

**KANNUR INTERNATIONAL AIRPORT LTD**

**Tender No: KIAL/IT/NIT/AODB/2021-22**

**CLARIFICATIONS AGAINST THE QUERIES RECEIVED FROM POTENTIAL BIDDERS (AODB)**

**Date: 11 January 2022**

Sr. No	Reference document	Observation	Reasoning	Proposed Amendment/ Query	KIAL's Response
1	SECTION I, Table 2: Schedule Sr. no 12, Pg.5	Last date for Submission of Tender is on 15.01.2022 (up to 17:00 Hrs.)	Kindly accept proposed changes. We are is very keen to participate in the forthcoming tender for the herein-mentioned tender. We are fully aware of the rules and regulations with the official pattern to follow. We further would like to ask 4 (four) weeks of time extension for the tender submission, or extension period at KIAL's discretion, to allow the time needed to collect administrative documents and prepare the offer. We also would like to remind that there is festive seasons of approximately 1 week around from 24-31 Dec leading to lose another time of study. This case is not only our concern in fact shall relate to most tenderers.	Last date for Submission of Tender on 15.02.2022 (up to 17:00 hrs) or a new extended submission deadline at KIAL's discretion	Please refer to Corrigendum-1
2	SECTION I, ELIGIBILITY CRITERIA & SUPPORT DOCUMENTS TO BE SUBMITTED 7.8, pg.13	The Bidder or its Indian subsidiary should be registered with the GST department and carry a valid GSTIN No	Kindly accept proposed changes. Bidding for overseas. Based on the airport business/strategic goals, we request KIAL to consider participation of foreign manufacturers of systems to allow more competitive range of proposals and diversified services. We do gaurantee to open an office or a branch in India if we will be awarded for this contract. we annouce its strong interest in participation in KIAL tender, once again similar to our participation in the previous AODB and RMS tender dated 15-Jan-2020. Local presence in India requirements were waived for the bid submission and participation in the previous RFP for 'AODB, RMS and MSI' dated 15-Jan-2020. We kindly request KIAL to apply the same for the herein-mentioned tender and to enforce only successful bidder to have an eligible business license in India.	The Bidder or its Indian subsidiary should be registered with the GST department and carry a valid GSTIN No. <b>In case of not having a registered GSTIN no, bidder wish to do business with KIAL should gaurantee their interest in opening a branch or office in India. Bidders shall have valid statutory registrations for providing the services and are eligible to participate in the bidding process.</b>	Only In the case of Bidder being an OEM, they shall submit an undertaking stating that they will be ready to open an office appoint a partner india in six months' time starting from bid submission date.
3	SECTION I, ELIGIBILITY CRITERIA & SUPPORT DOCUMENTS TO BE SUBMITTED 7.9, p.13	The bidder or its Indian subsidiary Should have valid PAN issued by Income Tax Authority	Kindly accept proposed changes. Bidding for overseas. Based on the airport business/strategic goals, we request KIAL to consider participation of foreign manufacturers of systems to allow more competitive range of proposals and diversified services. We do gaurantee to open an office or a branch in India if we will be awarded for this contract. we annouce its strong interest in participation in KIAL tender, once again similar to our participation in the previous AODB and RMS tender dated 15-Jan-2020. Local presence in India requirements were waived for the bid submission and participation in the previous RFP for 'AODB, RMS and MSI' dated 15-Jan-2020. We kindly request KIAL to apply the same for the herein-mentioned tender and to enforce only successful bidder to have an eligible business license in India.	The bidder or its Indian subsidiary Should have valid PAN issued by Income Tax Authority. <b>In case of not having a PAN issued by Indian Income Tax Authority, bidder wish to do business with KIAL should gaurantee opening a branch or office in India. Bidders have valid Incorporation Documents (Bidders to submit the supporting documents for TAX details such as Registration Certificate, Registered Address, Tax Registration Details, etc)</b>	Please refer to Answer to Query No 2.
4	11.III. BID EVALUATION, pf. 19-20	QCBS Evaluation: The selection of agency will be evaluated as per the combined quality cum cost-based system:	Please eloborate. It is clear that during the tender opening one represantative from each bidder can remain present during the tender process. Will resrepresentative remain present during the combined technical and financial evaluation?	Can you please confirm evaluation of both technical and financial package opening will be online for all bidders similar to Selection of Agency for AODB, RMS and MSI for KIAL tender back in 15-Jan-2020?	It will be online.
5	27. SUPPORT TEAM, pg 45	The agency shall provide a support team either at Kannur Airport or bidder's premise	Unclear statement.	Can you please confirm that on-site support is not mandatory?	Yes. Online Support is not mandatory.

