

AIR TRAFFIC AND NAVIGATION SERVICES SOC. LTD



REQUEST FOR INFORMATION

**(REFERENCE NUMBER: ATNS/HO/RFI003-INFO-
TOOL/2021/23)**

**REQUEST FOR INFORMATION FOR REQUIREMENTS
GATHERING TOOL**

FEBRUARY 2022

REQUEST FOR INFORMATION FOR REQUIREMENTS GATHERING TOOL

RFP REFERENCE NUMBER:	ATNS/HO/RFI003-INFO-TOOL/2021/23
CLOSING DATE:	24 March 2022
CLOSING TIME:	13h00, CAT (no late and or facsimile responses will be accepted)
VIRTUAL BRIEFING MEETING	N/A
DESCRIPTION:	ATNS/HO/RFI003-INFO-TOOL/2021/23
DEPOSITED IN THE BID BOX SITUATED AT:	<p>ATNS Company Limited, Eastgate Office Park, Block C, South Boulevard Road, Bruma,2298</p> <p>OR</p> <p>Should a bidder require to submit their documents online, they must send an email to busisiwemo@atns.co.za and cc tenders@atns.co.za to express their interest to do so.</p> <p>On the email Bidders must specify on the subject line – the tender number and description.</p> <p>DEADLINE FOR REQUESTING THE LINK IS 2 DAYS BEFORE CLOSING DATE, EMAIL SENT AFTER THIS DEADLINE WILL NOT BE ATTENDED TO.</p> <p>THE DOCUMENT MAY BE STILL SUBMITTED MANUALLY ON CLOSING DATE</p>
PROCUREMENT SPECIALIST:	Busisiwe Molapisi
TELEPHONE:	(011) 607 1165 NB due to COVID 19 Pandemic, only contact via e-mail.
E-MAIL:	BusisiweMo@atns.co.za

BIDDING STRUCTURE

PLEASE INDICATE THE TYPE OF YOUR COMPANY E.G. PRIVATE COMPANY OR CLOSED CORPORATION OR OTHER	
Indicate the type of Bidding/Biding Structure by marking with an 'X'	
Individual	
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	

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	
HAS A VALID TAX COMPLIANCE STATUS AND PIN BEEN SUBMITTED FOR INDIVIDUAL BIDDER, CONSORTIUM, JOINT VENTURE AND/OR SUB CONTRACTORS	
YES	NO
HAS A JOINT B-BBEE CERTIFICATE/SWORN AFFIDAVIT BEEN SUBMITTED FOR CONSORTIUM/JOINT VENTURE BIDDERS	
YES	NO
IF JOINT VENTURE OR CONSORTIUM-HAS A SIGNED AGREEMENT INDICATING WORKSPLIT% AND WORK PLAN SUBMITTED	
YES	NO
HAS A LIST OF SUBCONTRACTORS INDICATING SUBCONTRACTING PERCENTAGE % INDICATED	
YES	NO
HAS AN TAX PIN BEEN SUBMITTED FOR CONSORTIUM, JOINT VENTURE AND/OR SUB CONTRACTORS	
YES	NO

SIGNATURE OF BIDDER:

DATE:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

IMPORTANT NOTICE

The information contained herein, is given without any liability whatsoever to Air Traffic & Navigation Services Company Limited (ATNS) and no representation or warranty, express or implied, is made as to the accuracy, completeness or thoroughness of the content of this Request for Information (RFI).

This RFI is for the confidential use of only those persons/companies who are participants of this RFI. Each recipient acknowledges that the contents of this RFI are confidential and agrees that it will not without the prior written consent of ATNS, reproduce, use or disclose such information in whole or in part, to any other party other than as required by law or other regulatory requirements.

The Bidder shall bear all costs incurred by him in connection with the preparation and submission of his Bid Response and for finalisation of the contract and the attachments thereof. ATNS will in no case be responsible for payment to the Bidder for these costs.

The Company reserves the right to reject any or all Bids, to undertake discussions with one or more Bidders, and to accept that Bid or modified Bid which in its sole judgment, will be most advantageous to the Company, price and other evaluation factors having been considered.

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1 INTRODUCTION

1.1 Company Background

The Air Traffic and Navigation Services (ATNS) Company of South Africa is the major provider of air traffic management, communication, surveillance, navigation and associated services (including training) within South Africa. ATNS manages 10% of the world's airspace.

