REQUEST FOR PROPOSAL FOR THE SUPPLY OF SNACK BOXES FOR SOUTH AFRICAN AIRWAYS INFLIGHT SERVICES

RFP: GSM 002/26

BIDDER CHECKLIST FOR *RFP – GSM 002/26*

No	Title	Completed (Yes/No)
1	SAA Tender Document	
4	SAA SBD 4: Declaration of Interest	

Signature of Bidder:	*Capacity:*	*Date:*

TABLE OF CONTENTS FOR *RFP – GSM 002/26*

Part	Title
1	Information Schedule
2	Bid Conditions and Instructions
3	Specification & Pricing Schedule
4	Evaluation Criteria
5	Vendor Information Form
6	Deviations From the Request for Bid/Proposal
7	Pre-Bid Briefing / Site Inspection Certificate
8	General Conditions of Contract and/or Special Conditions of Contract
9	Declaration Certificate for Local Production and Content
10	Consent to Processing of Personal Information

PART 1

INFORMATION SCHEDULE

FOR

RFP NO.: *GSM 002/26*

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	**:**	**Nomalanga Nene** **South African Airways (SOC) Limited** **Supply Management**
E-MAIL	**:**	**NomalangaNene@flysaa.com**
RE	**:**	**RFP No. GSM 002/26**
DATE	**:**	**12 August 2026**

NAME OF BIDDER : _____

ENTITY NAME : _____

CONTACT PERSON : _____

TEL NUMBER : _____

FACSIMILE NUMBER : _____

CELLULAR NUMBER : _____

E-MAIL ADDRESS : _____

1. INVITATION TO BID

SAA invites Bidders to participate in the below RFP:

RFP NUMBER: **GSM 002/26**

RFP DESCRIPTION: **Request for Proposal for the Supply of Snack Boxes for SAA Inflight Services.**

Issue Date	12 August 2026
Briefing Session	Yes, compulsory, and conducted online via MS Teams. The meeting link will be provided on request and is also available on the National Treasury advert.
Briefing Session Date & Time	19 August 2026 @ 12:00 (GMT+2)
Closing Date for RFP Questions	09 September 2026 16:00 (GMT+2)
RFP Closing Date & Time	15 September 2026 @ 11:00 (GMT+2)
Validity Period of Proposal Submission	180 days (from closing date of the RFP)

PART 2

BID CONDITIONS AND INSTRUCTIONS TO BIDDERS

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 practice. 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 that are equally passionate in their quest for better quality, price 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 into 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 the 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 agrees 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 service 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 request 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 other, 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. The 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, the 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 are 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 to the applicable paragraph. NO will be interpreted that the Bidder/s has/have read and understood the paragraph, but the Bidder/s does/do 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 SUBMISSIONS

6.1 It is a condition that the Bidder(s) shall submit their offer electronically on a link which should remain accessible for at least three (3) days from the closing date of the RFP. Physical copies of the response document are not required, and only electronic submissions will be accepted. Bidder(s) must ensure that all relevant information and documentation is included in the electronic submission, as SAA shall not be liable should any offer be deemed non-compliant or rejected due to incomplete electronic documentation.

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 in the electronic link.

6.4 Bidders must submit their proposals via email by providing an electronic link accessible for at least three (3) days following the RFP closing date. The link should be sent to tenders@flysaa.com

6.5 **BIDDER/S SHALL KEEP THEIR BID 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 must be submitted in writing to SAA at the following e-mail address:

Attention: Nomalanga Nene
Email: NomalangaNene@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: 09 September 2026 @ 16:00 (GMT+2)**

10.0 INSTRUCTIONS FOR THE SUBMISSION OF A BID

10.1 **Submit bids electronically to** tenders@flysaa.com ***(on a link, accessible for at least three (3) days from the closing date of the RFP).***

Tender number: GSM 002/26
Description: Supply of Snack Boxes for SAA Inflight Services
Briefing Session: Yes, compulsory on 19 August 2026 @ 12:00 (MS Teams)
RFP Closing Date / Time: 15 September 2026 @ 11:00 (GMT+2)

Name & Address of the Bidder:

10.2 Bids submitted in terms of 10.1 must be sent electronically and the link should remain accessible for at least three (3) days from the closing date of the RFP.

10.3 All bids must be submitted in English.

11.0 LATE BID SUBMISSIONS

11.1 Late submissions of Bids will NOT be considered for evaluation and will accompanied by an explanation to the effect that it is late.

