



MHSC

Terms of Reference for Appointment of Travel Management Companies to Provide Travel Management Services to Mine Health and Safety Council for a period of 36 months

TOR NUMBER MHSC/015/17-18 of 2017/18

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Bid Validity Period: 120 days

Total Bid Price R(Sheet 1 Plus Sheet 2)

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1. INTRODUCTION

The Mine Health and Safety Council (MHSC) is a national public entity (Schedule 3A) established in terms of the Mine Health and Safety Act, Act No 29 of 1996 as amended. The entity comprises a tripartite board represented by State, Employer, and Organised Labour members under chairmanship of the Chief Inspector of Mines.

The MHSC is mandated to advise the Minister of Mineral Resources on Occupational Health and Safety (OHS) issues in the mining industry, relating to the development and implementation of the MHSC annual OHS research programme, reviewing and development of mining OHS legislation and dissemination (knowledge and technology transfer) of MHSC research outcomes to improve OHS conditions in the South African Mining Industry (SAMI).

MHSC is pursuing the following goals and all its strategic objectives are linked to the achievement of these goals:

- *To achieve Zero Harm to employees and communities as a result of mining activities.*
- *Providing knowledge leadership in mining Occupational Health and Safety.*

Every mine worker returning from work unharmed every striving for Zero Harm.

2. PURPOSE OF THIS TERMS OF REFERENCE (TOR)

The purpose of this Terms of Reference (TOR) is to solicit proposals from potential bidder(s) for the provision of travel management services to the Mine Health and Safety Council for a period of 36 months

This TOR document details and incorporates, as far as possible, the tasks and responsibilities of the potential bidder(s) required by Mine Health and Safety Council for the provision of travel management services to Mine Health and Safety Council.

This TOR does not constitute an offer to do business with the Mine Health and Safety Council, 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. 17h00 to 20h00 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.

eCommerce 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 at 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 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 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 Government official, consultant or contractor travelling on official business on behalf of Government.

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

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

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

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 Mine Health and Safety Council 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 and the National Treasury shall verify the bidder's tax compliance status through the Central Supplier Database.
- 4.1.6. Where Consortia / Joint Ventures / Sub-contractors are involved, each party must be registered on the Central Supplier Database and their tax compliance status will be verified through the Central Supplier Database.

4.2. Procurement Legislation

Mine Health and Safety Council has a detailed evaluation methodology premised on Treasury Regulation 16A 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. SCOPE OF WORK

5.1. Background

Mine Health and Safety Council currently uses a travel management company to manage the travel requisition and travel expense processes within the travel management lifecycle. The travel requisition process is currently a semi-automated process. The travel requisition is manually captured on forms that go through a manual authorisation approval procedure and are then forwarded to the Mine Health and Safety Council travel co-ordinator. The Mine Health and Safety Council travel co-ordinator captures the requisition into on the system which goes through an approval workflow process and then through to the travel management company for travel booking.

Mine Health and Safety Council's primary objective in issuing this TOR is to enter into agreement with a successful bidder(s) who will achieve the following:

- a) Provide Mine Health and Safety Council 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;
- b) Achieve significant cost savings for Mine Health and Safety Council without any degradation in the services;
- c) Appropriately contain Mine Health and Safety Council's risk and traveller risk.

5.2. Travel Volumes

The current Mine Health and Safety Council total volumes per annum includes air travel, accommodation, car hire, forex, conference, etc. The table below details the number of transactions for the FY 2016/2017 as follows:

Service Category	Estimated Number of Transactions per annum	Estimated Expenditure per annum
Air travel - Domestic	697	
Air Travel - International	36	
Air Travel - Regional	20	
Car Rental - Domestic	1237	
Car Rental - International	20	
Car Rental - Regional	30	
Shuttle Services - Domestic	284	
Accommodation - Domestic	839	
Accommodation - International	20	
Accommodation - Regional	30	