Standing strong with over 1100 employees, ATNS strives to continuously provide safe airspace, orderly, expeditious and efficient management of Air Traffic Management services. The company operates at 21 aerodromes within the country, including OR Tambo, Cape Town and King Shaka International Airports.

In the rest of the African Continent, ATNS provides amongst others the Aeronautical Satellite Communication (VSAT) networks.

This service extends from Cape to Cairo interconnecting more than 33 states in Africa and Middle East. Other services include ATS and technical training, WGS 84 surveys, airspace design, AIP documentation, billing and consultancy services.

Vision

ATNS's Vision is to be the preferred supplier of air traffic management solutions and associated services to the African continent and selected international markets.

Mission

Our Mission is to provide safe, expeditious and efficient air traffic management solutions and associated services, whilst ensuring long-term economic, social and environmental sustainability.

- Our business is driven through our embedded Values, being:
- Accountability
- Safety and customer service
- Continuous improvement and innovation
- Employee engagement and development
- Fairness and consistency
- Open and effective communication

The Air Traffic and Navigation Service Company Limited (ATNS) is a State-Owned Company (SOC), established in 1993 in terms of the ATNS Company Act (Act 45 of 1993) to provide air traffic management solutions and associated services on behalf of the State. These services accord with International Civil Aviation Organisation (ICAO) standards and recommended practices, and the South African Civil Aviation Regulations and Technical Standards. As an air navigation services provider (ANSP), ATNS is governed by the nation's legislative and administrative framework.

ATNS is also a commercialized ANSP operating on the "user pays" principle that relies on current revenues and debt funding for its operational and capital expenditure requirements.

Our business offerings are divided into Regulated and non-regulated activities:

Regulated Business

At present 90% of ATNS's revenue is facilitated through its regulated business:

Air navigation services and infrastructure

The principal activities of ATNS's regulated business encompass the planning, operating and maintenance of safe and efficient air traffic management services in the airspace for which the State is responsible. Airspace infrastructure consists of the following main components:

- Communications, navigation and surveillance (CNS) infrastructure.
- Auxiliary aviation services, such as aeronautical information publications, flight procedure design and aeronautical surveys.
- Air traffic management.

ATNS's infrastructure development is informed by user expectations and regulatory requirements at a global level; as well as the needs of the air traffic management (ATM) community and new enabling technologies.

Air traffic service charges

As a monopoly service provider, ATNS is regulated economically by the Economic Regulating Committee (RC) that is a statutory body formed and appointed by the Shareholder, the Department of Transport (DoT). The RC is empowered by the ATNS Company Act (Act 45 of 1993) to issue permission to ATNS. The permission regulates the increase in specified tariffs that ATNS can issue and lays down minimum service standards requirements for the regulated business. ATNS is, through the permission, authorised to levy air traffic service charges on users (aircraft operators) for the use of air navigation infrastructure and/or the provision of an air traffic service. The permission has a five-year life span.

Training institution

ATNS runs a successful training institution as a division within the Company, namely: the Aviation Training Academy (ATA). The ATA provides a full range of air traffic services training, technical support training and related training to delegates in South Africa and the broader African continent in the disciplines of engineering, air traffic services and management. The ATA is an ISO9001:2000 accredited institution and has international cooperation agreements in place with partners, enabling the academy to maintain mutually beneficial partnerships in the presentation and accreditation of international courses in air traffic services (ATS). The ATA is a world-renowned academy, and in both 2012 and 2013 was formally recognized as the International Air Transport Association (IATA) Worldwide Top Regional Training Partner.

Non-Regulated Business

ATNS's non-regulated business currently contributes 10% of the Company's revenue. The non-regulated business encompasses a long-term strategy to facilitate regional expansion through a subsidiary vehicle presently known as "ATNS International". ATNS International will enable the Company to take a more robust and agile stance in the non-regulated business market without posing undue risks to its regulated market and Shareholder. It will also enable ATNS to enter into joint ventures and partnerships with

external suppliers so that the Company can harness more valuable market opportunities and extend its regional influence and reach.

Additional information is available on ATNS website – www.atns.co.za

1.2 Purpose of the RFI

ATNS invites Suppliers to provide Information for requirements gathering tool.

1.3 Special conditions

- This is an RFI for research purposes is test if there type of solutions on the market to address requirements managements.
- This process will not lead to any award decision nor result in a shortlisting of suppliers.
- Suppliers are welcome to suggest more information to enhance the solutions.

