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**Request for proposal for the appointment of two  
(02) Travel Management Companies  
to provide travel management services to the  
Railway Safety Regulator  
for the period of 36 months**

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**RSR/RFP/OCFO/TMC/23/10/03**

**Date Issued: 10 October 2023**

**Closing date and time: 03 November 2023 at  
12:00**

**Bid Validity Period: 90 working days**

**TENDER BOX ADDRESS:**

Reception, Railway Safety Regulator,  
Building 4, Waterfall Point Office Park,  
Cnr. Waterfall and Woodmead Drive,  
Waterfall City, Midrand, 1685, South Africa

**ENQUIRIES:**

Mr. Goitseone Kgwadibana  
email: [goitseonek@rsr.org.za](mailto:goitseonek@rsr.org.za)

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## 1. INTRODUCTION

- 1.1. The Railway Safety Regulator (RSR) was established in terms of the National RSR Act, Act 16 of 2002 (“the Act”) as amended, to establish a national regulatory framework for South Africa and to monitor and enforce safety compliance within the rail sector. The RSR is an agency of the Ministry of Transport and comprises a Board, Chief Executive Officer (appointed by the Minister), Executive Management, and staff.
- 1.2. The primary legislative mandate of the RSR is to oversee and enforce safety performance by all railway operators in South Africa including those of the neighbouring States whose rail operations enter South Africa. Notwithstanding the foregoing, operators are, in terms of the Act, primarily responsible and accountable for ensuring the safety of their railway operations.

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

- 2.1. The purpose of this Request for Proposal (RFP) is to solicit proposals from potential bidder(s) for the provision of travel management services to the RSR.
- 2.2. This RFP document details and incorporates, as far as possible, the tasks and responsibilities of the potential bidder required by the RSR for the provision of travel management services to the RSR.
- 2.3. This RFP does not constitute an offer to do business with the RSR, but merely serves as an invitation to bidder(s) to facilitate a requirements-based decision process.

## 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. 20h01 to 06h59 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 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.

**Lodge Card** is a credit card which is specifically designed purely for business travel expenditure. There is typically one credit card number which is "lodged" with the TMC to which all expenditure is charged.

**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).

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

**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 borders 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 TMC and Government that defines the level of service expected from the TMC.

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

**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 TMC. 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 a RSR official, consultant or contractor travelling on official business on behalf of the RSR.

**Travel Authorisation** is the official form utilised by RSR reflecting the detail and order number of the trip that is approved by the relevant authorising official.

**Travel Booker** is the RSR official coordinating travel reservations with the Travel Officers on behalf of the Traveller.,

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

**Travel Officer/s** is the official of RSR who facilitates travel reservations with the Travel Management Company (TMC) consultants on behalf of the RSR.

**Travel Voucher** means a document issued by the Travel 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 management services e.g. Rules and procedures of the airports.

**VAT** means Value Added Tax.

**VIP or Executive Service** means the specialised and personalised travel management services to selected employees of Government 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 RSR 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).

- 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 RSR 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) and the Broad-Based Black Economic Empowerment Act, 2003 (Act, No. 53 of 2003).

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

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

### **5. BRIEFING SESSION**

- 5.1 A non-compulsory briefing and clarification session will be held on the **16 October 2023 at 10:00** to clarify to bidder(s) the scope and extent of work to be executed. Interested bidders for the online non-compulsory briefing session are required to send their e-mail addresses to [tenders@rsr.org.za](mailto:tenders@rsr.org.za) not later than **12 October June 2023**, at 16:30. Bidders must indicate the tender reference number on the subject

line of the email. RSR will share the invitation on **13 October 2023** for the briefing session to be held on 16 October 2023 via Microsoft Teams.

**5.2 It is highly recommended that bidders attend the briefing session.**

**6 TIMELINE OF THE BID PROCESS**

**6.1** The period of validity of tender and the withdrawal of offers, after the closing date and time is 90 working days. The project timeframes of this bid are set out below:

Activity	Due Date
Advertisement of bid on Government e-tender portal / RSR website	10 October 2023
Non-compulsory briefing and clarification session	16 October 2023 at 10:00
Questions relating to bid from bidder(s)	23 October 2023
Bid closing date	03 November 2023 at 12:00
Notice to bidder(s)	The RSR will endeavour to inform bidders of the progress until conclusion of the tender.

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

**6.3** Any time or date in this bid is subject to change at the RSR's discretion. The establishment of a time or date in this bid does not create an obligation on the part of the RSR 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 RSR extends the deadline for bid submission, 03 November 2023, 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 person, Goitseone Kgwadibana via email [tenders@rsr.org.za](mailto:tenders@rsr.org.za)

**7.2** The delegated office of the RSR may communicate with Bidder(s) where clarity is sought in the bid proposal.



- 7.3** Any communication to an official or a person acting in an advisory capacity for the RSR 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 RSR must be done in writing.
- 7.5** Whilst all due care has been taken in connection with the preparation of this bid, the RSR 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 RSR, and its employees and advisors will not be liable with respect to any information communicated which may not 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 RSR (other than minor clerical matters), the Bidder(s) must promptly notify the RSR in writing of such discrepancy, ambiguity, error or inconsistency in order to afford the RSR 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 RSR 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.

**8 LATE BIDS**

- 8.1** 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).

**9 COUNTER CONDITIONS**

- 9.1** 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 RSR supports the spirit of broad based black economic empowerment 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 RSR condemn any form of fronting.

**10.2** The RSR, 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 Industry and Competition, 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 RSR may have against the Bidder / contractor concerned.

## **11 SUPPLIER DUE DILIGENCE**

**11.1** The RSR 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 placed in the tender box OR couriered to the aforesaid address on or before the closing date and time. The tender box will only be available for the depositing of proposals between 08h00 and 16h30 on weekdays (excluding public holidays).