Service Category	Estimated Number of Transactions per annum	Estimated Expenditure per annum
Transfers - Domestic	284	
Transfers - International	20	
Transfers - Regional	30	
Bus/Coach bookings	100	
Train - Regional & International	50	
Conferences/Events Facilitation	470	
After Hours	85	
Parking	100	
Insurance	500	
Forex	50	
Conference/Event/Workshop Planning and Management (Full Service)	100	
Venue Hire (Percentage Charge)	50	
Visas	50	
SMS Notification	100	
Service fee per Transaction	300	
GRAND TOTAL		

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

5.3. Service Requirements

5.3.1. General

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

- 5.3.2. The travel services will be provided to all Travellers travelling on behalf of the Mine Health and Safety Council, locally and internationally. This will include employees and contractors, consultants and clients where the agreement is that Mine Health and Safety Council is responsible for the arrangement and cost of travel.
- 5.3.3. Provide travel management services during normal office hours (Monday to Friday 8h00 – 17h00) and provide after hours and emergency services.
- 5.3.4. Familiarisation with current Mine Health and Safety Council travel business processes.

- 5.3.5. Familiarisation with current travel suppliers and negotiated agreements that are in place between Mine Health and Safety Council and third parties. Assist with further negotiations for better deals with travel service providers.
- 5.3.6. Familiarisation with current Mine Health and Safety Council Travel Policy and implementations of controls to ensure compliance.
- 5.3.7. 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.
- 5.3.8. Provide a facility for Mine Health and Safety Council to update their travellers' profiles.
- 5.3.9. Manage the third party service providers by addressing service failures and complaints against these service providers.
- 5.3.10. Consolidate all invoices from travel suppliers.
- 5.3.11. Provide a detailed transition plan for implementing the service without service interruptions and engage with the incumbent service provider to ensure a smooth transition.
- 5.3.12. **Reservations**

The Travel 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.
- 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 are more cost effective and more convenient where necessary.
- d. Obtain a minimum of three (3) price comparisons for all travel requests where the routing or destination permits.
- e. Book the negotiated discounted fares and rates where possible.

- f. must keep abreast of carrier schedule changes as well as all other alterations and new conditions affecting travel and make appropriate adjustments for any changes in flight schedules 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. Book parking facilities at the airports where required for the duration of the travel.
- h. Respond timely and process all queries, requests, changes and cancellations timeously and accurately.
- i. Must be able to facilitate group bookings (e.g. for meetings, conferences, events, etc.)
- j. Must issue all necessary travel documents, itineraries and vouchers timeously to traveller(s) prior to departure dates and times.
- k. Advise the Traveller of all visa and inoculation requirements well in advance.
- l. assist with the arrangement of foreign currency and the issuing of travel insurance for international trips where required.
- m. Facilitate any reservations that are not bookable on the Global Distribution System (GDS).
- n. Facilitate the bookings that are generated through their own or third party Online Booking Tool (OBT) where it can be implemented.
- o. Note that, unless otherwise stated, all cases include domestic, regional and international travel bookings.
- p. 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.
- q. Negotiated airline fares, accommodation establishment rates, car rental rates, etc, that are negotiated directly or established by National Treasury or by Mine Health and Safety Council are **non-commissionable**, where commissions are earned for Mine Health and Safety Council bookings all these commissions should be returned to Mine Health and Safety Council on a quarterly basis.
- r. Ensure confidentiality in respect of all travel arrangements and concerning all persons requested by Mine Health and Safety Council.
- s. Timeous submission of proof that services have been satisfactorily delivered (invoices) as per Mine Health and Safety Council's instructions

5.3.13. 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 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 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 report period provide proof that bookings were made against the discounted rates on the published fairs 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.

5.3.14. 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 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 Mine Health and Safety Council's travel policy.
- d. Mine Health and Safety Council travellers may only stay at accommodation establishments with which Mine Health and Safety Council 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 Mine Health and Safety Council.
- e. Accommodation vouchers must be issued to all Mine Health and Safety Council travellers for accommodation bookings and must be invoiced to Mine Health and Safety Council 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.

