

Name of Project: Selection of Agency for Procurement, Design, Development, Testing, Implementation, Integration and Operation & Maintenance of Enterprise Software for Kannur International Airport.

Ref #: KIAL/IT/RFP/1/2019

No.	Tender Page No	Section No /Para No and Section Name	Tender Clause text	Query	Kannur Airport's Response
1	28	Section 3. Scope of Work	Supply, Installation, configuration, Data Migration, Documentation, Testing, Training and commissioning of the chosen ERP solution along necessary licenses to support 10 power users and 240 staff for the chosen ERP	Can we have any approximate number of users in the following departments at KIAL: Finance & Accounts, Procurement & Sourcing, Asset Management, Inventory Management, Project Management, Human Resources at Head office and Branch offices. This will help us to determine precisely and streamline the module-wise users that we will incorporate in the overall solution for KIAL	A total of 250 staff as of date
2	NA	Generic	NA	Can you please confirm if the licenses (DB, Middleware, etc) that need to be supplied as per the requirements of this RFP should be enterprise-wide full use licenses with no-restrictions? This response is required to confirm whether the usage of the licenses would be restricted to some specific applications or departments only.	Licenses should be supplied as per the requirements in the RFP
3	19	2.20.2. Eligibility Criteria	The bidder or the consortium Experience of having successfully completed similar works as indicated below at an International Airports in India or abroad, during the last 05 years prior to the date of issue of this RFP At least two similar works involving ERP implementation, in an international airport in India or abroad of value of 15 crore and above.	1. Request that ERP implementation experience specifically in Airports is moved to scoring (2.20.4. Technical Eligibility Criteria) and ERP experience in any vertical that involves implementation of the same modules as required in this RFP moved to PQ. 2. Request ERP implementation in airports to be cut from 2 references to 1 reference. 3. As per this RFP, we understand that the bidder needs to have experience in implementing ERP in airports. This experience is irrespective of the solution/OEM implemented. If the bidder deems appropriate to quote a different solution/OEM product for this RFP, contrary to their previous airport experience, but has implementation experience in other verticals for the solution/OEM product that they intend to implement for KIAL, it would be accepted. Please confirm our understanding.	1. As per RFP terms & conditions. 2. Ok 3. As per RFP terms & conditions

4	5	EMD can be provided as a Bank Gaurantee.	INR 1,00,00,000/- (Rupees One Crore Only)	The EMD amount looks disproportionate to the estimated project value. We request for the amount to be rationalised in line with standard tendering guidelines. The EMD has also been asked for in the form of DD. It may not be feasible/practical to block this substantial amount for the period of bid evaluation. Kindly allow for EMD to be submitted in the form of Bank Guarantee, as per standard tendering practices,.	EMD can be provided as a Bank Guarantee.
5	5	Bid Submission		Kindly allow for atleast 3 weeks' time for bid preparation and submission after publishing of pre-bid clarifications/corrigendum.	Refer to latest corrigendum for revised schedule
6	19	2.20.2 Eligibility Criteria	<p>The bidder or the consortium Experience of having successfully completed similar works as indicated below at an International Airports in India or abroad, during the last 05 years prior to the date of issue of this RFP</p> <p>At least two similar works involving ERP implementation, in an international airport in India or abroad of value of 15 crore and above.</p> <p>Attach copy of Letter of Awards/PO along with successful completion certificate. "Similar works" shall mean Procurement, Design, Development, Testing and Implementation of an Enterprise</p>	<p>We request for splitting this requirement into 3 parts, as suggested below:</p> <ol style="list-style-type: none"> 1. The bidder or consortium member experience of having successfully completed similar works in any Government/ Public Sector/ private Sector in India or abroad of value INR 15 Crores and above. 2. The proposed solution should have been implemented at any International Airport in India or abroad. 3. The bidder should have experience of having successfully completed any application based Airport Solution at any International Airport in India or abroad and should have atleast 100+ personnel on their payroll with experience of having worked in Airport domain. <p>(The above proposed change will ensure that the bidder has ERP implementation experience, has Airport domain experience and the proposed ERP has been implemented successfully at other airports.)</p>	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 and process the proposals accordingly.

