

REQUEST FOR PROPOSAL

CIPC BID NUMBER: 19/2016/2017

DISCRIPTION: REQUEST FOR PROPOSAL FOR APPOINTMENT OF A TRAVEL AGENCY(S) TO RENDER TRAVEL, ACCOMMODATION, CONFERENCE AND VENUE HIRE MANAGEMENT SERVICES TO THE COMPANIES AND INTELLECTUAL PROPERTY COMMISSION(CIPC) FOR A

Date Issued: 10 February 2017
Closing Date and Time: 10 March 2017
Bid Validity Period: 120 Days
Contract Period: Period of 36 Months

TENDER BOX ADDRESS:

THE SUPPLY CHAIN MANAGEMENT
COMPANIES AND INTELLECTUAL PROPERTY REGISTRATION OFFICE (CIPC)
BLOCK F, THE DTI CAMPUS, 77 MENTJIES STREET,
SUNNYSIDE
PRETORIA



TABLE OF CONTENT

1.	<u>INTRODUCTION</u>	4
2.	<u>PURPOSE OF THIS REQUEST FOR PROPOSAL (RFP)</u>	4
3.	<u>DEFINITIONS</u>	7
4.	<u>LEGISLATIVE FRAMEWORK OF THE BID</u>	9
5.	<u>BRIEFING SESSION</u>	9
6.	<u>TIMELINE OF THE BID PROCESS</u>	10
7.	<u>CONTACT AND COMMUNICATION</u>	10
8.	<u>LATE BIDS</u>	11
9.	<u>COUNTER CONDITIONS</u>	11
10.	<u>FRONTING</u>	12
11.	<u>SUPPLIER DUE DILIGENCE</u>	12
12.	<u>SUBMISSION OF PROPOSALS</u>	12
13.	<u>PRESENTATION / DEMONSTRATION</u>	13
14.	<u>DURATION OF THE CONTRACT</u>	13
15.	<u>SCOPE OF WORK</u>	14
15.1.	<u>Background</u>	14
15.2.	<u>Travel Volumes</u>	14
15.3.	<u>Service Requirements</u>	15
15.3.1.	<u>General</u>	15
15.3.2.	<u>Reservations</u>	16
15.3.3.	<u>Air Travel</u>	17
15.3.4.	<u>Accommodation</u>	17
15.3.5.	<u>Car Rental and Shuttle Services</u>	18
15.3.6.	<u>After Hours and Emergency Services</u>	18
15.4.	<u>Communication</u>	19
15.5.	<u>Financial Management</u>	19
15.6.	<u>Technology, Management Information and Reporting</u>	20
15.7.	<u>Account Management</u>	21
15.8.	<u>Value Added Services</u>	22
15.9.	<u>Cost Management</u>	22
15.10.	<u>Quarterly and Annual Travel Reviews</u>	23
15.11.	<u>Office Management</u>	23
15.12.	<u>On-site Facilities</u>	23
16.	<u>PRICING MODEL</u>	24
16.1.	<u>Transaction Fees</u>	Error! Bookmark not defined.
16.2.	<u>Management Fee</u>	24
16.3.	<u>Volume driven incentives</u>	24
17.	<u>EVALUATION AND SELECTION CRITERIA</u>	25
17.1.	<u>Gate 0: Pre-qualification Criteria</u>	25
17.2.	<u>Gate 1: Technical Evaluation Criteria = 100 points</u>	27
17.3.	<u>Gate 2: Price and BBBEE Evaluation (90+10) = 100 points</u>	28
18.	<u>GENERAL CONDITIONS OF CONTRACT</u>	30
19.	<u>CONTRACT PRICE ADJUSTMENT</u>	31
20.	<u>SERVICE LEVEL AGREEMENT</u>	31
21.	<u>SPECIAL CONDITIONS OF THIS BID</u>	314
22.	<u>CIPC REQUIRES BIDDER(S) TO DECLARE</u>	32
23.	<u>CONFLICT OF INTEREST, CORRUPTION AND FRAUD</u>	334
24.	<u>MISREPRESENTATION DURING THE LIFECYCLE OF THE CONTRACT</u>	344



Companies and Intellectual
Property Commission

a member of the dti group

25.	<u>PREPARATION COSTS</u>	34
26.	<u>INDEMNITY</u>	346
27.	<u>PRECEDENCE</u>	346
28.	<u>LIMITATION OF LIABILITY</u>	355
29.	<u>TAX COMPLIANCE</u>	355
30.	<u>NATIONAL TREASURY</u>	355
31.	<u>GOVERNING LAW</u>	356
32.	<u>RESPONSIBILITY FOR SUB-CONTRACTORS AND BIDDER'S PERSONNEL</u>	36
33.	<u>CONFIDENTIALITY</u>	36
34.	<u>CIPC PROPRIETARY INFORMATION</u>	36

1. INTRODUCTION

CIPC is engaged in a process of rapid, fundamental transformation. It is imperative for it to respond to the needs of its globalised, fast changing environment in order to both deliver value to its stakeholders and remain relevant to South Africa's developmental and economic needs. This transformation process has to happen at the same time that CIPC delivers on its immediate imperatives - to implement a balanced regulatory regime and to serve its Customers efficiently and effectively.

