

Page	Clause No.	Description of Terms / Headings	Existing Clause	Deviations / Recommendations	Clarification by Kannur Airport
5	1	NOTICE INVITING TENDER : 1. Invitation for proposal : 4. Bid Validity	120 days from the date of opening of Financial Bid	<del>120</del> 30 days from the date of opening of Financial Bid	As per RFP
5	1	NOTICE INVITING TENDER : 1. Invitation for proposal : 5. Earnst Money Deposit (EMD)/Security Deposit	INR 1,00,00,000/- (Rupees One Crore Only)	Please change BG amount maximim to 10,00,000	As per RFP
5	1	NOTICE INVITING TENDER : 1. Invitation for proposal : 13; 14	As per RFP	<del>To be deleted-</del>	Performance guarantee is a must and can not be deleted
5	1	NOTICE INVITING TENDER : 1. Invitation for proposal : 15. Performance Security Validity	PBG Part 1 : 18 Months from the date of successful warranty completion with zero outstanding defects PBG Part 2 : 60 Months from the date of commencement of O&M service contract	<del>PBG Part 1 : 18 Months from the date of successful warranty completion with zero outstanding defects-</del> <del>PBG Part 2 : 60 Months from the date of commencement of O&amp;M service contract</del>	Performance guarantee is a must and can not be deleted
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	<del>If the tenderer modifies the tender condition at any stage even after submitting the unconditional acceptance letter, then the bid submitted by the tenderer are liable to be rejected and the EMD / Security Deposit shall be forfeited</del>	It has been clarified in the Corrigendum 3 that the EMD amount for the disqualified proposals will be returned.
14	2.5	Consortium	Consortium Bidding shall be allowed but restricted to two partners. However, the prime bidder will hold the Sole responsibility of the contract and its execution as a single point of contact to Kannur Airport.	Modification Requested:- The lead bidder & consortium partner shall be severally responsible only for its respective scope.	As per RFP
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 <del>may request shall have the right to</del> <del>require</del> for replacement of any subcontractor with another subcontractor, <del>subject to mutual agreement between the Contractor and Purchaser</del> and the Contractor shall in such case terminate forthwith all agreements/contracts other arrangements with such subcontractor and find suitable replacement for such subcontractor <del>to the satisfaction of the Purchaser at no additional charges to be borne by the Purchaser.</del> Failure to terminate all agreements/contracts with such sub-contractors, shall amount to a breach of the terms hereof	As long as the services levels are adhered to the contract, Kannur airport would not request to replace any sub-contractor. In the event of under performance by any sub-contractor, prime contract must do the needful to restore the service levels as agreed in the Contract at no additional cost to Kannur airport.
16	2.6	Involvement of Sub-Contractor(s) : 2.6.2.7	The Contractor indemnifies and shall keep indemnified Purchaser against any losses, damages, claims or such other implications arising from or out of the acts and omissions of such subcontractor. The Contractor shall be responsible for making all payments to the subcontractor as may be necessary, in respect of any Services performed or task executed, and the Purchaser shall not be responsible for any part or full payment which is to due to such subcontractor.	<del>The Contractor indemnifies and shall keep indemnified Purchaser against any losses, damages, claims or such other implications arising from or out of the acts and omissions of such subcontractor. The Contractor shall be responsible for making all payments to the subcontractor as may be necessary, in respect of any Services performed or task executed, and the Purchaser shall not be responsible for any part or full payment which is to due to such subcontractor.</del>	As long as the services levels are adhered to the contract, Kannur airport would not request to replace any sub-contractor. In the event of under performance by any sub-contractor, prime contract must do the needful to restore the service levels as agreed in the Contract at no additional cost to Kannur airport.
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	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 <del>and forfeiture of the EMD / Security Deposit.</del> However, Kannur Airport Reserves the right/ Discretion of Accepting/ rejecting the proposal without assigning any reasons	It has been clarified in the Corrigendum 3 that the EMD amount for the disqualified proposals will be returned.

24	2.20.5	Financial Bid Evaluation (c.)	In BOQ, Sl.No. v will be required for entering into a contract for O&M support after the expiry of 5 years O&M contract stipulated in this RFP. However, quoted price for the 6th and the 7th year shall not exceed by 10% or Consumer Price Index (CPI) whichever is lower, based on the average annual O&M support cost for the initial 5 years	<del>In BOQ, Sl.No. v will be required for entering into a contract for O&amp;M support after the expiry of 5 years O&amp;M contract stipulated in this RFP. However, quoted price for the 6th and the 7th year shall not exceed by 10% or Consumer Price Index (CPI) whichever is lower, based on the average annual O&amp;M support cost for the initial 5 years</del>	Proposal shall include an an option to extend the O&M for two years
24	2.21	Performance Bank Gaurantee (PBG)	As per RFP	Clause to be deleted	Performance guarantee is a must and can not be deleted
25	2.25	Force Majeure	2.26. Force Majeure 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.	The Bidder shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure. For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Bidder that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Bidder. Such events may include, but not be limited to, acts of Kannur International Airport Limited in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes. <b>Force Majeure shall not include insufficiency of funds or inability to make any payment required hereunder..</b> If a Force Majeure situation arises, the Bidder shall promptly notify Kannur International Airport Limited in writing of such condition and the cause thereof. <del>Unless otherwise directed by Kannur International Airport Limited in writing, the Bidder shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event..</del> <b>If the period of Force Majeure exceeds sixty (60) days from the receipt of notice of the Force Majeure Event, the Party whose ability to perform has not been so affected may give written notice to terminate this Agreement and the Contractor shall be paid for the :</b> 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	In the event of Force Majeure situation, the contractor is entitled to receive the payment from Kannur airport, pertaining to: 1. Services received and accepted 2. Works in progress, where Kannur airport is notified during the work initiation along with its delivery plan 3. Third party orders which cannot be cancelled and this should be justified with necessary purchase orders and /or contract copies.

