INVITATION TO BID

AIR TRAFFIC AND NAVIGATION SERVICES SOC LTD
REPUBLIC OF SOUTH AFRICA

REQUEST FOR PROPOSALS (RFP):
ATNS/RFP03/09/2026/27/BS-TRAVEL MANAGEMENT-Re-Ad

APPOINTMENT OF A TRAVEL MANAGEMENT COMPANY TO PROVIDE TRAVEL MANAGEMENT SERVICES TO AIR TRAFFIC NAVIGATION SERVICES (ATNS) FOR A PERIOD OF FIVE (5) YEARS ON AN AS WHEN REQUIRED BASIS

BID REQUIREMENTS: VOLUME 1 A - GENERAL INSTRUCTIONS AND ADMINISTRATIVE REQUIREMENTS

SEPTEMBER 2026

The information contained within this document is confidential to ATNS in all respects and it is hereby acknowledged that the information provided shall only be used for the preparation of a response to this document. The information furnished will not be used for any other purpose than stated and that the information will not directly or indirectly, by agent, employee or representative, be disclosed either in whole or in part, to any other third party without the express written consent by the Company or its representative.

REFERENCE NUMBER	**ATNS/RFP03/09/2026/27/BS-TRAVEL MANAGEMENT-Re-Ad**
DESCRIPTION	Appointment of A Travel Management Company to provide Travel Management Services to Air Traffic Navigation Services (ATNS) for a period of five (5) years on an and as when required basis
ISSUE DATE	22 September 2026
CLOSING DATE	28 October 2026
CLOSING TIME	14h00, Central African Time (CAT)
COMPULSORY BRIEFING SESSION	**Date:** 29 September 2026 **Time**: 12h00 **Venue:** Microsoft Teams meeting **Meeting ID:** 336 280 069 991 735 **Passcode**: FX3Nu6oL
BID SUBMISSION - PHYSICAL	**Location:** ATNS Company Limited, Eastgate Office Park, Block C, South Boulevard Road, Bruma, 2298
BID SUBMISSION - ONLINE	**Submission Process:**
	All bid submissions must be made via the National Treasury **e-Submission (e-Tender) system**
	- **Note**: Submissions sent via email will **not** be accepted or processed.

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BIDDERS DECLARATION AND STRUCTURE CLARIFICATION FORM

NOTE TO BIDDERS:

Submissions from all prospective bidders must clearly specify their respective bidding structure by marking the relevant section with an 'X' below. Bidders must also indicate whether the primary bidding entity is main bidder or other to provide supporting documentation accordingly.

A. Bidding Structure Type

(Mark one with an 'X')

Structure Type	Mark (X)
Individual Bidder	
[1]Joint Venture (JV)	
Consortium	
With Sub-Contractors	
Other (Specify):	

B. Primary Bidder: Tender Submission Structure

(Mark one with an 'X' and provide documentation as applicable – see mandatory evaluation criteria)

Bidder Type	Mark (X)
Original Equipment Manufacturer (OEM)	
[2]Authorised Distributor / Reseller	
Other (Specify):	

C. Bidder Details

(Complete for Individual Bidder, Lead JV Member or Primary Entity in Consortium)

Item	Details
Registered Name of Bidder	
Registration Number	
VAT Registration Number	
Contact Person	
Telephone Number	
Fax Number	
Cell Number(s)	
E-mail Address	
Postal Address	
Physical Address	

[1] If joint venture or consortium includes both OEM and distributor/reseller, clearly indicate each party's role and attach joint responsibility agreements.
[2] If the bidder is a distributor/reseller, a valid OEM authorisation letter must be attached.

D. Details of Joint Venture / Consortium Members

(Only complete if applicable – add more rows as needed)

Bidding partner/member 1:

Item	Details
Company Name	
Registration No.	
VAT No.	
Contact Person	
E-mail	
Phone No.	
Role (OEM/Reseller/Integrator/etc.)	

Bidding partner/member 2:

Item	Details
Company Name	
Registration No.	
VAT No.	
Contact Person	
E-mail	
Phone No.	
Role (OEM/Reseller/Integrator/etc.)	

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 Proposal (RFP).

This RFP is for the confidential use of only those persons/companies who are participants of this RFP. Each recipient acknowledges that the contents of this RFP 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.

SECTION A: INTRODUCTION AND SCOPE OF WORK

1. Introduction

About ATNS

The Air Traffic and Navigation Services (ATNS) Company of South Africa provides air traffic management, communication, surveillance, navigation, and related services, including training. ATNS manages **6% of the world's airspace** and employs over **1,100 staff** to ensure **safe, efficient, and orderly** air traffic services across **21 aerodromes** in South Africa, including OR Tambo, Cape Town, and King Shaka International Airports. In the broader African region, ATNS supports aeronautical satellite communication (VSAT networks) across **33 states**, connecting the continent from **Cape to Cairo** and extending to the Middle East.

- **ATNS Vision:**

To be the leading provider of air traffic management solutions and associated services across Africa and select international markets.

- **ATNS Mission:**

To provide safe, expeditious, and efficient air traffic management solutions, while ensuring economic, social, and environmental sustainability.

- **ATNS values include:**
  - **Safety and Customer Centricity**: Prioritising customer needs and ensuring that safety is non-negotiable
  - **Accountability**: Holding ourselves and others accountable for our actions
  - **Agility**: Ensuring that we are flexible and adaptable to change
  - **Diversity**: Embracing inclusion, equality and social differences
  - **Integrity**: Following a moral and incorruptible corporate code

ATNS Business Environment

ATNS is a **State-Owned Company (SOC)**, established in 1993 under the **ATNS Company Act (Act 45 of 1993)** to provide air traffic services aligned with **ICAO** standards and **South African Civil Aviation Regulations**. As a **commercialised air navigation service provider (ANSP)**, ATNS operates on a **"user-pays" principle**, relying on revenues and debt funding to cover operational and capital expenses.

- **Regulated Business Activities**

ATNS regulated activities contribute 90% of its revenue. Key offerings include:

- **Air navigation services**: Planning, operating, and maintaining airspace infrastructure such as communication, navigation, and surveillance (CNS) systems.
- **Air traffic service charges:** Governed by the Economic Regulating Committee (RC), ATNS sets service tariffs and maintains service standards under a five-year permission structure.
- **Training:** The ATNS Aviation Training Academy (ATA) provides internationally accredited air traffic services and technical training, earning recognition as IATA's Top Regional Training Partner in 2012 and 2013**.**

- **<u>Non-Regulated Business Activities:</u>**

  - ATNS non-regulated operations contribute **10% of revenue** and focus on **regional expansion** through a subsidiary, **ATNS International**. This platform enables ATNS to explore **joint ventures and partnerships**, enhancing market opportunities and regional influence.

  - For more details, visit: www.atns.com

2. Purpose of the bid

2.1. The primary objective of this bid is to solicit proposals from potential bidders for the provision of travel management services to ATNS for a period of five (5) years. This RFP document details and incorporates, as far as possible, the tasks and responsibilities of the potential bidder required by ATNS for the provision of travel management services to ATNS.

2.2. **Definitions**

2.2.1. **Accommodation** means the rental of lodging facilities while away from one's place of abode, but on authorised official duty.

2.2.2. **After-hours** service refers to an enquiry or travel request that is actioned after normal working hours.

2.2.3. **Air travel means** travel by airline on authorised official business.

2.2.4. **Authorising Official** means the employee who has been delegated to authorise travel in respect of travel requests and expenses, e.g., the line manager of the traveller.

2.2.5. **Car Rental** means the rental of a vehicle for a short period of time by a Traveller for official travel purposes.

2.2.6. **Department** means the organ of state, Department or Public Entity that requires the provision of travel management services.

2.2.7. **Domestic travel** means travel within the borders of the Republic of South Africa.

2.2.8. **Emergency service** means the booking of travel when unforeseen circumstances necessitate an unplanned trip or a diversion from the original planned trip.

2.2.9. **G-Commerce** refers to the Government's buy-site for transversal contracts.

2.2.10. **International travel** refers to travel outside the borders of the Republic of South Africa.

2.2.11. **Lodge Card** is a Virtual Card that is "Lodged" with the travel management company (TMC) or in-house Online Booking tool and serviced by a supporting Bank.

2.2.12. **Management Fee** is the fixed negotiated fee payable to the Travel Management Company (TMC) in monthly instalments for the delivery of travel management services, excluding any indirect service fee not included in the management fee structure (visa, refund, frequent flyer tickets, etc.).

2.2.13. **Merchant Fees** are fees charged by the lodge card company at the point of sale for bill-back charges for ground arrangements.

2.2.14. **Quality Management System** means a collection of business processes focused on consistently meeting customer requirements and enhancing their satisfaction. It is expressed as the organizational structure, policies, procedures, processes, and resources needed to implement quality management.

2.2.15. **Regional travel** means travel across the border of South Africa to any of the SADC Countries, namely, Angola, Botswana, Democratic Republic of Congo (DRC), Lesotho, Madagascar, Malawi, Mauritius, Mozambique, Namibia, Seychelles, Swaziland, United Republic of Tanzania, Zambia, and Zimbabwe.

2.2.16. **Service Level Agreement (SLA)** is a contract between the TMC and ATNS that defines the level of service expected from the TMC.

2.2.17. **Shuttle Service** means the service offered to transfer a Traveller from one point to another, for example, from the place of work to the airport.

2.2.18. **Third-party fees** are fees payable to third-party service providers that provides travel related services on an ad hoc basis that are not directly provided by the TMC. These fees include visa fees and courier fees.

2.2.19. **Transaction Fee** means the fixed negotiated fee charged for each specific service type, e.g., international air ticket, charged per type per transaction per traveller.

2.2.20. **Traveller** refers to an ATNS official, consultant, or contractor travelling on official business on behalf of ATNS.

2.2.21. **Travel Authorisation** is the official form utilised by ATNS reflecting the details and cost centre number of the trip that is approved by the relevant authorising official.

2.2.22. **Travel Booker** is the person coordinating travel reservations with the Travel Management Company (TMC) consultant on behalf of the Traveller, e.g., the personal assistant of the traveller.

2.2.23. **Travel Management Company or TMC** refers to the Company contracted to provide travel management services (Travel Agents).

2.2.24. **Travel Voucher** means a document issued by the Travel Management Company to confirm the reservation and/or payment of specific travel arrangements.

2.2.25. **Value Added Services** are services that enhance or complement the general travel management services, e.g., rules and procedures of the airports.