In order to increase the scope of CIPC's role in the economy (as envisaged in the Companies Act, 2008 as amended) and to play a meaningful role in the new legal dispensation impacting business entities and intellectual property in South Africa, CIPC identified, as one of its key priorities, the need to improve its credibility with Customers and other stakeholders.

2. PURPOSE OF THIS REQUEST FOR PROPOSAL (RFP)

The purpose of this Request for Proposal (RFP) is to solicit proposals from potential bidder(s) for the provision of travel management services to CIPC

This RFP document details and incorporates, as far as possible, the tasks and responsibilities of the potential bidder required by CIPC for the provision of travel management services to CIPC

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

CIPC requires a comprehensive travel and accommodation management service for all CIPC officials for business/official purposes.

1.2 The services required include the provision of:

- Air Travel (Domestic and International)
- Accommodation
- Car Rental
- Shuttle services
- Booking of shuttle services (including the Gautrain)
- Conferencing, venue and related facilities and services as specified by CIPC officials.

1.3 The travel agency will be expected to ensure that the most cost effective and practical means of travel and accommodation is used at all times based on CIPC policies and National Treasury Instruction Note NO. 03 OF 2016/2017 on Cost Containment for Travel.

1.4 The travel agency should be a fully accredited member of IATA and ASATA with access to an acceptable travel database e.g. AMADEUS and GALILEO to ensure the effective and efficient provision of travel, accommodation and vehicle rental management services.

2 SCOPE OF WORK

2.1 CIPC requirement for domestic or international travel and accommodation which covers the following in total or in part countrywide and worldwide:

(a) Air Travel

- (i) Booking, arranging and amending air travel.
- (ii) Negotiating discounts on standard tariffs for air travel with all available airline companies.
- (iii) Negotiating discounts in travel rands or credits on accumulated expenditure for air travel with all available airline companies or as prescribed by National Treasury from time to time.

(b) Vehicle Rental

- (i) Booking vehicles in line with car rental companies and amending any confirmed bookings if necessary.
- (ii) Negotiating discounts on standard tariffs or reduced tariffs with all available companies.

(c) Shuttle Service

- (i) Booking transport, including a driver, with shuttle service/car rental companies and amend if necessary.
- (i) Negotiating discounts on standard tariffs with all available companies.

(d) Accommodation

- (i) Booking and amending accommodation with any hotel group, private hotel or other available concerns, e.g. guesthouse or boardinghouse, where such a requirement is referred to the Travel Agent by the CIPC.
- (ii) Negotiating discounts on standard tariffs or reduced tariffs with all available hotel groups, private hotels and or other concerns if available.

(e) Conferencing, venue and related facilities

- (i) Booking and amending conferencing, venue and related facilities with any hotel group, private hotel or other available concerns, e.g. guesthouse or boardinghouse, where such a requirement is referred to the Travel Agent.
- (ii) Negotiating discounts on standard tariffs or reduced tariffs with all available hotel groups, private hotels and or other concerns.
- (iii) Provide related facilities and services as requested by the CIPC.

2.2 Support Services: In respect of support services, the requirements are as follows:

(a) Agencies per Region/Branch Offices

- (i) Local branch offices or agencies where domestic and/or international requirements can be planned and/or booked, and where amendments to bookings can be done, where available in each province of South Africa, where available at no extra cost to CIPC.
- (ii) Branch offices or agencies, where bookings or amendments to bookings can be done.

(b) Delivery Service

- (i) All travel documentation will be timorously delivered /sms/ faxed/e-mailed to the relevant official in CIPC, his or her nominee or the point of delivery/collection, as mutually agreed in the Conditions of the Contract. The confirmation with all travel particulars must be sent via cell phone short message service [sms] facility to the Traveler.

(c) 24 Hour Service

- (ii) Personnel from the Travel Agency shall be available on a 24 hour basis so that as and when required, unexpected travel and/or changes to a travel plan or accommodation can be made, shall be made available to traveling CIPC officials within and outside South Africa on a 24 hour basis.

(d) Other Service Requirements

- (iii) The Travel Agency must also assist wherever possible with the booking and payment of public road and rail fares, arrangements of exchange, travelers cheque, excess baggage, meals and special assistance, etc

3. DEFINITIONS

Accommodation means the rental of lodging facilities while away from one's place of abode, but on authorised official duty.

After-hours service refers to an enquiry or travel request that is actioned after normal working hours.

