

National Nuclear Regulator



Terms of Reference

No	Title	Closing Date
NNRSCM01/2009	TRAVEL MANAGEMENT SERVICE	28 May 2009

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SECTION A: NOTES TO PROSPECTIVE SERVICE PROVIDERS

1. Introduction

The National Nuclear Regulator (NNR) is established under the National Nuclear Regulator Act, 1999 (Act No. 47 of 1999) (NNRA). Its main object is to provide for the protection of persons, property and the environment against nuclear damage through the establishment of safety standards and regulatory practices.

2. Invitation to submit proposals

The NNR plans to negotiate a Retainer Contract for the successful provision of travel management services (TMS) with suitably qualified Travel Agent.

The successful bidder will be responsible to assist the NNR with all business travel arrangements as and when required. This includes air travel, accommodation and shuttle services and other related services.

3. Clarification of Terms of Reference (TOR)

All questions regarding the proposed project and proposal document should be addressed to Mr. Joel Maatjie at email jmaatjie@nnr.co.za and tel number (012) 674 7138.

The NNR may, at any time before the award of the tender, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the TOR documents by amendment. The amendment will be sent in writing by facsimile or electronic mail to all registered service providers, entities or individuals and will be binding on them.

4. Adjudication of proposals

- 4.1. The NNR promotes and encourages affirmative procurement and to this end has adopted a Supply Chain Management Policy which has as one of its primary aims to extend business opportunities to individuals or entities that demonstrate compliance to the objectives of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003) (BBBEE Act). Under this Policy, tenders are adjudicated using a system where points are awarded on the basis of the functionality of the solution, the tendered price and the status of the business enterprises in relation to the participation of *Previously Disadvantaged Individuals (PDI)* in equity ownership, the extent to which PDIs occupy executive management positions within the tendering enterprise, women equity ownership and disabled equity ownership.
- 4.2. For a service provider to claim BBBEE status points appropriate information must be provided together with the proposal. The award of BBBEE status points will be at the sole discretion of NNR. Points will **ONLY** be awarded where the NNR is fully satisfied that the business enterprise meets the relevant criteria.

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4.3. Evaluation of Proposals

The evaluation of proposals will be on the basis of their responsiveness to the scope of work, applying the evaluation criteria indicated below. Each responsive proposal will be given a score. A proposal considered to be unsuitable shall be rejected at this stage if it does not respond to important aspects of the scope of work.

No.	Category		Total
A.	Price		50%
B.	Compliance to Specification, Competency or Functionality		30%
1.	Understanding of the Scope of Work	15%	
2.	Experience of team members (provide names and CVs)	15%	
C.	Broad Based Black Economic Empowerment status ¹		20%
TOTAL			100%

5. Conditions for tenders

All tenderers responding to this request must meet the following conditions in order to be considered:

- 5.1 The tax clearance certificate issued by the South African Revenue Services must be attached;
- 5.2 The tenderer must submit **four (4) copies** in a manner prescribed in this tender document;
- 5.3 The tenderer shall furnish such additional information that the NNR may reasonably require;
- 5.4 Any false declaration of the information will result in the exclusion of the tender from consideration
- 5.5 A complete proposal, with a **signed** form of **offer or a letter** of undertaking with contents similar to the form prepared on the company's official letterhead, shall be placed in a sealed envelope clearly marked with the following title:

¹ Individuals or entities claiming BBBEE status must provide accreditation certification from Department of Trade & Industry approved verification agencies.

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“NNRSCM01/2009 Proposal for the Appointment of a Service Provider for Travel Management Services

PLEASE NOTE: The envelope should also bear the name and postal address of the service provider.

5.6 The proposal, in the sealed envelope, shall be deposited in the Tender Box at the offices of the NNR at the following address:

**The National Nuclear Regulator
Centurion Office Park
Block A, 2nd Floor Old Mutual Office Park
Cnr. Hendrik Verwoerd Drive and Embankment Road
CENTURION
South Africa**

6. Decision to award tender

The NNR is not bound to accept any of the proposals submitted including the lowest offer. The decision to award the tender will be based on both the competencies and cost portions of the proposal.

7. Costs of preparation of the proposal

The costs of preparing the proposal and of negotiating the contract are not reimbursable as a direct cost of this TOR.

8. Validity Periods

The period for the proposal to remain valid and binding should be at least 60 days from the offer date as reflected in the Form of Offer.

