**Request for Quotation for goods and services for Air Traffic and Navigation Services**

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| **RFQ REFERENCE NUMBER:** | **ATNS/OT/RFQ ROAST PROJECT /FY22.23 \_ 271022** |
| **CLOSING DATE:** | **23 NOVEMBER 2022** |
| **CLOSING TIME:** | **15h00, CAT** |
| **COMPULSORY BRIEFING SESSION:** | **Date: 04 November 2022**  **Time: 11h00**  **Venue: Microsoft Teams**  **Bidders who are interested to be part of the compulsory briefing session are encouraged to send an e-mail to to CharlesS@atns.co.za to receive the Microsoft Teams Link no later than the 03 November 2022 @ 15h00.** |
| **QUOTATION VALIDITY PERIOD:** | **90 Days** |
| **DESCRIPTION:** | **THE APPOINTMENT OF AN EXPERIENCED SERVICE PROVIDER FOR THE DEVELOPMENT AND PILOTING OF A RUNWAY OCCUPANCY ALERTING SYSTEM (ROAST) USING ARTIFICIAL INTELLIGENCE (AI) AND SPEECH RECOGNITION AT A SIMULATED AND OPERATIONAL ENVIRONMENT .** |
| **RFQ DOCUMENTS MAY BE HAND DELIVERED OR E-MAILED TO:** | **Procurement Officer: Charles Sekgobela**  **ATNS Company Limited,**  **Eastgate Office Park, Block C,**  **South Boulevard Road,**  **Bruma,2298**  **OR**  **Email address: CharlesS@atns.co.za**  **NB:** **Please note our emails can only receive documents that are less 5MB, if documents are more, please send them in separate emails** |
| **REQUIRED RETURNABLE DOCUMENTS** | * **Valid Tax Pin Status** * **Valid BEE Certificate or Sworn Affidavit –Certified** * **Banking Details With a Bank Stamp** * **CSD Report** * **Completed SBD Forms** * **Quotation on The Company Letterhead** * **CK Documents** * **Company audited financial statement** |
| **PLEASE NOTE:**  **ATNS RESERVES THE RIGHT TO APPOINT MORE THAN ONE SERVICE PROVIDERS** | |
| **Procurement Officer:** | **Charles Sekgobela** |
| **Telephone:** | **011 607 1282** |
| **E-mail:** | [**CharlesS@atns.co.za**](mailto:Thabom@atns.co.za) |

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| **The ATNS requests your quotations on the services listed hereunder and/or on the available RFQ forms. Please furnish all information as requested and return your proposal on the date stipulated. Late and incomplete / missing documentations will invalidate the proposal submitted. ATNS is not obliged to accept the lowest or any submission received. ATNS reserves the rights to accept the whole or any portion of a quotation.**  **This RFQ will be evaluated on the basis of the 80:20-point system as stipulated in the ATNS’ Procurement Policies and Procedures.** |

**BIDDING STRUCTURE**

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| --- | --- |
| **Indicate the type of Bidding/Tendering Structure by marking with an ‘X’** | |
| **Individual Bidder** |  |
| **Joint Venture** |  |
| **Consortium** |  |
| **With Sub-Contractors** |  |
| **Other** |  |
| **If Individual:** | |
| **Name of Bidder** |  |
| **Registration Number** |  |
| **VAT Registration Number** |  |
| **Contact Person** |  |
| **Telephone Number** |  |
| **Fax Number** |  |
| **Cell Number(s)** |  |
| **E-mail Address** |  |
| **Postal Address** |  |
| **Physical Address** |  |
| **If Joint Venture or Consortium, indicate the name/s of the partners:** | |
| **Company Name** |  |
| **Registration Number** |  |
| **VAT Registration Number** |  |
| **Contact Person** |  |
| **Telephone Number** |  |
| **E-mail Address** |  |
| **Fax Number** |  |
| **Postal Address** |  |
| **Physical Address** |  |

# PURPOSE OF THE BID

1. ATNS invites experienced and qualified suppliers to submit quotations for the development and piloting of a Runway Occupancy Alerting System (ROAST) using Artificial Intelligence (AI) and speech recognition at a simulated and operational environment.
2. The ROAST system will use speech recognition and machine learning technology that would act as safety barrier to prevent or reduce the severity of Runway Incursions (RIs) if applied correctly by alerting tower controllers of impending conflicts.
3. The purpose of this RFQ is to contract with a suitably qualified supplier with specific product knowledge and the requisite capacity to execute this project within the desired quality, scope, timeframe and cost-effectiveness for ATNS.