**12.2** Bid documents will only be considered if received by the RSR before the closing date and time, regardless of the method used to send or deliver such documents to the RSR.

**12.3** The bidder(s) are required to submit **one (01) original bid** and **one (01) USB** with content of the bid file by the 03 November 2023 at 12:00. Each file/envelope and USB must be marked correctly and sealed separately for ease of reference during the evaluation process. Furthermore, the file and information in the USB must be labelled and submitted in the following format:

FILE/ENVELOPE 1 (TECHNICAL FILE)	FILE/ENVELOPE 2 (PRICE)
<p><b>Schedule 1:</b>                      Pre-qualification documents  <i>(Refer to Section 17.1 – Phase 1: Pre-qualification Criteria (Table 2))</i></p>	<p><b>Schedule 1:</b>                      Pricing Schedule  <i>(Refer to Section 16 – Pricing Model and Annexure 1 – Pricing Submission)</i></p>
<p><b>Schedule 2:</b></p> <ul style="list-style-type: none"> <li>• Technical Responses for the functionality evaluation</li> <li>• Supporting documents for technical responses  <i>(Refer to Section 17.2 – Phase 2: Functionality Evaluation Criteria)</i></li> </ul>	
<p><b>Schedule 3:</b></p> <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>	
<p><b>Schedule 4:</b></p> <ul style="list-style-type: none"> <li>• Company Profile</li> <li>• Any other supplementary information</li> </ul>	

**12.4** Bidders are requested to initial each page of the tender document on the space provided at bottom right hand corner.

**13 PRESENTATION / DEMONSTRATION**

The RSR reserves the right to request presentations/demonstrations from the short-listed Bidders as part of the bid evaluation process.

**14 DURATION OF THE CONTRACT**

The two (02) successful (highest scoring) bidders on Phase 4 will be appointed for a period of thirty-six (36) months to be utilised on a rotational basis.

## 15 SCOPE OF WORK

### 15.1 Background

The RSR currently does not have a contracted travel management company. The RSR's primary objective in issuing this RFP is to enter into agreement with two (02) successful (highest scoring) bidders on Phase 4 who will achieve the following:

- a) Provide the RSR 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 for a period of thirty-six (36) months;
- b) Achieve cost savings for the RSR without any degradation in the services;
- c) Appropriately contain the RSR's risk and traveller risk.

### 15.2 Travel Volumes

The current total travel volumes for the RSR per annum include air travel, accommodation, car hire, forex, conference, etc. The table below details the number of transactions for the financial year 2022/2023 as follows:

SERVICE CATEGORY	ESTIMATED NUMBER OF TRANSACTIONS PER ANNUM
1. Air Travel – Domestic	165
2. Air Travel - Regional & International	8
3. Car Rental – Domestic	63
4. Car Rental - Regional & International	1
5. Shuttle Services – Domestic	76
6. Accommodation – Domestic	236
7. Accommodation - Regional & International	8
8. Transfers – Domestic	0
9. Transfers - Regional & International	0
10. Bus/Coach bookings	0
11. Train - Regional & International	0
12. Conferences/Events	36
13. After Hours	0
14. Insurance	8
<b>GRAND TOTAL</b>	<b>436</b>

Note: These actual figures for the financial year 2022/2023 represent the current trends and they may change during the tenure of the contract. The figures are meant for illustration purposes to assist the bidders to prepare their proposal.

### **15.3 Service Requirements**

#### **15.3.1 General**

The successful bidder will be required to provide travel 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 RSR, locally and internationally. This will include employees and contractors, consultants and clients where the agreement is that the RSR is responsible for the arrangement and cost of travel.
- b. Provide travel management services during normal office hours (Monday to Friday 07h00 – 20h00) and provide after hours and emergency services as stipulated in paragraph 15.3.6.
- c. Familiarisation with the current RSR travel business trends.
- d. Familiarisation with the current RSR's approved Travel Policy and Standard Operating Procedures, and implementations of controls to ensure compliance.
- e. 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.
- f. Provide a facility for the RSR to update their travellers' profiles.
- g. Manage the third-party service providers by addressing service failures and complaints against these service providers.
- h. Consolidate all invoices from travel suppliers.
- i. Provide a detailed transition plan for implementing the service without service interruptions and to ensure a smooth transition.
- j. Provide at least three (03) valid reference letters of contactable clients on a client's letterhead for concluded and/or existing contracts within the past five (05) years which are of a similar size or larger to the RSR.
- k. It will be an added advantage if the bidder is a member of ASATA (Association of South African Travel Agents). Proof of such valid membership must be submitted with the bid at the stipulated closing date and time.

### 15.3.2 Reservations

The Travel Management Company will:

- a. receive travel requests from the RSR's Travel Officers, 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.
- b. always endeavour to make the most cost-effective travel arrangements based on the request from the Travel Officers.
- c. apprise themselves of all travel requirements for destinations to which travellers will be travelling and advise the Travel Officer of alternative plans for the Traveller that are more cost effective and more convenient where necessary.
- d. obtain a minimum of three (03) price comparisons for all travel requests where the routing or destination permits.
- e. provide valid reasons where it is impractical to obtain a minimum of three (03) price comparisons for travel requests, approval must be obtained from the delegated official prior to processing the booking and issue the required e-tickets and vouchers.
- f. book the National Treasury negotiated discounted fares and rates where applicable. Also assist with further negotiations for better deals with travel service providers.
- g. 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.**
- h. book parking facilities at the airports where required for the duration of the travel.
- i. respond timely and process all queries, requests, amendments, changes and cancellations timeously and accurately.
- j. must be able to facilitate group bookings (e.g. venues for meetings, conferences, events, etc.)

