



**REQUEST FOR BID/PROPOSAL FOR THE SUPPLY AND DELIVERY OF LUGGAGE TO SAA
CREW FOR A PERIOD OF THREE (3) YEARS**

BID NO: RFP GSM013/2026



SOUTH AFRICAN AIRWAYS

A STAR ALLIANCE MEMBER 

SOUTH AFRICAN AIRWAYS (SOC) LIMITED

REGISTRATION NO: 1997/022444/30

OR TAMBO INTERNATIONAL AIRPORT
(hereinafter referred to as "SAA")

1. INVITATION TO BID

You are hereby invited to submit a bid / proposal for the following:

RFP NUMBER: **RFP GSM013/2026**

RFP DESCRIPTION: **Request for Bid/Proposal for the supply and delivery of luggage for SAA crew.**

Issue Date	25 March 2026
Closing Date for Questions	9 April 2026 @ 16h00LT (GMT +2 hrs)
Closing Date of RFP	17 April 2026 @ 16h00LT (GMT +2 hrs)
Closing Time	12h00LT (GMT +2 hrs)
Non-Compulsory Briefing	Yes- 31 March 2026-
Place and time for the Briefing session	Online @ 12pm
Link to the briefing session	https://teams.microsoft.com/meet/32593596853914?p=5p07T2L5wiQJqVTHJn
Validity Period of Proposal Submission	180 days

2. PROPRIETARY INFORMATION

SAA considers this **RFP GSM013/2026** and all related information, either written or verbal, which is provided to the respondents, to be proprietary to SAA. It shall be kept confidential by the respondent and its officers, employees, agents, and representatives. The respondent shall not disclose, publish, or advertise this specification or related information to any third party without the prior written consent of SAA.

3. GROUNDS FOR DISQUALIFICATION.

All communication and attempts to obtain information of any kind with regard to this bid should be channeled to Magdeline Serekego, E-mail: Magdelineserekego@flysaa.com

SAA reserves the right to disqualify any respondent from this Bid process if any attempts are made by the respondent to solicit information of any kind relative to this Bid or subsequent evaluation from any other source in SAA other than the contact person as mentioned above.



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BIDDER CHECKLIST FOR RFP GSM013/2026

No	Title	Completed (Yes/No)
1	SAA Tender Document	
2	SAA SBD 4: Declaration of Interest	
3	Local content document	

<i>Signature of Bidder:</i>	<i>Capacity:</i>	<i>Date:</i>



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PART 1

**INFORMATION SCHEDULE
FOR
RFP GSM013/2026**

TO ENSURE THAT YOU RECEIVE ALL INFORMATION RELATING TO THIS BID AND ANY ADDITIONAL INFORMATION, PLEASE COMPLETE THIS PAGE AND RETURN BY E-MAIL

TO : **Magdeline Serekego**
South African Airways (SOC) Limited
Global Supply Management

E-MAIL : Magdelineserekego@flysaa.com

RE : **RFP GSM013/2026**

DATE : _____

NAME OF BIDDER : _____

ENTITY NAME : _____

CONTACT PERSON : _____

TEL NUMBER : _____

FACSIMILE NUMBER : _____

CELLULAR NUMBER : _____

E-MAIL ADDRESS : _____



PART 2

BID CONDITIONS AND INSTRUCTIONS TO BIDDERS

FOR

RFP GSM013/2026

1.0 INTRODUCTION

South African Airways has a proud history of excellence, competing with many local, regional, and International carriers, and is considered by consumers to be a premium world-class airline. This is confirmed by the long list of awards the airline has received. SAA is the finest in Africa with more routes to African destinations than any other airline. This has been historically expressed through the payoff line “Bringing the world to Africa & taking Africa to the world”.

We are inspired by our unqualified belief in service excellence, integrity, accountability, quality, safety, people development, and value to our shareholders.

All our business relations are guided by these values and business practices. Our business partners and suppliers are expected to uphold, promote, and share the same values and vision.

The quality, price, and service that we provide our customers can only be as good as what we receive from our suppliers.

We strive for continuous improvement in our critical business areas and seek to establish relationships with suppliers who are equally passionate about better quality, pricing, and service.

Procurement Philosophy

It is the policy of SAA, when purchasing products, services, and works, to follow a course of optimum value and efficiency by adopting best purchasing practices in Supply Chain Management, ensuring, where possible, that open and fair competition has prevailed, with due regard being had to the importance of:

- The Public Finance Management Act (PFMA) and the Preferential Procurement Policy Framework Act (PPPFA);
- Balancing the commercial viability of our business with the government of the Republic of South Africa’s development agenda of promoting Broad-Based Black Economic Empowerment (BBBEE).
- Promoting, developing, and supporting, where practicable and within the procurement legal framework, businesses from Exempted Micro Enterprises and Qualifying Small Enterprises, that are 51% or more Black Owned.
- The promotion of domestic suppliers and where purchases are from abroad, fostering development of local suppliers in accordance with the government’s developmental objectives and policies applicable to certain designated sectors.
- The development, promotion, and support for the moral values that underpin the above, in terms of SAA’s Business Ethics and Guidelines, which requires that all commercial conduct be based on ethical and moral values and sound business practice. This value system governs all commercial behaviour within SAA.

