



## **TERMS OF REFERENCE**

### **INVITATION TO SUBMIT PROPOSALS FOR PROVISION OF TRAVEL MANAGEMENT SERVICES FOR THE PERIOD OF 36 MONTHS**

#### **1. INTRODUCTION**

The National Economic Development and Labour Council (NEDLAC) was established in 1995 under the NEDLAC Act, No. 35 of 1994, as South Africa's primary platform for social dialogue between the Government, Organised Labour, Organised Business, and the Community Constituencies. NEDLAC plays a central role in ensuring that policies and legislative frameworks are shaped through collective input from its social partners, fostering stability and inclusive development.

In pursuit of this mandate, travel management services are required to facilitate operational activities and logistical arrangements for the dialogues, ensuring seamless coordination and support for all stakeholders involved.

#### **2. PURPOSE**

NEDLAC seeks to appoint a suitably qualified and experienced travel management company (TMC) for comprehensive travel management and related services for a period of 3 years. The appointed service provider will be expected to handle all aspects of official travel including air travel, accommodation, car hire, shuttle services and related logistics in compliance with National Treasury Cost Containment and National Travel Guideline.

The objective of this RFP is to appoint a TMC that will:

- Provide an efficient, transparent and cost-effective travel management solution.
- Ensure compliance with National Treasury Instruction Note 1 of 2024/2025 on cost containment.
- Streamline travel bookings and payment process.
- Provide accurate and timely reports

#### **3. SCOPE OF WORK**

The appointed TMC will be responsible for managing all travel arrangements, including but not limited to:

##### **3.1 General Requirements**

- a) Provide travel services to all travellers travelling on behalf of NEDLAC, both locally and internationally. This will include employees and delegates as well as commissioners.



- b) Provide travel management services during office hours and after-hours including emergency services.
- c) Familiarisation with current NEDLAC travel business processes.
- d) Familiarisation with current NEDLAC Travel Policy and implementation of controls to ensure compliance.
- e) Penalties and/or Interest incurred as a result of the inefficiency or fault of a travel consultant will be for the TMC account, subject to the outcome of a formal dispute process.
- f) The TMC must create travellers profile provided by NEDLAC and update accordingly.
- g) Manage the third-party service providers and address service failures and complaints where needed.

### **3.2 Reservations**

- a) Provide most cost-effective travel arrangements based on the request from the traveller and/or travel booker.
- b) Apprise themselves with 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.
- c) Obtain a minimum of three (3) price comparisons for all travel requests.
- d) Book the negotiated discounted fares and rates as prescribed in the National Treasury Travel Guideline.
- e) 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.
- f) Book parking facilities at airports where required for the duration of the travel.
- g) Respond timely and process all queries, requests, changes and cancellations timeously and accurately.
- h) Facilitate group bookings (e.g. for meetings, conferences, events, etc.).
- i) Issue all necessary travel documents, itineraries and vouchers timeously to traveller/s prior to departure dates and times.
- j) Advise the traveller of all visa and inoculation requirements well in advance.
- k) Assist with the arrangement of foreign currency and the issuing of travel insurance for international trips where required.
- l) Facilitate bookings that are generated through their own- or third-party Online Booking Tool (OBT) where it can be implemented.
- m) Note that, unless otherwise stated, all cases include domestic, regional and international travel bookings.
- n) Supply relevant information to traveller(s) where visas will be required. Assistance with the Visa applications as well as requirements of the country to be visited.
- o) Ensure confidentiality in respect of all travel arrangements and concerning all persons requested by NEDLAC.
- p) Submit weekly proof that services have been satisfactorily delivered (invoices) as per NEDLAC's instructions.



### **3.3 Air Travel: Domestic and International**

- a) The TMC must be able to book full-service carriers as well as low-cost carriers.
- b) The TMC should 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, and 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 be responsible for the tracking and management of unused e-tickets as per agreement with NEDLAC and provide a report on refund management on a monthly basis.
- h) The TMC must, during their report period, provide proof that bookings were made against the discounted rates on the published rates where applicable.
- i) The TMC must ensure that travellers are always informed of any travel news regarding airlines (like baggage policies, checking in arrangements, etc.).

### **3.4 Accommodation: Domestic and International**

- a) The TMC shall obtain price comparisons within the maximum allowable rate matrix as per the cost containment instruction by National Treasury.
- b) The TMC shall obtain three price comparisons from accommodation establishments that provide the best available rate within the maximum allowable rate.
- c) Planning, booking, confirming and amending of accommodation with any establishment (hotel group, private hotel, guest house or Bed & Breakfast) must be done in accordance with NEDLAC's travel policy.
- d) 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 NEDLAC.
- e) Accommodation vouchers must be issued to all NEDLAC travellers for accommodation bookings and must be invoiced to NEDLAC 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.

