



Transport, Safety and Liaison

NORTHERN CAPE PROVINCE

FORMAL PRICE QUOTATION UP R 30 000-00 TO R 1000 000-00

NB: Use ink, preferably black, to fill in the information applicable to the specific required price quotation

Issued by:

Supply Chain Management Unit
Department of Transport, Safety and Liaison
Ocean Echo Building
Cnr Sydney & Lennox Street
Kimberley
8300

NAME OF A BIDDER: _____

CSD NUMBER: _____

TABLE OF CONTENT

2. PURPOSE OF THIS REQUEST FOR QUOTATION (RFQ).....	4
3. LEGISLATIVE FRAMEWORK OF THE BID	4
4. BRIEFING SESSION.....	5
5. TIMELINE OF THE BID PROCESS	5
6. CONTACT AND COMMUNICATION.....	5
7. LATE BIDS	6
8. COUNTER CONDITIONS	6
9. FRONTING.....	6
10. SUPPLIER DUE DILIGENCE	7
11. SUBMISSION OF QUOTATION.....	7
12. DURATION OF THE CONTRACT.....	7
13. SCOPE OF WORK.....	7
16. INDEMNITY	9
17. TRANSFER AND CESSION.....	9
18. EVALUATION AND SELECTION CRITERIA	9
20. GENERAL CONDITIONS OF CONTRACT	12
21. SPECIAL CONDITIONS OF THIS BID.....	12
22. DTSL REQUIRES BIDDER(S) TO DECLARE.....	12
23. CONFLICT OF INTEREST, CORRUPTION AND FRAUD	13
24. MISREPRESENTATION DURING THE LIFECYCLE OF THE CONTRACT.....	13
25. PREPARATION COSTS	14
26. INDEMNITY	14
27. PRECEDENCE.....	14
28. LIMITATION OF LIABILITY	14
29. TAX COMPLIANCE	14
30. TENDER DEFAULTERS AND RESTRICTED SUPPLIERS.....	15
31. GOVERNING LAW	15
32. RESPONSIBILITY FOR SUB-CONTRACTORS AND BIDDER'S PERSONNEL	15
33. CONFIDENTIALITY.....	15
34. DTSL PROPRIETARY INFORMATION.....	16
35. AVAILABILITY OF FUNDS.....	16

Invitation to Bid: RFQ/DTSL 23/24/05

EPWP participants for driver's license training – Francis Baard District

BID ADVERTISEMENT FORM

Bid description	EPWP participants for driver's license training – Francis Baard District		
Bid number	RFQ/DTSL 23/24/05		
Name of institution	Department of Transport, Safety and Liaison		
The place where goods, works, or services are required	Francis Baard District - Kimberley		
Closing date and time	Date	03 November 2023	Time 11:00
Contact details	Postal address	Department of Transport, Safety and Liaison Private Bag X1368 Kimberley 8300	
	Physical address	Department of Transport, Safety and Liaison Ocean Echo Building Cnr Sydney & Lennox Street Kimberley 8300	
	Tel. no.	053 839 1700	
	Fax no.	N/A	
	E-mail address	dmqhum@ncpg.gov.za	
	Contact person	Mr Desmond Mqhum Deputy Director - Supply Chain Management	
Where bids can be collected	<ul style="list-style-type: none"> - DTSL provincial office - www.dtsl.gov.za 		
Where bids should be delivered	Ocean Echo Building, Cnr Sydney & Lennox Street, Kimberley		
Category (<i>refer to annexure A</i>)	N/A		
Sector	Other		
Region	Francis Baard District - Kimberley		
Compulsory briefing session/site visit	Date	N/A	
	Time	N/A	
	Venue	N/A	

1. INTRODUCTION

The Department of Transport, Safety and Liaison (DTSL) was established in terms of section 17(1) of the Public Finance Management Act, 1999 (Act, No.1 of 1999). DTSL seeks to appoint a service provider for the EPWP participants for driver's license training – Francis Baard District

2. PURPOSE OF THIS REQUEST FOR QUOTATION (RFQ)

The purpose of this Request for Quotation (RFQ) is to solicit quotations from potential bidder(s) for the EPWP participants for driver's license training – Francis Baard District

This RFQ document details and incorporates, as far as possible, the tasks and responsibilities of the potential bidder required by DTSL for the EPWP participants for driver's license training – Francis Baard District

3. LEGISLATIVE FRAMEWORK OF THE BID

This RFQ has been prepared in accordance with Public Finance Management Act, 1999 (Act, No.1 of 1999) and its Regulations, and all relevant procurement legislation. If there is contradiction with this legislation, the ACT will prevail.

