

SUBJECT: Tender for Flight Data Monitoring & Analysis (FDMA) Software

Tender No:- AAAL / FLIGHT SAFETY / RFQ / FDMA SOFTWARE Dated 04th July 2024

Last date & time for submission of Tender: 15:00 hrs. on 26th July 2024

Alliance Air Aviation Limited (AAAL) is a 100% subsidiary of AI Assets Holding Ltd., fully owned by the Government of India under administrative control of Ministry of Civil Aviation and currently operates a fleet of ATR 72-600, ATR 42-600 & Dornier 228 type aircraft inducted on lease with the brand "ALLIANCE AIR" and operates domestic flights within India & Jaffna (Srilanka) international sector from Chennai.

AAAL is pleased to invite bids under the TWO BID format for supply, installation and commissioning of Flight data monitoring & analysis software (FDMA) for SSFDR with 3D presentation tool.

OEM or Software providers are invited to submit their best offer as per the documents and the terms & conditioned given below :-

- 1. Annexure 'A' General Terms & Conditions, Eligibility criteria governing this tender.
- 2. Annexure 'B' Product Specifications, Work-Scope & requirement
- 3. Annexure 'C' -Technical bid format. (Part-A)
- 4. Annexure 'D' -Price / Financial Bid format (Part-B)

Tender documents giving the eligibility criteria, detailed specifications of the tendered item & the other terms and conditions are available for down-loading on **Free of Cost** basis from Alliance Air website "www.allianceair.in".

The bidders are required to submit their bids in two **different sealed / closed envelopes**, clearly identifiable, as follows:

Envelope no.	Contents	Marking on the envelope
1	Technical Bid – Response from bidder as per the Work Scope, Product Specifications and Eligibility Criteria in Annexure – B and C (Part-A)	Technical Bid - Tender No: AAAL / FLIGHT SAFETY / RFQ / FDMA SOFTWARE Dated 04 th July 2024
2	Financial Bid – Response from bidder consisting of Annexure – D (Part-B)	Financial Bid – Tender No: AAAL / FLIGHT SAFETY / RFQ / FDMA SOFTWARE Dated 04 th July 2024

The above two envelopes should be further packed in another Master Envelope, addressed to Chief of Flight Safety, Alliance Air and super-scribing the tender reference number: Tender No: AAAL / FLIGHT SAFETY / RFQ / FDMA SOFTWARE Dated 04th July 2024 and submit the same to the following address on or before the closing date and time:

Materials Management Department Alliance Air Aviation Limited Alliance Bhawan, Domestic Terminal-1, IGI Airport, New Delhi-110037

Last date & time for submission of Tender :- 15:00 hrs. on 26 July 2024 Pre-Bid meeting with Demo of software by respective party:- 14:30 hrs. on 12th July 2024 Time for opening of Technical Bids :- 15:30 hrs. on 26 July 2024

The Bidder(s) / Service Provider(s) / Tenderer(s) shall be invited to witness the opening of the Envelope-1, containing the technical Bid. Bidder/Service Provider/ Tenderer who wishes to be present at the time of opening of the Techno- commercial Bid may do so or send his/her/its representative with authorization letter on their company letter head.

Amendments, corrigendum, clarifications if any, and any extensions of the due date of opening of this tender will be hosted only on the web site of Alliance Air (<u>www.allianceair.in</u>) and intimated to the prospective bidders known to AAAL

For any queries / clarifications, Mr. Vikas Sharma, CoFS of Flight Safety Department, AAAL, Tele No: 011/25671574 may be contacted on any working day between 10:30 AM to 16:30 PM.