6	31.1 IMPLEMENTATION CHARGES , pg 58	Payment % of the Implementation Charges	Unclear statement.	Please confirm if this table is indicative of a payment schedule or invoice schedule? What will be the payment due of invoices?	It is invoice schedule. Payment will be normally released within 30 days of invoice submission date provided all necessary service has been delivered successfully during that period.
7	License Ownership			The bidder shall procure the licenses for all the components proposed as part of the solution, in the name of Kannur International Airport Ltd.  Does it mean Kannur Airport will own the supplementary/3rd party licensing but Bidder will provide the subscription/support/maintenance for the same?	It is assumed that the subscription license will be in the name of Kannur International Airport
8	Warranty			Post implementation warranty expectations for 6 months  Please confirm this is applicable for the AODB software only.	It will be for total solution.
9	Technical Manpower			The bidder should have at least 100 technical manpower on its payrolls as on the date of bid submission. An undertaking/self-declaration by HR/CA/Auditor/Authorized signatory to be submitted in this regard.  It is understood that the person(s) signing this content does not necessarily have to be an Authroized Signatory, but an HR/CA/Auditor responsible within the Bidder's company. Please confirm.	It can be a senior officer from HR Function, or a Chartered Accountant or any other Authroised Signatory of the organisation.
10	Solution Architecture			Please detail out the separation between production and testing environment. If the Bidder should propose the same solution architecture, please share guidance and evaluation criteria if any.	Bidder may propose.
11	Remote Support			Please confirm the Bidder is free to house the remote service body anywhere, globally. I.e. the Bidder's premise which may not be in India.	Yes. However, SLA timings should be followed.
12	PoA			Please confirm the stamp paper which will be used for Power of Attorney purposes could be that of a different country's, since for foreign bidders the Authorized person(s) are subject to such local regulations as citizen(s).	Yes. But document should be duly apostalised by a notary.
13	Scope Responsibilities			Please confirm that while the RfP KIAL/IT/NIT/AODB/2021-22 will set the basis for negotiations, the Bidder may point out assumptions and/or exclusions if any without being subject to penatly for evaluation.	Bidder may propose during technical presentation
14	PoA			Please confirm the use of stamp papers is not mandatory for foreign bidders since such requirements are not applicable in the country of our company's establishment.	The document submitted in equivalence should be duly apostalised by a notary.
15	Criteria			Is it mandatory to provide the financials of the parent company, even if, as a sole bidder the group company is more than capable meeting the criteria?	If the bidder group company meets the qualifying criteria, it is not mandatory to submit the parent company's documents
16	30.1.5.2. APPLICATION AVAILABILITY (APPLICABLE ON QUARTERLY BASIS)			What is proposed mechanism to calculate 'application downtime'? Will we get this from the ticketing tool based on the information updated by the support engineers for each ticket?	Yes. It will be based on the ticketing tool and as per SLA clauses.

17	30.1.5.3. SECURITY & INCIDENT MANAGEMENT SLA			As per our understanding, the requirement is to demonstrate AGENCY's ability to monitor the network for (1)Malware Attack, (2) Denial of Service Attack, (3) Security and (4) Intrusion. How does the AGENCY demonstrate its ability to monitor these four parameter? Is there any expectation of certain reports as evidence of 'ability to monitor'	Bidder may conduct necessary security audit of the system. SLA breach will be purely based on the number of occurrences of any of the mentioned incidents.
18	30.1.5.3. SECURITY & INCIDENT MANAGEMENT SLA			Does KIAL currently have a defined 'security and vulnerability policy'? What is the network monitoring tool (for security) approved by KIAL architects? We would need details on KIAL's approved tools and policies for security management in order to identify a tool that is inline with KIAL's strategic direction for security policy and monitoring tool	The goal is to avoid any security incidents. Bidder shall make sure that their software/cloud is resistant to all such attacks.
19	30.1.5.4. RESOLUTION TIME			The requirement is for helpdesk agents to be available physically during PBH. Does it mean that the business hours mentioned in 'Maximum Resolution Time allowed' is measured only during PBH window. i.e. will the SLA clock run during calendar hours, or during PBH hrs	Please refer to Corrigendum-2
20	4.1 - Requirements			Compatibility with Android, IOS, Windows for mobile and tablets are required for all modules. In general what is the extent of operation/functionality expected from the mobile handling of AODB, are supporting modules like FBLB, Gate & Check-In counter application (used by gate/airlines agents) part of scope	Basic view facility of the modules mentioned under scope should be available.
21	4.1 - Requirements			Interactive dashboard required. Reports for all modules should be portable (Excel/PDF/etc). Can KAIL provide the high level details of these Dashboards and reports?	Bidder may propose those dashboards/reports generally used in the industry for monitoring operations and business performance.
22	4.1 - Requirements			SSL certified: We believe SSL certificate will be provided by KIAL? Please confirm	No. Bidder to provide
23	Point 24 - Organization Change Management			Organization change management is best driven by the leaders from within organization. Can KIAL provide details of what is expected from vendors in this regard?	Bidder should do necessary training and handholding to make sure of smooth change management.
24	13.4, 13.4.1			There is no timeline mentioned for this phase both in the section and project plan. If there is a timeline defined, please share else can we suggest timeline for transition/training from our side. Please confirm?	Bidder may propose.
25	Reports/Dashboard			How many standard reports are expected. Can KAIL provide the list of reports expected (initial set)	Please refer to answer to question S No 21
26	Reports/Dashboard			System should also have the capability to download the data which can be uploaded into any BI tool. Is there any specific dataset KIAL is looking to feed the BI systems. Can KIAL provide further details on this like what data and transformation is required?	Bidder should provide necessary reports as per industry practice on operation and business performance.
27	Table, point 21			It would be helpful if KIAL can elaborate on the unstructured data that needs to be managed - Remarks, part of any screens are part of structured data that can be used as example	Data will be provided as per the required template.
28	Point 20 - Migration into AODB			Other than reference or master data what other data points would need to be migrated	All data needed for a functional AODB. Bidder to provide the template.
29	Point 21 - Go Live of the System			What is the expected completion time frame for trainings	Bidder may propose.
30	Point 27 - Support Team			There is no clear mention of management of L1 would be managed by Agency or KIAL	All queries will be forwarded to the support team.