### **3.5 Car Rental and Shuttle Services**

- a) The TMC will book the approved category vehicle in accordance with the NEDLAC Travel Policy with the appointed car rental service provider from the closest rental location (airport, hotel and venue).



- b) The TMC must ensure that relevant information is shared with travellers regarding rental vehicles, tollgate, refuelling, keys, rental agreements, damages, accidents, etc.
- c) For international travel, the TMC may offer alternative ground transportation to the traveller that may include rail, buses, transfers and sea travel.
- d) The TMC will book transfers in line with the NEDLAC Travel Policy, with the appointed and/or alternative service providers. Transfers can also include bus and coach services.
- e) The TMC should manage shuttle companies on behalf of NEDLAC and ensure compliance with minimum standards.
- f) 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.

### **3.6 Venue Bookings**

- a) Source and book suitable venues for workshops, conferences and other events as may be requested by NEDLAC.
- b) Ensure booked venues comply with cost containment requirements.
- c) Coordinate catering, accommodation and other services linked to events at booked venues.
- d) Manage confirmations, cancellations and changes in line with NEDLAC's instructions.

### **3.7 After Hours and Emergency Services**

- a) The TMC must provide a consultant or team of consultants to assist Travel bookers with after hours and emergency reservations and changes to travel plans.
- b) After hours' services must be provided from Monday to Friday outside the official hours and twenty-four (24) hours on weekends and Public Holidays.
- c) A call centre facility or after hours contact details must be available to all travel bookers so that when required, unexpected changes to travel plans can be made and emergency bookings attended to.
- d) The TMC must have a standard operating procedure for managing after hours and emergency services.

### **3.8 Financial Management**

- a) The TMC must Consolidate all invoices from travel suppliers and submit to NEDLAC on a weekly basis.
- b) The TMC must implement rates negotiated by NEDLAC with travel service providers or the discounted air fares, or the maximum allowable rates established by the National Treasury where applicable.
- c) The TMC shall be responsible for managing the service provider accounts. This will include the timely receipt of invoices to be presented to NEDLAC for payment within the agreed time period.
- d) Where pre-payments are required, these will be processed by the TMC and the



- invoice submitted to NEDLAC for payment.
- e) The TMC shall manage the processing of airline refunds.
  - f) The TMC shall be responsible for the consolidation of invoices and supporting documentation to be provided to NEDLAC on the agreed time period (e.g. weekly).

### **3.9 Management of Complaints and Resolution of Queries & Escalations**

- a) The TMC must maintain a structured mechanism for managing compliance and resolving queries, including:
  - A dedicated company representative for addressing client complaints.
  - A documented escalation process to resolve unresolved issues within specified timeframes.
  - Provide feedback in writing on client complaints resolution within three (3) working days.

### **3.10 Value Added Services**

- a) The TMC must provide destination information for regional and international destinations:
  - Health warnings.
  - Weather forecasts.
  - Places of interest.
  - Visa information.
  - Travel alerts.
  - Location of hotels and restaurants.
  - Information including the cost of public transport.
  - Rules and procedures of the airports.
  - Business etiquette specific to the country.
  - Airline baggage policy.
  - Supplier updates.

## **4. DURATION OF THE CONTRACT**

The contract will be concluded for a period of three (3) years.

## **5. OBJECTIVE CRITERIA**

In terms of section 2(1)(f) of the Preferential Procurement Policy Framework Act (PPPFA), and notwithstanding the outcome of the preference point system, NEDLAC reserves the right not to award the bid to the highest-scoring bidder if objective criteria justify such a decision.

Such criteria may include, but are not limited to, the bidder's financial stability and capacity to deliver the required services.



Given that Travel Management Services involve substantial financial exposure and pre-funding obligations, NEDLAC will assess each bidder's financial fitness as part of its due diligence process.

NEDLAC therefore reserves the right to reject a bidder determined to pose a high financial risk, and may, at its sole discretion, proceed to the next ranked qualifying bidder that meets all minimum requirements and demonstrates adequate financial capability.

## 6. EVALUATION PROCESS

NEDLAC 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:

### 6.1 Pre-Qualification Criteria - (Phase 1)

Bidder(s) are required to submit all documents stipulated on the RFP document.

- Fully completed and signed SBD 1 (Invitation to Bid)
- Fully completed and signed SBD 4 (Declaration of Interest)
- Fully completed and signed SBD 6.1 (Preference Points Claim Form)
- Valid certified BBBEE certificate / Sworn Affidavit
- Proof of registration on the Central Supplier Database (CSD)
- A complete set of three (3) most recent audited / independently reviewed financial statements

***Failure to comply with the above requirements may result into disqualification.***

### 6.2 Technical Evaluation Criteria (Phase 2)

**Proposals will be evaluated on functionality to assess bidder competence.**

Bidder(s) are required to achieve a minimum of 70 points out of 100 points to proceed to phase 3 (Price and Specific Goals).

