

GLOBAL WATER PARTNERSHIP SOUTHERN AFRICA
(GWPSA NPC)

INVITATION TO BID

REQUEST FOR PROPOSAL (RFP)

FOR

SUPPLY OF TRAVEL MANAGEMENT SERVICES FOR
GPWSA

Invitation to Bid (ITB No. T00005/10/2022)

Date: 18th November 2022

Table of Contents

1. BACKGROUND INFORMATION	4
2. TERMS OF REFERENCE.....	4
3. GEOGRAPHIC SCOPE OF DELIVERY FOR SERVICES	4
4. GUIDE TO RESPOND.....	5
5. FUNCTIONALITY / TECHNICAL EVALUATION	5
5.1 Capability.....	5
5.2 Footprint.....	5
5.3 Service offering	5
5.4 Delivery methodology	7
5.5 Supplier Arrangement/Outsourcing Arrangement	7
5.6 Order placement methodology/approach and Quality Control.....	7
5.7 Payment Method	7
5.8 Transaction Fee Procedures.....	7
6. COST LIABILITY	8
7. JOINT VENTURE.....	8
8. BUSINESS REGISTRATION NOTICE.....	8
9. LICENSE AND PERMIT	8
10. OWNERSHIP OF MATERIAL	8
11. DATA CONFIDENTIALITY	8
12. SUSPENSION OF WORK	8
13. PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS.....	9
14. NUMBER OF BID PROPOSALS.....	9
15. PROPOSAL FORM AND CONTENT	9
16. IMPLEMENTATION PLAN	9
17. PRICE SHEET AND SUPPORTING DETAIL.....	9
18. RESUMES.....	9
19. COST EFFECTIVE PROPOSALS	9
20. EVALUATION CRITERIA	9
21. QUESTIONS.....	11
ANNEXURE A: (GWPSA NPC) INVITATION TO BID DOCUMENT ITB1 FORM.....	12
22. INVITATION TO BID ITB1.....	13
23. PRICING SCHEDULE – FIRM PRICES.....	14
24. DECLARATION OF INTEREST ITB3	15
25. ADJUDICATION AND POINT SYSTEM.....	17
26. SUBCONTRACTING.....	17
27. DECLARATION WITH REGARD TO COMPANY/FIRM.....	17
28. DECLARATION of BIDDER’S PAST SUPPLY CHAIN MANAGEMENT PRACTICES ITB4	19
29. CERTIFICATE OF INDEPENDENT BID TERMINATION ITB5	20
ANNEX B: TERMS AND CONDITIONS FOR PURCHASE ORDER/AGREEMENTS	23

Table 1 Showing the evaluation criteria	11
Table 2 Declaration Questionnaire	19

1. BACKGROUND INFORMATION

The Global Water Partnership (GWP) is a multi-stakeholder action network dedicated to working with countries towards the equitable, sustainable, and efficient management of water resources. We comprise 3,000+ partner organisations in over 180 countries. Our network of 65+ Country Water Partnerships and 13 Regional Water Partnerships convenes, and brokers coordinated action by government and non-government actors. GWP Southern Africa and Africa Coordination Unit (GWPSA-ACU) is one of 13 regional networks that make up GWP and offers practical support for sustainably managing water resources to 16 countries in the Southern African Development Community (SADC) region. The regional network manages activities and convenes stakeholders in this region and at a pan-African level to address issues that have an impact on water.

For the organisation to operate optimally, given the range of projects we are involved in, GWPSA is looking to make use of suitable suppliers of Travel Management Services, who have experience, both internationally and across the continent. The GWPSA is interested in securing the highest quality of travel services, maximizing service convenience for its employees and various program participants, while minimizing costs and developing a database that will give GWPSA an accurate reference of its travel expenditure patterns.

The Contractor shall provide corporate travel services for official domestic and international travel of GWPSA employees and various program participants, in order to conduct its business operations. Domestic and international travel includes travel to all requested destinations globally. This will include all travel bookings, airline tickets, hotel accommodation, vehicle rental, client shuttling and related services. The GWPSA promotes competitiveness and transparency in all its procurement policies implemented both locally and internationally. GWPSA reserves the right to use other travel services, when necessary.

2. TERMS OF REFERENCE

The GWPSA is interested in securing the highest quality of travel services, maximizing service convenience for its employees and various programs participants, while minimizing costs and developing a database that will give GWPSA an accurate reference of its travel expenditure patterns. GWPSA reserves the right to use other travel services, when necessary.

The Contractor shall provide corporate travel services for official domestic and international travel of GWPSA employees and various program participants. Domestic and international travel includes, travel to all continents across the globe. This will include all travel bookings, airline tickets, hotel accommodation, vehicle rental, client shuttling and related services. The GWPSA promotes competitiveness and transparency in all its procurement policies implemented both locally and internationally.

The GWPSA therefore issues the following Terms of Reference (ToR) to suppliers, inviting them to submit proposals in this regard. The objective is to appoint a service provider, to manage all travel related matters, from dealing with airlines, hotels, car rental companies and related service providers. This will entail careful negotiations by the Travel Agent on behalf of GWPSA, to obtain value for money for all travel bookings, while at the same time, delivering high quality service. This is envisaged to be for a period of Two (2) years. A full Scope of Works noted below will be required. *The words bidder and contractor will be used interchangeably and will mean the same in the context of this document.*

3. GEOGRAPHIC SCOPE OF DELIVERY FOR SERVICES

Each bidder will supply a technical and financial proposal to the GWPSA which will cover travel to a range of destinations, both locally and internationally. The Travel Agent must be able to handle travel management and administration in all types of geographical locations and across different languages.

4. GUIDE TO RESPOND

All bids will be evaluated in terms of the evaluation criteria in **table 1**. The 80/20 procurement principle specifically will apply. The evaluation has three (3) phases:

- 1) Phase 1 – Administrative Requirement;
- 2) Phase 2 – Functionality / Technical Requirement;
- 3) Phase 3 – Price and References.

Bidders will only be considered for the evaluation of phase 2 after meeting the requirements for phase 1 and will then only be considered for phase 3, after meeting the minimum qualifying threshold of 75% in phase 2. Pages should be numbered for ease of reference.

5. FUNCTIONALITY / TECHNICAL EVALUATION

Bidders should take note of the different elements within the evaluation of the technical phase, which are:

- Capability;
- Footprint
- Service Offering

5.1 Capability

Five to Ten (5-10) years' experience in the travel industry is a requirement. Additional years will result in a higher score. At least Three (3) previous or current client reference letters are required, which should include the summary of the services provided by the supplier. The number of reference letters and the type and complexity of travel will be a determining factor when allocating scores. Reference to similar projects with clients to the value of US\$25,000 will be an advantage. Certified Travel Agents will be awarded points if they are able to provide proof of certification. Bidders are required to hold a valid banking account that can receive foreign currencies (US Dollars (US\$), EUROS (€), Great British Pounds (£)).

