



# **KANNUR INTERNATIONAL AIRPORT LIMITED**

## **TENDER DOCUMENT**

**SUPPLY, INSTALLATION, TESTING, COMMISSIONING  
AND TRAINING**

**OF**

**CBT SOFTWARE FOR X-RAY SCREENER (XBIS SIMULATOR)**

**AT**

**KANNUR INTERNATIONAL AIRPORT**

**(TENDER No. KIAL/P&S/CBT/04/2021)**

**Kannur International Airport Ltd  
Kannur International Airport P.O  
Mattannur, Kannur (Dt)  
Kerala – 670 708.**

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**SECTION I**  
**NOTICE INVITING TENDER**

## KANNUR INTERNATIONAL AIRPORT LTD.

### NOTICE INVITING TENDER

1. Sealed Tenders are invited from the reputed firms for Supply, Installation, Testing, Commissioning & Training of CBT Software for X-ray Screeners (XBIS Simulator) at Kannur International Airport, Mattannur, Kannur.
2. The tender shall be submitted in the prescribed Form.
3. The Whole Works are required to be completed within **2 (Two) months**. This period shall be reckoned from the date of issue of work order. The entire works has to be completed in accordance with phasing given in the Special Conditions of Contract.
4. Tenderers shall qualify the following criteria. Agencies who meet these qualifying criteria should only submit the bids.
  - a) The bidder should be a reputed Original Software Manufacturer or Authorized Distributor / Dealer / Representative of the manufacturer, who is having authorization certificate from the Original Software manufacturer to participate in the tender at KIAL.

(Documents to be submitted: Company Profile of Bidder & Original Software Manufacturer and Consent certificate from the Original Software Manufacturer to participate in the tender.)

- b) The bidder should have executed at least one similar job (with the same Original Software Manufacturer, if the bidder is an authorised representative of Original Software Manufacturer) in any of the Airports/CISF/Airlines, in single contract valuing not less than Rs.10 Lakhs, during the preceding 5 (Five) years.

(Documents to be submitted: Satisfactory Completion Certificate from the client (Airports/CISF/Airlines) for the Supply & installation of CBT Software (XBIS Simulator) of the same Original Software Manufacturer, in single contract of value not less than Rs.10 lakhs, during the preceding 5 (Five) years.

- c) The bidder should not have been blacklisted either by any of the reputed organizations in India.

(Documents to be submitted: Self declaration by the bidder)

- d) Bidder should have Annual turn over to the tune of Rs.2 Crores during any one of the last 3 (Three) financial years.

(Documents to be submitted: Audited Profit & Loss statement for the last 3 years or certificate from the Auditors regarding Turnover from Sales and Services)

Note: - a. Not more than one tender shall be submitted by a contractor or by firm of contractors.

- b. No two or more concerns in which an individual is interested, as proprietor and or partner shall tender for the execution of the same works. If they do so all such tenders shall be liable to be rejected.
5. The Accepting Authority as mentioned at clause (3(b) of General Conditions of Contract shall be the Accepting Officer hereinafter referred to as such for the purpose of this contract.
  6. Kannur International Airport Ltd reserves the right to change the qualifying criteria at their discretion and to accept or reject any or all tenders without assigning any reason thereof. The tenders not accompanied by EMD shall be summarily rejected.
  7. Tender shall be issued only to those contractors who are found eligible after scrutiny of their applications.
  8. Tender documents consisting of specifications, Schedule(s) of items of the various classes of work to be done, the conditions of contract and other necessary documents will be open for inspection and sold on payment of Rs.2,000/- + 18% GST (Rupees Two Thousand +GST only). Tender document can be downloaded from company's website [www.kannurairport.aero](http://www.kannurairport.aero) between 24 September 2021 to 10 October 2021. Tender without the tender cost or EMD will be summarily rejected.
  9. Submission of a tender by a tenderer implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and of conditions and rates at which stores, tools and plant, etc. will be issued to him by KIAL and local conditions and other factors bearing on the execution of the works.
  10. A tenderer should quote in figures as well as in words rate(s) tendered. The amount for each item should be worked out and the requisite totals given. Special care shall be taken to write in figures as well as in words and the amounts in figures only in such a way that interpolation is not possible. All amounts should be quoted in Indian Rupees only.
  11. All rates shall be quoted on the tender form.
  12. Tenders shall be received by the Accepting Authority upto **16:00 hrs on 11 October 2021** and the technical bid shall be opened on the same day at **16:30hrs.** in the presence of tenderers who may be present.
  13. The tender shall be accompanied by Earnest Money Deposit of **Rs. 1,00,000/- (Rupees One Lakh)** in the form of Demand Draft on any bank in favor of Kannur International Airport Limited, payable at Kannur/Mattannur.
  - 14.1 The tender document shall be submitted in a sealed cover addressed to The Managing Director, Kannur International Airport Ltd., Mattannur, Super scribing name of work, due date & time. The bid prepared by the bidder shall be in two separate sealed covers (Cover-1 and Cover-2) as given below super scribing the name of work, due date & time, address of Accepting Authority and the address of the tenderers.

## **COVER - 1 (TECHNICAL BID)**

Technical bid shall be submitted in **two separate sealed covers** (marked Cover 1.A, Cover 1.B) as given below super scribing the Name of the work - TECHNICAL BID, address of the Accepting Authority and address of the tenderer.

### **Cover 1. A.**

- Tender Fee in the form of Demand Draft
- EMD in the form of Demand Draft
- Unconditional ACCEPTANCE LETTER (as per the specimen shown in the tender document)
- Power of attorney

(Attested copy of Proof should be submitted to ensure that person who is signing the Unconditional Acceptance Letter and Tender document has the power to sign the same/delegate that execution power, as per the company's Article of Association or Board Resolution.

If the execution power is delegated, proof for the same should be given in a stamp paper of value Rs.100, attested by a Notary public.)

**Cover 1. B.** Technical bid, Technical details of quoted CBT software for X-ray Screeners (XBIS Simulator) and Forms with all tender papers duly quoted and signed.

Following documents shall be included in the Technical bid (Cover 1.B)

1. Tender document (except commercial bid) duly filled, signed and sealed in all the pages. The bidder shall sign each page of document as an evidence of conformity to the requirements.
  2. Profile of the Organization and Original Software Manufacturer of each CBT Software quoted.
  3. Detailed technical specifications of the offered CBT software for X-ray Screeners (XBIS Simulator) along with manufacturer's catalogue/product brochure.
  4. Compliance certificate from OEM certifying that the offered Software meets the Tender specifications.
  5. Particulars of after sales support facility and technical recourses available in India/abroad to execute the works/maintenance efficiently in the specified time schedule for the entire software offered.
  6. All Forms duly filled and signed as specified in this document.
- The Technical Bid (cover 1.B) of those tenderers who provide the Tender Fee, EMD and Acceptance letter in Cover 1.A only will be opened.
  - Any false claim will lead to the rejection of tender and forfeiture of EMD at any phase of evaluation.

## **COVER – 2 (COMMERCIAL BID)**

Commercial Bid part shall include the following documents, duly filled, signed and sealed in a Separate cover (the words “COMMERCIAL BID” should be clearly marked on the cover). It should include the following documents.

- Commercial Bid (as per the attached BOQ format) duly filled signed and sealed.

The bidder shall quote the rates in English language and international numerals. The rates shall be written in both figures as well as in words. AMC rates after the 3-year warranty period also should be indicated in the Bid Form. Bidder should also quote the rate for additional user license charge, which will not be considered while calculating the total quoted amount.

The Commercial bids (**Cover 2**) will be opened as decided by the Committee under intimation to the bidders and the rejected tenders will not be opened for further comparisons. KIAL has the right to place order on any firm as they deem fit. It is not binding on them to place order on the lowest quotation.

Both covers (Cover-1 and Cover-2) should be sealed and kept in one big single envelope. The envelope should be addressed to “Managing Director, Kannur International Airport, Kannur International Airport P O, Mattannur, Kannur 670708, Kerala.”. This envelope should be superscribed with “TENDER FOR SUPPLY, INSTALLATION, TESTING, COMMISSIONING AND TRAINING OF CBT SOFTWARE FOR X-RAY SCREENERS (XBIS SIMULATOR) AT KANNUR INTERNATIONAL AIRPORT”. Bidder shall write their name and address on the left bottom side of the cover. The envelope should be sealed and dropped in the tender box, before the mentioned date and time.

15. Notification of Award of contract will be made in writing to the successful Bidder by the Accepting Authority. The contract will normally be awarded to the qualified and responsive Bidder offering and lowest evaluated bid in conformity with the requirements of the specifications and contract documents and the Accepting Authority shall be the sole judge in this regard. The Accepting Authority does not bind himself to accept the lowest or any tender or to give any reason for his decision.

15.1 A responsive bidder is one who submits priced tender and accepts all terms and conditions of the specifications and contract documents without any modifications.