2.0 CONDITIONS OF BID & CONTRACT

- 2.1 The Bidder/s accepts that this document and its associated documents do not constitute any contractual relationship between SAA and the Bidder/s, and the acceptance of any Bid/s by SAA will not constitute any contractual relationship between SAA and any Bidder/s. The acceptance of any Bid/s will only indicate, without any obligations on the part of either SAA

and/or a Bidder/s, the willingness of such Parties to enter negotiations, which may or may not result in a Contract.

- 2.2 SAA reserves the right to undertake physical evaluations on shortlisted Bidder/s.
- 2.3 SAA will, from time to time and during the contract with Bidder, conduct market analysis of technology changes and prices for services and products to ensure that it is charged reasonably and technology is up to date.
- 2.4 The Bidder/s agree that during the contract period, prices based on the impact of volumes, productivity improvements, and sharing of risk may be negotiated.
- 2.5 The Agreement will be a non-exclusive Agreement, and SAA reserves the right to purchase at its discretion services from any other service provider. SAA does not warrant that it will use any minimum quantity of the service from the successful Bidder/s.
- 2.6 During evaluation of the bids, additional information may be requested in writing from bidders. Replies to such requests must be submitted within 5 (five) working days or as otherwise indicated. Failure to comply may lead to your bid being disqualified.
- 2.7 A bid or the award of a Contract may at any stage be suspended or set-aside for certain reasons, which may include, amongst others, non-compliance with internal approved procedures or law.
- 2.8 In the event of suspension or set-aside in 2.7, the Bidder accepts that it shall have no claim of whatsoever nature against SAA.

3.0 INTELLECTUAL PROPERTY, INVENTIONS, AND COPYRIGHT

- 3.1 The specification is the intellectual property of SAA.
- 3.2 Copyright of all documentation relating to this assignment belongs to SAA. Successful bidders may not disclose any information, documentation, or products to other clients without the written approval of the accounting authority or the delegate.
- 3.3 All the intellectual property rights arising from the execution of this Agreement shall vest in SAA, and the Bidder undertakes to honour such intellectual property rights and all future rights by keeping the know-how and all published and unpublished material confidential.
- 3.4 In the event that the Bidder would like to use any information or data generated in terms of the Services, prior written permission must be obtained from SAA.
- 3.5 SAA shall own all materials produced by the Bidder during the course of, or as part of the Services including without limitation, deliverables, computer programmes (source code and object code), programming aids and tools, documentation, reports, data, designs, concepts, know-how and other information whether capable of being copyrighted or not ("IP") which IP SAA shall be entitled to freely cede and assign to parties nominated by SAA.
- 3.6 This clause 3.0 shall survive termination of this Agreement.

4.0 GUIDELINE ON COMPLETION OF SUBMISSION

- 4.1 Bidders must indicate compliance or non-compliance on a paragraph-by-paragraph basis. Indicate compliance with the relevant bid requirements by marking the YES box and non-compliance by marking the NO box. If the contents of the paragraph only need to be noted, please mark the NOTED box. The bidder must clearly state if a deviation from these requirements is offered and the reason therefor.
If an explanatory note is provided, the paragraph reference must be attached as an appendix to the bid submission. Bids not completed in this manner may be considered incomplete and rejected. Should bidders fail to indicate agreement/compliance or otherwise, SAA will assume that the bidder is not in compliance or agreement with the statement(s) as specified in this bid.
- 4.2 SAA will interpret YES as full compliance/acceptance of the applicable paragraph. NO will be interpreted that the Bidder/s has/have read and understood the paragraph, but the Bidder/s does/does not comply/accept the content of the applicable paragraph.
- 4.3 Alternative Bids by the Bidder/s will be evaluated and considered at SAA's sole discretion.

5.0 PREPARATION COSTS

All costs incurred in the preparation, presentation, and demonstration of the response shall be for the account of the Bidder. All supporting documentation and manuals submitted with the Bid will become SAA property unless otherwise stated by the Bidder/s at the time of submission.

6.0 COPIES REQUIRED

- 6.1 The Bidder/s may send the bids by e-mail to: Tenders@flysaa.com. The Bidder/s shall ensure that all the relevant information and documentation are submitted. SAA shall not be liable should it become evident that a Bidder/s offer/s is/are not accepted and the reason for such non-acceptance is as a result of the Bidder/s failure to include the information.
- 6.2 Non-compliance with 6.1 above may invalidate the Bidder's RFP response.
- 6.3 SAA shall not be liable should it become evident that a Bidder/s offer/s is/are not accepted and the reason for such non-acceptance is as a result of the Bidder/s failure to include the information.

6.4 **BIDDER/S SHALL KEEP A COPY OF THEIR BID AND RESPONSE FOR FUTURE REFERENCE.**

7.0 SPECIFIC INFORMATION REQUIRED

For ease of reference and evaluating purposes, please furnish replies under the same headings and refer individually to all specific paragraph numbers. Please be clear in your response and use definite answers.