3.1 Tax Legislation

- 3.1.1 Bidder(s) must be tax compliant at the time of awarding of the bid. 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.
- 3.1.2 The Tax Compliance status requirements are also applicable to foreign bidders / individuals who wish to submit bids.
- 3.1.3 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.
- 3.1.4 Bidders are required to be registered on the Central Supplier Database (CSD) and the DTSL shall verify the bidder's tax compliance status through the Central Supplier Database.

3.2 Procurement Legislation

- 3.2.1 DTSL 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 Preferential Procurement Regulation of 2022, the Broad-Based Black Economic Empowerment Act, 2003

(Act, No. 53 of 2003) and the Reconstruction and Development Programme (RDP) as published in Government Gazette No. 16085 dated 23 November 1994.

3.2.2 In line with the Preferential Procurement Regulation of 2022, DTSL will hereby use specific goals determined by the department to advance the objectives of the department. All tenders will be evaluated in accordance with specific goals.

3.3 Technical Legislation and/or Standards

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

4. BRIEFING SESSION

No briefing session will be held for this tender as the specification as set out are very detailed and does not require a briefing session. The bid documents may be obtained from the SCM office of DTSL provincial office or downloaded from www.dtsl.gov.za or www.etenders.gov.za. **Clarity seeking questions relating to the bid can be sent in writing to dmqhum@ncpg.gov.za or dpeterson@ncpg.gov.za**

5. TIMELINE OF THE BID PROCESS

The period of validity of the RFQ and the withdrawal of offers, after the closing date and time is 30 days. The bidder accepts that, if DTSL extends the deadline for bid submission (the Closing Date) for any reason, the requirements of this bid otherwise apply equally to the extended deadline.

6. CONTACT AND COMMUNICATION

6.1 A nominated official of the bidder(s) can make enquiries in writing to dmqhum@ncpg.gov.za. The delegated office of DTSL may communicate with Bidder(s) where clarity is sought in the bid proposal.

6.2 Any communication to an official or a person acting in an advisory capacity for DTSL in respect of the bid between the closing date and the award of the bid by the Bidder(s) is discouraged.

6.3 All communication between the Bidder(s) and DTSL must be done in writing.

6.4 Whilst all due care has been taken in connection with the preparation of this bid, DTSL 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. DTSL and its employees and advisors will not be liable with respect to any information communicated which may not be accurate, current or complete.

6.5 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 DTSL (other than minor clerical matters), the Bidder(s) must promptly notify

EPWP participants for driver's license training – Francis Baard District

DTSL in writing of such discrepancy, ambiguity, error or inconsistency in order to afford DTSL an opportunity to consider what corrective action is necessary (if any).

- 6.6 Any actual discrepancy, ambiguity, error or inconsistency in the bid or any other information provided by DTSL will, if possible, be corrected and provided to all Bidder(s) without attribution to the Bidder(s) who provided the written notice.
- 6.7 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.

7. LATE BIDS

Bids received after the closing date and time, at the address indicated in the bid documents, will not be accepted for consideration.

8. COUNTER CONDITIONS

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

9. FRONTING

- a. 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.
- b. 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, Industry and Competition 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 DTSL may have against the Bidder / contractor concerned.

10. SUPPLIER DUE DILIGENCE

DTSL will 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.