The Contractor is required to provide management cost reports or access to online reporting to include spend analysis for GWPSA's various cost centers (projects) incurred, etc. The reports should have the capability of detailing specific expenditures related to each project/credit card, i.e. Airfare, car rental, hotel and designated travel locations, as well as individual travel expenditure.

The Contractor is also required to provide quarterly summary reports. In addition to the above, the Contractor is required to maintain an internal monitoring process for identifying and correcting deficiencies in the quality of service furnished to GWPSA. This may include but is not limited to generating quality service survey forms that address travel services to be furnished under this contract

5.2 Footprint

Each supplier should submit proof of providing services on an international scale and also have a footprint within SADC. The supplier should have a long-standing relationship with all major airlines and hotels in the regions that GWPSA travels to. GWPSA travels frequently but not limited to Europe, Africa, Asia and the Mediterranean.

5.3 Service offering

Bidders should address all three areas indicated in the evaluation criteria. The proposal should distinguish these three areas (delivery methodology; supplier arrangement / outsourcing arrangement; and order placement methodology or approach). The following scope of works/services are required from the travel agent:

- Travel reservations, issuance and delivery of E-tickets or paper tickets for air, rail, sea or land transportation;
- Arranging charter flight services on as needed basis as per the specification agreed by GWPSA;
- Securing reservations for lodging accommodations either within set rates for domestic and international locations or as directed by GWPSA;
- Coordinating commercial automobile/bus shuttling and rental services, as needed;
- Advice on necessary health requirements, including types of inoculations and vaccinations whether required or suggested for foreign travel;
- Detailed travellers' itineraries;

- Management information and billing reports derived from the booking database;
- Information pamphlets for travellers who use the contract;
- Collection & reporting of total expenditures by airline/hotel and car rental chain;
- Ability to provide services for approximately 500 travellers per year.

In addition to providing the services listed under the scope of work, the Contractor shall perform the following:

- Comply with mandatory Travel Regulations across all areas of air, sea, rail and road travel, adhering to all international requirements and protocols;
- Except under instruction by the GWPSA Programme Lead, the Contractor shall book the lowest available or the requested class of service fare that satisfies the GWPSA's mission requirements. If reservations made by the Contractor are not at the lowest available rate or at the requested class of service rate allowed by policy, the Contractor shall refund the agency the difference. Full coach fares may be used if no reduced fares are available;
- Promotional or other types of discount fares can be used under this contract provided that the contractor shall not use any restricted fare which provides for a monetary penalty for itinerary changes or flight cancellations without consulting the Programme lead in charge of the relevant official travel arrangements first;
- When GWPSA official travellers include personal legs of travel in their official itineraries, the contractor should be able to separate the official cost from the personal cost on a cost construct basis and coordinate payment of the personal difference with the traveller directly;
- The Contractor shall provide GWPSA with the reservation and ticketing services which industry practice normally accords corporate or private travellers, to include new and improved reservation and ticketing technologies;
- The Contractor shall provide GWPSA with a 24-hour phone number accessible by travellers to perform emergency itinerary changes and emergency services outside regular business hours. The Contractor shall be responsible for ensuring that any subcontractor providing such emergency service complies with all conditions of the contract;
- The Contractor may only issue business or premium class tickets for which GWPSA will have to pay an additional amount only with advance approved official travel authorization providing the authority for that travel. This does not apply to situations in which frequent flyer benefits will be used to obtain the premium class tickets;
- The Contractor shall provide delivery of tickets, itineraries, and boarding passes (if applicable), and other travel documents, as determined necessary. Tickets shall routinely be provided no earlier than five days in advance of travel unless GWPSA requests otherwise. The Contractor shall deliver tickets in the form of either E-tickets or Paper tickets (if no E-tickets are available) only to employees designated by GWPSA;
- The Contractor shall provide off-site service, Monday through Friday, compatible with GWPSA standard workday schedule from 8:00 a.m. to 17:00 p.m. excluding the official holidays observed by GWPSA (a list of the holidays will be provided separately to the bid winner). The Contractor should provide GWPSA with exact physical address and other branches of operation in case in-person service is requested by GWPSA official travellers;
- In the event of emergencies (e.g., Presidential-declared disasters, airline strikes, fires, natural disasters, terrorist attacks including evacuations, etc.), the Contractor shall maintain operations necessary to support GWPSA under the contract. This includes maintaining services 24 hours a day as required by GWPSA responding to the emergency situation and providing necessary delivery of tickets;
- The Contractor is required to identify qualified personnel for project management and for handling reservation requests. They should be fluent in English (writing and reading) and experienced in providing international travel and management services for Governments and/or other well recognized entities and demonstrate knowledge of the Federal Travel Regulations and any other private company travel operating procedures;
- Contractor's Project Manager – The Contractor shall assign a Project Manager who shall be responsible for the administration, supervision, and coordination of GWPSA travel operations. The Project Manager shall have experience in the management of travel services and shall have adequate authority to make decisions for the timely resolution of problems. The Project Manager shall coordinate closely with the designated person in GWPSA (a resume of the Project Manager should be provided);

- Travel Counsellors/Reservationists - The Contractor shall assign full-time travel agents/reservationists. The Travel Agents/Reservationists shall have been trained in operating the proposed automated reservation and ticketing equipment. The Contractor shall provide qualified substitute personnel for absent employees, or when service levels are negatively impacted, as determined by GWPSA;
- All travel arrangements shall be made via the standard emailing system.

5.4 Delivery methodology

Turnaround time and availability must be proposed by the bidder. Bidders must provide a professional resume of a nominated Project Manager/Supervisor for the GWPSA account. Bidders must also advise on the number of travel agents/ reservationists available in the team to be deployed on the GWPSA account. (CV's to be provided). Bidders must be able to advise whether they are able to reserve services upfront or advise on the number of days needed to pre-book services.

5.5 Supplier Arrangement/Outsourcing Arrangement

Bidder should provide clarity regarding the supplier arrangement in terms of its ability to provide direct services to GWPSA. The outsourcing arrangements should be made explicit by the bidder in the RFP. Any third party that is involved in either, the supply and/or delivery of goods/services should be noted in the RFP by the bidder.

5.6 Order placement methodology/approach and Quality Control

Bidder to provide narrative description of quotations and process flow, from placing of order to completion of service. This is an important component of the RFP and will illustrate how efficient the ordering and processing system is within the bidder's internal environment. The Bidder must document in the proposal, their methodology and approach to quality control. This will also affect the scoring in the set evaluation criteria.

5.7 Payment Method

All travel services including transaction fees (listed below) are paid directly by the contractor. The GWPSA will require a 30-60 day credit facility in order to settle the account. However, bi-weekly or monthly documentation detailing tickets issued, or other travel reservations made, are required to be provided to GWPSA in order to settle the account in a timely manner.

5.8 Transaction Fee Procedures

These procedures apply only to official GWPSA travel, not personal travel. Any transaction fee charged to an individual on personal travel shall be between the traveller and the Contractor.