8.0 ENQUIRIES

Enquiries regarding this Bid should be submitted in writing to SAA at the following address:

Attention: Magdeline Serekego
Email: Magdelineserekego@flysaa.com

9.0 QUESTIONS AND CLARIFICATIONS

- 9.1 Enquiries should reference the specific Bid number, section, document and paragraph number, where appropriate.
- 9.2 The questions and clarifications must be emailed to the details in 8.0 above.
- 9.3 If appropriate, the clarifying information will be made available to all bidders by e-mail only.
- 9.4 The closing date for questions is as mentioned in the Cover Sheet.

10.0 INSTRUCTIONS FOR THE SUBMISSION OF A BID

Bids are required to be submitted electronically to Tenders@flysaa.com

Tender number : RFP GSM013/2026
Tender for : Supply and delivery of luggage to SAA crew
Closing Date / Time : 17 April 2026 @ 16h00 (GMT+2)

- 10.1 All bids must be submitted in English.
- 10.2 **Bids submitted in terms of 10.1 must be deposited in the Bid Box situated at:**

South Africa Airways – Main Reception Gate
Airways Park
Jones Road
OR Tambo International Airport
Johannesburg

- 10.3 Bids can be delivered between 08H00 and 16H30 Monday to Friday, prior to the closing date, and between 08H00 and 16H00 on the closing date.
- 10.4 Submissions will be kept unopened in safe custody until the closing time for the Bid. Where a Bid is received without a Bid number on it, it will be opened, the Bid number ascertained, the envelope sealed, and the Bid number written on the envelope.
- 10.5 **Bids shall be published and available free of charge on the National Treasury e-Tender Portal, accessible at <http://www.etenders.gov.za/content/advertised-tender> and <https://www.flysaa.com/about-us/leading-carrier/saa-tenders>**

11.0 LATE BID SUBMISSIONS

- 11.1 Late submissions of Bids will **NOT** be considered for evaluation.
- 11.2 A submission will be considered late if it arrives one second after 16:00LT or any time thereafter. Bidders are therefore strongly advised to ensure that bids are emailed, allowing sufficient time for unforeseen events that may delay delivery.

12.0 PAYMENTS

- 12.1 Subject to 16.0 below, final payment terms will be negotiated with the successful bidder before awarding the bid.
- 12.2 SAA will pay the successful Bidder the Fee as set out in the final contract. No additional amounts will be payable by SAA to the successful Bidder.

- 12.3 The successful Bidder shall, from time to time during the duration of the contract, invoice SAA for the services rendered. No payment will be made to the successful Bidder unless an invoice complying with section 20 of VAT Act No 89 of 1991 has been submitted to SAA.
- 12.4 Payment shall be made into the successful bidder's bank account, normally 30 days after receipt of an acceptable, valid invoice. (Banking details must be submitted as soon as this bid is awarded.
- 12.5 The successful Bidder shall be responsible for accounting to the appropriate authorities for its Income Tax, VAT, or other monies required to be paid in terms of applicable law.

13.0 WARRANTIES

- 13.1 The Bidder warrants that it is able to conclude and deliver on this Agreement to the satisfaction of SAA.
- 13.2 Although the Bidder will be entitled to provide products or services to people other than SAA, the Bidder shall not, without the prior written consent of SAA, be involved in any manner whatsoever, directly or indirectly, in any business or venture which competes or conflicts with the obligations of the Bidder to provide the products or services.

14.0 RETENTION

- 14.1 On termination of this agreement, the successful bidder shall, on demand, hand over all documentation, information, software, etc., without the right of retention, to SAA.
- 14.2 No agreement to amend or vary a contract or order or the conditions, stipulations, or provisions thereof shall be valid and of any force and effect unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing shall also be in writing.

15.0 SELECTION

- 15.1 Before the award of this Bid, SAA reserves the right to enter into a phase of negotiation to ensure the optimum solution in terms of the specified requirement for SAA with Bidder/s in order to establish a mutually acceptable solution. SAA will, however, not be bound to enter into any contract with any party should negotiations fail to produce mutually acceptable conditions.
- 15.2 Should SAA consider it necessary, the Bidder/s shall agree to an inspection of the resources and works of the Bidder.
- 15.3 SAA may request documentary proof of any information supplied by the Bidder/s. Failure to comply with the request will lead to disqualification.
- 15.4 Should SAA consider it necessary, SAA will visit the Bidder's customer sites.
- 15.5 SAA reserves the right:
- 15.6.1 to cancel this Bid or any part thereof at any time;
 - 15.6.2 not to accept any Bids;
 - 15.6.4 to accept one or more Bids for further negotiation

- 15.6.5 to contact any Bidder/s during the evaluation period, to clarify information only, without informing any other Bidder/s.
- 15.6.6 to either appoint one or more Bidder/s on a national basis, or award the contract on a regional basis to one or more Bidder/s.
- 15.6.7 to cancel the award and, where applicable, also terminate any contract entered into with the Bidder, if one or more of its routes are closed for whatever reason.
- 15.6.8 In the event of cancellation and termination in 15.6.7 above, the Bidder accepts that it shall have no claim of whatsoever nature against SAA.

