negligence; b) fraud by or on the part of Airport Systems ; or c) anything else for which it cannot by law limit or exclude its liability.</p> <p>1.2 Subject to 1.1 Bidders total liability under or arising out of this Agreement shall be limited as follows:</p> <p>a) Bidders liability for physical damage to tangible property caused by negligence by or on the part of the Bidder shall be limited to £1M USD in aggregate; and b) Except as provided in 1.3 below, Bidders total liability under or arising out of this Agreement, whether arising in tort (including negligence), contract, or breach of statutory duty, shall be limited in aggregate to an amount equal to the Fees paid by the Customer under this Agreement.</p> <p>1.3 Subject to clause 1.1, Bidder will not be liable for the following loss or damage, whether arising in tort (including negligence), contract or breach of statutory duty:</p> <p>a) loss of profits; b) loss of business; c) loss of contracts; d) loss of revenue; e) loss of data;</p>	As per RFP Terms & Conditions
158		3	Scope of Work		
159		3.I.a.i & ii.	Conduct 'As-is' Study to finalize the Functional and non-functional requirement for all the Stakeholders.	Please clarify the scope of this exercise. Will this exercise provide an opportunity to revise the project price and programme if the as-is study indicates that the proposed delivery methodology is not practical due to conditions outside of contractor control.	Objective of the As-Is study is to give an idea of the business processes and procedures that will assist the service provider in delivering an effective solution.
160		3.I.b.	Host Airport Operational Database (AODB) & Resource Management System (RMS) applications on the primary and secondary data centers, one on premise and another on cloud environment. Kannur Airport will decide which one will be the primary.	Could you confirm that the Production servers are to be hosted on premise and that the DR environment is to be hosted off-premise as described in 5.2.1 and 5.2.2 ?	Propose the solution to enable effective operations. Kannur airport will regularly switch between primary and DR environment.
161		3.II		How many users would use the system?	There will be about 20 users who manage the planning and real time operations.
162		3.VIII	"Requirements herein are conceptual, but not exhaustive....."	We are unable to accept this wording, as it adds ambiguity to the scope of work. We therefore request such phrases are removed, and our offer shall concisely define the work to be performed. Bid sought is for fixed price then how can we have vairable scope?	Scope has been provided along with the integration requirements. Kannur airport expects the service provider to come on-board with experience in airport business operations to suggest the suitable configuration and rollout the functional features based on the airport industry business practices.
163		4	Project Milestones		
164		4		Please advise the anticipated date of Contract Start?	Will be announced on Technical bid opening date
165		5	Deliverables		
166			Bidder shall adequately plan the O&M on-site support team during the entire period of warranty and operation & maintenance support, with adequate teams to ensure the SLA conditions as stipulated under clause 2.23, from 0700 hrs to 1900 hrs. Monday to Saturday.	Please clarify that Contractor shall provide Level 3 remote support as per SLA. Level 1 and Level 2 support will be provided by Kannur International Airport	Level 1 support will be provided by Kannur airport. Level 2 and Level 3 support by the service provider as per the stipulated SLA guidelines.
167		6	Functional Requirements		

168		6.1.d	"The AODB should maintain business intelligence data for the entire enterprise, whether the enterprise consists of many terminals or airports".	Could you confirm that the RFP is for the implementation of AODB, RMS and MSI at Kannur Airport only?	Scope of the project is for Kannur airport. It is common for airports to expand by building additional terminals. Hence, the system should be able to handle such scenarios. For clarity purposes, there is only one terminal at Kannur airport as of date.
169		6.6.c	The gate-management system should operate seamlessly with an integrated central airport database that can receive flight information from multiple airlines, national air control centers, and data providers, such as Flight Stats, and that can provide information to external systems such as FIDS, billing systems, and accounting systems	Could you provide the specifications of the interfaces with FIDS, Billing and Accounting systems?	Interface Control Document (ICD) shall be developed by service provider during the course of the project.
170		6.14	Gate Management System (Reports)	Do you have an enterprise BI tool that you prefer to use for reporting?	There is no enterprise BI tool at this moment.