2.2.26. **VAT** means Value Added Tax.

2.2.27. **VIP or Executive Service** means the specialised and personalised travel management services to selected employees of ATNS by a dedicated consultant to ensure a seamless travel experience

3. Background

3.1. ATNS currently uses an outsourced online travel tool system to manage the travel requisition and travel expense processes within the travel management lifecycle. The travel requisition process is currently automated for domestic bookings through the online booking tool, where the booker will capture their travel requirements, i.e., flights, accommodation, car, and shuttle, and select the lowest fares. Once selected, it then goes to the line manager for approval via Short Message Service (SMS) or email. The International travel and conference requisitions are manually captured on travel requisition forms that undergo a manual authorisation approval process by the relevant approver, as per ATNS's delegation of authority. It is then captured electronically by the Travel Management Company on the online booking tool for the Travel Manager's approval on the system

4. Scope Of Work

4.1. Provide ATNS with the travel management services that are consistent and reliable and will maintain a high level of traveller satisfaction in line with the service levels.

4.2. Provide Travel Management services with dedicated resource/s for ATNS conferencing, international, and domestic travel, and also provide emergency and after-hours services.

4.3. Provision of a Travel Management solution that can easily integrate with ATNS ERP systems and also work independently while we are working on the integration (Phase 2).

4.4. Achieve significant cost savings for ATNS without any degradation in the services.

4.5. Appropriately contain ATNS's risk and traveller risk.

4.6. The current ATNS total volumes per annum include air travel, accommodation, car hire, forex, conference, etc. The table below details the number of transactions for the FY 2024/2025 as follows

4.7. **Estimated Travel Volumes**

No.	Service Category	Estimated Number of Transactions per annum
1	Air travel – Domestic	4403
2	Air Travel - Regional & International	574
3	Car Rental – Domestic	1067
4	Car Rental - Regional & International	30
5	Shuttle Services – Domestic, Regional & International	1256
6	Accommodation – Domestic	3586
7	Accommodation - Regional & International	574
8	Long stay accommodation (training)	377
9	Bus/Coach bookings	5
10	Train - Regional & International	5
11	Conferences/Events	87
12	After Hours	162

No.	Service Category	Estimated Number of Transactions per annum
13	Transfers – Domestic, Regional & International	1257
14	Visa	21
15	Forex	6
GRAND TOTAL		**13410**

Note: *These figures are projections based on trends from the 2024/25 financial year and may change during the tenure of the contract. The figures are provided for illustrative purposes to assist bidders in preparing their proposals.*

4.8. Service Requirements

4.8.1. General

a. The successful bidder will be required to provide travel management services. Deliverables under this section include, without limitation, the following:

b. The travel services will be provided to all Travellers travelling on behalf of ATNS. This will include employees and contractors, consultants and clients, where the agreement is that ATNS is responsible for the travel arrangements and costs.

c. Facilitate the bookings that are generated through ATNS.

d. ATNS requires an integrated travel tool system that is flexible and accessible on various digital platforms (e.g. but not limited to, laptops, desktops, iPad, smart cell phones, etc.), for ATNS travel bookers or staff, to access the system and do end- to-end online travel bookings, with automated approvals of the travel bookings on the system via laptop/desktop, SMS and email.

e. Offer full-time dedicated resource/s to manage end-to-end travel management services.

f. Familiarisation with current ATNS travel business processes.

g. Familiarisation with current travel suppliers and negotiated agreements that are in place between ATNS and third parties.

h. Manage ATNS long-term training accommodation, vet the establishments according to ATNS' requirements, negotiate rates, and load them onto the booking tool.

i. Familiarisation with current ATNS Travel Management Policy and implementations of controls to ensure compliance.

j. Penalties incurred as a result of the inefficiency or fault of a travel consultant will be for the TMC's account, subject to the outcome of a formal dispute process.

k. Provide a facility for ATNS to update their travellers' profiles.

l. Assist in managing the third-party service providers by addressing service failures and complaints against these service providers.
m. Consolidate all invoices from travel suppliers.
n. Provide a detailed transition plan for implementing the service without service interruptions and engage with the incumbent service provider to ensure a smooth transition.
o. The potential service providers' system should be able to integrate within the current ATNS ERP system. (Phase 2)
p. The integration and other configurations of the travel system to ATNS's system should be possible within 6 months after the contract commencement date (Phase 2)

4.8.2. **Travel System Capabilities**

a. The system is required to load profiles, cost centres, and approval functions. Additionally, it must process and issue tickets/vouchers during Phase 1 of the contract while simultaneously developing Phase 2 of integration.
b. System must integrate with a Global Distribution System (GDS) and other booking platforms
c. The system must be able to automate e-ticketing vouchers to be sent to the emails and cell phones of travellers
d. The system must allow for the setting of travel rules and policies of ATNS.
e. The system should have the capability to load manual inventories (e.g., Guest House list not on other booking platforms.
f. The system must be able to integrate with Human Capital Management (HCM) and Finance Accounting modules. (Phase 2)
g. The system must have the reporting capability (be able to report per traveller, cost centre, profit centre, operating division, and at ATNS level), see the reporting section for more reporting requirements.
h. The system should have different user profiles, pick up duplicate profiles, and be able to produce audit logs.
i. The system must be able to log each travel request and be able to issue a unique reference number for each and pick up duplicate requests.
j. Group bookings must be possible in the system
k. Allow for attachments relating to travel services or travel claims (PDF, JPG, Excel, Word, etc.)
l. Provide for a help section to request assistance from a travel agent
m. Provide function for group approval
n. Allow for detailed summary before approval e.g. Detailed Itinerary.

o. Send notifications for the traveller at each change of the trip approval status
p. Send notification reminders to the approvers before the trip expiry
q. Users should be able to submit an offline request if the services required are not available on the system.
r. Training, training guidelines, and assistance available for users throughout duration of the contract at least 3 super users - a person with additional system administrative rights - to be trained and 1200 users)
s. Enable the ATNS traveller to do Travel Booking(s) on the phone or desktop and to have a view of options to choose from, such as airlines, hotels, and car bookings that are within the corporate policy guidelines
t. Flexible online approval workflows on the phone or desktop
u. Enabling the traveller to make changes and cancellations on the phone or desktop if the booking has not been approved yet. If booking has already been approved, the super-users must be able to cancel on the phone or desktop.
v. Traveller tracking by capturing point-to-point locations
w. Enable traveller (s) and manager to see when a service requirement is “In Policy” or “Out of Policy.”
x. Expense report to capture the receipts of the traveller, submit the receipt via a phone, and approve from the desktop or phone app. The expense reports are to be automatically routed to the correct approval flow
y. For training related accommodation bookings when staff attend Aviation Training Academy should allow for making bookings for learners/students in the identified establishments where specific rates have been negotiated and packaged to cater for learning needs – i.e., a system that can be customized to cater for specific package rates linked to specific establishments for the booked learning period

4.8.3. **Infrastructure /System Availability**

a. 24/7/365 Availability,
b. System technical assistance available 24/7/365
c. System back-up and recovery
d. 100 % back up for downtime – contingency plan
e. Accommodate 1200 users (self-booking)
f. Handle at least 10 000 trips per annum
g. Allow for updates and upgrades based on the latest version of the relevant software/system, to be settled by the bidder.
h. Send notification reminders to the approvers before the trip expiry

i. The Super user must be able to send the registration link to travellers to have access to The System
j. The Super user must be able to assist with password resets, unlocking traveller accounts when the traveller is not able to do this themselves.
k. ATNS travellers will create profiles as needed for new employees and guest Travellers.
l. ATNS Super users will be responsible for deleting the profiles of employees who no longer work for ATNS. However, on Phase 2, the system should automatically remove all terminated employees from the HCM (Human Capital Management)

4.8.4. **Business Code and Cost Centres**

a. ATNS shall provide The Service Provider with a list of all the registered Business Codes per Operating Division and the relevant cost centres for that business code.
b. The Service Provider will ensure that all the Business codes are loaded on the System and the relevant cost centres are linked to the relevant business unit
c. The Service Provider is responsible for updating cost centres as and when requested by ATNS
d. Reason for Travel - The Service Provider and ATNS will agree on travel reasons loaded on the system for traveller selection at booking.
e. ATNS can request additions or amendments to the existing reasons for travel.
f. Bookings will only be confirmed and tickets issued upon receipt of approval from ATNS in the format designated by ATNS (e.g., via SMS). Once approval has been received, the booking shall be made automatically, and all relevant travel documentation shall be sent electronically to ATNS through the System.
g. Approval is subject to budget availability -preferable that the system restricts the request when there are no funds available
h. The Supplier Relationship Manager, in conjunction with the designated ATNS representative, will negotiate discounts and corporate fares for all air travel with the available commercial as well as standard and reduced rates with all available hotel groups, private hotels, and other establishments.
i. Ensure confidentiality of all ATNS travel arrangements and personnel details.
j. The Service Provider will arrange and roll out induction workshops as well as regular follow-up workshops to ATNS travellers/bookers within South Africa, as well as third-party service providers (annually).

4.8.5. **Approval Process in the system to support the following**

a. Approval flows (mandates) as provided to be aligned to ATNS ERP workflows.
b. Approval against budget at cost centre level
c. Delegation of approval authority (when not able to approve)
d. Restriction of travellers/ bookers to approve their own bookings
e. Restriction on approving more than once
f. Restriction of travellers booking a travel service more than once in the same period (date and time)
g. Super Approval (override approval in case of emergencies) capability for specific users (manual setup)
h. Approval will be limited to designated approvers who have the Delegation of Authority to approve
i. Approval via Mobile Solution or E-mail

4.8.6. **Reservations**

a. The Travel Management Company will:
b. Always endeavour to make the most cost-effective travel arrangements.
c. Appraise themselves of all travel requirements for destinations to which travellers will be travelling and advise the Traveller of alternative plans that are cost-effective and more convenient where necessary.
d. Obtain a minimum of three (3) price comparisons for all travel requests where the routing or destination permits.
e. Book the negotiated discounted fares and rates where possible.
f. Must keep abreast of carrier schedule changes as well as all other alterations and new conditions affecting travel and make appropriate adjustments for any changes in flight schedules before or during the traveller’s official trip. When necessary, e-tickets and billing shall be modified and reissued to reflect these changes.
g. Book parking facilities at the airports where required for the duration of the travel.
h. Respond timely and process all queries, requests, changes, and cancellations timeously and accurately.
i. Must be able to facilitate group bookings (e.g., for meetings, conferences, events, etc.)
j. Must issue all necessary travel documents, itineraries, and vouchers timeously to traveller(s) before departure dates.
k. Advise the Traveller of all visa and inoculation requirements well in advance.

l. Assist with the arrangement of foreign currency and the issuing of travel insurance for international trips where required.
m. Facilitate any reservations that are not bookable on the Global Distribution System (GDS).
n. Facilitate the bookings that are generated through their own or third-party Online Booking Tool (OBT), where it can be implemented.
o. Note that, unless otherwise stated, all cases include domestic, regional, and international travel bookings.
p. When necessary, Visa applications will not be the responsibility of the TMC; however, the relevant information must be supplied to the traveller(s) where visas will be required. When necessary, visa applications will be initiated by the TMC; every international and regional quotation should always be accompanied by relevant visa information.
q. Negotiated airline fares, accommodation establishment rates, car rental rates, etc, that are negotiated directly or established by the National Treasury or by ATNS are non-commissionable, where commissions are earned for ATNS bookings; all these commissions should be returned to ATNS monthly.