Annexure-A

Tender No: AAAL / FLIGHT SAFETY / RFQ / FDMA SOFTWARE Dated 04th July 2024

General Terms and Conditions and Eligibility criteria governing this tender:

- 1. 'AAAL' as used in the Tender document means 'Alliance Air Aviation Limited'.
- **2.** The "Tenderer" and/or "Party", as used in the Tender document, shall mean the one who has signed the tender form and submitted the quotation in response to our tender notice.
- **3.** It is further clarified that any individual signing the tender or other documents in connection with the tender must certify whether he signs as:
 - A "Sole Proprietor" of the firm or constituted attorney of such sole proprietor.
 - A partner of the firm if it is a partnership must have authority to refer to arbitration, disputes concerning the business of the partnership either by virtue of the partnership agreement or a power of attorney. In the alternative, the tender should be signed by all the Partners.
 - Constituted attorney of the firm, if it is a Company.
 - Authorized signatory of the firm.
- 4. Tenders should be filled in prescribed forms duly signed, stamped and prices clearly written/ typed both in words and figures without any overwriting. Corrections & overwriting, if any, should be counter signed by the tenderer.
- 5. Tenderers are advised to study the tender document carefully. Submission of tender shall be deemed to have been done after careful study and examination of the tender document with full understanding of its implications.
- 6. Conditional bids would not be accepted, and are liable to be rejected.
- 7. Sealed/Closed Tender documents are to be deposited/delivered in the Tender box earmarked for this purpose in the Materials Management Department, Alliance Air Aviation Limited, Alliance Bhawan, IGI Airport, Terminal-1, New-Delhi-110037.Tender documents sent through Post or Courier will be at the risk of the tenderer and AAAL will not be responsible for any loss or non-receipt of the tender documents. Tenders received after due date/time will not be entertained/considered. If tender closing/opening date is declared a Holiday in AAAL, Delhi Office, the last date of submission/opening of the Bids will automatically stand extended to 15:00 Hrs of the next working day.
- 8. In the event of default in supply, AAAL reserves the right to cancel the order and to claim damages from the successful tenderer, and also reserves the right to award the contract to another vendor at the cost and risk of the successful tenderer.

9. PRE QUALIFYING / ELIGIBILITY CRITERIA:

Bids of the Tenderers, who fulfill the following pre-qualification requirements and **submit documentary proof** thereof along with the technical bid, will only be eligible for further evaluation.

In case any Software company cannot quote directly as a matter of policy, it may authorize only one channel partner to quote on its behalf. Such an authorization would be accepted by AAAL subject to the followings:

9.1 An undertaking by the Software provider to fulfill, either directly or through the channel partner / authorized distributor, all obligations as per the standard company policy and on-site comprehensive warranty during the warranty period.

9.2 If the authorization letter of the Software Company does not include the above undertakings, the offer will be rejected and will not be processed further.

- **10.** The Tenderer must have a Permanent Account Number (PAN). A copy of the PAN is to be submitted along with bid response applicable for Indian Bidders only. A foreign based company must agree to obtain PAN, if it not have same at the time of the bid 30 days of submission.
- **11.** The Tenderer must have a currently valid GST Registration Certificate. A copy of the GST Registration Certificate is to be submitted along with the technical bid. Applicable for Indian Bidders only.
- 12. In case of foreign bidders, it shall be mandatorily for them to submit a valid Tax Residency Certificate (TRC), a duly filled in Form 10F (Format to be provided by AAAL to the agencies at the time of payment) and a No Permanent Establishment in India Certificate (No PE) to enable remittance to the agencies by AAAL.

NOTE: It may be noted that documentary proofs, wherever asked for in this Tender, must be attached by the Tenderer in the Technical Bid failing which the Tenderer's bid is liable to be rejected, however AAAL reserves the right to call for any documents which may require for evaluation.

13. Validity of Rates:

- a. The rates offered/finalized/agreed to by the tenderer shall be exclusive of all Government Taxes/ Levies and shall be for free delivery and installation at AAAL's premises at IGI Airport, Terminal-1, New Delhi 110037.
- b. Quotations should be valid for a minimum period of 120 days from the date of opening of Bid.
- c. The tenderers should commit to pass on the benefit to AAAL of reduction in statutory duties, taxes, etc., by the Government, during the period of validity of the Purchase Order.