7	21	2.20.4 Technical Eligibility Criteria	<p>The Bidder should have Designed, Developed, Tested and Commissioned and maintained ERP works as given in 2.20.2 Table Item No 3. The marks shall be awarded based on the following: -</p> <p>(i) Designed, Developed, Tested and Commissioned and maintained ERP works at an airport of value 25 Crore and above 10</p> <p>(ii) Designed, Developed, Tested and Commissioned and maintained ERP works at an airport of value 20 Crore and above 8</p> <p>(iii) Designed, Developed, Tested and Commissioned and maintained ERP works at an airport of value 15 Crore and above 5</p> <p>(iv) Designed, Developed, Tested and Commissioned and maintained ERP works at an airport of value 10 Crore and above 2.5</p>	<p>We request for the criteria to be modified as under, in line with above suggestion: The Bidder should have Designed, Developed, Tested and Commissioned and maintained ERP works as given in 2.20.2 Table Item No 3. The marks shall be awarded based on the following: -</p> <p>(i) Designed, Developed, Tested and Commissioned and maintained ERP works at a Govt/PSU/Private client and an application based Airport Solution at any International Airport, of value 25 Crore and above 10</p> <p>(ii) Designed, Developed, Tested and Commissioned and maintained ERP works at a Govt/PSU/Private client and an application based Airport Solution at any International Airport, of value 20 Crore and above 8</p> <p>(iii) Designed, Developed, Tested and Commissioned and maintained ERP works at a Govt/PSU/Private client and an application based Airport Solution at any International Airport, of value 15 Crore and above 5</p> <p>(iv) Designed, Developed, Tested and Commissioned and maintained ERP works at a Govt/PSU/Private client and an application based Airport Solution at any International Airport, of value 10 Crore and above 2.5</p>	<p>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 and process the proposals accordingly.</p>
8	22	2.20.4 Technical Eligibility Criteria	<p>The bidder must have an aviation SME with technology background, involved with minimum 10 years of experience in aviation technology projects</p>	<p>We request for this clause to be changed to: "The bidder must have atleast 100+ aviation SME with technology background, involved with minimum 10 years of experience in aviation technology projects "</p>	<p>As per the RFP terms & conditions</p>
9	25	2.23 Service Level Agreement (SLA) and Penalty during Operation and Maintenance	<p>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.</p>	<p>25% penalty cap per quarter during O&M is quite unreasonable and should be capped at 10%.</p>	<p>As per the RFP terms & conditions</p>
10	25	2.24 Design, Development, Testing, Implementation and Integration	<p>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.</p>	<p>1. The completion period defined in this clause is in contradiction to the clause defined in Section1 of NIT which states "Completion Period 270 days from the date of issue of the work order". Kindly correct the completion period from 6 months to 9 months or 270 days. 2. The penalty of 1% per week of delay is unreasonable and should be changed to 0.5% per week as per general tendering guidelines.</p>	<p>As per RFP terms & conditions.</p>

11	25	2.24 (ii) Design, Development, Testing, Implementation and Integration	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.	The Liquidated Damages should be computed on delayed value of goods rather than contract value and the maximum cap should be 10% of contract value of delayed goods or services.	As per RFP terms & conditions.
12	26	2.28 Liability Clause	New Insertion - D	In no event shall Contractor be liable for any failure to provide the Services in accordance with this Agreement to the extent that it is prevented from doing so as a result of any act or omission of Kannur Airport. Notwithstanding any provisions in this Agreement, Contractor's liability to Kannur Airport and/or any third party for direct damages or any direct loss or claim under this Agreement (whether under any indemnity or for direct contractual damages whether in contract, tort, negligence, strict liability or towards performance or non-performance or otherwise) will under no circumstances exceed the total fees paid to Contractor during the preceding (6) six months from the date of such liability under the relevant agreement or 100% of Statement of Work whichever is lower. In no event none of the Parties will under any circumstances be liable under the law of contract, tort or otherwise, for any loss of profits or savings or goodwill or for any consequential or incidental or indirect or special loss or damage, anticipated savings, or any loss or corruption of data (regardless of whether any of these types of loss or damage are direct, indirect or consequential), however caused, arising out of or in connection with this Agreement if not specifically detailed in this Agreement. The Parties affirm that any and all damages that is foreseeable at time of signing of this Agreement is specifically mentioned in this Agreement.	Will be guided by RFP terms & conditions. Any deviations must be discussed, documented and covered by a corrigendum to this RFP.
13	27	I-1.d Scope of Work	Data cleansing and migration (including master and transaction data)	i. How many years of data have to be cleansed and migrated? ii. Please provide the Data volume iii. What form is the data in currently (electronic or manual records) iv. How would this data be used in future v. How would the master data migrated be mapped with the current master data defined vi. Should this data be transformed into the current structure vii. Elaborate on cleansing requirements	1. 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.
14	27	I-1.e Scope of Work	Integration with other existing applicatiotn software	What are the other applications with which integration has to be done and in what platforms What type of integration is expected, real time, data upload / download ...	Bidder shall propose the solution with their experience in airport operations. Integration expected can be assessed during As-Is and To-Be study