15.2 A modification is one which affects in any way, the quality, quantity and period of completion of the work or which limits in any way the responsibilities or liabilities of the Bidder or any right of KIAL as required in the specifications and contract documents. Any modification in the terms and conditions of the tender which are not acceptable to KIAL shall also be treated as a major modification.

15.3 A tenderer shall submit a responsive bid, failing which his tender will be liable to be rejected.

15.4 The Accepting Authority does not bind himself to accept the lowest or any tender and reserves to himself the right of accepting the whole or any part of the tender and tenderer shall be bound to perform the same at his quoted rate.

16. On acceptance of tender, Earnest Money will be treated as part of the performance security.

17. Upon acceptance of the tender, the successful tenderer shall within 15 days of receipt of intimation of acceptance of the tender, deposit with the KIAL a Performance Guarantee (Performance Security) of 5% of contract sum minus EMD. in the form Bank Guarantee from any Nationalised/Scheduled bank.
18. Kannur International Airport Ltd. will return the earnest money without any interest to the unsuccessful tenderers.
19. Canvassing is strictly prohibited, and the tenders submitted by the tenderers who resort to canvassing will be liable for rejection.
20. The tender for works shall remain open for acceptance for a period of one hundred and twenty (120) days from the date of opening of tenders. If any tenderer withdraws his tender before the said period or makes any modifications in the terms and conditions of the tender which are not acceptable to the company then KIAL shall, without prejudice to any other right or remedy, be at liberty to forfeit the full said earnest money absolutely.
21. On acceptance of the tender, the name of the accredited representative(s) of the contractor who would be responsible for taking instructions from the Chief Security Officer or his authorized representative shall be communicated to Kannur International Airport.
22. A tenderer shall submit the tender which satisfies each and every condition laid down in this notice, failing which, the tender will be liable to be rejected.
23. All statutory levies or charges other than GST applicable to this contract shall be payable by the contractor and KIAL will not entertain any claim whatsoever in this respect.
24. This notice of tender shall form part of the contract document.
25. All the tenderers must indicate the capacity and authority of the individual signing the tender
26. Delivery of Tender: Local tenders can be deposited in the tender box kept for the purpose. All outstation tenders should be sent by Registered/Speed post only. One cover/envelop should contain one tender only, Tenderers must note that each copy of the tender should be a complete document and should preferably be bound as a volume.
27. The tenderers shall quote prices in Indian Rupees Ex- Kannur International Airport destination basis inclusive of all charges other than GST for delivery at site.
28. **Technical Demonstration:** KIAL reserve the right to have the technical evaluation of the offered product before opening the Commercial bid, by the technical committee constituted by KIAL. The bidder should demonstrate the offered CBT software to prove its full compliance with the technical specifications of the Tender, at Kannur Airport. If the technical evaluation is conducted at a place other than Kannur International Airport, all travel and related expenses of the committee for the technical demonstration should be borne by the bidder. The Commercial bid will be considered only for the proposals, which are found eligible and technically acceptable by the committee and approved. Any inspection by KIAL does not relieve the bidder from its agreed contractual obligations.
29. **Technical Presentation:** The bidder has to make a detailed technical presentation in front of technical evaluation committee of KIAL after the technical bid opening. The time allotted



for the presentation is maximum 2 hrs. During technical presentation, the vendor should explain the detailed design and working of the quoted CBT Software with its advantages and limitations. The date and time for technical presentation and demonstration will be intimated later through Email.

30. In case any incorrect information is submitted by tenderer against this tender, the offer shall be summarily rejected. EMD shall be forfeited under this condition.
31. KIAL reserve the right to allow the bidders to revise the submitted Commercial bid after the technical evaluation and before the opening of Commercial bid, if found necessary. This will be the sole discretion of KIAL.
32. Bidders shall conduct a site survey if necessary, at KIAL before the submission of the bids. Based on this, a detailed System/software design customised for KIAL has to be submitted along with technical bid. This should address all the specification and requirements mentioned in this document.

(Sd-)  
Managing Director  
Kannur International Airport

## ACCEPTANCE LETTER

(TO BE SUBMITTED IN COVER NO. 1)  
(Refer Conditions of Notice Inviting Tender)

The Managing Director,  
Kannur International Airport Ltd.,  
Kannur International Airport P.O.-  
Mattannur, Kannur 670708.  
Kerala

Sir,

### ACCEPTANCE OF KIAL'S TENDER CONDITIONS

1. Tender document for Supply, Installation, Testing, Commissioning and Training of CBT Software for X-ray Screeners (XBIS Simulator) at Kannur International Airport, Mattannur, Kannur has been sold to me/us by KIAL, and I/We hereby unconditionally accept the tender condition of KIAL's tender documents in its entirety for the above work.
2. The contents of Notice Inviting Tender of the Tender Documents have been noted wherein it is clarified that the unconditional acceptance of the tender conditions in its entirety is a pre-condition for acceptance of the tender. It is further noted that it is not permissible to put any remarks/conditions (except unconditional rebate on quoted rates if any) in the tender enclosed in "Cover No.2". I/We agree that the tender shall be rejected and KIAL shall without prejudice to any other right or remedy is at liberty to forfeit the earnest money deposit.
3. The required earnest money for this work is enclosed herewith.

Yours faithfully,

Date: \_\_\_\_\_.

(Signature of the tenderer)  
with seal

**KANNUR INTERNATIONAL AIRPORT LTD**

**TENDER FORM**

TENDER FOR SUPPLY, INSTALLATION, TESTING, COMMISSIONING AND TRAINING OF CBT SOFTWARE FOR X-RAY SCREENER (XBIS SIMULATOR) AT KANNUR INTERNATIONAL AIRPORT, MATTANNUR, KANNUR

1. To be submitted by 16:00 hours on 11 October 2021 to The Managing Director, Kannur International Airport Ltd., Kannur Airport P.O. – 670708.
2. The Technical bid shall be opened in presence of tenderers who may be present, at 16:30 hours on 11 October 2021 in the office of Kannur International Airport Ltd.,

Issued by

Managing Director,  
Kannur International Airport Ltd.,  
Kannur Airport P.O.  
Mattannur, Kannur 670 708.

## **TENDER**

To

Kannur International Airport Ltd.

I/We have read and examined the following documents relating to Supply, Installation, Testing, Commissioning and Training of CBT Software for X-ray Screeners (XBIS Simulator) at Kannur International Airport, Mattannur, Kannur

- (a) Notice inviting tender
- (b) General Conditions of Contract and forms of different deeds appended to these conditions.
- (c) Special Conditions of Contract
- (d) Particular specifications/Technical Specifications
- (e) Commercial Bid Format (BOQ).

I/We hereby tender for execution of the works referred to in the aforesaid documents upon the terms & Conditions contained or referred to therein and in accordance in all respects with the specifications and other relevant details at the rates contained in the given format and within the period (s) of completion as stipulated in the tender document.

I/We agree to keep the tender open for acceptance for one hundred twenty (120) days from the due date of submission thereof and not to make any modifications in its terms and conditions, which are not acceptable to KIAL.

A sum of Rs.1,00,000.00 (Rupees One Lakh Only) is hereby forwarded in the form of Demand Draft in favour of KIAL as earnest money. If I/We fail to keep the tender open as aforesaid or make any modifications in the terms and conditions of the tender, which are not acceptable to KIAL, I/We agree that KIAL shall, without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely and I/We shall not be considered as unsuccessful tenderer for the purpose of return of earnest money as provided in the Notice Inviting Tender. Should this tender be accepted, I/We hereby agree to abide by and fulfil all the terms, conditions, and provisions of the aforesaid documents.

If, after the tender is accepted, I/We fail to commence the execution of the Works as provided in the Conditions, I/We agree that KIAL shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely and take suitable actions against me/us as deemed fit under the terms and conditions of the contract.

I/We agree that should KIAL decide to forfeit earnest money as aforesaid, unless a sum equal to the earnest money mentioned above is paid by me/us forthwith, KIAL may at its option recover it out of the deposit and in the event of deficiency, out of any other moneys due to me/us or otherwise.

If the tender is accepted, I/We agree that the earnest money deposited at the time of tender shall be treated as part of Performance Guarantee deposit and the balance Performance Guarantee

deposit shall be paid by me/us or KIAL shall collect the same by deductions from my/our running bill as per condition of contract.