Air travel means travel by airline on authorised official business.

Authorising Official means the employee who has been delegated to authorise travel in respect of travel requests and expenses, e.g. line manager of the traveller.

Car Rental means the rental of a vehicle for a short period of time by a Traveller for official purposes.

Department means the organ of state, Department or Public Entity that requires the provision of travel management services.

Domestic travel means travel within the borders of the Republic of South Africa.

Emergency service means the booking of travel when unforeseen circumstances necessitate an unplanned trip or a diversion from original planned trip.

gCommerce refers to the Government's buy-site for transversal contracts.

International travel refers to travel outside the borders of the Republic of South Africa.

Lodge Card is a Virtual Card that is "Lodged" with the travel management company (TMC) or in-house Online Booking tool, and serviced by a supporting Bank.

Management Fee is the fixed negotiated fee payable to the Travel Management Company (TMC) in monthly instalments for the delivery of travel management services, excluding any indirect service fee not included in the management fee structure (visa, refund, frequent flyer tickets etc).

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

Quality Management System means a collection of business processes focused on consistently meeting customer requirements and enhancing their satisfaction. It is expressed as the organizational structure, policies, procedures, processes and resources needed to implement quality management.

Regional travel means travel across the border of South Africa to any of the SADC Countries, namely; Angola, Botswana, Democratic Republic of Congo (DRC), Lesotho, Madagascar, Malawi, Mauritius, Mozambique, Namibia, Seychelles, Swaziland, United Republic of Tanzania, Zambia and Zimbabwe.

Service Level Agreement (SLA) is a contract between the TMC and Government that defines the level of service expected from the TMC.

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

Third party fees are fees payable to third party service providers that provides travel related services on an ad hoc basis that is not directly provided by the TMC.

These fees include visa fees and courier fees.

Transaction Fee means the fixed negotiated fee charged for each specific service type e.g. international air ticket, charged per type per transaction per traveller.

Traveller refers to a Government official, consultant or contractor travelling on official business on behalf of Government.

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

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

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

Travel Voucher means a document issued by the Travel Management Company to confirm the reservation and/or payment of specific travel arrangements.

Value Added Services are services that enhance or complement the general travel management services e.g. Rules and procedures of the airports.

VAT means Value Added Tax.

VIP or Executive Service means the specialised and personalised travel management services to selected employees of Government by a dedicated consultant to ensure a seamless travel experience.

4. LEGISLATIVE FRAMEWORK OF THE BID

4.1. Tax Legislation

Bidder(s) must be compliant when submitting a proposal to CIPC 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).

4.2. Procurement Legislation

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

4.3. Technical Legislation and/or Standards

Bidder(s) should be cognisant of the legislation and/or standards specifically applicable to these services as determined by National Treasury.

5. BRIEFING SESSION

A non-compulsory briefing and clarification session will be held at CIPC Block F, the dti Campus, 77 Meintjies Street, Sunnyside, on the 28 February 2017 at 11:00 to clarify to bidder(s) the scope and extent of work to be executed.

It is highly recommended that bidders attend the briefing session.

6. TIMELINE OF THE BID PROCESS

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

Advertisement of bid on Government e-tender portal / print media / Tender Bulletin	10 February 2017
Non-compulsory briefing and clarification session	28 February 2017 at 11:00
Last day for Questions relating to bid from bidder(s)	03 March 2017
Bid closing date	10 March 2017 at 11:00
Notice to bidder(s)	CIPC will endeavour to inform bidders of the progress until conclusion of the tender.

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

Any time or date in this bid is subject to change CIPC's discretion. The establishment of a time or date in this bid does not create an obligation on the part of CIPC 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 CIPC 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, Ntombi Maqhula via email nmaqhula@cipc.co.za or Hans Mmako at hmmako@cipc.co.za. Bidder(s) must reduce all telephonic enquiries to writing and send to the above email address.
- 7.2. The delegated official(s) of CIPC 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 CIPC in respect of the bid between the closing date and the award of the bid by the Bidder(s) is discouraged.
- 7.4. Written communication between the Bidder(s) and CIPC are encouraged.
- 7.5. Whilst all due care has been taken in connection with the preparation of this bid, CIPC 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. CIPC, and its employees and advisors will not be liable with respect to any information communicated which may not be 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 CIPC (other than minor clerical matters), the Bidder(s) must promptly notify CIPC in writing of such discrepancy, ambiguity, error or inconsistency in order to afford CIPC 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 CIPC 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

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

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 may result in the invalidation of such bids. The Government General Conditions of Contract will apply in this bid.

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 CIPC may have against the Bidder / contractor concerned.

11. SUPPLIER DUE DILIGENCE

CIPC 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 or any other action approved thereof.