4.8.7. **Air Travel**

a. The TMC must be able to book full-service carriers as well as low-cost carriers.
   i. The TMC will book the lowest airfares possible for domestic travel.
   ii. For international flights, the airline that provides the most cost-effective and practical routings may be used.
   iii. The TMC should obtain three or more price comparisons where applicable to present the most cost-effective and practical routing to the Traveller.
   iv. The airline ticket should include the applicable airline agreement number as well as the individual loyalty program number of the Traveller (if applicable).
   v. Airline tickets must be delivered electronically to the traveller(s) promptly after booking, before the departure times.
   vi. The TMC will also assist with the booking of charters for VIPs utilising the existing transversal term contract, where applicable, as well as the sourcing of alternative service providers for other charter requirements.
   vii. The TMC will be responsible for the tracking and management of unused e-tickets as per the agreement with the ATNS.

4.8.8. **Accommodation**

a. The TMC will obtain price comparisons within the maximum allowable rate matrix as per the cost containment instruction of the National Treasury or ATNS.

b. The TMC will obtain three price comparisons from accommodation establishments that provide the best available rate within the maximum allowable rate, and that are located as close as possible to the venue, office, or location or destination of the traveller
c. This includes planning, booking, confirming, and amending of accommodation with any establishment (hotel group, private hotel, guest house, or Bed & Breakfast) in accordance with ATNS's travel policy.
d. ATNS travellers may only stay at accommodation establishments with negotiated TMC, ATNS, or government rates. Should there be no rate agreement in place in the destination, or should the contracted establishment be unable to accommodate the traveller, the TMC will source suitable accommodation bearing in mind the requirement of convenience for the traveller and conformation with acceptable costs, or as stipulated in written directives issued from time to time by the National Treasury or ATNS.
e. Accommodation vouchers must be issued to all ATNS travellers for accommodation bookings and must be invoiced to ATNS monthly. Such invoices must be supported by a copy of the original hotel accommodation charges.
f. Accommodation terms and conditions will be displayed to the booker (as made available by the provider), which will include payment terms, cancellation terms, and terms relating to additions.
g. The TMC should conduct vetting of the hotels, guesthouses, and lodges that will be utilised by ATNS to ensure they meet the required standards

4.8.9. **Car Rental**

a. The TMC will book the approved category vehicle in accordance with the ATNS Travel Policy with the appointed car rental service provider from the closest rental location (airport, hotel, or venue).
b. The travel consultant should advise the Traveller on the best time and location for collection and return, considering the Traveller's specific requirements.
c. For international travel, the TMC may offer alternative ground transportation to the Traveller that may include rail, buses, and transfers.
d. The TMC will book transfers in line with the ATNS Travel Policy with the appointed and/or alternative service providers. Transfers can also include bus and coach services.

4.8.10. **Accidents, Damages & Traffic Fines Admin Management**

a. Direct bill-back and payment of accident and damages to car hire companies based on ATNS approval.

b. Traffic fines are to be settled by the driver.
c. For all requests that cannot be booked online directly by the Traveller, an ATNS travel requestor must be able to submit an electronic form/request on the system. The offline request should be submitted for approval.
d. All quotes should be generated by the system; only for regional, international, conference, or event quotes requested offline will be done by the consultants.
e. The Travel Tool System should be able to accommodate the uploading of documents such as, e.g., requisitions, approved memos, travel with purpose, and risk assessment.

4.8.11. **After – Hour & Emergency Services**

a. The TMC must provide a consultant or team of consultants to assist Travellers with after-hours and emergency reservations and changes to travel plans.
b. A dedicated consultant/s must be available to assist VIP/Executive Travellers with after-hours or emergency assistance.
c. After-hours services must be provided from Monday to Friday outside the official hours (17h00 to 7h30) and twenty-four (24) hours on weekends and Public Holidays.
d. A call centre facility or after-hours contact number should be available to all travellers so that when required, unexpected changes to travel plans can be made and emergency bookings attended to.
e. The Travel Management Company must have a standard operating procedure for managing after-hours and emergency services. This must include loading of the changes/bookings on the online booking tool for approval by ATNS or an approved travel requisition within 24 hours.
f. The TMC must apply change fees per booking, or, depending on the volume, management fees may be considered.

4.8.12. **Communication**

a. The TMC may be requested to conduct workshops and training sessions for Travel Bookers of ATNS.
b. All enquiries must be investigated, acknowledged within 24hrs and resolutions within 10 working days.
c. The TMC must ensure sound communication with all stakeholders. Link the business traveller, travel coordinator, travel manager, and Travel Management Company in one smooth, continuous workflow.

4.8.13. Financial Management

a. The TMC must implement the rates negotiated by them and ATNS with travel service providers or the discounted air fares, or the maximum allowable rates established by the National Treasury, where applicable.

b. The TMC will be responsible for managing the service provider accounts. This will include the timely receipt of invoices to be presented to ATNS for payment within the agreed period of 6 months.

c. Forex transactions to be managed by the TMC, and payments are directly billed to ATNS.

d. All service charges must be invoiced separately by the TMC as per National Treasury requirements and not collected against the lodge card as part of the service recovery invoice. Instead, a separate invoice needs to be issued and submitted to ATNS for validation, approval, and processing of payment according to the standard Accounts Payable process.

e. Enable savings on total annual travel expenditure, and this must be reported and proof provided during monthly and quarterly reviews.

f. The TMC will be required to offer a 30-day bill-back account facility to ATNS should a lodge card not be offered. ‘Bill back’ refers to the supplier sending the bill back to the TMC, who, in turn, invoices ATNS for the services rendered.

g. Where pre-payments are required for smaller Bed & Breakfast /Guest House or Conference facilities, these will be processed by the TMC. These are occasionally required at short notice and even for same-day bookings.

h. The TMC must consolidate Travel Supplier bill-back invoices.

i. The TMC will invoice ATNS separately for each service/sector. The invoice should clearly indicate the following:

    i. Unique invoice number
    ii. Name of traveller
    iii. Name of approver
    iv. Name of out-of-policy approver (if applicable).
    v. Cost centre (full budget code) of traveller
    vi. Booking / Trip reference number (and ATNS purchase order once integration has been completed)
    vii. Start and end dates (date sector/service started and ended)
    viii. Fee(s) charged for the service/sector (listed separately, not pooled).
    ix. An invoice from the TMC will be considered valid and will be processed by ATNS for payment if the following conditions are met:

x. The invoice contains all the information stipulated under paragraph "i" above but not limited to.
xi. The sector/service was approved by an authorised ATNS approver.
xii. Detailed third-party invoices are attached (except for air travel)
xiii. The invoice amount does not exceed the amount approved (except for valid additional charges such as fuel and km rates charged by car rental companies or any other charge allowable in terms of the ATNS travel policy).
xiv. All supporting documents uploaded by the traveller/booker are attached to the invoice.
xv. The TMC must ensure that valid invoices are available on the booking tool under the booking for audit purposes.
xvi. Corrections to invoiced amounts must be done by issuing a credit note for the full amount (including fees) of the incorrect invoice and by issuing a new invoice (with a new invoice number).
xvii. Fees must be billed separately as per the National Treasury regulations.
xviii. The TMC may under no circumstances invoice the ATNS more than once for the same service (unless a credit note was issued for the incorrect invoice or invoices). The non-negotiable penalty fee for services/sectors invoiced more than once will be the full amount due for the service/sector (including any fees charged).

4.8.14. **Technology – Online Booking Tool**

a. Only proposals that include an online booking tool that provides the minimum functionality detailed below will be considered.
b. The online booking tool must be customisable to the specific needs of the business to ensure that all travel requests comply with the ATNS travel policy.
c. The tool must employ sufficient access and intrusion security measures and must cater for the assignment of specific access rights to different categories of users.
d. The lodge card issued by ATNS will be used for all online bookings. Where the 3rd party does not accept a lodge card, the TMC must settle and bill ATNS' travel lodge card.
e. The online booking tool must make provision for ATNS to add and remove cost centres and authorised approvers per cost centre as and when needed. ATNS will not be liable for any service rendered unless such service was approved by

a duly authorised ATNS employee (it remains the responsibility of ATNS to ensure that authorisers are correctly captured on the online booking tool).

f. The tool must make provision for ATNS to create policy groups and limits for each service/sector type per policy group.

g. Traveller profiles must be created and amended online by ATNS. Traveller profiles will contain all the information normally required to travel (Full names, ID number, etc.) as well as Contact information to enable the sending of SMSs and e-mails to travellers.

h. The Online Booking Tool must make a provision to integrate with ATNS' financial system.

i. The online booking tool must be able to perform an electronic online reconciliation between the submitted statements and the lodge card report.

j. Policy group applicable to each traveller (which can only be amended by ATNS super-users)

k. The tool must employ approval escalation flows (to be added/amended online by ATNS) for each cost centre as well as for out-of-policy approvals.

l. All local travel (airline tickets, accommodation, car rental, transfers, and parking facilities at airports) can be booked, approved, and amended online. The TMC may not charge a consultant service fee in cases where the online booking tool does not make provision for the booking or amendment of these local services/sectors.

m. The online booking tool must make provision for ATNS to enable and disable cost centres as and when needed.

n. The online booking tool should have approval ability and follow a dynamic organizational structure for the workflow and approval process.

o. The online booking tool must make provision for ATNS to load the approved budget data per cost centre.

p. The following information must be available and visible to the booker and approvers when making an online booking.