- k. must issue all necessary travel documents, itineraries and vouchers timeously to traveller(s) prior to departure dates and times.
- l. advise the Traveller of all visa and vaccination requirements well in advance.
- m. assist with the arrangement of foreign currency where required.
- n. assist with issuing of travel insurance for international trips where required.
- o. facilitate any reservations that are not bookable on the Global Distribution System (GDS) or a compatible Travel Operative System.
- p. facilitate the bookings that are generated through their own or third-party Online Booking Tool (OBT) where it can be implemented.
- q. note that, unless otherwise stated, all cases include domestic, regional and international travel bookings.
- r. 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.
- s. Negotiated airline fares, accommodation establishment rates, car rental rates, etc, that are negotiated directly or established by National Treasury or by the RSR are **non-commissionable**, where commissions are earned for the RSR bookings all these commissions should be returned to the RSR on a quarterly basis.
- t. Ensure confidentiality in respect of all travel arrangements and concerning all persons requested by the RSR.
- u. Monthly submission of proof that services have been satisfactorily delivered (invoices) as per the RSR's instructions.

### 15.3.3 Air Travel

- a. The TMC must be able to book full-service carriers as well as low-cost carriers.
- b. The TMC will book the most cost-effective airfares possible for domestic, regional and international travel.
- c. For international flights, the airline which provides the most cost effective and practical routings may be used.
- d. The TMC should obtain three (03) 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/or email format) to the traveller(s) and travel bookers promptly after booking, before the departure times.
- g. 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.
- h. The TMC 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.
- i. The TMC must during their reporting period provide proof that bookings were made against the discounted rates on the published fares where applicable.
- j. Ensure that travellers are always informed of any travel news regarding airlines (like baggage policies, checking in arrangements, etc.)
- k. Assist with lounge access if and when required, in line with the RSR Policy.

#### **15.3.4 Accommodation**

- a. The TMC will obtain price comparisons within the maximum allowable rate matrix as per the cost containment instruction of the National Treasury.
- b. The TMC will obtain three (03) or more 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 RSR's travel policy.
- d. The RSR travellers may only stay at accommodation establishments with which the RSR has negotiated corporate 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 the RSR.

- e. Accommodation vouchers must be issued to all the RSR travellers for accommodation bookings and must be invoiced to the RSR as per arrangement. Such invoices must be supported by a copy of the original hotel accommodation charges.
- f. The TMC 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 show and late cancellation fees.

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

- a. The TMC will book the approved category vehicle in accordance with the RSR Travel Policy with the appointed car rental service provider from the closest rental location (airport, hotel and venue).
- b. The travel consultant should advise the Travel Officer on the best time and location for collection and return considering the Traveller's specific requirements.
- c. The TMC 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 TMC may offer alternative ground transportation to the Traveller that may include rail, buses and transfers.
- e. The TMC will book transfers in line with the RSR Travel Policy with the appointed and/or alternative service providers. Transfers can also include bus and coach services.
- f. The TMC should manage shuttle companies on behalf of the RSR and ensure compliance with minimum standards. The TMC should also assist in negotiating better rates with relevant shuttle companies.
- g. The TMC must during their reporting period provide proof that negotiated rates were booked, where applicable.

### **15.3.6 After Hours and 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 hour or emergency assistance.
- c. After hours' services must be provided from Monday to Friday outside the official hours (20h01 to 06h59) and twenty-four (24) hours on weekends and Public Holidays as defined in these Terms of Reference.
- 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 TMC 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.

### **15.4 Communication**

- 15.4.1 The TMC may be requested to conduct workshops and training sessions for Travel Bookers of the RSR.
- 15.4.2 All enquiries must be investigated, and prompt feedback be provided in accordance with the Service Level Agreement.
- 15.4.3 The TMC must ensure sound communication with all stakeholders. Link the business traveller, travel coordinator, travel management company in one smooth continuous workflow.

### **15.5 Financial and Invoicing Management**

- 15.5.1 The TMC must implement the rates negotiated by 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 TMC will be responsible to manage the service provider accounts. This will include the timely receipt of invoices to be presented to the RSR for payment within the agreed time period.
- 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 TMC will be required to offer a 30-day bill-back account facility to institutions should a lodge card not be offered. 'Bill back', refers to the supplier sending the bill back to the TMC, who, in turn, invoices the RSR for the services rendered.
- 15.5.5 Where the lodge card is not accepted, pre-payments by the TMC will be required for such transactions (e.g.: smaller Bed & Breakfast/Guest House facilities). These are occasionally required at short notice and even for same day bookings.
- 15.5.6 Consolidate Travel Supplier bill-back invoices.
- 15.5.7 The TMC is responsible for the consolidation of invoices and supporting documentation to be provided to the RSR's Finance Department on the agreed time period (e.g.: weekly). This includes attaching the Travel Authorisation and / or Purchase Order and other supporting documentation to the invoices reflected on the service provider bill-back report or the credit card statement.
- 15.5.8 The TMC will invoice the RSR separately for each service or transaction. The invoice should clearly indicate the following:
- Unique invoice number
  - Booking / Trip reference number (and the RSR Travel Authorisation and / or issued Purchase Order number)
  - Name(s) of traveller(s)
  - Cost centre of traveller
  - Start and end dates service(s)
  - Fee(s) charged for the service / sector (listed separately, not pooled).
- 15.5.9 The TMC shall ensure that corrections to invoiced amounts are done by issuing a credit note for the full amount (including fees) of the incorrect invoice and issuing a new corrected invoice (with a new invoice number).
- 15.5.10 The TMC may under no circumstances invoice the RSR more than once for the same service, unless a credit note(s) were issued for the incorrect invoice(s). The non-negotiable penalty fee for service(s) or transaction(s) invoiced more than once will be the full amount due (including any fees charged).