Signature in the Capacity of \_\_\_\_\_

Duly authorized to sign the  
Tender on behalf of the (in block  
Capitals) \_\_\_\_\_

Date \_\_\_\_\_

Postal address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Email address \_\_\_\_\_

Telephone No. \_\_\_\_\_

Website:

Date \_\_\_\_\_

## TENDER SUMMARY

Sl. No.	Description	Applicable to this contract
1.	Name of work	Supply, Installation, Testing, Commissioning & Training of CBT Software for X-ray Screeners (XBIS Simulator) at Kannur International Airport, Mattannur, Kannur.
2.	Time allowed for execution of work and commencement date of contract	2 Months
4.	Accepting Authority	Managing Director, Kannur International Airport
5.	Cost of tender documents	Rs.2,000/-+18% GST
6.	Period of download of tender document	24/09/2021 to 10/10/2021
7.	Last date and time of receipt of tender documents	11/10/2021 up to 16.00 hours
8.	Date and time of opening of Technical Bid	11/10/2021 up to 16.30 hours
9.	Earnest Money Deposit (EMD)	Rs.1,00,000/-
10.	Performance Guarantee deposit	5% of contract value
11.	Authority competent to reduce compensation amount	MD, KIAL
12.	Warranty	36 months

(Signature of Contractor)

Date :

**SECTION II**

**GENERAL CONDITIONS OF CONTRACT**

## SECTION II

### GENERAL CONDITIONS OF CONTRACT

#### INTERPRETATION AND DEFINITIONS

##### **Singular & Plural:**

1. Where the context so requires, words importing the singular only also include the plural and vice-versa.

##### **Headings and Marginal Notes to Conditions:**

2. Headings and marginal notes to these General Conditions shall not be deemed to form part thereof or be taken to consideration in the interpretation or construction thereof or of the contract.

##### **Definitions:**

3. a) Authority “KIAL”/ “Purchaser” shall mean Kannur International Airport Ltd. having its headquarters at Kannur and includes a duly authorised representative of KIAL or any other person empowered in this behalf by KIAL to discharge all or any of its functions.  
b) The “Accepting Authority” shall mean Managing Director, Kannur International Airport Ltd.  
c) The “Contract” shall mean the notice inviting the tender, the tender and acceptance thereof and the formal agreement, executed between KIAL and the Contractor together with the documents referred to therein including these Conditions with appendices and any special Conditions, the specifications, designs, drawings, schedule of quantities with rates and amounts and schedule of rates. All these documents taken together shall be deemed to form one Contract and shall be complementary to one another.  
d) The “Contractor” shall mean the individual or firm or company undertaking the works and shall include legal representative of such individual or persons composing such firm or incorporated company, or successors of such firm or company as the case may be and permitted assigns of such individual or firm or company.  
e) The Contract Sum shall mean the sum for which the tender is accepted.  
f) A “Day” shall mean a day of 24 hours from midnight irrespective of the number of hours worked in that day.  
g) “Excepted Risks” are risk due to riots (otherwise than among Contractor’s employees) and civil commotion (so far as both these are uninsurable), war (whether declared or not), invasion, act of foreign enemies, hostilities, civil war, rebellion, revolution, insurrection, military or usurped power, any acts of Government, damage from aircraft, acts of God, such as earth-quake, lightning



and un-precedented flood and other causes over which the Contractor has no control and accepted as such by the Accepting Authority.

- h) “Schedule” referred to in these conditions shall mean Schedule annexed to the acceptance of the tender
- i) The “Site” shall mean the lands and/or other places on, under, in or through which the work is to be executed under the Contract including any other lands or places which may be allotted by KIAL or used for the purposes of the Contract.
- j) The “Works” shall mean the works to be executed in accordance with the Contract or part(s) thereof as the case may be and shall include all extra or additional, altered or substituted works or temporary and urgent works as required for performance of the Contract.
- k) Sub-Contractor  
The term “Sub-Contractor used herein refers to a party or parties having a direct contract with the Contractor to whom any part of the contract has been sublet by the Contractor with the consent in writing of the Chief Operating Officer.
- l) Drawings  
“Drawings” means the Drawings referred to in the contract and any modification of such drawings approved in writing by the Chief Operating Officer or any other official of Kannur International Airport authorized by him and such other drawings as may from time to time be furnished or approved in writing by the Chief Operating Officer, as well as shop drawings which may have to be prepared by the Contractor and are approved by the Chief Operating Officer.
- m) Contract Price/Amount  
“Contract Price/Amount” means the sum mentioned in the Tender subject to such additions thereto or deductions therefrom as may be under the provisions hereinafter contained.
- n) “Equipment”/ “Product”/ “System”/ “Software” means the entire CBT Software for X-ray Screeners (XBIS Simulator) including all software modules, support-programs/software, image library, tutorials and licenses as per the technical specifications of this tender document.

**SECTION III**

**SPECIAL CONDITIONS OF CONTRACT**

## **SECTION III**

### **SPECIAL CONDITIONS OF CONTRACT (SCC)**

#### **1. GENERAL**

1. The following special conditions shall be read in conjunction with general conditions of contract and amendments/corrections thereto. If there are provisions in this special condition which are at variance with the provisions in the above-mentioned documents, the provisions in these special conditions shall take precedence.
2. For any other item of work, not covered in the above Para, the same shall be done as per the latest relevant BIS codes of practice.

For any other item of work, not covered in the above Para, the same shall be done as per the sound tendering practice as directed/approved by Chief Operating Officer.

#### **2. DETAILS OF TENDER**

The tender specifications consist of the details shown below:-

1. Scope of work
2. Technical Specifications
3. Technical Data to be submitted
4. Bill of Quantities under Section VI.

#### **3. CONTRACT DOCUMENTS**

The Contract document is confidential and must strictly confined to the contractor's own use and for the purpose of the contract.

#### **4. CONTRACTOR'S REPRESENTATIVES, AGENTS AND WORKMEN**

The contractor is required to inform at least seven days in advance before starting of any new item of work.

All software /modules or materials or workmanship, which in the opinion of the Chief Operating Officer is defective or is unsuitable shall be removed immediately from the System within a reasonable time fixed by the Chief Operating Officer failing which, the same shall be removed at the risk and cost of the Contractor. No claim whatever shall be entertained on this account.

#### **5. SCHEDULE OF WORK AND PROGRESS OF REPORTS**

##### **Contractor to submit programme/schedule:**

After the acceptance of Tender, the Contractor shall, within fifteen days, submit to the Chief Operating Officer for his approval, a detailed programme taking into account the total time period stipulated in the contract showing the order, the procedure and method in which he proposes to carry out the works.

He shall furnish the particulars in writing the arrangements for manpower, plant and machinery and all other resources owned and dedicated to this work. Cash flow during the execution of project for procurement of materials and for carrying out the works shall also be furnished.

In support of this programme, the Contractor shall submit a work schedule in the form of a CPM/PERT chart. Kannur Airport shall modify the programme submitted by the Contractor and approval shall be given indicating the major milestones. The programme approved by the Chief Operating Officer shall be final and binding on the Contractor. The approval by the Chief Operating Officer of such programme, or furnishing of such particulars shall not relieve the Contractor of any of his duties or responsibilities under the contract.

During the progress of work, the contractor shall be required to furnish the resource mobilisation plan as required by the Chief Operating Officer to keep the target date of completion.

## **6. PROGRESS REPORTS AND SCHEDULES**

The Contractor shall submit to the Chief Operating Officer by the third day of every month, three copies of a report duly updated along with CPM/PERT in an approved proforma showing the progress made in the works during the previous month.

The Contractor shall also submit by the end of every month their planning schedule for all items of work for the following month in three copies in an approved proforma to the Chief Operating Officer.

## **7. DETAILED WORKING DRAWINGS**

The detailed System Architecture drawings are to be prepared by the contractor as per the specifications and submitted to Chief Operating Officer. Drawings provided by KIAL, if any, shall at all times be properly correlated before execution. In case of any discrepancy, the same should be brought to the notice of Chief Operating Officer immediately. However, the discrepancy in the item given in the Schedule of Quantities appended with the tender drawings relating to the relevant item, the former shall prevail unless and otherwise given in writing by the Chief Operating Officer

## **8. BYE-LAWS**

The contractor shall comply with all bye-laws and regulations of local and statutory authorities having jurisdiction over the works and shall be responsible for obtaining prior approval, if any, and payment of all fees and other charges, giving and receiving of all necessary notices and keeping the Chief Operating Officer informed of the said compliance with the bye-laws, payments made, notices issued and received.

The Contractor shall indemnify KIAL against all claims in respect of royalties, copy right, patent rights, design trade-marks of name or other protected rights in respect of any software, license or materials used for or in connection with the work or temporary works and from and against all claims, demands proceedings, costs, charges and expenses whatsoever in respect of or in relation thereto. The Contractor shall defend all actions arising from such claims and shall himself and every sort that may be legally incurred in respect thereof.

The works shall be carried out as per standards/specifications/guidelines. The contractor shall get the statutory approval if any and safety certificate if required from statutory authorities after the completion of work.

The Contractor shall comply with proper and legal orders and directions of local or public authority or municipality and abide by their rules and regulations and pay all fees and charges which may be liable during the contract period.

## **9. CO-ORDINATION**

The Contractor shall co-operate and co-ordinate with all other agencies working in the same project, compare plans, specifications and the time schedules and so arrange his work so that there will be no interference. The Contractor shall forward to the Chief Operating Officer all correspondence and drawings exchanged. Failure to do so will render the Contractor responsible for subsequent change found necessary and its cost.

However, the Contractor shall arrange necessary facilities to execute the work simultaneously with other agencies. No claim on this account shall be entertained by KIAL.