9. Firm Price/rate

Service providers must submit firm prices. Firm prices are deemed to be the prices at which the services are delivered without any adjustment being made thereto for any reason whatsoever.

10. Acceptance

The successful service provider will be notified through a **Letter of Acceptance** from the NNR signed by an authorised official of the NNR, notifying the service provider of the acceptance of the Proposal.

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The award of the tender shall be subject to the successful conclusion of a contract between the NNR and the successful service provider.

11. Commencement of assignment

Commencement of work shall be subject to the provisions of the contract and receipt of an official order from the NNR.

The Contract(s) shall commence on 1 July 2009 for a period of 24 months.

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12. Terms of Payment

- 12.1.** The NNR will only commence payment processes after fulfilment of the conditions contained in the contract and receipt of an invoice from the service provider and after such has been approved by the client division as representing the services received under this Terms of Reference.
- 12.2.** Payment of invoices will be effected on the last day of the calendar month following the calendar month of receipt of a correct and original invoice.
- 12.3.** All payments will be made by the NNR **ONLY** through electronic bank transfer into a banking account nominated by the Service Provider.

13. Cancellation of the TOR

The NNR reserves the right to cancel this TOR, at any stage, if the NNR determine that time-lines and standards have been or are likely to be compromised or it determines that it is not in the best interest of the NNR to proceed with the TOR.

14. Closing time and date

The completed proposal must be delivered at the submission address on or before the following time and date **Thursday 28 May, 12:00.**

PLEASE NOTE: Any proposal received after the closing time for submission of proposals shall be returned unopened.

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SECTION B: SCOPE OF WORK

15. Introduction

The NNR requires the Travel Agent(s) in all cases to book the lowest available fares and to research alternate itineraries (at least three options, if available) in order to provide the lowest appropriate fares, which satisfy the NNR travel policies and mission requirements. The NNR travel policies embody the basic principles which are follows:

- Where available, use of the lowest applicable fare (including penalty fares) is the preference;
- Full economy fares may be used with approval of the Chief Financial Officer and if no appropriate reduced fares are available;
- Business class travel or equivalent may be applicable in terms of the policy and only in limited situations;
- The Travel Agent(s) must be knowledgeable of and prepare to offer special fares, restricted fares, discount fares, and bulk fares for use whenever appropriate. Fares which entail restrictive conditions (such as penalties or stay-over's), however, shall only be booked with the express approval of authorized Agency personnel. The agent must be able to guide the NNR on the most appropriate arrangement regarding airlines.
- The Travel Agent(s) shall, where appropriate, attempt to obtain free upgrades for NNR travellers. Any upgrades should be used for the cost-savings purposes.

16. Deliverables

The Travel Agent(s) contracted will provide a wide range of TMS (travel management services) and should have the capacity to handle commercial accounts.

16.1. General

The Travel Agent(s) should provide travel services from 7.30 am to 18.00 pm during working days. In addition Travel Agent(s) shall provide for 24 hours a day emergency service, as well as for services during weekends and official holidays where emergency travel service is required. One of the Travel Agent(s)'s employees shall always be reachable by phone;

16.2. Reservation and ticketing

- a. For every duly approved NNR Travel request, Travel Agent(s) shall immediately prepare appropriate itineraries and formal quotations based on the lowest fare (preferred airlines : SAA and British Airways) and the most direct and convenient routing;

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- b. In the event that required travel arrangements cannot be confirmed, Travel Agent(s) shall notify the requesting party of the problem and present three (3) alternative routings/quotations for consideration;
- c. For wait-listed bookings, Travel Agent(s) shall provide regular feedback on status of flight;
- d. Travel Agent(s) shall promptly issue and deliver accurately e-tickets or confirmations and detailed itineraries, (in printed and electronic format) showing the accurate status of the airline, car hire and hotel reservations on all segments of the journey; and shall keep abreast of carrier schedule changes, as well as all other alterations and new conditions affecting travel and make appropriate adjustments for any change(s) in flight, schedules prior to or during the traveller's official trip. When necessary , e-tickets and billings shall be modified or issued to reflect these changes;
- e. Travel Agent(s) shall accurately advise the NNR of e-ticketing deadlines and other relevant information every time reservations are made, in order to avoid cancellations of bookings;
- f. Travel Agent(s) ensure that all travelling staff has complete travel documents required for their journeys, sufficiently before departure;
- g. Association ("IATA") or tickets stock of recognized, reputable airlines as approved by the NNR;
- h. Travel Agent(s) shall only act on travel requests for official travel submitted by the responsible staff of the NNR ;
- i. Travel Agent(s) shall be given complete copies of the various NNR travel policies and procedures and shall be fully familiar and comply with these policies and procedures for all official Travel;
- j. Travel Agent(s) shall provide an information service to notify the NNR and the travellers of such events as airport closings, cancelled or delayed flights, trains, buses voyages and strike situations as well as of local political or safety conditions which may affect travel to any particular destination;