5.3.15. Car Rental and Shuttle Services

- a. The TMC will book the approved category vehicle in accordance with the Mine Health and Safety Council 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 Traveller 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, insurance, 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 Mine Health and Safety Council 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 Mine Health and Safety Council 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 report period provide proof that negotiated rates were booked, where applicable.

5.3.16. 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 (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 Travel Management Company 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.

5.3.17. Conferencing/Events/Workshops

Planning, arranging and amending conference requirements with any hotel groups, private hotels and other available establishments. The package includes organising secretariat services and other services related to the success of the conference.

5.4. Communication

- 5.4.1. The TMC may be requested to conduct workshops and training sessions for Travel Bookers of Mine Health and Safety Council.
- 5.4.2. All enquiries must be investigated and prompt feedback be provided in accordance with the Service Level Agreement.

5.4.3. The TMC must ensure sound communication with all stakeholders. Link the business traveller, travel coordinator, travel management company in one smooth continuous workflow.

5.5. Reduce the space

5.6. Financial Management

5.6.1. The TMC must implement the rates negotiated by Mine Health and Safety Council with travel service providers or the discounted air fares, or the maximum allowable rates established by the National Treasury where applicable.

5.6.2. The TMC will be responsible to manage the service provider accounts. This will include the timely receipt of invoices to be presented to Mine Health and Safety Council for payment within the agreed time period.

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

5.6.4. The TMC will be required to offer a 30 days 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 Mine Health and Safety Council for the services rendered.

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

5.6.6. Consolidate Travel Supplier bill-back invoices.

5.6.7. The TMC is responsible for the consolidation of invoices and supporting documentation to be provided to Mine Health and Safety Council's Financial Department on the agreed time period (e.g. weekly). This includes attaching the Travel Authorisation or Purchase Order and other supporting documentation to the invoices reflected on the Service provider bill-back report or the credit card statement.

5.6.8. Ensure Travel Supplier accounts are settled timeously.

5.7. Technology, Management Information and Reporting

- 5.7.1. The TMC must have the capability to consolidate all management information related to travel expenses into a single source document with automated reporting tools.
- 5.7.2. The implementation of an Online Booking Tool to facilitate domestic bookings should be considered to optimise the services and related fees.
- 5.7.3. All management information and data input must be accurate.
- 5.7.4. The TMC will be required to provide the Mine Health and Safety Council 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 the National Treasury website.
spacing

- 5.7.5. Reports must be accurate and be provided as per Mine Health and Safety Council'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).
- 5.7.6. Mine Health and Safety Council may request the TMC to provide additional management reports.
- 5.7.7. Reports must be available in an electronic format for example Microsoft Excel.
- 5.7.8. Service Level Agreements reports must be provided on the agreed date. It will include but will not be limited to the following:
 - i. Travel
 - 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) Reconciled reports for Travel Lodge card statement;
- f) No show report;
- g) Cancellation report;
- h) Receipt delivery report;
- i) Monthly Bank Settlement Plan (BSP) Report;
- j) Refund Log;
- k) Open voucher report, and
- l) Open Age Invoice Analysis.

5.7.9. 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.

5.8. **Account Management**

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

5.8.2. The TMC must appoint a dedicated Account or Business Manager that is ultimately responsible for the management of the Mine Health and Safety Council's account.

5.8.3. The necessary processes should be implemented to ensure good quality management and ensuring Traveller satisfaction at all times.

5.8.4. A complaint handling procedure must be implemented to manage and record the compliments and complaints of the TMC and other travel service providers.

5.8.5. Ensure that the Mine Health and Safety Council's Travel Policy is enforced.

5.8.6. The Service Level Agreement (SLA) must be managed and customer satisfaction surveys conducted to measure the performance of the TMC.