14. Payment Terms:

Payment will be made within 30 days from the date of receipt of the invoice and also on receipt of PAN, form 10F, TRC & no PE certificate in case of Foreign Vender Requests, if any, for an earlier payment, or payment against delivery, or advance payment will not be entertained under any circumstances.

15. <u>Penalty Clause:</u>

For any delay in deliveries, for the reasons solely attributable to the Tenderer, the Tenderer will have to pay liquidated damages to AAAL @ 24% per annum for the delayed period on pro-rata basis subject to a maximum of 10% of the contract value. If the delay exceeds two weeks from the scheduled date of delivery, AAAL reserves the right to cancel the entire contract or part thereof. AAAL further reserves the right to cancel the Purchase Order in the event of delayed deliveries, and to issue a fresh Purchase Order on any other source at the risk and cost of the Tenderer who has been awarded the contract.

16. <u>Price Negotiation:</u>

As it is not the general norm for AAAL to carry out price negotiations following evaluation of the Financial bids, the tenderers are advised to submit their best quotes in response to this tender. AAAL, however, reserves the right to carry out negotiations in exceptional cases with the tenderer who has been evaluated by AAAL as having offered the lowest bid in response to the tender.

17. Interpretation:

In the event of any difference in the interpretation of any of the clauses of the Purchase Order/Agreement and/or the tender documents, the clarification given by AAAL competent authority shall be final and binding.

18. <u>Arbitration:</u>

Any dispute arising between the parties in respect of the construction, interpretation, application, meaning, scope, operation or effect of this document or the validity or breach thereof, shall first be settled by mutual consultation. If the dispute remains unresolved after a period of 90 days from the date when the mutual consultation has started, the matter shall be referred for settlement to 'SCOPE FORUM OF CONCILIATION AND ARBITRATION', Govt. of India, and the award made in pursuance thereof shall be binding on the parties.

19. Jurisdiction:

Any dispute whatsoever shall be subject to the jurisdiction of the courts of Delhi only.

- **20.** In case of foreign vendor AAAL will bear only such taxes which are applicable in India, any other taxes shall be borne by the bidder itself.
- 21. In case of foreign vendors, the quantum of Indian taxes shall be assessed by the tax adviser of AAAL and such taxes which AAAL will be required to bear, shall be added to the price quoted by the bidder to determine the total costing to AAAL.
- **22.** Term of the software- 5 Years.
- **23.** Cost of AMC/ warranty/ product support etc. to be provided by the bidder& to be mentioned clearly in the financial Bid offer in case such costs are to be borne by AAAL and these costs shall also be reckoned to determine the L-1 bidder.
- 24. Eligibility criteria Experience/ Certification.
- **25.** Payment terms
- 26. In case of prices quoted in USD, the state bank of India's bankers selling rate (BSR) applicable in New Delhi, India on the date of opening of the financial bid, will be reckoned to convert the prices in INR and for evaluation of the prices so quoted by the bidder in the financial Bid.