## **10. TESTS**

The Contractor shall produce samples/demo/screenshots of all the modules/software well in advance so that there is sufficient time for testing of the software/demo/screenshots and clearance of the same. Detailed test plan can be formulated at the time of award of contract.

Unit Testing, Performance Testing, Integration Testing to be carried out by the Contractor and submit the report to KIAL. User Acceptance Test will be carried out by KIAL KIAL will approve the test case for UAT after making the necessary changes in the test cases prepared by Contractor.

All the items/software to be used in and on every part of the works shall be subjected, from time to time, to such tests as the Chief Operating Officer may direct. Such tests shall be performed at the expenses of the Contractor. The samples for tests shall be in all cases selected by the Chief Operating Officer and supplied by the Contractor as part of the contract. If at any time, any item /software so tested, fails to meet the acceptance criteria, the same shall be removed from the project. But in the absence of any specified test/acceptance criteria, the decision of the Chief Operating Officer shall be final and binding as to whether the said items/ software shall be accepted the works, or rejected.

All tools, instruments, software and staff/ operating personnel for the tests shall be provided by the Contractor at his own cost. For any tests as directed by the Chief Operating Officer, that have to be carried out at an outside office, the same should be carried out by the Contractor without any cost including cost of transportation, freight etc.

X-ray images, Basic tutorials on X-ray etc. shall be ported to the test System as well as production System by the Contractor. Parallel testing including data entry for the testing need to be carried out successfully by the vendor and the result should be approved by KIAL before commissioning of the System. The tests conducted by the Kannur Airport will include tests of the suitability of the application provided to functional requirements of KIAL, performance testing etc. The hardware, networking, UPS for the testing environment will be provided by KIAL. Software tools, licenses, subsystem etc. required for the test environment is in the scope of the contractor.

## **11. COMPENSATION FOR DELAY**

If the contractor fails to complete the work and clear the site for any particular phase on or before the stipulated completion time of that respective stage or extended period of completion, he shall, without prejudice to any other right or remedy of KIAL on account of such breach, pay as agreed a compensation of the amount calculated on the basis of General Conditions of Contract.

The Contractor shall maintain in perfect condition all works executed till the completion of the entire works allotted to him. When, phased handing-over is contemplated, the provisions mentioned above will apply to each phase.

## **12. COMPLETION DOCUMENTATION, MANUALS, DRAWINGS etc.**

On completion of works, the contractor shall submit product/software documentation, manuals etc. one set reproducible and one set in software version in compact disc to the Chief Operating Officer before the submission of the final bill. The details of the documents to be submitted are as given below:

- a) Name of work, job number, accepted tender reference, actual date of completion, names of Division/Sub-Division, and name of the firm who executed the work with their signature(s).
- b) XBIS Image library for all modules
- c) Necessary passwords
- d) License documents
- e) Software System Architecture drawings
- f) Configuration document for all the software provided
- g) System flow diagrams
- h) Manuals for user and administrator covering details about how to use the package, how to administer the package, what all the customization or configuration done, the logic employed etc.
- i) Other relevant documents as per this tender

## **13. PERFORMANCE TESTING**

The contractor should conduct performance tests and produce sufficient documentary proof that testing is carried out successfully.

## **14. GUARANTEE**

At the close of work and before issue of final completion certificate by the Chief Operating Officer, the contractor shall furnish a written guarantee indemnify the KIAL against defective software and workmanship for a period of Three years after completion. The Contractor shall hold himself fully responsible for reinstallation or replace the software free of cost to KIAL during the defect liability period as stipulated hereunder:

- a) Any defective software supplied by the Contractor or defective workmanship of the Contractor.
- b) Any software supplied by the principal supplier /owner, which is proved to be damaged or destroyed as a result of defective workmanship by the Contractor.

- c) Any defective software supplied by the principal supplier /owner, which is of having inbuilt bug in it. The liability of testing the 3rd party software and ensure they are as per the requirement and standards before implementation lies with the Contractor.

## **15. PHASING OF WORKS**

The total period for completion of works under this contract is **2 months**. The work has to be carried out in phases as approved by the Chief Operating Officer from time to time so that the total project work can progress smoothly with least obstruction to the operations of the airport and also works of other Contractors/agencies.

## **16. PAYMENT TERMS**

The terms of payment for the price of equipment as stated herein shall be made as follows:-

1. 80% on delivery of all Software at site, successful installation and testing of CBT System at site and acceptance by KIAL.
2. 20% after training of Purchaser's operating and maintenance personnel and commissioning and handing over the CBT System to Purchaser. This includes submission of OEM's Test & General Compliance certificates, Product Manuals & Documentation, maintenance procedures, copy of Application software, licenses, necessary passwords, detailed as-built drawings, etc. as whichever applicable.
3. Annual Maintenance Contract Charges after warranty period: The AMC charges for each year will be paid in equal monthly installments payable after successful completion of the AMC for each month.
4. All the payments are made, after deducting there from the amounts already paid, income tax and other amounts as may be deductible or recoverable in terms of the contract.
5. The amount admissible for interim bills shall be normally paid within a month from the date of receipt of the bill.
6. Pending consideration of extension of date of completion, interim payments shall continue to be made as here in provided.

## **17. WORKS TO BE DONE BY THE CONTRACTOR**

Unless and otherwise mentioned in the tender documents, the following works shall be done by the contractor and therefore their cost shall be deemed to be included in their tendered cost:

1. Supply and Installation of CBT software on all Instructor and Student work-stations etc.
2. Proper System Integration.
3. Testing and commissioning of the completed installation.
4. Installation of required number of x-ray images in all the 20 workstations and Server.
5. Necessary co-ordination with other agencies and KIAL during installation & testing should be done by the contractor.
6. Hand over all documentation, licenses, passwords etc.
7. Training on complete CBT software as per tender specifications
8. All necessary Hardware, Networking, Electric power etc. will be provided by KIAL.

## **18. CONFORMITY TO ACT, RULES AND REGULATIONS**

- 18.1 All works shall be carried out in accordance with the provisions of Statutory Rules & regulations prevailing and amended upto date (date of call of tender unless specified otherwise)
- 18.2 The works shall also conform to relevant Indian standard Codes of Practice (COP) and Bureau of Civil Aviation Security (India) for the type of work involved.
- 18.3 In all works, relevant safety codes of practices shall be followed.

## 19. Quality of materials, codes, items, products, Software

1. The latest version and release of the software should be supplied after thorough quality testing by the contractor.
2. The purchaser or his duly authorized representative shall at all reasonable times have access to the /software being, coded, assembled, customised & shall have the powers at all reasonable time to inspect and examine the logic, packages, software and workmanship of the project/software during its assembly, testing, customisation and installation.
3. The Supplier shall give 15 days written notice of any software being ready for testing. Such tests shall be to the Supplier's account including the expenses by the Inspector. Supplier should arrange all necessary test setup and data for the same

## 20. TESTING

All tests prescribing in these specifications to be done before, during and after installation shall be carried out and the test result shall be submitted to the Chief Operating Officer in prescribed proforma, forming part of the completion Certificate.

## 21. COMMISSIONING ON COMPLETION

**After the work is completed, it shall be ensured that the installation is tested and commissioned. All the necessary licenses, passwords for the application software and complete CBT software (in CD/DVD format), test certificates, product documentation, detailed Operation and Maintenance manual (3 Sets in CD/DVD and Book format), as built drawings of the total installations and other necessary drawings, documentation & technical data for Troubleshooting etc. shall be submitted to the Chief Operating Officer before handing over of the System.**

## 22. COMPLETION PLAN AND COMPLETION CERTIFICATE

For all works completion certificate as given in the pro-forma for test results shall be submitted to the Chief Operating Officer, after completion of work.

## 23. PERFORMANCE WARRANTY

The successful tenderer, hereafter referred to as contractor, shall deposit an amount equal to 5% of the accepted value of work (without limit) as Performance guarantee (Performance Security) in one of the following forms.

- An irrevocable BG bond of any scheduled bank or any nationalized bank in the prescribed form.



**The time limit allowed for submission of the performance guarantee by the contractor shall be 15 days from the letter of acceptance.** Performance security shall be released after satisfactory completion of work without any interest.

- a. All the items of the project shall be guaranteed to be free from defective workmanship; or materials for a period of **36 months** from the date of commissioning and handing over. The Contractor at his own cost shall rectify any defect that may appear during the period.
- b. During this period, the contractor shall without any extra cost, carry out all routine and special maintenance of the work executed by him and attend to any difficulties and defects that may arise in the day to day operation.
- c. The Contractor shall train the KIAL staff during the equipment installation and familiarise them with the operation and maintenance of the installations.