No.	Technical Criterion	Evaluation	Weight	Application of Evaluation Criteria
1.	<b>Industry Experience</b>			
	Number of years' experience in the travel industry and providing corporate		40	40 points = 10 years and above



No.	Technical Criterion	Evaluation	Weight	Application of Evaluation Criteria
	travel management services.  Source Document: Reference Letter  <b>The reference letter must include the following information:</b> <ul style="list-style-type: none"> <li>• Commencement date and end date (Contract period)</li> <li>• Description of service provided.</li> </ul>			32 points = 8 - 9 years  24 points = 6 - 7 years  16 points = 4 - 5 years  8 points = Less than 3 years'
<b>2.</b>	<b>Similar Projects Completed</b>			
	Corporate travel management services previously performed and successfully completed, supported by reference letters by signed reference letters on client's letterhead.  <b>The reference letter must include the following information:</b> <ul style="list-style-type: none"> <li>• Commencement date and end date (Contract period)</li> <li>• Description of service provided.</li> </ul>		30	30 points = 5 or more projects  24 points = 4 projects  18 points = 3 projects  12 points = 2 projects  6 points = 1 project
<b>3.</b>	<b>Methodology and Transition Plan</b>			
	Bidders are requested to provide a detailed methodology and transition plan outlining how the assignment will be undertaken.		30	30 points = Comprehensive methodology and transition plan outlining activities and timelines, resource allocation and risk mitigation detailed deliverables and detailed contingency plan  24 points = Clear methodology and transition plan outlining activities timelines and resource allocation  18 points = Basic methodology and transition plan outlining activities and timelines  12 points = Methodology without a transition plan, activities and



No.	Technical Criterion	Evaluation	Weight	Application of Evaluation Criteria
				timelines not clearly stated and no resource allocation
				0 = No submission
<b>Total</b>			<b>100</b>	

### 6.3 Price and Specific Goals

In accordance with the provisions of the Preferential Procurement Policy Framework Act (PPPFA) and its Regulations, all responsive bids will be evaluated using the 80/20 or 90/10 preference point system, where constitutes 80/90 points and Specific Goals constitute 20/10 points.

The points obtained from Pricing and Specific Goals will be consolidated and rounded off to two decimals will be used to rank the bidders.

#### a) Price Evaluation

Price proposals must be submitted in South African Rand.

All prices must be inclusive of VAT.

NEDLAC has issued a pricing model that bidders must use to complete their financial proposal. The rates provided must be all inclusive, accurate and complete.

Points scored will be rounded off to the nearest 2 decimals.

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

$$Ps = 80 \left( 1 - \frac{Pt - Pmin}{Pmin} \right) \quad \text{90/10} \quad Ps = 90 \left( 1 - \frac{Pt - Pmin}{Pmin} \right)$$

OR

**Where:**

Ps = Points scored for comparative price of bid under consideration

Pt = Comparative price of bid under consideration

Pmin = Comparative price of lowest acceptable bid



**b) Specific Goals Evaluation**

The B-BBEE certificate or sworn affidavit should be submitted in the name of the bidding entity. If the proposal is submitted by an incorporated joint venture, the incorporated joint venture must submit their B-BBEE status level verification certificate or sworn affidavit. If the proposal is submitted by an unincorporated joint venture arrangement, the unincorporated joint venture must submit a consolidated B-BBEE certificate or sworn affidavit as if they were a group structure, and that such consolidated B-BBEE certificate or sworn affidavit is prepared for every separate proposal.

Bidders who do not claim preference points on the SBD 6.1 will be scored zero for Specific Goals.

Failure of a bidder to submit a B-BBEE certificate from a verification agency accredited by the South African Accreditation System (SANAS), a Companies and Intellectual Property Commission (CIPC) B-BBEE Certificate for Exempted Micro Enterprise (EME), or a sworn affidavit confirming annual turnover and level of black ownership in the case of an Exempted Micro Enterprise (EME) and Qualifying Small Enterprise (QSE) together with the proposal, will be interpreted to mean that preference points for B-BBEE are not claimed.

Points scored will be rounded off to the nearest 2 decimals.