16.0 NEGOTIATIONS

- 16.1 SAA has the right to enter into negotiations with a prospective bidder or prospective bidders regarding any terms and conditions, prices, BEE, technical/functionality requirements, etc.
- 16.2 SAA shall not be obliged to accept the lowest-priced bid, quotation, offer, or proposal.
- 16.3 Notwithstanding 12.1 above or any other provision of these terms and conditions of Bids, SAA may enter into negotiations described in 16.1 at any time before and after the award or signing of a contract with the Bidder.
- 16.4 Should there be no agreement reached within a period of twenty (21) days of negotiations post the award or signing of the agreement, SAA may set aside the award or cancel the agreement.

17.0 BID PRESENTATIONS

- 17.1 SAA reserves the right to invite bidders for presentations before the award of the bid.

18.0 FORMAT OF BIDS

- 18.1 Fully comprehensive service documentation shall be supplied in English by each Bidder, which shall explicitly and in detail describe the service/s offered. This documentation shall include sufficient detail to clearly provide the reader with a precise and unambiguous description of the service (s) offered. Incomplete or incomprehensible documentation will result in rejection of the offer.
- 18.2 The following documentation forms part of the Bid and must, where applicable and specified hereto, be duly completed & returned in the Bidders' response to this RFB.

18.2.1 Part 1: Information Schedule

Bidders must complete and submit the Information Schedule.

18.2.2 Part 2: Bid Conditions and Instructions to Bidders

18.2.3 Part 3: Scope of work and specification

18.2.4 Part 4: Evaluation Criteria

18.2.5 Part 5: Vendor Information and CSD Registration details

18.2.6 Part 6: Deviations from Request for Bid/ Proposal

18.2.7 Part 7: Pre-Bid Briefing / Site Inspection Certificate

18.2.8 Part 8: General Conditions of Contract and/or Special Conditions of Contract

18.2.9 Part 9 Bidders' Consent to Processing of Personal Information

The Constitution of the Republic of South Africa provides that everyone has the right to privacy, and the Protection of Personal Information Act 4 of 2013 ("POPI") protects against the unlawful collection, retention, dissemination, and use of personal information.

Under section 18 of POPI, if SAA, as the responsible party, collects personal information, it must take reasonable steps to ensure the data subject is made aware of the information being collected.

In fulfilment of its statutory and contractual obligations, it is necessary for SAA to provide its counterparts and relevant authorities with personal information of the Bidder, which personal information may include, but is not limited to, the Bidder's registration details with all the relevant regulatory authorities, such as SARS, CIPRO, and National Treasury.

The personal information may be distributed by SAA to its counterparts and relevant authorities, usually by electronic means, such as email.

The personal information collected or processed is necessary for the discharge of SAA's statutory and contractual obligations.

In signing this document, Bidders hereby consent to the use of their personal information described herein.



PART 3

SCOPE OF WORK / SPECIFICATION

FOR

RFP GSM013/2026

Scope of work – Supply and delivery of crew luggage

1. BACKGROUND TO PROJECT:

Supply and delivery of crew luggage as per the specifications, herewith attached specifications for different bags (**Annexure A**)

2. OVERALL OBJECTIVE

The objective of this bid is to select a suitable supplier to supply the SAA crew with luggage. The successful bidder should ensure the provision of quality service and adherence to the agreed specifications for luggage.

3. CONTRACT PERIOD

The contract will run for three (3) years.

4. SCOPE OF THE WORK

- **The following table should be used as a guide for the pricing proposal.**
- **Please provide us with a quotation for the items specified hereunder in accordance with the attached specification.**

Item number	Description	Estimated quantities	Price excl VAT
CO113	Cabin crew canvas carry-on bag	700	
CO114	Pull-Along with name plate	700	
CO115	Luggage name plates (replacement due to changes in the employee's details)	400	
CO116	FDC -Large canvas carry-on bag	350	
CO117	Medium Suitcase with a name plate	1050	
CO118	Large Suitcase with a name plate	1050	
CO94	Pilot case with name plate	350	

6. GENERAL

6.1 All bidders will be required to supply full details (inclusive of prices) of all other services offered.

7. COST REDUCTION

The successful bidder/s will be required to assist in reducing the total cost of ownership (TCO) of this commodity over the duration of the proposed contract. All bidders are requested to cite examples and to provide information about all similar initiatives undertaken with other Airlines (without divulging proprietary information).