11. SUBMISSION OF QUOTATION

11.1 Bid documents may either be posted or hand delivered to Department of Transport, Safety and Liaison, Ocean Echo Building, Cnr Sydney & Lennox Street, Kimberley, 8300. Bidder(s) who wish to make use of speed services must mark "delivery to counter" and not to private bag / box. Bidder(s) must also contact the SCM office through the above-mentioned email stating the tracking number of the bid document. **It is the bidder's responsibility to ensure that the courier service delivers their document on time.**

11.2 Bid documents will only be considered if received by DTSL before the closing date and time, regardless of the method used to send or deliver such documents to DTSL. Bidders are required to initial each page of the tender document on the bottom right hand corner.

12. DURATION OF THE CONTRACT

The successful bidder will be appointed for a once-off delivery at a date to be determined by DTSL.

13. SCOPE OF WORK

This purpose of this RFQ is to solicit quotations from reputable service providers in the learner license industry. DTSL has got the responsibility to train our EPWP safety participants to acquire their drivers license in the Francis Baard District. The training is to take place before end of the current financial year.

14. BACKGROUND

EPWP is a nationwide short and medium-term government initiative aimed at alleviating poverty by utilising public sector and incentive grants budget to draw significant numbers of the unemployed into productive work while enabling these workers to gain skills while they work.

The Northern Cape Government through the National Expanded Public Works Program (EPWP) aims to reduce poverty by the reduction of unemployment and social crime prevention. Learners have been identified from the following areas:

- Kimberley
- Kagisho
- Roodepan
- Galeshewe

EPWP participants for driver's license training – Francis Baard District

- Warrenton
- Hartswater
- Pampierstad

Accommodation will be arranged timeously for all participants to meet centrally at Kimberley and the date is to be determined by the Department and will be communicated to the successful service provider.

15. SPECIFICATIONS

- **Code 10**
- **ID Photos**
- **Testing fee**
- **License certificate**
- **Driver's license training for 5 days**
- **15 lessons to each participant**
- **Registration fees for all participants**
- **Accommodation to be arranged by the Department in Kimberley**

PRICING SCHEDULE

Item No.	Quantity	Description	Unit Price	Price
1.	13	Learners Driving Lesson Per	R	R
2.	13	Appointment Fee	R	R
3.	13	Test fee	R	R
4.	13	Licence Certificate	R	R
5.	13	Photos	R	R
6.	13	Any disbursements (if any)	R	R
Sub-Total				
@ 15%			Vat	
amount			Total Bid	

16. INDEMNITY

The Department of Transport, Safety and Liaison shall not be liable for any injury and/or loss life for security guards or employees representing the preferred bidder or damage to assets and property belonging to the preferred bidder or affiliates whilst on the premises during the contract period.

17. TRANSFER AND CESSION

The preferred bidder shall render the service as required which is the supply and delivery of law enforcement uniform. The use of subcontractors will not be allowed after awarding of tender, without prior written permission by the Department. The successful bidder shall not cede, transfer, sell or alienate in any way this contract awarded in terms of **RFQ/DTSL 23/24/05** or any part thereof to any person or company.

18. EVALUATION AND SELECTION CRITERIA

In line with the PPF Regulations of 2022, DTSL will hereby be applying price and specific goal as a criteria to advance the objectives of the department. The DTSL has set minimum standards (Gates) that a prospective bidder needs to meet in order to be evaluated and selected as a successful bidder. The minimum standards consist of the following:

Mandatory requirements (Gate 1)	Price and Specification (Gate 2)
<p>Bidder(s) must submit all documents as outlined in the table below.</p> <p>Only Bidder(s) that comply with mandatory requirements will proceed to Gate 2.</p>	<p>Bidder(s) will be assessed on price and Specific goals.</p>

19.1 Gate 1: Mandatory Requirements

Without limiting the generality of the DTSL's other critical requirements for this bid, prospective bidder(s) must submit the documents listed in the table below. All documents must be completed and signed by the duly authorised representative of the prospective bidder(s). During this phase, bidder(s) 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.

Document that must be submitted	Non-submission will result in disqualification	
Invitation to Bid- SBD 1	YES	Complete and sign the supplied pro forma document.

