

**REQUEST FOR PROPOSAL OPSC 002/18**

Appointment of a travel and accommodation management company (TAMC) to provide travel and accommodation management services to the OPSC



**Request for Proposal for the appointment of a Travel and Accommodation Management Company (TAMC) to conduct travel and accommodation arrangements for the Office of the Public Service Commission (OPSC) for a period of 36 months**

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**OPSC 002/18**

**Date Issued: [29 June 2018]**

**Compulsory Briefing Session [05 July 2018 at 10:30]**

**Closing date and time: [13 July 2018 at 11:00]**

**Bid Validity Period: 120 days**

**TENDER BOX ADDRESS:**

PUBLIC SERVICE COMMISSION HOUSE

Office Park, Block B

536 Francis Baard Street,

Arcadia.

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travel and accommodation management services to the OPSC

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### **1. INTRODUCTION**

The PSC is an independent institution established in terms of Chapter 10 of the Constitution. It derives its mandate from Sections 195 and 196 of the Constitution, 1996<sup>1</sup>, which set out the values and principles governing public administration which should be promoted by the PSC, as well as the powers and functions of the PSC. The PSC is required by the Constitution to exercise its powers and to perform its functions without fear, favour or prejudice. The Constitution links the PSC's independence firmly with its impartiality and no organ of state may interfere with the functioning of the PSC.

The PSC is vested with custodial oversight responsibilities for the Public Service and monitors, evaluates and investigates public administration practices. It also has the power to issue directions regarding compliance with personnel procedures relating to recruitment, transfers, promotions and dismissals. The PSC is accountable to the National Assembly and must annually report to the National Assembly on its activities and performance, and to Provincial Legislatures on its activities in a province.

### **2. PURPOSE OF THIS REQUEST FOR PROPOSAL (RFP)**

The purpose of this Request for Proposal (RFP) is to solicit proposals from potential bidder(s) for the provision of travel and accommodation services to the OPSC i.e. the making of travel and accommodation bookings.\*

This RFP document details and incorporates, as far as possible, the tasks and responsibilities of the potential bidder required by the OPSC for the provision of traditional/ business travel and accommodation management services to the OPSC (excluding conferencing and events).

This RFP does not constitute an offer to do business with the OPSC, but merely serves as an invitation to bidder(s) to facilitate a requirements-based decision process.

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<sup>1</sup> The Constitution of the Republic of South Africa, 1996 (promulgated by Proclamation No. 108 of 1996).

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### 3. **DEFINITIONS**

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

**After-hours service** refers to an enquiry or travel request that is actioned after normal working hours, i.e. 17h00 to 8h00 on Mondays to Fridays and twenty-four (24) hours on weekends and public holidays.

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

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

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

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

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

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

**gCommerce** refers to the Government's buy-site for transversal contracts.

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

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

**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.

**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.

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

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

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

**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.

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

**Travel Authorisation Form** is the official form utilised by the OPSC reflecting the details and order number of the trip that is approved by the relevant authorising official, i.e. the Approval of Official Travel, Travel Plan and Accommodation form.

**Travel Booker** is the person coordinating travel reservations with the Travel and Accommodation Management Company (TAMC) consultant on behalf of the Traveller, e.g. the personal assistant or secretary or administration officer of the traveller.

**Travel and Accommodation Management Company** or TAMC refers to the Company contracted to provide travel and accommodation management services (Travel Agents).

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

**Value Added Services** are services that enhance or complement the general travel and accommodation management services e.g. Rules and procedures of the airports, sending of SMS's.

**VAT** means Value Added Tax.

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

## **4. LEGISLATIVE FRAMEWORK OF THE BID**

### **4.1. Tax Legislation**

- 4.1.1. Bidder(s) must be compliant when submitting a proposal to the OPSC and remain compliant for the entire contract term with all applicable tax legislation, including but not limited to the Income Tax Act, 1962 (Act No. 58 of 1962) and Value Added Tax Act, 1991 (Act No. 89 of 1991).

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- 4.1.2. It is a condition of this bid that the tax matters of the successful bidder be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.
- 4.1.3. The Tax Compliance status requirements are also applicable to foreign bidders / individuals who wish to submit bids.
- 4.1.4. It is a requirement that bidders grant a written confirmation when submitting this bid that SARS may on an ongoing basis during the tenure of the contract disclose the bidder's tax compliance status and by submitting this bid such confirmation is deemed to have been granted.
- 4.1.5. Bidders are required to be registered on the Central Supplier Database (CSD) and the National Treasury shall verify the bidder's tax compliance status through the CSD.
- 4.1.6. Where Consortia / Joint Ventures / Sub-contractors are involved, each party must be registered on the CSD and their tax compliance status will be verified through the CSD.

### 4.2. **Procurement Legislation**

The OPSC has a detailed evaluation methodology premised on Treasury Regulation 16A3 promulgated under Section 76 of the Public Finance Management Act, 1999 (Act, No. 1 of 1999), the Preferential Procurement Policy Framework Act 2000 (Act, No.5 of 2000) as Amended and the Broad-Based Black Economic Empowerment Act, 2003 (Act, No. 53 of 2003) as Amended.

### 4.3. **Technical Legislation and/or Standards**

Bidder(s) should be cognisant of the legislation and/or standards specifically applicable to the services.

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### 4.4 **Legal Clauses**

Bidders(s) should be cognisant of the Penalty Clauses and Change of Control Clauses applicable to the General Conditions of Contract (GCC).

### 5. **BRIEFING SESSION**

The OPSC will be conducting a compulsory briefing session on a date to be decided upon.

### 6. **TIMELINE OF THE BID PROCESS**

The period of validity of tender and the withdrawal of offers, after the closing date and time is 120 days. The project timeframes of this bid are set out below:

Activity	Due Date
Advertisement of bid on Government e-tender portal and Tender Bulletin	29 June 2018
Compulsory Briefing Session	05 July 2018
Bid closing date and time	13 July 2018 at 11:00
Notice to bidder(s)	The OPSC will endeavour to inform bidders of the outcome of the bid on the OPSC website.

