

**Appointment of an in-house service travel  
management company(ies) to provide the  
Department of Energy with travel & and  
accommodation, venue hire and related facilities  
services for a period of 36 months**

**Date Issued: [31/03/2017]**

**Closing date and time: [25/04/2017 at 11:00am]**

**Bid Validity Period: 120 days**

**TENDER BOX ADDRESS: 192 Matimba House**

**Corner Visagie and Paul Kruger Street  
Pretoria  
0001**

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## **1. INTRODUCTION**

- 1.1 The Department of Energy (DOE) seeks to appoint service provider/s that will coordinate travel and accommodation and conference facilities arrangements in respect of its officials and/or approved non-DOE officials in the interest of the Department.
- 1.2 The travel and accommodation arrangements will only be for persons travelling for official purposes and with prior approval obtained from the relevant authorities.
- 1.3 In cases of group bookings, the DoE reserves the right to exercise its own travel option and arrangements, taking into consideration any existing contract[s] with suppliers of services like charter flights or road transport.
- 1.4 The most cost effective and practical means of transport and accommodation facilities are to be used at all times. The travel management service provider/s must clearly demonstrate a reduction in costs by utilising discounted rates and other available incentives optimally.

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

- 2.1 The purpose of this Request for Proposal (RFP) is to solicit proposals from potential bidder(s) for the provision of travel management services to the Department of Energy.
- 2.2 This RFP document details and incorporates, as far as possible, the tasks and responsibilities of the potential bidder required by the Department of Energy for the provision of travel management services.

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

### 3. DEFINITIONS

<b>Accommodation</b>	means the rental of lodging facilities while away from one's place of abode, but on authorised official duty.
<b>After-hours service</b>	refers to an enquiry or travel request that is actioned after normal working hours, i.e. 8h00-17h00 on Mondays to Fridays and twenty-four (24) hours on weekends and public holidays
<b>Air travel</b>	means travel by airline on authorised official business.
<b>Authorising Official</b>	means the employee who has been delegated to authorise travel in respect of travel requests and expenses, e.g. line manager of the traveller.
<b>Car Rental</b>	means the rental of a vehicle for a short period of time by a Traveller for official purposes.
<b>Department</b>	means the organ of state, Department of Energy.
<b>Domestic travel</b>	means travel within the borders of the Republic of South Africa.
<b>Emergency service</b>	means the booking of travel when unforeseen circumstances necessitate an unplanned trip or a diversion from original planned trip.
<b>gCommerce</b>	refers to the Government's buy-site for transversal contracts.
<b>International travel</b>	refers to travel outside the borders of the Republic of South Africa.
<b>Lodge Card</b>	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. .
<b>Management Fee</b>	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).
<b>Merchant Fees</b>	are fees charged by the lodge card company at the point of sale for bill back charges for ground arrangements.
<b>Quality Management System</b>	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.
<b>Regional travel</b>	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.
<b>Service Level Agreement (SLA)</b>	is a contract between the TMC and Government that defines the level of service expected from the TMC.
<b>Shuttle Service</b>	means the service offered to transfer a Traveller from one point to another, for example from place of work to the airport.
<b>Third party fees</b>	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.
<b>Transaction Fee</b>	means the fixed negotiated fee charged for each specific service type e.g. international air ticket, charged per type per transaction per traveller.
<b>Traveller</b>	refers to a Government official, consultant or contractor travelling on official business on behalf of Government.
<b>Travel Authorisation</b>	is the official form utilised by Government reflecting the detail and order number of the trip that is approved by the relevant authorising official.
<b>Travel Booker</b>	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.
<b>Travel Management Company or TMC</b>	refers to the Company contracted to provide travel management services (Travel Agents).
<b>Travel Voucher</b>	means a document issued by the Travel Management Company to confirm the reservation and/or payment of specific travel arrangements.
<b>Value Added Services</b>	are services that enhance or complement the general travel management services e.g. Rules and procedures of the airports.
<b>VAT</b>	means Value Added Tax.