31	Point 29 - Role & Responsibility			KIAL will identify an executive to act as Project coordinator and core team throughout the project. it is assumed that third party integration will be managed by KIAL co-ordinator and he will be responsible for the same of course with the support of vendor. Please confirm.	Yes,
32	The system should offer Import/Export Active Flight schedules from/to various formats and files and it should be possible automate this process within the system.			We understand these can be managed through standard SSIM formats, please confirm	Yes. However, there should not be any hindrance to the process.
33	The solution shall enable schedule data in IATA format to be automatically loaded on daily basis via. Slot management or other external interface. The solution shall provide automated, daily schedule data (SLDT, ELDT and Next Info) data in IATA format.			Does Next Info information also come from SCORE system? What are the mandatory Departure leg fields	We do not have slot management tool and request bidder to follow common industry practice
34	The solution shall enable a user with appropriate access to configure the call sign notifications for role groups.			What is meant by Call sign notification? ( Does it mean Notifications(Alarms) send out to role group on Call sign update)	Yes.
35	Exception handling & Irregular operations – Data Management solution should be capable to handle and assist during exceptional scenarios and irregular operations such as: <ul style="list-style-type: none"> <li>• Return after Airborne/ Quick Return Flights</li> <li>• Return before Airborne/ Return to Ramp flights.</li> <li>• Non-operational/Cancelled flights</li> <li>• Diversions- both incoming and outgoing flights.</li> <li>• Unknown Registrations</li> </ul>			(1) Can you elaborate on Unknown Registration use case? Does it mean a new Registration that's does not exist in master data . (2) What is the procedure for managing Outgoing Diversions? Is it only a remark to be addressed at flight level.	1. Yes 2. Yes
36	The solution could provide an "acknowledge and approve" workflow process for all adhoc flight updates from the slot coordinator.			Does this mean a Slot Change / FPL change needs to be approved by an authorised user before making changes in system? Could you detail a sample workflow process from current system?	We do not have slot management tool and request bidder to follow common industry practice
37	The Data management platform should enable business rules driven automated Management of flight and aircraft movements.			Could you detail one sample use case for business rule driven flight management? Does e.g.: of Automatic calculation of EIBT based on ELDT+EXIT through business rules is right one ?	We do not have slot management tool and request bidder to follow common industry practice
38	User action auditing and built-in reporting functionalities, plus advanced 3rd party reporting facilities			what is meant by 3rd party reporting facilities? Is an In house analytics module expected or integration with 3rd party tools like power BI?	It is integration with any BI tool (if necessary)
39	Automated Data Collection Process from ATC/ATM provider.			Does it mean Integration with ATC systems? Who is ATC system provider ? INDRA/SELEX?	Integration with ATC systems presently available is a must. Our ATC provider is AAI.
40	Time for Completion of work			A detailed project plan would be shared based on our understanding of the scope and proposed milestones shared in the RFP. However we would like to propose best fit alternatives and believe KIAL would be open to duly consider such options	Yes.

41	General			While RFP mentions SLA performance would finally be decided by KIAL, it is assumed such decision would be based on inputs taken from the agency and mutual discussion with KIAL	Yes.
42	Table, point 12			Beyond the standard set of MS application are there any other similar applications envisaged for integration	No.
43	Non-Disclosure Agreement			We would like to propose some edits which would be mutually beneficial. Such changes would be shared in our final response and assume them to be discussed at the time of contract award	Yes. You can do that.
44	9. EARNEST MONEY DEPOSIT (EMD)/Page no. 13		Earnest Money Deposit (EMD) of amount mentioned in Table 2: Schedule have to be submitted through online payment system on or before the date & time as specified in the NIT, exclusive of Bank Charges which shall be paid extra by prospective bidder.	Earnest Money Deposit (EMD) of amount mentioned in Table 2: Schedule have to be submitted through online payment system or Bank Guarantee form on or before the date & time as specified in the NIT, exclusive of Bank Charges/BG charges which shall be paid extra by prospective bidder.	RFP Condition prevails
45	Table 2: Schedule/Page no. 6		Point 19 Performance Guarantee 10% of Contract Value	As per the Office Memorandum No. F.9/4/2020-PPD dated 12th Nov 2020 issued by Government of India Ministry of Finance Department of Expenditure Procurement Policy Division, <u>Point 3 -"the Performance Security has been reduced from existing 5-10% to 3% of the value of the contract for all existing contracts. Point 4-Further, all tenders/ contracts issued/ concluded till 31 .12.2021 should also have the provision of reduced Performance Security."</u>  <b>Therefor we request you to please consider the above clause and reduce the Performance Security from 10% to 3% in tender.</b>  <b>The copy of the above referred Office Memorandum has enclosed for your kind reference.</b>	RFP Condition prevails
46	General		Consortium	Kindly allow the consortium in tender.	The bidder can be a consortium, however the lead bidder should meet all the qualifying criteria.
47	7.ELIGIBILITY CRITERIA & SUPPORT DOCUMENTS TO BE SUBMITTED, Page no. 12		7.1. Constitution of the Firm: The bidder should be an OEM (Original Equipment Manufacturer) of AODB and Aero billing Software System, who are the constituents of a Firm, Company, Association/or Society	As many OEM is not participating directly in tenders, they are proposing & Implementing their solution through their authorised partners, we request to amend this clause as under:  The bidder should be an OEM (Original Equipment Manufacturer) of AODB and Aero billing Software System/ <b>authoried partner of OEM</b> , must enclose attested copies of the constitution of their Firm/Company/Association or Society/ <b>Manufacturer Authorization Form</b> and power of attorney.	An authorised SI/Partner of OEM can participate in the tender. However, a OEM authorisation as per ANNEXURE-IXA should be submitted by the bidder
48	7.ELIGIBILITY CRITERIA & SUPPORT DOCUMENTS TO BE SUBMITTED, Page no. 12		The Bidder should have an average annual turnover of Rs. 100 crore or more during consecutively past three Financial Years 2019-20, 2018-19 and 2017-18  The agency should have positive networth in last three above given financial years.	The Bidder should have an average annual turnover of Rs. <b>70 crore</b> or more during consecutively past three Financial Years 2019-20, 2018-19 and 2017-18  The agency should have positive networth in last three above given financial years.	RFP Condition prevails