15	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.	Termination clause should be mutual. Contractor should have right to terminate the Contract in the event of material breach by the Kannur Airport by 30 days' notice.	As per RFP terms & conditions.
16	28	II Scope of Work	licences to support 10 power users, 240 staff	1. How many developer licences 2. How many payroll licences are required 3. Break-up of 240 licences into Management and end users	Covered under BOQ Components ii Bidder shall use this as base to propose the solution augmenting it with their experience in airport operations.
17	28	III Scope of Work	Licenses purchase	Not clear whether KIAL will purchase license or MSP has to purchase	The option is open, if MSP is purchasing the license the same needs to transfer to KIAL
18	30	Project Milestones	Milestones defined	Hardware procurement, licenses procurement, installation .. Timelines have not been provided. Kindly confirm. Kindly provide details on expectations on Performance & endurance testing.	Milestones are specified in Section 4 - Project Milestones. Bidder shall state the dependencies to fulfill their scope of delivery.
19	32	5.1.1 Scalability	Scalability defined	What is the expected growth in no. of users over next 5 years? Is the system going to be used by any external users which is not in concurrence with the earlier defined number of users in section 3?	Covered under section 5.1.1. Scalability up to 8 million passengers over 5 years The system will be accessed by external users
20	36	5.5 Cloud Management, Monitoring & Compliance Services		MSP should not be held responsible for impact on uptime owing to last mile connectivity issues. All uptime SLAs should be measured as per availability on Cloud Infrastructure and not from end user device. Kindly acknowledge.	Agreed
21	36	5.5 Cloud Management, Monitoring & Compliance Services	Kannur Airport reserves the right to facilitate the cloud hosting services as per the recommended specs by the Contractor.	In case KIAL decides to facilitate the cloud hosting, then MSP should not be held responsible for Cloud management, and any SLAs pertaining to Cloud, including uptime availability. Kindly acknowledge.	Agreed
22	38	5.7 Security	Audit trail requirements	The assumption is to have an audit trail of only system related changes such as configuration etc. and not a transaction level audit trail. Kindly confirm.	Covered under Section 5.7 Point "e". It will include Transactional level changes
23	83	Annexure II: Guidelines for Technical Proposal		The requirements listed in this section are not exactly aligned with the guidelines listed in "Tendering Guidelines to the bidders" section in Page 8-9. Kindly provide one consolidated guideline to avoid confusions.	As per RFP terms & conditions.
24	28	Scope of Work		Is there a BPR stage also in scope? If it is a different engagement, then please share the envisaged timeline and its management with the ERP track	Yes, to be evaluated during As-Is Stage

25	28	Data Migration		Please share details of the Data Extraction, Data Cleansing, Data Validation requirements. Is there any requirement for Data Digitization as well ?	Based on the best industry practices, bidder shall propose these details for Kannur airports consideration. Yes, Data Digitization is a requirement
26	29	Training		Please provide details of the locations of the Trainings. What would be the Batch Size of the Training sessions? Do we need to train the 240 Staff as well or can we adopt the Train the Trainer approach? Is there a requirement for Multi Lingual User Manuals	1. Training to be provided at KIAL facility. Batch Size shall be less than or equal to 10 staff per session. 2. Kannur airport prefers train the trainer approach 3. User Manuals shall be in English
27	30	Interfaces		Is there a preferred Interfacing Methodology that is mandated for the Bidder. Can the Bidder propose FTP / point to point interfaces or is it necessary to develop SOA based real time interfaces.	Bidder shall adopt SOA based real time interfaces
28	31	Gateways		Is the Bidder required to provide the SMS and Mail gateways or is only the Integration in Scope ?	Bidder shall integrate with Kannur airports SMS and email gateways.
29		Data Availability		Please detail the volume of the Assets to be migrated. Is the required Asset data in a standard format and readily available to be 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.
30		Middleware		Please suggest if Enterprise middleware platform is already identified	As Part of the deliverable the bidder needs to identify the middleware needs as part of this solution Section 5 point (i)
31		Middleware		As there would be gradual increase in passengers, will Kannur Airport be open to on cloud Message broker	Kannur airport expects the business volumes to grow. As long as the bidder showcases the sustainability, scalability, security, support and maintenance, Kannur Airport is open to explore the cloud based message broker.
32		Middleware		Kannur Airport will ensure that respective SPOCs are available from respective systems to be integrated with enterprise message broker	Agreed