As directed by GWPSA, when the Contractor is required to arrange for official air transportation of one or more individuals, the Contractor may charge only one transaction fee per itinerary per individual when the ticket is issued. The individual's itinerary could involve multiple tickets, but only one transaction fee is charged for this itinerary regardless of the no. of ticket(s) issued (the transaction fee is not based on the number of tickets needed to complete the individual's itinerary). Until such time as GWPSA requests the Contractor to issue and the Contractor actually issues a ticket for transportation, no transaction fee shall be charged for any services associated with that transportation, including but not limited to:

- the original transportation reservations;
- changes to the original transportation reservations;
- lodging reservations;
- car rental reservations;

Upon issuance of the transportation ticket, the Contractor shall debit GWPSA's account assigned for the relevant project for the applicable transaction fee for one transaction, that transaction being the ticket issuance.

If the Contractor is to charge a transaction fee for any other service beside air travel such as the services listed above or any other fees, the transaction fee for each service should be explicitly listed in the proposal submitted to GWPSA.

Once the official ticket is issued, if the traveller requests a personal change in that ticket that requires ticket reissuance, the Contractor shall charge the traveller directly any additional transaction fee associated with the ticket change. However, if the change is requested by GWPSA for official purpose, GWPSA will cover the additional transaction fee. No additional transaction fee shall be charged for any other services.

After ticket issuance, if the Contractor must change and/or change and reissue the ticket because the Contractor or GWPSA discovers a Contractor-caused error in the routing, carrier or other problem, there shall be no additional transaction fee charge.

6. COST LIABILITY

GWPSA assumes no responsibility and bears no liability for cost incurred by bidders in the preparation and submittal of proposals in response to this RFP.

7. JOINT VENTURE

If a joint venture is submitting a bid, the agreement between the parties relating to such joint venture is required to be submitted with the joint ventures' proposal. Authorized signatures from each party comprising the joint venture must sign the bid proposal.

8. BUSINESS REGISTRATION NOTICE

Any travel agency submitting a proposal is required to be in good business standing and should adhere to all national and international Regulations and to all other applicable registrations laws. Proof of a valid business registration and South African Revenue Services Tax clearance is required prior to conducting business with GWPSA. Failure to submit such valid registration with a bid will render the bid materially non-responsive.

9. LICENSE AND PERMIT

The contractor shall obtain and maintain in full compliance and effect all required licenses, permits, and authorizations necessary to perform this contract. The Contractor shall supply GWPSA with evidence of all such licenses, permits and authorizations. This evidence shall be submitted subsequent to the contract award.

In addition to the above, the Contractor should be a registered and certified member in the International Air Transport Association (IATA) and Airline Reporting Corporation (ARC), The Association of South African Travel Agents (ASATA) and must have worldwide recognition and acceptance by major airlines, hotels, car/bus rental companies, restaurants, and other travel related industries.

10. OWNERSHIP OF MATERIAL

All data, technical information, materials gathered, oriented, developed, prepared, used or obtained in the performance of the contract, including but not limited to, all reports, surveys, plans, written procedures which are completed for or are a result of services required under this contract shall and remain the property of GWPSA and shall be delivered to GWPSA upon a 30 day notice.

11. DATA CONFIDENTIALITY

All financial, statistical, personnel and/or technical data supplied by GWPSA to the contractor is confidential. The contractor is required to use reasonable care to protect the confidentiality of such data. Any use, sale or offering of this data in any form by the contractor, or any individual or entity in the contractors charge or employ, will be considered a violation of this contract and may result in termination for cause. In addition, such conduct may be considered a breach of contract that is liable to litigation.

The contractor shall not use GWPSA's name, logos, images, or any data or results arising from the contract without first obtaining the prior written consent of GWPSA

12. SUSPENSION OF WORK

GWPSA may, for a valid reason, issue a stop order directing the contractor to suspend work under the contract for a specific time. The contract services shall be paid until the effective stop date of the stop order.

13. PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS

The bidder is required to follow the instructions contained in this RFP and in the bid cover sheet in preparing and submitting its bid proposal. The bidder is advised to read thoroughly and follow all instructions. Each bidder is given wide latitude in the degree of detail it elects to offer or extent to which plans, designs, systems, procedures are revealed. However, insufficient detail may result in a determination that the bid proposal is materially non-responsive or may lower its technical score.

14. NUMBER OF BID PROPOSALS

Each bidder is required to submit one (1) complete original bid proposal (including a combined financial and a technical proposal), utilizing PDF, MS Excel or MS Word format, and to include all the relevant documents, registration and other membership certificates such as but not limited to the IATA, ARC and ASATA certificates, via email to the Procurement officer at GWP SA Procurement: gwpsaprocurement@gwp.org

15. PROPOSAL FORM AND CONTENT

The bidder shall set forth its overall technical approach and plans to meet the requirements of the RFP in a narrative format. The narrative should convince GWPSA that the bidder understands the objectives that the contract intends to meet and the nature of the required work level necessary to successfully complete the contract while adhering to international Travel Regulations and GWPSA’s travel policy including other private agency regulations.

16. IMPLEMENTATION PLAN

It is essential that GWPSA move forward quickly to have the contract in place. Therefore, the Bidder must include as part of its proposal a travel company profile that would be forwarded to GWPSA.

17. PRICE SHEET AND SUPPORTING DETAIL

Please submit a price schedule of the per-transaction fixed fee services that will be provided to GWPSA.

18. RESUMES

Detailed resumes should be submitted for all supervisory and key personnel to be assigned to the contract.

19. COST EFFECTIVE PROPOSALS

All responsive proposals will be evaluated to determine which offers GWPSA Division at Meridian International Center the greatest return on its travel expenditures against the offered services.

20. EVALUATION CRITERIA

The proposal should follow the format indicated alphabetically below. The bidder should limit their response to a 20 page proposal. The minimum evaluation criteria for the bid are as follows:

