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**REQUEST FOR PROPOSAL (RFP): FOR THE  
PROVISION OF TRANSPORTATION SERVICES FOR  
CREW, GROUND STAFF, AND IRREGULAR  
OPERATIONS AT OR TAMBO INTERNATIONAL  
AIRPORT (JOHANNESBURG), KING SHAKA  
INTERNATIONAL AIRPORT (DURBAN), AND CAPE  
TOWN INTERNATIONAL AIRPORT FOR A PERIOD OF  
THIRTY-SIX (36) MONTHS**

**BID NO: RFP GS018/25**

	
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## 1. INVITATION TO BID

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

RFP NUMBER : **GS018/25**

**RFP DESCRIPTION : REQUEST FOR PROPOSAL FOR THE PROVISION OF TRANSPORTATION SERVICES FOR CREW, GROUND STAFF, AND IRREGULAR OPERATIONS AT OR TAMBO INTERNATIONAL AIRPORT (JOHANNESBURG), KING SHAKA INTERNATIONAL AIRPORT (DURBAN), AND CAPE TOWN INTERNATIONAL AIRPORT FOR A PERIOD OF THIRTY-SIX (36) MONTHS.**

<b>Issue Date</b>	30 September 2025
<b>Closing Date for RFP</b>	<b>20 October 2025</b>
<b>Closing Time</b>	12:00 (GMT+2)
<b>Closing Date for Questions</b>	10 October 2025
<b>Closing Time for Questions</b>	12:00 (GMT+2)
<b>Briefing session (Compulsory)</b>	<b>14 October 2025 at 12:00 pm</b>
<b>Address of the briefing session</b>	<a href="#">Join the meeting now</a> Meeting ID: 390 350 658 046 4 Passcode: kT3ke3B2
<b>Validity Period of Proposal Submission</b>	<b>180 days (from closing date of the RFP)</b>

# **PART 1**

## **INFORMATION SCHEDULE FOR GS018/25**

**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 :** Lionel le Roux  
  
South African Airways (SOC) Limited  
Global Supply Management

**E-MAIL :** [saatenders@flysaa.com](mailto:saatenders@flysaa.com)

**RE :** RFP GS018/25

**DATE :** 10 October 2025

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**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**

**GS018/25**

## 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 reasonable 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.
- 2.9 SAA reserves the right to request from the bidders, certified copies of documents during any stage of the procurement process or at the time of award as part of the due diligence process.

### **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 a “YES” and non-compliance by a “NO” If the contents of the paragraph only need to be noted, please mark it “NOTED”. 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 COPIES REQUIRED**

- 6.1 **It is a condition that the Bidder/s shall furnish an offer (Bid proposal) comprising of the original response document marked as such, plus 2 (two) duplicate copies marked as such.** The Bidder/s shall ensure that all the relevant information and documentation is submitted with the original as well as the copy. **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 both copies.**
- Bidders must also submit 2 (two) duplicate electronic copies of their Bid on USB Memory Stick.**
- 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 both copies.
- 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 by the **10 OCTOBER 2025**

Attention: **Lionel le Roux**

Email: [saatenders@flysaa.com](mailto:saatenders@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**

- 10.1 All Bids must be submitted in a sealed enveloped marked:

**Tender number: GS018/25**

**Tender for: REQUEST FOR PROPOSAL FOR THE PROVISION OF TRANSPORTATION SERVICES FOR CREW, GROUND STAFF, AND IRREGULAR OPERATIONS AT OR TAMBO INTERNATIONAL AIRPORT (JOHANNESBURG), KING SHAKA INTERNATIONAL AIRPORT (DURBAN), AND CAPE TOWN INTERNATIONAL AIRPORT FOR A PERIOD OF THIRTY-SIX (36) MONTHS.**

Closing Date / Time : **20 October 2025 @ 12:00 pm (GMT+2)**

Name & Address of the Bidder : .....

- 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 16H00, Monday to Friday, prior to the closing date and between 08H00 and 12H00 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 Unless specifically provided for in the bid documents, tenders submitted by means of telegraph, telex, fax or similar means will not be accepted.
- 10.6 All bids must be submitted in English.

- 10.7 Bids shall be published and available free of charge on 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 12:00 or any time thereafter. The bid box shall be locked at exactly 12:00** and bids arriving late will not be accepted under any circumstances. Bidders are therefore strongly advised to ensure that bids be dispatched 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 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 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,
  - 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.
  - 15.6.9. SAA retains the right to conduct due diligence, and should it be discovered that any of the directors have been charged or found to have been involved in criminal activities by the law enforcement authorities, Bidders may be disqualified or shall be disqualified.