33		Middleware		Please suggest tentative numbers of services to be supported through message broker	To be evaluated during As-Is stage
34	5	1. Invitation for proposal : 4. Bid Validity Period	120 days from the date of opening of Financial Bid	120 30 days from the date of opening of Financial Bid	As per RFP terms & conditions.
35	14	VI Modification and withdrawl of Tenders (iii)	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.	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.	As per RFP terms & conditions.
36	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.	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.	As per RFP terms & conditions.
37	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	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	As per RFP terms & conditions.

38	16	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.	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.	As per RFP terms & conditions.
39	17	2.7 Completeness of Response		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 without assigning any reasons	As per RFP terms & conditions.
40	17	2.13 Earnest Money Deposit (EMD)/Security Deposit	As per RFP	Clauses to be deleted	As per RFP terms & conditions.
41	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 120 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.
42	23	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	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	As per RFP terms & conditions.
43	23	2.21 Performance Bank Gaurantee (PBG)	As per RFP	Clauses to be deleted	As per RFP terms & conditions.

44	24	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 20 Equal-Quarterly 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.
45	25	2.23 Service level agreement (SLA) and Penalty during Operations 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 ERP software	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% 3% of the quarterly annual 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, and the total overall SLA and penalty shall be capped to a maximum of 3% of the O&M Annual Contract Value.	As per RFP terms & conditions.
46	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	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 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.
47	25	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.	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.	As per RFP terms & conditions.

48	25	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	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	As per RFP terms & conditions.
49	26	2.28 Liability Clause	<p>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.</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 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.</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&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 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.</p>	As per RFP terms & conditions.

50	27	2.31 Contract Termination	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 subcontract	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.	KIAL to respond
51	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	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.	As per RFP terms & conditions.
52	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, 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	Agreed
53	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 without any at additional cost	Agreed

54	30	3 Scope of Work (X)	At any point of time before the end of System Design if ERP OEM introduces technological advance (including new version) for ERP product originally proposed in the Bid, the Contractor shall be obligated to supply, configure and implement the latest version of the available subsystem(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 ERP OEM introduces technological advance (including new version) for ERP product originally proposed in the Bid, the Contractor shall be obligated to supply, configure and implement the latest version of the available subsystem(s) having equal or better performance or functionality at the same mutually agreed unit price as compared to that contained in this Bid.	As per mutually agreed man day rate in the contract.
55	71	Annexure-4 Proposal Covering Letter in response to RFP Notice (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 agree to abide by this proposal, consisting of this letter, the detailed response to the RFP and all attachments, for a period of 120 90 days from the date of opening of financial proposals	As per RFP terms & conditions.
56	86	Form 1-Financial proposal submission Form	Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal i.e. 120 days from the date of opening of financial bid	Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal i.e. 120 90 days from the date of opening of financial bid	As per RFP terms & conditions.
57	14	1 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	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	As per RFP terms & conditions.
58	17	2.12 Rght 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.
59	5	Invitation for proposal : 5. Earnest Money Deposit (EMD)/security Deposit	INR 1,00,00,000/- (Rupees One Crore Only)	INR 1,00,00,000/- (Rupees One Crore Only)	As per RFP terms & conditions.
60	5	Invitation for proposal : 13; 14; 15	As per RFP	Clauses to be deleted	As per RFP terms & conditions.

61	6	Instructions to Bidders	2F "The Works Order/ Purchase order/ Supply order/Award letter" means the order placed with the selected agency for the Procurement, Design, Development, Testing and Implementation and Integration of systems / works by the selected agency and contract signed between the Selected Agency and e 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 with the selected agency for the Procurement, Design, Development, Testing and Implementation and Integration of systems / works by the selected agency and contract signed between the Selected Agency and e Kannur Airport on the basis of the Bidder's Proposal including all attachments and appendices there to and all documents incorporated by reference therein.	As per RFP terms & conditions.
62	6	Instructions to Bidders	2J 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.	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.	As per RFP terms & conditions.
63	7	Instructions to Bidders	2s 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 on mutually agreed terms and conditions between the Parties.	Agreed

64	18	2.20.2. Eligibility Criteria	<p>The bidder or the consortium Experience of having successfully completed similar works as indicated below at an International Airports in India or abroad, during the last 05 years prior to the date of issue of this RFP</p> <p>At least two similar works involving ERP implementation, in an international airport in India or abroad of value of 15 crore and above.</p> <p>Attach copy of Letter of Awards/PO along with successful completion certificate. "Similar works" shall mean Procurement, Design, Development, Testing and Implementation of an Enterprise</p>	Request to Delete	As per RFP terms & conditions.
65	10	Tendering Guidelines to the Bidders : Part 1 : Technical Bid (b) (vii)	<p>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/EMD submitted in any form other than stated above will not be accepted</p>	<p>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/EMD submitted in any form other than stated above will not be accepted</p>	As per RFP terms & conditions.