16.3 Hotels

- a. The Travel Agent(s) shall make reservations for lodging accommodations when requested. This service shall include initiating and confirming reservations, and confirming the all -inclusive rate at which the reservation is made;
- b. The Travel Agent(s) agrees to negotiate to the maximum to the extent possible, discount rates, including net rates, for hotel accommodations applicable specifically to reservations by the NNR for official travel and to arrange such services on a worldwide basis when requested to do so.

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16.4. Other Services

- a. The Travel Agent(s) shall assist the NNR in obtaining visas. This assistance shall consist of providing the forms and applications for visa requests, providing visa information to travellers, conducting visa assistance follow-ups, keeping appropriate records thereon, using and making arrangements for issuance of visas;
- b. The Travel Agent(s) shall provide travellers with advise on necessary health requirements, including types of inoculations and vaccinations either required or suggested for travel to certain countries or areas;
- c. Travel Agent(s) shall indicate any special features, programmes, or services that would be beneficial to the NNR and its travellers (e.g. visa processing, "Meet and Greet", Lost baggage follow-up, insurance, preferred seating arrangements,).

16.5 Traveller's Profiles

The Travel Agent(s) shall maintain computerized profiles of all travellers, as designated or defined from time to time by the NNR, setting forth the traveller's preferences regarding airlines, Hotels, seating and meal requirements, and passport, and such other information as is useful to facilitate such travellers travel arrangements.

16.6 Ticket Delivery

The Travel Agent(s) shall deliver e-tickets or confirmations, based upon proper authority from the NNR in case of official travel, boarding passes (where available) and other travel documents as determined necessary by the NNR. E-Tickets or confirmations shall routinely be provided not later than two days in advance of travel unless required otherwise. The Travel Agent(s) shall deliver e-tickets or confirmations to the NNR traveller at the premises of the respective during business hours, in far places. The Travel Agent(s) shall use other facilities to effect such deliveries. Furthermore, the Travel Agent(s) shall, as requested provide emergency e-ticket delivery, or prepaid e-tickets or otherwise, after hours at an appropriate airport or through one of its office or correspondent.

16.7 Management Reports

The Travel Agent(s) shall provide the NNR with management information reports consisting, at a minimum, of the following:

- a. A concise quarterly narrative of the Travel Agent(s)'s activities, which shall be submitted to the NNR within 15 calendar days after the end of the quarter. This report should identify problems, if any, and recommend solutions. Suggestions to enhance service should be included. The report should run concurrent with the NNR's year end;
- b. A quarterly summary (including year to date cumulative figures) of sales activity data, which shall be submitted to the NNR within 15 days of the end of the quarter. This summary shall reflect all official

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sales activities with each airline based on ticket's value. This report should also show a detailed analysis of the number of trips, most frequent city-pairs, carriers used, savings achieved from the carrier's lowest available "H" fare. "Ticket refund" status reports are also required.

16.8 Refunds

The Travel Agent(s) shall process for refund all returned airline tickets for official travel within seven days. A Credit Card Refund Notice shall be processed by the Travel Agent(s) within a reasonable time period.

16.9 Service Standards

The Travel Agent(s) shall provide polite, responsive and efficient service at all times to fulfil the NNR requirements. As a service objective, telephone calls should be answered promptly. When it is necessary to place calls on hold, they should not be kept on hold for more than a few minutes and call-back, when necessary, should be made within one hour.

16.10 Supplier Relations

- Travel Agent(s) shall not favour any particular carrier when making reservations unless otherwise stated in respect of preferences.
- The Travel Agent(s) shall undertake to provide contacts between the NNR and, inter alia, airports, airlines, hotels and car rental companies, and shall arrange for regular meetings between the NNR and such entities for the benefit of the NNR.

16.11 Performance Evaluation and Review

The Travel Agent(s) shall meet periodically with the NNR to discuss issues of mutual concern, to review the Travel Agent(s)'s performance and to discuss improvements which the Travel Agent(s) or the NNR should make in order to achieve more effective travel management and greater savings. The Travel Agent(s) shall arrange meetings quarterly to discuss travel updates and other travel matters with the NNR. The Travel Agent(s) shall make the NNR aware immediately of major industry changes, which have a broad impact on its travel policy or procedures.