12. SUBMISSION OF PROPOSALS

Bid documents to be **placed in the tender box the aforesaid address on or before the closing date and time.**

- 12.1. Bid documents will only be considered if received by CIPC before the closing date and time, regardless of the method used to send or deliver such documents to CIPC.
- 12.2. 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: 10 March 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 & BBBEE)
Exhibit 1: Pre-qualification documents	Exhibit 1: BBBEE Certificate
Exhibit 2: <ul style="list-style-type: none">• Technical Responses and Bidder Compliance Checklist for Technical Evaluation• Supporting documents for technical responses.• References/testimonials	Exhibit 2: Pricing Schedule
Exhibit 3: <ul style="list-style-type: none">• Company Profile• Supplementary information	Exhibit 3: <ul style="list-style-type: none">• Three (3) years audited/reviewed financial statements
Exhibit 4: <ul style="list-style-type: none">• General Conditions of Contract (GCC)• Draft Service Agreement	

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

13. PRESENTATION / DEMONSTRATION

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

14. DURATION OF THE CONTRACT

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

15. SCOPE OF WORK

15.1. Background

CIPC currently uses **Tourvest Travel Services** (TTS) to manage the travel requisition and travel expense processes within the travel management lifecycle. The travel requisition process is currently a semi-automated process. The travel requisition is manually captured on forms that go through a manual authorisation approval procedure and are then forwarded to the **Tourvest Travel Services** travel co-ordinator. The **Tourvest Travel Services** travel co-ordinator captures the requisition into travel request form which goes through an approval workflow process and then through to the travel management company for travel booking.

CIPC's primary objective in issuing this RFP is to enter into agreement with a successful bidder(s) who will achieve the following:

- Provide CIPC with the travel management services that are consistent and reliable and will maintain a high level of traveler satisfaction in line with the service levels;
- Achieve significant cost savings for CIPC without any degradation in the services;
- Appropriately contain CIPC's risk and traveler risk.

15.2. Travel Volumes

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

Service Category	Estimated Number of Transactions per annum	Estimated Expenditure per annum
Air travel - Domestic	300	R1,5m
Air Travel - Regional & International	70	R1,8m
Car Rental - Domestic	160	R300k
Car Rental - Regional & International	0	R0
Shuttle Services - Domestic	150	R180k
Accommodation - Domestic		
Accommodation - Regional & International	Combined with Domestic	Combined with Domestic
Transfers - Domestic	Same as Shuttle	Same as Shuttle
Transfers - Regional & International	Same as Shuttle	Same as Shuttle
Bus/Coach bookings	n/a	n/a
Train - Regional & International	n/a	n/a
Conferences/Events	Combined with Domestic	Combined with Domestic
After Hours	10	R3k
Parking	n/a	n/a
Insurance	60	R20k
Forex	2	R50k
GRAND TOTAL		

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

15.3. Service Requirements

15.3.1. General

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

- a. The travel services will be provided to all Travellers travelling on behalf of CIPC. This will include employees and contractors, consultants and clients where the agreement is that CIPC is responsible for the arrangement and cost of travel.
- b. Familiarisation with current CIPC business processes.
- c. Familiarisation with current travel suppliers and negotiated agreements that are in place between CIPC and third parties.
- d. Familiarisation with current CIPC Travel Policy, Instruction Note 3 and implementations of controls to ensure compliance.
- e. Penalties incurred as a result of the inefficiency or fault of a travel consultant will be for the TMC's account, subject to the outcome of a formal dispute process.
- f. Provide a facility for CIPC to update their travellers' profiles.
- g. Assist to manage the third party service providers by addressing service failures and complaints against these service providers.
- h. Consolidate all invoices from travel suppliers.
- i. Provide a detailed transition plan for implementing the service without service interruptions and engage with the incumbent service provider to ensure a smooth transition.
- j. Provide the testimonials/reference letters from at least three (3) contactable existing/recent clients (within past 3 years) which are of a similar size to CIPC.

15.3.2. Reservations

The Travel Management Company will:

- a. always endeavour to make the most cost effective travel arrangements.
- b. 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.
- c. obtain a minimum of three (3) price comparisons for all travel requests where the routing or destination permits.
- d. book the negotiated discounted fares and rates where possible.
- e. 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.
- f. book parking facilities at the airports where required for the duration of the travel.
- g. respond timely and process all queries, requests, changes and cancellations timeously and accurately.
- h. Must be able to facilitate group bookings (e.g. for meetings, conferences, events, etc.)
- i. must issue all necessary travel documents, itineraries and vouchers timeously to traveller(s) prior to departure dates.
- 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 any reservations that are not bookable on the Global Distribution System (GDS).
- m. facilitate the bookings that are generated through their own or third party Online Booking Tool (OBT) where it can be implemented.
- 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.



Companies and Intellectual
Property Commission
a member of the dti group

Negotiated airline fares, accommodation establishment rates, car rental rates, etc, that are negotiated directly or established by National Treasury or by CIPC are **non-commissionable**, where commissions are earned for CIPC bookings all these commissions should be returned to CIPC on a monthly basis.