Item No.	Evaluation Criteria Items 80/20 Principle	Weight
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A	<p>Phase 1: Administrative compliance:</p>	<p>The following <u>compulsory</u> statutory documents:-</p> <ol style="list-style-type: none"> 1. Completed ITB1 form; 2. Valid Certified Copy of Tax Clearance Certificate or Letter of Exemption (ITB2a) 3. Valid Company registration document 4. The Bidder's ability and plan to handle approximately 500 international airline reservations and related travel per year. 5. Company capabilities and financial statements for the prior three years of operation 6. Number of employees/staff handling such travel service needs <p>Failure to comply with the administrative required documents will render your bid non-responsive, and will lead to disqualification.</p>						
B	<p>Phase 2: Functionality:</p>							
<p>1. Capability:</p>		<table border="1"> <tr> <td data-bbox="671 719 1281 797"> <ul style="list-style-type: none"> • 5-10 Years' experience in travel industry </td> <td data-bbox="1281 719 1361 797">15</td> </tr> <tr> <td data-bbox="671 797 1281 1256"> <ul style="list-style-type: none"> • References from clients with similar needs including names, amounts and titles for contact purposes • Description of management information system AND the airline reservation system(s) • Twenty-four hour emergency service capacity. • The Bidder's approximate waiting time to respond to a call and or return a voicemail message • description of the bidder's plans for e-ticket confirmation or door-to-door delivery if necessary • The Bidder's normal business days and hours, and description of how international travellers may obtain assistance after the normal work hours • Documented Emergency travel protocols and procedures in the event of interruption of international travel </td> <td data-bbox="1281 797 1361 1256">25</td> </tr> <tr> <td data-bbox="671 1256 1281 1350"> <ul style="list-style-type: none"> • The Bidder's ability to reconcile centrally billed travel costs against accounts used for various cost centers/projects (<i>sample copy of report to be provided</i>) </td> <td data-bbox="1281 1256 1361 1350">5</td> </tr> </table>	<ul style="list-style-type: none"> • 5-10 Years' experience in travel industry 	15	<ul style="list-style-type: none"> • References from clients with similar needs including names, amounts and titles for contact purposes • Description of management information system AND the airline reservation system(s) • Twenty-four hour emergency service capacity. • The Bidder's approximate waiting time to respond to a call and or return a voicemail message • description of the bidder's plans for e-ticket confirmation or door-to-door delivery if necessary • The Bidder's normal business days and hours, and description of how international travellers may obtain assistance after the normal work hours • Documented Emergency travel protocols and procedures in the event of interruption of international travel 	25	<ul style="list-style-type: none"> • The Bidder's ability to reconcile centrally billed travel costs against accounts used for various cost centers/projects (<i>sample copy of report to be provided</i>) 	5
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<p>2. Footprint</p>		<table border="1"> <tr> <td data-bbox="671 1350 1281 1532"> <ul style="list-style-type: none"> • Submit proof of providing services on an international scale and also have a footprint within SADC. • The supplier should have a long-standing relationship with all major airlines and hotels in the regions that GWPSA travels to (internationally). • Proof of IATA, ARC and/or ASATA certification </td> <td data-bbox="1281 1350 1361 1532">25</td> </tr> </table>	<ul style="list-style-type: none"> • Submit proof of providing services on an international scale and also have a footprint within SADC. • The supplier should have a long-standing relationship with all major airlines and hotels in the regions that GWPSA travels to (internationally). • Proof of IATA, ARC and/or ASATA certification 	25				
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<p>3. Service offering:</p>		<table border="1"> <tr> <td data-bbox="671 1532 1281 1897"> <ul style="list-style-type: none"> • Identification by name and title of the key individuals, especially an account representative/Project Manager, who would direct and provide the services including a resume of each travel agent/ individual that describes his or her experience and responsibilities • A list of the Bidder's proposed service enhancements unique to the Bidder including any franchise agreements, discounts or rebates. GWPSA is interested in any arrangements that can be made to eliminate or minimize penalties when legitimate reasons exist for ticket cancellations • Ability to offer GWPSA a 30-60 credit account facility for all travel related payments </td> <td data-bbox="1281 1532 1361 1897">15</td> </tr> </table>	<ul style="list-style-type: none"> • Identification by name and title of the key individuals, especially an account representative/Project Manager, who would direct and provide the services including a resume of each travel agent/ individual that describes his or her experience and responsibilities • A list of the Bidder's proposed service enhancements unique to the Bidder including any franchise agreements, discounts or rebates. GWPSA is interested in any arrangements that can be made to eliminate or minimize penalties when legitimate reasons exist for ticket cancellations • Ability to offer GWPSA a 30-60 credit account facility for all travel related payments 	15				
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		<table border="1"> <tr> <td data-bbox="671 1897 1281 2031"> <ul style="list-style-type: none"> • The Bidder's approximate waiting time to respond to a call and or return a voicemail message • A description of the bidder's plans for e-ticket confirmation or door-to-door delivery if necessary • A description on how the bidder will ensure the utmost </td> <td data-bbox="1281 1897 1361 2031">15</td> </tr> </table>	<ul style="list-style-type: none"> • The Bidder's approximate waiting time to respond to a call and or return a voicemail message • A description of the bidder's plans for e-ticket confirmation or door-to-door delivery if necessary • A description on how the bidder will ensure the utmost 	15				
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	customer satisfaction	
	<ul style="list-style-type: none"> The bidder's philosophy and approach to securing air travel and other travel services at the lowest, most logical available fare or rates The Bidder's approach to quality control 	
C	Total: Administrative & Functionality	100
	Phase 3: Preference and Price	
	Price score	80
	Preference/Functionality	20
	Total score on Preference and price	100

Table 1 Showing the evaluation criteria

Further to the criteria in the above table, the bidder must also take into consideration the following:

- The bidder's approach to identifying projected savings for GWPSA and the methodology and format that would be utilized to present this information to GWPSA. In addition, GWPSA is interested in the type of recommendations the bidder would provide regarding the ways to achieve future savings
- Share with GWPSA the protocols for emergencies in terms of issues related to health, pandemic's, war, economic sanctions, social unrest and all other intergovernmental issues that may affect the safety of its travellers.
- The Bidder is required to include the location of the bidder's office that will be responsible for managing the contract. The Bidder should include the telephone number and name of the account representative.
- A description of any special procedures or unique features, i.e., VIP services, development of traveller profiles, meet and greet services, etc.
- Alternate offerings deemed by the Bidder to be of added value to this proposal may be submitted in addition to the preceding technical requirements.

21. QUESTIONS

GWPSA will only accept written questions and inquiries from all potential bidders receiving this RFP. Written questions should be emailed to Mark Naidoo at gwpsaprocurement@gwp.org. The deadline to submit questions is by no later than the deadline of **15th December 2022 at 11am CAT**. Thank you for your interest in working with Global Water Partnership Southern Africa.

ANNEXURE A: (GWPSA NPC) INVITATION TO BID DOCUMENT ITB1 FORM

22. INVITATION TO BID ITB1

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF GLOBAL WATER PARTNERSHIP SOUTHERN AFRICA (GWPSA NPC)

BID NUMBER: ITB No. T00005/11/2022

DATE OF ISSUE/ADVERTISED: 22 November 2022

CLOSING DATE: 20th December 2022

CLOSING TIME: 11h00am, CAT

BID OPENING: 20th December 2022 @ 16h00pm, online (Microsoft Teams Platform) - *Due to the restrictions imposed by the COVID-19 virus, in person Bid opening will not happen. The Microsoft Teams online platform will be used.*

Link:

DESCRIPTION: Travel Management Services (Flights, Car rental and Accommodation) for GWPSA for a period of Two (2) years.

THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT

BID DOCUMENTS MUST BE EMAILED TO THE ADDRESS BELOW:

Attention: GWP SA Procurement

Global Water Partnership Southern Africa (GWPSA NPC)

Hatfield Gardens, Block A Pretoria

333 Grosvenor Street

South Africa

Email: gwpsaprocurement@gwp.org (any queries can be addressed to this email by no later than 28th

November 2022)

Include the following reference on the email message header: **BID NUMBER: ITB No. T00005/11/2022**

Bidders should ensure that bids are emailed timorously to the correct address. If the bid is late, it will not be accepted for consideration.