Service/sector type	Required information
Flights	Departure/arrival destinations Scheduled departure and arrival dates/times Travel Class (First, Business, Economy) Fare category (Y, Q, K, etc.) Fare (fully inclusive of all charges)

	Change/cancellation penalties Whether the flight is in or out of policy (based on the policy group to which the traveller is assigned) Policy breaches on 7-day advance booking The TMC fee that will be charged for the sector
Accommodation	Detailed location (street address and GPS coordinates) Establishment type (Hotel, B&B, guest house, etc.) Quoted rate (inclusive of all discounts and tourism levy) Type of rate - Room only, Bed and Breakfast, Dinner bed and Breakfast, full board Cancellation rules/penalties Whether the rate is in or out of policy (based on the policy group to which the traveller is assigned) The TMC fee that will be charged for the sector
Rental cars	Group (e.g. EDMR, EDAR) Cancellation rules/penalties Whether the group is in or out of policy (based on the policy group to which the traveller is assigned) The TMC fee that will be charged for the sector
Transfer	Group (standard/luxury / VIP, etc.) Rate Cancellation rules/penalties Whether the group is in or out of policy (based on the policy group to which the traveller is assigned) The TMC fee that will be charged for the sector

4.8.15. **Environmental Requirements**

a. ATNS’ commitment to sustainability must be reflected in the selection of service providers. Service providers are expected to enable sustainable travel by reducing costs, minimising environmental impacts, and prioritising social wellbeing.
b. Service provider to align with ATNS’ sustainability objectives, reflected in the booking tool, which should allow travellers to select environmentally friendly options:
c. Flight options displaying emissions data, enabling travellers to make informed choices that balance cost and environmental impact.

d. Booking application should highlight sustainable alternatives and indicate missed savings or emissions avoided before submission, including but not limited to direct flights, preferred accommodation meeting eco-standards/ certifications (establishments reflecting sustainability), and car-hires with eco-friendly vehicle options being prioritised/recommended to bookers.

4.8.16. **Social Requirements**

a. Service provider to incorporate social considerations into traveller choices, including, but not limited to:
b. Security of destination, including political unrest, aligned with Department of International Relations and Cooperation (DIRCO) advisories.
c. Health risks associated with the destination.
d. Wellbeing options such as nearby hospitals, emergency services, police stations, shops, and public transport recommendations.

4.8.17. **Management Information and Reporting**

a. The TMC must have the capability to consolidate all management information related to travel expenses into a single source document with automated reporting tools.
b. The implementation of an Online Booking Tool to facilitate domestic and international bookings should be required to optimise the services and related fees.
c. All management information and data input must be accurate.
d. The TMC will be required to provide the ATNS with a minimum of three (3) standard monthly reports that are in line with the National Treasury's Cost Containment Instructions reporting template requirements at no cost.
e. The reporting templates can be found on http://www.treasury.gov.za/legislation/pfma/TreasuryInstruction/AccountantGeneral.aspx
f. Reports must be accurate and be provided as per ATNS's specific requirements at the agreed time. Information must be available on a transactional level that reflects detail, including the name of the traveller, date of travel, and spend category (e.g., air travel, shuttle, accommodation).
g. ATNS may request the TMC to provide additional management reports at no cost.
h. Reports must be available in an electronic format, for example, Microsoft Excel.
i. The TMC must have the capability to develop and maintain ATNS customised reports at no cost. Service Level Agreements reports must be provided on the agreed date. It will include, but will not be limited to the following:

4.8.18. **Travel**

a. After-hours Report.
b. Compliments and complaints.
c. Consultant Productivity Report.
d. Long-term accommodation and car rental;
e. Extension of business travel to include leisure.
f. Upgrade of class of travel (air, accommodation, and ground transportation);
g. Bookings outside Travel Policy.
h. No-show report
i. Policy breach/violation report i.e Missed savings and less than 7-day bookings.

4.8.19. **Finance**

a. Reconciliation of commissions/rebates or any volume-driven incentives.
b. A flat file in the required file format for uploading into ATNS's ERP by the second working day of a new month.
c. Creditor's ageing report.
d. Creditor's summary payments.
e. Daily invoices.
f. Reconciled reports for Travel Lodge card statement.
g. No show report.
h. Cancellation report.
i. Receipt delivery report.
j. Monthly Bank Settlement Plan (BSP) Report.
k. Refund Log.
l. Open voucher report, and
m. Aged Open Invoice Analysis.

4.8.20. **Green economy/Carbon Footprint**

a. Service provider to provide carbon footprint reports monthly
b. Emission reporting to be aligned to global standards, e.g., Greenhouse Gas (GHG) Protocol Corporate Standard, the United Kingdom's Department for Environment, Food and Rural Affairs' (DEFRA) emission factors, etc., with each emission factor to be indicated. (See Annexure A of possible emission factors recommended)
c. Reports must include total carbon emissions for travel options chosen (per individual, business unit, and company-wide).
d. Service provider must provide a dashboard platform summarising carbon tracking (e.g., % of bookings using eco-accommodation, % car-hires using eco-friendly options, etc., % direct flights, etc.)

e. The TMC will implement all the necessary processes and programs to ensure that all the data is secure at all times and not accessible by any unauthorised parties. The toolbox shall have at least 12 months workman's guarantee

4.8.21. **Account Management**

a. An Account Management structure should be put in place to respond to the needs and requirements of ATNS and act as a liaison for handling all matters concerning the delivery of services in terms of the contract.
b. The TMC must appoint a dedicated Account or Business Manager who is ultimately responsible for the management of ATNS's account.
c. The necessary processes should be implemented to ensure good quality management and always ensure Traveller satisfaction.
d. A complaint handling procedure must be implemented to manage and record the compliments and complaints of the TMC and other travel service providers.
e. Ensure that the ATNS's Travel Policy is enforced.
f. The Service Level Agreement (SLA) must be managed, and customer satisfaction surveys must be conducted to measure the performance of the TMC.
g. Ensure that workshops/training are provided to Travellers and/or Travel Bookers
h. During reviews, comprehensive reports on the travel spend and the performance in terms of the SLA must be presented

4.8.22. **Value Added Services –**TMC must provide the following value-added services:

a. Destination information for regional and international destinations:
b. Health warnings.
c. Weather forecasts.
d. Places of interest.
e. Visa information.
f. Travel alerts.
g. Location of hotels and restaurants.
h. Information, including the cost of public transport.
i. Rules and procedures of the airports.
j. Business etiquette specific to the country.
k. Airline baggage policy.
l. Supplier updates.
m. Electronic voucher retrieval via web and smartphones.
n. SMS notifications for travel confirmations.
o. Travel audits.
p. Global Travel Risk Management.

q. VIP services for Executives that include, but are not limited to, check-in support.

r. Incorporates social considerations into traveller booking, i.e., security of destination, including political unrest, aligned with DIRCO advisories; health risks associated with the destination; wellbeing options such as nearby hospitals, emergency services, police stations, shops, and public transport recommendations, etc.

s. Supports carbon offsetting programmes, through which travellers can support either by being able to donate to such programmes or gain "sustainability points" based on their avoided emissions in their travel choices

4.8.23. **Cost Management**

a. The National Treasury cost containment initiatives and the ATNS's Travel Policy are enforces a cost savings culture.

b. It is the obligation of the TMC Consultant to advise on the most cost-effective option at all times.

c. The TMC plays a pivotal role in providing high-quality travel-related services that are designed to strike a balance between effective cost management, flexibility, and traveller satisfaction.

d. The TMC should have in-depth knowledge of the relevant supplier(s)' products, to be able to provide the best option and alternatives that are in accordance with ATNS's Travel Policy to ensure that the Traveller reaches his/her destination safely, in reasonable comfort, with minimum disruption, cost effectively and in time to carry out his/her business.

4.8.24. **Quarterly and Annual Travel Reviews**

a. Quarterly reviews are required to be presented by the Travel Management Company on all ATNS travel activity in the previous three-month period. These reviews are comprehensive and presented to ATNS's Travel and Finance teams as part of the performance management reviews based on the service levels.

b. Annual Reviews are also required to be presented to ATNS's Executives.

c. These Travel Reviews will include, without limitation, the following information.

   i. Travel After-hours Report – Quarterly Comparison
   ii. Compliments and complaints.
   iii. Consultant Productivity Report.
   iv. Long-term accommodation and car rental.
   v. Extension of business travel to include leisure.
   vi. Upgrade of class of travel (air, accommodation, and ground transportation).

vii. Bookings outside Travel Policy – Policy violations and missed savings

4.8.25. **Finance –Reconciliation of commissions/rebates or any volume-driven incentives**

a. Creditor's ageing report.
b. Creditor's summary payments.
c. Weekly invoices.
d. Reconciled reports for Travel Lodge card statement.
e. No show report.
f. Cancellation report.
g. Receipt delivery report.
h. Monthly Bank Settlement Plan (BSP) Report.
i. Refund Log.
j. Open voucher report, and
k. Aged Open Invoice Analysis.

4.8.26. **Office Management**

i. The TMC is to ensure high-quality service is delivered at all times to ATNS's travellers. The TMC is required to provide ATNS with highly skilled and qualified human resources of the following roles, but not limited to:

a. Senior Consultants
b. Intermediate Consultants
c. Junior Consultants
d. Travel Manager (Operational)
e. Finance Manager / Branch Accountant
f. Admin Back Office (Creditors / Debtors/Finance Processors)
g. Strategic Account Manager (per hour)
h. System Administrator (General Admin)
i. Visa Consultant
j. Key Account Manager

4.8.27. **Pricing Model -** ATNS requires bidders to propose both transaction fee and management fee pricing models. A separate pricing for the Online Booking tool

a. **Transaction Fee (Annexure A)**

i. Bidders must provide the transaction cost per service rendered per sector. The transaction fee must be a fixed amount per service that is charged only once per sector/service for the duration of the contract. The fee must be linked to the cost involved in delivering the service and not a percentage of the value or cost of the service provided by third-party bidders (except for venue bookings, which are charged as a percentage of the cost).

ii. The Bidder must further indicate the estimated percentage split between Traditional bookings and Online bookings

b. **Management Fees (Annexure A)**

i. The management fee is the total fee per annum that will be charged to ATNS based on the travel volumes. The organisation will pay the fixed fee monthly in arrears for the duration of the contract

c. **OBT and Integration (Annexure B)**

i. Managed Integrated Travel Solution Fixed Management Fee, which must include the full scope of services in Annexure A, to cover at a minimum:

ii. a current integrated travel management system (for ATNS travel bookers to access and do online bookings)

iii. a 24/7 call centre

iv. a dedicated support / Help desk (with the required dedicated resources in Annexure B) to support.

v. Any system set up/ additional enhancements/Development Fees for (Phase 2) ATNS integration of the current integrated travel management system into ATNS ERP system (payment, finance, and HCM) (Profiles and Delegated authority approval flows).

vi. All fees provided must be VAT inclusive.