**ANNEXURE A: SCOPE OF WORK**

# EXTENT OF WORK

The scope of the project is to develop a ROAST simulated system that uses speech recognition and machine learning to recognise pre-programmed aviation radio telephony phrases related to RWY clearances.

## The scope of this project Is divided into two;

* Development of the ROAST Sytem simulation
* ROAST System Trial/Pilot

**NB: Detailed RFQ Specification will only be shared with prospective bidders who will attend the Compulsory Briefing Session. Bidders will be required to sign a Non-Disclosure Agreement to get the detailed RFQ Specification.**

**The successful bidder will be required to sign the ATNS Intellectual Property (IP) Non-Disclosure Form and the IP generated out of this project will be owned solely by ATNS.**

# DURATION

The project duration is estimated to be completed within the period of six (6) months.

# FORMAL BRIEFING

A compulsory briefing Session will be conducted virtually on Microsoft Teams on the 04 November 2022, at 11h00 for a period of ± 1 hours. Respondents who would have not attended the compulsory briefing session will be automatically disqualified.

# PRICING PROPOSAL

Pricing proposal must be cross-referenced to the sections in the Technical Proposal. Any options offered must be clearly labelled. Separate pricing must be provided for each option offered to ensure that pricing comparisons are clear and unambiguous.

# ENGAGEMENT OF CONSULTANTS

The consultants will only be remunerated at the rates:

1. Determined in the "Guideline for fees", issued by the South African Institute of Chartered Accountants (SAICA); or
2. Set out in the "Guide on Hourly Fee Rates for Consultants", by the Department of Public Service and Administration (DPSA); or
3. Prescribed by the body - regulating the profession of the consultant.

NAME OF THE COMPANY……………………………………………………………………………

DESIGNATION………………………………………………………………………………………………

SIGNATURE……………………………………………………………………………………………..

CSD NUMBER…………………………………………………………………………………………..

# EVALUATION CRITERIA AND METHODOLOGY

# The evaluation of responsive quotations shall be conducted by the ATNS SCM and Engineering Projects following a three-stage process as follows:

**The Evaluation of the RFQ:**

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| --- | --- |
| **Stage 1** | **Pre-qualification Criteria** |
| **Stage 2** | **Technical Functionality Evaluation** |
| **Stage 3** | **Price and BBBEE** |

**STAGE 1: PRE-QUALIFICATION CRITERIA**

# During this stage bids will be evaluated for the stipulated Pre-Qualification Criteria prescribed in Preferential Procurement Regulations. Only bids that meet Preferential Procurement requirements will be considered for further evaluation: In particular,:

# *ATNS shall give preference to local EME or QSE B-BBEE suppliers with B-BBEE contribution level 1 to level 4.*

**STAGE 3: TECHNICAL FUNCTIONALITY EVALUATION**

During this stage Bid response documentation will be evaluated against compliance to the Technical Specifications. The Functionality Evaluation is sub-divided into the following steps:

The bidder is encouraged to note that each requirement contains a certain weight according to its importance. The total sum of the weights is 100% and there is a set functional threshold of 75% that the bidder should meet to proceed to the next step of the adjudication process.