1.4 Correctness

- While every effort has been made to provide comprehensive and accurate background information, requirements and specifications, service providers must form their own conclusions about the solutions needed to meet the requirements set out in this RFI.

1.5 Important Notes

- Please note that this enquiry is a Request for Information only and does not constitute a guarantee of business, or an agreement.
- This RFI is a stand-alone information gathering and market-testing exercise, intended only to inform and assist ATNS further decisions.
- ATNS reserves the right not to proceed with any further engagement on the requirements presented.

2 GENERAL INSTRUCTIONS AND ADMINISTRATIVE REQUIREMENTS

2.1 Correspondence during RFI Period

All correspondence shall be referenced as “ATNS/HO/RFI003-INFO-TOOL/2021/23 and may be sent by email to BusisiweMo@atns.co.za

2.2 Proposals

The submitted responses should include at minimum the following:

- A document that addresses the requirements set out below and other pertinent information
- The cost of the proposed solution

2.3 Submission of Proposals

All responses shall be delivered at the address stated in below. Proposals should be submitted at no later than 17th February 2022, in both hard and soft copy (USB) and addressed as follows:

Project Description: REQUIREMENTS GATHERING TOOL

RFI Reference Number: **ATNS/HO/RFI003-INFO-TOOL/2021/23**

Supplier Name/Company Name:

Attention: Busisiwe Molapisi

Tel: 082 875 5025

Email: BusisiweMo@atns.co.za

Printed and bound documents for the RFI, 1 (one) original document and 1 (one) electronic copy (Memory Stick) in **PDF format** are required (delivered at the reception). Failure to adhere to this instruction will result in your proposal being disqualified. No RFI forwarded by telegram, telex, facsimile, e-mail or similar medium will be considered.

Eastgate Office Park, Block C, South Boulevard Road, Bruma, South Africa. LATE RFI WILL REGRETTABLY, NOT BE ACCEPTED OR

Should a bidder require to submit their documents online, they must send an email to tenders@atns.co.za to express their interest to do so and will be sent a link to upload the documents electronically. On the email Bidders must specify on the subject line – the tender number and description.

3 REQUIREMENTS GATHERING TOOL SPECIFICATION REQUIREMENTS

The scope of works for requirement gathering tool should as minimum include the following capabilities:

3.1 Management

- Includes the ability to define requirements
- Model relationships between requirements
- Reuse requirements
- Export/import data to create documentation

3.2 Visualization

- Includes graphical tools and reports
- Interactive flows
- Dashboard
- Story boards
- Functionality for graphical models

3.3 Traceability and impact analysis

- Performs real time impact analysis
- Set an automatic relationships across requirement

3.4 Collaboration

- Include functionality for interaction between users.
- Basic task management functionalities to allow for collaboration on tasks.
- Ability to review, approve, provide electronic signatures, gather input and
- Receive notifications about other users' activity within the system.

3.5 Integration with other systems

- Project Portfolio management
- MS Suites, i.e. word, excel.
- Other development tools

4 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 representation made. ATNS reserves the right to vary the scope and terms as described in this document although variation is not anticipated at this time.

All information in this document and associated responses is Confidential.
All designs and documentation will be the property of ATNS.

5 DISCLAIMER

The participant shall bear all costs incurred by him in connection with the preparation and submission of his response. ATNS will in no case be responsible for payment to the consultant for these costs.

6 PROTECTION OF PERSONAL INFORMATION

- i. 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 foregoing, 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.
- ii. 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.
- iii. 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:
 - a) 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.
 - b) without prejudice to the generality of the foregoing, ensure that appropriate, reasonable technical and organisational measures shall be taken by it/them to prevent –
 - the unauthorised or unlawful processing of such Personal Information; and
 - the accidental loss or destruction of, or damage to, such Personal Information; and
 - 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.
- iv. 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 **Error! Reference source not found.**

- v. Both Parties will comply with their obligations under POPIA in relation to personal information for which they are the responsible party.
- vi. 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.
- vii. 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.

6.1 POPIA CONSENT

6.1.1 The Service Provider, by submitting its proposal/ quotation, consents to the use of his/her personal information contained therein and confirms that:

6.1.2 The information is voluntarily supplied, without undue influence from any party; and

6.1.3 The information is necessary for the purposes of the engagement with ATNS.

6.2 The tenderer acknowledges that he /she is aware of his/her right to:

6.2.1 Access the information at any reasonable time for the purposes of rectification thereof.

6.2.2 Object to the processing of the information.

6.2.3 Lodge a complaint with the Information Regulator.