4.8.28. **Volume Driven Incentives**

a. It is important for bidders to note the following when determining the pricing:

b. National Treasury has negotiated non-commissionable fares and rates with various airline carriers and other service providers.

c. No override commissions earned through ATNS reservations will be paid to the TMCs.

d. An open-book policy will apply, and any commission earned through the ATNS volumes will be reimbursed to ATNS.

e. TMCs are to book these negotiated rates or the best fare available, whichever is the most cost-effective for the institution.

5. Validity Period

5.1. Proposals must remain valid for **120 days** from submission.

5.2. Bidders may request an extension to this validity period in advance, providing reasons and justifications for the additional time required.

5.3. However, ATNS reserves the right to approve or decline such requests in the interest of maintaining the competitiveness, fairness, and transparency of the bidding process.

5.4. Bidders will be notified in writing regarding any matters related to extensions, if and/or when necessary.

6. Correspondence.

6.1. All Clarifications Before Bid Closure

6.1.1. All queries should be directed to:

Specialist: Demand Management
Zanele Mbiza: zanelemb@atns.co.za (cc: tenders@atns.co.za)
Bright Blessie: Brightb@atns.co.za (cc: tenders@atns.co.za)

6.1.2. Insert the reference number and description of tender on the subject line

6.1.3. All written queries and requests for clarification regarding this bid must be submitted using the Form of Questionnaire (**Appendix A**) by latest **06 October 2026** at **17h00 CAT**.

6.1.4. Consolidated responses to the questions/clarities will be provided by latest **13 October 2026** at **17h00** CAT

6.2. Clarifications After Bid Closure

6.2.1. All queries should be directed to:
Specialist: Acquisition Management
Pulane Kakumbi: pulanek@atns.co.za (cc: tenders@atns.co.za)

6.2.2. Insert the reference number and description of tender on the subject line

7. Bid Submission Structure

7.1. The bid must be submitted in **three (3) parcels** either via through online e-Submission (e-Tender) system or manual/physical submission

7.1.1. **Parcel A – Administrative and Mandatory (Phase 1 and 2 Evaluation)**

- **Volume 1A**: General instructions and administrative requirements (*Excluding SBD 3.3 and 6.1*)
- **Phase 1**: Administrative requirements
- **Phase 2**: Mandatory requirements

7.1.2. **Parcel B – Functionality / Technical (Phase 3 and 4 Evaluation)**

- **Phase 3:** Functionality requirements
- **Phase 4:** System Demonstration

7.1.3. **Parcel C – Price and Preference Points for Specific Goals (Phase 5 Evaluation)**

- **SBD 3.3** - Pricing Schedule – (Professional Services)
- **SBD 6.1** - Preference Points Claim Form
- Central Supplier Database (CSD) Report
- Companies and Intellectual Property Commission (CIPC) Documents
- Shareholder Certificates
- ID copies of shareholders
- Valid B-BBEE Certificate or Sworn Affidavit (for EMEs/QSEs)

8. Procedures for Submitting Bids

8.1. **Closing date and time**: **28 October 2026, 14h00 CAT**

8.2. Submissions can be made **online or via hard copy.**

8.2.1. For online submissions: bid submissions must be made via the e-Submission (e-Tender) system

8.2.2. Hard copy submissions: Include **one original, one copy, and one PDF** version on USB.

8.2.3. Hard copies must be submitted to:

ATNS Company Limited
Eastgate Office Park, Block C
South Boulevard Road, Bruma, 2298, South Africa

SECTION B: BID EVALUATION PROCESS

The bid evaluation process for this RFP will be conducted in Four (4) distinct stages as follows:

9. Phase 1: Administrative Requirements

No.	Requirement	Description
9.1.	South African Revenue Services (SARS) Valid Tax Compliance Status PIN Document	Proof of tax compliance demonstrating that the bidder meets SARS requirements. A valid Tax Compliance Status (TCS) PIN issued by SARS. (The pin needs to be valid for the full duration of the validity period. The bidder must submit proof of tax compliance demonstrating that the bidder meets SARS requirements. SARS PIN must remain valid for **the full duration of the validity period** from submission

9.2. **Non-Compliance with Administrative Requirements**

If the Bidder fails to comply with any of the administrative requirements, or if ATNS is unable to verify whether these requirements are met, ATNS reserves the right to:

a) **Reject the bid** and exclude it from further evaluation, or

b) **Accept the bid for evaluation**, subject to the following condition:

- The Bidder must submit any supplementary information within **seven (7) days** to achieve full compliance.
- The supplementary information must strictly address **administrative requirements** and **not be substantive** in nature.

10. Phase 2: Mandatory requirements

10.1. If the bidder fails to comply with any of the below mandatory requirements, ATNS will exclude it from further evaluation

No.	Mandatory Criteria	Proof Required	Conditions/Notes
10.2.	Attendance of compulsory briefing session	"Microsoft Teams" attendance registers and contact details confirmation on Teams chat verification by ATNS	[a] Bidder is required to attend the briefing session; no further proof is required.
10.3.	IATA (International Air Transport Association) certificate/license.	Valid IATA Certificate / Licence Copy of current IATA accreditation (must include IATA numeric code)	[a] Failure to submit a valid and verifiable IATA certificate at the time of bid submission will result in the bidder being deemed non-compliant and may lead to disqualification from further evaluation. [b] ATNS reserves the right to verify the authenticity and status of the IATA accreditation. [c] The bidder is required to submit a valid IATA (International Air Transport Association) certificate/licence as proof of accreditation. The certificate must be current, issued in the name of the bidding entity, and include the IATA numeric code. [d] Where the bidder utilises a third-party IATA licence, the bidder must provide a valid copy of the third-party IATA certificate/licence; and submit a formal, signed agreement between the bidder and the IATA licence holder confirming the arrangement
10.4.	Experience of Key Personnel	Detailed Curriculum Vitae (CVs) for the proposed Key Account Manager, Senior Consultant and Intermediate Consultant clearly indicating roles, responsibilities, employment history, and years of relevant experience. i. One (1) Key Account Manager with a minimum of five (5) years' relevant experience.	**[a]** CVs must clearly demonstrate that each proposed resource meets the minimum experience requirements specified above. **[b]** The experience reflected in the CVs will be used to verify compliance with this mandatory requirement.

No.	Mandatory Criteria	Proof Required	Conditions/Notes
		ii. One (1) Senior Consultant with a minimum of five (5) years' relevant experience. iii. One (1) Intermediate Consultant with a minimum of four (4) years' relevant experience.	[c] Failure to submit CVs for all three (3) proposed key personnel will result in the bid being deemed non-responsive and will not be considered further. [d] ATNS reserves the right to verify the information contained in the submitted CVs.
10.5.	Reference Letters	At least three (3) trade references from other institutions, including contact details. References include duration of contract, size of institution, and indication of performance. The trade references confirm that: The bidder has provided similar (to ATNS scope) travel services to at least one organisation with 1000 or more employees. All three trade references confirm that the service provided was satisfactory. The bidder has at least three years' experience in providing travel management services	[a] Failure to submit the required number of references; demonstrate the required experience and evidence of satisfactory performance confirmation will result in the bidder being deemed non-compliant and may lead to disqualification from further evaluation

11. Phase 3: Functionality

11.1. The minimum qualifying threshold for functionality is 80 points out of 100.

11.2. Any bidder scoring less than 80 points will not be considered for further evaluation.

11.3. Bidders are required to address and respond to all evaluation criteria as outlined.

11.4. Failure to adequately respond to any criterion will result in disqualification.

11.5. In addition, any bidder that scores zero or fails to meet the minimum requirement (80%) in any one or more of the individual evaluation criteria will not be evaluated further, irrespective of the total score achieved.

11.6. Bids that do not cover all required elements of the evaluation criteria will be deemed non-responsive and will not be considered further for evaluation.

No.	Functionality Criteria	Evaluation & Scoring Guidelines (Objective)	Documentary Evidence Required / Notes / Conditions	Points
1	**Travel Management System Capability**	The bidder must demonstrate a fully functional Integrated Travel Management System that supports ATNS travel requirements. **Requirement Elements:** 1. System description and functionality overview. 2. Screenshots demonstrating end-to-end booking processes (air, accommodation and car hire). 3. Workflow showing ATNS Travel Policy compliance controls and approval notifications. 4. Process for managing offline/manual bookings in a single system. 5. Sustainability functionality and reporting features. 6. User guides or process flows for desktop, tablet and mobile access. 7. Process for regional and international travel bookings. **Scoring:** [a] Evidence provided for all 7 elements = **50 Points** [b] Evidence provided for 5–6 elements = **40 Points** [c] Evidence provided for 3–4 elements = **30 Points** [d] Evidence provided for 1–2 elements = **20 Points**	The bidder must submit: I. Detailed system overview and architecture. II. Screenshots showing complete booking workflows for air, hotel/guest house and car hire bookings. III. Screenshots demonstrating approval workflows and policy compliance checks. IV. Process maps and user journey diagrams. V. Evidence of mobile, tablet and desktop accessibility. VI. Sustainability dashboard/report samples. VII. Sample traveller and approver notifications. VIII. User manuals or quick reference guides. IX. Process documents for offline/manual bookings and international travel bookings. **Note:** Screenshots and process documents must clearly identify system functionality and not consist of marketing material only.	**50,00**

