

KIAL/IT/RFP/2/2020/CRG-3

19 February 2020

CORRIGENDUM-3

Sub: Changes in RFP Clauses and Terms & Agreement
Ref : RFP No. KIAL/IT/RFP/02/2019

Per the suggestions received, some of the clauses have been changed as below:

CLAUSES CHANGED:

Sl. No	Section	Original Clause	Revised Clause
1	Bid Submission	End Date: 24 February 2020, 1700 Hours Indian Standard Time	End Date: 6 March 2020, 1700 Hours Indian Standard Time
2	Technical Bid Opening date	25 February 2020 At 1100 Hrs	7 March 2020 At 1200 Hrs
3	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, 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. Any changes in the functional scope shall be addressed as a change request.

4	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, 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. The final scope will be on the basis of agreed document only.
5	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 mentioned 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 after mutual agreement from purchaser and bidder and is to be delivered as part of the contract at additional mutually agreed man hour cost
6	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 mutually agreed man day rate in the contract, based on the scope and effort involved
7	2 Instructions to Bidders (s)	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.	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 on mutually agreed terms and conditions between the Parties. Any

			<i>changes should be mutually agreed up on by both the parties</i>
8	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 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. <i>In the event of such cancellation of process EMD would be refunded immediately</i>
9	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 Services	The bidder shall have minimum average annual turnover of <i>INR 100 Crore (Globally)</i> for the last three years for Software Development and System Integration
10	II. Tendering guidelines to the Bidders Part I(b) 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.	Earnest Money Deposit / Security Deposit of INR 1,00,00,000/- (Rupees. One Crore only) in the form of Bank Guarantee for Kannur International Airport Limited as per the format given in Annexure-13
11	2.6.2.6 Involvement of Sub-contractor (s)	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, <i>unless such act/omission is attributable to the Purchaser and is mutually agreed by both parties</i>
12	Earnest Money Deposit (EMD)/Security Deposit	Unsuccessful Bidder's EMD / Security Deposit will be returned to the unsuccessful bidder 15 days 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.	Unsuccessful Bidder's EMD / Security Deposit will be returned to the unsuccessful <i>bidder immediately after</i> 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
13	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	The Kannur Airport may, for its convenience and with 90 days prior written notice to the Contractor, terminate this contract in whole or in part

		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	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.
14	2.24 Design, Development, Testing, Implementation and Integration	New Clause	2.24 (iii) 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 acknowledgement or acceptance or rejection response in writing to bidder within 30 days from the date of installation/commissioning or when Purchaser uses the deliverable in its business, whichever occurs earlier. Parties agree that bidder shall have 15 days' time to correct in case of any rejection by Purchaser
15	Annexure 9 Non-Disclosure Agreement	No license to a party, under any trademark, patent, copyright, design right, mask work protection right, or any other intellectual property right is either granted or implied by the conveying of Confidential Information to such party	No license to a party, under any trademark, patent, copyright, design right, mask work protection right, or any other intellectual property right is either granted or implied by the conveying of Confidential Information to such party <i>Pre-existing rights in Intellectual Property shall continue to be owned by the Party that owns them.</i>
16	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	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.
17	2.20.4 Technical Eligibility Criteria 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: ● ISO 20000:2011 for IT Service Management ISO 27001:2005 for Information Security Management System	Bidder or one of the Bidder in case of consortium, should preferably 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