ALL BIDS MUST BE SUBMITTED WITH THE STANDARD FORMS IN PDF, EXCEL, WORD – (NOT TO BE RE-TYPED), all additional information that is required in term of the ToR needs to be added to the bid in terms of Annexes. THIS BID IS SUBJECT TO THE GWPSA GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT. THE PROCEDURES FOR BOOKINGS AND ORDERS WILL BE AGREED UPON AFTER THE AWARD OF THE BID. THIS RFP DOCUMENT IS A BINDING AGREEMENT ACCORDING TO THE GWPSA PROCUREMENT POLICY.

THE FOLLOWING PARTICULARS MUST BE FURNISHED (FAILURE TO DO SO MAY RESULT IN THE BID BEING DISQUALIFIED) ALL STANDARD BIDDING DOCUMENT AS ATTACHED

NAME OF BIDDER.....
 POSTAL ADDRESS.....
 STREET ADDRESS.....
 TELEPHONE NUMBER CODE.....NUMBER.....

CELLPHONE NUMBER
 FACSIMILE NUMBER CODE NUMBER.....
 VAT REGISTRATION NUMBER
 COMPANY REGISTRATION NUMBER.....
 HAS A CERTIFIED COPY OF TAX CLEARANCE CERTIFICATE BEEN SUBMITTED (ITB2)? YES/NO
 SIGNATURE OF BIDDER
 DATE

CAPACITY UNDER WHICH THIS BID IS SIGNED

23. PRICING SCHEDULE – FIRM PRICES

NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED. RATHER, A NEGOTIATION WILL BE CONCLUDED BETWEEN GPWSA AND THE WINNING BIDDER, ON THE STANDARD ESCALATION AS PRICED IN THE BIDDERS COSTING. **All TAXES SHOULD BE SPECIFIED EXPLICITLY IN THE BID, IF NOT, THEN GWPSA WILL ASSUME THAT ALL PRICES ARE FULLY INCLUSIVE OF ALL TAXES, LEVIES AND THE LIKE.**

Name of bidder.....
Closing Time: **11h00am, CAT**

Bid number:
ITB No. T00005/11/2022

OFFER TO BE VALID FOR **60** DAYS FROM THE CLOSING DATE OF BID.

All financial figures must be checked by the bidder for correct calculations. A valid bank account is required by the bidder for all financial transactions.

The bidder must include the full rates including as well as overtime rates.

Note: All related costs must be included in the bid price which will be open for discussion upon award

24. DECLARATION OF INTEREST

ITB3

24.1 Any legal person, or persons having a kinship with persons employed by the GWPSA, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons in question, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where:

- the Bidder or legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

24.2 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

24.2.1 Full Name of bidder or his or her representative:

24.2.2 Identity Number:

24.2.3 Position occupied in the Company (director, trustee, shareholder):

24.2.4 Company Registration Number:

24.2.5 Tax Reference Number:

24.2.6 VAT Registration Number:

24.2.7 Are you or any person connected with the bidder presently employed by the GWPSA? **YES / NO**

24.2.8 If so, furnish the following particulars

Name of the person connected to the bidder:

Position occupied in GWPSA:

24.2.9 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the GWPSA in the previous twelve months? **YES / NO**

If so, furnish particulars:
.....

24.2.10 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the GWPSA and who may be involved with the evaluation and or adjudication of this bid? **YES / NO** If so, furnish particulars:.....

24.2.11 Do you or any of the directors / trustees / shareholders / members **YES/NO** of the company have any interest in any other related companies, whether or not they are bidding for this contract?

If so, furnish particulars:.....

25. ADJUDICATION AND POINT SYSTEM

- 25.1 The bidder obtaining the highest number of total points will be awarded the contract.
- 25.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts
- 25.3 Points scored must be rounded off to the nearest 2 decimal places.
- 25.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for functionality.
- 25.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points thereof, the award shall be decided by the drawing of lots.

26. SUBCONTRACTING

26.1 Will any portion of the contract be sub-contracted? YES / NO
(delete which is not applicable) If yes, indicate:

26.2 What percentage of the contract will be subcontracted?

.....%

10.3 The name of the sub-contractor?

27. DECLARATION WITH REGARD TO COMPANY/FIRM

- a. Name of company/firm
- b. VAT registration number:
- c. Company registration number.....
- d. TYPE OF COMPANY/ FIRM
- e. Partnership/Joint Venture / Consortium
- f. One person business/sole propriety
- g. Close corporation
- h. Company
- i. (Pty) Limited [TICK APPLICABLE BOX]
- j. DESCRIBE PRINCIPAL BUSINESS ACTIVITIES
- i.
- ii.
- iii.
- k. COMPANY CLASSIFICATION
- i. Manufacturer
- ii. Supplier
- iii. Prof. Service provider
- iv. Professional Consultant
- v. Other service providers, e.g. transporter, etc. [TICK APPLICABLE BOX]
- l. Total number of years the company/firm has been in business?

DECLARATION

I, THE UNDERSIGNED (NAME).....

CERTIFY THAT THE INFORMATION FURNISHED IN SECTION 3-6 ABOVE IS CORRECT. I ACCEPT THAT THE GWPSA MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF THE GENERAL CONDITIONS OF CONTRACT, SHOULD THIS DECLARATION PROVE TO BE FALSE.

WITNESSES:

1.	NAME (S) OF BIDDER (S)

	SIGNATURE(S) OF BIDDER(S)
2.

DATE:.....

ADDRESS:.....

.....

28. DECLARATION of BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

ITB4

- 28.1 This Standard Bidding Document must form part of all bids invited.
- 28.2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 28.3 The bid of any bidder may be disregarded if that bidder, or any of its directors have:
- 28.3.1 abused the institution's supply chain management system;
 - 28.3.2 committed fraud or any other improper conduct in relation to such system; or
 - 28.3.3 Failed to perform on any previous contract.
- 28.4 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

Item	Question	Yes	No
3.1	Is the bidder or any of its directors listed on their National Treasury's database as companies or persons prohibited from doing business with the public/NGO sector?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
3.1.1	If so, furnish particulars:		
3.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
3.2.1	If so, furnish particulars:		
3.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
3.3.1	If so, furnish particulars:		
3.4	Was any contract between the bidder and any organ of state/NGO terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
3.4.1	If so, furnish particulars:		

Table 2 Declaration Questionnaire

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME) CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT.