5.8.7. Ensure that workshops/training is provided to Travellers and/or Travel Bookers

5.8.8. During reviews, comprehensive reports on the travel spend and the performance in terms of the SLA must be presented.

5.9. Value Added Services

The TMC must provide the following value added services:

5.9.1. 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

5.9.2. Electronic voucher retrieval via web and smart phones;

5.9.3. SMS notifications for travel confirmations;

5.9.4. Travel audits;

5.9.5. Global Travel Risk Management;

5.9.6. VIP services for Executives..

5.10. Cost Management

5.10.1. The National Treasury cost containment initiative and the Mine Health and Safety Council's Travel Policy is establishing a basis for a cost savings culture.

5.10.2. 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.

5.10.3. 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.

5.10.4. 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 Mine Health and Safety Council'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.

5.11. Quarterly and Annual Travel Reviews

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

5.11.2. Annual Reviews are also required to be presented to Mine Health and Safety Council's Senior Executives.

5.12. Office Management

5.12.1. The TMC to ensure high quality service to be delivered at all times to the Mine Health and Safety Council's travellers. The TMC is required to provide Mine Health and Safety Council with highly skilled and qualified human resources of the following roles but not limited to:

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

6. PRESENTATION / DEMONSTRATION

Mine Health and Safety Council reserves the right to request presentations/demonstrations from the short-listed Bidders as part of the bid evaluation process.

7. DURATION OF THE CONTRACT

The successful bidder will be appointed for a period of 36 (thirty six) months with an option to renew in Mine Health and Safety Council's sole discretion for an additional 12 (twelve) months on the same terms and conditions unless the parties agree otherwise. The renewal

of the contract will be at intervals of 12 (twelve) months each.

8. BRIEFING SESSION

A non-compulsory briefing and clarification session will be held at Western Woods Office Park, B7 Maple North, 145 Western Service Road, Woodmead, as per advert to clarify to bidder(s) the scope and extent of work to be executed. **It is highly recommended that bidders attend the briefing session.**

9. 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:

Advertisement of bid on Government e-tender portal / print media / Tender Bulletin	23 February 2018
Non-compulsory briefing and clarification session	As per advert
Questions relating to bid from bidder(s)	As per advert
Bid closing date	27 March 2018 at 11h00
Notice to bidder(s)	Mine Health and Safety Council will endeavour to inform bidders at the conclusion of the tender..

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

Any time or date in this bid is subject to change at Mine Health and Safety Council's discretion. The establishment of a time or date in this bid does not create an obligation on the part of Mine Health and Safety Council 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 Mine Health and Safety Council extends the deadline for bid submission (the Closing Date) for any reason, the requirements of this bid otherwise apply equally to the extended deadline.

10. CONTACT AND COMMUNICATION

- 10.1. A nominated official of the bidder(s) can make enquiries in writing, to the specified person, Zime Ndlangana via email zndlangana@mhsc.org.za and/or 011 070 4227. Bidder(s) must reduce all telephonic enquiries to writing and send to the above email address.
- 10.2. The delegated office of Mine Health and Safety Council may communicate with Bidder(s) where clarity is sought in the bid proposal.
- 10.3. Any communication to an official or a person acting in an advisory capacity for Mine Health and Safety Council in respect of the bid between the closing date and the award of the bid by the Bidder(s) is discouraged.
- 10.4. All communication between the Bidder(s) and Mine Health and Safety Council must be done in writing.
- 10.5. Whilst all due care has been taken in connection with the preparation of this bid, Mine Health and Safety Council 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. Mine Health and Safety Council, and its employees and advisors will not be liable with respect to any information communicated which may be not accurate, current or complete.
- 10.6. 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 Mine Health and Safety Council (other than minor clerical matters), the Bidder(s) must promptly notify Mine Health and Safety Council in writing of such discrepancy, ambiguity, error or inconsistency in order to afford Mine Health and Safety Council an opportunity to consider what corrective action is necessary (if any).
- 10.7. Any actual discrepancy, ambiguity, error or inconsistency in the bid or any other information provided by Mine Health and Safety Council will, if possible, be corrected and provided to all Bidder(s) without attribution to the Bidder(s) who provided the written notice.
- 10.8. 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.