15.5.11 The TMC must submit the correct and valid invoices by e-mail to a central e-mail address that will be provided by the RSR. Each invoice and its supporting documentation required to process the invoice must be sent as a single e-mail with one or more attachments.

15.5.12 Ensure Travel Supplier accounts are settled timeously.

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

15.6.1 The TMC 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 All management information and data input must be accurate.

15.6.3 The TMC will be required to provide the RSR with a minimum of three (03) 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>

15.6.4 Reports must be accurate and be provided as per the RSR'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 (e.g.: air travel, shuttle, accommodation).

15.6.5 The RSR may request the TMC to provide additional management reports.

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

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

### **15.6.7.1. Travel**

- a) After hours' and emergency report;
- b) Compliments and complaints;
- c) Proof of non-availability of all required travel services;
- d) Consultant Productivity report;
- e) Long term accommodation and car rental;

- f) Extension of business travel to include leisure;
- g) Upgrade of class of travel (air, accommodation and ground transportation);
- h) Bookings outside Travel Policy, prior approval must be obtained from the delegated official/s.
- i) No show report
- j) Cancellation report

**15.6.7.2. Finance**

- a) Reconciliation of commissions/rebates or any volume driven incentives;
- b) Creditor's ageing report;
- c) Creditor's summary payments;
- d) List of invoices;
- e) Reconciled reports for Travel Lodge card statement;
- f) Receipt delivery report;
- g) Monthly Bank Settlement Plan (BSP) report;
- h) Refund Log;
- i) Open voucher report, and
- j) Open Age Invoice Analysis.
- k) Accruals and Commitments

**15.6.8.** 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.

**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 RSR and act as a liaison for handling all matters with regard to delivery of services in terms of the contract.

**15.7.2.** The TMC must appoint a dedicated Account or Business Manager that is ultimately responsible for the management of the RSR'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 TMC and other travel service providers.
- 15.7.5. Ensure that the RSR's approved Travel Policy is enforced.
- 15.7.6. The Service Level Agreement (SLA) must be managed, and customer satisfaction surveys conducted to measure the performance of the TMC.
- 15.7.7. Provide workshops/training to Travellers and/or Travel Bookers when required.
- 15.7.8. During reviews, comprehensive reports on the travel spend and the performance in terms of the SLA must be presented.

**15.8. Value Added Services**

The TMC must provide the following value-added services:

- 15.8.1. Destination information for regional and international destinations:
  - i. Health warnings;
  - ii. Weather forecasts;
  - iii. Places of interest;
  - iv. Visa information;
  - v. Travel alerts;
  - vi. Location of hotels and restaurants;
  - vii. Information including the cost of public transport;
  - viii. Rules and procedures of the airports;
  - ix. Business etiquette specific to the country;
  - x. Airline baggage policy; and
  - xi. 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 Board Members, and non-Executive members, the RSR Executives that include, but is not limited to check-in support.

### **15.9. Cost Management**

- 15.9.1.** The National Treasury cost containment initiative and the RSR's approved Travel Policy is establishing a basis for a cost savings culture.
- 15.9.2.** It is the obligation of the TMC 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 TMC 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 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 the RSR's approved 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 TMC on all the RSR travel activities in the previous three-month period. These reviews should be comprehensive and presented to the RSR's Procurement and Finance teams as part of the performance management reviews based on the service levels.
- 15.10.2.** Annual Reviews may be required to be presented to the RSR's Senior Executives.

### **15.11. Office Management**

- 15.11.1.** The TMC to ensure high quality service to be delivered at all times to the RSR's travellers. The TMC is required to provide the RSR with highly skilled and qualified human resources of the following roles but not limited to:
  - a.** 1 x Travel Manager - Operational (Senior Consultant)
  - b.** 3 x Travel Consultants
  - c.** 1 x Accounts Manager
  - d.** 1 x Finance Manager

## **16. PRICING MODEL**

The RSR requires bidders to propose the transactional fee model.

### **16.1. Transaction Fees**

#### **Refer Annexure 1: Pricing Schedule**

16.1.1. The transaction fee must be a fixed amount per service. 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.

**a. Off-site option (Annexure 1)**

### **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 RSR reservations will be paid to the TMCs;
- iii. An open book policy will apply and any commissions earned through the the RSR volumes will be reimbursed to the RSR.
- iv. TMCs 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 RSR 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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Pre-qualification Criteria (Phase 1)	Functionality Evaluation Criteria (Phase 2)	Presentation and System Demonstration Evaluation Criteria (Phase 3)	Price and Specific Goals Evaluation (Phase 4)
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 70 points out of 100 points to proceed to Phase 3 (Presentation and System Demonstration Evaluation).	Bidder(s) are required to achieve a minimum of 70 points out of 100 points to proceed to Phase 4 (Price and Specific goal).	Bidder(s) will be evaluated out of 100 points and Phase 4 will only apply to bidder(s) who have met and exceeded the threshold of 70 points in phase 3.

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

**17.1.1.** Without limiting the generality of the RSR’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 may be disqualified for non-submission of any of the documents.