Invitation to Bid: RFQ/DTSL 23/24/05

EPWP participants for driver's license training – Francis Baard District

Tax Status Tax Clearance Certificate	NO	In the event where the Bidder submits a hard copy of the Tax Clearance Certificate or SARS PIN, the CSD verification as well as SARS e-filing verification outcome will take precedence. At award, the successful bidder must be tax compliant on CSD and/ or SARS e filing.
Declaration of Interest - SBD 4	YES	Complete and sign the supplied pro forma document.
Preference points claim form - SBD 6.1	NO	Bidder(s) are required to prove the specific goal by providing the department with required documents.
Contract Form - Rendering of services - SBD 7.2	NO	Bidder undertake to render services described in the attached bidding documents.
Registration on Central Supplier Database (CSD)	YES	Bidders must be registered as a service provider on the Central Supplier Database (CSD). If you are not registered proceed to complete the registration of your company prior to submitting your proposal. Visit https://secure.csd.gov.za/ to obtain your vendor number. Submit proof of registration and CSD Master Registration Number (MAAA number).
Pricing Schedule	YES	Submit full details of the pricing proposal as per Annexure A in a separate envelope
Proof of address in the Northern Cape	YES	Bidders must provide proof of address (Lease Agreement/Ownership/Rates and taxes).

19.2 Gate 2: Evaluation of price (80) points and Specific Goal (20)

Price and Specific goal will be evaluated as follows:

SPECIFIC GOAL	PERCENTAGE	SCORE		
RACE	100 %BLACK OWNED COMPANY	5		
	76%-99% BLACK OWNED COMPANY	3		
	50%-75% BLACK OWNED COMPANY	2		
	LESS THAN 50% BLACK OWNED COMPANY	0		
GENDER	100 % FEMALE OWNED COMPANY	5		

Invitation to Bid: RFQ/DTSL 23/24/05

EPWP participants for driver's license training – Francis Baard District

	76%-99% FEMALE OWNED COMPANY	3		
	50%-75% FEMALE OWNED COMPANY	2		
	LESS THAN 50% FEMALE OWNED COMPANY	0		
YOUTH (18-35 years)	100 % YOUTH OWNED COMPANY	5		
	76%-99% YOUTH OWNED COMPANY	3		
	50%-75% YOUTH OWNED COMPANY	2		
	LESS THAN 50% YOUTH OWNED COMPANY	1		
DISABILITY	100 % DISABILITY OWNED COMPANY	2		
	76%-99% DISABILITY OWNED COMPANY	1		
	50%-75% DISABILITY OWNED COMPANY	0		
LOCALITY	NORTHERN CAPE PROVINCE – FRANCIS BAARD DISTRICT	3		

Stage 1 - Price Evaluation (80 Points)

Criteria	Specific Goal Allocation
Price Evaluation $P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$	20

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

Stage 2 - Specific Goal (20 Points)

Specific Goal Points allocation

Specific goals 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);
- Originally certified Identification Document of stakeholders/trustees and

EPWP participants for driver's license training – Francis Baard District

- Certified Copy of CIPC Report.
- A certified copy of B-BBEE certificate / Sworn Affidavit

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

21. SPECIAL CONDITIONS OF THIS BID

DTSL reserves the right:

- a. To award this tender to a bidder that did not score the highest total number of points, only in accordance with section 2(1)(f) of the PPPFA (Act 5 of 2000)
- b. 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).
- c. To accept part of a tender rather than the whole tender.
- d. 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.
- e. 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.
- f. 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.
- g. Award to multiple bidders based either on size or geographic considerations.