|  |  |
| --- | --- |
| **Section.** | **Weight** |
| **SERVICE PROVIDER ABILITY AND CAPABILITY** | 50% |
| **PERSONNEL EXPERIENCE AND KNOWLEDGE** | 50% |
| **TOTAL** | **100%** |
| **OVERALL THRESHOLD TO BE MET** | **75%** |

|  |  |  |
| --- | --- | --- |
| **Criteria** | **Measurement** | **Weighting** |
| **SERVICE PROVIDER ABILITY AND CAPABILITY** | Demonstrate expertise & capacity to deliver on the objectives of the project. Provide the following documents:   1. Project plan for the ROAST (The project plan shall include scope breakdown, project timelines, risks, deliverables, cost breakdown, and human resources)   **0** – No project plan provided  **10** – Project plan provided but without all the required information or does not highlight the service provider’s understanding of the project  **20** – Comprehensive project plan with all required information   1. At least one (1) Signed Reference letters and reports indicating that the supplier has done Artificial Intelligent related project within any of the following domains (Machine Learning, Robotics, Speech to Text convention (vice versa), Data Analytics, Data Modelling Processes). The reference letter shall be in the company’s letter head, signed, dated and with contactable referencel .   **0** – No reference letter provided  **30** – At least one reference letter provided | **20**  **30** |
| **PERSONNEL EXPERIENCE AND KNOWLEDGE** | Bidders shall provide a qualified and experienced project team to undertake the scope of the project. The following shall be provided:  The project team composition shall include the following expert project team members as a minimum.  **For each project team member, the bidder shall provide CV and certified copies of all related qualifications as proof of evidence.**   1. 3 – 5 years’ experience in Software development and configuration with the combination of Microcontrollers and Microprocessors.   The evidence for each expert will be scored as per below.  0 – No CV or Certification provided  3 – CV with 1 – 3 years software development experiences and valid Certificate  6 – CV with 4 years experiences and Certification  10 – CV with 5 and more year’s experiences and Certification   1. 1 – 3 years’ experience in Air Traffic Management (ATM) and/or Communication, Navigations and Surveillance (CNS) .   The evidence for each expert will be scored as per below.  0 – No CV or Certification provided  3 – CV with 1-year experiences and certification  6 – CV with 2 years experiences and certification  10 – CV with 3 and more year’s experiences and certification   1. 1 – 3 years’ experience in Data analytic / Data Science / Software Architecture and/or Data modelling.   The evidence for each expert will be scored as per below.  0 – No CV or Certification provided  3 – CV with 1 year experiences and certification  6 – CV with 2 years experiences and certification  10 – CV with 3 and more year’s experiences and certification   1. 1 – 3 years’ experience in Machine Learning algorithms, modelling, framework and/or libraries.   The evidence for each expert will be scored as per below.  0 – No CV or Certification provided  3 – CV with 1 year experiences and certification  6 – CV with 2 years experiences and certification  10 – CV with 3 and more year’s experiences and certification   1. 3 – 5 years’ experience in Project management.   The evidence for each expert will be scored as per below.  0 – No CV or Certification provided  3 – CV with 3 years experiences and certification  6 – CV with 4 years experiences and certification  10 – CV with 5 and more year’s experiences and certification | **10**  **10**  **10**  **10**  **10** |
| **TOTAL** |  | **100** |
| **MINIMUM THRESHOLD** |  | **75%** |

**STAGE 4: PRICE AND B-BBEE:**

**Evaluation for Price and BBBEE**

Quotations will be evaluated in terms of the ATNS’ Procurement Policies and Procedures using the 80:20 point system. 80 points will be awarded for price and 20 points for B-BBEE points claimed.

|  |  |
| --- | --- |
| **PRICE** | **80** |
| **B-BBEE COMPLIANCE** | **20** |

B-BBEE rating certificates are applicable and points allocated in terms of the B-BBEE Codes of Good Practice guideline as indicated in the table below. Bidders must submit valid B-BBEE Certificates and Statements which will be verified.

|  |  |
| --- | --- |
| **BBBEE Status Level of Contributor** | **Number of Points (80/20 System)** |
| 1 | 20 |
| 2 | 18 |
| 3 | 14 |
| 4 | 12 |
| 5 | 8 |
| 6 | 6 |
| 7 | 4 |
| 8 | 2 |
| Non-compliant contributor | 0 |

ATNS shall evaluate suppliers in accordance with the B-BBEE Codes of Good Practice.

All responsive tender offers shall be evaluated in terms of functionality and scoring system for Price and B-BBEE. The 80/20 Point System shall be applicable in accordance with the ATNS’ Procurement Policies and Procedures.