<u>Annexure-B</u>

PRODUCT SPECIFICATION & WORK-SCOPE FOR FDMA & 3D SOFTWARE TOOL

- a) Following features are required for FDMA software tool:
 - 1. Good quality & user friendly software for processing & analyzing the downloaded SSFDR raw data of ATR 72-600, ATR 42-600 & Dornier 228 aircraft.
 - 2. Provision to generate Flight Summary Report (Date, GMT, Flight Number Sector, Take-off & Landing Weight, Serial No of SSFDR, Date of Dumping the SSFDR data) are to be reflected in the Flight Summary.
 - 3. Provision to generate Flight Exceedances Report Flight Number & Sector wise.
 - 4. Provision to generate Daily Report.
 - 5. Provision to generate captain wise Flight Exceedances Report.
 - 6. Capable to generate all the technical & operational Parameters in numerical & graphical format as per Service Letter provided by OEM/Manufacturer of aircraft.
 - 7. Provision to generate monthly & quarterly Flight Exceedances Trend report phase wise in both numerical & graphical format.
 - 8. Capable to process 64/128/256/512/1024 ARINC Word as specified in the service letter.
 - 9. FDMA software shall be able to decipher the FDR data from L3 make/Honeywell/universal avionics flight data recorders.
 - 10. FDMA software shall have provision to configure and generate report in the Readout module.
 - 11. FDMA software shall have the provision to amend/add events, limit values and severity levels.
 - 12. FDMA software shall have the provision to assign access rights to various users as desired by the administrator.
 - 13. Onsite training for the airline staff at least 3 days at the initial stage and thereafter refresher training every 2 years shall be conducted by the software vendor.
 - 14. Product support shall be given to the airline at any given time via telephone/ remote access during the entire product life cycle.
 - 15. The FDMA software shall be installed at the airline flight safety office at New Delhi, India in Server Client configuration. The software company shall be ISO certified.
 - 16. The FDMA software should have provision to operate two Client with the same Server.
 - 17. Should be compatible to accept and process wireless data transfer from aircraft interface WEFA (Wireless extension for ACMS).
 - 18. OEM / software provider shall capable to provide FTP server for uploading the SSFDR / SSCVR raw data of ATR 72-600, ATR 42-600 & Dornier 228 aircraft.
 - 19. FDMA software shall have feature to convert downloaded SSCVR raw data into Audio readable format.
 - 20. Software shall capable to process the ATR 72-600, ATR 42-600 & Dornier 228 aircraft downloaded SSFDR data.
 - 21. Software shall capable to interface with other software like FOSS & CMS.
 - 22. Software Demo required before finalization of the tender.

- b) Following features are required for 3D software tool:
 - 1. Animation of cockpit view & different phase of flight.
 - 2. Provision to see attitude of aircraft phase wise & cockpit View in same window.
 - 3. There should be provision to see Altitude, Speed, Engine Parameters, identification of operating Captain on the display.
- c) Following features are required in software for SSCVR data :-
 - 1. Software shall have features to convert the SSCVR raw data into audio form to analyze random & incident SSCVR data channel wise.
 - 2. Software shall capable to generate SSCVR transcript.
 - 3. Software shall capable to co-relate the SSFDR & SSCVR event.

<u>Annexure – C</u>

Technical Bid Format (Part-A)

Tender No: AAAL / FLIGHT SAFETY / RFQ / FDMA SOFTWARE Dated 04th July 2024

Compliance to the below mentioned technical specifications of the product offered and minimum eligibility criteria is Mandatory for the bidders to qualify in the technical evaluation.

S.No.	DESCRIPTION		Compliance by the Bidders (Yes / No)		
	Supply, installation and commissioning of Flight data monitoring & Analysis				
Α	(FDMA) software for SSFDR, SSCVR & 3D presentation tool as per the Product				
	Specifications and work Scope specified in the tender.				
1.	SOFTWARE SERVER for system	1			
2.	CLIENT (For monitoring data at two	02			
	monitor with same server)				
3.	Software Capability	(a). Capable to process 64/128/256/1024 ARINC Word & able to decipher the SSFDR data from L3 Make/ Haniwell / Universal avionics flight data recorders (b).Should be compatible to accept and process wireless data transfer from aircraft interface WEFA (Wireless extension for ACMS)			
4.	Software requirement	 (a) For ATR 72-600, ATR 42-600 & Dornier 228 type aircraft (b) Software shall have features to convert the SSCVR raw data into audio form to analyze random & incident SSCVR data channel wise. (c) 3D shall have capability for animation of cockpit view & different phase of flight. (d) Software shall capable to interface with other software like FOSS & CMS. 			
5.	Software Company	Should be ISO Certified.			
6.	Software Training	Onsite initial training for at least 3 days & thereafter refresher training every after two years for flight safety personnel.			
7.	Product Support	Product support shall be given to the airline at any given time via telephone / remote access during entire product life cycle.			
8.	Software Demo	Software Demo required before finalization of the tender.			