49	7.ELIGIBILITY CRITERIA & SUPPORT DOCUMENTS TO BE SUBMITTED, Page no. 12		7.3. The bidder should have experience in supplying and implementing AODB System in at least 3 International Airports preferably in India as on date of submission of Tender in preceding seven years or from the year of inception of agency/firm whichever is later.	<b>We request to amend this clause as under:</b>  The bidder should have experience of <b>Development/implementation, maintenance &amp; support of IT application/ERP projects in Central/State Govt/PSUs</b> as on date of submission of Tender in preceding seven years or from the year of inception of agency/firm whichever is later.	RFP Condition prevails
50	B. TECHNICAL EVALUATION CRITERIA, Page no. 17		Average Annual Turnover in the past 3 (three) financial years INR 100-150 Crores: 5 Marks More than 150 Crores: 10 Marks Audited copy of Profit & Loss Statement, Balance Sheet, clearly specifying turnover, of the bidder for the financial year 2019-20, 2018-19 and 2017-18 to be furnished as proof for the turnover. The bidder should have positive networth in last three above given financial years.	Average Annual Turnover in the past 3 (three) financial years <b>INR 70 Crores: 5 Marks</b> <b>More than 70 Crores: 10 Marks</b> Audited copy of Profit & Loss Statement, Balance Sheet, clearly specifying turnover, of the bidder for the financial year 2019-20, 2018-19 and 2017-18 to be furnished as proof for the turnover. The bidder should have positive networth in last three above given financial years.	RFP Condition prevails
51	B. TECHNICAL EVALUATION CRITERIA, Page no. 17		Experience The bidder should have experience in supplying AODB Software Licenses &/or implementation of the same in at least 3 International Airports as on date of submission of Tender in preceding seven years or from the year of inception of agency/firm whichever is later Three Projects: 10 Marks Five Projects: 20 marks Copy of Work Order and Completion Certificate/relevant document in support of project completion for previous experience cited. In case of ongoing project copy of work order and letter from client certifying the ongoing project. For three work orders 10 marks will be given and after that per work order 5 marks will be given maximum up to 10 marks. Note: Please submit experience document keeping in mind the QCBS Criteria.	Experience The bidder should have experience of <b>Development/implementation, maintenance &amp; support of IT application/ERP projects in Central/State Govt/PSUs</b> as on date of submission of Tender in preceding seven years or from the year of inception of agency/firm whichever is later. <b>Three Projects: 10 Marks</b> <b>Five Projects: 20 marks</b> Copy of Work Order and Completion Certificate/relevant document in support of project completion for previous experience cited. In case of ongoing project copy of work order and letter from client certifying the ongoing project. For three work orders 10 marks will be given and after that per work order 5 marks will be given maximum up to 10 marks. Note: Please submit experience document keeping in mind the QCBS Criteria.	RFP Condition prevails
52	B. TECHNICAL EVALUATION CRITERIA, Page no. 17		The agency has the experience of implementing cloud based AODB system in Airports: 1. Implementation in 1 Airport – 2 marks 2. Implementation in 2 Airports – 3 marks 3. Implementation in more than 2 Airports – 5 marks	The agency has the experience of implementing cloud based <b>IT application/ERP projects for Central/State Govt/PSUs</b> : 1. 1 Project Implementation – 2 marks 2. 2 project Implementation – 3 marks 3. More than 2 projects Implementation – 5 marks	RFP Condition prevails
53	Payment Terms, page no. 58		Note: Payments will be done only on the back-to-back basis on receipt of the related payment/funds from the end client, subject to satisfactory acceptance of the deliverables from the end client as per the submission of the required document.	Please clarify which is the end customer of Kannur International Airport.  As service provider is providing services directly to Kannur International Airport so we request to remove the back to back payment clause from tender.	Please refer to Corrigendum-3. The clause stands corrected.
54	PRICE BID, Page no. 62		Additional	As AODB & Aero Billing Software is COTS product/Licenses software, we request to make provision to quote the License cost and Implementation cost separately in price bid.  Also add the following payment clause in payment terms: <b>License Fees:</b> The 100% payment of Licenses fee will be paid after successful delivery of License.	RFP Condition prevails