All dates and times in this bid are South African standard time.

Any time or date in this bid is subject to change at the OPSC's discretion. The establishment of a time or date in this bid does not create an obligation on the part of the OPSC to take any action, or create any right in any way for any bidder to demand that any action be taken on the date established. The bidder accepts that, if the OPSC extends the deadline for bid submission for any reason, the requirements of this bid otherwise apply equally to the extended deadline.

### 7. **CONTACT AND COMMUNICATION**

- 7.1. A nominated official of the bidder(s) can make enquiries in writing, to the specified employees at the OPSC, Ms Regina Sibanda via email [Reginas@opsc.gov.za](mailto:Reginas@opsc.gov.za) and/or 012 352 1291, and Ms A Coetzer via email [Adric@opsc.gov.za](mailto:Adric@opsc.gov.za) and/or 012 352 1111



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Bidder(s) must reduce all telephonic enquiries to writing and send to the above email address.

- 7.2. The employees referred to above may communicate with Bidder(s) where clarity is sought in the bid proposal.
- 7.3. Any communication to an employee or a person acting in an advisory capacity for the OPSC in respect of the bid between the closing date and the award of the bid by the Bidder(s) is discouraged.
- 7.4. All communication between the Bidder(s) and the OPSC must be done in writing.
- 7.5. Whilst all due care has been taken in connection with the preparation of this bid, the OPSC makes no representations or warranties that the content of the bid or any information communicated to or provided to Bidder(s) during the bidding process is, or will be, accurate, current or complete. The OPSC, and its employees and advisors will not be liable with respect to any information communicated which may not be accurate, current or complete.
- 7.6. If Bidder(s) finds or reasonably believes it has found any discrepancy, ambiguity, error or inconsistency in this bid or any other information provided by the OPSC (other than minor clerical matters), the Bidder(s) must promptly notify the OPSC in writing of such discrepancy, ambiguity, error or inconsistency in order to afford the OPSC an opportunity to consider what corrective action is necessary (if any).
- 7.7. Any actual discrepancy, ambiguity, error or inconsistency in the bid or any other information provided by the OPSC will, if possible, be corrected and provided to all Bidder(s) without attribution to the Bidder(s) who provided the written notice.
- 7.8. All persons (including Bidder(s)) obtaining or receiving the bid and any other information in connection with the Bid or the Tendering process must keep the contents of the Bid and other such information confidential, and not disclose or use the information except as required for the purpose of developing a proposal in response to this Bid.

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### **8. LATE BIDS**

Bids received after the closing date and time, at the address indicated in the bid documents, will not be accepted for consideration and where practicable, be returned unopened to the Bidder(s). It is the Bidder(s)' responsibility to ensure that proposals that were posted reaches the OPSC in time before the closing of the bid.

### **9. COUNTER CONDITIONS**

Bidders' attention is drawn to the fact that amendments to any of the Bid Conditions or setting of counter conditions by Bidders or qualifying any Bid Conditions will result in the invalidation of such bids.

### **10. FRONTING**

- 10.1. The OPSC supports the spirit of broad based black economic empowerment (BBBEE) and recognizes that real empowerment can only be achieved through individuals and businesses conducting themselves in accordance with the Constitution and in an honest, fair, equitable, transparent and legally compliant manner. Against this background the OPSC condemns any form of fronting.
- 10.2. The OPSC, in ensuring that Bidders conduct themselves in an honest manner will, as part of the bid evaluation processes, conduct or initiate the necessary enquiries/investigations to determine the accuracy of the representation made in bid documents. Should any of the fronting indicators as contained in the Guidelines on Complex Structures and Transactions and Fronting, issued by the Department of Trade and Industry, be established during such enquiry / investigation, the onus will be on the Bidder / contractor to prove that fronting does not exist. Failure to do so within a period of 14 days from date of notification may invalidate the bid / contract and may also result in the restriction of the Bidder /contractor to conduct business with the public sector for a period not exceeding ten years, in addition to any other remedies the OPSC may have against the Bidder / contractor concerned.

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**11. SUPPLIER DUE DILIGENCE**

The OPSC reserves the right to conduct supplier due diligence prior to final award or at any time during the contract period. This may include site visits and requests for additional information.

**12. SUBMISSION OF PROPOSALS**

- 12.1. Bid documents may either be posted to Private Bag X121, Pretoria, 0001 (preferably registered mail) OR placed in the tender box OR couriered to the aforesaid address on or before the closing date and time.
- 12.2. Bid documents will only be considered if received by the OPSC before the closing date and time, regardless of the method used to send or deliver such documents to the OPSC.
- 12.3. The bidder(s) are required to submit one (1) original proposal and four (4) copies with content of each file by the Closing date 13 July 2018 at 11:00. Bidders are requested to initial each page of the tender document on the top right hand corner.

The proposal must be marked correctly for ease of reference during the evaluation process. Furthermore, the proposal must be labelled and submitted in the following format:

EXHIBIT 1	
<b>Exhibit 1:</b> Pre-qualification documents <i>(Refer to Section 17.1 – Phase 1: Pre-qualification Criteria (Table 1))</i>	<b>Exhibit 1:</b> Pricing Schedule <i>(Refer to Section 16 – Pricing Model and Annexure A3 – Pricing Submission)</i>
<b>Exhibit 2:</b> <ul style="list-style-type: none"><li>• Technical Responses and Bidder Compliance Checklist for Technical Evaluation</li><li>• Supporting documents for technical responses.</li></ul>	

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<i>(Refer to Section 17.2 – Phase 2: Technical Evaluation Criteria and Annexure A2 – Desktop Evaluation Technical Scorecard and Compliance Checklist)</i>	
<b>Exhibit 3:</b> <ul style="list-style-type: none"><li>• General Conditions of Contract (GCC)</li><li>• Draft Service Level Agreement <i>(Refer to Section 20 – Service Level Agreement)</i></li></ul>	
<b>Exhibit 4:</b> <ul style="list-style-type: none"><li>• Company Profile</li><li>• Any other supplementary information</li></ul>	

### **13. PRESENTATION / DEMONSTRATION**

The OPSC reserves the right to request presentations/demonstrations not exceeding 20 minutes from the short-listed Bidders as part of the bid evaluation process.