## **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 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: Pre Bid Briefing / Site Inspection Certificate**

### **18.2.7 Part 7: General Conditions of Contract and / or Special Conditions of Contract**

### **18.2.8 Part 8: 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 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**

# **SCOPE OF WORK / SPECIFICATION FOR RFP GS018/25**

## **Scope of work/specifications**

<b>1) The relevant vehicles must:</b>
At least be of an adequate capacity to accommodate the number of relevant Crew and staff (baggage in a separate compartment and/or locked or sealed trailer) to ensure compliance with the communicable disease rules.
Have radio/telephone/ mobile connection to their base. (Central Head Office Base)
Have a trailer with a capacity of 3200mm x 1500mm x 1700mm
Have seat belts and air conditioning.
Must pass annual vehicles inspections. (Certificate of Roadworthiness)
The Bidder must have Passenger liability cover of ZAR 3 million comprehensive insurance cover OR the bidder should be able to provide a confirmation letter from the insurer indicating that they will be able to provide the passenger liability cover of ZAR 3 million within seven (7) days after the award.
<b><i>(Relevant documentation(s) must be provided with the proposal).</i></b>
Have tracking device systems: mandatory requirement.
<i>(Relevant documentation must be provided with the proposal. (The related tracking company confirmation must be provided).</i>
Have 3 vehicles in Gauteng and availability of a 60-seater bus for ad hoc passenger transport, and immediate access to replacement vehicles should any of the 13-seaters become unavailable.
Have 2 vehicles and 2 trailers at Cape Town International Airport for Crew Hotel transfers and availability of a 60-seater bus for ad hoc passenger transport,
Have 2 vehicles and 2 trailers in Durban International Airport for Crew Airport Transfers and availability of a 60-seater bus for ad hoc passenger transport,
Must have the necessary road permits and be road worthy. <i>(Relevant documentation(s) must be provided with the proposal)</i>
<b>2) Drivers:</b>
Must have driver's licenses and valid Public Driving Permit (PDP) verified by relevant department <i>(Relevant documentation(s) must be provided with the proposal)</i>
Must be contactable through central point of contact.
Must be randomly tested for alcohol and drug abuse.
Must be able to communicate in English.
Must be in their prescribed uniform, well behaved and disciplined.
<b>3) The Service Provider must:</b>
Have an operating license/permit <i>(Relevant documentation(s) must be provided with the proposal)</i>
Provide proof of fleet age – not more than (5) five years of age). <i>(Relevant documentation(s) must be provided with the proposal). E.g. Registration documents. Vehicles may not have travelled more than 90 000kms at the time of tender submission.</i>
Have a minimum of three (3) years' experience (from the closing date of the tender) in public transport services.
<b>4.) Contingency Plan:</b>
The service provider must provide clear contingency plans in the event of industrial action and/or irregular operations
The service provider must have at least two (2) vehicles to serve as replacements to accommodate any incidents that may occur.
<i>(Bidder must have access to replacement vehicles immediately (15 min to ensure the replacement vehicle is at the immobile via their maintenance plan and/or lease/rental company to ensure minimal downtime and safety risk)</i>
<b>5) Safety &amp; Security:</b>



All vehicles must have the necessary safety equipment such as (but not limited to) fire extinguishers and first aid kit provided at all times.
<b>6) Fleet Maintenance:</b>
All vehicles must be well maintained at all times.
The vehicles must be kept clean and tidy at all times.
Provide a full-service history for all vehicles to service SAA employees.
Annual vehicle state inspections whilst records must be available from Service provider upon request
Submit comprehensive standard operating procedures
<b>7) Shuttle Operations:</b>
Service to be operated 365 days per year.
Crew members on duty must always be given priority to the transportation services.
SAA to designate pick-up and drop off points.
Drivers to be at pick up location 10 minutes prior to pick-up time.
Service to be operated to accommodate all SAA flights as per schedule for Crew members and two (2) Airport staff shifts (start and finish) in Gauteng and airport transfers in Cape Town and Durban.
Rates are determined per trip and per kilometre, based on the applicable schedule and shift.
Additional trips to be negotiated with ad hoc rates.