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 lowest 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 (where possible) delivered electronically to the traveller(s) 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 institutions.

15.3.4. **Accommodation**

- a. The TMC will obtain price comparisons within the maximum allowable rate matrix as per the cost containment instruction of the National Treasury.
- b. The TMC will obtain three 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 CIPC's travel policy.



Companies and Intellectual
Property Corporation
a member of the dti group

- d. CIPC travellers may only stay at accommodation establishments with which CIPC has negotiated corporate rates. Should there be no rate agreement in place in the destination, or should the contracted establishment be unable to accommodate the traveller, the TMC will source suitable accommodation bearing in mind the requirement of convenience for the traveller and conformation with acceptable costs, or as stipulated in written directives issued from time to time by the National treasury or CIPC
- e. Accommodation vouchers must be issued to CIPC travellers for accommodation bookings and must be invoiced to CIPC monthly. Such invoices must be supported by a copy of the original hotel accommodation charges.

15.3.5. Car Rental and Shuttle Services

- a. The TMC will book the approved category vehicle in accordance with the CIPC 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. For international travel the TMC may offer alternative ground transportation to the Traveller that may include rail, buses and transfers.
- d. The TMC will book transfers in line with the CIPC Travel Policy with the appointed and/or alternative service providers. Transfers can also include bus and coach services.

15.3.6. We need a voucher for accommodation, car hire, shuttle, flight and conference booking from the travel agency

15.3.7. 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 7h30) 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.



Companies and Intellectual
Property Standards
a member of the dti group

- 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 CIPC
- 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 CIPC 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 CIPC 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 CIPC 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. In certain instances where institutions have a travel lodge card in place, the payment of air, accommodation and ground transportation is consolidated through a corporate card vendor.
- 15.5.8. The TMC is responsible for the consolidation of invoices and supporting documentation to be provided to CIPC's Financial Department on the agreed time period (e.g. weekly). This includes attaching the Travel Authorisation or Purchase Order and other supporting documentation to the invoices reflected on the Service provider bill-back report or the credit card statement.
- 15.5.9. 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. The implementation of an Online Booking Tool to facilitate domestic bookings should be considered to optimise the services and related fees.
- 15.6.3. All management information and data input must be accurate.
- 15.6.4. The TMC will be required to provide the CIPC 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>

- 15.6.5. Reports must be accurate and be provided as per CIPC's specific requirements at the agreed time. Information must be available on a transactional level that reflect detail including the name of the traveller, date of travel, spend category (example air travel, shuttle, accommodation).
- 15.6.6. CIPC may request the TMC to provide additional management reports.
- 15.6.7. Reports must be available in an electronic format for example Microsoft Excel.
- 15.6.8. Service Level Agreements reports must be provided on the agreed date. It will include but will not be limited to the following:
 - i. Travel
 - a) After hours' Report;
 - b) Compliments and complaints;
 - c) Consultant Productivity Report;
 - d) Long term accommodation and car rental;
 - e) Extension of business travel to include leisure;
 - f) Upgrade of class of travel (air, accommodation and ground transportation);
 - g) Bookings outside Travel Policy.

ii. Finance

- a) Reconciliation of commissions/rebates or any volume driven incentives;
- b) Creditor's ageing report;
- c) Creditor's summary payments;
- d) Daily invoices;
- e) Reconciled reports for Travel Lodge card statement;
- f) No show report;
- g) Cancellation report;
- h) Receipt delivery report;
- i) Monthly Bank Settlement Plan (BSP) Report;
- j) Refund Log;
- k) Open voucher report, and
- l) Open Age Invoice Analysis.

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

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 CIPC'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 CIPC'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.



Companies and Intellectual
Property Corporation
a member of the dti group

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. The National Treasury cost containment initiative and the CIPC's Travel Policy is establishing a basis for a cost savings culture.

15.9.2. It is the obligation of the TMC Consultant to advise on the most cost effective option at all times.

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



Companies and Intellectual
Property Corporation
a member of the dti group

- 15.9.4. The TMC should have in-depth knowledge of the relevant supplier(s)' products, to be able to provide the best option and alternatives that are in accordance with CIPC'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 CIPC travel activity in the previous three-month period. These reviews are comprehensive and presented to CIPC's Procurement and Finance teams as part of the performance management reviews based on the service levels.
- 15.10.2. Annual Reviews are also required to be presented to CIPC's Senior Executives.
- 15.10.3. These Travel Reviews will include without limitation the following information
- i. Cost Containment Measures on all travel, domestic and international, Accommodation, Car hire, Shuttle services, flight tickets, Conference Venue hire.
 - ii. Discount on all Travel Management services