#### **24. IMPORTANT POINTS**

1. The tenderer has to select the packages/software meeting the specifications mentioned in the tender.
2. The contract agreement shall be executed within fifteen days of award of work on a non-judicial stamp paper of value not less than Rs.200/-, and the cost of the stamp paper shall be borne by the contractor.
3. The tender shall be valid for 120 days from the date of opening of the Commercial bid.
4. All materials, tools, software, staff (skilled and semi-skilled) including their housing, sanitation, procurement of food stuff, medical aid etc. are to be arranged by the contractor. Cost of Transportation of staff and materials shall be borne by the contractor.
5. The contractor shall stock the material at the site of work strictly as per the instructions of Chief Operating Officer keeping in view of the operational requirements of KIAL
6. In the event of any dispute of any kind related to the works, decisions of the Accepting Authority shall be final and binding.
7. The contractor shall be responsible for any damage resulting from his negligence to existing facilities/installations and will restore, replace or repair any such damages at his cost to the complete satisfaction of the Chief Operating Officer.
8. All the statements made by the contractor should be true and all documents produced should be true copies of original documents. At any point of time if KIAL finds that any statements or documents made or produced by the contractor is not true or false or manipulated, KIAL reserve the right to penalize the contractor for its damages and all the EMDs Security deposits etc. would be forfeited. At that condition KIAL reserve the right to cancel the contract and to encash the bank guarantees submitted by the contractor. Contractor has to repay all the amounts paid under this or other contracts to him.
9. The airport is fully functional and hence minimum completion time of the System with least disturbance to the existing System shall be ensured during installation of the new

System. Work has to be carried out strictly as per the rules and regulations of the airport without causing inconvenience to the day to day operations.

10. **The tenderer has to return the original tender document duly signed and stamped in all the pages.**
11. Tender with incomplete/ambiguous details are liable to be rejected without seeking any further clarifications.
12. Any variation in terms and conditions from general/special condition for payment, security deposit, etc. are not acceptable to KIAL.
13. KIAL shall not be responsible for any postal delay in respect of receipt of tender document, etc. It is the responsibility of the tenderer to make sure that the tender is received in time.
14. The tender document shall be submitted in a sealed cover addressed to The Managing Director, Kannur International Airport Ltd., Mattannur, Kannur, Super scribing name of work, due date & time.
15. **The tenderers printed terms and conditions shall not be considered for evaluation. Hence, no such documents need to be attached.**
16. Catalogue/brochure/technical information with drawings of all equipment/machinery/item shall also be enclosed along with the Tender.
17. Contractor has to bear all the costs incurred in obtaining approvals if any from the statutory authority for the works. No charges will be reimbursed by KIAL on this account.
18. KIAL is an operational airport. Hence necessary precautions and measures should be taken by the contractor for the implementation of project without affecting airport operations. Since the airport is fully functional, detailed plan, phasing, schedule and implementation of the work should be prepared by the contractor and submitted before commencing the work. Contractor may note that, the working time availability will be only on lean operating time.
19. **The order can be placed as a whole or part thereof. KIAL reserves the right to split and award the work partially.**

## **25. ADDITIONAL CONDITIONS**

### **1. (i). PARTIES:**

The parties to the contract are the Supplier and the purchaser.

### **(ii). AUTHORITY OF PERSON SIGNING THE CONTRACT ON BEHALF OF THE SUPPLIER.**

A person signing the Tender or any other document in respect of the contract on behalf of the Supplier without disclosing his authority to do so shall be deemed to warrant that he has authority to bind the contract. If it is discovered at any time that the person so signing has no authority to do so, the Managing Director, Kannur International Airport Limited, may without prejudice to any other right or remedy of the purchaser, cancel the contract and make or authorize the making of a purchase of the equipment/software at the risk and cost of such person and hold such person liable to the purchaser for all costs and damages arising from the cancellation of the contract including any loss which the purchaser may sustain on account of such purchase.

**(iii) ADDRESS OF THE CONTRACTOR AND NOTICES AND COMMUNICATIONS ON BEHALF OF THE PURCHASER.**

- i . For all purpose of the contract, including arbitration there under, the address of the Supplier mentioned in the tender shall be the address to which all communications addressed to the Supplier shall be sent, unless the Supplier has notified a change by a separate letter containing no other communication and sent by registered post acknowledgement due to the Managing Director, Kannur International Airport Limited. The Supplier shall be solely responsible for the consequence of any omission to notify any change of address in the matter aforesaid.
  
- i i . Any communication or notice on behalf of the purchaser, in relation to the Supplier may be issued to the Supplier by purchaser and all such communications and notices may be served on the Supplier at his notified address either by registered post or under certificate of posting or by ordinary post or by hand delivery at the option of the purchaser.

**2. VARIATION IN PRICES:**

Prices quoted are firm and no escalation due to any reason whatsoever will be acceptable. Variation in taxes would be adjusted as per actual on production of documentary proof.

**3. DEDUCTIONS FROM CONTRACT PRICE:**

All costs, damages or expenses which the Purchaser may have paid, for which under the contract the Supplier is liable, will be claimed by the Purchaser to the Supplier regularly as and when they fall due. Such bills shall be supported by appropriate and certified vouchers or explanations, to enable the Supplier to properly identify such claims. Such claims shall be paid by the Supplier within fifteen days of the receipt of the corresponding bills and if not paid by the Supplier within the said period, the Purchaser may then deduct the amount, from any moneys due or becoming due by him to the Supplier under the contract or may be recovered by actions of law or otherwise, if the Supplier fails to satisfy the Purchaser of such claims.

**4. PATENT RIGHTS AND ROYALTIES:**

Royalties and fees for patents covering software, database, articles, devices, equipment or processes used in the works shall be deemed to have been included in the contract price. The Supplier shall satisfy all demands that may be made or any time for such royalties or fees and he alone shall be liable for any damages or claims for patent infringements and shall keep the

Purchaser indemnified in that regard. The Supplier shall at his own cost and expense, defend all suits or proceedings that may be instituted for alleged infringement of any patents involved in the works and in case of an award of damages, the Supplier shall pay for such award. In the event of any suit or other proceedings instituted against the Purchaser, the same shall be defended at the cost and expenses of the Supplier who shall also satisfy comply any decree, order, order of award made against the Purchaser. But, it shall be understood that no such product, work material or thing has been used by the purchaser for any purpose or any manner other than that for which they have been furnished and installed by the Supplier and specified under these specifications. In the event of any product or material or any part there of furnished by the Supplier is in such suit or proceeding held to constitute infringement, and its use is enjoined, the Supplier shall, at his option and at his own expense, either procure for the Purchaser, the right to continue use of said product, infringing material or modify it, so it becomes non infringing.

## **5. TERMINATION OF CONTRACT AT PURCHASER'S INITIATIVE:**

5.1. The purchaser reserves the right to terminate the contract either in part or in full due to the reasons other than specified herein. The purchaser shall in such an event give 15 days notice in writing to the Supplier of his decision to do so.

5.2. The Supplier upon receipt of such notice shall discontinue the work on the date and to the extent specified in the notice, make all reasonable efforts to obtain cancellation of all orders and contracts to the extent they are related to the work terminated and terms satisfactory to the purchaser, stop all further sub-contracting or purchasing activity related to the work terminated, and assist the purchaser in maintenance, erection, and disposition of the works acquired under the contract by the purchaser.

5.3. In the event of such termination the Supplier shall be paid compensation equitable and reasonable dictated by the circumstances prevalent at the time of termination.

## **6. TRAINING OF PURCHASER'S PERSONNEL:**

6.1. The Supplier shall undertake to train the operating personnel and Maintenance Personnel selected by the Purchaser. The period and nature of the training in individual person shall be agreed upon mutually between Supplier and Purchaser. The operating person/personnel shall be given subject training to enable those personnel to become familiar with the software being supplied by the Supplier.

## **7. GUARANTEE:**

7.1. The Supplier shall warrant that the software will be original and in accordance with the contract documents and be free from defects in material logic, customisation and workmanship for a minimum period of 36 (Thirty Six) calendar months commencing from the date of satisfactory commissioning and handing over of the equipment. The Supplier's liability shall be limited to the fixing of any errors/bugs/defects in the product of his own manufacture or those of his sub-Suppliers, under normal use and arising solely from faulty design materials and/or workmanship provided always that such defective parts are repairable at the site and are not in the meantime essential in the use of the equipment. Such replaced defective parts shall be returned to the Supplier unless otherwise arranged. No repairs or replacements shall normally be carried out by the Purchaser when the equipment is under the supervision of the Supplier's supervisory team. In the event of an emergency where, in the judgment of the Purchaser, delay would

cause serious loss or damage, repairs or adjustments may be made by the Purchaser or a third party chosen by the Purchaser without advance notice to the Supplier and the cost of such work shall be paid by the Supplier or by the surety. In the event such action is taken by the Purchaser, the Supplier will be notified promptly and he shall assist wherever possible in making the necessary corrections. This shall not relieve the Supplier's liability the terms and conditions of the contract.