I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

**29. CERTIFICATE OF INDEPENDENT BID TERMINATION
ITB5**

- 29.1 This Invitation to Bid (ITB) must form part of all bids¹ invited.
- 29.2 GWPSA procurement policy prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging) ². Collusive bidding is a pe se prohibition meaning that it cannot be justified under any grounds.
- 29.3 GWPSA Policy prescribes accounting officers must take all reasonable steps to prevent abuse of the supply chain management system and authorizes and accounting officers to:
 - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution’s supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 29.4 This ITB5 serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 29.5 In order to give effect to the above, the attached Certificate of Bid Determination (ITB5) must be completed and submitted with the bid:

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

² Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and/or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

I, the undersigned, in submitting the accompanying bid:

(Bid
Number and Description) in response to the
invitation for the bid made by:

(Name of Institution)

do hereby make the following statements that I certify to be true and complete in every respect: I certify, on behalf of:

..... that:

(Name of Bidder)

- 1) I have read and I understand the contents of this Certificate;

- 2) I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
- 3) I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
- 4) Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
- 5) For the purposes of this Certificate and the accompanying bid, I understand that the word “competitor” shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
- 6) The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
- 7) In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
- 8) In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.

- 9) The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 1) I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to GWPSA Management.

³ Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

Signature:

Date:

.....

.....

.....

Position:

Name of

Bidder:

.....

.....

.....

ANNEX B: TERMS AND CONDITIONS FOR PURCHASE ORDER/AGREEMENTS

**Global Water Partnership Southern Africa, Not for Profit
Organisation (GWPSA NPC)**

Purchase Order Terms and Conditions

[Each Purchase Order placed by buyer for goods and/or services, excluding consulting agreements, is subject to these standard purchase terms and the terms of the applicable Purchase Order, and is conditional upon Supplier's agreement to such terms. Supplier shall be deemed to have agreed to be bound by such terms by accepting the Purchase Order, delivering the goods, and/or performing the services]

1. **Definitions.** In these Standard Purchase Terms, the following definitions apply:
 - a. "Agreement" means the agreement between Supplier and Buyer for the purchase and sale of Goods and/or Services.
 - b. "Buyer" means the GWPSA NPC.
 - c. "Deliverable" means any deliverable or other product or result from Services that is referred to in a Purchase Order, and any related materials, data, documentation, and includes any Intellectual Property Rights developed by Supplier pursuant to such Purchase Order.
 - d. "Delivery Date" means the date of delivery for Goods or performance of Services as specified in a Purchase Order.
 - e. "Delivery Point" means the location identified by Buyer in the Purchase Order to which the Supplier is to deliver Goods and/or perform the services, or such other delivery area or point which is specified in writing by Buyer.
 - f. "Goods" means the goods that are required to be delivered by Supplier pursuant to a Purchase Order, and include all materials, component parts, packaging and labelling of such goods.
 - g. "Intellectual Property Rights" means all intellectual and industrial property rights and rights of a similar nature including all rights in and to, patents including all issued patents and pending applications therefore and patents which may be issued therefrom (including divisions, reissues, re-examinations, continuations and continuations-in-part); trade-marks; copyrights; industrial design rights; rights pertaining to trade secrets and confidential information; publicity rights; personality rights; moral rights; and other intellectual property rights whether registered or not and all applications, registrations, renewals and extensions pertaining to the foregoing.
 - h. "Purchase Order" means the purchase order between Buyer and Supplier for the purchase and sale of Goods and/or Services, to which these Standard Purchase Terms are attached or are incorporated by reference.
 - i. "Services" means any services to be provided by Supplier to Buyer pursuant to a Purchase Order.
 - j. "Specifications" means the requirements, attributes and specifications for the Goods or Services that are set out in the applicable Purchase Order. Specifications also include: (a) documentation published by Supplier relating to the Goods or Services; (b) operational and technical features and functionality of the Goods or Services; (c) standards or levels of service performance for Services; and (d) Buyer business requirements that are expressly set out in a Purchase Order.
 - k. "Supplier" means the party indicated on the face page of the Purchase Order that is contracting with Buyer for the purchase and sale of Goods and/or Services.
 - l. "Supplier Proposal" means any acknowledgement, estimate, quotation, offer to sell, invoice, or proposal of Supplier relating to the supply of Goods and/or Services to Buyer, including

any delivered in connection with a request for quotations, request for proposal or similar process initiated by Buyer.

- m. “Warranty Period” means in respect of any Goods or Services, the longer of: (i) the express written warranty period provided by Supplier for the Goods or Services; and (ii) the period commencing on the date of Acceptance of such Goods or Services and ending on the date that is one (1) year from that date.
2. **Agreement.** The Agreement consists only of: (a) these Standard Purchase Terms; (b) the applicable Purchase Order; and (c) any Specifications or other documents expressly referenced in the Purchase Order. Any reference in the Purchase Order to any Supplier Proposal is solely for the purpose of incorporating the descriptions and specifications of the Goods and/or Services contained in the Proposal, and only to the extent that the terms of the Supplier Proposal do not conflict with the descriptions and Specifications set out in the Purchase Order. Buyer’s acceptance of, or payment for, Goods and/or Services will not constitute Buyer’s acceptance of any additional or different terms in any Supplier Proposal, unless otherwise accepted in writing by Buyer. If there is any conflict or inconsistency between the documents constituting the Agreement, then unless otherwise expressly provided, the documents will rank in the order of precedence in accordance with the order in which they are listed in this Section 2.
 3. **Delivery of Goods and Services.**
 - a. Supplier agrees to supply and deliver the Goods to Buyer and to perform the Services, as applicable, on the terms set out in this Agreement.
 - b. Supplier shall, at its own expense, pack, load, and deliver Goods to the Delivery Point and in accordance with the invoicing, delivery terms, shipping, packing, and other instructions printed on the face of the Purchase Order or otherwise provided to Supplier by Buyer in writing. No charges will be allowed for freight, transportation, insurance, shipping, storage, handling, demurrage, cartage, packaging or similar charges unless provided for in the applicable Purchase Order or otherwise agreed to in writing by Buyer.
 - c. Time is of the essence with respect to delivery of the Goods and performance of Services. Goods shall be delivered and Services performed by the applicable Delivery Date. Supplier must immediately notify Buyer if Supplier is likely to be unable to meet a Delivery Date or unable to deliver on agreed goods and services. At any time prior to the Delivery Date, Buyer may, upon notice to Supplier, cancel or change a Purchase Order, or any portion thereof, for any reason, including, without limitation, for the convenience of Buyer or due to failure of Supplier to comply with this Agreement, unless otherwise noted.
 - d. Title and risk of loss or damage shall pass to Buyer upon receipt of Goods at the Delivery Point, unless otherwise agreed to by the Buyer in writing. Buyer has no obligation to obtain insurance while Goods are in transit from Supplier to the Delivery Point.
 - e. Supplier shall follow all instructions of Buyer and cooperate with Buyer’s customs broker as directed by Buyer (including by providing requested shipping documentation) with respect to all Goods that originate from sources or suppliers based outside South Africa. Supplier shall comply with all the requirements of the South African Customs Administration, (a department of the South African Revenue Services (SARS) with respect to the importation of Goods from outside South Africa. Where Buyer indicates a Delivery Point for goods outside South Africa, Supplier shall comply with the relevant Customs Administration requirements of that country.
 4. **Inspection; Acceptance and Rejection.**
 - a. All shipments of Goods and performance of Services shall be subject to Buyer’s right of inspection. Buyer shall have **seven (7) days** (the “**Inspection Period**”) following the delivery of the Goods at the Delivery Point or performance of the Services to undertake such inspection, and upon such inspection Buyer shall either accept the Goods or Services (“**Acceptance**”) or reject them. Buyer shall have the right to reject any Goods that are delivered in excess of the quantity ordered or are damaged or defective. In addition, Buyer shall have the right to reject any Goods or Services that are not in conformance with the