**The Specific Goals points will be allocated as outlined below:**

<b>B-BBEE Levels</b>	<b>Number of points allocated (80/20 system)</b>	<b>Number of points allocated (90/10 system)</b>
BBEE Level 1	20	10
BBEE Level 2	16	8
BBEE Level 3	10	5
BBEE Level 4	8	4
BBEE Level 5	6	3
BBEE Level 6 - 8	0	0



## **6.4 Financial Risk Assessment**

Bidder(s) are required to submit complete set of audited/reviewed annual financial statements in the name of the bidding entity for 3 years:

- Statement of Comprehensive income,
- Statement of financial position,
- Statement of cash flows and accompanying notes

Entities trading for less than 3 (three) financial periods, should provide reasons in a letter signed by a duly authorized individual of the entity. All documentation to support the reasons of the entity trading for less than three financial periods should accompany this submission.

In the case of a Joint Venture (JV), the separate annual financial statements of all the entities forming part of the JV should be submitted. A copy of the JV legal agreement detailing the percentage.

Financial Statement Analysis will only be conducted on the qualifying bidders after the completion of Pricing and BBBEE evaluation.

## **7. CONDITIONS OF THE RFP**

NEDLAC is not obliged to appoint any bidder

NEDLAC reserves the right to withdraw or amend this RFP

All travel arrangements will be subject to PFMA, PPPFA, Treasury Regulations, NEDLAC Travel Policy and Cost Containment requirements.

No bid will be awarded to a bidder who is listed on the National Treasury National Treasury's Register for Tender Defaulters or the National Treasury's Database of Restricted Suppliers.

Bidders must declare any conflict of interest.

**NEDLAC will disqualify a bidder who engages in the following:**

- Bidder who submitted information that is fraudulent, factually untrue or inaccurate, for example memberships that do not exist, BEE credentials, experience, etc.
- Bidder who received information not available to other vendors through fraudulent means; and/or
- Bidder who does not comply with any other requirements as stipulated in this bid document.
- A bidder who engages in any collusive tendering, anti-competitive conduct, or any other similar conduct, including but not limited to any collusion with any other bidder



- A bidder who makes or offers any gift, gratuity, anything of value or other inducement, whether lawful or unlawful, to any of NEDLAC's officers, directors, employees, advisors or other representatives and any government entity's officers

## 8. TAX COMPLIANCE

The Bidder(s) must be compliant when submitting a bid to NEDLAC 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), where applicable.

Bids received from bidders with a non-compliant tax status may be disqualified with failure to update the Tax Status within 7 days.

No bid will be awarded to a bidder who is not tax compliant.

## 9. SUBMISSION REQUIREMENTS

The bid proposals must be submitted in two separate sealed envelopes in the below format:

<b>File 1</b>	<ul style="list-style-type: none"><li>• Standard Bidding Documents (SBDs)</li><li>• CSD Report</li><li>• Technical Evaluation Responses</li><li>• 3 years reviewed and audited Financial Statements</li><li>• Any other related document</li></ul>
<b>File 2</b>	<ul style="list-style-type: none"><li>• B-BBEE Certificate/Sworn Affidavit</li><li>• Pricing Proposal</li></ul>

## 10. ENQUIRIES

All enquiries must be in writing and directed to:

### SCM ENQUIRY

**Contact Person** : Joyce Tongwane  
**Tel no** : 011 328 4200 /060 771 0485  
**Email** : [joyce@nedlac.org.za](mailto:joyce@nedlac.org.za)



#### **TECHNICAL ENQUIRY**

**Contact Person** : Thomas Mohl  
**Tel no** : 011 328 4200 / 060 771 0732  
**Email** : [thomas@nedlac.org.za](mailto:thomas@nedlac.org.za)

Bidders are strictly prohibited from communicating with any NEDLAC personnel or third parties involved in the preparation, evaluation or adjudication of this RFP, except through the official contact person specified in this document.

Any direct or indirect communication with other NEDLAC employees or representatives concerning this RFP outside the designated communication channels may result into disqualification of the bidder at the sole discretion of NEDLAC.

#### **11. BID PREPARATION COST**

All costs and expenses incurred by the bidder in preparing and submitting a proposal shall be borne entirely by the bidder.

NEDLAC will not be liable for any costs, losses or expenses incurred by any bidder whether the proposal is successful or not.

Bidders are therefore advised to prepare their proposals on the understanding that no reimbursement or compensation will be made by NEDLAC for any bid-related cost.

#### **12. CHECKLIST OF RETURNABLE DOCUMENTS**

<b>No.</b>	<b>Document</b>	<b>Submitted (Yes/No)</b>
1	SBD 1 - Invitation to bid form has been completed and signed.	
2	SBD 4 - Bidder's Declaration of Interest has been completed and signed.	
3	SBD 6.1 - Preference points claim form has been completed and signed	
4	CSD Report	
5	Signed Reference Letters	
6	Methodology and Transition Plan	
7	B-BBEE Certificate/ Sworn Affidavit	
8	Pricing Model	
9	A complete set of three (3) most recent audited / independently reviewed financial statements	