171		6.20	Computational Environment (AODB&RMS)	Could you provide a description of the servers rooms and their inter-connectivity (redundant optic fibre) ?	Will be provided to the successful bidder. For planning purposes, there is a data center and alternate one is under construction.
172		6.21	Detailed list of interfaces	Based on the diagram, we've identified the following systems to be interfaced with the new Information Broker. Could you confirm that list and provide Interface specifications ? Could you specify those that are already in operations, those that are to be interfaced for the go live of the project and those that are for a later phase? - PA - BRS - BHS - SSBD - Public FIDS - Staff FIDS - Airlines SSIM schedules - Airlines Realtime feed - Type B Messages - AFTN - AOCC - Aeronautical Billing - Data lake - Airport website - Airport portal - Retail system - BMS - VGDS - ERP	Item number 21 in page 54 details expected processes and information flow. Bidder shall use this as base to propose the solution augmenting it with their experience in airport operations.
173		6.21	Detailed list of interfaces	Could you specify the number of airlines that will provide a real-time flight schedule ?	8 airlines as of now and this list will vary / increase as per business operations
174		XX	General Questions		
175		General		We assume that Kannur Airport are able to provide physical hosting infrastructure (e.g. data centre or local server), with specifications for the host supplied by the contractor.	An instance shall be hosted on cloud and the secondary instance shall be hosted on premises.  Kannur airport shall provide the physical hosting infrastructure for the instance at on-premises.  For the instance on cloud, successful bidder shall provide the cloud hosting services.
176		General		Which ERP is used and require integration in Kannur International Airport?	ERP system selection in progress

177		General		Please clarify which Billing System is used in Kannur International Airport?	In-house system at this moment
178		General		Please clarify which Retail System is used in Kannur International Airport?	Retailers are using their POS systems
179		General		Please clarify that integration with Airline Feeds should be done via AIDX messaging, if not please elaborate on the required integration?	Item number 21 in page 54 details expected processes and information flow. Bidder shall use this as base to propose the solution augmenting it with their experience in airport operations.
180		General		Please clarify which DCS/LDCS are used in Kannur International Airport and which data is expected to be obtained? Please be aware, that booking data and passenger information is commercial property of airlines and require explicit agreement commercial and confidentiality agreement between Kannur International Airport and airlines.	LDCS is not in use at this moment.  Airlines use their own DCS systems. Passengers booking data is not required, however volumes are required to enable airport operations planning
181		General		Please clarify which Building Management System is used in Kannur International Airport and what is the purpose of the integration?	Will be shared with successful bidder. Required integration shall be using middleware and defined interface control document (ICD).
182		General		Are we permitted to make variations to the stated Contract Terms?	Will be guided by RFP terms & conditions.  Any deviations must be discussed, documented and covered by a corrigendum to this RFP.
183		General		Will Kannur Airport accept financial bid in foreign currency such as Euro, GBP, USD. Accordingly PBG's can be provided as well. This would help Kannur with better price proposals as well since Currency exchange fluctuations related contingencies built in for 6 years period would be avoided	As per the RFP terms & conditions
184		General		Regarding the Governing Law, would you accept the neutral territory of Switzerland?	As per the RFP terms & conditions
185		General	instances of 'including but not limited to'	We are unable to accept this wording, as it adds ambiguity to the scope of work. We therefore request such phrases are removed, and our offer shall concisely define the work to be performed.	Please clarify if there is any specific clause that needs to be addressed or clarified. Deviations if any accepted will be notified vide an corrigendum to this RFP.
186		Annexure 2		We cannot accept as written, it must be subject to and read in accordance with our Proposal. Its a Design based proposal RFP	Please clarify if there is any specific clause that needs to be addressed or clarified. Deviations if any accepted will be notified vide an corrigendum to this RFP.
187		Annexure 3	Compliance	This document only refers to the functional requirements listed in Section 6 of the RFP. Please confirm whether a similar statement of compliance is needed against the non-functional requirements listed in Section 7, as these do not appear to factor into the assessment mechanism.	Both functional and non-functional requirements will be assessed.
188		Annexure 4		We cannot accept as written, it must be subject to and read in accordance with our Proposal	Based on the best practices to enable effective systems and services to business department, bidder may suggest the best options for consideration.