26	2.29	Warranty	<p>Bidder shall warrant that the delivered software meets the requirements as specified in the detailed Specifications of the Application Software. This warranty shall remain valid for six (6) months after the system Go Live at Kannur Airport. Kannur Airport shall promptly notify Bidder in writing of any 'defect' in the software arising due to the reasons solely and entirely attributable to Bidder under this warranty. Upon receipt of such notification, Bidder shall remove the 'defect' in the application software. <b>Warranty shall also include changes or modifications that becomes essential for giving the intended performance of the system, as specified in the approved Specifications.</b> 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. <b>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.</b> <del>Bidder shall warrant that the delivered software meets the requirements as specified in the detailed Specifications of the Application Software.</del> 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, <b>at additional costs, if any to be borne by the Purchaser.</b> In case of breach of this warranty, Kannur Airport's exclusive remedy will be to obtain (1) <del>the re-performance of the service or the correction or</del> replacement of any <del>service-product</del> deliverable that provides substantially similar functionality subject to the costs to be borne by Kannur Airport or (2) if both parties mutually determine that such remedies are not practicable, a refund of the fees allocable to that part of <del>the product</del> deliverable will be due to Kannur Airport if already paid by the Kannur</p>	<p>Defects in the Warranty period shall be resolved as per the scope of the functionality agreed in the contract. Additional functional features if any required shall be treated as a change request.</p>
27	2.28	Liability	<p>2.28. Liability Clause  A. Any fine imposed by agencies including legal agencies against the contractor's personnel directly or indirectly involved in the implementation and O&amp;M support, should be fully borne by the contractor.  B. If a third-party claim that deliverables the contractor provided to Kannur Airport infringe that third party's copy right or intellectual proprietary, the contractor should be responsible to defend Kannur Airport against that claim at its expense and pay all costs, damages, court charges etc. that a court finally awards or the amount included in a settlement of the claim, as applicable.  C. In the event that Bidder is delayed or prevented from performing its obligations due to failure by the Kannur Airport or its employees or agents or delay on the part of or on behalf of Kannur Airport, then Bidder shall be allowed an additional period of time to perform its obligations and unless otherwise agreed the additional period shall be equal to the amount of time for which Bidder is delayed or prevented from performing its due to such failure or delay on the part of or on behalf of the Kannur Airport.</p>	<p>A. Any fine imposed by agencies including legal agencies against the contractor's personnel directly or indirectly involved in the implementation and O&amp;M support, should be fully borne by the contractor.  B. If a third-party claim that deliverables the contractor provided to Kannur Airport infringe that third party's copy right or intellectual proprietary, the contractor should be responsible to defend Kannur Airport against that claim at its expense and pay all costs, damages, court charges etc. that a court finally awards or the amount included in a settlement of the claim, as applicable.  <b>Notwithstanding the above, the Contractor shall not be liable for any indirect, punitive, consequential or incidental loss, damage, claims, liabilities, charges, costs, expense or injury (including, without limitation, loss of use, data, revenue, profits, business and for any claims of any third party claiming through the Contractor) that may arise out of or be a result of this Agreement. In addition, the financial liabilities of the Contractor arising out of this claim or any other claims as mutually agreed upon or otherwise under this Agreement, irrespective of the form of claim, shall not exceed the fees received by it under this contract during the six months preceding the date of the first claim by the purchaser.</b>  C. In the event that Bidder is delayed or prevented from performing its obligations due to failure by the Kannur Airport or its employees or agents or delay on the part of or on behalf of Kannur Airport, then Bidder shall be allowed an additional period of time to perform its obligations <b>to be mutually determined by the Parties</b> and unless otherwise agreed the additional period shall be equal to the amount of time for which Bidder is delayed or prevented from performing its due to such failure or delay on the part of or on behalf of the Kannur Airport.</p>	<p>As per the RFP</p>