11. 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).

12. 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.

13. FRONTING

13.1. Government 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 Government condemn any form of fronting.

13.2. The Government, 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 Mine Health and Safety Council may have against the Bidder / contractor concerned.

14. SUPPLIER DUE DILIGENCE

Mine Health and Safety Council 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.

15. SUBMISSION OF PROPOSALS

- 15.1. Bid documents may either be placed in the tender box OR couriered to the aforesaid address and **MUST** be received on or before the closing date and time.
- 15.2. Bid documents will only be considered if received by Mine Health and Safety Council before the closing date and time, regardless of the method used to send or deliver such documents to Mine Health and Safety Council.
- 15.3. The bidder(s) are required to submit two (2) copies of each file (one (1) original and one (1) duplicate) and one (1) CD-ROM with content of each file by the closing date. Each file and CD-ROM must be marked correctly and sealed separately for ease of reference during the evaluation process. Furthermore, the file and information in the CD-ROM must be labelled and submitted in the following format:

<p>Exhibit 1: Pre-qualification documents <i>(Refer to Section 17.1 - Gate 0: Pre-qualification Criteria (Table 1))</i></p>	<p>Exhibit 1: Pricing Schedule <i>(Refer to Section 16 – Pricing Model and Annexure A3 – Pricing Submission)</i></p>
<p>Exhibit 2:</p> <ul style="list-style-type: none"> • Technical Responses and Bidder Compliance Checklist for Technical Evaluation • Supporting documents for technical responses. <i>(Refer to Section 17.2 - Gate 1: Technical Evaluation Criteria and Annexure A2 – Desktop Evaluation Technical Scorecard and Compliance Checklist)</i> 	
<p>Exhibit 3:</p> <ul style="list-style-type: none"> • General Conditions of Contract (GCC) • Draft Service Level Agreement <i>(Refer to Section 20 – Service Level Agreement)</i> 	
<p>Exhibit 4:</p> <ul style="list-style-type: none"> • Company Profile • Any other supplementary information 	

- 15.4. **Bidders are requested to initial each page of the tender document on the top right hand corner.**

16. PRICING MODEL

Mine Health and Safety Council requires bidders to propose two pricing models being the transactional fee model and the management fee model. Mine Health and Safety Council will at their discretion select the best possible cost effective solution.

16.1. Transaction Fees

Refer Annexure A3: 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.
- 16.1.2. The transaction fees must be fixed for the first twelve months (12) and a fixed escalation percentage for each of the next two years must be provided.
 - i. Off-site option **(Template 2)**
- 16.1.3. The Bidder must further indicate the estimated percentage split between Traditional booking and On-line bookings.

AND / OR

16.2. Management Fee

Refer Annexure A3: Pricing Schedule

- 16.2.1. The management fee is the total fee per annum that will be charged to Mine Health and Safety Council in twelve payments.
 - i. Off-site option **(Template 4)**

16.3. Volume driven incentives

- 16.3.1. 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 Mine Health and Safety Council reservations will be paid to the TMCs;
 - iii. An open book policy will apply and any commissions earned through the Mine Health and Safety Council volumes will be reimbursed to Mine Health and Safety Council.
 - 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

Mine Health and Safety Council has set minimum standards (Gates) that a bidder needs to meet in order to be evaluated and selected as a successful bidder. The minimum standards consist of the following:

Pre-qualification Criteria (Gate 0)	Technical Evaluation Criteria (Gate 1)	Price and B-BBEE Evaluation (Gate 2)
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 Gate 1.	Bidder(s) are required to achieve a minimum of 60 points out of 100 points to proceed to Gate 2 (Price and BEE).	Bidder(s) will be evaluated out of 100 points and Gate 2 will only apply to bidder(s) who have met and exceeded the threshold of 80 points.