## **PART 3 - EVALUATION CRITERIA**

**Evaluation criteria – Note that these evaluation criteria confirmed as final after various discussions between the stakeholders.**

The criteria and weights are as follows:

### **Phase 1 - Critical Evaluation Criteria**

Phase 1- Critical Criteria		
No.	DESCRIPTION	BIDDER TO INDICATE COMPLIANCE (YES/NO)
1	<p><b>Operating Licenses:</b> The bidder, who is in the business of transporting passengers, must submit their valid public operating licenses in terms of the National Land Traffic Act, 5 of 2009, Section 50, 54 &amp; 62.</p> <p>Please note that operating licenses are granted per vehicle, therefore the bidder needs to provide operating licenses for all the proposed vehicles to be used to provide the services needed.</p>	
2	<p><b>Vehicle(s) Licensing Registration(s):</b> The bidder must provide valid proof of vehicle(s) licensing registration(s). (Copies of vehicle(s) licensing</p>	

	registrations must be provided with the proposal).	
3	<p><b>Professional Driving Permit of the drivers: The bidder must provide Professional Driving Permit(s) (PrDP) of their driver(s).</b></p> <p>Each vehicle driver must have a valid PrDP. (Eligible copies of Professional Driving Permit of each driver must be provided with the proposal).</p>	
4	<p><b>Passenger Insurance cover: The bidder must provide proof of insurance cover of R5 million in respect of injury or death of passengers and third parties OR the bidder should be able to provide a confirmation letter from the insurer indicating that they will be able to provide the passenger liability cover of R5 million within seven (7) days after the award.</b></p>	
5	<p><b>Baggage Insurance cover: The bidder must make an undertaking to have Baggage / Goods Insurance whilst in transit. A cover of R5,000.00 per passenger to cater for any losses/damages.</b></p> <p>(A duly completed and signed undertaking form attached as Annexure A OR proof of cover must be provided with the proposal).</p>	
6	<p><b>Minimum Number of Vehicles: Bidders must provide the stipulated minimum number of three (3) passenger vehicles and an equal number of trailers (7 trailers) for Gauteng and 2 passenger vehicles each for Cape Town and Durban, with adequate capacity for maximum 13 crew member complement, not older than 5 years.</b></p>	

**All bidders who fail to submit all the above mandatory returnable documents will be disqualified from further evaluation.**

## **Phase 2 – Functional Criteria**

<b>Phase 2: Functional Evaluation Criteria</b>	
<p><u>Vehicle specification:</u></p> <ul style="list-style-type: none"> <li><u>Capacity:</u> The passenger vehicle should have adequate capacity to accommodate the number of relevant crew members (maximum crew complement of 13 crew members at a time) and/or other staff (baggage to be stored in a separate compartment and/or locked or sealed trailer).</li> <li><u>Trailer:</u> Each passenger vehicle should be paired with a trailer with dimensions of at least 3200mm x 1500mm x 1700mm.</li> <li><u>Communication:</u> Each passenger vehicle should have a radio/telephone/</li> </ul>	40%