11.2 A submission will be considered late if it arrives one second after 11:00 (GMT+2) or any time thereafter. Bidders are therefore strongly advised to ensure that bids are sent allowing enough time for any unforeseen events that may delay the delivery of the bid.

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 moneys required to be paid in terms of applicable law.

13.0 WARRANTS

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 persons 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 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 reasons.

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 negotiation 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 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 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 give the reader a precise and unambiguous

description of the service/s offered. Incomplete or incomprehensible service 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 RFP.

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 – Not applicable

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

18.2.9 Part 9:Declaration Certificate for Local Production and Content – not applicable

18.2.10 Part 10 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") includes the right to protection against unlawful collection, retention, dissemination and use of personal information.

In terms of section 18 of POPI, if personal information is collected, SAA, as the responsible party, must take reasonably practical steps to ensure that 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 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, in the form of an email or any other means.

The personal information collected or processed, is necessary for purposes of discharging statutory and contractual obligations of SAA.

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

PART 3

SPECIFICATION

Refer to the following attachments:
1.Snack Box Specification.
2. SAA Artwork.
3. SAA Interim Brand Guidelines.

QUANTITIES AND CONTRACT DURATION

Description	Estimated Monthly Consumption	Contract Duration
Snack Box	258 000	3 years

ONCE OFF COST

Item No.	Description	Unit	Quantity	Unit Price Excluding Vat (ZAR)	Total Price excluding Vat (ZAR)
1	Artwork design and development (including alignment to SAA brand guidelines)	Once-off	1		
2	Artwork adaptation and preparation of print-ready files	Once-off	1		
3	Printing plate / cylinder setup	Once-off	1		
4	Die-cut tooling for snack box	Once-off	1		
5	Prototype sample production	Once-off	1		
6	Pre-production sample for approval	Once-off	1		
7	Colour proofing and print calibration	Once-off	1		
TOTAL ONCE-OFF COSTS					**R**

PRODUCT COST

Item No.	Description	Unit	Estimated Quantity	Unit Price Excluding Vat (ZAR)	Total Price Excluding Vat (ZAR)
1	Snack Box – Printed with SAA artwork,(food-grade) and in line with the provided specification.	Each	258 000		

Item No.	Description	Unit	Estimated Quantity	Unit Price Excluding Vat (ZAR)	Total Price Excluding Vat (ZAR)
2	Barrier coating / grease-resistant lining (if applicable)	Each	258 000		
3	Printing (full colour / SAA branding)	Each	258 000		
4	Die cutting, folding and gluing	Each	258 000		
Total Cost Excluding VAT					**R**

Sample Delivery Address:
Airways Park, 32 Jones Road, Kempton Park.

Important note*
- *Bidders must deliver samples ONLY.*
- *Bid responses must be transmitted by email to tenders@flysaa.com*
- *Samples must be branded.*
- *Samples must be marked with Bidder's company name, RFP description, GSM number and for the attention of Nomalanga Nene.*
- *Bidders must complete the sample's register as confirmation of delivery.*
- *Bidders shall bear all related cost for provision of the required samples to SAA.*
- *Provided sample(s) must comply with the specification.*

Packaging, Delivery & Price

- *The price per item must be Delivered Duty Paid (DDP) Johannesburg SAA Warehouse.*
- *All prices must be inclusive of all related costs.*
- *Stock must be delivered on treated 4-way entry pallet dimensions of 1.2m x 1.0m.*
- *(As per the Government Gazette 5 March 2004, notice 319 of 2004 as amended). The cost for pallets (if applicable) must be included in the product price.*
- *Copy of heat treatment certificate for the pallets must accompany each delivery.*
- *Copy of Quality certificate must accompany each delivery.*
- *Products must be packed properly in order to reach SAA warehouse in a condition that is free from defects and allows for storage in SAA stores.*
- *The quality assurance for the product must be done by the manufacturer and the supplier before delivery to SAA.*
- *Each pallet must be strengthened on all four corners to ensure safe transportation of the products.*

Case labels (top and side) should include the following product packing details:
  - *SAA Code (to be provided on award of the tender).*
  - *Description of the products.*
  - *Case quantity.*
  - *Framework Agreement number/Purchase Order number.*

PART 4

1. EVALUATION CRITERIA

PHASE 1: CRITICAL EVALUATION CRITERIA

The following critical criteria shall apply, non-compliance or absence of supporting documentation(s) requested to accompany the bid, will invalidate the proposal and subsequently lead to disqualification.