18	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.	This Performance Bank Guarantee will be for an amount equivalent to 10% of the contract value, in two parts as mentioned below.
19	Annexure I: Compliance Statement	01 Online submission of Tender Cost / Fee: INR50,000/- (Rupees Fifty Thousand Only) + 18% GST 02 Online submission of EMD (Earnest Money Deposit) / Security Deposit: INR 1,00,00,000/- (Rupees One Crore Only)	01 Physical submission of Tender Cost / Fee: INR50,000/- (Rupees Fifty Thousand Only) + 18% GST 02 Physical submission of EMD (Earnest Money Deposit) / Security Deposit: INR 1,00,00,000/- (Rupees One Crore Only) in the form of Bank Guarantee
20	2.5. Consortium	Consortium Bidding shall be allowed but restricted to two partners.	Consortium Bidding shall be allowed but restricted to three partners.
21	7. Airport Operational Database (AODB), Resource Management System (RMS) and Master Systems Integration (MSI) Non-functional requirements (92)	Specify the typical middleware requirements as part of the solution implementation.	Specify the typical middleware and Information message broker requirements as part of the solution implementation.
22	I NOTICE INVITING TENDER	Part I: 15% of contract value excluding the O&M PBG Part II 15% of O&M contract value for 5 years	Part I: 10% of contract value excluding the O&M, payable as mentioned below: 1. 5% as Demand Draft (DD) in favor of Kannur International Airport Limited, payable at Kannur. 2. 5% as Bank Guarantee PBG Part II 10% of O&M contract value for 5 years 1. 5% as DD in favor of Kannur International Airport Limited, payable at Kannur. 2. 5% as Bank Guarantee
23	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. All charges whatsoever such as premium, commission, etc. with respect to the Performance Bank Guarantee shall be	This Performance Bank Guarantee will be for an amount equivalent to 10% of the contract value, in two parts as mentioned below. All charges whatsoever such as premium, commission, etc. with respect to the Performance Bank Guarantee shall be borne by the bidder. First part of the PBG

		borne by the bidder. First part of the PBG for an amount of 10% of the Implementation and License/Software cost excluding the O&M contract cost, need to be submitted within 30 days of awarding the contract. The EMD received in respect of the successful bidder will be returned to the bidder, only after the receipt of the PBG. The PBG should be valid for a term of one and a half years from the date of work order or till the completion of Go-Live and submission of the second part of the PBG for the O&M period. Second part of the PBG for an amount of 10% of the O&M contract cost spreading over a period of five years, post GoLive and the six months warranty period, need to be submitted prior to the commencement of the O&M period.	for an amount of 10% of the Implementation and License/Software cost excluding the O&M contract cost, need to be submitted within 30 days of awarding the contract. The EMD received in respect of the successful bidder will be returned to the bidder, only after the receipt of the PBG. The PBG should be valid for a term of one and a half years from the date of work order or till the completion of Go-Live and submission of the second part of the PBG for the O&M period. Second part of the PBG for an amount of 10% of the O&M contract cost spreading over a period of five years, post GoLive and the six months warranty period, need to be submitted prior to the commencement of the O&M period.
24	2.24. Design, Development, Testing, Implementation and Integration (ii) 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.	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.
25	2.28. Liability Clause	New Clause	2.28.4 The Total cumulative liability on the bidder arising from or relating to this agreement shall be limited as follows: (a) To the total contract value excluding the O&M cost, during the development and implementation & the warranty period. (b) To the total O&M contract value during the O&M period 2.28.5 In no event shall either party be liable for any indirect damages, loss or expenses arising from business interruption, lost business, lost profits including any third party claims.
26	Annexure 2: Unconditional Acceptance Letter (2)	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.	Clause Removed

27	Annexure 2: Unconditional Acceptance Letter (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 KIAL, the tender submitted by us is liable to be rejected, without any further notice/clarification.	I/We confirm that the deviations/exclusions/variations to the requirements described in RFP No.....dated.....are as listed in Annexure 3 and as responded in our Proposal/Bid No.dated..... . I/We hereby declare our unconditional acceptance of the RFP terms other than the deviations mentioned in Annexure 3 without affecting the intended purpose & overall software functionality and also the objective of the RFP. I/We fully understand, the right to accept or reject the proposed deviations resides only with Kannur International Airport Limited. We also understand that the bidder shall be required to withdraw the proposed deviations without any price implications, if asked to, by Kannur International Airport Limited, else the bid is liable for rejection.
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All other conditions remain same.

S/d
MANAGING DIRECTOR

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