189		Annexure 8		Cannot be accepted as-is. We will amend to confirm which components of AODB, RMS align with each of the severity categories. Please confirm that is OK	Based on the best practices to enable effective systems and services to business department, bidder may suggest the best options for consideration.
190		Annexure 11, item 8		Could you provide a description of the existing infrastructure (servers, switches and firewalls) and indicate which hardware could be used for the implementation of the new solution?	Bidder shall provide the minimum specifications and requirements.
191		Annexure 9	Remedies	This clause should be reciprocal as per the rest of the agreement and our maximum liability shall be capped at Rs. 1 Crore please.	As per RFP terms & conditions

192		Annexure 12	Form 4	What is the Payment term for Sl. No. 1,2, and 4 of Form 4? Please clarify? Note 4 suggests payments shall be made in 6 years thru Quarterly Installments? Our understanding is that payment against sum total of Sl. No. 1,2 and 4 in form 4 shall be made in Quarterly installments starting from contract award during implementation period. Please confirm	Yes, the understanding is correct
193		Page No.10 Earnest Money Deposit	vii. Earnest Money Deposit / Security Deposit of INR 1,00,00,000/- (Rupees. One Crore only) in the form of Demand Draft (DD) in favor of Kannur International Airport Limited, payable at Kannur. Tender not accompanied by EMD/Security Deposit submitted in any form other than stated above will not be accepted.	Are we able to provide bid bond instead of Earnest Money Deposit? If yes, is there any specific form or draft for bid bond preferred by KIAL?  If such option is not available, please kindly inform what is the procedure for sending Earnest Money Deposit to KIAL? Please provide bank account information and procedure?	EMD can be provided as a Bank Guarantee. Details will be given in the Corrigendum.
194		Page No.21 Technical Eligibility Criteria - Relevant Experience	Designed, Developed, Tested and Commissioned and maintained Airport Operational Database (AODB), Resource Management System (RMS) and Master Systems Integration (MSI) works at an airport of value 25 Crore and above	What is this value (25 Crore) for stated under "Technical Eligibility Criteria - Relevant Experience"?  Is this amount refers to the contract amount? If yes, please kindly inform if this amount should be pertaining to only one project or is this a total amount for all projects executed previously?  Please kindly elaborate this evaluation criteria?	It is pertaining to one project
195		Page No.22 Technical Eligibility Criteria - Relevant Experience	2. Bidder or one of the Bidder in case of consortium, should possess CMMi Level 5 and any one of the below valid Certifications which are valid at the time of bid submission: ●ISO 20000:2011 for IT Service Management ISO 27001:2005 for Information Security Management System  5. (i) ISO27001:2013 or ISO27017:2015 or ISO27018:2014,	ISO 27001 certificate stated under 2 criterias?  Please kindly provide clarification.	Please specify if there is any challenge in complying to these requirements
196		Page No.22 Technical Eligibility Criteria - Relevant Experience	6. Willingness to assist in preparing Standard Operating Procedures and workflow management	Please kindly elaborate what kind of assistance is expected by KIAL?  Please also kindly elaborate "Standard Operating Procedures" and "Workflow Management" and what are these requirements referring to?	Guiding the business departments with processes that can be automated and can be tracked through workflow management to avoid paper based processes
197		Page No.22 Technical Eligibility Criteria - Relevant Experience	7. The bidder's willingness to invest in Kannur Airport's Innovation lab	Please kindly elaborate what kind of involvement is expected from the bidder for such activities? Could you please share more information about Kannur Airport's Innovation Lab? What kind of Social Responsibility activities are expected? This should be more of a partnership than investment.	Yes, this is kind of partnership where the bidder is willing to participate and showcase the best systems and practices, join Kannur airport in their corporate social responsibility activities
198		Page No.23 Technical Eligibility Criteria - Relevant Experience	Understanding of Industry Department Functions, Services and Processes	Could you please kindly provide information about " Industry Department Functions, Services and Processes"?	This refers to aviation industry business processes
199		Page No.24 2.21. Performance Bank Guarantee (PBG)	This Performance Bank Guarantee will be for an amount equivalent to 10% of the contract value, in two parts as mentioned below.	Performance bank guarantee percentage is stated as 10% in Page No.24. However, it is also stated as 15% in Page No.6  Please clarify which percentage should we consider?	Please read it 15% as detailed in Page number 6
200		Page No.28 3. Scope of Works	d) Integration with other existing application Software.	Could you please kindly provide information about the other systems which should be integrated with AODB, RMS, MSI? Please also provide integration capabilities of these systems, if available.	Item number 21 in page 54 details expected processes and information flow. Bidder shall use this as base to propose the solution augmenting it with their experience in airport operations.