NO.	DESCRIPTION	BIDDER TO INDICATE COMPLIANCE (YES / NO)
1	**Snack Box Sample Submission:** Bidders are required to provide ten (10) complete snack box samples, produced in compliance with SAA specifications, incorporating their proposed design along with SAA-approved artwork. *Samples must be physically delivered to the address stated in the RFP on or before the RFP closing date and time. Late or non-submission will result in disqualification.*	
2	**Material Safety & Food Grade Compliance:** The bidder must submit the manufacturer's valid Material Safety Data Sheet (MSDS) confirming that the snack box material is certified food-grade and compliant with applicable food safety regulations. The MSDS must clearly indicate the material composition and safety compliance.	
3	**Acceptance of Payment Terms:** The bidder must accept SAA's standard payment terms of thirty (30) calendar days from receipt of a valid tax invoice. Bidders are required to indicate acceptance or non-acceptance. Non-acceptance of the stated payment terms will result in disqualification.	

PHASE 2: FUNCTIONAL EVALUATION CRITERIA

NO.	DESCRIPTION	SCORE/WEIGHT
1	**1. Technical Specifications (Laboratory Tested)** Shortlisted products will be submitted for independent laboratory testing by **Defcon Protec (Pty) Ltd** or an equivalent SANAS-accredited laboratory appointed by SAA.	50%

	Scoring will be allocated as follows: • **Material Density:** Board strength between approximately 250 – 350 gsm (proof of specification and lab verification required) – **20%** • **Dimensions:** Compliance with required size of 150mm (L) x 100mm (W) x 50mm (H) (tolerance levels may be verified during testing) – **20%** • **Construction & Finish:** Box must be glued, delivered erect (ready for use), and include an internal barrier coating suitable for food contact – **10%**	
2	**Workmanship & Quality** Evaluation will be based on physical sample inspection. • **Defect-Free Product:** Box must be free from visible defects including tearing, weak folds, glue marks, misalignment, printing smudges, or structural instability – **10%** • **Uniformity & Finish:** Consistent make, colour accuracy, print quality, and professional finish across all submitted samples – **10%** • **Recycling Information:** Clear and compliant recycling information printed on the box (including material identification where applicable) – **10%**	30%
3	**Environmental & Food Safety Compliance** • **Eco-Friendly Materials:** Material must be biodegradable and recyclable. Supporting documentation or certification may be required – **10%** • **Food-Grade Compliance:** Material must be certified food-grade board suitable for direct food contact (supporting certification required) – **10%**	20%
THRESHOLD		80%
TOTAL		**100%**

*Only bidders scoring 80% or higher in the Functionality Evaluation Criteria will proceed to Phase 3, where they will be evaluated using the preference point system.

PHASE 3 – PRICE AND BBBEE

Criteria	Points
Price	80
Specific Goals	20
• BBBEE Level (1 or 2) = 5; • A company (“bidder”) that is 51% or more black owned = 5; and • A company (“bidder”) that is 51% or more black woman owned = 5; and • A bidder who is 51% & more black youth owned = 5	
Total	**100 points**

PART 5

VENDOR INFORMATION FORM

Annexure 1

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

Registered Name:		
Trading Name:		
Physical Address:		
Postal Address:		
Phone:	E-mail:	Fax:
City:	Province:	Postal Code:
Contact Person:	Phone:	Cellular:
BANK AND TAX DETAIL		
Name of Bank:		
Branch Name / Number:		
Bank Account Number:		
VAT Registration Number:		
Tax Clearance Certificate Number:		
Tax Clearance Certificate Approved Date:		
Tax Clearance Certificate Expiry Date:		
B-BBEE DETAIL – *(NOT APPLICABLE TO THIS TENDER – PLEASE IGNORE)*		
B-BBEE Certificate Number:		
B-BBEE Certificate Verification Date:	B-BBEE Certificate Expiry Date:	

Applicable Scorecard: (Tick Applicable Box)	Exempted Micro Enterprice (EME):		Qualifying Small Enterprise (QSE):		General/Large Supplier (GEN):	

B-BBEE Status Level:	Enterprise Development: Yes / No
B-BBEE Value Adding : Yes / No	% Black Ownership:
% Black Women Ownership:	% Black People with Disabilities:

Since when has the enterprise been in operation – Months / Years:
What is your company's annual turnover (previous financial year):

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

DOCUMENTATION REQUIRED	Attached
Certified Company Registration documents:	
Certified Copies of identity documents of shareholders (where applicable):	
Certified Shareholders' Certificates (where applicable):	
Cancelled Cheque / Stamped Bank Confirmation Letter not older than one year	
Latest Valid B-BBEE Certificate/ letter from auditor/accounting officer/verification agency/affidavit	
Latest Valid Clearance Certificate / SARS pin on official SARS documentation :	
Signed Joint Venture / consortium agreement (where applicable)	
CSD Registration Report	

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

Annexure 2 –
Central Supplier Database Registration Report

It is a compliance requirement that all bidders need to be registered on the Central Supplier Data base of the Department of National Treasury.