No.	Functionality Criteria	Evaluation & Scoring Guidelines (Objective)	Documentary Evidence Required / Notes / Conditions	Points
		[e] No evidence provided = 0 Points		
2	**System Integration, Compliance and Financial Controls**	The bidder must demonstrate the ability to integrate with enterprise systems, enforce compliance controls and manage invoicing processes. **Requirement Elements:** 1. ERP integration methodology and process. 2. Data flow diagrams or process maps. 3. Demonstration of employee, financial and configuration data integration. 4. Invoicing process including controls for accuracy, duplicate prevention, credit note management and SLA adherence. 5. Quality assurance and compliance processes. **Scoring:** [a] Evidence provided for all 5 elements = **25 Points** [b] Evidence provided for 4 elements = **20 Points** [c] Evidence provided for 3 elements = **15 Points** [d] Evidence provided for 2 elements = **10 Points** [e] Evidence provided for 1 element = **5 Points** [f] No evidence provided = **0 Points**	The bidder must submit: I. Integration architecture diagrams. II. ERP integration methodology and implementation approach. III. Data mapping documents. IV. Examples of previous ERP integrations. V. Sample interface specifications/API documentation. VI. Invoicing process flow diagrams. VII. Quality assurance procedures. VIII. Sample invoice, credit note and reconciliation reports. IX. Escalation and compliance management procedures. **Note:** Preference will be given to evidence demonstrating existing integration capability rather than future development plans.	**25,00**

No.	Functionality Criteria	Evaluation & Scoring Guidelines (Objective)	Documentary Evidence Required / Notes / Conditions	Points
3	**Implementation and Service Delivery Capability**	The bidder must demonstrate its ability to implement, transition or hand over services without interruption and provide suitably qualified personnel. **<u>Requirement Elements:</u>** 1. Detailed implementation or transition plan. 2. Project team organogram. 3. Roles and responsibilities of key personnel. 4. Implementation timelines and milestones. 5. Risk management and contingency plans. 6. CVs and experience of Key Account Manager, Senior Consultant and Intermediate Consultant. **Scoring:** [a] Evidence provided for all 6 elements = **25 Points** [b] Evidence provided for 5 elements = **20 Points** [c] Evidence provided for 4 elements = **15 Points** [d] Evidence provided for 3 elements = **10 Points** [e] Evidence provided for 1–2 elements = **5 Points** [f] No evidence provided = **0 Points**	The bidder must submit: I. Detailed implementation and/or transition methodology. II. Project plan with milestones and timelines. III. Governance framework and reporting structure. IV. Change management approach. V. Risk register and contingency plans. VI. Resource allocation plan. VII. Signed CVs of key personnel clearly indicating years of experience, qualifications and relevant travel management experience. VIII. Organogram showing reporting lines and dedicated resources. **<u>Note:</u>** CVs must clearly indicate the resource proposed for the contract and relevant experience supporting similar clients.	**25,00**
TOTAL				**100,00**
Minimum Threshold				**80,00**

12. Phase 4: System Demonstration Evaluation Process

12.1. The Bidder who goes through all the stages, a site visit by the BEC will be conducted at their offices for the demonstration

12.2. Only bidders who successfully meet or exceed the prescribed functionality threshold will be shortlisted and invited to participate in the mandatory demonstration phase evaluation. Participation in the demonstration phase is therefore strictly limited to compliant bidders who have passed the functionality/technical evaluation.

12.3. This phase forms an integral component of the overall functionality assessment and serves to validate, through practical demonstration, the bidder's ability to meet the specified requirements.

12.4. Bidder must obtain 80% of this evaluation phase to proceed to the next evaluation phase.

12.5. Any submission that fails to comprehensively address all stipulated functionality requirements will be deemed non-responsive and will be excluded from further evaluation, including this demonstration phase.

12.6. The information provided will be used both for the initial functionality assessment and as a basis for validation during the demonstration phase.

12.7. The bidder's demonstration must be structured according to the ten (10) demonstration requirements, where each requirement can be evaluated separately and be numbered accordingly.

12.8. Failure to adequately substantiate claims or to successfully demonstrate the required capabilities during the demonstration phase will result in the bidder being disqualified from further consideration.

No.	Demonstration Requirement	Evaluation & Scoring Guidelines	Max Points
12.9.	Online Booking Tool Functionality	The bidder must demonstrate the end-to-end booking process for air travel, accommodation (hotel/guest house) and car hire, including system navigation, booking options, travel policy controls, approval triggers and booking confirmations. [a] Full end-to-end booking functionality demonstrated and aligned to submitted documentation = **10 Points** [b] Functionality not demonstrated = **0 Points**	10,00
12.10.	System Configuration and Policy Compliance	The bidder must demonstrate how the system can be configured to support travel policies, traveller groups, travel categories, cost containment measures, approval hierarchies and booking restrictions. [a] Comprehensive policy configuration and compliance controls demonstrated = **10 Points**	10,00

No.	Demonstration Requirement	Evaluation & Scoring Guidelines	Max Points
		[b] No configuration capability demonstrated = **0 Points**	
12.11.	System Access, Security and User Management	The bidder must demonstrate user access controls, authentication mechanisms, role-based permissions, audit trails and security management processes. [a] Comprehensive security and access controls demonstrated = **10 Points** [b] Functionality not demonstrated = **0 Points**	10,00
12.12.	Traveller Profile and User Administration	The bidder must demonstrate traveller profile creation and maintenance, employee information management, traveller preferences, travel documentation storage and profile synchronization processes. [a] Comprehensive traveller profile management functionality demonstrated = **10 Points** [b] Functionality not demonstrated= **0 Points**	10,00
12.13.	Approval Workflow and Escalation Management	The bidder must demonstrate approval processes, escalation rules, delegated authority functionality, automated notifications and approval audit trails. [a] Full approval workflow and escalation management demonstrated = **10 Points** [b] Functionality not demonstrated = **0 Points**	10,00
12.14.	Offline / Manual Booking Management	The bidder must demonstrate how bookings sourced outside the online booking tool (e.g. guest houses, shuttle services, forex, etc.) are captured, integrated, tracked and reported within the Travel Management System. [a] Complete offline booking integration and visibility demonstrated = **10 Points** [b] Functionality not demonstrated = **0 Points**	10,00
12.15.	Information Visibility and Supporting Documentation	The bidder must demonstrate the information available to travellers, bookers and approvers including booking information, policy alerts, approvals, itineraries, supporting documentation and trip records. [a] Comprehensive visibility and document management functionality demonstrated = **10 Points** [b] Functionality not demonstrated = **0 Points**	10,00
12.16.	Financial Management and Invoicing Capability	The bidder must demonstrate invoice generation, cost allocation, cost centre assignment, reconciliation processes, credit note management and financial reporting functionality. [a] Complete invoicing and financial management functionality demonstrated = **10 Points** [b] Functionality not demonstrated = **0 Points**	10,00

No.	Demonstration Requirement	Evaluation & Scoring Guidelines	Max Points
12.17.	System Integration Capability	The bidder must demonstrate integration capabilities with ERP and related business systems, including employee data, financial data and rules/configuration management. [a] Robust integration capability demonstrated using existing functionality and proven interfaces = **10 Points** [b] Functionality not demonstrated = **0 Points**	10,00
12.18.	Multi-Platform Accessibility and Reporting	The bidder must demonstrate system accessibility via desktop, tablet and mobile devices as well as management reporting, dashboards, sustainability reporting and traveller tracking functionality. [a] Full multi-platform accessibility and reporting capability demonstrated = **10 Points** [b] Functionality not demonstrated = **0 Points**	10,00
			100,00

13. Phase 5: Price and Preference Points for Specific Goals

13.1. The bid will be evaluated using the **90/10-point system**.

Criteria	Means of Verification	Points
Price	Proposed Bid Price	90,00
Preference Points	Specific Goals	10,00
Total Points		**100,00**

13.2. The 90/10 price/preference points system will be applied to the evaluation of responsive tenders up to and including a Rand value of R50’000’000 (all applicable taxes included), whereby the order(s) will be placed with the tenderer(s) scoring the highest total number of adjudication points.

13.3. The formulae to be utilised in calculating points scored for price are as follows:

$$\boldsymbol{Ps = 90\left(1 - \frac{Pt - P\,min}{P\,min}\right)}\text{Pmin}$$

Where

Ps = Points scored for price of tender under consideration
Pt = Price of tender under consideration
Pmin = Price of lowest acceptable tender

13.3.1. The tendered amounts shall be evaluated based on the pricing information provided by bidder in the applicable Standard Bidding Document (SBD) for this bid:

Required Document	Definition	Required Evidence for evaluation
SBD 3.3	PRICING SCHEDULE (Professional Services)	[a] Full completed and signed Standard Bidding Document (SBD 3.3) and any other Price related document as requested in this bid.

13.4. Preference points will be based on the Specific Goal as per below:

The specific goals allocated in terms of this bid	Definition	Required Evidence	Number of points allocated (90/10 system)
51% Black Owned suppliers (Section 2(1)(d)(i) of the PPPFA)	An entity with at least 51% black ownership, which confers both voting rights and economic interest to black people	[a] Central Supplier Database (CSD) Registration Report [b] Companies and Intellectual Property Commission (CIPC) document Documents [c] Shareholder Certificates [d] ID copies of shareholders [e] B-BBEE Certificate or Sworn Affidavit (for EMEs/QSEs)	**5,00**
30% Black Woman Owned Suppliers. (Section 2(1)(d)(i) of the PPPFA)	An entity with at least 30% black woman ownership, which confers both voting rights and economic interest to black people	[a] Central Supplier Database (CSD) Registration Report [b] Companies and Intellectual Property Commission (CIPC) document Documents [c] Shareholder Certificates [d] ID copies of shareholders [e] B-BBEE Certificate or Sworn Affidavit (for EMEs/QSEs)	**5,00**

13.4.1. The Bidder must indicate how they claim points for specific for each preference point system in the provided **SBD 6.1**.

14. Verification of Specific Goals

14.1. Bidders must submit:

14.1.1. CSD Report

14.1.2. CIPC documents

14.1.3. Shareholder certificates

14.1.4. ID copies of shareholders.

14.1.5. B-BBEE certificate or sworn affidavit

15. ATNS Specific Goals

15.1. ATNS evaluates bids based on **Preferential Procurement Regulations, 2022**. Suppliers are required to **claim points** for specific goals in **SBD 6.1**.

SECTION C: TENDER CONDITIONS AND INSTRUCTIONS TO BID

16. Disclaimer

16.1. The Bidder shall bear all costs incurred in connection with the preparation and submission of their 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.

16.2. 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.

17. Contract Terms

17.1. 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. Bidders 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.

17.2. 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.

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

17.4. 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.

18. Cancellation of Procurement Process

18.1. This procurement process can be postponed or cancelled at any stage at the sole discretion of ATNS provided that such cancellation or postponement takes place prior to entering a contract with a specific service provider to which the bid relates.

19. Bid Submission Conditions, Instruction and Evaluation Process/Criteria

19.1. The Bid submission conditions and instructions as well as the evaluation process/criteria have been noted. Non-compliance to any of these will result in a bid being rejected.