- 7.2. If it becomes necessary for the Supplier to replace or renew any defective portions of the product/software under the clause, the provisions of this clause shall apply to the portions of the product so replaced or renewed until the expiration of 36 months from the date of such replacement or renewal. If any defects be not remedied within the reasonable time, the Purchaser may proceed to do the work at the Supplier's risk and costs but without prejudice to any others rights which the purchaser may have against the Supplier in respect of such defects.
- 7.3. The repaired or new parts will be furnished free of cost by the Supplier. If any repair is carried out on his behalf at the site, the Supplier shall bear the cost of such repair.
- 7.4. The cost of any special or general overhaul rendered necessary during the maintenance period due to defects in the equipment or defective work carried out by the Supplier shall be borne by the Supplier.
- 7.5. The acceptance of Software by the Purchaser shall in no way relieve the Supplier of his obligation under this clause.
- 7.6. In the case of these defective parts/software which are not repairable at site but are essential for the operation of the Software, the Supplier and the Purchaser shall mutually agree to a programme of replacement or renewal which will minimize interruption to the maximum extent in the operation of the equipment. The cost of transportation of such defective parts from site to the work of the contractor and back shall be borne by the Supplier.
- 7.7. At the end of the Guarantee period the Supplier's liability ceases except for latent defects, provided there is no AMC for the item for further period.

## **8. LONG TERM AVAILABILITY OF SOFTWARE/UPDATES:**

- 8.1. The Supplier shall guarantee the availability of software updates, new releases, patches, spares, new versions to the purchaser for a period of ten years. The Supplier shall guarantee that before going out of production/support of software of the project covered under the contract even after ten year, he shall give the purchaser at least 12 months advance notice so that the latter may order his requirement of changes if he so desires. The same provision will also be applicable to sub-Suppliers.
- 8.2 The Supplier shall provide to the purchaser with details of sub-Suppliers giving full addresses and other particulars etc. The Purchaser so desires, shall have the right to procure the software/packages/tools directly from the sub-Suppliers.

## **9. DEFECT AND JURISDICTION OF CONTRACT:**

- 9.1. The contract shall be considered as having come into force from the date of issue of letter of award of the contract by the purchaser.

9.2. The Law applicable to this contract shall be the law enforced in India. The courts of Kannur shall have exclusive jurisdiction in all matters arising under this contract.

#### **10. INSTRUCTIONS MANUALS:**

- 10.1. The Supplier shall submit Instruction Manuals for all the software covered under the contract within the time agreed upon between the Purchaser and Supplier. The instruction manuals complete in all respects shall be submitted by the Supplier 15 days before first installation of the software. **Instruction Manual shall contain full details of codes logic, operating and administrating procedures, documentation and of all the modules /software testing operation and installation, maintenance procedures of the software/module etc.**
- 10.2. Though after commissioning and initial operation of the software the instruction manual requires any modification/ additions/ changes the modified sheets shall be submitted by, the Supplier to the Purchaser.
- 10.3. The Supplier shall furnish to the Purchaser all the documents related to the licensing of software. This license should be in the name of purchaser (KIAL).

#### **11. DEFENCE OF SUITS:**

If any action in court is brought against the purchaser or an officer or agent of the purchaser for the failure or neglect on the part of the Supplier to perform any acts, matters, covenants or things under the Contract, or for damage or injury caused by the alleged omission or negligence on the part of the Supplier, his agent, representatives or his sub-Suppliers, Workman, suppliers or employees the Supplier shall in all such cases indemnify and keep the purchaser, and the purchaser and/or his representative, harmless from all losses damages expenses or decrees arising of such action.

#### **12. TAXES, PERMITS & LICENSES:**

The Supplier shall be liable to pay all non-Indian taxes, duties, levies, octroi, entry taxes etc lawfully assessed against the purchaser or the Supplier in pursuance of the contract. In addition to the Supplier shall be responsible for payment of all Indian duties, levies and taxes lawfully assessed against the Supplier for his personal income and property only. The purchaser shall have the right to deduct such taxes, duties at source, if liable to do so under any Indian Law.

#### **13. TRANSPORTATION AND INSURANCE:**

Transportation & Insurance charges shall be the responsibility of the Supplier.

14. The conditions mentioned in this tender document, specifications, undertaking from the tenderer, information to the tenderer, Proforma for Bank Guarantee for Performance Contract and Equipment Performance and General Terms and Conditions of purchase order shall form part of this contract agreement.

## **15. WARRANTY AND ANNUAL MAINTENANCE CONTRACT (AMC):**

- 15.1 The Supplier has to quote separately the annual charges for a Comprehensive maintenance contract for a period of 5 years after the warranty period of 3 years. The Annual Maintenance Contract (AMC) charges include all upgrades/spares/software/patches/bug fixes etc. and manhours.
- 15.2 After the expiry of the 5<sup>th</sup> year AMC, KIAL may consider to extend the AMC for a further period of 5 more years, with the same party, at a negotiated AMC cost of not more than 5% annual increase over the AMC cost of the previous year.
- 15.3 Any parts/components/software that may be found defective by the Purchaser due to manufacturing defects, faulty parts components and workmanship, within the warranty/AMC period, should be replaced or repaired immediately in good working condition, free of cost, by the Supplier. All bugs in the software occurring during this period should be rectified by the supplier/contractor. All cost incurred during the warranty/AMC periods like labour, material, transportation, loading, unloading, freight, taxes, including custom duty, levies, octroi, entry taxes etc. should be borne by the supplier
- 15.4 The Supplier should carry out regular (Quarterly) preventive maintenance and testing during both warranty period and AMC Period. Documents such as guarantee card for the above mentioned years, catalogue etc., should be handed over to Purchaser during the time of installation. All efforts should be made by the Supplier to depute his service engineer, in any case, after receiving fault call notice to attend to the System. If the fault could not be rectified by the stipulated time period, necessary standby arrangement should be provided by the supplier. This is applicable for both warranty and AMC period. If any defect is noticed and communicated within warranty period, the same should be rectified, even if the warranty period is over, without additional cost. If the supplier does not perform the duties as per this contract during both warranty and AMC period KIAL reserves the right to charge necessary penalty to the supplier.
- 15.5 If it becomes necessary for the Contractor to replace or renew any defective portion /portions of the software under this clause, the provisions of the clause shall apply to the portion / portions software so replaced or renewed or until the end of the above-mentioned period of 36 months, whichever may be later. If any defect is not remedied within a reasonable time, the User may proceed to do the work at the contractor's risk and cost, but without prejudice to any other rights, which the User may have against the contractor in respect of such defects.
- 15.6 The Contractor shall make replacement/modification at site under warranty clause free of all charges including freight, transportation, lodging, boarding, insurance and other incidental charges.
- 15.7 Any damage, loss or cost either for material or for manhours occurred to the user due to defects in the supplied software would be the responsibility of the contractor during the warranty and AMC period. The contractor should provide compensation to the user for such loss or cost.
- 15.8 Any material, item, software or data which gets defective or corrupted due to the defective software should be replaced with new materials, item and software with equivalent or higher

configuration or with backed up data. Contractor has to ensure that there is no data loss. Re-entry of data is not required. But restore from back up is required.

15.9 If any data needs to be re-entered due to defects in the software or due to inadequate precaution against data loss in the software, the same data should be re-entered by contractor at his own risk and cost, in addition to the rectification in the software.

15.10 The submission of tender and acceptance of the work order invariably binds the tenderer to provide AMC for the software provided. If the tenderer fails to accept the AMC, then the tenderer shall forfeit his right for the refund of Security deposit and any amount payable to the tenderer available with KIAL. KIAL shall have full right to take any remedy including legal remedies for enforcing the terms of this tender for providing AMC for CBT software and/or for seeking compensation from the tenderer for non-provision of AMC. KIAL reserves the right to change the AMC provider during the currency of the AMC, if the service provided is not satisfactory, by issuing a termination notice, 45 days in advance.

15.11 Required software patches should be supplied free of cost and applied free of cost during the warrantee and AMC period as per the new/changes in rules of government or other legal agencies regarding Security and other rules related to improving the functions of the CBT software. All required changes in the developed or customized packages related to this should be carried out without any additional cost.

15.12 AMC and warranty should cover updates, patch upgrades to the software. In case any change in the software is required mandatorily for continuing the existing operations due to statutory/Government regulations the same needs to be carried out by the Contractor at no additional cost. Even if a software version/release change is required for the above mentioned case the same need to carried out by the Contractor.

15.13 During warranty and AMC period any additional product licenses should be provided at the same rates quoted in the tender.

15.14 The problems of the System are classified into 4 categories based on their severity.

- a. Severity 1(Critical) - The problem occurrence is potentially damaging to end user supplied data; gives incorrect results without warning; prevent user from using any functionality that would normally be available and requires immediate action due to unavailability of a work around known to the user- Application Show-stopper.
- b. Severity 2 (High) – The problem occurrence is not potentially damaging to end user supplied data; gives incorrect results but warns user, and does not prevent user from using any functionality that would normally be available; no work around available.
- c. Severity 3(Medium) – The problem occurrence has reasonable, secure ,user friendly and automated work around that is not potentially damaging to end user supplied data; and does not compromise stability or introduce errors in other part of software.
- d. Severity 4 (Low) – The problem has been investigated and classified as a minor enhancement with no business impact – such as when a change is needed in the user manual.