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

Document that must be submitted	Non-submission may result in disqualification?	
<b>1. Invitation to Bid – SBD 1</b>	<b>YES</b>	Complete and sign the supplied pro forma document
<b>2. Tax Compliance Status Report with pin</b>	<b>NO</b>	A valid SARS issued report
<b>3. Bidder’s Disclosure – SBD 4</b>	<b>YES</b>	Complete and sign the supplied pro forma document
<b>4. Preference Points Claim Form in terms of the Preferential Procurement Regulations 2022 – SBD 6.1</b>	<b>NO</b>	Non-submission will lead to zero (0) points being awarded for Specific Goals

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5. <b>General Conditions of Contract (GCC)</b>	<b>YES</b>	Submit the copy of the GCC that is duly initialled on each page by an authorised representative of the bidder.
6. <b>Registration on Central Supplier Database (CSD)</b>	<b>NO</b>	The Travel Management Company (TMC) must be registered as a service provider on the Central Supplier Database (CSD). In case of Joint Venture / Consortium each party must be registered on the CSD.  If you are not registered proceed to complete the registration of your company prior to submitting your proposal. Visit <a href="https://secure.csd.gov.za/">https://secure.csd.gov.za/</a> to obtain your vendor number. Submit proof of registration.
7. <b>Detailed company profile</b>	<b>NO</b>	The TMCs company should be detailed and clearly indicate the number of years in the industry rendering the similar required services.
8. <b>Copy of Identity Document</b>	<b>YES</b>	a copy/copies for the identity document of the company owner(s)
9. <b>B-BBEE certificate or sworn affidavit</b>	<b>YES</b>	A valid BBBEE certificate or sworn affidavit (on sworn affidavit indicate the day, month and year of the financial year period i.e., 31 March 2022)
10. <b>A valid Joint Venture agreement (if applicable)</b>	<b>YES</b>	Joint Venture agreement must be signed by all parties in case of a Joint Venture / Consortium submission. (if applicable)
11. <b>Valid International Air Transport Association (IATA) Licence / Certificate</b>	<b>YES</b>	a. Bidders are required to submit their valid International Air Transport Association (IATA) licence/ certificate at closing date.  b. Where a bidding company is using a 3rd party IATA licence, proof of the agreement must be attached and copy of the certificate to that effect at closing date.
12. <b>Project Approach and Methodology</b>	<b>YES</b>	Submit a detailed project proposal and methodology as per the Evaluation Criterion No.6
13. <b>Infrastructure (Office space within the borders of South Africa)</b>	<b>YES</b>	For owned Office space, submit a valid rates invoice. For leased Office space, submit valid rental agreements.
14. <b>Pricing Schedule</b>	<b>YES</b>	Submit full details of the pricing proposal as per <b>Annexure 1 in a separate envelope</b>

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

17.2.1. Only Bidders that have met the Pre-Qualification Criteria in phase 1 will be evaluated in phase 2 for functionality. Bidders will be evaluated out of 100 points and are required to achieve minimum threshold of 70 points to be evaluated in phase 3.

**17.2.1.1. Company Experience**

- i. The TMC should have five (05) years' minimum operational experience in providing travel management services. The TMC must submit a detailed company profile outlining the operational experience.
- ii. The TMC must submit at least three (03) valid reference letters of contactable clients on a client's letterhead for concluded and/or existing contracts to support the number of years and to prove that they have successfully performed, or they have been providing similar services from its previous and or current verifiable clients.
- iii. Reference letter/s should include contacts details for verification purposes.
- iv. Failure to submit valid reference letters will result in no points being awarded.
- v. No points will be awarded for submitted Purchase Orders or Appointment Letters and / or a list/table indicating relevant travel management services projects, TMCs are discouraged from submitting such.
- vi. The RSR reserves the right to contact the references to confirm the validity of information of the letters provided. No points shall be awarded for letters which the RSR cannot verify/validate.
- vii. In addition, as part of due diligence, the RSR may conduct a site visit at a client of the TMC (reference) for validation of the services rendered. The choice of site will be at the RSR's sole discretion.

**17.2.1.2. Accounts Manager's Experience & Qualification**

- i. The Accounts Manager should have minimum experience of seven (07) years in travel management industry.
- ii. The Accounts Manager should have a minimum of a NQF level 7 tertiary qualification in accounting, finance, hospitality, travel and tourism sector or related sector or equivalent.
- iii. A comprehensive CV including certified copies of ID and qualifications should be submitted with the proposal. Please use the attached CV Template (Annexure 2)
- iv. The RSR reserves the right to verify and confirm the validity of the information provided. No points shall be awarded for the information which the RSR cannot verify/validate.

**17.2.1.3. Travel Manager - Operational (Senior Consultant) x 1  
Experience & Qualification**

- i. The Travel Manager - Operational (Senior Consultant) should have a minimum of five (05) years' experience, in the travel management industry.
- ii. The Accounts Manager should have a minimum of a NQF level 6 tertiary qualification in the hospitality, travel and tourism sector or related sector or equivalent.
- iii. A comprehensive CV including certified copies of ID and qualifications should be submitted with the proposal.
- iv. The RSR reserves the right to verify and confirm the validity of the information provided. No points shall be awarded for the information which the RSR cannot verify/validate.

**17.2.1.4. Travel Consultants x 3 Experience & Qualification**

**15.6.7.1** The Travel Consultants should have a minimum of three (03) years' experience each, in the travel management industry.

**15.6.7.2** A minimum of three (03) travel management consultants indicated above, should each have a minimum of a NQF level 4 - senior certificate (Matric) qualification in the hospitality, travel and tourism sector or related sector or equivalent.

**15.6.7.3** A comprehensive CV including certified copies of ID and qualifications should be submitted with the proposal.

**15.6.7.4** The RSR reserves the right to verify and confirm the validity of the information provided. No points shall be awarded for the information which the RSR cannot verify/validate.

**17.2.1.5. Registration with relevant body**

- i. TMCs should provide a valid proof of membership with the International Air Transport Association (IATA).
- ii. TMCs may provide a valid proof of membership with the Association of South African Travel Agents (ASATA). ASATA membership will be an added advantage.
- iii. The RSR reserves the right to verify and confirm the validity of the information provided. No points shall be awarded for the information which the RSR cannot verify/validate.