20. Negotiation and Contracting

20.1. ATNS have the right to enter negotiation with one or more Bidders regarding any terms and conditions, including price(s), of a proposed contract.

20.2. Under no circumstances will negotiation with any Bidders, including preferred Bidders, constitute an award or promise/ undertaking to award the contract.

20.3. ATNS shall not be obliged to accept the lowest or any bid, offer or proposal.

20.4. A contract will only be deemed to be concluded when reduced to writing in a formal contract and Service Level Agreement (if applicable) signed by the designated responsible person of both parties.

20.5. ATNS also reserves the right to enter one contract with a Bidder for all required functions or into more than one contract with different Bidders for different functions.

21. Reasons for Rejection

21.1. ATNS shall reject a proposal for the award of a contract if the recommended Bidder has committed a proven corrupt or fraudulent act in competing for the particular contract.

21.2. ATNS may disregard the bid of any bidder if that bidder, or any of its directors:

21.2.1. Have abused the SCM system of the ATNS.

21.2.2. Have committed proven fraud or any other improper conduct in relation to such system.

21.2.3. Have failed to perform on any previous contract and the proof exists.

21.2.4. Such actions shall be communicated to the National Treasury.

22. General Conditions of Contract

22.1. The General Conditions of Contract must be accepted.

23. Additional Information Requirements

23.1. During evaluation of the bids, additional information may be requested in writing from Bidders. Replies to such request must be submitted, within 7 working days or as otherwise indicated. Failure to comply, may lead to your bid being disregarded.

23.2. No additional information will be accepted from any individual Bidder without such information having been requested.

24. Confidentiality

24.1. The bid and all information in connection therewith shall be held in strict confidence by Bidders and usage of such information shall be limited to the preparation of the bid. Bidders shall undertake to limit the number of copies of this document.

25. Intellectual Property, Inventions and Copyright

25.1. Copyright of all documentation relating to this contract belongs to the client. The successful Bidder may not disclose any information, documentation, or products to other clients without the written approval of the accounting authority or the delegate.

25.2. This paragraph shall survive termination of this contract.

26. Non-Compliance with Delivery Terms

26.1. As soon as it becomes known to the contractor that he/she will not be able to deliver the services within the delivery period and/or against the quoted price and/or as specified, ATNS must be given immediate written notice to this effect. ATNS reserves the right to implement remedies as provided for in the GCC.

27. Warrants

27.1. The bidder warrants that it can conclude this Agreement to the satisfaction of ATNS.

28. Parties not affected by waiver or breaches

28.1. The waiver (whether express or implied) by any Party of any breach of the terms or conditions of this contract by the other Party shall not prejudice any remedy of the waiving party in respect of any continuing or other breach of the terms and conditions hereof.

28.2. No favour, delay, relaxation or indulgence on the part of any Party in exercising any power or right conferred on such Party in terms of this contract shall operate as a waiver of such power or right nor shall any single or partial exercise of any such power or right under this agreement.

29. Retention

29.1. On termination of this agreement, the bidder shall, on demand hand over all documentation provided as part of the project and all deliverables, etc., without the right of retention, to ATNS.

29.2. No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force and effect unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing, shall also be in writing.

30. Central Supplier Database

30.1. It is a requirement that all suppliers/ services providers to ATNS shall be registered on the National Treasury Central Supplier Database (CSD).

30.2. Bidders are therefore required to register as a supplier on the CSD before submitting a bid. The CSD website can be accessed on the following link: http://ocpo.treasury.gov.za/Pages/default.aspx

30.3. Bidders are therefore required to submit proof of their registration on the CSD, or if not yet registered, provide proof of their application to be registered, with their bid.

30.4. No bid will be awarded, and a contract concluded with a bidder who is not registered on the CSD.

31. Format of Bids

31.1. Bidders must complete all the necessary bid documents and undertakings required in this bid document. Bidders are advised that their proposal should be concise, written in plain English and simply presented.

31.2. If applicable, Bidders are to set out their proposal in the format prescribed hereunder. This means that the proposal must be structured in the parts noted below. Information not submitted in the relevant part, may not be considered for evaluation purposes.

32. SARS Tax Clearance Certificate(S)

32.1. Bidder must ensure compliance with their tax obligations.

32.2. Bidders are required to submit their unique personal identification number (PIN) issued by SARS to enable the organ of state to view the taxpayer's profile and tax status.

32.3. Application for tax compliance status (TCS) or PIN may also be made via e-filing. To use this provision, taxpayers will need to register with SARS as e-filers through the website www.sars.gov.za

32.4. Bidders may also submit a printed TCS together with the bid.

32.5. In bids where consortia/ joint ventures/ sub-contractors are involved; each party must submit a separate proof of TCS/ PIN/ CSD number.

32.6. Where no TCS is available, but the bidder is registered on the Central Supplier Database (CSD), a CSD number must be provided.

32.7. Bids submitted without any one of the above, will be deemed to be non-responsive.

33. Declaration of Interest

33.1. Each party to the bid must complete and return the "Declaration of Interest".

33.2. Bids submitted without a complete and signed Declaration of Interest will be deemed to be non-responsive.

34. Invitation to Bid

34.1. Bidders must complete, sign and return the full "Invitation to Bid" document.

34.2. Bids submitted without a completed and signed Invitation to Bid will be deemed to be non-responsive.

35. Pricing Schedule

35.1. Any budget amount that may be indicated in this document shall be deemed to be a guide only and Bidders are expected to submit a costing that is fair and reasonable.

35.2. All costs related to this assignment are to be allowed for in the pricing schedule and in the formats prescribed and must be returned as part of the submission. Bids submitted without a price or with an incomplete price, will be deemed to be non-responsive.

35.3. A pricing schedule with one of the specified elements (fees and reimbursable costs) omitted from the costing, may be considered non-responsive.

36. Registration On the CSD

36.1. In this part, bidders must submit proof of their registration, or proof that they have applied for registration on the Central Supplier Database. Bids submitted without the required proof, will be deemed to be non-responsive.

37. Registration Certificates and Accreditation with OEMS Or Professional Bodies

37.1. Registration with professional bodies. Bids submitted without proof will be deemed to be non-responsive.

SECTION D: STANDARD BIDDING DOCUMENTS

38. SBD 1: Invitation to Bid - PART A

<table>
<tr><td colspan="8">You Are Hereby Invited to Bid for Requirements of the Air Traffic and Navigation Services SOC Limited (ATNS)</td></tr>
<tr><td>BID NUMBER:</td><td colspan="2">ATNS/RFP03/09/2026/27/BS-TRAVEL MANAGEMENT-Re-Ad</td><td>CLOSING DATE:</td><td>28 October 2026</td><td>CLOSING TIME:</td><td colspan="2">14h00 CAT</td></tr>
<tr><td>DESCRIPTION</td><td colspan="7">Appointment of a Travel Management company to provide travel management services to Air Traffic Navigation Services (ATNS) for a period of five (5) years on an as when required basis</td></tr>
<tr><td colspan="4">BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</td><td colspan="4">TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</td></tr>
<tr><td>CONTACT PERSON</td><td colspan="3">Pulane Kakumbi / Zanele Mbiza / Bright Blessie</td><td colspan="2">CONTACT PERSON</td><td colspan="2"></td></tr>
<tr><td>TELEPHONE NUMBER</td><td colspan="3">011 607 1325</td><td colspan="2">TELEPHONE NUMBER</td><td colspan="2"></td></tr>
<tr><td>FACSIMILE NUMBER</td><td colspan="3"></td><td colspan="2">FACSIMILE NUMBER</td><td colspan="2"></td></tr>
<tr><td>E-MAIL ADDRESS</td><td colspan="3">pulanek@atns.co.za ; zanelemb@atns.co.za; brightb@atns.co.za ; tenders@atns.co.za</td><td colspan="2">E-MAIL ADDRESS</td><td colspan="2"></td></tr>
<tr><td colspan="8">SUPPLIER INFORMATION</td></tr>
<tr><td>NAME OF BIDDER</td><td colspan="7"></td></tr>
<tr><td>POSTAL ADDRESS</td><td colspan="7"></td></tr>
<tr><td>STREET ADDRESS</td><td colspan="7"></td></tr>
<tr><td>TELEPHONE NUMBER</td><td>CODE</td><td></td><td colspan="2">NUMBER</td><td colspan="3"></td></tr>
<tr><td>CELL PHONE NUMBER</td><td colspan="7"></td></tr>
<tr><td>FACSIMILE NUMBER</td><td>CODE</td><td></td><td colspan="2">NUMBER</td><td colspan="3"></td></tr>
<tr><td>E-MAIL ADDRESS</td><td colspan="7"></td></tr>
<tr><td>VAT REGISTRATION NUMBER</td><td colspan="7"></td></tr>
<tr><td>SUPPLIER COMPLIANCE STATUS</td><td>TAX COMPLIANCE SYSTEM PIN:</td><td></td><td>OR</td><td>CENTRAL SUPPLIER DATABASE No:</td><td colspan="3">MAAA</td></tr>
<tr><td>B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE</td><td colspan="2">TICK APPLICABLE BOX]
☐ Yes ☐ No</td><td colspan="2">B-BBEE STATUS LEVEL SWORN AFFIDAVIT</td><td colspan="3">[TICK APPLICABLE BOX]
☐ Yes ☐ No</td></tr>
<tr><td colspan="8">[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]</td></tr>
<tr><td>ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?</td><td colspan="3">☐Yes ☐No
[IF YES ENCLOSE PROOF]</td><td colspan="2">ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?</td><td colspan="2">☐Yes ☐No
[IF YES, ANSWER THE QUESTIONNAIRE BELOW]</td></tr>
<tr><td colspan="8">QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</td></tr>
<tr><td colspan="8">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.</td></tr>
</table>

PART B

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.

1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**

1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

2. TAX COMPLIANCE REQUIREMENTS

2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.

2.2 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.

2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.

2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.

2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.

2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

2.7 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:

…………………………………………...

39. SBD 3.3 – Pricing Schedule (Professional Services)

NAME OF BIDDER: …………………………………… BID NO.: ATNS/RFP03/09/2026/27/BS_TRAVEL MANAGEMENT_Re-Ad

CLOSING TIME 14h00 CAT CLOSING DATE: 28 October 2026

OFFER TO BE VALID FOR 120 DAYS FROM THE CLOSING DATE OF BID.