PART 4

STATEMENT OF COMPLIANCE

RFP GSM013/2026

EVALUATION METHODOLOGY:

1. The proposed evaluation methodology to select the most competent service provider is structured as follows:

Administrative Responsiveness	Substantive Responsiveness	Evaluation of Price and Specific Goals	Site Inspection	Business Award and conclusion of contract
Step 1	Step 2	Step 3	Step 4	Step 5
<i>Evaluation of returnable documents per tender requirements</i>	<i>Evaluation of Mandatory / Critical Returnable Documents</i>	Price (80) & Specific Goals (20)	Bidders are advised that a site inspection might be conducted.	<i>Post-tender negotiations (if applicable) are held at this stage before the LOA is issued to the preferred supplier.</i>

2. It is worth noting that the evaluation of the various stages listed above will generally occur sequentially. However, to expedite the evaluation process, SAA may opt to conduct some steps in parallel. In such cases, evaluating bidders at any stage should not be taken as an indication that they have passed previous stages.

Test for Administrative and Substantive Requirements Evaluation

3. The criteria referred to in Paragraphs 1 and 2 above are as follows:

Test for Administrative Requirements

- This evaluation stage will confirm whether all Returnable Documents [where applicable] were completed and returned by the closing date and time. At this evaluation stage, SAA will also verify whether the authorized respondent has duly signed the Bid document and whether all returnable documents are valid.

Test for Substantive Requirements

This evaluation stage will confirm if the following requirements have been met:

- Submission of the bidders' fully completed Mandatory and Essential Statements of Compliance documents. Failure to complete these documents in full (The Critical Documents) will lead to bid disqualification.

Mandatory Returnable Documents – Phase 2

4. Failure to fully comply as described above will result in bid disqualification. Bidders should also be aware that selecting “No” will cause SAA to consider the bidder non-compliant, leading to bid disqualification.

5. The statements of compliance are categorised as “Mandatory or Critical Statement of Compliance” and “Essential Statements of Compliance,” and the two are shown in the tables below as follows:

Critical/Mandatory Statement of Compliance

None Weighted, mandatory requirements must be met for the bid to qualify for further evaluation. Proof of the information below is required. A bidder who fails to meet this requirement will be disqualified.	Comply (Make sure that you attach proof)	
	YES	NO
Bidders to price on all the listed items Bidders must submit a fully completed pricing schedule, with all line items priced. Failure to fully complete the pricing schedule as requested will lead to bid disqualification	<input type="checkbox"/>	<input type="checkbox"/>
Provision of spare parts for luggage bags Bidders must make an undertaking to provide spares on an “as and when” required basis for a period of 3 years from the commencement date of the contract as defined either on the LOA or SLA. The undertaking must be on a formal company letterhead and must be dated and signed by the bidding company.	<input type="checkbox"/>	<input type="checkbox"/>

6. All bidders who do not comply as required above (Critical Criteria/Mandatory) will be disqualified from further evaluation.

PHASE 2 – FUNCTIONAL EVALUATION CRITERIA

Threshold: The minimum qualifying score for Functionality is **75%**. All tenders that do not comply with all the Mandatory Requirements for Functionality and that fail to achieve the minimum qualifying score of 75% on Functionality shall not be considered for further evaluation against phase 3 Pricing and Specific goals.

Evaluation Criteria	Weight %
<p>Submission of samples Bidders to supply 2 samples of the product as close to SAA specifications as possible for each product, to measure workmanship, and to be trialed by the SAA Flight Deck and Cabin Crew within their respective workspace, any deviation or/and product enhancements from the SAA specification must be clearly identified and attached to the tender document. Bidders must attach the deviation to Part 6 of the bid document and their own specification if they have deviated from SAA specifications.</p> <ul style="list-style-type: none"> • Bidder supplied samples to measure physical quality of workmanship by SAA, and the samples are close to specification, and quality is deemed to be of a high standard = 60% • Bidder supplied samples to measure the physical quality of workmanship by SAA, and the samples are close to the SAA specification; the quality is deemed to be of a good quality standard = 40% 	60%

<ul style="list-style-type: none"> • Bidder supplied samples to measure the physical quality of workmanship by SAA, and the samples are close to the SAA specification; the quality is deemed to be of a medium quality standard = 20% • Bidder supplied samples to measure the physical quality of workmanship by SAA, and the samples are close to the SAA specification; the quality is deemed to be of a poor-quality standard = 0% 	
<p><u>Delivery Timelines, Bidder to state timelines (in weeks)</u></p> <p>The Bidder must indicate the delivery lead time (in weeks) from receipt of Purchase Order to final delivery of the product to SAA (once master samples have been signed off)</p> <ul style="list-style-type: none"> • Less than or equal to 12 weeks = 20% • More than 12 weeks but less than or equal to 15 weeks = 15% • More than 15 weeks but less than or equal to 18 weeks = 10% • More than 18 weeks but less than or equal to 20 weeks = 5% • More than 20 weeks = 0% 	20%
<p>Bidders must submit reference contact details from previous clients in a tabular format (i.e., a list of these references with their contact numbers and work performed). These references should attest to the bidder's capability to deliver high-quality luggage. The references should not be for work older than 5 years.</p> <ul style="list-style-type: none"> • 4 references = 20% • 3 references = 15% • 2 references = 10% • 1 reference = 5% • No references = 0% <p>Note: The SAA reserves the right to verify the validity of the evidence submitted.</p>	20%
Threshold	75%
Total	100%