22. DTSL REQUIRES BIDDER(S) TO DECLARE

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

Confirm that the bidder(s) is to: –

- a. Act honestly, fairly, and with due skill, care and diligence, in the interests of DTSL;
- 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 DTSL fairly in a situation of conflicting interests;
- d. Comply with all applicable statutory or common law requirements applicable to the conduct of business;

EPWP participants for driver's license training – Francis Baard District

- e. Make adequate disclosures of relevant material information including disclosures of actual or potential own interests, in relation to dealings with DTSL;
- 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 DTSL as a client before any other consideration; and
- h. To ensure that any information acquired by the bidder(s) from DTSL 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

DTSL 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 DTSL 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 DTSL's officers, directors, employees, advisors or other representatives;
- d. makes or offers any gift, gratuity, anything of any value or other inducement, to any Government Entity's officers, directors, employees, advisors or other representatives in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to a Government Entity;
- e. accepts anything of value or an inducement that would or may provide financial gain, advantage or benefit in relation to procurement or services provided or to be provided to a Government Entity;
- f. pays or agrees to pay to any person any fee, commission, percentage, brokerage fee, gift or any other consideration, that is contingent upon or results from, the award of any tender, contract, right or entitlement which is in any way related to procurement or the rendering of any services to a Government Entity;
- g. has in the past engaged in any matter referred to above; or
- h. has been found guilty in a court of law on charges of fraud and/or forgery, regardless of whether or not a prison term was imposed and despite such bidder, member or director's name not specifically appearing on the List of Tender Defaulters kept at National Treasury.

24. MISREPRESENTATION DURING THE LIFECYCLE OF THE CONTRACT

EPWP participants for driver's license training – Francis Baard District

The bidder should note that the terms of its proposal will be incorporated in the proposed contract by reference and that DTSL relies upon the bidder's proposal as a material representation in making an award to a successful bidder and in concluding an agreement with the bidder.

It follows therefore that misrepresentations in a proposal may give rise to service termination and a claim by DTSL against the bidder notwithstanding the conclusion of the Service Level Agreement between DTSL and the bidder for the provision of the Service in question. In the event of a conflict between the bidder's proposal and the Service Level Agreement concluded between the parties, the Service Level Agreement will prevail.

25. PREPARATION COSTS

The Bidder will bear all its costs in preparing, submitting and presenting any response or Tender to this bid and all other costs incurred by it throughout the bid process. Furthermore, no statement in this bid will be construed as placing DTSL, its employees or agents under any obligation whatsoever, including in respect of costs, expenses or losses incurred by the bidder(s) in the preparation of their response to this bid.

26. INDEMNITY

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

27. PRECEDENCE

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

28. LIMITATION OF LIABILITY

A bidder participates in this bid process entirely at its own risk and cost. DTSL shall not be liable to compensate a bidder on any grounds whatsoever for any costs incurred or any damages suffered as a result of the Bidder's participation in this Bid process.

29. TAX COMPLIANCE

No tender shall be awarded to a bidder who is not tax compliant. DTSL 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

DTSL, or whose verification against the Central Supplier Database (CSD) proves non-compliant. DTSL further reserves the right to cancel a contract with a successful bidder contract.

30. TENDER DEFAULTERS AND RESTRICTED SUPPLIERS

No tender shall be awarded to a bidder whose name (or any of its members, directors, partners or trustees) appear on the Register of Tender Defaulters kept by National Treasury, or who have been placed on National Treasury's List of Restricted Suppliers. DTSL reserves the right to withdraw an award, or cancel a contract concluded with a Bidder should it be established, at any time, that a bidder has been blacklisted with National Treasury by another government institution.

31. GOVERNING LAW

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

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

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

33. CONFIDENTIALITY

Except as may be required by operation of law, by a court or by a regulatory authority having appropriate jurisdiction, no information contained in or relating to this bid or a bidder's tender(s) will be disclosed by any bidder or other person not officially involved with DTSL'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 DTSL remain proprietary to DTSL and must be promptly returned to DTSL 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 DTSL'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. DTSL PROPRIETARY INFORMATION

Bidder will on their bid cover letter make declaration that they did not have access to any DTSL proprietary information or any other matter that may have unfairly placed that bidder in a preferential position in relation to any of the other bidder(s).

35. AVAILABILITY OF FUNDS

Should funds no longer be available to pay for the execution of the responsibilities of this bid (**RFQ/DTSL 23/24/05**) the DTSL 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 there upon be entitled to payment in full for the services delivered, up to the date of cancellation or suspension