16.12 Travel Agent(s)'s Quality Control

- a. The Travel Agent(s) shall establish and operate to monitor on a regular and continual basis the quality of travel services provided to the NNR. These procedures shall include a self-inspection system covering all the services to be performed under the Contract and shall include a method for monitoring, identifying and correcting deficiencies in the quality of service furnished to the NNR. The NNR shall be notified of any deficiencies found and corrective action taken; such actions shall be included in the Travel Agent(s)'s narrative report.
- b. The NNR reserve the right to conduct its quality control surveys among frequent travellers.

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- c. The Travel Agent(s) warrants that the personnel assigned to handle the NNR's travel arrangements shall have a strong tariff experience and shall constantly be trained to be kept up to date.

16.13 Conferences and Meetings

- a. The Travel Agent(s) shall, upon request, facilitate the arrangement of conferences, meetings, seminars and training workshops.
- b. The Travel Agent(s) shall identify suitable hotels or other establishments, request for proposals and quotations, negotiate rates and other terms and conditions and present the final offer for consideration and approval by the NNR.
- c. The Travel Agent(s) shall, if requested, assist the NNR in preparing for the meeting, including, but not limited to, ensuring that all the agreed upon conditions are being met by the hotel or the establishment where the meeting is to take place.
- d. The Travel Agent(s) will ensure that any other services such as registration of participants, additional equipments, assistants, ancillary staff and transportation of participants will be satisfactorily provided.
- e. It is understood that the successful bidder will charge a fee for providing the services listed above.

17. Competency and Expertise Requirements of Resources

- The Travel Agent(s) shall assign adequate personnel to service satisfactorily the volume of work and to fulfil its obligations under the Contract with the NNR. In general the Travel Agent(s) shall assign the relevant personnel according to their technical know-how and reliability.
- The Travel Agent(s) shall assign a representative experienced in providing corporate travel services to oversee the travel management services provided to the NNR and to ensure full compliance with all requirements of the Contract with the NNR.
- The Travel Agent(s)'s employees shall perform their functions in a highly efficient and professional manner.
- The Travel Agent(s) shall have in its current office all the necessary equipment and facilities, and shall employ a sufficient number of experienced and professionally trained travel experts and staff.
- The successful Travel Agent(s) who will be contracted to serve the needs of the NNR shall have the following minimum qualifications:
- Accredited BSP/IATA Travel Agent(s)

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- Maintains a good track record in serving international organizations, embassies and multinational corporations; list of corporate clients should be provided
- Employs competent and experienced travel consultants, especially in e-ticketing and fare computations, as evidenced by their track record
- Maintains facilities of on-line booking/airline reservations, in-plant domestic and international ticketing and ticket printing facilities/satellite ticketing printer, basic office equipment, telecommunications equipment, and online booking tool
- Capable of deploying motorized messenger(s)/documentation clerk(s) and drivers.
- Willing and able to guarantee the delivery of products and services in accordance with the performance standards required by this TOR.
- The successful Travel Agent(s) shall also be required to devote at least one on personnel providing dedicated services to the travel needs of the NNR.
- All such personnel will be required to be well-versed on the travel policies of the NNR and each of its agencies, and adopt the same knowledge on the conduct of business and delivery of services to the NNR.

18. Conduct of Work

The provider will be expected to assist the Administrators when required and will be required to visit the NNR at regular intervals on an appointment basis to provide and make necessary arrangements.

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SECTION C: FORM OF OFFER

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We, _____ (the name of service provider) do hereby propose to provide services/products to the National Nuclear Regulator in conformity with the scope of work, applicable laws, regulations, guidelines, and TOR and Appendices if any detailed in this Tender Document.

The offered price(s) for the good or services under this tender invitation are detailed in the body of the proposal or in the Price Schedule Section of this tender document and are **VAT inclusive**

We acknowledge that we have familiarised ourselves with all the contents of this tender document as they are detailed in all the sections of the document, accompanying appendices, where applicable, etc.

We undertake, if our proposal is accepted, to enter into a contract with the NNR to commence work in accordance with the scope of work and the contents of this tender invitation and any other terms agreed with the NNR.

Signed at _____ (place) on

_____ (date).

Full Name of duly authorised official of the service provider

SIGNATURE