55	PRICE BID, Page no. 62		B. CLOUD HOSTING, LICENSE SUBSCRIPTION & MAINTENANCE/AMC CHARGES	Annual technical support/LICENSE SUBSCRIPTION for COTS product is provided by OEM, we request to make provision to quote the Annual technical support/LICENSE SUBSCRIPTION Fee, CLOUD HOSTING and maintenance & support charges separately in price bid.  Also add the following payment clause in payment terms: <b>Annual technical support/LICENSE SUBSCRIPTION:</b> The 100% payment of Annual technical support/LICENSE SUBSCRIPTION will be paid advance on activation of Annual technical support/LICENSE SUBSCRIPTION.	RFP Condition prevails
56	32. TIME FRAME FOR COMPLETION OF WORK, Page no. 57		point 4 Operations & Maintenance/AMC Phase=T1 + 48 Months	as per referred time frame Operations & Maintenance/AMC Phase is for 4 years, however Price bid is asking the Operations & Maintenance charges for 5 years.  Please confirm for correct Operations & Maintenance period.	Please refer to Corrigendum-3. The clause stands corrected.
57	32. TIME FRAME FOR COMPLETION OF WORK, Page no. 57		Point 3 Project Realization Phase Milestone-7:Warranty/Defect Liability/ Stabilization period (6 months)-T1 + 6 Months  Milestone – 8: Operation and Maintenance of the entire solution-T1 = 48 Months	As per our understanding, Operation and Maintenance phase will start after Warranty/Defect Liability/ Stabilization period (6 months).  Please confirm.	Maintenance phase will start along with "Going Live"
58	Clause 4.2 Page 9	<b>Cloud requirement:</b> The bidder/SI shall be responsible for providing secured cloud, sizing, procurement, and installation for the proposed solution modules. The cloud hosting agency must be empanelled by Ministry of Electronics and Information Technology of Govt. of India. Hosted location should be India. Capable of collaboration and public access, module wise on KIAL website: www.kannurairport.aero	Request KIAL management to open up the option and let the bidder to choose appropriate infrastructure, architecture and maintain the SLA	The options for On premise infra or cloud hosted solution to be on the SP	Commercial bid will be based on the cloud hosting environment. However, bidder may give On-Prem as an option.
59	clause 7.1.1 page 12	Constitution of the Firm: The bidder should be an OEM (Original Equipment Manufacturer) of AODB and Aero billing Software System, who are the constituents of a Firm, Company, Association/or Society must enclose attested copies of the constitution of their Firm/Company/Association or Society and power of attorney.	Request KIAL management to allow System Integrators to also front end the bid with OEM authorisation or under Consortium or JV with a OEM.  The prime bidder has to be an Indian entity.  One OEM is allowed to submit bid only one bid i.e. response whether directly or along with a System Integrator / JV / Consortium partner.	The bidder should be an OEM (Original Equipment Manufacturer) of AODB and Aero billing Software System or <b>System Integrator</b> , who are the constituents of a Firm, Company, Association/or Society must enclose attested copies of the constitution of their Firm/Company/Association or Society and power of attorney.	Please refer to Corrigendum-3. The clause stands changed.
60	Clause 7.3. Page 12	The bidder should have experience in supplying and implementing AODB System in at least 3 International Airports preferably in India as on date of submission of Tender in preceding seven years or from the year of inception of agency/firm whichever is later.	Allow OEM solutions successful implementation at 3 International airports.	The OEM solution should have experience in supplying and implementing AODB System in at least 3 International Airports preferably in India as on date of submission of Tender in preceding seven years or from the year of inception of agency/firm whichever is later.	The prime bidder should have the experience of implementing AODB system in 3 airports. In case of SI, the experience can be with a different OEM solution.

61	Clause 7.5. Page 12	The Bidder must be ISO 27001:2013 and ISO 9001:2015 and ISO 20000-1:2018 certified.	Request you to make it either of the three, not all three	The Bidder must be ISO 27001:2013 or ISO 9001:2015 or ISO 20000-1:2018 certified.	Please refer to Corrigendum-3.
62	7 Page 18	The agency has the experience of implementing cloud based AODB system in Airports: 1. Implementation in 1 Airport – 2 marks 2. Implementation in 2 Airports – 3 marks 3. Implementation in more than 2 Airports – 5 marks	Request you to make it whether On Premise or Cloud hosted	Make it either Cloud or On Premise	RFP/Corrigendum Condition prevails
63	Section II – Functional Requirements Data Management Platform (AODB) PAGE 28	Integration shall be in IATA standard AIDX-based format and shall offer off the shelf services to integrate with mission critical systems such as BHS, BRS, VDGS, Billing, Resource Management, ERP, etc..		We cannot find any requirement for a Resource Management System (RMS) related to the AODB. Can you confirm if this is part of the tender or not?	There is no requirement for RMS in this tender.
64	Section II – Functional Requirements Data Management Platform (AODB) Page 29	Data Management platform should have capabilities to capture A-CDM milestones related data and information through integration with different stakeholder systems.		Will A-CDM be implemented at Kannur Airport?  If yes, will KIA provide the PDS (Pre departure Sequencer) or DMAN (Departure manager)	No.
65	Section II – Functional Requirements AERO Billing PAGE 30	Interface Required (Subsystem / Equipment) 1. AFTN		Please confirm which AFTN messages will be required? The standard ones are: Arrival Message, Departure Message, Delay Message, Cancel Message.	Bidder may follow the best industry practice for providing efficient AODB system, and propose accordingly.
66	Section II – Functional Requirements AERO Billing PAGE 30	Interface Required (Subsystem / Equipment) 5. DCS / E-boarding		Can you explain what type of interface is expected between the DCS/E-boarding and the AODB/Billing?	It should be two way interface.
67	Section II – Non-Functional Requirements AERO Billing Page 34	General Requirement No. 12 – The system will provide the ability to integrate with standard Microsoft Office products, including MS Word, MS Excel, MS Access and MS Outlook.		Can you clarify what type of “integration” is expected between the AODB/Billing System and standard Microsoft office Products	The data/reports should be portable to various MS Office products.
68	Clause 2 of Page 2	CORRIGENDUM- 2		With reference to the CORRIGENDUM- 2 published by KIAL on Thu, 03/24/2022 - 17:30 bidder request that the Submission deadline of 22 Jan 2022 be extended till at least 10 Feb 2022 to accommodate KIAL's responses to queries submitted on 10 Jan 2022.	RFP/Corrigendum Condition prevails
69	26.CLOUD HOSTING INFRASTRUCTURE Page 44	The responsibility of hosting of the AODB and Aero Billing system will be that of the agency.  • Agency needs to provide the server configuration, requirement of servers, deployment architecture, backup etc. The overall responsibility of managing the cloud hosting of the solution will lie with the agency.		Many of the technical requirements in the tender may not be cost effectively available through a cloud hosted solution. An on Prem solution may suit KIAL's operational requirements better. Kindly permit the bidders to propose a managed on prem solution as an option.	RFP Condition prevails