### **14. DURATION OF THE CONTRACT**

The successful bidder will be appointed for a period of 36 (thirty six) months.

### **15. SCOPE OF WORK**

#### **15.1. Background**

The OPSC is currently utilising the services of a travel agent to manage the travel requisition and travel expense processes within the travel and accommodation management lifecycle. The OPSC requires that official travel and accommodation in respect of its members/employees be arranged by the travel agent, with due consideration that the travel and accommodation arrangements will only be for persons

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traveling for official purposes and in the interest of the OPSC. These arrangements will **exclude** requests for conferences/events (Professional Conference Organising).

The travel requisition process is currently a manual process. Travel is requested from the TAMC, a confirmation quotation is sent, the travel booker captures the information on the Approval of Official Travel, Travel Plan and Accommodation form that go through a manual authorisation approval procedure and are then forwarded to the OPSC travel team for reference number. The approved form then goes through to the TAMC for travel documentation and itinerary to be issued and a confirmation SMS send to the traveller (and vouchers etc. emailed to the travel booker and traveller). Currently the OPSC does not have an online booking tool.

The successful bidder will have to provide a bank guarantee of R5 million before appointment will commence.

The OPSC's primary objective in issuing this RFP is to enter into agreement with a successful bidder who will achieve the following:

- a) Provide the OPSC with the travel and accommodation management services that are consistent and reliable and will maintain a high level of traveller satisfaction in line with the service levels;
- b) Achieve significant cost savings for the OPSC without any degradation in the services;
- c) Appropriately contain the OPSC's risk and traveller risk.

### 15.2. **Travel Volumes**

The current OPSC total volumes per annum include air travel, accommodation, car hire, shuttle, etc. The table below details the number of estimated transactions and expenditure for the year 2017 – 2018 as follows:

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<b>Service Category</b>	<b>Estimated Expenditure per annum</b> <b>R</b>
Air travel - Domestic	2 000 000
Air Travel - Regional & International	100 000
Car Rental - Domestic	150 000
Shuttle Services - Domestic	300 000
Accommodation - Domestic	800 000
Accommodation - Regional & International	40 000
Bus/Coach bookings	100 000
Parking	10 000
<b>GRAND TOTAL</b>	<b>3 500 000</b>

Note: These figures are projections based on the current trends and may change during the tenure of the contract. The figures are meant for illustration purposes to assist the bidders to prepare a proposal only.

### 15.3. **Service Requirements**

#### 15.3.1. **General**

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

- a) The travel services will be provided to all travellers travelling on behalf of the OPSC, locally and internationally. This will include employees and contractors, consultants and clients (i.e. officials invited for interviews) where the agreement is that the OPSC is responsible for the arrangement and cost of travel.
- b) Provide after hours and emergency services as stipulated in paragraph 15.3.6.
- c) Familiarisation with the current OPSC travel business processes.

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- d) Familiarisation with current travel suppliers and negotiated agreements that are in place between the OPSC and third parties. Assist with further negotiations for better deals with travel service providers.
- e) Familiarisation with the current OPSC Travel Policy and implementations of controls to ensure compliance.
- f) Penalties incurred as a result of the inefficiency or fault of a travel consultant will be for the TAMC's account (i.e. ADM's), subject to the outcome of a formal dispute process.
- g) Provide a facility for the OPSC to update their travellers' profiles on a continuous basis.
- h) Manage the third party service providers by addressing service failures and complaints against these service providers.
- i) Consolidate all invoices received from travel suppliers.
- j) Provide a detailed transition plan for implementing the service without service interruptions and engage with the incumbent service provider with the project manager to ensure a smooth transition.
- k) Provide the reference letters from at least three (3) contactable existing/recent clients (within past 3 years) which are of a similar size to the OPSC.
- l) It will be an added advantage if the bidder is a member of ASATA (Association of South African Travel Agents). Proof of such membership must be submitted with the bid at closing date and time.

### 15.3.2. **Reservations**

The Travel and Accommodation Management Company will:

- a. Receive travel requests from travellers and/or travel bookers, respond with quotations (confirmations) and availability. Upon the receipt of the relevant approval, the travel agent will issue the required e-tickets and vouchers immediately and send it to the travel booker and traveller via the agreed communication medium which is email and the traveller receives the SMS as well.
- b. Always endeavour to make the most cost effective travel arrangements based on the request from the traveller and/or travel booker.
- c. Apprise themselves of all travel requirements for destinations to which travellers will be travelling and advise the traveller of alternative plans that

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are more cost effective and more convenient where necessary. The travel consultant must ensure that they have obtained all information possible to make cost effective bookings for travellers (e.g. not to book accommodation that is hours' worth of driving away from their area of work).

- 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 prior to or during the traveller's official trip. When necessary, e-tickets and billing shall be modified and reissued to reflect these changes.
- g. Respond timely and process all queries, requests, changes and cancellations timeously and accurately.
- h. Must be able to facilitate group bookings (e.g. meetings and conferences).
- i. Must issue all necessary travel documents, itineraries and vouchers timeously to traveller(s) and travel booker(s) prior to departure dates and times.
- j. Advise the traveller of all visa and inoculation requirements well in advance for international travel.
- k. Assist with the arrangement of foreign currency and the issuing of travel insurance for international trips where required.
- l. Facilitate any and all reservations that are not bookable on the Global Distribution System (GDS).
- m. Note that, unless otherwise stated, all cases include domestic, regional and international travel bookings.
- n. Visa applications will not be the responsibility of the TAMC; however the relevant information must be supplied to the traveller(s) and travel booker(s) where visas will be required.
- o. Negotiated airline fares, accommodation establishment rates, car rental rates, shuttle rates, etc, that are negotiated directly or established by National Treasury or by the OPSC are **non-commissionable**, where commissions are earned for the OPSC bookings all these commissions should be returned to the OPSC on a quarterly basis and should be included in the monthly reporting.