15.11. Office Management

- 15.11.1. The TMC to ensure high quality service to be delivered at all times to the CIPC's travellers. The TMC is required to provide CIPC with highly skilled and qualified human resources of the following roles but not limited to:
- a. Senior Consultants
 - b. Intermediate Consultants
 - c. Junior Consultants
 - d. Travel Manager (Operational)
 - e. Finance Manager / Branch Accountant
 - f. Admin Back Office (Creditors / Debtors/Finance Processors)
 - g. Strategic Account Manager (per hour)
 - h. System Administrator (General Admin)

15.12. On-site Facilities

N/A

16. PRICING MODEL

CIPC requires bidders to propose transactional fee model. *No other cost models will be allowed by CIPC*

Refer Annexure A3: Pricing Schedule

16.1.1. The transaction fee must be a fixed amount per service. The fee must be linked to the cost involved in delivering the service and not a percentage of the value or cost of the service provided by third party service providers.

i. Off-site option (**Template 2**)

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

AND

16.2. **Management Fee**

17. N/A FOR CIPC

17.1. **Volume driven incentives**

17.1.1. 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 CIPC reservations will be paid to the TMCs;
- iii. An open book policy will apply and any commissions earned through the CIPC volumes will be reimbursed to CIPC.
- iv. TMCs are to book these negotiated rates or the best fare available, whichever is the most cost effective for the institution.

18. EVALUATION AND SELECTION CRITERIA

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

Pre-qualification Criteria (Gate 0)	Technical Evaluation Criteria (Gate 1)	Price and B-BBEE Evaluation (Gate 2)
Bidders must submit all documents as outlined in paragraph 19.1 below. Only bidders that comply with ALL these criteria will proceed to Gate 1.	Bidder(s) are required to achieve a minimum of 80 points out of 100 points to proceed to Gate 2 (Price and BEE).	Bidder(s) will be evaluated out of 100 points and Gate 2 will only apply to bidder(s) who have met and exceeded the threshold of 80 points.
Financial Statement Analysis		
<p>Bidder(s) are required to submit complete set audited/reviewed annual financial statements (Statement of Comprehensive income, Statement of financial position, Statement of cash flows and accompanying notes) in the name of the bidding entity for 3 years.</p> <p>Financial Statement Analysis will only be conducted on the qualifying bidders after the completion of Pricing and BBEE evaluation.</p> <p>Entities trading for less than 3 (three) financial periods, should provide reasons in a letter signed by a duly authorised individual of the entity. All documentation to support the reasons of the entity trading for less than three financial periods should accompany this submission.</p> <p>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 ownership of each entity should also be included in the submission.</p>		

18.1. Gate 0: Pre-qualification Criteria

Without limiting the generality of CIPC's other critical requirements for this Bid, bidder(s) must submit the documents listed in **Table 1** below. All documents must be completed and signed by the duly authorised representative of the prospective bidder(s). During this phase Bidders' responses will be evaluated based on compliance with the listed administration and mandatory bid requirements. The bidder(s) proposal may be disqualified for non-submission of any of the documents.



Companies and Intellectual
Property Commission
a member of the dti group

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

Invitation to Bid – SBD 1	YES	Complete and sign the supplied pro forma document
Tax Status Tax Clearance Certificate – SBD 2	YES	<ul style="list-style-type: none"> i. A valid and original Tax Clearance Certificate must be submitted with the bid. ii. The validity of the Tax Clearance Certificate issued by the South African Revenue Services certifying that the tax status of the Bidder is in order will be verified against the information recorded in the Central Supplier Database (CSD). iii. In the event where the Bidder submits a hard copy of the Tax Clearance Certificate, the CSD verification outcome will take precedence.
Declaration of Interest – SBD 4	YES	Complete and sign the supplied pro forma document
Preference Point Claim Form – SBD 6.1	NO	Non-submission will lead to a zero (0) score on BBBEE
Declaration of Bidder's Past Supply Chain Management Practices – SBD 8	YES	Complete and sign the supplied pro forma document
Certificate of Independent Bid Determination – SBD 9	YES	Complete and sign the supplied pro forma document
Bidder Compliance form for Functional Evaluation	YES	Complete and sign
Registration on Central Supplier Database (CSD)	NO	<p>The Travel Management Company (TMC) must be registered as a service provider on the Central Supplier Database (CSD). If you are not registered proceed to complete the registration of your company prior to submitting your proposal. Visit https://secure.csd.gov.za/ to obtain your vendor number.</p> <p>Submit proof of registration....</p>
IATA Licence / Certificate	YES	<ul style="list-style-type: none"> i. Bidders are required to submit their International Air Transport Association (IATA) licence/ certificate (certified copy) at closing date. ii. Where a bidding company is using a 3rd party IATA licence, proof of the agreement must be attached and copy of the certificate to that effect at closing date.
ASATA Certificate (Optional)	YES	This is mandatory to be submitted at closing date. Provide proof of the licence / certificate.
Pricing Schedule	YES	Submit full details of the pricing proposal as per Annexure A3

18.2. Gate 1: Technical Evaluation Criteria = 100 points

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

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

- i. Desktop Technical Evaluation – Bidders will be evaluated out of 80 points and are required to achieve minimum threshold of 70 points of 80 points.
- ii. Presentation and system demonstration – Bidders will be evaluated out of 20 points and are required to achieve minimum threshold of 10 points out of 20 points.
- iii. The overall combined score must be equal or above 80 points in order to proceed to Gate 2 for Price and BBBEE evaluations.