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY ** (ALL APPLICABLE TAXES INCLUDED)

Volume 1C is submitted under separate cover. Bidders are required to complete the document in full and provide all information and supporting documentation as stipulated therein. Incomplete submissions may be deemed non-responsive.

NOTE: ***The entire pricing schedule must be fully completed (100%) i.e. ALL line items MUST be completed/priced. Failure to comply with this instruction will result in the bid being non-responsive.***

40. SBD 4: Bidder's Disclosure

1. PURPOSE OF THE FORM

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest3 in the enterprise, employed by the state? **YES/NO**

2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State institution

2.2 Do

[3] the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:
…………………………………………………………………………………
…………………………………………………………………………………

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?
YES/NO

2.3.1 If so, furnish particulars:
……………………………………………………………………………….
……………………………………………………………………………….

3. DECLARATION

I, the undersigned, (name)………………………………………………………………….. in submitting the accompanying bid, do hereby make the following statements that I certify to be true and complete in every respect:

3.1 I have read and I understand the contents of this disclosure;

3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium4 will not be construed as collusive bidding.

3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

[4] Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

……………………………… ..……………………………………………
Signature Date

……………………………… ………………………………………………
Position Name of bidder

41. SBD 6.1: Preference Points Claim Form in Terms of the Preferential Procurement Regulations 2022

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022

---

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 **To be completed by the organ of state**

a) The applicable preference point system for this tender is the 90/10 preference point system.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

(a) Price; and

(b) Specific Goals.

1.4 **To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	90
SPECIFIC GOALS	10
Total points for Price and SPECIFIC GOALS	**100**

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

(a) **"tender"** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;

(b) **"price"** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;

(c) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

(d) **"tender for income-generating contracts"** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and

(e) **"the Act"** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1. THE 90/10 PREFERENCE POINT SYSTEMS

A maximum of 80 or 90 points is allocated for price on the following basis:

90/10

$$\boldsymbol{Ps = 90\left(1 - \frac{Pt - P\,min}{P\,min}\right)}$$

Where

Ps	=	Points scored for price of tender under consideration
Pt	=	Price of tender under consideration
Pmin	=	Price of lowest acceptable tender

3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

3.2.1. POINTS AWARDED FOR PRICE

A maximum of 90 points is allocated for price on the following basis:

90/10

$$Ps = 90\left(1 + \frac{Pt - P\,max}{P\,max}\right)$$

Where

Ps	=	Points scored for price of tender under consideration
Pt	=	Price of tender under consideration
Pmax	=	Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

(a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

Table 1: Specific goals for the tender and points claimed are indicated per the table below.

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.

***Note to tenderers: The tenderer must indicate how they claim points for each preference point system.*)**

The specific goals allocated points in terms of this tender	**Number of points allocated (90/10 system) (To be completed by the organ of state)**	**Number of points claimed (90/10 system) (To be completed by the tenderer)**
51% Black Owned suppliers (Section 2(1)(d)(i) of the PPPFA)	5	
30% Black Woman Owned Suppliers. (Section 2(1)(d)(i) of the PPPFA)	5	

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm……………………………………………………………………….

4.4. Company registration number: ………………………………………………………...

4.5. TYPE OF COMPANY/ FIRM

- ϒ Partnership/Joint Venture / Consortium
- ϒ One-person business/sole propriety
- ϒ Close corporation
- ϒ Public Company
- ϒ Personal Liability Company
- ϒ (Pty) Limited
- ϒ Non-Profit Company
- ϒ State Owned Company

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

i) The information furnished is true and correct;

ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

(a) disqualify the person from the tendering process;

(b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

(d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

(e) forward the matter for criminal prosecution, if deemed necessary.

…………………………………………
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME: ……………………………………………………………
DATE: ……………………………………………………………

ADDRESS: ……………………………………………………………

……………………………………………………………

……………………………………………………………
……………………………………………………………

42. Protection of Personal Information (POPIA) Consent

42.1. 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.

42.2. 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.

42.3. 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:

42.3.1. 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;

42.3.2. without prejudice to the generality of the foregoing, ensure that appropriate, reasonable technical and organisational measures shall be taken by it/them to prevent –

42.3.2.1. the unauthorised or unlawful processing of such Personal Information; and

42.3.2.2. the accidental loss or destruction of, or damage to, such Personal Information; and

42.3.2.3. 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.

42.4. 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.

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

42.6. 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.

42.7. 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.

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

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

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

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

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

41.9.2. Object to the processing of the information; Lodge a complaint with the Information Regulator.

	………………………………………
	SIGNATURE(S) OF TENDERER(S)
SURNAME AND NAME:	………………………………………………………
DATE:	………………………………………………………
ADDRESS:	………………………………………………………
	………………………………………………………
	………………………………………………………

42. General Conditions of Contract

TABLE OF CLAUSES

1. Definitions

The following terms shall be interpreted as indicated:

1.1. **“Closing time”** means the date and hour specified in the bidding documents for the receipt of bids.

1.2. **“Contract”** means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

1.3. **“Contract price”** means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.

1.4. **“Corrupt practice”** means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.

1.5. **"Countervailing duties"** are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.

1.6. **“Country of origin”** means the place where the goods were mined,grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

1.7. **“Day”** means calendar day.

1.8. **“Delivery”** means delivery in compliance of the conditions of the contract or order.

1.9. **“Delivery ex stock”** means immediate delivery directly from stock actually on hand.

1.10. **“Delivery into consignees store or to his site”** means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.

1.11. **"Dumping"** occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.

1.12. **”Force majeure”** means an event beyond the control of the supplier and not involving the supplier’s fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

1.13. **“Fraudulent practice”** means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

1.14. **“GCC”** means the General Conditions of Contract.

1.15. **“Goods”** means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

1.16. **“Imported content”** means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.

1.17. **“Local content”** means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.

1.18. **“Manufacture”** means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.

1.19. **“Order”** means an official written order issued for the supply of goods or works or the rendering of a service.

1.20. **“Project site,”** where applicable, means the place indicated in bidding documents.

1.21. **“Purchaser”** means the organization purchasing the goods.

1.22. **“Republic”** means the Republic of South Africa.

1.23. **“SCC”** means the Special Conditions of Contract.

1.24. **“Services”** means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

1.25. **“Written”** or “in writing” means handwritten in ink or any form of electronic or mechanical writing.

2. Application

2.1. These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

2.2. Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.

2.3. Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

3.1. Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.

3.2. With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

4.1. The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

5. **Use of contract documents and information; inspection.**

5.1. The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

5.2. The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause except for purposes of performing the contract.

5.3. Any document, other than the contract itself mentioned in GCC clause shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.

5.4. The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. **Patent rights**

6.1. The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

7. **Performance**

7.1. Within thirty (30) days of receipt of the notification of contract award, security the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

7.2. The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.

7.3. The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

(a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or

(b) a cashier's or certified cheque

7.4. The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. **Inspections, tests and analyses**

8.1. All pre-bidding testing will be for the account of the bidder.

8.2. If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.

8.3. If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

8.4. If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

8.5. Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

8.6. Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

8.7. Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

8.8. The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. **Packing**

9.1. The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2. The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. **Delivery and documents**

10.1. Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.

10.2. Documents to be submitted by the supplier are specified in SCC.

11. **Insurance**

11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.

12. **Transportation**

12.1. Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.

13. **Incidental services**

13.1. The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

(a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;

(b) furnishing of tools required for assembly and/or maintenance of the supplied goods;

(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

(d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and training of the purchaser’s personnel, at the supplier’s plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2. Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. **Spare parts**

14.1. As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

(a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and

(b) in the event of termination of production of the spare parts:

(i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and

(ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. **Warranty**

15.1. The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser’s specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2. This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

15.3. The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

15.4. Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

15.5. If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier’s risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. **Payment**

16.1. The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.

16.2. The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.

16.3. Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

16.4. Payment will be made in Rand unless otherwise stipulated in SCC.

17. **Prices**

17.1. Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser’s request for bid validity extension, as the case may be.

18. **Contract amendments**

18.1. No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

19. **Assignment**

19.1. The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser’s prior written consent.

20. **Subcontracts**

20.1. The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

21. **Delays in the supplier’s performance**

21.1. Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

21.2. If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier’s notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier’s time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3. No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

21.4. The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

21.5. Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

21.6. Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. **Penalties**

22.1. Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

23. **Termination for default**

23.1. The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

(a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;

(b) if the Supplier fails to perform any other obligation(s) under the contract; or

(c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2. In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

23.3. Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

23.4. If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

23.5. Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.

23.6. If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

(i) the name and address of the supplier and / or person restricted by the purchaser;

(ii) the date of commencement of the restriction

(iii) the period of restriction; and

(iv) the reasons for the restriction.

These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

23.7. If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Anti-dumping and countervailing duties and rights

24.1. When, after the date of bid, provisional payments are required, or antidumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a **provisional** payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him

25. **Force Majeure**

25.1. Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

25.2. If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. **Termination for insolvency**

26.1. The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

27. **Settlement of Disputes**

27.1. If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

27.2. If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

27.3. Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

27.4. Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

27.5. Notwithstanding any reference to mediation and/or court proceedings herein,

(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and

(b) the purchaser shall pay the supplier any monies due the supplier.

28. **Limitation of liability**

28.1. Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;

(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. **Governing language**

29.1. The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

30. **Applicable law**

30.1. The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.

31. **Notices**

31.1. Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice

31.2. The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and duties

32.1. A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

32.2. A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

32.3. No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33. National Industrial Participation (NIP) Programme

33.1. The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

34. Prohibition of Restrictive practices

34.1. In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).

34.2. If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

34.3. If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

	………………………………………
	SIGNATURE(S) OF TENDERER(S)
SURNAME AND NAME:	………………………………………………………
DATE:	………………………………………………………
ADDRESS:	………………………………………………………
	………………………………………………………

43. Appendix A-Form Questionnaire

Ref. No: …………………………..
Date : …………………………..

For the Attention of Procurement Specialist

ATNS Company Limited,
Eastgate Office Park, Block C,
South Boulevard Road,
Bruma,
2298
E-Mail: Pulanek@atns.co.za ; Zanelemb@atns.co.za; brightb@atns.co.za ; Tenders@atns.co.za

From (Name of the Bidder: ……………………………………………………………
(Contact Person ……………………………………………………………….

Reference of document of the Bid Document……………………………………………

Title of subject matter in question …………………………………………………………

No.	Paragraph No. Bid Document	Questions

Questionnaire Submission No. _______________