17.1. Gate 0: Pre-qualification Criteria

Without limiting the generality of Mine Health and Safety Council’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

Invitation to Bid – SBD 1	YES	Complete and sign the supplied pro forma document

Tax Status Tax Clearance Certificate – SBD 2	YES	<ul style="list-style-type: none"> 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) ii. Proof of Registration on the Central Supplier Database (Refer Section 4.1.5) iii. Vendor number iv. In the event where the Bidder submits a hard copy of the Tax Clearance Certificate, the CSD verification outcome will take precedence.
Declaration of Interest – SBD 4	YES	Complete and sign the supplied pro forma document
Preference Point Claim Form – SBD 6.1	NO	Non-submission will lead to a zero (0) score on BBBEE
Declaration of Bidder's Past Supply Chain Management Practices – SBD 8	YES	Complete and sign the supplied pro forma document
Certificate of Independent Bid Determination – SBD 9	YES	Complete and sign the supplied pro forma document
Bidder Compliance form for Functional Evaluation	YES	Complete and sign
Registration on Central Supplier Database (CSD)	NO	The Travel Management Company (TMC) 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 https://secure.csd.gov.za/ to obtain your vendor number. Submit proof of registration.
IATA Licence / Certificate	YES	<ul style="list-style-type: none"> i. Bidders are required to submit their International Air Transport Association (IATA) licence/ certificate (certified copy) at closing date. ii. 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.
Pricing Schedule	YES	Submit full details of the pricing proposal as per Annexure A3 in a separate envelope

17.2. Gate 1: 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 (Gate 0) will be evaluated in Gate 1 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 48 points of 80 points.
- ii. On-site Reference Checks – Bidders will be evaluated out of 20 points and are required to achieve minimum threshold of 12 points out of 20 points.
- iii. The overall combined score must be equal or above 60 points in order to proceed to Gate 2 for Price and BBBEE evaluations.

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

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

Desktop Technical Evaluation Details found in Annexure A2 – Technical Scorecard	80	48
On-site Reference Checks	20	12
OVERALL COMBINED POINTS	100	60

17.3. Gate 2: Price and BBBEE Evaluation (80+20) = 100 points

Only Bidders that have met the 70 point threshold in Gate 1 will be evaluated in Gate 2 for price and BBBEE. Price and BBBEE 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), 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)

i. Stage 1 – Price Evaluation (80 Points)

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_s = Points scored for comparative price of bid under consideration
- P_t = Comparative price of bid under consideration
- P_{min} = Comparative price of lowest acceptable bid

ii. Stage 2 – BBEE Evaluation (20 Points)

a. BBEE Points allocation

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-BBEE Status Level of Contributor	Number of Points
1	20
2	18
3	16
4	10
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. **Mine Health and Safety Council** 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.

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 Mine Health and Safety Council is prepared to enter into a contract with the successful Bidder(s).
- b. The bidder submitting the General Conditions of Contract to Mine Health and Safety Council 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 Mine Health and Safety Council and the successful bidder will conclude a Service Level Agreement regulating the specific terms and conditions applicable to the services being procured by Mine Health and Safety Council, more or less in the format of the draft Service Level Indicators included in this tender pack.
- 20.2. Mine Health and Safety Council 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. Mine Health and Safety Council 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 Mine Health and Safety Council or pose a risk to the organisation.