<b>VIP or Executive Service</b>	means the specialised and personalised travel management services to selected employees of Government by a dedicated consultant to ensure a seamless travel experience.
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#### **4. LEGISLATIVE FRAMEWORK OF THE BID**

##### **4.1. Tax Legislation**

- 4.1.1. Bidder(s) must be compliant when submitting a proposal to [Institution name] 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**

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

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

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

## 5. BRIEFING SESSION

5.1 A compulsory briefing and clarification session will be held at **192 Visage, Matimba House, corner Visagie and Paul Kruger Street on 12 April 2017 at 10:00** to clarify to bidder(s) the scope and extent of work to be executed.

## 6. TIMELINE OF THE BID PROCESS

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

Activity	Due Date
Advertisement of bid on Government e-tender portal / print media / Tender Bulletin	31 March 2017
Compulsory briefing and clarification session	12 April 2017 at 10:00
Questions relating to bid from bidder(s)	20 April 2017
Bid closing date	25 April 2017 at 11:00
Notice to bidder(s)	The Department will endeavour to inform bidders of the progress until conclusion of the bid.

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

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

## **7. CONTACT AND COMMUNICATION**

- 7.1. A nominated official of the bidder(s) can make enquiries in writing, to the specified person, Ms Sinna Nkotswe via email [Sinna.Nkotswe@energy.gov.za](mailto:Sinna.Nkotswe@energy.gov.za) and/or 012 406 7749. Bidder(s) must reduce all telephonic enquiries to writing and send to the above email address.
- 7.2. The delegated office of the Department of Energy may communicate with Bidder(s) where clarity is sought in the bid proposal.
- 7.3. Any communication to an official or a person acting in an advisory capacity for the Department of Energy in respect of the bid between the closing date and the award of the bid by the Bidder(s) is discouraged.
- 7.4. All communication between the Bidder(s) and the Department must be done in writing.
- 7.5. Whilst all due care has been taken in connection with the preparation of this bid, the Department makes no representations or warranties that the content of the bid or any information communicated to or provided to Bidder(s) during the bidding process is, or will be, accurate, current or complete. The Department, and its employees and advisors will not be liable with respect to any information communicated which may not accurate, current or complete.
- 7.6. If Bidder(s) finds or reasonably believes it has found any discrepancy, ambiguity, error or inconsistency in this bid or any other information provided by the Department (other than minor clerical matters), the Bidder(s) must promptly notify the Department in writing of such discrepancy, ambiguity, error or inconsistency in order to afford Department of Energy an opportunity to consider what corrective action is necessary (if any).
- 7.7. Any actual discrepancy, ambiguity, error or inconsistency in the bid or any other information provided by the Department will, if possible, be corrected and provided to all Bidder(s) without attribution to the Bidder(s) who provided the written notice.
- 7.8. All persons (including Bidder(s)) obtaining or receiving the bid and any other information in connection with the Bid or the Tendering process must keep the contents of the Bid and other such information confidential, and not disclose or use the information except as required for the purpose of developing a proposal in response to this Bid.

## **8. LATE BIDS**

- 8.1 Bids received after the closing date and time, at the address indicated in the bid documents, will not be accepted for consideration and where practicable, be returned unopened to the Bidder(s).

## **9. COUNTER CONDITIONS**

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

## **10. FRONTING**

- 10.1. 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.
- 10.2. 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 may have against the Bidder / contractor concerned.

## **11. SUPPLIER DUE DILIGENCE**

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

## **12. SUBMISSION OF PROPOSALS**

- 12.1. Bid documents may either be posted to The Department of Energy, Private Bag X96, Pretoria, 0001 (preferably registered mail) OR placed in the tender box OR couriered to the aforesaid address on or before the closing date and time.
- 12.2. Bid documents will only be considered if received by the Department of Energy before the closing date and time, regardless of the method used to send or deliver such documents to the Department.
- 12.3. 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: 25 April 2017 at

11:00. 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:

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

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

**13. PRESENTATION / DEMONSTRATION**

13.1 The Department of Energy reserves the right to request presentations/demonstrations from three (3) short-listed Bidders as part of the evaluation process.

**14. DURATION OF THE CONTRACT**

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

**15. SCOPE OF WORK**

**15.1. Background**

15.1.1 Currently there is an in-house travel management services to facilitate the travel requisition and travel expense processes within the travel management lifecycle. The

internal travel requisition process is currently a manual system where information is manually captured on the travel form authorised by the relevant authority.

15.1.2 The Department of Energy's primary's objective in issuing this RFP is to enter into agreement with successful bidder(s) who will achieve the following:

- a) Provide 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 the Department without any degradation in the services;
- c) Appropriately contain the Department's risk and traveller risk.