26	2.24	Design, Development, Testing, Implementation and Integration : ii. Penalties (b)	In case, the selected bidder does not supply the ordered items/services for any reason, the bidder will be liable to pay the difference amount to the purchaser, over and above the performance guarantee, which indenter Kannur International Airport Limited must pay to the next or other selected bidder for purpose of the said items	<del>In case, the selected bidder does not supply the ordered items/services for any reason, the bidder will be liable to pay the difference amount to the purchaser, over and above the performance guarantee, which indenter Kannur International Airport Limited must pay to the next or other selected bidder for purpose of the said items</del>	Selected bidder shall deliver the services detailed in the RFP and as agreed in the contract.
27	2.31	Contract Termination	The Kannur Airport may, for its convenience and with 30 days prior written notice to the Contractor, terminate this contract in whole or in part and without payment of any penalty or incurring any further obligation to the Contractor. The Contractor shall be entitled to compensation upon submission of invoices and proof of claim for supplies and services provided in compliance with this contract up to and including the date of termination	<del>The Kannur Airport</del> <b>The either party</b> may, for its convenience and with <del>30</del> <b>90</b> 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. <b>along with the mentioned In the event of termination by Kannur International Airport, the Contractor shall be paid for the:</b> 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.	In the event of Force Majeure situation, the contractor is entitled to receive the payment from Kannur airport, pertaining to: 1. Services received and accepted 2. Works in progress, where Kannur airport is notified during the work initiation along with its delivery plan 3. Third party orders which cannot be cancelled and this should be justified with necessary purchase orders and /or contract copies.
29	3	Scope of Work (III)	Kannur Airport may at its own discretion opt to purchase the Airport Operational Database (AODB) and Resource Management System (RMS) licenses directly from the OEM. In the event of a decision to allow the Contractor to purchase the licenses, the Contractor shall, at its own cost, shall transfer the licenses to Kannur Airport during the termination or expiry of the O&M contract	<del>Kannur Airport may at its own discretion opt to purchase the Airport Operational Database (AODB) and Resource Management System (RMS) licenses directly from the OEM. In the event of a decision to allow the Contractor to purchase the licenses, the Contractor shall, at its own cost, shall transfer the licenses to Kannur Airport during the termination or expiry of the O&amp;M contract</del>	Software and the services to be provided on subscription basis
30	3	Scope of Work (VIII)	Requirements defined here are conceptual, but not exhaustive. However, within the framework set herein there can be variations, depending upon the system study by the Contractor and his interaction with the users, after which development and customization would be carried out	Requirements defined here are conceptual, <del>but not exhaustive</del> . However, within the framework set herein there can be variations, depending upon the system study by the Contractor and his interaction with the users, after which development and customization would be carried out. The final scope will be on <del>the basis of agreed document only</del>	This was agreed in Corrigendum 3
66	Annexure-2	Unconditional acceptance letter	2. I/We hereby unconditionally accepts the general tender conditions of KANNUR INTERNATIONAL AIRPORT LIMITED's tender documents in its entirety for the above works and in case we have put forth any conditions same may be treated as withdrawn. 3. I/we hereby accepts that all the technical specifications as brought out in the tender are acceptable and where ever, it is not meeting the listed technical specifications in the RFP, a deviation has been indicated in the Technical Specification Compliance Sheet (Annexure 3), without affecting the intended purpose or the overall software functionality. I/We hereby fully understand and accept, that if such deviation is not acceptable to KANNUR AIRPORT, the tender submitted by us is liable to be rejected, without any further notice/clarification.	2. I/We hereby <del>unconditionally</del> accepts the general tender conditions of KANNUR INTERNATIONAL AIRPORT LIMITED's tender documents <del>in its entirety</del> for the above works <b>which will be at all times subject to our Bidder's Proposal and mutually agreed terms and conditions.</b> <del>and in case we have put forth any conditions same may be treated as withdrawn.</del> 3. I/we hereby accepts that all the technical specifications as brought out in the tender are acceptable and where ever, it is not meeting the listed technical specifications in the RFP, a deviation has been indicated in the Technical Specification Compliance Sheet (Annexure 3), <del>without affecting the intended purpose or the overall software functionality.</del> <b>which will be suitably and reasonably considered by Kannur International Airport.</b> <del>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.</del>	This clause was revised in Corrigendum 3
	Form3	Format for Performance Bank Gaurantee	As per RFP	<del>Form to be deleted</del>	Performance guarantee is a must and can not be deleted
				Savings Clause - Bidder's failure to perform its contractual responsibilities, to perform the services, or to meet agreed service levels shall be excused if and to the extent Bidder's 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	Agreed

				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.	Agreed
				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	Software and the services to be provided on subscription basis
				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	Please include the dependencies in the proposal to ensure timely facilitation by Kannur airport.
24	2.22	Payment Terms and Schedule		Payment Term for Implementation, license & AMC is not defined, please confirm Bidder can propose suitable payment terms	Payment terms are detailed in Annexure 12 - Form 4
Additional Query				We need more Clarity on the ownership of the assets & how we will treat the same after completion of the project.	Software and the services to be provided on subscription basis