**17.2.1.6. Project Approach and Methodology**

- i. The TMC to indicate what procedures will be used to execute the travel management services or project.
- ii. Project plan with final outputs and identified timeframes.
- iii. The TMC should show the efficiency in which the travel management services will be handled.
- iv. The TMC should show the efficiency in which urgent, emergency and after-hours travel management services will be handled.

The Bidder's information will be scored according to the following points system under the functionality:

Criteria	Breakdown	Weight
<p><b>1. Company Experience</b></p> <p>a) A minimum of five (05) years' experience in providing travel management services as a registered TMC, based on the detailed company profile and company registration documents.</p> <p><b>NB: No points shall be awarded if BOTH the company registration and company profile document are not submitted.</b></p> <p>b) Provide the valid reference letters of contactable clients on a client's letterhead from for concluded and/or existing contracts (within 5 years) <b>(one reference letter is equal to 2 points)</b></p>	<p><b>Experience</b></p> <ul style="list-style-type: none"> <li>• Less than 5 years = 0 points</li> <li>• 5 years = 1 points</li> <li>• Above 5 up to 6 years = 2 points</li> <li>• Above 6 up to 7 years = 3 points</li> <li>• Above 7 up to 8 years = 4 points</li> <li>• Above 8 years = 5 points</li> </ul> <p><b>Reference Letters</b></p> <ul style="list-style-type: none"> <li>• No or invalid reference letter = 0 points</li> <li>• One (01) reference letter = 2 points</li> <li>• Two (02) reference letters = 4 points</li> <li>• Three (03) reference letters = 6 points</li> <li>• Four (04) reference letters = 8 points</li> <li>• Five (05) or more reference letters = 10 points</li> </ul>	<p><b>15</b></p>
<p><b>2. Accounts Manager Experience &amp; Qualification</b></p> <p>The bidder will be awarded no points for failure to attach the CV and copies of ID and qualifications for the proposed Accounts Manager.</p>	<p><b>Experience</b></p> <ul style="list-style-type: none"> <li>• Less than 7 years = 0 points</li> <li>• 7 years = 2 points</li> <li>• Above 7 up to 9 years = 4 points</li> <li>• Above 9 years = 6 points</li> </ul> <p><b>Qualification</b></p> <ul style="list-style-type: none"> <li>• Below NQF level 7 or no qualification = 0 points</li> </ul>	<p><b>10</b></p>

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Criteria	Breakdown	Weight
	<ul style="list-style-type: none"> <li>NQF level 7 or higher SAQA accredited tertiary qualification or above in accounting, finance, in the hospitality, travel and tourism sector or related sector or equivalent = 4 points</li> </ul>	
<p><b>3. Travel Manager - Operational (Senior Consultant) Experience &amp; Qualification</b></p> <p>The bidder will be awarded no points for failure to attach the CV and copies of ID and qualifications for the proposed Travel Manager - Operational (Senior Consultant)</p>	<p><b>Experience</b></p> <ul style="list-style-type: none"> <li>Less than 5 years = 0 points</li> <li>5 years = 3 points</li> <li>Above 5 up to 7 years = 7 points</li> <li>Above 7 years = 10 points</li> </ul> <p><b>Qualification</b></p> <ul style="list-style-type: none"> <li>Below NQF level 6 or no qualification = 0 points</li> <li>NQF level 6 or higher SAQA accredited tertiary qualification or above in the hospitality, travel and tourism sector or related sector or equivalent = 5 points</li> </ul>	<b>15</b>
<p><b>4. Travel Consultants Experience &amp; Qualification (03)</b></p> <p>The bidder will be awarded no points for failure to attach the CVs and copies of ID and qualifications for the proposed Travel Consultants.</p> <p><b>(Points for each travel consultants scored under this criterion will be averaged)</b></p>	<p><b>Experience</b></p> <ul style="list-style-type: none"> <li>Less than 3 years = 0 points</li> <li>3 years = 3 points</li> <li>Above 3 up to 5 years = 7 points</li> <li>Above 5 years = 10 points</li> </ul> <p><b>Qualification</b></p> <ul style="list-style-type: none"> <li>No Grade 12 or equivalent = 0 points</li> <li>Grade 12 or equivalent = 3 points</li> <li>NQF level 5 or higher SAQA accredited tertiary qualification or above in the hospitality, travel and tourism sector or related sector or equivalent = 5 points</li> </ul>	<b>15</b>
<p><b>5. ASATA member certificate (Association of South African Travel Agents)</b></p>	<ul style="list-style-type: none"> <li>No or invalid ASATA membership certificate = 0 points</li> <li>A valid ASATA membership certificate = 5 points</li> </ul>	<b>5</b>

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Criteria	Breakdown	Weight
<p><b>6. Project Approach and Methodology</b></p> <p>TMCs are expected to submit an organised well-written proposal (project plan and methodology in achieving the project goal).</p> <p>It must contain at least the following:</p> <p><b>Table of Contents:</b></p> <p><b>Executive Summary:</b></p> <p><b>Approach:</b></p> <p>Detailed approach the bidder feels best to deliver the intended services for the Project with identification of tasks, for each of the activities.</p>	<p><b>The scoring of the approach will be as detailed hereunder:</b></p> <p><u>Methodology to be adopted when rendering travel management services</u></p> <p>Travel Management services knowledge (<b>4 points</b>), informative appropriateness of proposed approach/s (<b>3 points</b>) and how the services will be implemented (<b>3 points</b>) = max. 10 points</p> <p><u>Project implementation schedule, Risks and Risk Management proposal</u></p> <p>Identification of tasks (<b>3 points</b>), and defining a plan roll out with regards to assigned resources (<b>3 points</b>) Adequacy of understanding of program risks associated with travel management services (<b>3 points</b>) and appropriateness of mitigation options (<b>3 points</b>) = max. 12 points</p> <p><u>Quality Assurance and quarterly reporting</u></p> <p>Appropriateness of Project Manager to compile quarterly reports, adhere to adequacy of reporting (<b>3 points</b>) and appropriateness of reporting through a clear quality assurance process (<b>3 points</b>) = max. 6 points</p> <p><u>Understanding of sectoral challenges</u></p> <p>Familiarity with the sectoral challenges related to travel management services (include a short summary, not more than two pages, of your understanding of the challenges that this RFP seeks to address) = max. 6 points</p> <p><u>Urgent, Emergency and After-Hours services</u></p> <p>Realistic approach to render services during emergencies, at short notice, after hours. = max. 6 points</p>	<p><b>40</b></p>