21. SPECIAL CONDITIONS OF THIS BID

Mine Health and Safety Council 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. Mine Health and Safety Council 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 Mine Health and Safety Council;
 - 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 Mine Health and Safety Council 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 Mine Health and Safety Council;
- 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 Mine Health and Safety Council as a client before any other consideration; and
- h. To ensure that any information acquired by the bidder(s) from Mine Health and Safety Council 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. Mine Health and Safety Council 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 Mine Health and Safety Council 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 Mine Health and Safety Council'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 Mine Health and Safety Council 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 Mine Health and Safety Council against the bidder notwithstanding the conclusion of the Service Level Agreement between Mine Health and Safety Council 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 Mine Health and Safety Council, 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, Mine Health and Safety Council 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 Mine Health and Safety Council harmless from any and all such costs which Mine Health and Safety Council may incur and for any damages or losses Mine Health and Safety Council 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. Mine Health and Safety Council 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. Mine Health and Safety Council 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 Mine Health and Safety Council, or whose verification against the Central Supplier Database (CSD) proves non-compliant. Mine Health and Safety Council 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. Mine Health and Safety Council 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 Mine Health and Safety Council allows a bidder to make use of sub-contractors, such sub-contractors will at all times remain the responsibility of the bidder and Mine Health and Safety Council 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 Mine Health and Safety Council'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 Mine Health and Safety Council remain proprietary to Mine Health and Safety Council and must be promptly returned to Mine Health and Safety Council 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 Mine Health and Safety Council'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. MINE HEALTH AND SAFETY PROPRIETARY INFORMATION

Bidder will on their bid cover letter make declaration that they did not have access to any Mine Health and Safety Council 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 (TOR No._of 2017/18), the Mine Health and Safety Council 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.

36. ADVERTISING

- Tender will be advertised on Government tender bulletin ,E-Portal and MHSC website.
- The closing date and time for the tender will be communicated through an advert.

37.BRIEFING SESSION

- Briefing session is not compulsory.

38.ENQUIRIES

- For any technical enquiries and commercial enquiries please contact: the MHSC Supply Chain Unit at tenders@mhsc.org.za

ANNEXURE A2

MANDATORY REQUIREMENT

Requirement	Comply	Not Comply
Attach valid certified copy of membership of ASATA (Association of South African Travel Agents)		
Does the supplier have an accredited Online booking system? Indicate by ticking on comply or not comply. NOTE: this will be verified during the site inspection		

Note: Bidders must meet the above mandatory requirement in order to proceed to the next level of evaluation.

EVALUATION CRITERIA

The tender will be evaluated in accordance with PPPFA 80/20 principle (in line with Procurement Regulations 2017).

No	Element	Weighting
1	Signed reference letters on valid letterheads that proves experience of the organization in providing travel management services: <ul style="list-style-type: none"> • More than three letters = 5 Points • Three letters = 3 Points • Less than three letters = 1 point Attach the letters	20
2	Provide certified copies of existing agreements with at least 3 domestic airlines <ul style="list-style-type: none"> • More than three agreements = 5 Points 	20

	<ul style="list-style-type: none"> • Three agreements = 3 Points • Less than three agreements=1 point 	
3	<p>Provide certified copies of existing agreements with at least 2 international airlines</p> <ul style="list-style-type: none"> • More than two agreements = 5 Points • Two agreements = 3 Points • Less than two agreements=1 point 	20
4	<p>Provide certified copies of existing agreements with at least 3 major hotel operators in South Africa</p> <ul style="list-style-type: none"> • More than three agreements = 5 Points • Three agreements = 3 Points • Less than three agreements=1 point 	10
5	<p>Provide certified copies of existing agreements with at least (3) car rental operators in South Africa</p> <ul style="list-style-type: none"> • More than three agreements = 5 Points • Three agreements = 3 Points • Less than three agreements=1 point 	10

NB: In order for the proposal to be considered for the next level of evaluation, bidders must score an average of 60% (48 points of the allocated 80 points). Failure to attain 60% will result in the prospective bidder not qualifying for further evaluation.

EVALUATION OF ON SITE VISIT

Element	Weighting
<p>The supplier must have an Online booking system and necessary infrastructure related to this project</p> <p>Excellent = 5</p> <p>Good = 3</p> <p>Poor = 1</p>	20

NB: In order for the proposal to be considered for the next level of evaluation, bidders must score an average of 60% (12 points of the allocated 20 points). Failure to attain 60% will result in the prospective bidder not qualifying for further evaluation of price.