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- p. Ensure confidentiality in respect of all travel arrangements, all information shared and concerning all persons requested by the OPSC.
- q. Timeous submission of proof that services have been satisfactorily delivered (invoices) as per the OPSC's instructions.

### 15.3.3. **Air Travel**

- a. The TAMC must be able to book full service carriers as well as low cost carriers.
- b. The TAMC will book the most cost effective airfares possible for domestic travel.
- c. For international flights, the airline which provides the most cost effective and practical routings may be used.
- d. The TAMC should obtain three or more price comparisons where applicable to present the most cost effective and practical routing to the traveller.
- e. The airline ticket should include the applicable airline agreement number as well as the individual loyalty program number of the traveller (if applicable).
- f. Airline tickets must be delivered electronically (SMS and email format) to the traveller(s) and travel bookers (only email) promptly after booking before the departure times.
- g. The TAMC will be responsible for the tracking and management of unused e-tickets as per agreement with the institution and provide a report on refund management once a quarter.
- h. The TAMC must during their report period provide proof that bookings were made against the discounted rates on the published fairs where applicable.
- i. Ensure that travellers and travel bookers are always informed of any travel news regarding airlines (like baggage policies, checking in arrangements, etc.).
- j. Assist with lounge access if and when required.

### 15.3.4. **Accommodation**

- a. The TAMC will obtain price comparisons within the maximum allowable rate matrix as per the cost containment instruction of the National Treasury and contained in the OPSC Travel Policy.

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- b. The TAMC will obtain three price comparisons from accommodation establishments that provide the best available rate within the maximum allowable rate and that is located as close as possible to the venue or 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 the OPSC's Travel Policy and National Treasury guidelines and instructions.
- d. It is advisable that the OPSC travellers are booked at accommodation establishments with which the OPSC or National Treasury has negotiated corporate rates with. Should there be no rate agreement in place in the destination, or should the contracted establishment be unable to accommodate the traveller, the TAMC will source suitable accommodation bearing in mind the requirement of convenience for the traveller and conformance with acceptable costs, or as stipulated in written directives issued from time to time by the National Treasury or the OPSC. It is further advisable for the TAMC to have a database of accommodation properties in rural areas that are quality assured.
- e. Accommodation vouchers must be issued to all the OPSC travellers and travel bookers for accommodation bookings and must be invoiced to the OPSC as per arrangement. Such invoices must be supported by a copy of the original hotel accommodation charges.
- f. The TAMC must during their report period provide proof, where applicable, that accommodation rates were booked within the maximum allowable rates as per the cost containment instruction of the National Treasury.
- g. Cancellation of accommodation bookings must be done promptly to guard against no shows and late cancellation fees according to the OPSC's cancellation policies. Travel consultants should inform travellers and travel bookers of such cancellation policies.

### 15.3.5. **Car Rental and Shuttle Services**

- a. The TAMC will book the approved category vehicle in accordance with the OPSC Travel Policy and National Treasury guidelines and instructions, with the appointed car rental service provider from the closest rental location (airport, hotel and venue).

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- b. The travel consultant should advise the traveller on the best time and location for collection and return considering the traveller's specific requirements. Travel consultants must advise travellers and travel bookers of collection and delivery fees of rental vehicles.
- c. The TAMC must ensure that relevant information is shared with travellers regarding rental vehicles, like e-tolls, refuelling, keys, rental agreements, damages and accidents, etc.
- d. For international travel, the TAMC may offer alternative ground transportation to the traveller that may include rail, buses and transfers.
- e. The TAMC will book transfers/shuttles in line with the OPSC Travel Policy and National Treasury guidelines and instructions with the appointed and/or alternative service providers. Transfers/shuttles can also include bus and coach services as well as minibus shuttles and train bookings.
- f. The TAMC should manage shuttle companies on behalf of the OPSC and ensure compliance with minimum standards of the industry as well as with the OPSC's procurement policies. The TAMC should also assist in negotiating better rates with relevant shuttle companies.
- g. The TAMC must during their report period provide proof that negotiated rates were booked, where applicable.

### 15.3.6. **After Hours and Emergency Services**

- a. The TAMC 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 hour or emergency assistance.
- c. After hours' services must be provided from Monday to Friday outside the official hours (17h00 to 8h00) 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 TAMC must have a standard operating procedure for managing after hours and emergency services. This must include purchase order generation of the request within 24 hours.

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### **15.4. Communication**

- 15.4.1. The TAMC may be requested to conduct workshops and training sessions for travel bookers of the OPSC. The TAMC may also be requested to assist in conducting travel surveys.
- 15.4.2. All enquiries must be investigated and prompt feedback be provided in accordance with the Service Level Agreement.
- 15.4.3. The TAMC must ensure sound communication with all stakeholders. Link the business traveller, travel coordinator, TAMC in one smooth continuous workflow.

### **15.5. Financial Management**

- 15.5.1. The TAMC must implement the rates negotiated by the OPSC and the National Treasury with travel service providers or the discounted air fares, or the maximum allowable rates established by the National Treasury where applicable.
- 15.5.2. The TAMC will be responsible to manage the service provider accounts. This will include the timely receipt of invoices to be presented to the OPSC for payment within the agreed time period which is 30 days.
- 15.5.3. Enable savings on total annual travel expenditure and this must be reported and proof provided during monthly and quarterly reviews.
- 15.5.4. The TAMC will be required to offer a 30 day account facility to the OPSC for all services provided to the OPSC. A supplier will send the bill to the TAMC, who, in turn, invoices the OPSC for the services rendered.
- 15.5.5. Where pre-payments are required for smaller Bed & Breakfast /Guest House facilities, these will be processed by the TAMC. These are occasionally required at short notice and even for same day bookings.
- 15.5.6. The TAMC is responsible for the consolidation of invoices and supporting documentation to be provided to the Finance section in the OPSC on the agreed time period (e.g. weekly). This includes attaching the Travel Authorisation Form or

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Purchase Order (if applicable) and other supporting documentation to the invoices reflected on the Service provider bill-back report or the credit card statement.