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201		Page No.34 5.2.d	d. All Data interfaces between Airport Operational Database (AODB), Resource Management System (RMS) and other systems shall be coordinated with other contractors and shall utilize Kannur Airport's Integration platform.	Please kindly inform if KIAL has its own integration platform? And please clarify if the integration with other systems will be done by using KIAL's integration platform?	There is no integration platform at the moment. Bidder shall propose and provide the middleware licenses
202		Page No.34 5.2.4	There should be a facility to purge the previous year's data as well as unwanted data as per Kannur Airport's data retention policy.	Could you please kindly provide information about Kannur Airport's data retention policy?	At this minute, Kannur airport has 15 months data. Data retention policy will be published by second quarter of 2020.
203		Page No. 9 Part - I Technical Bid	Tender document fee of INR 50,000/- (Rupees Fifty Thousand only) + 18% GST in the form of or Demand Draft (DD) in favor of Kannur International Airport Limited, payable at Kannur.	How exactly is this fee to be provided?	Tender document fee has to be provided as a demand draft
204		Page No. 11 Part - II Financial Bid	iv. Man-Hour Cost. This line item asks for the man hour cost for 1,440hrs. required for development against the Change Order/ additional development as contingency, outside the scope of this RFP.	It is assumed any change request outside and what exactly is included this 1440 hour interval is to be discussed separately.	This is a provisional estimate to deal with any change requests that may arise during the course of the project.
205		Page No. 31 5. Deliverables	Wherever applicable, the Contractor shall provide advanced proven products in service at several other locations that do not require any further research and development and are in current production of the OEM.	Please expand this statement further.	Expectation is to use the proven products where possible.
206		Page No. 36 5.6.6. Operation & Maintenance Support	Bidder shall adequately plan the O&M on-site support team during the entire period of warranty and operation & maintenance support, with adequate teams to ensure the SLA conditions as stipulated under clause 2.23, from 0700 hrs. to 1900 hrs. Monday to Saturday. The Contractor may plan for offsite support for modules, wherever feasible, subject to the SLA conditions.	Do you require a full-time on-site xxxxx team presence? Or are you referring to on-site the team which shall be trained by xxxxx ?	Level 1 support will be provided by Kannur airport. Level 2 and Level 3 support by the service provider as per the stipulated SLA guidelines - this could a combination of bidder teams onsite and off-site.
207		Page No. 65 Annexure 1	Online Submission	The tender submission is expected to be done physically, could you please elaborate on the online submission nature specifically for Annexure 1, in addition to the general nature of online requirements i.e. are we supposed to get registered to an online portal?	Please read this as physical submission of the tender and related fee demand draft.
208		General	Cloud and OnPrem differentiation	Are these requirements set in stone or can the supplier provide its own suggested best fit design?  Please elaborate upon your definitions of DR, Cloud, RTO, RTP, and other expectancies for the infrastructure elements on which the AOS solutions will be positioned.	An instance shall be hosted on cloud and the secondary instance shall be hosted on premises.
209		General	On the nature of the Software Licensing and Source Codes	Within the tender documentation, it is stated that the authority can and will be supplied with source codes upon request while being subject to 0 cost. As per the industry standards these solutions are either provided as services or under a license usage fee so long the existence of the operation and maintenance contract. Please expand further regarding your approach for this topic of IP rights and source codes.	Noted. Changes to eligibility criteria will be published via corrigendum to this RFP.