**CONTRACT TERMS**

Whilst ATNS have taken every reasonable step to ensure the accuracy of this brief, the Company accepts no liability in relation to the accuracy of any representations made. Tenderer should accept that their tender response is on the basis and reliance of its own judgment and information. ATNS reserves the right to vary the scope and terms as described in this document. If any variation does take place tenderer will be advised as soon as possible in writing.

The successful tenderer will be engaged subject to acceptance of a contract containing the standard Terms and Conditions as given. The contract contains standard clauses including a retention clause for non-satisfactory completion, breach of contract and confidentiality clauses and a requirement for the tenderer to have adequate professional indemnity insurance. All Tenderers must bear in mind that if circumstances dictate, ATNS reserves its right to withdraw from any commitments that will be entered into within this statement of work.

All designs and documentation submitted by the tenderer will be treated as confidential.

***Note: The successful Bidder will be required to sign the ATNS Intellectual Property (IP) Non-Disclosure Form and the IP generated out of this project will owned solely by ATNS.***

***Bidder shall be required to provide support and maintenance to the ROAST system for the duration of the system Trialling/Piloting.***

*ATNS reserves the right to reject, withdraw or cancel any or all Proposals/Tenders, to undertake discussions with one or more Tenderers and to accept that tender or modified tender which in its sole judgment, will be most advantageous to the Company, price and other evaluation factors having been considered.*

**PART A**

**INVITATION TO BID**

|  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE AIR TRAFFIC AND NAVIGATION SERVICES SOC Ltd** | | | | | | | | | | |
| BID NUMBER: |  | | | CLOSING DATE: | |  | CLOSING TIME: | | |  |
| DESCRIPTION |  | | | | | | | | | |
| **BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT *(STREET ADDRESS)*** | | | | | | | | | | |
| **RFQ can be sent by email to: Thabom@atns.co.za or Hand Delivered at ATNS head Office:** | | | | | | | | | | |
| **Eastgate Office Park, South Boulevard** | | | | | | | | | | |
|  | | | | | | | | | | |
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| **BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO** | | | | | **TECHNICAL ENQUIRIES MAY BE DIRECTED TO:** | | | | | |
| CONTACT PERSON | | |  | | CONTACT PERSON | | | |  | |
| TELEPHONE NUMBER | | |  | | TELEPHONE NUMBER | | | |  | |
| FACSIMILE NUMBER | | |  | | FACSIMILE NUMBER | | | |  | |
| E-MAIL ADDRESS | | |  | | E-MAIL ADDRESS | | | |  | |
| **SUPPLIER INFORMATION** | | | | | | | | | | |
| NAME OF BIDDER | |  | | | | | | | | |
| POSTAL ADDRESS | |  | | | | | | | | |
| STREET ADDRESS | |  | | | | | | | | |
| TELEPHONE NUMBER | | CODE | |  | | NUMBER | |  | | |
| CELLPHONE NUMBER | |  | | | | | | | | |
| FACSIMILE NUMBER | | CODE | |  | | NUMBER | |  | | |
| E-MAIL ADDRESS | |  | | | | | | | | |
| VAT REGISTRATION NUMBER | |  | | | | | | | | |
| SUPPLIER COMPLIANCE STATUS | | TAX COMPLIANCE SYSTEM PIN: | |  | **OR** | CENTRAL SUPPLIER DATABASE No: | MAAA | | | |
| B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE | | TICK APPLICABLE BOX]  Yes  No | | | B-BBEE STATUS LEVEL SWORN AFFIDAVIT | | | [TICK APPLICABLE BOX]  Yes  No | | |
| ***[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]*** | | | | | | | | | | |
| ***ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?*** | | Yes No  [IF YES ENCLOSE PROOF] | | | ***ARE YOU A FOREIGN BASED SUPPLIER FOR*** *THE GOODS /SERVICES /WORKS OFFERED?* | | | Yes No  [IF YES, ANSWER THE QUESTIONNAIRE BELOW ] | | |
| **QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS** | | | | | | | | | | |
| IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?  YES  NO  DOES THE ENTITY HAVE A BRANCH IN THE RSA?  YES  NO  DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?  YES  NO  DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?  YES  NO  IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?  YES  NO  **IF THE ANSWER IS “NO” TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.** | | | | | | | | | | |