15.5.7. Ensure Travel Supplier accounts are settled timeously.

### 15.6. **Technology, Management Information and Reporting**

15.6.1. The TAMC must have the capability to consolidate all management information related to travel expenses into a single source document with automated reporting tools.

15.6.2. The implementation of an Online Booking Tool to facilitate domestic bookings should be considered to optimise the services and related expenses.

15.6.3. All management information and data input must be accurate.

15.6.4. The TAMC will be required to provide the OPSC 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.

The reporting templates can be found on

<http://www.treasury.gov.za/legislation/pfma/TreasuryInstruction/AccountantGeneral.aspx>

15.6.5. Reports must be accurate and be provided as per the OPSC's specific requirements at the agreed time. Information must be available on a transactional level that reflect detail including the name of the traveller, date of travel, spend category (example air travel, shuttle, accommodation) and other applicable detail, like travel order numbers and costs centres.

15.6.6. The OPSC may request the TAMC to provide additional management reports.

15.6.7. Reports must be available in an electronic format for example Microsoft Excel.

15.6.8. Service Level Agreements reports must be provided on the agreed date. It will include but will not be limited to the following:

i. Travel

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- 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.
- ii. Finance
- a) Reconciliation of commissions/rebates or any volume driven incentives;
  - b) Creditor's ageing report;
  - c) Creditor's summary payments;
  - d) Daily invoices;
  - 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) Open Age Invoice Analysis.

15.6.9. The TAMC 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.

15.6.10. The TAMC must have a detailed plan as backup should communication tools fail for e.g. the GDS, electricity, network, etc., like 3G/4G connectivity, faxing, etc.

### 15.7. **Account Management**

15.7.1. An Account Management structure should be put in place to respond to the needs and requirements of the OPSC and act as a liaison for handling all matters with regard to delivery of services in terms of the contract.

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- 15.7.2. The TAMC must appoint a dedicated Account and Operations (Travel)/Business Manager that is ultimately responsible for the management of the OPSC's account.
- 15.7.3. The necessary processes should be implemented to ensure good quality management and ensuring Traveller satisfaction at all times.
- 15.7.4. A complaint handling procedure must be implemented to manage and record the compliments and complaints of the TAMC and other travel service providers.
- 15.7.5. Ensure that the OPSC's Travel Policy and National Treasury guidelines and instructions are enforced.
- 15.7.6. The Service Level Agreement (SLA) must be managed and customer satisfaction surveys conducted to measure the performance of the TAMC.
- 15.7.7. Ensure that workshops/training is provided to travellers and/or travel bookers.
- 15.7.8. During reviews, comprehensive reports on the travel spend and the performance in terms of the Service Level Agreement must be presented.

### 15.8. **Value Added Services**

The TAMC must provide the following value added services:

- 15.8.1. Destination information for regional and international destinations:
  - i. Health warnings;
  - ii. Road maps and/or directions;
  - iii. Weather forecasts;
  - iv. Places of interest;
  - v. Visa information;
  - vi. Travel alerts;
  - vii. Location of hotels and restaurants;
  - viii. Information including the cost of public transport;
  - ix. Rules and procedures of the airports;
  - x. Business etiquette specific to the country;
  - xi. Airline baggage policy; and

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xii. Supplier updates

15.8.2. Electronic voucher retrieval via web and smart phones;

15.8.3. SMS notifications for travel confirmations;

15.8.4. Travel audits;

15.8.5. Global Travel Risk Management;

15.8.6. VIP services for Executives that include, but is not limited to check-in support and lounge access at airports.

### 15.9. **Cost Management**

15.9.1. The National Treasury cost containment initiative and the OPSC's Travel Policy is establishing a basis for a cost savings culture.

15.9.2. It is the obligation of the TAMC Consultant to advise on the most cost effective option at all times, and costs should be within the framework of the National Treasury's cost containment instructions.

15.9.3. The TAMC plays a pivotal role to provide high quality travel related services that are designed to strike a balance between effective cost management, flexibility and traveller satisfaction.

15.9.4. The TAMC 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 the OPSC'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.

### 15.10. **Quarterly and Annual Travel Reviews**

15.10.1. Quarterly reviews are required to be presented by the TAMC on all the OPSC travel activity in the previous three-month period. These reviews are comprehensive and



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presented to the OPSC's Procurement and Finance teams as part of the performance management reviews based on the service levels.

15.10.2. Annual Reviews are also required to be presented to the OPSC's Senior Executives.

15.10.3. These Travel Reviews will include without limitation the following information:

- i. The reporting requirements in the National Treasury Instruction 4 of 2017/18 (Cost Containment Measures related to Travel & Subsistence);
- ii. Cost savings;
- iii. Refund and credit management;
- iv. Detailed spend per traveller;
- v. Top 10 travellers;
- vi. Travel agency fees (transaction fees);
- vii. Vendor/merchant fees;
- viii. Last minute bookings;
- ix. Afterhours review;
- x. Client feedback and surveys;
- xi. Traveller profile management;

### 15.11. **Office Management**

15.11.1. The TAMC is to ensure high quality service to be delivered at all times to the OPSC's travellers. The TAMC is required to provide the OPSC with highly skilled and qualified human resources of the following roles but not limited to:

- a. Senior and/or VIP 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)

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### **16. PRICING MODEL**

The OPSC requires bidders to propose one (1) pricing model, being the transactional fee model.

#### **16.1 Transaction Fees**

##### **Refer Annexure A3: Pricing Schedule**

16.1.1. The transaction fee must be a fixed amount per service for the whole duration of the contract (inclusive of VAT). 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 service providers.

#### **16.2. Volume driven incentives**

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

- i. National Treasury has negotiated non-commissionable fares and rates with various airlines carriers and other service providers;
- ii. No override commissions earned through the OPSC reservations will be paid to the TAMCs;
- iii. An open book policy will apply and any commissions earned through the OPSC volumes will be reimbursed to the OPSC;
- iv. TAMCs are to book these negotiated rates or the best fare available, whichever is the most cost effective for the institution.