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210		KIAL/IT/RFP/2/2019 2.20.2. Eligibility Criteria #1		<p>xxxxx adopted a centralised operation model in order to provide maximum efficiency both in financial and management level. In our command centre based in xxxxx, we manage more than 13 airports Infrastrucutre, Cyber Security, Internet connections, Mobile application parameters, Airport operation systems included AODB, RMS, BRS, CUPPS, IB etc...</p> <p>We have mastered on project management, training and handover processes for the Airports that does not need any 1st level support or local site admin in order to enable the airport to support its own technology and Airport Operation Systems.</p> <p>Regarding India, it is in our future business pipeline to open an office as we believe the airport industry and market is very open and totally in line with our service and product range. However as we do not have an office there, we are kindly asking to change the eligibility criteria to:</p> <p>"The Bidder should be partnership firm registered under the Partnership Act / .limited Liabilily Partnership Act or Companies Act,1956/ 2013, should have registered office in India and should be in existence in India for at least the last five (5) years or their systems and support organizations are present at least 5 different international countries"</p>	Changes to eligibility criteria will be published via corrigendum to this RFP.
211		KIAL/IT/RFP/2/2019 2.20.2. Eligibility Criteria #2		<p>xxxxx is part of the xxxxx company that operates and owns airports in the world with many affiliate companies including xxxxx construction, Ground Handling companies HAVAS, BTA, duty free companies, food and beverage companies etc... Moreover xxxxx Holdings main shareholder is xxxxx. Combination of these companies, we are serving more than 1.2 billion passenger per year.</p> <p>This we believe is a good sign for presenting the International capacity of our group and the main share holders for to prove our stability in this market over years. We kindly request to change the wording of this prerequisite to: "The minimum turnover of INR 50 Crore total for the past 5 years"</p>	Changes to eligibility criteria will be published via corrigendum to this RFP.
212		KIAL/IT/RFP/2/2019 2.20.2. Eligibility Criteria #4		<p>xxxxx Technology is not only a software house but also an IT operator and Master system Integrator. We acquire ISO27001:2013 and ISO 9001:2015 certificates for quality and security for our processes. Moreover our engineers are following ITIL processes and PMO is well equipped with PMP certification. Our company is also a reearch and development centre and attested through xxxxx Government in 2019.</p> <p>We kindly request the requirement applicable for only ISO27001:2013 and ISO 9001:2015 certificates.</p>	Noted. Changes to eligibility criteria will be published via corrigendum to this RFP.
213	Page No.39 5.6.6 Operation & Maintenance Support		Bidder shall adequately plan the O&M on-site support team during the entire period of warranty and operation & maintenance support, with adequate teams to ensure the SLA conditions as stipulated under clause 2.23, from 0700 hrs. to 1900 hrs. Monday to Saturday. The Contractor may plan for offsite support for modules, wherever feasible, subject to the SLA conditions	Could you please confirm if we are allowed to offer remote support for operation & maintenance period?	Agreed, as long as the SLA terms & conditions are adhered to
214	General		In case of disaster is it expected to recover system within %99.9 availability target?		Yes
215	General		SLA is calculated for 7 day 07.00-19.00 schedule. Is it same for every severity level?		SLAs are calculated on 24x7 basis

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216		General	Is it expected to use Kannur ITSM module if exists or is it okay to use our own ITSM module?		Your understanding is correct.