<b>Severity Level</b>	<b>Target Response Time</b>	<b>Target Resolution /Work around Time</b>	<b>Avg.Monthly Adherence Target</b>
1	15 minutes	30 minutes	99%
2	30 minutes	2 working hours	98%



3	1 working hour	4 working hours	90%
4	1 working day	5 working days	80%

The categorization of severity is at KIAL’s discretion. The CBT Software should have 99% availability. The availability is calculated on a monthly basis during both Warranty and AMC period. KIAL shall have the right charge suitable penalty on the Contractor for not meeting 95% uptime, which is calculated on a monthly basis.

**16. SECURITY DEPOSIT:**

10% of the AMC value per year will be retained as Security Deposit during Contract Period and the same will be released after successful and satisfactory completion of each year AMC. This has to be deposited with KIAL before starting the AMC. KIAL reserves the right to withhold this security deposit if the service is not satisfactory as per the contract. This can be paid in the form of bank guarantee. The same will be released after successful and satisfactory completion of the contract period (yearly basis).

**17. STATUTORY REGULATIONS**

The bidder/contractor is required to comply with the provision of all statutory regulations of GoK and GoI.

**Change in installation :** The firm shall not make any change in the original installation or their specifications without prior approval of Chief Operating Officer or his Authorised representative.

**Security regulations :** The contractor’s maintenance staff should abide by all security regulations at the Airport. Formalities for the entry passes for the service personnel should be met by the contractor. All the laws of the land should be abided by the contractor.

**Safety/Cyber Security Requirements:-** The firm has to take care of all the required safety/security procedures relate to the software.

**Log Books & Registers :** Necessary logbooks , Maintenance registers , Snag register etc. are to be properly maintained as per the instruction of of KIAL.

**Service report :** The Quarterly maintenance report of the CBT Software is to be submitted to KIAL.

## **ATTACHMENT**

### **PROFORMA FOR WARRANTY AS TO QUALITY**

Tenderer has to give undertaking regarding warranty as to quality as per the format placed hereunder for Equipment.

"We warranty that everything to be supplied by us here under shall be free from all defects and faults in material, workmanship and manufacture, shall be of the highest grade as regards quality and consistent with the established and generally accepted standards for material of the type ordered, shall be in fully conformity with the specifications, and shall operate properly. We shall be fully responsible for its efficient operation. This warranty shall survive inspection of payment for, and acceptance of the goods, but shall expire (except in respect of complaints of which the Supplier has been notified prior to such date) 36 months after their acceptance by Purchaser in a satisfactory working condition at ultimate destination. The Supplier's obligations under the warranty expressed above shall also include transport charges from site to Supplier's works and back for repair or replacement at site of any part of the equipment which under normal and proper use and maintenance proves defective in design, material or workmanship or fails to conform to the specifications provided that notice of any such defect or failure to conform to the specifications is promptly given by the purchaser to the Supplier".

SECTION IV

**TECHNICAL SPECIFICATIONS**

**TECHNICAL SPECIFICATIONS OF CBT SOFTWARE FOR X-RAY SCREENERs**  
**(XBIS SIMULATOR)**

**1. GENERAL FEATURES:**

It should be a computer-based program specially designed to train the X-ray Screeners at Kannur International Airport Ltd. The program should be focused on making the security personnel efficient to detect and identify the threat objects in the baggage of the Passengers. The System should simulate the environment of security personnel checking the Standalone X-ray Baggage Inspection System (XBIS), Inline Hold Baggage System and Cargo XBIS with the help of X-Ray machines.

**2. ESSENTIAL FEATURES:**

Sl. No.	SPECIFICATIONS
1	The System should consist of 2 parts – Theory and Simulator. It should have a comprehensive and interactive training package for basic X-ray training, Evaluation and recording the performance of the X-RAY screeners. It should have provision for Basic Training, Recurrent Training, Certification Test, Performance Test and Item library of at least 5000 images of a right mix of threat bags, suspicious bags and clear bags. These images should form a part of the Software package offered to KIAL.
2	The System should have the capability to be installed & operate <ul style="list-style-type: none"> <li>a) in a classroom over a dedicated Local Area Network (LAN) consists of 20 trainee workstations and one Server machine.</li> <li>b) over a Wide Area Network (WAN) and at any remote workstation through Internet.</li> </ul> The System should have different user levels viz. screeners/student, instructor/administrator and shall provide all the individual users their own unique and secure logons. The System should be able to support a class of minimum 20 (Twenty) screeners and 1 (one) instructor and should be upgradable in future.
3	The System should be designed to train the security personnel on Smiths Detection and Rapiscan make Standalone X-ray Baggage Inspection System (XBIS), Inline Hold Baggage System and Cargo XBIS in use at Kannur International Airport.
4	The System should provide images of threat and non-threat objects.

5	The System should have an optional feature of ongoing training i.e. the trainee should be able to start from where he had left during previous login.
6	The System should have the certification process to check the ability level of the screener to identify threat images. The certification tests should consist of validated pictures designed for assessing screeners skills.
7	The System should be able to assimilate locally captured real x-ray generated images of baggage being used in training content in both the theory and the simulator version of the System. The system should allow instructors to create their own trainings and tests using these locally capture real x-ray generated images.
8	The System should be able to educate the screener from 0% level to an approved level within 40 teaching hours. It should also have the flexibility for meeting the training requirement of various categories of screeners based on their competence level i.e. from novice to expert.
9	<p>It should have various tests designed to test the detection level of trainees at the start and end of the course.</p> <p>System shall allow trainers to create screening test and training sessions containing one or more bags. Sessions may be divided into those for 'training' and those for 'testing', for teaching and assessment respectively.</p> <p>Each session shall have variety of settings to allow trainers to customize the expected performance of the session. The trainers shall be able to configure settings and pass marks for the trainings and tests according to the varying factors, for example, time allowed for the assessment of a bag, selecting, and even categorizing a threat item.</p> <p>Each session may also be prefixed by a text description offering advice to students and this text shall appear prior to the student running the session.</p> <p>System shall have facility to further organize Sessions into Courses to create the top level of the coursework hierarchy.</p>
10	The System should be able to simulate all the features like zoom, magnification, image enhancement features, black & white view, pseudo colour, organic & inorganic material discrimination and all other aspects of X-Ray screening procedure. The system should allow those features to be activated or deactivated dependent on the requirements of a specific training or test.

11	The System should allow viewing of images from different angles.
12	Instructors should be able to insert and withdraw images to/from libraries with locally captured x-ray content.
13	Instructors should be able to alter the classification of any locally captured item in the database and choose the expected action required by the student.
14	The System should allow the trainer to build the lessons in a progressively difficult manner. The trainer should be able to decide which individual settings, response buttons and images shall be included in a certain lesson.
15	<p><b>Creation of new Bag:</b> The System should have the facility to upload new baggage (Training Bags and Testing Bags) captured locally, by the trainer, Such newly uploaded bag/s shall be used for creating training sessions and test sessions.</p> <p>Training bags shall be used to teach students how to recognise both threats and non- threats within baggage and Testing bags shall be used to test the level of X-ray Baggage Screening knowledge the student has achieved.</p> <p>The System shall provide a pool of pre-uploaded and created x-ray bags which can be used by the instructor for training or testing sessions.</p>
16	System should not allow any unauthorized tampering by incorporating access level restrictions.
17	The System should automatically conduct the training and assessment when initiated by the instructor and keep a separate record of each student. These records should be retrievable and exportable to Microsoft Excel/PDF formats.
18	The System should be able to generate reports in various analytical forms, of all students who have taken the session and their performance results course wise, session wise, group wise, and threat recognition wise etc.
19	The images should be both colored and black & white.
20	The images should include items like bombs, I.EDs, knives, blades, scissors, Grenades, explosives (organic, inorganic), ammunitions, detonators, liquid explosives, torch lighters, lighters etc. and such other items prescribed as prohibited for carry on (cabin/check in) baggage under Indian regulations.
21	The image library should consist of real X-ray scanned bag's images and should support simulation of all features of as mentioned in Sl.No.10 above.

22	The System should display X-Ray images at the same resolution as that of an X-Ray Machine (Smiths Detection and Rapiscan make XBIS).
23	The System should evaluate student according to action taken, marking/location of the position of threat objects and naming of the threat category.  <b>During each bag evaluation, student action taken for the bag shall be recorded.</b> After each bag in a session has been presented to the student a feedback should be presented which contains the action taken by the student and what the correct action should have been. After each session there should be a summary and a total score for the session.
24	<b>Time out period:</b> The System should have provision to programme the time out period) by the administrator/trainer for detection of threat objects, for each bag. The allowed time period and total elapsed time for each bag should be displayed on the screen.
25	The System (both theory and simulator) should be in English language.
26	The System should have the training module enabling data collection and analysis of student results to make decision on the following points:- a. Requirement of further training in various categories of threat objects, establishing norms b. X-Ray interpretation skills. c. Processing time and operational speed. d. Establishing performance standards.
27	As per BCAS Circular 11/2017 all future procurements of X-BIS machine should have dual view image system. The CBT module should also have dual view image system as its feature.
28	All software licenses (inclusive of 20 student workstations and 01 Instructor workstation) provided by the Supplier to KIAL will have <b>unlimited validity</b> and the System upgrades should be provided free of cost as and when the supplier upgrades it and provide training to that effect during Warranty and AMC period. At least 300 images should be added each year to the existing pool of image Database by the supplier during Warranty and AMC period.
29	The training should be adaptive to the users performance and skillset which should be automatically evaluated by the system. The system should then adapt the training sessions to the performance of the trainee to provide more efficient training.