70	SECTION-I/ DEFINITIONS Page 7	“Contract / Agreement / Contract Agreement” means the Agreement to be signed between the successful bidder and KIAL, including all attachments, appendices, all documents incorporated by reference thereto together with any subsequent modifications, the TENDER, the bid offer, the acceptance and all related correspondences, clarifications, presentations.		The definition includes a reference of “Agreement to be signed between the successful bidder and KIAL”, bidder request KIAL to kindly share the same so that bidder can review and mention their assumptions/deviations against any unacceptable or partially acceptable terms & conditions.	Agreement will be based on the terms and conditions mentioned in the RFP.
71	12. AGREEMENT Page 21	i) Formal Agreement The successful Bidder shall execute a formal agreement on non-judicial stamp paper of appropriate value with the Kannur International Airport Ltd within the thirty (30) days of award of contract.		The definition includes a reference of “Agreement to be signed between the successful bidder and KIAL”, bidder request KIAL to kindly share the same so that bidder can review and mention their assumptions/deviations against any unacceptable or partially acceptable terms & conditions.	Agreement will be based on the terms and conditions mentioned in the RFP.
72	SECTION-I/ 6.NOTES/ INSTRUCTION TO BIDDERS Page 11	i. Letter of Award: KIAL will issue a Letter of Award (LoA)/Work Order (WO) to the successful bidder in duplicate mentioning in brief rates, terms & conditions. The acceptance and return of one copy of the LoA/WO duly signed will be treated as token of acceptance by the bidder.		Bidder request KIAL to kindly revisit this requirement and revise so that the bidder can sub-contract and assign to its affiliates and group entities.	RFP Condition prevails
73	SECTION-I/ 6.NOTES/ INSTRUCTION TO BIDDERS Page 11	j. Sub-contracting: The bidder shall not subcontract or permit anyone other than its personnel to perform any of the work, service or other performance except Hosting Services required of the bidder under the contract without the prior written consent of KIAL.		Bidder understands that there will not be any new T&Cs, it will be only the T&Cs as agreed under the RFP/Bid Proposal. Please confirm.	RFP Condition prevails
74	I. BID SUBMISSION SECTION-I/ 11. BIDDING PROCESS Page 15	a) Bidders are advised to study the tender Document carefully. Submission of the Bid will be deemed to have been done after careful study and examination of all instructions, terms and requirement specifications in the tender document with full understanding of its implications. Bids not complying with all the given clauses in this tender document are liable to be rejected. Failure to furnish all information required in the tender Document or submission of a bid not substantially responsive to the tender document in all respects will be at the bidder’s risk and may result in the rejection of the bid and the decision of KIAL in this regard will be final, conclusive and binding on the bidder.		The Bidder should be allowed to suggest deviations/assumptions and dependencies and the same can be mutually discussed and agreed in the best interest of both KIAL and the Bidder. Please allow	Bidder may suggest deviations which do not have any impact on the ultimate deliverable and interests of KIAL. However, right to accept or reject the deviation totally lies with KIAL.

75	13. TERMINATION Page 22	13.3 KIAL shall also have, without prejudice to other rights and remedies, the right, in the event of breach by the service provider of any of the terms and conditions of the contract, to terminate the contract forthwith and to get the work done for the un-expired period of the contract, at the risk and cost of the service provider and /or forfeit the Performance guarantee or any part thereof for the sum or sums due for any damages, losses (directly or indirectly), charges, expenses or costs that may be suffered or incurred by the KIAL due to the service provider's negligence or non-performance of any of the services under the contract.		Any termination should only be upon a material breach. The Bidder/service provider should be given time, at least 30 days to remedy the breach before any termination. There are many rights such as LDs/Penalties/Performance Guarantee etc which are there for Customer in case of breaches by the Service Provided and therefore the part "at the risk and cost of the service provider and /or" should be deleted. Bidder request KIAL to kindly amend accordingly.	Please refer to Corrigendum-3
76	13. TERMINATION Page 22	13.4 Hand-holding and Knowledge Transfer  13.4.3 Knowledge and Data Transfer is an integral part of the scope of work of the Agency. This will have to be done even in case the Contract is terminated before the planned timelines.  16.9. Conditional tenders shall not be accepted on any ground and shall be rejected straightway.		The hand holding and Knowledge transfer can only be done during the terms of the contract, or if it is to be done after the expiry of the termination it shall be done and the mutually agreed commercials and terms and conditions at that point of time. Further the exit management period should not be more than three months. Please amend the clause and subclauses accordingly.	RFP/Corrigendum Condition prevails
77	13. TERMINATION Page 23	16.1 not substantially responsive to the Tender/Bid Document in all respects will be at the bidder's risk and may result in the rejection of the bid.  16.9. Conditional tenders shall not be accepted on any ground and shall be rejected straightway.		By 'substantially responsive' we understand that there can be a few deviations and assumptions that the bidder can suggest if otherwise it fulfils the minimum criteria as mentioned in 16.11. Please clarify.	All the qualifying criteria mentioned in the RFP/ Corrigendum should be adhered fully by the bidder, without any deviation.
78	13. TERMINATION Page 25	16.21. That party shall at all times keep KIAL indemnified against all claims, demands, suits, losses, damages, costs, charges and expenses whatsoever which party may sustain or incur by reason or in consequence of any injury to any person or to any property resulting directly or indirectly in the carrying on of any business on the said premises or any part thereof.		Bidder request KIAL to kindly modify this requirement. The Bidder can indemnify KIAL if any such issue / fault is not solely attributable to KIAL. Similarly, KIAL should indemnify the bidder from any such repercussions that are not solely not attributable to the bidder. This is good contracting practice globally and may please be considered.	RFP Condition prevails
79	Page 25	17. ARBITRATION		For the purpose of fairness Arbitrator should be appointed as per mutual agreement and it should be a neutral person not related to KIAL or the Bidder. Please amend this clause to accommodate mutually acceptable selection of Arbitrator.	RFP Condition prevails