If a bidder is not registered, please access the website www.csd.gov.za and e-mail csd@treasury.gov.za should you require assistance. Bidders need to follow the self-registration process and submit the CSD Registration Summary with the tender document. This registration summary needs to indicate the successful verification of the following areas:

- Company registration
- Tax
- Banking details
- BBBEE

PART 6

DEVIATIONS FROM THE REQUEST FOR BID/PROPOSAL

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 specifically 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

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 prior to this bid briefing/site inspection carefully examined the bid document; 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 appertaining 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

PART 8

GENERAL CONDITIONS OF CONTRACT
and/or
SPECIAL 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 be familiar with regard to the rights and obligations of all parties involved in doing business with 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.

TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
25. Force Majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. National Industrial Participation Programme (NIPP)
34. Prohibition of restrictive practices

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 of the conditions of the contract or order.

1.9 “Delivery ex stock” means immediate delivery directly from stock on hand.

1.10 “Delivery into consignees 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 own initiative in the RSA at lower prices than that of the country of origin and which have 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 is 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 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 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. Standards

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 fulfilling 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 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 suppliers' 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 expense of the supplier.

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, and 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 and 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 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 a 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 imposing 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 against 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 anti-dumping 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 any 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 favourable 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 his delay in performance or other failure to perform his 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 his 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 to 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

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

This Standard Bidding Document (SBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study and familiarise themselves amongst other, with the General Conditions, Definitions, Directives applicable in respect of Local Production and Content as prescribed in the Preferential Procurement Regulations, 2011, National Treasury Circulars/Instructions for invitation and evaluation bids for certain designated sectors, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

1. General Conditions

1.1. Preferential Procurement Regulations, 2026 (Regulation 8) makes provision for the promotion of local production and content.

1.2. Regulation 8(1) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, meeting the stipulated minimum threshold for local production and content will be considered.

1.3. Where necessary, for bids referred to in paragraph 1.2 above, a two-stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.

1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.

1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

LC = [1 - x / y] * 100

Where
x is the imported content in Rand
y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as indicated in paragraph 4.1 below.

The SABS approved technical specification number SATS 1286:2011 is accessible on http:/www.thedti.gov.za/industrial development/ip.jsp at no cost.

1.6A bid may be disqualified if –

(a) this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation; and

(b) the bidder fails to declare that the Local Content Declaration Templates (Annex C, D and E) have been audited and certified as correct.

2. Definitions

2.1. **"bid"** includes written price quotations, advertised competitive bids or proposals;

2.2. **"bid price"** price offered by the bidder, excluding value added tax (VAT);

2.3. **"contract"** means the agreement that results from the acceptance of a bid by an organ of state;

2.4. **"designated sector"** means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;

2.5. **"duly signed"** in relation to a Declaration Certificate for Local Content means the said document has been signed by the Chief Financial Officer or other legally responsible person nominated in writing by the Chief Executive, or senior member / person with management responsibility (close corporation, partnership or individual).

2.6. **"imported content"** means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and which costs are inclusive of the costs abroad (this includes labour or intellectual property costs), plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other

similar tax or duty at the South African port of entry;

2.7. **"local content"** means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place;

2.8. **"stipulated minimum threshold"** means that portion of local production and content as determined by the Department of Trade and Industry; and

2.9. **"sub-contract"** means the primary contractor's assigning, leasing, making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.

3. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:

Description of services, works or goods	Stipulated minimum threshold
_____	_____%
_____	_____%
_____	_____%

4. Does any portion of the services, works or goods offered have any imported content? (***Tick applicable box***)

YES		NO	

4.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency at 12:00 on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on **www.reservebank.co.za**.

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

Currency	**Rates of exchange**
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

NB: Bidders must submit proof of the SARB rate (s) of exchange used.

5. Were the Local Content Declaration Templates (Annex C, D and E) audited and certified as correct?

(***Tick applicable box***)

YES		NO	

5.1. If yes, provide the following particulars:

(a) Full name of auditor: ……

(b) Practice number: ……..