## 15.2. Travel Volumes

15.2.1 The current Departmental total volumes per annum include air travel, accommodation, car hire, forex, conference, etc. The table below details the number of transactions for the FY 2015/2016 as follows:

<b>GRAND TOTAL</b>		
<b>Service Category</b>	<b>Estimated number of transactions per annum</b>	<b>Estimated Expenditure per annum</b>
<b>Air travel - Domestic</b>	<b>3,413</b>	<b>17,424,146</b>
<b>Air travel - Regional &amp; International</b>	<b>373</b>	<b>13,283,671</b>
<b>Car Rental - Domestic</b>	<b>2,017</b>	<b>5,177,404</b>
<b>Car Rental - Regional &amp; International</b>	<b>1</b>	<b>1,996</b>
<b>Shuttle Services - Domestic</b>	<b>same as "Transfers - Domestic"</b>	
<b>Accommodation - Domestic</b>	<b>4,363</b>	<b>13,793,462</b>
<b>Accommodation - Regional &amp; International</b>	<b>83</b>	<b>1,079,979</b>
<b>Transfers - Domestic</b>	<b>1,920</b>	<b>2,773,587</b>
<b>Transfers - Regional &amp; International</b>	<b>1</b>	<b>2,854</b>
<b>Bus/Coach bookings</b>	<b>39</b>	<b>29,589</b>
<b>Train - Regional &amp; International</b>	<b>0</b>	<b>0</b>
<b>Conference/Events</b>	<b>181</b>	<b>8,506,393</b>
<b>After Hours</b>	<b>66</b>	<b>206,600</b>
<b>Parking</b>	<b>0</b>	<b>0</b>
<b>Insurance</b>	<b>0</b>	<b>0</b>
<b>Forex</b>	<b>18</b>	<b>163,298</b>
<b>GRAND TOTAL</b>	<b>12,475</b>	<b>62,442,980</b>

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 to assist the bidders to prepare proposals.

### 15.3. Service Requirements

#### 15.3.1. General

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

- a. The travel services will be provided to all Travellers travelling on behalf of the Department locally and internationally. This will include employees, contractors, consultants where the Department is responsible for the arrangement and cost of travel.
- b. Provide travel management services during normal office hours (Monday to Friday 8h00 – 17h00) and provide after hours and emergency services as stipulated in paragraph 15.3.6.
- c. Familiarisation with current Departmental travel business processes.
- d. Familiarisation with current travel suppliers and negotiated agreements that are in place between the Department, and third parties. Assist with further negotiations for better deals with travel service providers.
- e. Familiarisation with current Departmental, Travel Policy and implementations of controls to ensure compliance.
- f. Penalties incurred as a result of the inefficiency or fault of a travel consultant will be for the TMC's account, subject to the outcome of a formal dispute process.
- g. Provide a facility for the Department to update their travellers' profiles.
- h. Manage the third party service providers by addressing service failures and complaints against these service providers.
- i. Consolidate all invoices from travel suppliers.
- j. Provide a detailed transition plan for implementing the service without service interruptions and engage with the incumbent service provider to ensure a smooth transition.
- k. Provide the reference letters from at least three (3) contactable existing/recent clients (within past 3 years) which are of a similar size to the Department of Energy. .
- l. It will be an added advantage if the bidder is a member of ASATA (Association of South African Travel Agents). Proof of such membership must be submitted with the bid at closing date and time.

### 15.3.2. Reservations

The Travel 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. Note that, unless otherwise stated, all cases include domestic, regional and international travel bookings.
- o. 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.
- p. Negotiated airline fares, accommodation establishment rates, car rental rates, etc. that are negotiated directly or established by National Treasury are **non-commissionable**, where

commissions are earned for the Departmental bookings all these commissions should be returned to the Department of Energy on a quarterly basis.

- q. Ensure confidentiality in respect of all travel arrangements and concerning all persons requested by the Department of Energy.
- r. Timeous submission of proof that services have been satisfactorily delivered (invoices) as per the Departmental instructions

#### 15.3.3. **Air Travel**

- a. The TMC must be able to book full service carriers as well as low cost carriers.
- b. The TMC will book the most cost effective airfares possible for domestic 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.