80	Section II Page 56-57	0.1.5.6.7. MAXIMUM PENALTY TO AGENCY FOR THE SLA The maximum penalty at any point of time on an additive basis in any quarter shall not exceed 20% of Quarterly payments due as per the Commercial Bid submitted by the AGENCY. This is applicable only for the Operation and Maintenance phase. In case the penalty exceeds 20%, KIAL reserves the right to cancel the bid		Bidder understands that the Maximum penalty threshold mentioned in 30.1.5.6.7 is the overall penalty cap including any LD or Penalty under the agreement and for all the phases. Bidder further request that this should not be more than 10%. Please accommodate The term of the contract should only be extended upon mutual agreement of terms and condition when the extension is made. It should not be a unilateral right with KIAL. Please accommodate	RFP Condition prevails
81	APPENDIX-III: TENDER SUBMISSION LETTER Page 62	2. I/we have thoroughly examined and understood instructions to Bidders, terms and conditions of contract given in the invitation to Tender and those contained in the general conditions of contract and its appendices and schedules and agree to abide by them. I/we offer to work at the Costs given in the Price/Financial Bid (Appendix-IV)		Bidder request that the clause should be modified and made subject to and deviations and assumptions, which shall be mutually agreed upon selection of the Bidder	The text stands changed as "2. I/we have thoroughly examined and understood instructions to Bidders, terms and conditions of contract given in the invitation to Tender and those contained in the general conditions of contract and its appendices and schedules and agree to abide by them subject to any deviations and assumptions, which shall be acceptable to KIAL. I/we offer to work at the Costs given in the Price/Financial Bid (Appendix-IV)
82	APPENDIX-VI: FORMAT OF BANK GUARANTEE Page 69	6. This Bank Guarantee will remain operative not only for the entire period of the contract but also for a minimum period of one year even after completion/ termination of the contract or till Company certified that the terms and conditions of the said agreement have been fully & properly carried out by the said Service Provider so as to satisfy the claims of KIAL against the Service Provider if any, for the contract to which the Guarantee relates		An end date of the Guarantee needs to be mentioned clearly for the benefit of the bank, KIAL can instruct the Bidder for an extension of the Guarantee period and the Bidder shall comply with that	BG should be valid for next six months even after expiry of the contract.

83	APPENDIX-VII: NON-DISCLOSURE AGREEMENT Page 70, 71	<p>The Parties have established a business relationship and in course of the business relationship, it is anticipated that both the parties may disclose or deliver to either of the Parties certain or some of its trade secrets or confidential or proprietary information, for the purpose of enabling the other party to evaluate the feasibility of such business relationship (hereinafter referred to as “the Purpose”)</p> <p>1. Confidential Information: “Confidential Information” means all information disclosed/ furnished by either of the parties to another Party in connection with the business transacted/to be transacted between the Parties and/or in the course of discussions and negotiations between them in connection with the Purpose. Confidential Information shall include customer data, any copy, abstract, extract, sample, note or module thereof.</p> <p>11. Indemnity: The receiving party should indemnify and keep indemnified, saved,</p>		<p>The definition of Purpose should specifically refer to the Agreement for Supply, Customization, Implementation, Hosting and Maintenance of AIRPORT OPERATIONS DATA BASE (AODB) and Aero Billing System for Kannur International Airport. So that it is clarified that it is not related to any other existing contracts or arrangements. The definition of Confidentiality includes customer data in case this would be personal information then the same shall be governed as per the personal data protection provisions to be agreed between KIAL and the Bidder. Please confirm. Bidder request the deletion of the indemnity provisions from the NDA. Bidder understands that the NDA shall be covered as part of the overall agreement which shall be signed by the Bidder and KIAL. Please confirm if our understanding is correct</p>	Bidder may suggest as deviation.
84	No Clause	Limitation of Liability		<p>Bidder suggest that the following clause to be included:</p> <p>1.1. NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY OR ITS AFFILIATES FOR ANY:</p> <p>1.1.1. LOSS OF ANTICIPATED BUSINESS OPPORTUNITIES, CONTRACTS, REVENUES, PROFITS OR SAVINGS;</p> <p>1.1.2. DAMAGE TO GOODWILL OR REPUTATION; OR</p> <p>1.1.3. INDIRECT, SPECIAL OR CONSEQUENTIAL LOSS OR DAMAGE, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER FOR BREACH OF CONTRACT, IN TORT (INCLUDING NEGLIGENCE), UNDER STATUTE OR ANY OTHER LAW;</p> <p>1.2. Bidder's LIABILITY TO CUSTOMER AND ITS AFFILIATES WITH RESPECT TO ALL CLAIMS INCLUDING INDEMNITIES, ARISING OUT OF OR IN CONNECTION WITH ALL SERVICES PROVIDED BY Bidder UNDER THIS AGREEMENT (OR CLAIMS UNDR ANY ANNEXES) IN EACH RELEVANT YEAR, WHETHER FOR BREACH OF CONTRACT, IN TORT (INCLUDING NEGLIGENCE), UNDER STATUTE OR ANY OTHER LAW, IN AGGRIGATE, IS LIMITED TO AN AMOUNT EQUAL TO ALL CHARGES PAID UNDER THIS SERVICE AGREEMENT IN RESPECT OF ALL SERVICES PROVIDED BY Bidder UNDER THIS SERVICE AGREEMENT IN THAT YEAR.</p> <p>20.2. NOTWITHSTANDING ANYTHING ELSE IN THIS SERVICE AGREEMENT, Bidder's LIABILITY WILL BE REDUCED TO THE EXTENT THE LOSS OR DAMAGE IS CAUSED BY THE CUSTOMER OR ITS REPRESENTATIVES.</p>	Bidder may suggest as deviation.