**PART B**

**TERMS AND CONDITIONS FOR BIDDING**

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| 1. **BID SUBMISSION:** |
| * 1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.   2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**   3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.   4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).** |
| 1. **TAX COMPLIANCE REQUIREMENTS** |
| 1. BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS. 2. BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER’S PROFILE AND TAX STATUS. 3. APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE [WWW.SARS.GOV.ZA](http://www.sars.gov.za). 4. BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID. 5. IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER. 6. WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED. 7. NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE.” |

**NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID**.

SIGNATURE OF BIDDER: ……………………………………………

CAPACITY UNDER WHICH THIS BID IS SIGNED: ……………………………………………

(Proof of authority must be submitted e.g. company resolution)

DATE. …………………………………………..

1. **PROTECTION OF PERSONAL INFORMATION** 
   1. The Service Provider shall ensure that its employees, representatives and officers, comply with the provisions of the Protection of Personal Information Act, 2013 (“**POPIA**”) and all other applicable data protection laws and, without limitation to the aforegoing, shall ensure the security and confidentiality of all Personal Information processed by that Party is in accordance with POPIA and all other applicable data protection laws.
   2. The Service Provider must only process personal information of the Company and third parties on behalf of the Company, with the Company’s knowledge or authorisation, treat such information which comes to their knowledge as confidential and must not disclose it unless required by law or in the course of the proper performance of the Service Provider’s duties. The Service Provider must comply with the responsible party’s obligations in clause section 19 of POPIA.
   3. Where the Service Provider, its agents, subcontractors, officers, directors, shareholders, representatives, or employees has/have access to any Personal Information held by the Company for any reason in connection with this Agreement or is/are supplied with or otherwise provided with Personal Information by the Company or on behalf of the Company for any purpose, or are supplied with or otherwise provided with Personal Information relating to the Services, the Service Provider shall:
      1. process such Personal Information only for purposes of performing its/their obligations under this Agreement and shall not otherwise modify, amend or alter the contents of such Personal Information or disclose or permit the disclosure of such Personal Information to any third party, unless specifically authorised to do so by the Company or as required by law or any regulatory authority, and shall take all such steps as may be necessary to protect and safeguard such Personal Information;
      2. without prejudice to the generality of the foregoing, ensure that appropriate, reasonable technical and organisational measures shall be taken by it/them to prevent –
         1. the unauthorised or unlawful processing of such Personal Information; and
         2. the accidental loss or destruction of, or damage to, such Personal Information; and
         3. promptly notify the Company when it becomes aware of any unauthorised, unlawful or dishonest conduct or activities, or any breach of the terms of this Agreement relating to Personal Information.
   4. The Service Provider shall be liable for all claims, demands, actions, costs, expenses (including but not limited to reasonable legal costs and disbursements), fines, losses and damages arising from or incurred by reason of any wrongful processing of any Personal Information by the Service Provider (including its agents, subcontractors, officers, representatives or employees) for any breach of its obligations or warranties in terms of clause.
   5. Both Parties will comply with their obligations under POPIA in relation to personal information for which they are the responsible party.
   6. The Service Provider must notify the Company immediately where there are reasonable grounds to believe that personal information has been accessed or acquired by any unauthorised person (Data Breach) and must assist the Company, at its own cost: a) with any investigation or notice to the Regulator or data subjects that the Company may make in relation to a Data Breach; and b) in responding to any directions by the Regulator to publicise the Data Breach, including assisting the Company to make public announcements if required.
   7. The Service Provider indemnifies the Company against any civil or criminal action or administrative fine or other penalty or loss as a result of the Service Provider’s breach of this clause.
2. **POPIA CONSENT** 
   1. The Service Provider, by submitting its proposal/ quotation, consents to the use of his/her personal information contained therein and confirms that:
      1. The information is voluntarily supplied, without undue influence from any party; and
      2. The information is necessary for the purposes of the engagement with ATNS.
   2. The tenderer acknowledges that he /she is aware of his/her right to:
      1. Access the information at any reasonable time for the purposes of rectification thereof;
      2. Object to the processing of the information;
      3. Lodge a compliant with the Information Regulator.