### **17. EVALUATION AND SELECTION CRITERIA**

The OPSC has set minimum standards (Phases) that a bidder needs to meet in order to be evaluated and selected as a successful bidder. The minimum standards consist of the following:

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<b>Pre-qualification Criteria (Phase 1)</b>	<b>Technical Evaluation Criteria (Phase 2)</b>	<b>Price and B-BBEE Evaluation (Phase 3)</b>
Bidders must submit all documents as outlined in paragraph 17.1 (Table 1) below. Only bidders that comply with ALL these criteria will proceed to Phase 2.	Bidder(s) are required to achieve a minimum of 65 points out of 80 points to proceed to Phase 2 (Price and BEE). Presentation will follow for bidders who proceed to Phase 3.	Bidder(s) will be evaluated out of 100 points and Phase 3 will only apply to bidder(s) who have met and exceeded the threshold of 65 out of 80 points with the 20 points allocated for the presentation

**17.1. Phase 1: Pre-qualification Criteria**

Without limiting the generality of the OPSC’s other critical requirements for this Bid, bidder(s) must submit the documents listed in **Table 1** below. All documents must be completed and signed by the duly authorised representative of the prospective bidder(s). During this phase Bidders’ responses will be evaluated based on compliance with the listed administration and mandatory bid requirements. The bidder(s) proposal will be disqualified for non-submission of any of the documents.

**Table 1: Documents that must be submitted for Pre-qualification**

<b>Document that must be submitted</b>	<b>Non-submission may result in disqualification?</b>	
<b>Invitation to Bid – SBD 1</b>	<b>YES/NO</b>	Complete and sign the supplied pro forma document

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<p><b>Tax Status Tax Clearance Certificate – SBD 2</b></p>		<p>i. Written confirmation that SARS may on an ongoing basis during the tenure of the contract disclose the bidder’s tax compliance status. (Refer Section 4.1.4)</p> <p>ii. Proof of Registration on the Central Supplier Database (Refer Section 4.1.5)</p> <p>iii. Vendor number</p> <p>iv. In the event where the Bidder submits a hard copy of the Tax Clearance Certificate, the CSD verification outcome will take precedence.</p>
<p><b>Declaration of Interest – SBD 4</b></p>		<p>Complete and sign the supplied pro forma document</p>
<p><b>Preference Point Claim Form – SBD 6.1</b></p>		<p>Non-submission will lead to a zero (0) score on BBBEE</p>
<p><b>Declaration of Bidder’s Past Supply Chain Management Practices – SBD 8</b></p>		<p>Complete and sign the supplied pro forma document</p>
<p><b>Certificate of Independent Bid Determination – SBD 9</b></p>		<p>Complete and sign the supplied pro forma document</p>
<p><b>Bidder Compliance form for Functional Evaluation</b></p>		<p>Complete and sign</p>
<p><b>Registration on Central Supplier Database (CSD</b></p>		<p>The Travel and Accommodation Management Company (TAMC) must be registered as a service provider on the Central Supplier Database (CSD). If you are not registered proceed to complete the registration of your company prior to submitting your proposal. Visit</p>

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		<p><a href="https://secure.csd.gov.za/">https://secure.csd.gov.za/</a> to obtain your vendor number.</p> <p>Submit proof of registration.</p>
<b>IATA License / Certificate</b>		<p>i. Bidders are required to submit their valid International Air Transport Association (IATA) license/ certificate (certified copy) at closing date.</p> <p>ii. Where a bidding company is using a 3rd party IATA license, proof of the agreement must be attached and copy of the certificate to that effect at closing date.</p>
<b>Pricing Schedule</b>		<p>Submit full details of the pricing proposal as per <b>Annexure A3 in a separate envelope</b></p>

**17.2. Phase 2: Functionality / Technical Evaluation Criteria = 100 points**

All bidders are required to respond to the technical evaluation criteria scorecard and compliance checklist. Refer to **Annexure A2** for detailed information.

Only Bidders that have met the Pre-Qualification Criteria in (Phase 1) will be evaluated in Phase 2 for functionality. Functionality will be evaluated as follows:

- i. Desktop Technical Evaluation – Bidders will be evaluated out of 80 points and are required to achieve minimum **threshold of 65 points** of 80 points in order to proceed to Phase 3 for Price and BBBEE evaluations and the presentation.

As part of due diligence, the OPSC might conduct a site visit at a client of the Bidder (reference) for validation of the services rendered. The choice of site will be at the OPSC’s sole discretion.

The Bidder’s information will be scored according to the following points system:

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<b>Functionality</b>	<b>Maximum Points Achievable</b>	<b>Minimum Threshold</b>
Desktop Technical Evaluation Details found in Annexure A2 – Technical Scorecard	80	65
Presentation and Reference Checks	20	15
<b>OVERALL COMBINED POINTS</b>	<b>100</b>	<b>80</b>

**17.3. Phase 3: Price and BBEE Evaluation (80+20) = 100 points**

Only Bidders that have met the 65 point threshold in Phase 2 will be evaluated in Phase 3 for price and BBEE. Shortlisted bidders will also be required to do a presentation for 20 points, of which a minimum threshold of 10 out of 20 must be scored. Price and BBEE will be evaluated as follows:

In terms of regulation 6 of the Preferential Procurement Regulations pertaining to the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000) as Amended, responsive bids will be adjudicated on the 80/20-preference point system in terms of which points are awarded to bidders on the basis of:

- The bid price (maximum 80 points)
- B-BBEE status level of contributor (maximum 20 points) – certificate to be provided

**i. Stage 1 – Price Evaluation (80 Points)**

<b>Criteria</b>	<b>Points</b>
Price Evaluation  $P_s = 80 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$	80

The following formula will be used to calculate the points for price:

Where

- P<sub>s</sub> = Points scored for comparative price of bid under consideration
- P<sub>t</sub> = Comparative price of bid under consideration
- P<sub>min</sub> = Comparative price of lowest acceptable bid

**ii. Stage 2 – BBEE Evaluation (20 Points)**

**a. BBEE Points allocation**

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A maximum of 20 points may be allocated to a bidder for attaining their B-BBEE status level of contributor in accordance with the table below:

<b>B-BBEE Status Level of Contributor</b>	<b>Number of Points</b>
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

B-BBEE points may be allocated to bidders on submission of the following documentation or evidence:

- A duly completed Preference Point Claim Form: Standard Bidding Document (SBD 6.1); and
- B-BBEE Certificate

**b. Joint Ventures, Consortiums and Trusts**

A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.