85	No Clause	Data Protection		As there is a lot of data management as part of the RFP there are no provisions related to the Data Protection under various laws including local law and GDPR. Bidder would need to agree to a mandatory data protection annexure clarifying the roles and responsibility of the data owner and data processor. Bidder can share the draft of such annexure with you and can mutually agree on the same once selected as the successful bidder. Please confirm if this is an acceptable suggestion. All Bidders needs to mandatorily comply with data protection provisions	Bidder may suggest as deviation.
86	3 /para 1/About KIAL Page 9	3 /para 1/About KIAL		Request KIAL to please share the expected number of flight arrivals and departures per year as well as for next 5 years	Bidder may use the flight details available in the public domain and make necessary assessment
87	3 /para 1/About KIAL Page 9	3 /para 1/About KIAL		Request KIAL to please share the number of Aircrafts movements per year	Bidder may use the flight details available in the public domain and make necessary assessment
88	4.2 /para 1/Cloud Requirement Page 9	4.2 /para 1/Cloud Requirement		Please confirm if the Cloud hosting service provider can be located in any part of India	Yes
89	4.2 /para 1/Cloud Requirement Page 9	4.2 /para 1/Cloud Requirement		Please advise if WAN network from Cloud to hosting to Kannur airport/office is provided by Customer	Internet Bandwidth at the Airport will be provided by Kannur Airport
90	18 /para 9/ Data Management Platform (AODB) Page 27	18 /para 9/ Data Management Platform (AODB)		Please confirm if KIAL needs an interface to the Kannur Slot Management System	No
91	18 /para 1/ Data Management Platform (AODB) Page 29	18 /para 1/ Data Management Platform (AODB)		Management of resource usage of flights and aircraft. What are these resources mentioned here. Please advise	There is no resource management under this scope.
92	18 /para 2/ Data Management Platform (AODB) Page 29	18 /para 2/ Data Management Platform (AODB)		One-click user actions (resource allocation, data manipulation etc.) on user interface. What are these resources mentioned here. Please advise	There is no resource management under this scope.
93	18 /para 15/ Data Management Platform (AODB) Page 29	18 /para 15/ Data Management Platform (AODB)		Automated Data Collection Process from ATC/ATM provider. What is the source system of ATC/ATM provider. Please advise	AFTN
94	18 para 14 Interface Required Page 30	18 para 14 Interface Required		For Flight information interface to ERP system. Is this unidirectional or bi-directional. And what ERP system is this used for? Please advise	It will be uni-directional. The current ERP system is Tally. However, KIAL is planning to implement a new ERP.
95	18 para 14 Interface Required Page 30	18 para 14 Interface Required		Flight information interface to DCS/E Boarding. What information is needed for this interface from AODB? is this unidirectional or bi-directional. Please advise	Please refer to answer to question S No 66
96	18 para 14 Interface Required Page 30	18 para 14 Interface Required		Flight information interface to CUSS/CUTE system. What information is needed for this interface from AODB? is this unidirectional or bi directional. Please advise	It will be bi-directional.
97	24 para 8 Project Management Guideline Page 43	24 para 8 Project Management Guideline		Tender is for KIAL Airport only and all cost is listed for one airport. What is the requirement about 21 KIAL locations in this tender? Please elaborate.	Please refer to Corrigendum-3

98	31 . Payment Schedule Pge 58	3.1 Implementation charges		Bidder suggest KIAL to kindly accept the below payment milestone: i. 20% on contract signature ii. 20% on submission of solution blueprint (SRS and FRS) Document with Gap assessment of current processes iii. 30% after successful completion of UAT including respective analytic engine and testing & debugging iv. 20% of final go live of modules and v. 10% after completion of warranty period of 6 months	RFP Condition prevails
99	31 . Payment Schedule Pge 58	Note "Payments will be done only on the back-to-back basis on receipt of the related payment/funds from the end client, subject to satisfactory acceptance of the deliverables from the end client as per the submission of the required document."		Kindly delete this note, since KIAL is the end customer and hence no need for this note	Please refer to Corrigendum-3
100	31 . Payment Schedule Pge 59	31.2. CLOUD HOSTING, LICENSE SUBSCRIPTION, OPERATION & MAINTENANCE/		AMC charges will be paid on monthly basis. Kindly accept and confirm	RFP Condition prevails