#### 15.3.4. **Accommodation**

- a. The TMC will obtain price comparisons within the maximum allowable rate matrix as per the cost containment instruction no.3 of 2016/17 issued by 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 the Department of Energy's travel policy.
- d. The Department of Energy travellers may only stay at accommodation establishments where corporate rates have been negotiated. 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.
- e. Accommodation vouchers must be issued to all the travellers for accommodation bookings and must be invoiced to the Department of Energy as per arrangement. Such invoices must be supported by a copy of the original hotel accommodation charges.
- f. The TMC must during their report period provide proof, where applicable, that accommodation rates were booked within the maximum allowable rates as per the cost containment instruction of the National Treasury.
- g. Cancellation of accommodation bookings must be done promptly to guard against no show and late cancellation fees.

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

- a. The TMC will book the approved category vehicle in accordance with the Departmental 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, 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 Departmental 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 Department, 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.

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

- a. The TMC must provide a consultant or team of consultants to assist Travellers with after hours and emergency reservations and changes to travel plans.
- b. A dedicated consultant/s must be available to assist VIP/Executive Travellers with after hour or emergency assistance.
- c. After hours' services must be provided from Monday to Friday outside the official hours (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.

#### 15.4. **Communication**

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

#### 15.5. **Financial Management**

- 15.5.1. The TMC must implement the rates negotiated by the Department of Energy with travel service providers or the discounted air fares, or the maximum allowable rates established by the National Treasury where applicable.
- 15.5.2. The TMC will be responsible to manage the service provider accounts. This will include the timely receipt of invoices to be presented to the Department of Energy for payment within the agreed time period.
- 15.5.3. Enable savings on total annual travel expenditure and this must be reported and proof provided during monthly and quarterly reviews.
- 15.5.4. The TMC will be required to offer a 30 day bill-back account facility to institutions should a lodge card not be offered. 'Bill back', refers to the supplier sending the bill back to the TMC, who, in turn, invoices the Department of Energy for the services rendered.

- 15.5.5. Where pre-payments are required for smaller Bed & Breakfast /Guest House facilities, these will be processed by the TMC. These are occasionally required at short notice and even for same day bookings.
- 15.5.6. Consolidate Travel Supplier bill-back invoices
- 15.5.7. The TMC is responsible for the consolidation of invoices and supporting documentation to be provided to the Departmental Finance section 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.
- 15.5.8. Ensure Travel Supplier accounts are settled timeously.

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

- 15.6.1. The TMC must have the capability to consolidate all management information related to travel expenses into a single source document with automated reporting tools.
- 15.6.2. All management information and data input must be accurate.
- 15.6.3. The TMC will be required to provide the Department of Energy with a minimum of three (3) standard monthly reports that are in line with the National Treasury's Cost Containment Instructions reporting template requirements at no cost.

The reporting templates can be found on

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

- 15.6.4. Reports must be accurate and be provided as per the Departmental 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).
- 15.6.5. The Department of Energy may request the TMC to provide additional management reports.
- 15.6.6. Reports must be available in an electronic format for example Microsoft Excel.
- 15.6.7. Service Level Agreements reports must be provided on the agreed date. It will include but will not be limited to the following:
  - 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.

15.6.8. The TMC will implement all the necessary processes and programs to ensure that all the data is secure at all times and not accessible by any unauthorised parties.

15.7. **Account Management**

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

15.7.2. The TMC must appoint a dedicated Account or Business Manager that is ultimately responsible for the management of the Department of Energy's account.

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

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

15.7.5. Ensure that the Department of Energy's Travel Policy is enforced.

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

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

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

15.8. **Value Added Services**

The TMC must provide the following value added services:

15.8.1. Destination information for regional and international destinations:

- i. Health warnings;
- ii. Weather forecasts;
- iii. Places of interest;
- iv. Visa information;
- v. Travel alerts;
- vi. Location of hotels and restaurants;
- vii. Information including the cost of public transport;
- viii. Rules and procedures of the airports;
- ix. Business etiquette specific to the country;
- x. Airline baggage policy; and
- xi. Supplier updates

15.8.2. Electronic voucher retrieval via web and smart phones;

15.8.3. SMS notifications for travel confirmations;

15.8.4. Travel audits;

15.8.5. Global Travel Risk Management;

15.8.6. VIP services for Executives that include, but is not limited to check-in support.

15.9. **Cost Management**

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

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

15.9.3. The TMC should have in-depth knowledge of the relevant supplier(s)' products, to be able to provide the best option and alternatives that are in accordance with the Department of Energy's Travel Policy to ensure that the Traveller reaches his/her destination safely, in reasonable comfort, with minimum disruption, cost effectively and in time to carry out his/her business.