217		General	Is installing a site-to-site VPN connection for troubleshooting okay for both warranty and O&M period?		Agreed
218		General	Is it ok for us to provide the Power of Attorney documentation in our own readily available format?		As per RFP Terms & conditions
219		Consortium		Consortium – We would like to check if the consortium term can be relaxed to accept consortium of 3 companies, in place of 2	Agreed
220		Presence in India		Company Presence in India – We would like to seek relaxation on this term to allow global companies to take part in this tender.	Agreed
221		Turnover		Company Turnover – Request this also to be relaxed to INR. 200 Crore	Yes, overall annual turnover.  Clause 2.20.2 in Eligibility Criteria shall be read as follows: The bidder shall have minimum average annual turnover of INR 100 Crore (Globally) for the last five years for Software Development and System Integration
222		Due Date		Due date extension – As it is an exhaustive RFP with Opex model, we would need little longer time. Request you to extend the due date till 29 <sup>th</sup> Feb 2020	Refer to latest corrigendum for the revised schedule
223		Experiene		Experience in RMS <u>or</u> AODB, instead of RMS <u>and</u> AODB as these two systems have always been provided by different suppliers.	Sub-contracting or Consortium has been allowed to cover this requirement
224		2.20.4		We would like to get a clarification on “Relevant Experience” section of 2.20.4	
225				a. If a OEM (who developed COTS solutions of RMS or AODB) employs their business partner, the partner shall inherit the experience profile of the OEM.	Agreed, if there is an appropriate agreement between the OEM and Service provider
226				b. So, the evaluation process shall consider not only the Business partners’ but also the OEMs experiences and capabilities	Agreed, if there is an appropriate agreement between the OEM and Service provider
227	11	e. Other Terms of Financial Bid: i. No stipulation, deviation, terms & conditions, presumption, basis etc. shall be stipulated in the price bid. Any conditions, if stipulated, shall be treated as null and	We request that SI is allowed to submit commercial deviations along with our bid. KIAL could decide on whether to accept or reject it before price bid opening. Forfeiture of EMD should not be applicable for submitting		Deviations if any shall be notified, discussed and shall be notified vide an corrigendum to this RFP.
228	16	2.6.2.4. The Contractor indemnifies and shall keep indemnified Purchaser against any losses, damages, claims or such other implications arising from or out of the acts and omissions of such subcontractor. The Contractor shall be responsible for making all payments to the subcontractor as may be necessary, in respect of any Services performed or task executed, and the Purchaser shall not be responsible for any part or full payment which is due to such subcontractor.	<del>2.6.2.4. The Contractor indemnifies and shall keep indemnified Purchaser against any losses, damages, claims or such other implications arising from or out of the acts and omissions of such subcontractor. The Contractor shall be responsible for making all payments to the subcontractor as may be necessary, in respect of any Services performed or task executed, and the Purchaser shall not be responsible for any part or full payment which is due to such subcontractor.</del>	Request that the suggested modification is considered.	As per RFP terms & conditions

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229	16	2.6.2.5. All rights of use of any process, product, service or	2.6.2.5. <u>Subject to this clause</u>		As per RFP terms & conditions
230					
231	23	2.21 Performance Bank Guarantee (PBG) (a) The Bidder shall at his own expense, deposit with Kannur International Airport Limited, within 30 (Thirty days) of the date of issue of Letter of Award or prior to signing of the contract, whichever is earlier, an	2.21 Performance Bank Guarantee (PBG) (a) The Bidder shall at his own expense, deposit with Kannur International Airport Limited, within 30 (Thirty days) of the date of issue of Letter of Award or prior to signing of the	Request that the suggested modification is considered.	Please clarify the question
232		unconditional and irrevocable Performance Bank	contract, whichever is earlier, an unconditional and irrevocable		
233					
234		payable on the Performance Bank Guarantee. (e) Kannur International Airport Limited shall also be entitled to make recoveries from the Bidder's bills, performance bank guarantee, or from any other amount due to him, the equivalent value of any payment made to him due to inadvertence, error, collusion, misconstruction or misstatement. (f) PBG submitted by bidder need to be revised/ extended, in case of delay/default on the part of agency as may be required by Kannur International Airport Limited. (g) PBG should be en-cashable on demand; Bank should have no right to question the claim of Kannur International Airport Limited.	The second part of the PBG towards the O& M support should be valid for a period of 5 years from the date of the commencement of the O&M period. (d) The Performance Bank Guarantee may be discharged/ returned by Kannur International Airport Limited upon being satisfied that there has been due performance of the obligations of the Bidder under the contract. However, no interest shall be payable on the Performance Bank Guarantee. (e) Kannur International Airport Limited shall also be entitled to make recoveries from the Bidder's bills, performance bank guarantee, or from any other amount due to him, the equivalent value of any payment made to him due to inadvertence, error, collusion, misconstruction or misstatement. (f) PBG submitted by bidder need to be revised/ extended, in case of delay/default on the part of agency as may be required by Kannur International Airport Limited. (g) PBG should be en-cashable on demand; Bank should have no right to question the claim of Kannur International Airport Limited.		