В	Eligibility Qualifications		Bidders
1.	Status of the tenderer	OEM / Channel Partner / Authorized	Response
1.		Distributor /Authorized Dealer	
2.	In case of offer from the Channel partner /	Whether an undertaking by the OEM to	
	Distributor.	fulfil, directly or through the channel partner	
		/ authorized distributor, all obligations as	
		per the tender terms has been submitted.	
		(MUST)	
3.		Whether an undertaking by the OEM that	
		OEM will be able to provide either directly	
		or through its authorized maintenance	
		channel partner / authorized distributor,	
		comprehensive onsite post warranty has	
		been submitted. (MUST)	
4.	i) The Tenderer must have a Permanent	i) A copy of the PAN is to be submitted.	
	Account Number (PAN) in case of	Applicable to Indian Bidders only (MUST)	
	Indian bidder.	ii) The foreign bidders shall be	
	ii) For foreign bidders.	mandatorily required to submit a valid	
		Tax Residency Certificate (TRC), a	
		duly filled in Form 10F (Format to be	
		provided by AAAL to the agencies at	
		the time of payment) and a No	
		Permanent Establishment in India	
		Certificate (No PE) to enable	
		remittance to the agencies by AAAL.	
		It is also desired that the agencies	
		shall obtain a Permanent Account	
		Number (PAN) issued by Income Tax	
		department of India.(MUST)	
5.	The Tenderer must have a currently valid	A copy of the GST Registration Certificate	
	GST Registration Certificate. Applicable to	is to be submitted along with the technical	
6.	Indian Bidders only. Tenderer must have been in the business of	bid. (MUST) Documentary proof for the same must be	
υ.	supply and Installation of software in the	attached in the form of customer Purchase	
	last 3 financial years.	Orders on Tenderer's name.	
		(MUST)	
7.	The OEM should be ISO Certified.	Documentary proof for the same to be	
		attached. (MUST)	

NOTE:

- 1. It may be noted that documentary proofs, wherever asked for in this Tender, must be attached by the Tenderer in the Technical Bid failing which the Tenderer's bid is liable to be rejected, however AAAL reserves the right to call for any documents which may require for evaluation.
- 2. Tenderers are advised to study the tender documents carefully. Submission of tender shall be deemed to have been done after careful study and examination of the tender document with full understanding of its implications, nature and character of the work to be carried out, operating conditions and other pertinent matters which may affect the supplies / contract and / or the cost.

Annexure –D

FINANCIAL BID FORMAT

(ON COMPANY'S LETTER HEAD OF THE PARTY)

Tender No: AASL / FLIGHT SAFETY / RFQ / FDMA SOFTWARE Dated 04th July 2024

We hereby quote our lowest offer for supply, installation, Testing and commissioning of FDMA software with 3 D tool as per the Technical Specification and Work scope specified in the tender at Annexure A, B & C of the tender as under:

<u>S/N</u>	Description	Rate (USD / INR)
1	License Fee for 5 Years	
2	Flight data animation 3D Tool	
3	FTP Server Charges	
4	Product support Charges	
5	Configuration Charges	
6	Any Other charges	

Note:

- 1. Bidders may submit their offer in any other form also detailing each Cost Head.
- 2. Taxes as and if applicable, will be paid extra.

CERTIFICATION

Certified that:

- (a) There are no hidden costs to AAAL over and above that indicated above.
- (b) The benefit of reduction in statutory taxes / levies, if any, arising during the term of the contract, if awarded in our favour, would be passed on to AAAL
- (c) We have read, understood and accept all the terms and conditions of the tender
- (d) The Prices quoted above by us are for equipment and services as quoted and complied by us in our Technical Bid.

AUTHORISED SIGNATORY COMPANY SEAL AND SIGNATURE