Specifications or any term of this Agreement. Transfer of title to Buyer of Goods shall not constitute Buyer's Acceptance of those Goods. Buyer shall provide Supplier within the Inspection Period notice of any Goods or Services that are rejected, together with the reasons for such rejection. If Buyer does not provide Supplier with any notice of rejection within the Inspection Period, then Buyer will be deemed to have provided Acceptance of such Goods or Services. Buyer's inspection, testing, or Acceptance or use of the Goods or Services hereunder shall not limit or otherwise affect Supplier's warranty obligations hereunder with respect to the Goods or Services, and such warranties shall survive inspection, test, Acceptance and use of the Goods or Services.

- b. Buyer shall be entitled to return rejected Goods to Supplier at Supplier's expense and risk of loss for, at Buyer's option, either: (i) full credit or refund of all amounts paid by Buyer to Supplier for the rejected Goods; or (ii) replacement Goods to be received within the time period specified by Buyer. Title to rejected Goods that are returned to Supplier shall transfer to Supplier upon such delivery and such Goods shall not be replaced by Supplier except upon written instructions from Buyer. Supplier shall not deliver Goods that were previously rejected on grounds of non-compliance with this Agreement, unless delivery of such Goods is approved in advance by Buyer, and is accompanied by a written disclosure of Buyer's prior rejection(s).
5. **Price/Payment Terms.** Prices for the Goods and/or Services will be set out in the applicable Order. Price increases or charges not expressly set out in the Purchase Order shall not be effective unless agreed to in advance in writing by Buyer. Supplier will issue all invoices on a timely basis. All invoices delivered by Supplier must meet Buyer's requirements, and at a minimum shall reference the applicable Purchase Order. Buyer will pay the undisputed portion of properly rendered Ten working days (10) days from the invoice date. Buyer shall have the right to withhold payment of any invoiced amounts that are disputed in good faith until the parties reach an agreement with respect to such disputed amounts and such withholding of disputed amounts shall not be deemed a breach of this Agreement nor shall any interest be charged on such amounts. Notwithstanding the foregoing, Buyer agrees to pay the balance of the undisputed amounts on any invoice that is the subject of any dispute within the time periods specified herein.
6. **Taxes.** Unless otherwise stated in a Purchase Order, all prices or other payments stated in the Purchase Order are exclusive of any taxes. Supplier shall separately itemize all applicable taxes each on each invoice and indicate on each invoice its applicable tax registration number(s). Buyer will pay all applicable taxes to Supplier when the applicable invoice is due. Supplier will remit all applicable taxes to the applicable government authority as required by applicable laws. Notwithstanding any other provision of this Agreement, Buyer may withhold from all amounts payable to Supplier all applicable withholding taxes and to remit those taxes to the applicable governmental authorities as required by applicable laws.
7. **Hazardous Materials.** Supplier agrees to provide, upon and as requested by Buyer, to satisfy any applicable laws governing the use of any hazardous substances either of the following: (a) all reasonably necessary documentation to verify the material composition, on a substance by substance basis, including quantity used of each substance, of any Goods, and/or of any process used to make, assemble, use, maintain or repair any Goods; or (b) all reasonably necessary documentation to verify that any Goods and/or any process used to make, assemble, use, maintain or repair any Goods, do not contain, and the Services do not require the use of, any particular hazardous substances specified by Buyer.
8. **Legal Compliance; Workplace Safety.** In carrying out its obligations under the Agreement, including the performance of Services, Supplier shall at all times comply with all applicable national, provincial, and municipal laws, regulations, standards, and codes. Supplier shall be at all times registered with the Department of Labour and shall maintain its workers' compensation accounts in good standing, and provide Buyer with evidence of good standing upon request. Supplier shall obtain all applicable permits, licences, exemptions, consents and approvals required for the Supplier to manufacture and deliver the Goods and perform the Services.
9.
 - a. **Product Warranties.** Supplier warrants to Buyer that during the Goods Warranty Period all Goods provided hereunder shall be: (i) of merchantable quality; (ii) fit for the purposes

intended; (iii) unless otherwise agreed to by Buyer, new; (iv) free from defects in design, material and workmanship; (v) in strict compliance with the Specifications; (vi) free from any liens or encumbrances on title whatsoever; (vii) in conformance with any samples provided to Buyer; and (viii) compliant with all applicable federal, provincial, and municipal laws, regulations, standards, and codes.

- b. **Service Warranties.** Supplier shall perform all Services: (i) exercising that degree of professionalism, skill, diligence, care, prudence, judgment, and integrity which would reasonably be expected from a skilled and experienced service provided providing services under the same or similar circumstances as the Services under this Agreement; (ii) in accordance with all Specifications and all Buyer policies, guidelines, by-laws and codes of conduct applicable to Supplier; and (iii) using only personnel with the skills, training, expertise, and qualifications necessary to carry out the Services. Buyer may object to any of the Supplier's personnel engaged in the performance of Services who, in the reasonable opinion of Buyer, are lacking in appropriate skills or qualifications, engage in misconduct, constitute a safety risk or hazard or are incompetent or negligent, and the Supplier shall promptly remove such personnel from the performance of any Services upon receipt of such notice, and shall not re-employ the removed person in connection with the Services without the prior written consent of Buyer.
- c. **Intellectual Property Warranty.** Supplier further warrants to Buyer that at all times all Goods and or Services (including any Deliverables) will not be in violation of or infringe any Intellectual Property Rights of any person.
- d. **Manufacturer Warranties.** Supplier shall assign to Buyer all manufacturer's warranties for Goods not manufactured by or for Supplier, and shall take all necessary steps as required by such third-party manufacturers to effect assignment of such warranties to Buyer.