235	25	The penalty will be capped to a maximum limit of 5% of the contract value excluding the O&M cost, during the warranty support period and 25% of the Quarterly O&M amount for each quarter during the O&M period. The integrator shall deploy suitable tools to monitor the module wise serviceability of the infrastructure.	The penalty will be capped to a maximum limit of 5% of the contract value excluding the O&M cost, during the warranty support period and 25% of the Quarterly O&M amount for each quarter during the O&M period. The integrator shall deploy suitable tools to monitor the module wise serviceability of the infrastructure. <u>Notwithstanding anything to the contrary contained in this Agreement the maximum aggregate penalty and liquidated damages cannot exceed 5% of the contract value.</u>	Request that the suggested modification is considered.	As per the RFP terms & conditions.  Revision to this clause, if any, shall be published vide corrigendum to this RFP
236	26	2.28. Liability Clause A. Any fine imposed by agencies including legal agencies against the contractor's personnel directly or indirectly involved in the	2.28. Liability Clause A. Any fine imposed by agencies including legal agencies against the contractor's personnel directly or indirectly involved in	Request that the suggested modification is considered.	Please clarify the question
237		implementation and O&M support, should be fully borne	the implementation and O&M support, should be fully borne by the		
238					

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239	32		5 Scope of Integration	Scope of Integration / Integrated with the systems (1) AODB (2) RMS (3) Gate Operating Systems (4) Ground Handling. Please confirm the Integration Scope of the ERP Project. Kindly share the following Details in terms of Interface with existing applications which are not going to be retired a. What data flows from the existing applications in the To-Be environment b. Is it Batch or Real-time? If Batch what is the frequency? c. Is it Uni-Directional or Bi- Directional?	List of the systems to be integrated are detailed in the scope of delivery. Successful bidder shall prepare the Interface Control Documents (ICDs) during the course of the project in coordination with Kannur airport
240	32		5 Service Oriented Architecture (SOA) based integration with Kannur Airport's Airport Operational Database (AODB), non-aeronautical concessionaires' systems for required for aeronautical and non-aeronautical billing.	We request KIAL to reconfirm that the scope for integration shall be limited only to the systems listed in the Query response. Please also confirm that KIAL shall facilitate provisioning of interface by each of the existing system providers and MSI's responsibility shall be limited to integration with interfaces made available by these system providers. Please also reconfirm that MSI shall not be held responsible in case any of these system providers fail to make available required interfaces for integration of ERP with their system.	Successful bidder of AODB, RMS and MSI RFP is responsible for integration.
241	41		6 Scope of Integration	Will KIAL / Consultant Project Manage the Integration of AODB / RMS with ERP if the two projects are not awarded to the same MSI	Scope of delivery has been defined in the RFPs. Successful bidders shall adhere to that scope of delivery.
242	31		4 Project Timelines	While the timelines of the two RFP are the same there is a dependency on the timelines of both tracks. Delay in one would Impact the other Project. In case if two different MSI's are handling and there is a delay in ERP due to AODB will KIAL apply penalty clause. How will this scenario be handled? Will bidder be paid for delay that is not attributable to bidder? What will be the criteria for payment? How will KIAL monitor & document the reasons for the delay?	Each of the project will be managed as per the timelines and dependencies. Bidders shall highlight the dependencies and execute the project in coordination with Kannur airport.
243			Generic	Please provide details of the current legacy application in place.	A combination of home grown system and manual processes
244			Generic	How many Business Units / regional offices and stores do you have?	A total of 250 staff as of date
245			Generic	For mobility related requirements, kindly specify the list of business transactions, which need to be available on a mobile handset.	Based on the best industry practices, bidder shall propose these details for Kannur airports consideration.
246			Generic	What is the support window coverage? ( eg 9x6, 24x 7, Monday to Friday)	Detailed in section 5.6.6 Operations and Maintenance in page 38
247			Generic	Whether the project timeline of D0+ 290 is a firm one: Can bidders deviate from this?	This is the expected timelines. Bidder may suggest expedited timelines, if feasible.