(c) Telephone and cell number: ……

(d) Email address: ……..

(Documentary proof regarding the declaration will, when required, be submitted to the satisfaction of the Accounting Officer / Accounting Authority)

6. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for the dti to verify and in consultation with the AO/AA provide directives in this regard.

LOCAL CONTENT DECLARATION
(REFER TO ANNEX B OF SATS 1286:2011)

LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)

IN RESPECT OF BID NO. .....

ISSUED BY: (Procurement Authority / Name of Institution):
.....
NB

1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.

2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on http://www.thedti.gov.za/industrial development/ip.jsp. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, ……..... (full names), do hereby declare, in my capacity as …… ……..
of .....(name of bidder entity), the following:

(a) The facts contained herein are within my own personal knowledge.

(b) I have satisfied myself that:

(i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and

(ii) the declaration templates have been audited and certified to be correct.

(c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

Bid price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above.
The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.

(d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.

(e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 13 of the Preferential Procurement Regulations, 2011 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____ **DATE:** _____
WITNESS No. 1 _____ **DATE:** _____
WITNESS No. 2 _____ **DATE:** _____

PART 10

CONSENT TO PROCESSING OF PERSONAL INFORMATION

1. **USE OF PERSONAL INFORMATION**

1.1. The Bidder voluntarily submits this bid/document containing personal information, for the purposes of SAA' **RFP NO.: GSM 002/26**.

1.2. SAA hereby provides hereto information in respect of its processing of Bidder's personal information for the purposes of **RFP NO.: GSM 002/26** and the Bidder hereby provide 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 of 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. In terms of section 18 of POPI, if personal information is collected SAA, as responsible party, must take reasonably practical steps to ensure that the data subject is made aware of the information being collected.

1.5. In order to process **RFP NO.: GSM 002/26** 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' counterparts, relevant authorities and developmental incubators usually by electronic means in the form of an email or any other means. This personal information is necessary for purposes of processing **RFP NO.: GSM 002/26**, discharge of contractual and legislative obligations of SAA.

1.6. In accordance with POPI, SAA hereby provides the following information:

1.6.1	*Type of Information*	Company registration information (e.g. registration numbers, SARS or tax information, CSD, shareholder/director information)
1.6.2	*Category of information*	Personal information for furthering the objectives of

		the RFP NO.: GSM 002/26.
1.6.3	*Purpose*	Required for purposes of processing RFP NO.: GSM 002/26 and to discharge legislative obligations.
1.6.4	*Source*	Bidder (data subject) directly.
1.6.5	*SAA details (Responsible Party)*	Chief Information Officer or SAA website.
1.6.6	*Voluntary/Mandatory*	Bidder is required to provide the information voluntarily and understands that same is mandatory for purposes of processing RFP NO.: GSM 002/26 and to discharge legislative obligations.
1.6.7	*Legal Requirement*	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	*Contractual Requirement*	The information is required in terms of the Terms and Conditions of this RFP NO.: GSM 002/26 and as well as a potential business agreement with a successful Bidder.
1.6.9	*Consequences of failure to provide*	Failure to provide the information will result in a failure to process and achieve the objectives set out on this RFP NO.: GSM 002/26.
1.6.10	*Cross border transfer*	Where necessary, the information may be shared with SAA' counterparts in countries that subscribe to similar data protection laws. Where the information is shared with SAA' counterparts in countries that do not subscribe to similar data protection laws, SAA will enter into an agreement with its counterpart in terms whereof such counterpart will be liable to the protection of the Bidder's personal information.
1.6.11	*Recipients of personal information*	SAA' counterparts, relevant Government authorities/regulatory bodies and development incubators.
1.6.12	*Access and right to amend*	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 NO.: GSM 002/26 or potential business agreement with a successful

		Bidder.
1.6.13	*Right to object*	Bidder is entitled to object to the use of information. However, such objection may lead to the RFP NO.: GSM 002/26 and/or potential business agreement between it and SAA being terminated as the information is required for the processing of Bid or potential business agreement.
1.6.14	*Complaints*	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 NO.: GSM 002/26 and that without such information, SAA will not be able to process RFP NO.: GSM 002/26 and discharge legislative obligations;

2.2. Failure to provide the information will result in the objectives of the RFP NO.: GSM 002/26 not being achieved, with the Bidder being disqualified also for RFP NO.: GSM 002/26 and/or potential business agreement.

2.3. The Bidder acknowledges that it is aware thereof 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 NO.: GSM 002/26 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**