**NB:** Only bidders who obtain a total of at least 70 points under the functionality evaluation will be considered for further evaluation (phase 3).

**17.3. Phase 3: Presentation and System Demonstration Evaluation Criteria = 100 points**

**17.3.1.** Only Bidders that have met the minimum threshold of 70 points in phase 2 will be evaluated in phase 3 for functionality. Bidders will be evaluated out of 100 points on presentation and system demonstration and are required to achieve minimum threshold of 70 points to be evaluated in phase 4.

**17.3.2. Infrastructure**

Service providers should demonstrate the ability to provide travel management services to the RSR and that includes the following:

- i. Appropriate office space / premises – the address should be the same as paragraph 17.1.1. Table 1 (13).
- ii. A compatible Travel operative system.
- iii. A compatible software package that will be used for bookings, travel spent, invoicing, drawing management reports monthly, quarterly and annually.
- iv. Capability to have a fully functional system for urgent, emergency and after-hours requests, that issues out tickets and vouchers and emergency services to the RSR.

The Bidder's information will be scored according to the following points system under the presentation and system demonstration:



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Criteria	Breakdown	Weight
<p><b>1. Online booking tool</b></p>	<ul style="list-style-type: none"> <li>• Own or Third party online booking tool available that is fully customisable to the RSR requirements at no cost to the RSR = 25 points</li> <li>• Own or Third party Online booking tool that can be customised to the RSR requirements - initial setup at a cost to the RSR, but subsequent changes free of charge = 15 points</li> <li>• Own or Third party online booking tool that can be customised to the RSR requirements - each change will be at a cost to the RSR = 10 points</li> <li>• Own or Third-party online booking tool that cannot be customised to the RSR requirements = 0 points</li> </ul>	<b>25</b>
<p><b>2. Presentation on how the TMC will deliver on the following service requirements as stated in Section 15 above;</b></p> <p><b>15.3.2. Reservations</b></p> <p><b>15.3.3. Air travel</b></p> <p><b>15.3.4. Accommodation</b></p> <p><b>15.3.5. Car rental and Shuttle services</b></p> <p><b>15.3.6. After hours and Emergency services</b></p> <p><b>15.4. Communication</b></p> <p><b>15.5. Financial and Invoicing Management</b></p> <p><b>15.6. Technology, Management Information and Reporting</b></p> <p><b>15.7. Account management</b></p>	<ul style="list-style-type: none"> <li>• Excellent coverage of the service requirements = 20 points</li> <li>• Good coverage of the service requirements = 15 points</li> <li>• Fair coverage of the service requirements = 10 points</li> <li>• Poor coverage of the service requirements = 05 points</li> </ul>	<b>20</b>

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Criteria	Breakdown	Weight
<b>15.8. Value Added Services</b> <b>15.9. Cost Management</b>		
<b>3. Infrastructure - office space and other resources</b>	<ul style="list-style-type: none"> <li>• Owned Office space (valid rates invoice) or Leased Office space (valid rental agreements) = 15 points</li> <li>• The following minimum resources and capabilities must be on site in the fully functional office space of TMC:               <ul style="list-style-type: none"> <li>a. Computers / laptops</li> <li>b. Communication tools -Telephones and mobile telephones</li> <li>c. Printers and scanners</li> <li>d. Power (electricity) backup during loadshedding</li> <li>e. Reliable connectivity</li> </ul>               = 10 points             </li> <li>• A Dedicated Team i.e.; relevant human resources = 5 points</li> </ul>	<b>30</b>

Criteria	Breakdown	Weight
<p><b>4. Demonstration of a compatible software package that will be used for the following minimum requirements:</b></p> <p><b>a. bookings,</b></p> <p><b>b. travel spent,</b></p> <p><b>c. invoicing,</b></p> <p><b>d. drawing management reports monthly,</b></p> <p><b>e. drawing management reports quarterly and</b></p> <p><b>f. drawing management reports annually</b></p>	<ul style="list-style-type: none"> <li>• The software package is in place to ensure 100% compliance with the RSR requirements = 25 points</li> <li>• At least four (05) service requirements are met, but the TMCs will be able to customise their software package in order to meet all requirements = 15 points</li> <li>• At least four (04) requirements are met, but the TMC will be able to customise their software package in order to meet all requirements = 10 points</li> <li>• At least four (04) requirements are met and the TMC will not be able to customise their software package in order to meet all the requirements = 0 points</li> </ul>	<b>25</b>

NB: Only bidders who obtain a total of at least **70 points** under the functionality and presentation and system demonstration evaluation will be considered for further evaluation.

**17.4. Phase 4: Price and Specific Goal Evaluation (80 + 20) = 100 points**

**17.4.1.** Only bidders who score 70 points or more in Phase 03 above will be considered for the price and points evaluation.

**17.4.2.** The price quotations will be evaluated in accordance with the prescripts of the Preferential Procurement Policy Framework Act (PPPFA) and its regulations, in particular Preference Procurement Regulation 2022 which stipulate 80/20 preference point system for acquisition of goods or services with Rand value equal to or below R50 million (inclusive of all applicable tax).