66	10	Financial Bid e(other terms of financial bid)	<p>ii. Bidder shall quote the lump sum price, including applicable taxes and expenses after careful analysis of cost involved for the performance of the complete work considering all parts of the Bidding Document.</p> <p>iii. 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 towards payment of any Taxes & Duties over and above total quoted price.</p> <p>v. Prices quoted by the Bidder, shall remain firm and fixed and valid until completion of the Contract and will not be subject to variation on any account.</p> <p>vii. Fixed Price: Prices quoted by the Bidder shall be fixed during the bidder`s performance of the contract and not subject to variation on any account. A bid submitted with an adjustable / variable price quotation will be treated as non-responsive and rejected.</p>	<p>ii. Bidder shall quote the lump sum price, including including applicable taxes and expenses after careful analysis of cost involved for the performance of the complete work considering all parts of the Bidding Document.</p> <p>iii. The quoted Price shall be deemed to be all inclusive , other than the taxes, levies and duties till the completion of the work. It is clearly understood that Kannur Airport shall will not have to bear any additional liability towards payment of any Taxes & Duties over and above total quoted price.</p> <p>v. Prices quoted by the Bidder, shall remain firm and fixed and valid until completion of the Contract and will not be subject to variation on any account.</p> <p>vii. Fixed Price: Prices quoted by the Bidder shall be fixed during the bidder`s performance of the contract and not subject to variation on any account. A bid submitted with an adjustable / variable price quotation will be treated as non-responsive and rejected.</p>	As per RFP terms & conditions.
67	12	Note	Kannur Airport may at its discretion extend / change the schedule of any activity by intimating the bidders through a notification.	Kannur Airport may at its discretion extend / change the schedule of any activity by intimating the bidders through a notification, only before the submission of the bid and not afterwards..	As per RFP terms & conditions.
68	17	Proposal Preparation costs	The bidder shall submit bid at its cost and, Kannur International Airport Limited shall not be held responsible for any cost incurred by the bidder. Submission of bid and demonstration of the proposed product does not entitle the bidder to claim any cost and rights over Kannur International Airport Limited and Kannur International Airport Limited shall be at liberty to cancel any or all bids without giving any notice. All materials submitted by the bidder shall be the absolute property of Kannur International Airport Limited and no copyright/patent etc. shall be entertained by Kannur International Airport Limited.	The bidder shall submit bid at its cost and, Kannur International Airport Limited shall not be held responsible for any cost incurred by the bidder. Submission of bid and demonstration of the proposed product does not entitle the bidder to claim any cost and rights over Kannur International Airport Limited and Kannur International Airport Limited shall be at liberty to cancel any or all bids without giving any notice, provided the same is done before the last date of submission of bids.. All materials submitted by the bidder shall be the absolute property, of Kannur International Airport Limited and no copyright/patent etc. shall be entertained by Kannur International Airport Limited.	As per RFP terms & conditions.

69	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. However non-payment by the Purchaser to the Contractor is not a condition/situation of Force Majeure. 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. 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</p>	As per RFP terms & conditions.
----	----	---------------	---	---	--------------------------------

70	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 year 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</p>	As per RFP terms & conditions.
71	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>Suggest we have a formal NDA to govern this clause, which will also be a mutual non-disclosure agreement</p>	Agreed

72	27	Contract Termination	<p>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.</p>	<p>The Kannur Airport 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:</p> <ul style="list-style-type: none"> 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. 	<p>This is covered in the existing clause. Please clarify if any particular point needs to be considered.</p>
73	29	Scope of Work (III)	<p>Kannur Airport may at its own discretion opt to purchase the ERP 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.</p>	<p>Kannur Airport may at its own discretion opt to purchase the ERP 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.</p>	<p>As per RFP terms & conditions.</p>

74	68	Unconditional acceptance letter	<p>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.</p>	<p>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 which will be at all times subject to our Bidder's Proposal and mutually agreed terms and conditions. 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., which will be sutiablely and reasonably considered by Kannur International Airport. 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.</p>	As per RFP terms & conditions.
75	70	Proposal Covering Letter in response to RFP Notice (3)	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 devatons	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 and process the proposals accordingly.
76	76	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 'Receipient'	As per RFP terms & conditions.
77	76	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 & conditions.