A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.

Bidders must submit concrete proof of the existence of joint ventures and/or consortium arrangements. The OPSC will accept signed agreements as acceptable proof of the existence of a joint venture and/or consortium arrangement.

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The joint venture and/or consortium agreements must clearly set out the roles and responsibilities of the Lead Partner and the joint venture and/or consortium party. The agreement must also clearly identify the Lead Partner, who shall be given the power of attorney to bind the other party/parties in respect of matters pertaining to the joint venture and/or consortium arrangement.

### **c. Sub-contracting**

Bidders/ tenderers who want to claim Preference points will have to comply fully with regulations 11(8) and 11(9) of the PPPFA Act with regard to sub-contracting.

The following is an extract from the PPPFA Act:

11(8) "A person must not be awarded points for B-BBEE status level if it is indicated in the tender documents that such a tenderer intends sub- contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a tenderer qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract."

11(9) "A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract."

### **iii. Stage 3 (80 + 20 = 100 points)**

The Price and BBEE points will be consolidated.

## **18. GENERAL CONDITIONS OF CONTRACT**

Any award made to a bidder(s) under this bid is conditional, amongst others, upon –

- a. The bidder(s) accepting the terms and conditions contained in the General Conditions of Contract as the minimum terms and conditions upon which the OPSC is prepared to enter into a contract with the successful Bidder(s).
- b. The bidder submitting the General Conditions of Contract to the OPSC together with its bid, duly signed by an authorised representative of the bidder.



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### **19. CONTRACT PRICE ADJUSTMENT**

Prices will remain fixed for the duration of the contract.

### **20. SERVICE LEVEL AGREEMENT**

20.1. Upon award, the OPSC and the successful bidder will conclude a Service Level Agreement regulating the specific terms and conditions applicable to the services being procured by the OPSC, more or less in the format of the draft Service Level Indicators included in this bid pack.

20.2. The OPSC reserves the right to vary the proposed draft Service Level Indicators during the course of negotiations with a bidder by amending or adding thereto.

20.3. Bidder(s) are requested to:

- a. Comment on draft Service Level Indicators and where necessary, make proposals to the indicators;
- b. Explain each comment and/or amendment; and
- c. Use an easily identifiable colour font or “track changes” for all changes and/or amendments to the Service Level Indicators for ease of reference.

20.4. The OPSC reserves the right to accept or reject any or all amendments or additions proposed by a bidder if such amendments or additions are unacceptable to the OPSC or pose a risk to the OPSC.

### **21. SPECIAL CONDITIONS OF THIS BID**

The OPSC reserves the right:

21.1. To award this bid to a bidder that did not score the highest total number of points, only in accordance with section 2(1)(f) of the PPPFA (Act 5 of 2000).

21.2. To negotiate with one or more preferred bidder(s) identified in the evaluation process, regarding any terms and conditions, including price without offering the same

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opportunity to any other bidder(s) who has not been awarded the status of the preferred bidder(s).

- 21.3. To accept part of a bid rather than the whole bid.
- 21.4. To carry out site inspections (if required), product evaluations or explanatory meetings in order to verify the nature and quality of the services offered by the bidder(s), whether before or after adjudication of the bid.
- 21.5. To correct any mistakes at any stage of the bid that may have been in the bid documents or occurred at any stage of the tender process.
- 21.6. To cancel and/or terminate the bid process at any stage, including after the closing date and/or after presentations have been made, and/or after bids have been evaluated and/or after the preferred bidder(s) have been notified of their status as such.
- 21.7. Award to multiple bidders based either on size or geographic considerations.

**22. THE OPSC REQUIRES BIDDER(S) TO DECLARE**

In the Bidder's Technical response, bidder(s) are required to declare the following:

- 22.1. Confirm that the bidder(s) is to: –
  - a. Act honestly, fairly, and with due skill, care and diligence, in the interests of the OPSC;
  - b. Have and employ effectively, the resources, procedures and appropriate technological systems for the proper performance of the services;
  - c. Act with circumspection and treat the OPSC fairly in a situation of conflicting interests;
  - d. Comply with all applicable statutory or common law requirements applicable to the conduct of business;
  - e. Make adequate disclosures of relevant material information including disclosures of actual or potential own interests, in relation to dealings with the OPSC;
  - f. Avoidance of fraudulent and misleading advertising, canvassing and marketing;

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- g. To conduct their business activities with transparency and consistently uphold the interests and needs of the OPSC as a client before any other consideration; and
- h. To ensure that any information acquired by the bidder(s) from the OPSC will not be used or disclosed unless the written consent of the client has been obtained to do so.

### **23. CONFLICT OF INTEREST, CORRUPTION AND FRAUD**

23.1. The OPSC reserves its right to disqualify any bidder who either itself or any of whose members (save for such members who hold a minority interest in the bidder through shares listed on any recognised stock exchange), indirect members (being any person or entity who indirectly holds at least a 15% interest in the bidder other than in the context of shares listed on a recognised stock exchange), directors or members of senior management, whether in respect of the OPSC or any other government organ or entity and whether from the Republic of South Africa or otherwise ("Government Entity")

- a. engages in any collusive bidding, anti-competitive conduct, or any other similar conduct, including but not limited to any collusion with any other bidder in respect of the subject matter of this bid;
- b. seeks any assistance, other than assistance officially provided by a Government Entity, from any employee, advisor or other representative of a Government Entity in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to a Government Entity;
- c. makes or offers any gift, gratuity, anything of value or other inducement, whether lawful or unlawful, to any of the OPSC's officers, directors, employees, advisors or other representatives;
- d. makes or offers any gift, gratuity, anything of any value or other inducement, to any Government Entity's officers, directors, employees, advisors or other representatives in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to a Government Entity;
- e. accepts anything of value or an inducement that would or may provide financial gain, advantage or benefit in relation to procurement or services provided or to be provided to a Government Entity;
- f. pays or agrees to pay to any person any fee, commission, percentage, brokerage fee, gift or any other consideration, that is contingent upon or results

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from, the award of any tender, contract, right or entitlement which is in any way related to procurement or the rendering of any services to a Government Entity;

- g. has in the past engaged in any matter referred to above; or
- h. has been found guilty in a court of law on charges of fraud and/or forgery, regardless of whether or not a prison term was imposed and despite such bidder, member or director's name not specifically appearing on the List of Tender Defaulters kept at National Treasury.