As part of due diligence, CIPC 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 CIPC's sole discretion.

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

Desktop Technical Evaluation Details found in Annexure A2 – Technical Scorecard	80	70
Presentation and On-site Reference Checks	20	10
OVERALL COMBINED POINTS	100	80



Companies and Intellectual
Property Commission
a member of the dti group

18.3. Gate 2: Price and BBBEE Evaluation (90+10) = 100 points

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

In terms of regulation 6 of the Preferential Procurement Regulations pertaining to the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000), responsive bids will be adjudicated on the 90/10-preference point system in terms of which points are awarded to bidders on the basis of:

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

i. Stage 1 – Price Evaluation (90 Points)

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

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

ii. Stage 2 – BBBEE Evaluation (10 Points)

a. BBBEE 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:

Price Evaluation	
$Ps = 90 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$	90



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

The checklist below indicates the B-BBEE documents that must be submitted for this tender. Failure to submit the required documents will result in TMCs scoring zero for B-BBEE.

Classification	Turnover	Submission Requirement
Exempted Micro Enterprise (EME)	Below R5 million p.a.	Certified copy of B-BBEE Rating Certificate from a SANAS Accredited rating agency or a Registered Auditor approved by IRBA or a letter from an Accounting Officer as contemplated in the CCA.
Qualifying Small Enterprise (QSE)	Between R5 million and R35 million p.a.	Certified copy of B-BBEE Rating Certificate from a SANAS Accredited rating agency or a Registered Auditor approved by IRBA
Large Enterprise (LE)	Above R35 million p.a.	Certified copy of B-BBEE Rating Certificate from a SANAS Accredited rating agency or a Registered Auditor approved by IRBA

Bidder(s) who do not claim Preference Points will be scored zero for B-BBEE and cannot be excluded from the tender process.



b. Joint Ventures and Consortiums

Incorporated JVs must submit the B-BBEE status of the entity. Unincorporated JVs must submit a consolidated B-BBEE scorecard as if they were a group structure for every separate tender.

c. Sub-contracting

Bidders/ tenderers who want to claim Preference points will have to comply fully with regulations 11(8) and 11(9) of the PPPFA Act with regard to sub-contracting.

The following is an extract from the PPPFA Act:

11(8) "A person must not be awarded points for B-BBEE status level if it is indicated in the tender documents that such a tenderer intends sub- contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a tenderer qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract."

11(9) "A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract."

iii. Stage 3 (90 + 10 = 100 points)

The Price and BBBEE points will be consolidated.

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



20. CONTRACT PRICE ADJUSTMENT

Condition still to be added

1. Normal CPI adjustment annually
2. Comprehensive Formula based on Cost Element Breakdown

21. SERVICE LEVEL AGREEMENT

- 21.1. Upon award CIPC and the successful bidder will conclude a supplementary agreement regulating the specific terms and conditions applicable to the services being procured by CIPC more or less in the format of the draft Service Level Agreement included in this tender pack.
- 21.2. CIPC reserves the right to vary the proposed terms and conditions of the draft Service Level Agreement during the course of negotiations with a bidder by amending or adding thereto.
- 21.3. Bidder(s) are requested to:
- a. Comment on the terms and conditions set out in the Service Agreement and where necessary, make proposals to the terms and conditions;
 - b. Each comment and/or amendment must be explained; and
 - c. All changes and/or amendments to the Service Level Agreement must be in an easily identifiable colour font and tracked for ease of reference.
- 21.4. CIPC reserves the right to accept or reject any or all amendments or additions proposed by a bidder if such amendments or additions are unacceptable to CIPC or pose a risk to the organisation.

22. SPECIAL CONDITIONS OF THIS BID

CIPC reserves the right:

- 22.1. Not to award or cancel this tender at any time and shall not be bound to accept the lowest or any Bid.
- 22.2. 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).
- 22.3. To accept part of a tender rather than the whole tender.
- 22.4. 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.