**17.4.3.** A maximum of 80 points for price and 20 points for the specific goal specified on the request for proposal may be awarded to a TMC.

**17.4.4.** Points for the specific goal will be awarded as specified on the table below:

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 To Provide Travel Management Services to the Railway Safety Regulator

NO	SPECIFIC GOALS	PREFERENCE POINT (OUT OF 20)	PROOF OF CLAIM
1	An Exempt Micro Enterprises (EME) or Qualifying Small Enterprise (QSE) which is <b>at least 51% owned by black people</b>	10	<ul style="list-style-type: none"> <li>• Copy of the identity document of the owner(s)</li> <li>• A valid SANAS accredited BBEE certificate or a valid BBEEE sworn affidavit (whichever is applicable)</li> <li>• Central Supplier Database (CSD) report</li> <li>• Valid company registration documentation that are issued by Companies &amp; Intellectual Property Commission (CIPC)</li> </ul>
2	An Exempt Micro Enterprises (EME) or Qualifying Small Enterprise (QSE) which is <b>at least 51% owned by black women</b>	5	<ul style="list-style-type: none"> <li>• Copy of the identity document of the owner(s)</li> <li>• A valid SANAS accredited BBEE certificate or a valid BBEEE sworn affidavit (whichever is applicable)</li> <li>• Central Supplier Database (CSD) report</li> <li>• Valid company registration documentation that are issued by Companies &amp; Intellectual Property Commission (CIPC)</li> </ul>
3	An Exempt Micro Enterprises (EME) or Qualifying Small Enterprise (QSE) which is <b>at least 51% owned by youth</b>	3	<ul style="list-style-type: none"> <li>• Copy of the identity document of the owner(s)</li> <li>• A valid SANAS accredited BBEE certificate or a valid BBEEE sworn affidavit (whichever is applicable)</li> <li>• Central Supplier Database (CSD) report</li> <li>• Valid company registration documentation that are issued by Companies &amp; Intellectual Property Commission (CIPC)</li> </ul>
4	An Exempt Micro Enterprises (EME) or Qualifying Small Enterprise (QSE) which is <b>at least 51% owned by person(s) with disabilities</b>	2	<ul style="list-style-type: none"> <li>• Copy of the identity document of the owner(s)</li> <li>• A valid SANAS accredited BBEE certificate or a valid BBEEE sworn affidavit (whichever is applicable)</li> <li>• Central Supplier Database (CSD) report</li> <li>• Valid company registration documentation that are issued by Companies &amp; Intellectual Property Commission (CIPC)</li> </ul>

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		<ul style="list-style-type: none"> <li>• Valid Medical Certificate</li> <li>• Valid South African Social Security Agency (SASSA) registration (where applicable)</li> <li>• Valid National Council for Persons with Physical Disability in South Africa registration (NCPDASA)</li> </ul>
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**a. Joint Ventures, Consortiums and Trusts**

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

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.

**b. Sub-contracting**

A bidder awarded a contract may only enter into a subcontracting arrangement with the approval of the RSR.

**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 RSR is prepared to enter into a contract with the successful Bidder(s).
- b. The bidder submitting the General Conditions of Contract to the RSR together with its bid, duly signed by an authorised representative of the bidder.

**19. CONTRACT PRICE ADJUSTMENT**

Contract price adjustments will be done annually on the anniversary of the contract start date. The price adjustment will be based on the Consumer Price Index Headline Inflation

STATS SA P0141 (CPI), Table E	Table E - All Items
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**20. SERVICE LEVEL AGREEMENT**

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

**20.2.** The RSR 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 RSR 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 RSR or pose a risk to the organisation.

**21. SPECIAL CONDITIONS OF THIS BID**

The RSR reserves the right:

**21.1.** To award this tender 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 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 tender rather than the whole tender.
- 21.4. To carry out site inspections, 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 tender 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 tender process at any stage, including after the Closing Date and/or after presentations have been made, and/or after tenders 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 RAILWAY SAFETY REGULATOR 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 RSR;
  - 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 RSR 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 RSR;
  - f. Avoidance of fraudulent and misleading advertising, canvassing and marketing;
  - g. To conduct their business activities with transparency and consistently uphold the interests and needs of the RSR as a client before any other consideration; and

- h. To ensure that any information acquired by the bidder(s) from the RSR 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 RSR 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 RSR or any other government organ or entity and whether from the Republic of South Africa or otherwise ("Government Entity")

- a. engages in any collusive tendering, 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 RSR'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 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 Tender will be incorporated in the proposed contract by reference and that the RSR relies upon the bidder's Tender 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 Tender may give rise to service termination and a claim by the RSR against the bidder notwithstanding the conclusion of the Service Level Agreement between the RSR 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 or Tender 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 RSR, 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 RSR 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 holds the RSR harmless from any and all such costs which the RSR may incur and for any damages or losses the RSR 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 RSR 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 tender shall be awarded to a bidder who is not tax compliant. The RSR 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 whose verification against the Central Supplier Database (CSD) proves non-compliant. The RSR 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 tender 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 RSR 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**

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 RSR allows a bidder to make use of sub-contractors, such sub-contractors will at all times remain the responsibility of the bidder and the RSR 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 RSR's examination and evaluation of a Tender.

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 Tender. This bid and any other documents supplied by the RSR remain proprietary to the RSR and must be promptly returned to the RSR 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 RSR'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.

**34. THE RAILWAY SAFETY REGULATOR PROPRIETARY INFORMATION**

Bidder will on their bid cover letter make declaration that they did not have access to any the RSR 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 (BID No: RSR/RFP/OCFO/TMC/23/10/03), the RSR 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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