Preference Point System

1. The 80/20 preference points system will be applicable in this tender process.
2. All tenders that meet the mandatory requirements will be evaluated further using the applicable preference point system as follows:

These specific goals have been set as follows:

Selected Specific Goal	Number of points allocated (20)
B-BBEE Level 1 and 2 (Non-Compliant and/or B-BBEE Level 3-8 contributors = 0)	10
30% or more black woman-owned companies	10
Total Points for Specific Goals	20

Bidders should be aware that preference points will be awarded to those who provide evidence according to the table below:

Specific Goals	Acceptable Evidence
B-BBEE	B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC (Department of Trade, Industry and Competition) guideline
30% or more that are black women-owned companies.	B-BBEE Certificate / Sworn-Affidavit / CIPC Certificate

Standard Conditions for Pricing

3. All prices provided must be exclusive of Value Added Tax (VAT). Furthermore, all prices submitted must be firm. “Firm” prices are deemed fixed and are only subject to the following statutory charges: VAT.

Phase 4 –Site inspection might be conducted by the CFST

Phase 5 Business Award and conclusion of Contract

4. Post-tender negotiations (if applicable) are held at this stage before the letter of Award (LOA) is issued.
5. The highest-ranking bidder based on the evaluation of Price and Specific Goals will be awarded preferred bidder status. Due diligence will be conducted to determine whether the preferred bidder is not conflicted and has the required financial and operational capacity to carry out the scope of work.



PART 5

**VENDOR INFORMATION FORM
FOR
RFP GSM013/2026**

Annexure 1

VENDOR Application form
REGIONAL & INTERNATIONAL STATIONS.

Vendor Account Number:	Company Code(s):
VENDOR INFORMATION	

Registered Name:		
Trading Name:		
Physical Address:		
Postal Address:		
Phone:	E-mail:	Fax:
City:	State:	ZIP Code:
Contact Person:	Phone:	Mobile:

BANK DETAIL

Name of Bank:
Branch Name / Number:
Bank Account Number:
IBAN Number:
SWIFT Code:

B-BBEE DETAIL

Not applicable

Duly Authorised to sign for and behalf of the Enterprise / Organisation:		
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Name:	Phone:	Date:
Signature of applicant:		
Designation / Capacity: COMMERCIAL MANAGER		

DOCUMENTATION REQUIRED	Attached
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Company Registration documents relevant to the country: For suppliers in the UK please submit the Certificate of Registration applicable to companies in the UK For suppliers in the USA please submit the copy of the W9 registration document Suppliers in other countries please submit the registration documents relevant to the legislation of the country	
Bank Confirmation Letter on the bank or company letterhead not older than one year or cancelled cheque	

For Internal Use Only:		
Checklist:	Yes	No
Cancelled Cheque / Stamped Bank Confirmation Letter:		
Contracted Supplier: If yes, attach copy of contract If no, attach GSM Approval Schedule		
SAP Control Account Checked:		
Payment Terms:		

+

Please submit the above signed document with the above supporting documents.

Signoff: Official usage		
Requester Name:	Date:	Signature:
Comment:		
Name: GSM: Commodity/Operational Manager	Date:	Signature:
Comment:		
Name: GSM: Admin Coordinator (SAP)	Date:	Signature:
Comment:		
Name: Vendor Master Authoriser: GSM GSM: Procurement Manager	Date:	Signature:
Comment:		
Name: Vendor Master Authoriser: Finance Manager Accounts Payable	Date:	Signature:
Comment:		



SOUTH AFRICAN AIRWAYS

A STAR ALLIANCE MEMBER 

PART 6

DEVIATIONS FROM THE REQUEST FOR BID/PROPOSAL

FOR

RFP GSM013/2026

Should the Bidder desire to make any departures from, or modifications to this Request for Bid or to qualify its Bidder in any way, it shall clearly set out its proposals hereunder or alternatively state them in a covering letter attached to its bid and referred to hereunder, failing which the Bid shall be deemed to be unqualified and conforms exactly with the requirements of this Request for Bid.

If no departures or modifications are desired, the Schedule hereunder is to be marked "NIL" and signed by the Bidder.

Unless otherwise specified and stipulated in writing, the Contract constitutes the sole memorial of the Contract between the parties and any terms and conditions forming part of the Bidder's Bid or other documentation.

PAGE NUMBER	CLAUSE NUMBER	DEVIATION

SIGNATURE OF BIDDER

DATE



Part 7

**PRE-BID BRIEFING / SITE INSPECTION
FOR
RFP GSM013/2026**

South African Airways (SOC) Ltd

This is to certify that I, _____

representing and duly authorised by (Bidder) _____

of (Address) _____

Attended the bid briefing/site inspection on (Date) _____

Having carefully examined the bid document prior to this bid briefing/site inspection, I confirm that I was given unrestricted access to inspect those sections of the Site necessary for the execution and or delivery of goods, services, or works.

I further confirm that I am completely satisfied with the scope of Purchase as explained by the SAA representatives, and I am fully aware of all Site conditions and regulations of whatsoever nature that could influence the preparation of our bid.