10. Warranty Remedies.

- a. In the event of breach of any of the warranties in Section a or 9.b, and without prejudice to any other right or remedy available to Buyer (including Buyer's indemnification rights hereunder), Supplier will, at Buyer's option and Supplier's expense, refund the purchase price for, or correct or replace the affected Goods, or re-perform the affected Services, within 10 day(s) after notice by Buyer to Supplier of warranty breach. All associated costs, including costs of re-performance, costs to inspect the Goods and/or Services, transport the Goods from Buyer to Supplier, and return shipment to Buyer, and costs resulting from supply chain interruptions, will be borne by Supplier. If Goods are corrected or replaced or Services are re-performed, the warranties in Section 9.a will continue as to the corrected or replaced Goods for a further Goods Warranty Period commencing on the date of Acceptance of the corrected or replaced Goods by Buyer. If Supplier fails to repair or replace the Product within the time periods required above, Buyer may repair or replace the Goods at Supplier's expense.
- b. In the event that any Goods provided by Supplier to Buyer are subject to a claim or allegation of infringement of Intellectual Property Rights of a third party, Supplier shall, at its own option and expense, without prejudice to any other right or remedy of Buyer (including Buyer's indemnification rights hereunder), promptly provide Buyer with a commercially reasonable alternative, including the procurement for Buyer of the right to continue using the Goods in question, the replacement of such Goods with a non-infringing alternative satisfactory to Buyer, or the modification of such Goods (without affecting functionality) to render them non-infringing.

11. **Intellectual Property Rights.** All Intellectual Property Rights in and to each Deliverable shall vest in Buyer free and clear of all liens and encumbrances on receipt of payment by Supplier for each Deliverable. To the extent that any Deliverables contain any intellectual property of Supplier, Supplier hereby grants to Buyer a worldwide, royalty-free, non-exclusive, perpetual license to use, copy, modify and distribute such intellectual property as part of the Deliverables. Supplier agrees to provide to Buyer all assistance reasonably requested by Buyer to perfect the rights described herein, including obtaining all assignments and waivers of moral rights necessary or appropriate to vest the entire right, title and interest in such materials in Buyer and its successors and assigns.

12. **Confidentiality.** Supplier shall safeguard and keep confidential any and all information relating to Buyer obtained by it or provided to it by Buyer in connection with this Agreement, and shall use such information only for the purposes of carrying out its obligations under this Agreement.
13. **Insurance.** Supplier represents and warrants to Buyer that it has in place with reputable insurers such insurance policies in coverage amounts that would be maintained by a prudent supplier of goods and services similar to the Goods and Services provided hereunder, including, as applicable, professional errors and omissions liability insurance and comprehensive commercial general liability insurance (including product liability coverage, all-risk contractors' equipment insurance, and automobile liability insurance). In addition, Supplier will take out and maintain, at its own cost, such insurance policies and coverages as may be reasonably required by Buyer from time to time. Supplier will promptly deliver to Buyer, as and when requested, written proof of such insurance. If requested, Buyer will be named as an additional insured under any such policies. If requested by Buyer, such insurance will provide that it cannot be cancelled, or materially changed so as to affect the coverage provided under this Agreement, without the insurer providing at least 30 days prior written notice to Buyer.
14. **Indemnities.** Supplier shall indemnify, defend and hold harmless Buyer, its Affiliates, and their respective officers, directors, employees, consultants, and agents (the "**Buyer Indemnified Parties**") from and against any claims, fines, losses, actions, damages, expenses, legal fees and all other liabilities brought against or incurred by the Buyer Indemnified Parties or any of them arising out of: (a) death, bodily injury, or loss or damage to real or tangible personal property resulting from the use of or any actual or alleged defect in the Goods or Services, or from the failure of the Goods or Services to comply with the warranties hereunder; (b) any claim that the Goods or Services infringe or violate the Intellectual Property Rights or other rights of any person; (c) any intentional, wrongful or negligent act or omission of Supplier or any of its Affiliates or subcontractors; (d) Supplier's breach of any of its obligations under this Agreement; or (e) any liens or encumbrances relating to any Goods or Services.
15. **Limitation of Liability.** EXCEPT FOR SUPPLIER'S OBLIGATIONS UNDER SECTION 14, AND EXCEPT FOR DAMAGES THAT ARE THE RESULT OF THE GROSS NEGLIGENCE OR WILFUL MISCONDUCT OF A PARTY, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY OTHER PERSON FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING ANY LOST PROFITS, DATA, GOODWILL, OR BUSINESS OPPORTUNITY FOR ANY MATTER RELATING TO THIS AGREEMENT.
16. **Independent Contractors.** Supplier will perform its obligations under the Agreement as an independent contractor and in no way will Supplier or its employees be considered employees, agents, partners, fiduciaries, or joint venturers of Buyer. Supplier and its employees will have no authority to represent Buyer or its Affiliates or bind Buyer or its Affiliates in any way, and neither Supplier nor its employees will hold themselves out as having authority to act for Buyer or its Affiliates.
17. **Further Assurances.** The parties shall sign such further and other documents, cause such meetings to be held, resolutions passed and do and perform and cause to be done and performed such further and other acts and things as may be necessary or desirable in order to give full effect to this Agreement and every part thereof.
18. **Severability.** If any provision of this Agreement is determined to be unenforceable or invalid for any reason whatsoever, in whole or in part, such invalidity or unenforceability shall attach only to such provision or part thereof and the remaining part thereof and all other provisions shall continue in full force and effect.
19. **Waiver.** No waiver of any provision of this Agreement shall be enforceable against that party unless it is in writing and signed by that party.
20. **Assignment.** Supplier may not assign or subcontract this Agreement, in whole or in part, without Buyer's prior written consent. Supplier's permitted assignment or subcontracting of this Agreement or any part thereof will not release Supplier of its obligations under this Agreement, and it will remain jointly and severally liable with the assignee or subcontractor for any obligations assigned or subcontracted. The acts of omissions of any subcontractors of Supplier will be deemed to be the acts and omissions of the Supplier. Buyer may assign this Agreement, in whole or in part, to any Affiliate

of Buyer, without the consent of Supplier. This Agreement shall endure to the benefit of and be binding upon the parties and their respective legal personal representatives, heirs, executors, administrators, assigns or successors.

21. **Cumulative Remedies.** Subject to Section 15, the rights and remedies of the Buyer in this Agreement are cumulative and in addition to any other rights and remedies at law or in equity.
22. **Survival.** Any provision of this Agreement which expressly or by implication from its nature is intended to survive the termination or completion of the Agreement will continue in full force and effect after any termination, expiry or completion of this Agreement.
23. **Interpretation.** The headings used in this Agreement and its division into articles, sections, schedules, exhibits, appendices, and other subdivisions do not affect its interpretation. Unless the context requires otherwise, words importing the singular number include the plural and vice versa; words importing gender include all genders. References in this Agreement to articles, sections, schedules, exhibits, appendices, and other subdivisions are to those parts of this Agreement. Where this Agreement uses the word “including,” it means “including without limitation,” and where it uses the word “includes,” it means “includes without limitation.”
24. **Governing Law.** This Agreement shall be governed by the laws of Botswana. The parties irrevocably attorn to the jurisdiction of the courts of this country, which will have non-exclusive jurisdiction over any matter arising out of this Agreement.
25. **Electrical/Electronic Components and Equipment.** All electrical/electronic components or equipment must have South African Bureau of Standards (SABS) approvals or relevant country standards where Delivery Point is not South Africa and must conform to the applicable industry standards and all other applicable legislative requirements.
26. **Language.** It is the express wish of the parties that this Agreement and any related documentation be drawn up in English.