ANNEXURE B

SBD 4

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes an advertised competitive bid, a limited bid, a proposal or written price quotation). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

- the bidder is employed by the state; and/or
- the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

2. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

2.1 Full Name of bidder or his or her representative:

.....

2.2 Identity

Number:.....

.....

2.3 Position occupied in the Company (director, trustee, shareholder², member):

.....

.....

2.4 Registration number of company, enterprise, close corporation, partnership agreement or trust:

.....

.....

2.5 Tax Reference Number:

.....

2.6 VAT Registration Number:

.....

2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / PERSAL numbers must be indicated in paragraph 3 below.

¹"State" means –

- (a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

²"Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

2.7 Are you or any person connected with the bidder **YES / NO** presently employed by the state?

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member:

.....

Name of state institution at which you or the person connected to the bidder is employed :

Position occupied in the state institution:

Any other particulars:

.....

.....

.....

2.7.2 If you are presently employed by the state, did you obtain **YES / NO**

the appropriate authority to undertake remunerative work outside employment in the public sector?

2.7.2.1 If yes, did you attach proof of such authority to the bid **YES / NO**

document?

(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.

2.7.2.2 If no, furnish reasons for non-submission of such proof:

.....

.....

.....

2.8 Did you or your spouse, or any of the company's directors / **YES / NO**

trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months?

2.8.1 If so, furnish particulars:

.....

.....

.....

2.9 Do you, or any person connected with the bidder, have **YES / NO**

any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid?

2.9.1 If so, furnish particulars.

.....

.....
.....

2.10 Are you, or any person connected with the bidder, **YES/NO** aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid?

2.10.1 If so, furnish particulars.

.....
.....

2.11 Do you or any of the directors / trustees / shareholders / members **YES/NO** of the company have any interest in any other related companies whether or not they are bidding for this contract?

2.11.1 If so, furnish particulars:

.....
.....

3 Full details of directors / trustees / members / shareholders. Full Name	Identity Number	Personal Income Tax Reference Number	State Employee Number / Persal Number
---	------------------------	---	--

SBD 6.1

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

1.1.1.1

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

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

1.2

- a) The value of this bid is estimated to **exceed/not exceed** R50 000 000 (all applicable taxes included) and therefore the **.....** preference point system shall be applicable; or
- b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

1.3 Points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contributor.

1.4 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	
B-BBEE STATUS LEVEL OF CONTRIBUTOR	
Total points for Price and B-BBEE must not exceed	100

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

5. BID DECLARATION

5.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

6.1 B-BBEE Status Level of Contributor: . =(maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

7.1 Will any portion of the contract be sub-contracted?

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

7.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME or QSE
(Tick applicable box)

YES		NO	
-----	--	----	--

v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations,2017:

Designated Group: An EME or QSE which is at last 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/firm:.....
.....

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One person business/sole propriety
- Close corporation
- Company
- (Pty) Limited

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

8.6 COMPANY CLASSIFICATION

- Manufacturer
- Supplier
- Professional service provider
- Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

8.7 Total number of years the company/firm has been in business:.....

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution.

WITNESSES
1.
2.

..... SIGNATURE(S) OF BIDDERS(S)
DATE:
ADDRESS

DECLARATION OF BIDDER’S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Standard Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-
 - a. abused the institution’s supply chain management system;
 - b. committed fraud or any other improper conduct in relation to such system; or
 - c. failed to perform on any previous contract.
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

Item	Question	Yes	No
4.1	<p>Is the bidder or any of its directors listed on the National Treasury’s Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p>The Database of Restricted Suppliers now resides on the National Treasury’s website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury’s website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		

4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

SBD 8

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME).....

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT.

I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Js365bW

SBD9: CERTIFICATE OF INDEPENDENT BID DETERMINATION

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Standard Bidding Document (SBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

² Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:

- (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

³ Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Js914w 2