I therefore append my signature below in agreement that we will not institute any claim against SAA, after submission of our bid, based on lack of knowledge of site conditions or regulations pertaining to the execution of the Contract.

For and on behalf of the Bidder, being duly authorised;

Name

Date

Signature

For and on behalf of SAA:

Name

Date

Signature



SOUTH AFRICAN AIRWAYS

A STAR ALLIANCE MEMBER 

PART 8

**GENERAL CONDITIONS OF CONTRACT
and/or
SPECIAL CONDITIONS OF CONTRACT
FOR
RFP GSM013/2026**

SAA GENERAL CONDITIONS OF CONTRACT

NOTES

The purpose of this document is to:

- (i) Draw special attention to certain general conditions applicable to government bids, contracts, and orders; and
- (ii) To ensure that clients are familiar with the rights and obligations of all parties involved in doing business with the government.

In this document, words in the singular also mean in the plural, and vice versa, and words in the masculine also mean in the feminine and neuter.

- The General Conditions of Contract will form part of all bid documents and may not be amended.
- Special Conditions of Contract (SCC), relevant to a specific bid, should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

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General Conditions of Contract

1. Definitions

The following terms shall be interpreted as indicated:

- 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6 "Country of origin" means the place where the goods were mined, grown, or produced, or from which the services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7 "Day" means calendar day.
- 1.8 "Delivery" means delivery in compliance with the conditions of the contract or order.
- 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
- 1.10 "Delivery into consignee's store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11 "Dumping" occurs when a private enterprise abroad markets its goods on its own initiative in the RSA at lower prices than those of the country of origin, which has the potential to harm the local industries in the RSA.
- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence, and not foreseeable. Such events may include, but are not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price, which is not included in the imported content, provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components, and machinery, and includes other related value-adding activities.

- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in the bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance, and other such obligations of the supplier covered under the contract.
- 1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

2. Application

- 2.1 These general conditions are applicable to all bids, contracts, and orders, including bids for functional and professional services, sales, hiring, letting, and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services, or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable, a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. StanACCds

- 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

5. Use of contract documents and information; inspection.

- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself, mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.

- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

7. Performance

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser, and shall be in one of the following forms:
- a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
 - b) a cashier's or certified cheque
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests, and analyses

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should, at any stage during production or execution or on completion, be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests, and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests, and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests, or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may, on or after delivery, be inspected, tested, or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract.

- 8.8 Failing such removal, the rejected supplies shall be returned at the supplier's cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the supplier's expense.
- 8.9 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt, and precipitation during transit, and open storage. Packing, case size, and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

- 10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.
- 10.2 Documents to be submitted by the supplier are specified in SCC.

11. Insurance

- 11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery in the manner specified in the SCC.

12. Transportation

- 12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.

13. Incidental services

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
 - d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
 - e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. Spare parts

- 14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
- a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
 - b) in the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

- 15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note, upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.

18. Contract amendments

18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

19. Assignment

19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

20. Subcontracts

20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

21. Delays in the supplier's performance

21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration, and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may, at his discretion, extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of the contract.

21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or local authority.

21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price,

as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

23. Termination for default

- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
 - b) if the Supplier fails to perform any other obligation(s) under the contract; or
 - c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4 If a purchaser intends to impose a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days, the purchaser may regard the intended penalty as not objected to and may impose it on the supplier.
- 23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.
- 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury with the following information:
- (i) the name and address of the supplier and/or person restricted by the purchaser;
 - (ii) the date of commencement of the restriction
 - (iii) the period of restriction; and
 - (iv) the reasons for the restriction.
- These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.
- 23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act, the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Anti-dumping and countervailing duties and rights

24.1 When, after the date of bid, provisional payments are required, or antidumping or countervailing duties are imposed, or the amount of a provisional payment or antidumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favorable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

25. Force Majeure

- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

- 26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

27. Settlement of Disputes

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of their intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;

- a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
- b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

30. Applicable law

30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.

31. Notices

31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail, and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing, and such posting shall be deemed to be proper service of such notice

31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given shall be reckoned from the date of posting of such notice.

32. Taxes and duties

32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid, the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33. National Industrial Participation (NIP) Programme

33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

34. Prohibition of Restrictive Practices

34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is/are or a contractor(s) was/were involved in collusive bidding (or bid rigging).

34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has/have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

34.3 If a bidder(s) or contractor(s), has/have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and/or terminate the contract in whole or part, and/or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and/or claim damages from the bidder(s) or contractor(s) concerned.