Companies and Intellectual
Property Commission
a member of the dti group

- 22.5. To correct any mistakes at any stage of the tender that may have been in the Bid documents or occurred at any stage of the tender process.
- 22.6. To cancel and/or terminate the tender process at any stage, including after the Closing Date and/or after presentations have been made, and/or after tenders have been evaluated and/or after the preferred bidder(s) have been notified of their status as such.
- 22.7. Conduct Financial Statement Analysis only on the recommended bidders after completion of the pricing and BEE evaluation stage. In this regard bidders are referred to Section 17 (EVALUATION AND SELECTION CRITERIA) in terms of which bidders are required to submit completed sets of audited/reviewed annual financial statements for 3 (three) periods, in the name of the bidding entity. (Submission of none or less than the required periods should be accompanied by a letter of explanation);
- 22.8. To award a tender based on which bidder is offering the best value for money, even if such Tender is not the lowest priced tender.
- 22.9. Not to award the tender to the bidder who's financial statements are not in order.
- 22.10. Award to multiple bidders to spread the risk.

23. CIPC REQUIRES BIDDER(S) TO DECLARE

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

- 23.1. Confirm that the bidder(s) is to: –
 - a. Act honestly, fairly, and with due skill, care and diligence, in the interests of CIPC;
 - 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 CIPC 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 CIPC;
 - f. Avoidance of fraudulent and misleading advertising, canvassing and marketing;



Companies and Intellectual
Property Commission
a member of the dti group

- g. To conduct their business activities with transparency and consistently uphold the interests and needs of CIPC as a client before any other consideration; and
- h. To ensure that any information acquired by the bidder(s) from CIPC will not be used or disclosed unless the written consent of the client has been obtained to do so.

24. CONFLICT OF INTEREST, CORRUPTION AND FRAUD

- 24.1. CIPC 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 tendering, anti-competitive conduct, or any other similar conduct, including but not limited to any collusion with any other bidder in respect of the subject matter of this bid;
 - b. seeks any assistance, other than assistance officially provided by a Government Entity, from any employee, advisor or other representative of a Government Entity in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to a Government Entity;
 - c. makes or offers any gift, gratuity, anything of value or other inducement, whether lawful or unlawful, to any of CIPC's officers, directors, employees, advisors or other representatives;
 - d. makes or offers any gift, gratuity, anything of any value or other inducement, to any Government Entity's officers, directors, employees, advisors or other representatives in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to a Government Entity;
 - e. accepts anything of value or an inducement that would or may provide financial gain, advantage or benefit in relation to procurement or services provided or to be provided to a Government Entity;
 - f. pays or agrees to pay to any person any fee, commission, percentage, brokerage fee, gift or any other consideration, that is contingent upon or results from, the award of any tender, contract, right or entitlement which is in any way related to procurement or the rendering of any services to a Government Entity;
 - g. has in the past engaged in any matter referred to above; or



Companies and Intellectual
Property Corporation
a member of the dti group

- 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.

25. MISREPRESENTATION DURING THE LIFECYCLE OF THE CONTRACT

- 25.1. The bidder should note that the terms of its Tender will be incorporated in the proposed contract by reference and that CIPC 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.
- 25.2. It follows therefore that misrepresentations in a Tender may give rise to service termination and a claim by CIPC against the bidder notwithstanding the conclusion of the Service Level Agreement between CIPC 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.

26. PREPARATION COSTS

The Bidder will bear all its costs in preparing, submitting and presenting any response or Tender to this bid and all other costs incurred by it throughout the bid process. Furthermore, no statement in this bid will be construed as placing CIPC, 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.

27. INDEMNITY

If a bidder breaches the conditions of this bid and, as a result of that breach, CIPC 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 CIPC harmless from any and all such costs which CIPC may incur and for any damages or losses CIPC may suffer.

28. PRECEDENCE

This document will prevail over any information provided during any briefing session whether oral or written, unless such written information provided, expressly amends this document by reference.

29. LIMITATION OF LIABILITY

A bidder participates in this bid process entirely at its own risk and cost. CIPC 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.

30. TAX COMPLIANCE

No tender shall be awarded to a bidder who is not tax compliant. CIPC 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 CIPC, or whose verification against the Central Supplier Database (CSD) proves non-compliant. CIPC 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.

31. NATIONAL TREASURY

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

32. GOVERNING LAW

South African law governs this bid and the bid response process. The bidder agrees to submit to the exclusive jurisdiction of the South African courts in any dispute of any kind that may arise out of or in connection with the subject matter of this bid, the bid itself and all processes associated with the bid.

33. RESPONSIBILITY FOR SUB-CONTRACTORS AND BIDDER'S PERSONNEL

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



34. CONFIDENTIALITY

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

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

Throughout this bid process and thereafter, bidder(s) must secure CIPC'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.

No confidential information relating to the process of evaluating or adjudicating tenders or appointing a bidder will be disclosed to a bidder or any other person not officially involved with such process.

35. CIPC PROPRIETARY INFORMATION

Bidder will on their bid cover letter make declaration that they did not have access to any CIPC 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).