15.10. **Quarterly and Annual Travel Reviews**

15.10.1. Quarterly reviews are required to be presented by the Travel Management Company on all Departmental travel activity in the previous three-month period. These reviews are

comprehensive and presented to Supply Chain Management section as part of the performance management reviews based on the service levels.

15.10.2. Annual Reviews are also required to be presented to the Chief Financial Officer.

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

- i. Institution to list the information that will be required. The reporting requirements in the National Treasury Instruction 3 of 2016/17 (Cost Containment Measures related to Travel & Subsistence) may be used as minimum.

15.11. **Office Management**

15.11.1. The TMC to ensure high quality service to be delivered at all times to the Departmental travellers. The TMC is required to provide 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)

15.12. **On-site Facilities**

15.12.1. The Department will provide the TMC with the following facilities on the terms and conditions negotiated upon by both parties:

- i. Office Space
- ii. Telephones
- iii. Shelving
- iv. IT infrastructure (cabling, trunking and cabinet) for TMC to connect to and carry those costs
- v. Direct line (can be used for fax machine)
- vi. Bathroom and kitchen facilities

16. **PRICING MODEL**

16.1. Bidders are required to propose two (2) pricing models being (i) the transactional fee model and (ii) the management fee model. The Department will at its discretion select the best possible cost effective solution.

## 16.2. **Transaction Fees**

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

16.2.1. 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.

- i. On-site option **(Template 1)**
- ii. Off-site option **(Template 2)**

16.2.2. The Bidder must further indicate the estimated percentage split between Traditional booking and On-line bookings.

### **AND / OR**

## 16.3. **Management Fee**

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

16.3.1. The management fee is the total fee per annum that will be charged to the Department of Energy in twelve payments. The Department will pay the fee monthly in arrears.

- i. On-site option **(Template 3)**
- ii. Off-site option **(Template 4)**

## 16.4. **Volume driven incentives**

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

- i. National Treasury has negotiated non-commissionable fares and rates with various airlines carriers and other service providers;
- ii. No override commissions earned through the Department of Energy reservations will be paid to the TMCs;
- iii. An open book policy will apply and any commissions earned in volumes will be reimbursed to the Department of Energy.
- 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**

17.1 Minimum standards are set to ensure that the bidders meet the requirements in order to be evaluated and selected as a/the successful bidder(s). The minimum standards consist of the following:

<b>Pre-qualification Criteria (Phase 0)</b>	<b>Technical Evaluation Criteria (Phase 1)</b>	<b>Price and B-BBEE Evaluation (Phase 2)</b>
Bidders must submit all documents as outlined in paragraph 17.1 (Table 1) below. Only bidders that comply with ALL these criteria will proceed to Phase 1.	Bidder(s) are required to achieve a minimum of 80 points out of 100 points to proceed to Phase 2 (Price and BEE).	Bidder(s) will be evaluated out of 100 points and Phase 2 will only apply to bidder(s) who have met and exceeded the threshold of 80 points.

## 17.2 Phase 0: Pre-qualification Criteria

17.1.1 Without limiting the generality, 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**

<b>Document that must be submitted</b>	<b>Non-submission may result in disqualification?</b>	
<b>Invitation to Bid – SBD 1</b>	<b>YES</b>	Complete and sign the supplied pro forma document
<b>Tax Status Tax Clearance Certificate – SBD 2</b>	<b>YES</b>	<ul style="list-style-type: none"> <li>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)</li> <li>ii. Proof of Registration on the Central Supplier Database (Refer Section 4.1.5)</li> <li>iii. Vendor number</li> <li>iv. In the event where the Bidder submits a hard copy of the Tax Clearance Certificate, the CSD verification outcome will take precedence.</li> </ul>
<b>Declaration of Interest – SBD 4</b>	<b>YES</b>	Complete and sign the supplied pro forma document
<b>Preference Point Claim Form – SBD 6.1</b>	<b>NO</b>	Non-submission will lead to a zero (0) score on BBBEE