78	78	Non-Disclosure Agreement	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	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 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.	As per RFP terms & conditions.
79	80	Non-Disclosure Agreement	18. Non-Solicitation (as per rfp)	To delete	As per RFP terms & conditions.
80	88	Format for Performance Bank Gaurantee	As per RFP	Form to be deleted	As per RFP terms & conditions.
81	88	Format for Performance Bank Gaurantee	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. 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.	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. 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.	As per RFP terms & conditions.

82		To insert		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.	As per RFP terms & conditions
83		To insert		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 xxxxxx shall have 15 days' time to correct in case of any rejection by Purchaser .	Agreed
84		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.
85		To insert		Change Order: 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.

86		To insert		Non Hire and Non-solicitation: 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
87		To insert		Transfer of risk and title: 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
88		To insert		Intellectual Property - Pre-existing rights in Intellectual Property shall continue to be owned by the Party that owns them.	Agreed
89				For the subject tenders does KIAL have any preference of location for Data residency for the cloud solution ? Is KIAL OK to have the data hosted in any Geography ? Please specify	Data should reside within India and must adhere to the availability, scalability, performance, security and SLAs.
90	Eligibility Criteria	2/19	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 to modify the existing clause to : "The bidder shall have minimum average annual turnover of INR 500 Crore (Globally) for the last five years for System Integration Services".	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
91	Eligibility Criteria	3/20	The bidder or the consortium Experience of having successfully completed similar works as indicated below at an International Airports in India or abroad, during the last 05 years prior to the date of issue of this RFP At least two similar works involving ERP implementation, in an interanational airport in India or abroad of value of 15 crore and above. Attach copy of the Letter of Awards/PO along with Successful completion certificate. "Similar works" shall mean Procurement, Design, Developement, Testing and Implementation of an Enterprise	Request to modify the existing clause to : ""The bidder or the consortium Experience of having successfully completed similar works as indicated below in India or abroad during the last 05 years prior to the date of issue of this RFP. At least two similar works involving ERP implementation in India or abroad of value of 15 crore and above. Attach copy of the Letter of Awards/PO along with Successful completion certificate. "Similar works" shall mean Procurement, Design, Developement, Testing and Implementation of an Enterprise"	As per RFP terms & conditions.

92	15	<p>2.2. Purpose</p> <p>The purpose of this Request for Proposal (RFP) is to avail the services of a reputed IT Company, to Procure, Design, Develop, Test and Implement Enterprise Software(as specified under clauses 3 to 8) for Kannur Airport and to provide support and maintenance of system for a minimum period of 5 years, commencing from the date when the entire system goes "live" and the free Post Implementation Warranty Support of six (6) months is completed. The bidder shall be required to give a lumpsum quote separately for the additional two years as per the BOQ. This document provides information to enable the bidders to understand the broad requirements to submit their "Bids". The detailed scope of work is provided in RFP document.</p>	<p>2.2. Purpose</p> <p>The purpose of this Request for Proposal (RFP) is to avail the services of a reputed IT Company, to Procure, Design, Develop, Test and Implement Enterprise Software(as specified under clauses 3 to 8) for Kannur Airport and to provide support and maintenance of system for a minimum period of 5 years, commencing from the date when the entire system goes "live" and the free Post Implementation Warranty Support of six^{three} (6) months is completed. The bidder shall be required to give a lumpsum quote separately for the additional two years as per the BOQ. This document provides information to enable the bidders to understand the broad requirements to submit their "Bids". The detailed scope of work is provided in RFP document.</p>	Request that warranty period of 3 months is considered.	As per RFP terms & conditions
93	19	2.20.2. Eligibility Criteria	<p>The bidder or the consortium Experience of having successfully completed similar works as indicated below at an International Airports in India or abroad, during the last 05 years prior to the date of issue of this RFP</p> <p>At least two similar works involving ERP implementation, in an international airport in India or abroad of value of 15 crore and above.</p>	<p>There are not many International Airports that have been established and implemented similar systems in the last 5 years.</p> <p>Most of the newer international airports have been established 10 years ago wherein ERP and related systems were implemented.</p> <p>Request KIAL to modify the eligibility criteria to :</p> <p>"The bidder or the consortium Experience of having successfully completed similar works as indicated below at an International Airports in India or abroad, during the last 10 years prior to the date of issue of this RFP At least one similar works involving ERP implementation, in an international airport in India or abroad of value of 15 crore and above."</p>	Changes if any to this clause will be published via corrigendum to this RFP.
94	41	6	ERP Functional Requirements	Please confirm if KIAL is Procuring SKY Billing software for aviation billing	Will be notified to successful bidder