**The bidder should submit a compatibility statement, signed & sealed, along with Technical Bid for each of the above-mentioned essential features, in the same order as above, with respect to the CBT Software offered.**

### 3. TRAINING:

- 3.1 Training should cover Functional Training, Configuration Training and Administration training of all CBT Software modules. Training should be provided by the supplier to 10 instructors for a total period of 3 working days of 8 hours duration each.
- 3.2 Training Material: The Contractor shall be fully responsible to provide Training Material to the Trainees, if possible prior to the commencement of the Training. **The Hard copy of complete training materials should be submitted to KIAL (3 sets).**
- 3.3 Training Group: The no. of Trainees shall be limited to ten in one batch.
- 3.4 The contractor should provide training on preparation of training materials, test sessions (both theory & simulator), System maintenance, Backup procedures, System administration etc. to the technical/ operational staff of KIAL. The training should cover databases used for the software, generation of reports etc.
- 3.5 The user should be trained for the usage of the system
- 3.6 The training will take place on site during the installation phase
- 3.7 The following points also will be dealt during system administrator training
  1. System architecture
  2. Database layout
  3. Communication protocols
  4. Procedures for system monitoring and maintenance
  5. Log monitoring
  6. Error messages and necessary procedures
  7. Data backup procedures
  8. Handling emergency situations
  9. Data retrieval
  10. All subjects in the system manual
- 3.8 The in-depth system administrator training shall be done to allow Kannur Airport to maintain, expand and update the software of the system. It will also include software installation, setting up and operation of the software from a system administrator's point of view.
- 3.9 Practical sessions including hands on training shall be provided to ensure that KIAL Staff would be able to conduct test sessions on basic security training & x-ray screening, preparation of reports, , addition of training materials, test sessions (both theory & simulator) and software modules in the operational characteristics, conditions and configuration of the system.
- 3.10 The system administrators and users should be provided not less than 3 days in depth training on the administration, configuration and the functionality of each module of



CBT Software. The system administrators should be provided in depth training on the administration of CBT Software (for both Student & Instructor versions & all modules). The system administration procedure should be clearly documented and handed over to KIAL. Training should be imparted on how to generate various reports by the Instructor from the system.

- 3.11 The training should also cover entire functional modules of the CBT Software supplied to KIAL. The contractor has to bear all the charges for training. KIAL will provide the rooms for conducting training. All other facilities should be arranged by contractor. Number of batches per functional area varies depending on the number of end users. All users shall be trained as per the training requirement mentioned in the tender.
4. Any new release or updates of the product during the warranty/AMC period should be supplied to Kannur International Airport, free of cost.
5. All licenses shall be in the name of Kannur International Airport Ltd.

## **SECTION - V**

### **FORMS**

**Form – I**

**Details of the Bidder**

*(To be filled and submitted along with the Technical Bid)*

1. Name of the Bidder :
2. Address of the Bidder :
3. Telephone Number :
4. Fax Number :
5. Email :
6. Web-Site :
7. Date of Establishment :
8. Quality Certifications attained  
by the firm :
9. Details of the Contact Person :  
    Name :  
    E-mail :  
    Phone :
10. Address to which work order  
to be placed :

Signature of the Bidder.

Seal of the Bidder

**Form - II**

*(To be filled and submitted along with the Technical Bid)*

**Certificate of undertaking from Original Software Manufacturer (Original Product vendor)**

(This certificate has to be submitted along with the technical bid by all bidders signed by all product vendors)

We M/s ....., the manufacturer/product vendor of ..... product for CBT SOFTWARE FOR X-RAY SCREENERS (XBIS SIMULATOR) here by authorize M/s..... to participate in the tender KIAL/COMMN/ CBT/01/2012 for Supply, Installation, Testing, Commissioning and Training of CBT SOFTWARE FOR X-RAY SCREENERS (XBIS SIMULATOR) for Kannur International Airport Ltd (KIAL). We guarantee that the software supplied are manufactured/developed by us and are free of all defects. Also, We hereby authorize M/s ..... for providing support and service for the supplied software during warranty of 3 year and AMC period for 5 years (after the warranty period of 3 years) as per the terms and conditions specified in the tender document. In case M/s..... is not able to perform their duties including service support during installation, warranty and AMC period, we are ready to extend our direct support to KIAL under the same terms and conditions of this tender document, without any additional expenditure to KIAL.

Name

Name

Designation

Designation

Signature of the Product Vendor

Signature of the bidder

Seal of the Product Vendor.

Seal of the bidder

**FORM – III**

**Particulars of Similar Projects**

*(To be filled and submitted along with the Technical Bid)*

Sl. No.	Name & address of the Client	Project Duration		Value and details of Project
		Start Date	Completion Date	
1				
2				

Note: Provide sufficient evidence such as agreements, work completion certificates to support information provided in the above table.

Signature of the Bidder.

Seal of the Bidder

**FORM – IV**

**Particulars of compatible Hardware configuration**

*(To be filled and submitted along with the Technical Bid)*

**The bidder shall submit the complete Hardware requirements, specifications/configuration of Work-Stations and Server compatible for the installation of offered CBT Software (20 Student & 1 Instructor licenses).**

CPU	
Mother Board, FSB	
Graphics Card	
Memory	
Hard Disk Drive	
Monitor	
Operating System	
Networking Facility	
Preloaded Software, if any.	
Printer	
Any other Hardware/Software to be provided by KIAL:	

Signature of the Bidder.

Seal of the Bidder

**FORM – V**

**Particulars of Make, Model and version of Software**

*(To be filled and submitted along with the Technical Bid)*

<b>Sl. No</b>	<b>Software</b>	<b>Manufacturer, Model, Version no.</b>	<b>Details/Configuration</b>
1	CBT Software For X-Ray Screeners (XBIS Simulator)		

Signature of the Bidder.

Seal of the Bidder

**Form – VI**  
**Particulars of subcontractors**

*(To be filled and submitted along with the Technical Bid. If needed, additional sheets may be attached for this form.)*

1	Name and address of Sub-contractor	
2	Scope of the subcontractor in the particular project	
3	Details of the latest similar work completed with the subcontractor (Estimate amount, scope, location etc should be mentioned)	
4	Payment to the subcontractor have to be made directly by KIAL (with each bill approved by bidder.)	YES/NO

Signature of the Bidder.

Seal of the Bidder

Signature of the Sub-contractor

Seal of the Sub-contractor

## SECTION VI : COMMERCIAL BID

### BILL OF QUANTITY(BOQ) Instructions to bidders for filling up the BOQ

- 1) The Bidders shall make their Quote in the relevant columns of BOQ, supported by complete list of deliverables meeting the standard mentioned in NIT.
- 2) Prices Quoted by the tenderer shall be inclusive of all the duties and charges applicable, except GST. GST should not be included in the quoted rates/amounts.
- 3) Prices should be quoted only in Indian Rupees (INR).
- 4) Price Bid should be submitted on the company's letter head.
- 5) **RATES**
  - (i) Prices quoted by the Tenderer shall remain firm and valid until successful completion of the Contract.
  - (ii) Prices shall be quoted on the basis of cost of items to be supplied at site (Kannur International Airport).
  - (iii) Rate quoted under S No 3 of the BOQ will not be considered for calculating the lowest quoted bid amount.
  - (iv) KANNUR AIRPORT shall be entitled to deduct at source any tax as may be required by the laws in force in India and shall furnish to the contractor a certificate in the prescribed form.



**COMMERCIAL BID  
BILL OF QUANTITY (BOQ)  
Tender No : KIAL/P&S/CBT/04/2021**

Name of the Bidder:  
Address :  
:  
:

Item No.	Item Description	Quantity	Units	Total Amount (excluding GST**)	Total Amount (In words)
1	Supply, Installation, Testing, Commissioning and Training of CBT Software For X-Ray Screeners (Xbis Simulator) on Server and 21 clients (connected through LAN) computers with 36 months warranty period	21	Users		
2	Annual Maintenance Charges (applicable after warranty period)	21	users		
	Total				
3*	<u>Optional:</u> Additional User Charges	1	user		

\*Item No 3 will not be considered while calculating the lowest quoted amount.

\*\*GST will be excluded from the quoted amount and will be paid as per the prevailing govt. rules.

Signature of the Bidder :

Name & Designation of :  
the person signing the bid :

Date:

Seal of the Bidder