<b>Declaration of Bidder's Past Supply Chain Management Practices – SBD 8</b>	<b>YES</b>	Complete and sign the supplied pro forma document
<b>Certificate of Independent Bid Determination – SBD 9</b>	<b>YES</b>	Complete and sign the supplied pro forma document
<b>Bidder Compliance form for Functional Evaluation</b>	<b>YES</b>	Complete and sign
<b>Registration on Central Supplier Database (CSD)</b>	<b>NO</b>	The Travel Management Company (TMC) must be registered as a service provider on the Central Supplier Database (CSD). If you are not registered proceed to complete the registration of your company prior to submitting your proposal. Visit <a href="https://secure.csd.gov.za/">https://secure.csd.gov.za/</a> to obtain your vendor number. Submit proof of registration.
<b>IATA Licence / Certificate</b>	<b>YES</b>	<p><b>17.1.1.1</b> Bidders are required to submit their International Air Transport Association (IATA) licence/ certificate (certified copy) at closing date.</p> <p><b>17.1.1.2</b> Where a bidding company is using a 3rd party IATA licence, proof of the agreement must be attached and copy of the certificate to that effect at closing date.</p>
<b>Pricing Schedule</b>	<b>YES</b>	Submit full details of the pricing proposal as per <b>Annexure A3 in a separate envelope</b>

## 17.2 Phase 1: Technical Evaluation Criteria = 100 points

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

17.2.3 Only Bidders that have met the Pre-Qualification Criteria in (Phase 0) will be evaluated in Phase 1 for functionality. Functionality will be evaluated as follows:

17.2.4 As part of due diligence, the Department 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 sole discretion of the Department.

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

Functionality	Maximum Points Achievable	Minimum Threshold
Desktop Technical Evaluation Details found in Annexure A2 – Technical Scorecard	80	70
Presentation and On-site Reference Checks	20	10
<b>OVERALL COMBINED POINTS</b>	<b>100</b>	<b>80</b>

### 17.3 Phase 2: Price and BBEE Evaluation (90+10) = 100 points

Only Bidders that have met the 80 point threshold in Phase 1 will be evaluated in Phase 2 for price and BBEE. Price and BBEE will be evaluated as follows:

In terms

- The bid price (maximum 90 points)
- B-BBEE status level of contributor (maximum 10 points)

#### 17.3.1.1 Stage 1 – Price Evaluation (90 Points)

Criteria	Points
Price Evaluation  $P_s = 90 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$	90

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

### 17.3.1.2 Stage 2 – BBEE Evaluation (10 Points)

#### a. BBEE Points allocation

A maximum of 10 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	10
2	9
3	8
4	5
5	4
6	3
7	2
8	1
Non-compliant contributor	0

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

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

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

- A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- Bidders must submit concrete proof of the existence of joint ventures and/or consortium arrangements. **The Department** will accept signed agreements as acceptable proof of the existence of a joint venture and/or consortium arrangement.

- iv) 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 bid documents that such a bidder 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 bidder 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."

**17.3.1.3 Stage 3 (90 + 10 = 100 points)**

The Price and BBBEE points will be consolidated.

**18. GENERAL CONDITIONS OF CONTRACT**

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

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

**19. CONTRACT PRICE ADJUSTMENT**

- 19.1. 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

**20. SERVICE LEVEL AGREEMENT**

- 20.1. Upon award of the successful bidder will conclude a Service Level Agreement regulating the specific terms and conditions applicable to the services being procured by the Department, more or less in the format of the draft Service Level Indicators included in this bid pack.
- 20.2. The Department reserves the right to vary the proposed draft Service Level Indicators during the course of negotiations with a bidder by amending or adding thereto.
- 20.3. Bidder(s) are requested to:
- a. Comment on draft Service Level Indicators and where necessary, make proposals to the indicators;
  - b. Explain each comment and/or amendment; and
  - c. Use an easily identifiable colour font or “track changes” for all changes and/or amendments to the Service Level Indicators for ease of reference.
- 20.4. The Department reserves the right to accept or reject any or all amendments or additions proposed by a bidder if such amendments or additions are unacceptable or pose a risk to the organisation.