95			Generic	What is the number of employees and is the payroll run done centrally ?	A total of 250 staff as of date and payroll done centrally
96			Generic	Whether budgeting requirements is only Account code wise budgeting or do you want business specific dimensions for budgeting ?	Shall include business specific dimensions as well
97	41	6	ERP Functional Requirements	Please confirm if analytics and Dashboard is to be considered in Scope	ERP should have the dashboard
98	41	6	E Tendering	E tendering is out of Scope and Kerala Govt portal will be used for e- tendering. Our understanding is that e- tendering and associated activities viz tender policy, tender documentation, publishing on e- tendering portal are outside scope of RFP. Only Operation Procurement is in the Scope of ERP. Kindly confirm our understanding.	Refer to RFP for the scope of delivery, terms & conditions.
99	41	6	DMS	Does KIAL use any repository for DMS currently ? Would KIAL want the MSI to consider DMS system be a part of the future systems landscape? Should SI consider the cost for implementing a DMS?	Please explain the scope of DMS.
100	41	6	ERP Functional Requirements	Can the Partner recommend cloud Solutions such as SuccessFactors for LMS. Is KIAL open for Cloud Solutions as SaaS Model	Kannur Airport is open for Cloud Solutions SaaS Model.
101	27	3	Share Management & Corporate Affairs (incl legal management)	Kindly elaborate the requirement. Share Management and Legal Management are not standard functionality of ERP. Additional tools or high customization is required for this requirement.	These are not complex requirements, but just an elaborated workflow management with minor customization for necessary tracking and follow-ups.
102	45	6	Ability to allow import importization schedule of loans	Kindly elaborate the requirement	Facility to keep track the cash out flow with additional parameters
103	45	6	Ability to create ledger budget based on future loan	Kindly elaborate the requirement. Is the requirement is to budget the interest expense GL?	Agreed, should have the ability to consider the future loan interest while expense report is created

104	45	6	Ability to manage control loans (payable and receivable) Ability to configure different loan types	Kindly elaborate the requirement of loans Treasury module is needed to address this requirement & this is a separately licensed module. This module is required to track and monitor borrowings. Please confirm whether treasury module needs to be included in SI pricing.	Agreed, detailed requirement is part of functional requirement point 24
105	35	5.4	Training services	"a. User training to different user groups based on the nature of usage including stake holders of the airport like Airlines/ Customs/ Cargo/Immigration/CISF /GH Agencies/ Hose keeping and other user agencies b. Training of Power Users" We understand the requirement is to Train the Power Users / Core Users, who in turn will train the End-User through Train-the-Trainer approach? Kindly Confirm? Also let us know the count of Power User / Core Users to be trained?	Yes, it's the Train the trianer approach. 10 core users shall be trained on the fystem fucntionality. 5 core users from Information Technology (IT) department shall be trained on the non-functional technical aspects.
106	27	3	Data cleansing and migration (including master and transaction data).	Data cleansing should be the responsibility of KIAL and not bidders. Please confirm	Bidder will need to ensure the Data cleaning and KIAL team will assist where ever required
107	25	2.23	Service Level during Implementation	Penalty - What , if implementation delay is due to the reason which are attributable to KIAL	Covered under Liability Clause 2.28
108	31	4	Stress & Performance Testing:	Please elaborate on the Performance Load testing severity and expectations Should SI factor any additional priced tools for this requirement?	Based on the best industry practices, bidder shall propose these details for Kannur airports consideration.
109	27	3	Carrying out Conduct 'As-is' Study to finalize the Functional and non- functional requirement for all the Stakeholders.	We request you to modify the clause of Submisison of the As Is Report considering the challenging timelines of 9 Months. Specific As IS report may not be required	Bidder shall submit the As-Is report and format shall be shared with successful bidder.
110	11	Clause f :Components of BOQ	This line item asks for the man hour cost for 1440 hrs required for development against the Change Order/ additional development as contingency, outside the scope of this RFP.	Change Requests may also involve sourcing of products/ licenses/ services from 3rd parties as also manpower services from MSI other than Development Efforts. Please define how will the cost of such 3rd party items, other than the development efforts from MSI, be determined?	Proposal shall include all the efforts and costs for bidder's scope of delivery. Man hour cost of 1440 hours is a provisional effort to deal with change requests, if any, during the course of the project.