### **24. MISREPRESENTATION DURING THE LIFECYCLE OF THE CONTRACT**

- 24.1. The bidder should note that the terms of its bid will be incorporated in the proposed contract by reference and that the OPSC relies upon the bidder's bid as a material representation in making an award to a successful bidder and in concluding an agreement with the bidder.
- 24.2. It follows therefore that misrepresentations in a bid may give rise to service termination and a claim by the OPSC against the bidder notwithstanding the conclusion of the Service Level Agreement between the OPSC and the bidder for the provision of the Service in question. In the event of a conflict between the bidder's proposal and the Service Level Agreement concluded between the parties, the Service Level Agreement will prevail.

### **25. PREPARATION COSTS**

The bidder will bear all its costs in preparing, submitting and presenting any response to this bid and all other costs incurred by it throughout the bid process. Furthermore, no statement in this bid will be construed as placing the OPSC, its employees or agents under any obligation whatsoever, including in respect of costs, expenses or losses incurred by the bidder(s) in the preparation of their response to this bid.

### **26. INDEMNITY**

If a bidder breaches the conditions of this bid and, as a result of that breach, the OPSC incurs costs or damages (including, without limitation, the cost of any investigations, procedural impairment, repetition of all or part of the bid process and/or enforcement of intellectual property rights or confidentiality obligations), then the bidder indemnifies and

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holds the OPSC harmless from any and all such costs which the OPSC may incur and for any damages or losses the OPSC may suffer.

### **27. PRECEDENCE**

This document will prevail over any information provided during any briefing session whether oral or written, unless such written information provided, expressly amends this document by reference.

### **28. LIMITATION OF LIABILITY**

A bidder participates in this bid process entirely at its own risk and cost. The OPSC shall not be liable to compensate a bidder on any grounds whatsoever for any costs incurred or any damages suffered as a result of the bidder's participation in this bid process.

### **29. TAX COMPLIANCE**

No bid shall be awarded to a bidder who is not tax compliant. The OPSC reserves the right to withdraw an award made, or cancel a contract concluded with a successful bidder in the event that it is established that such bidder was in fact not tax compliant at the time of the award, or has submitted a fraudulent Tax Clearance Certificate to the OPSC, or whose verification against the CSD proves non-compliant. The OPSC further reserves the right to cancel a contract with a successful bidder in the event that such bidder does not remain tax compliant for the full term of the contract.

### **30. TENDER DEFAULTERS AND RESTRICTED SUPPLIERS**

No bid shall be awarded to a bidder whose name (or any of its members, directors, partners or trustees) appear on the Register of Tender Defaulters kept by National Treasury, or who have been placed on National Treasury's List of Restricted Suppliers. The OPSC reserves the right to withdraw an award, or cancel a contract concluded with a Bidder should it be established, at any time, that a bidder has been blacklisted with National Treasury by another government institution.

### **31. GOVERNING LAW**

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South African law governs this bid and the bid response process. The bidder agrees to submit to the exclusive jurisdiction of the South African courts in any dispute of any kind that may arise out of or in connection with the subject matter of this bid, the bid itself and all processes associated with the bid.

### **32. RESPONSIBILITY FOR SUB-CONTRACTORS AND BIDDER'S PERSONNEL**

A bidder is responsible for ensuring that its personnel (including agents, officers, directors, employees, advisors and other representatives), its sub-contractors (if any) and personnel of its sub-contractors comply with all terms and conditions of this bid. In the event that the OPSC allows a bidder to make use of sub-contractors, such sub-contractors will at all times remain the responsibility of the bidder and the OPSC will not under any circumstances be liable for any losses or damages incurred by or caused by such sub-contractors.

### **33. CONFIDENTIALITY**

Except as may be required by operation of law, by a court or by a regulatory authority having appropriate jurisdiction, no information contained in or relating to this bid or a bidder's tender(s) will be disclosed by any bidder or other person not officially involved with the OPSC's examination and evaluation of a bid.

No part of the bid may be distributed, reproduced, stored or transmitted, in any form or by any means, electronic, photocopying, recording or otherwise, in whole or in part except for the purpose of preparing a bid. This bid and any other documents supplied by the OPSC remain proprietary to the OPSC and must be promptly returned to the OPSC upon request together with all copies, electronic versions, excerpts or summaries thereof or work derived there from.

Throughout this bid process and thereafter, bidder(s) must secure the OPSC's written approval prior to the release of any information that pertains to (i) the potential work or activities to which this bid relates; or (ii) the process which follows this bid. Failure to adhere to this requirement may result in disqualification from the bid process and civil action.

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**34. THE OPSC PROPRIETARY INFORMATION**

The bidder will on their bid cover letter make declaration that they did not have access to any the OPSC proprietary information or any other matter that may have unfairly placed that bidder in a preferential position in relation to any of the other bidder(s).

**35. AVAILABILITY OF FUNDS**

Should funds no longer be available to pay for the execution of the responsibilities of this bid the OPSC may terminate the Agreement at its own discretion or temporarily suspend all or part of the services by notice to the successful bidder who shall immediately make arrangements to stop the performance of the services and minimize further expenditure: Provided that the successful bidder shall thereupon be entitled to payment in full for the services delivered, up to the date of cancellation or suspension.

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