**21. SPECIAL CONDITIONS OF THIS BID**

The Department of Energy reserves the right:

- 21.1. To award the bid to a bidder that did not score the highest total number of points, only in accordance with section 2(1)(f) of the PPPFA (Act 5 of 2000)
- 21.2. To negotiate with one or more preferred bidder(s) identified in the evaluation process, regarding any terms and conditions, including price without offering the same opportunity to any other bidder(s) who has not been awarded the status of the preferred bidder(s).
- 21.3. To accept part of a bid rather than the whole bid.
- 21.4. To carry out site inspections, product evaluations or explanatory meetings in order to verify the nature and quality of the services offered by the bidder(s), whether before or after adjudication of the Bid.
- 21.5. To correct any mistakes at any stage of the bid that may have been in the Bid documents or occurred at any stage of the bid process.
- 21.6. To cancel and/or terminate the bid process at any stage, including after the Closing Date and/or after presentations have been made, and/or after bids have been evaluated and/or after the preferred bidder(s) have been notified of their status as such.

21.7. Award to multiple bidders based either on size or geographic considerations.

## **22. BID DECLARATION FOR BIDDERS**

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

22.1. Confirm that the bidder(s) is to: –

- a. Act honestly, fairly, and with due skill, care and diligence, in the interests of the Department of Energy.
- b. Have and employ effectively the resources, procedures and appropriate technological systems for the proper performance of the services;
- c. Act with circumspection and treat the Department fairly in a situation of conflicting interests;
- d. Comply with all applicable statutory or common law requirements applicable to the conduct of business;
- e. Make adequate disclosures of relevant material information including disclosures of actual or potential own interests, in relation to dealings with the Department.
- f. Avoidance of fraudulent and misleading advertising, canvassing and marketing;
- g. To conduct their business activities with transparency and consistently uphold the interests and needs of the Department as a client before any other consideration; and
- h. To ensure that any information acquired by the bidder(s) from the Department, will not be used or disclosed unless the written consent of the client has been obtained to do so.

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

23.1. The Department 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 [Institution name] or any other government organ or entity and whether from the Republic of South Africa or otherwise ("Government Entity")

- a. Engages in any collusive bidding, anti-competitive conduct, or any other similar conduct, including but not limited to any collusion with any other bidder in respect of the subject matter of this bid;
- b. Seeks any assistance, other than assistance officially provided by a Government Entity, from any employee, advisor or other representative of a Government Entity in order to

obtain any unlawful advantage in relation to procurement or services provided or to be provided to a Government Entity;

- c. Makes or offers any gift, gratuity, anything of value or other inducement, whether lawful or unlawful, to any Departmental officials, 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 bid will be incorporated in the proposed contract by reference and that the Department 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 bid may give rise to service termination and a claim by the Department against the bidder notwithstanding the conclusion of the Service Level Agreement between the Department of Energy 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**

- 25.1 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 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**

26.1 If a bidder breaches the conditions of this bid and, as a result of that breach, the Department incurs costs or damages (including, without limitation, the cost of any investigations, procedural impairment, repetition of all or part of the bid process and/or enforcement of intellectual property rights or confidentiality obligations), then the bidder indemnifies and holds the Department harmless from any and all such costs which may incur and for any damages or losses that the Department may suffer.

**27. PRECEDENCE**

27.1 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**

28.1 A bidder participates in this bid process entirely at its own risk and cost. The Department 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**

29.1 No tender shall be awarded to a bidder who is not tax compliant. The Department reserves the right to withdraw an award made, or cancel a contract concluded with a successful bidder in the event that it is established that such bidder was in fact not tax compliant at the time of the award, or has submitted a fraudulent Tax Clearance Certificate to the Department of Energy or whose verification against the Central Supplier Database (CSD) proves non-compliant. The Department 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**

30.1 No tender shall be awarded to a bidder whose name (or any of its members, directors, partners or trustees) appears on the Register of Tender Defaulters kept by National Treasury, or who have been placed on National Treasury's List of Restricted Suppliers. The Department 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**

31.1 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**

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

### **33. CONFIDENTIALITY**

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

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

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

**34. The Department of Energy PROPRIETARY INFORMATION**

34.1 Bidder will on their bid cover letter make declaration that they did not have access to any Departmental 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**

35.1 Should funds no longer be available to pay for the execution of the responsibilities of this bid, the Department of Energy 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.