General Conditions of Contract (revised July 2010)



PART 9

**CONSENT TO PROCESSING OF PERSONAL INFORMATION
FOR
RFP GSM013/2026**

1. USE OF PERSONAL INFORMATION

- 1.1. The Bidder voluntarily submits this bid/document containing personal information, for the purposes of SAA's **RFP GSM013/2026**
- 1.2. SAA hereby provides hereto information in respect of its processing of Bidder's personal information for the purposes of **RFP GSM013/2026, and the Bidder hereby provides** the consent required by SAA for processing purposes.
- 1.3. SAA is committed to protecting Bidder's privacy and recognises that it needs to comply with statutory requirements in collecting, processing, and distributing personal information.
- 1.4. The Constitution of the Republic of South Africa provides that everyone has the right to privacy, and the Protection of Personal Information Act 4 of 2013 ("POPI") includes the right to protection against unlawful collection, retention, dissemination, and use of personal information. Under section 18 of POPI, if SAA, as the responsible party, collects personal information, it must take reasonable steps to ensure the data subject is made aware of the information being collected.
- 1.5. In order to process **RFP GSM013/2026** and make award to a successful Bidder, it is necessary to provide SAA' counterparts, relevant authorities and development incubators with personal information of the Bidder, which personal information includes, but is not necessarily limited to the Bidder's company's Director/Shareholder and registration details with relevant authorities such as SARS, CIPRO, National Treasury etc. This information is distributed to SAA's counterparts, relevant authorities, and developmental incubators, usually by electronic means, such as email or other means. This personal information is necessary for the purposes of processing RFP GSM013/2026, the discharge of contractual and legislative obligations of SAA.
- 1.6. In accordance with POPI, SAA hereby provides the following information:

1.6.1	<i>Type of Information</i>	Company registration information (e.g., registration numbers, SARS or tax information, CSD, shareholder/director information)
1.6.2	<i>Category of information</i>	Personal information for furthering the objectives of the RFP GSM013/2026
1.6.3	<i>Purpose</i>	Required for purposes of processing RFP GSM013/2026 and to discharge legislative obligations.
1.6.4	<i>Source</i>	Bidder (data subject) directly.
1.6.5	<i>SAA details (Responsible Party)</i>	Chief Information Officer or SAA website.
1.6.6	<i>Voluntary/Mandatory</i>	Bidder is required to provide the information voluntarily and understands that it is mandatory for the purposes of processing RFP GSM013/2026 and to discharge legislative obligations.

1.6.7	<i>Legal Requirement</i>	SAA may be required, directly or indirectly, in terms of public procurement regulatory framework, policies, and other statutes such as the Financial Intelligence Centre Act 38 of 2001, King 3 or similar statutes, to collect the information in order to report to the Minister representing its shareholder or other Government structures and for responsible record keeping, statistical, and any other purpose.
1.6.8	<i>Contractual Requirement</i>	The information is required in terms of the Terms and Conditions of this RFP GSM013/2026, as well as a potential business agreement with a successful Bidder.
1.6.9	<i>Consequences of failure to provide</i>	Failure to provide the information will result in a failure to process and achieve the objectives set out in this RFP GSM013/2026
1.6.10	<i>Cross-border transfer</i>	Where necessary, the information may be shared with SAA's counterparts in countries that subscribe to similar data protection laws. Where the information is shared with SAA's counterparts in countries that do not subscribe to similar data protection laws, SAA will enter into an agreement with its counterpart in terms of which such counterpart will be liable for the protection of the Bidder's personal information.
1.6.11	<i>Recipients of personal information</i>	SAA's counterparts, relevant Government authorities/regulatory bodies, and development incubators.
1.6.12	<i>Access and right to amend</i>	The Bidder has the right to access and amend their personal information at any reasonable time. However, this right shall not affect any right of SAA to disqualify a Bidder in accordance with the terms and conditions of this RFP GSM013/2026 or potential business agreement with a successful Bidder.
1.6.13	<i>Right to object</i>	Bidder is entitled to object to the use of information. However, such an objection may lead to the termination of the RFP GSM013/2026 and/or the potential business agreement between it and SAA, as the information is required for processing the bid or potential business agreement.
1.6.14	<i>Complaints</i>	All complaints regarding the use of personal information may be directed to the Information Regulator and SAA's Chief Information Officer.

2. CONSENT

- 2.1. The Bidder (as data subject), by signing this document, hereby consents to the use of their personal information described herein and confirms that:
 - 2.1.1. They have obtained all the necessary consent from their shareholders/directors or counterparts, including the consent for SAA to receive and process such personal information;
 - 2.1.2. Information is supplied voluntarily, without undue influence from any party and not under any duress;
 - 2.1.3. The information which is supplied herewith is mandatory for the purposes of this RFP GSM013/2026, and without such information, SAA will not be able to process RFP GSM013/2026 and discharge legislative obligations.
- 2.2. Failure to provide the information will result in the objectives of the RFP GSM013/2026 not being achieved, with the Bidder being disqualified also for RFP GSM013/2026 and/or potential business agreement.
- 2.3. The Bidder acknowledges that it is aware that it has the following rights with regard to such personal information which is hereby collected in accordance with this consent. The right to:
 - 2.3.1. Access the information at any reasonable time for purposes of rectification thereof;
 - 2.3.2. Object to the processing of the information, in which case its response to RFP GSM013/2026 and potential business agreement will terminate immediately on cancellation;
 - 2.3.3. Lodge a complaint to the Information Regulator.

3. SIGNATORIES

..... Signature Date
..... Position Name of Bidder