111	19	2.20.2	The bidder or the consortium Experience of having successfully completed similar works during the last 05 years prior to the date of issue of this RFP. At least two similar works involving ERP implementation, in an international airport in India or abroad of value of 15 crore and above.	Request to modify the clause to : At least ONE similar work involving ERP implementation, in an international airport in India or abroad of value of 15 crore and above during the last 10 years prior to the date of issue of this RFP.	As per RFP terms & conditions.
-----	----	--------	---	---	--------------------------------

112	20	2.20.4	A. Relevant Experience: Designed, Developed, Tested and Commissioned and maintained ERP works at an airport of value 25 Crore and above- 10 marks	Request to modify the Evaluation marking suitably for: A. Relevant Experience: Designed, Developed, Tested and Commissioned and maintained ERP works at an airport of value 15 Crore and above- 10 marks and subsequently others.	As per RFP terms & conditions. Revisions if any to this clause will be published vide an corrigendum to this RFP.
113	21	2.20.4	B. The bidder must have an aviation SME with technology background, involved with minimum 10 years of experience in aviation technology projects: For more than 20 years of experience- 5 marks	Request to modify the Evaluation marking suitably for: B. The bidder must have an aviation SME with technology background, involved with minimum 10 years of experience in aviation technology projects: For more than 10 years of experience- 5 marks and subsequently others.	As per RFP terms & conditions.
114	16 & 17	2.13	Earnest Money Deposit (EMD) / Security Deposit of INR 1,00,00,000/- shall be paid as detailed in the Tendering guidelines to the bidders. The EMD/Security Deposit may be forfeited in case of a successful bidder, fails to sign the Contract or to furnish Performance Bank Guarantee within specified time i.e. 30 (Thirty) days from the date of issue of award of work in accordance with the format given in the RFP.	Request KIAL to consider EMD in the form of a Bank Guarantee. Request that EMD be reduced to 10L. Request the removal of this clause from the RFP which links EMD forfeiture to signing of contract/PBG submission capped to a certain date.	EMD can be provided as a Bank Guarantee. Details will be given in the Corrigendum.

115	90	Form 4	<p>Note 4: Contractor shall not front load the cost with capital expenditure and shall propose the cost in operational expenditure model paid on a quarterly basis over a period of 6 years for both the license, implementation and maintenance costs</p>	<p>Request KIAL to pay upfront for all License SW & HW & pay for implementation as per milestones proposed. In case of an Opex model having the license cost spread across the project duration, OEMs insist that :</p> <ol style="list-style-type: none"> 1. The procurement agreement and End User License Agreement for such transaction will have to be between the OEM and customer irrespective of the fact that the license related price is quoted by the bidder. 2. The corresponding payment also have to be paid to the OEM directly by KIAL and bidder will not be party to that. 3. Any outage of the product because of license payments between the OEM and KIAL will not be attributable to the bidder. <p>Please confirm KIAL's readiness to have such agreement, payments directly with the OEM and the above mentioned points. PBG amount should exclude the amount being paid by KIAL to OEM. Pls do confirm.</p>	<p>As per RFP terms & conditions. Please specify the hardware that needs to be procured for this system. Kannur airport has requested for SaaS Model.</p>
116	24	2.22	<p>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. 10% payment under para 2.21(a) and 2.21(b) will be paid to the vendor only against a Bank Guarantee for equal amount, valid for a period of one and half year. This Bank Guarantee will be returned to the vendor, along with the second part of the payment (i.e. on delivery of software / licenses & Design Sign off).</p>	<p>Request client to pay O&M charges - Monthly in arrears. Do clarify further on the second clause about 10% Payment</p>	<p>Agreed. Second clause: for Bank Guarantee should be 10% of the O&M charges and should be valid for 5 years</p>

117	26	2.31	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.	Request to provide 90 days notice	As per RFP terms & conditions.
118	10	Part 2 Financial Bid	Bidder shall quote the lump sum price, including applicable taxes and expenses after careful analysis of cost involved for the performance of the complete work considering all parts of the Bidding Document	Any Tax or levy introduced by Central or State Government during the contract period applicable on this contract should be paid by KIAL on actuals. Please do confirm.	As per RFP terms & conditions.