<p>mobile connection to their base. (Central head office base)</p> <ul style="list-style-type: none"> <li>• <b>Safety:</b> Each vehicle should have ABS brakes, seat belts for all seats, and air conditioning.</li> <li>• <b>Roadworthy:</b> Each vehicle must be in roadworthy condition and pass all annual assessments.</li> <li>• <b>Tracking:</b> Each vehicle should be fitted with a tracking device and proof is needed. (Relevant documentation must be provided with the proposal. (the related tracking company confirmation must be provided).</li> <li>• <b>Fleet size:</b> The bidder should have at least three (3) vehicles available for service plus access to a 60-seater bus for ad hoc passenger transport in the event of irregular operations, and immediate access to replacement vehicles, with adequate seats, should any of the passenger vehicles be unavailable.</li> </ul> <p>➤ Offered vehicles satisfy all 7 requirements = 40%</p> <p>➤ Offered vehicles satisfy less than 7 requirements or do not have the capacity needed, Roadworthy or Fleet complement = 0</p>	
<p><b>Demonstrable Experience:</b> The Bidder must have demonstrable experience in the provision of large-scale, time-sensitive transportation services, preferably within the aviation industry or other comparable regulated sectors (e.g., rail, logistics, or ground handling). Details of three (3) recent transportation contracts the, bidder has handled in the last five (5) years (<b><i>from the closing date of the RFP</i></b>) must be provided. The information provided must be supported by <b><u>testimonial letters</u></b> on the client's letterhead testifying to satisfactory service delivery on the contracts cited. Note that these references will be contacted. <b><i>Testimonial letter(s) that entails all the elements listed above shall be allocated full points</i></b></p> <p>Provision of three (3) reference letters = 40.00 %  Provision of two (2) reference letters = 26.67 %  Provision of one (1) reference letters = 13.00 %  No reference letters provided = 0.00 %</p>	40%
<p><b>Contingency Plan:</b> The bidder must propose a contingency plan to ensure continuity of service delivery in case of vehicle breakdown and industrial action actions. Bidder is scored on the ability to ensure minimal or no impact to SAA operations</p> <ul style="list-style-type: none"> <li>• A comprehensive plan to ensure business continuity in case of vehicle breakdown (<b>10 points</b>).</li> <li>• A comprehensive plan to ensure business continuity in case of industrial action by drivers (<b>10 points</b>).</li> </ul> <p><b>Note: 20% will be allocated to a contingency plan that adequately addresses both scenarios.</b></p> <p><b>The above plans should cover the following to score maximum points:</b></p> <p><b>Vehicle Breakdown Recovery Plan (<u>2 points per subject below</u>)</b></p> <ol style="list-style-type: none"> <li>1. Preventive Measures</li> <li>2. Immediate Response Protocol)</li> <li>3. Communication Flow</li> <li>4. Recovery &amp; Follow-up</li> <li>5. Time period to recovery (15 min)</li> </ol>	20%

<b>Driver Strike Recovery Plan (2 points per subject below)</b> 1. Risk Assessment and Early Detection 2. Industrial action Contingency Strategy 3. Legal & Compliance Readiness 4. Communication Management 5. Post-Industrial Recovery  <b>Please refer to Annexure A for further details on each aspect.</b>	
<b>TOTAL</b>	<b>100%</b>
<b>Threshold</b> - established out of 100% assigned to Functionality Requirements. To progress to the next evaluation stage the Bidder must score at least <b>70%</b> on Functionality.	

**Threshold:** The minimum requirement for the Technical Functionality Evaluation is 70%. All bidders that do not meet the minimum technical threshold of 70% will be excluded from further evaluation based on Price and Specific Goals.

### **Phase 3 – Pricing and Specific Goals assessment**

All bid submissions that meet the Administrative, Substantive (Mandatory), and technical requirements (**minimum threshold of 70%**) will undergo further evaluation based on Price and Specific Goals.

***Note: SAA reserves the right to conduct a verification site visit to any bidder's operating premises with whom SAA is negotiating.***

## **CONTRACTUAL OBLIGATIONS**

- **Security Checks:** Bidder must agree to security check that will be done on all staff members associated on the SAA Group Contract. Bidder must confirm acceptance for the security check. **Please confirm acceptance of the security checks needed in a formal letter from the company.**
- **TCS:** The bidder must submit a valid Tax Clearance Status pin or CSD number/report for verification of their tax compliance status.
- **Payment Term:** The Bidder supply goods based on SAA's standard payment term of 30 days after receipt of statement. An SME may be considered, on request and by a case-by-case assessment, for approval of a variation of the standard payment term.
- **NB:** Contractual requirements are not evaluation criteria. They are required to be met and assessed after the evaluation and ranking of the tenders. Proof that the highest ranked tenderer can meet the contractual requirements must be submitted prior to the contract award.

- **Failure to meet “Contractual Requirements “by the stipulated deadlines; may result in the tenderer being regarded as nonresponsive and ineligible for contract award.**

## **PART 5**

# **VENDOR INFORMATION FORM FOR RFP GS018/25**

**Annexure 1**

Vendor Account Number:	Company Code(s):
<b>VENDOR INFORMATION</b>	

Registered Name:		
Trading Name:		
Physical Address:		
Postal Address:		
Phone:	E-mail:	Fax:
City:	Province:	Postal Code:
Contact Person:	Phone:	Cellular:

<b>BANK AND TAX DETAIL</b>
----------------------------

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>B-BBEE DETAIL</b>
----------------------

B-BBEE Certificate Number:					
B-BBEE Certificate Verification Date:			B-BBEE Certificate Expiry Date:		
Applicable Scorecard: (Tick Applicable Box)	Exempted Micro Enterprise (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):

<b>Duly Authorised to sign for and behalf of the Enterprise / Organisation:</b>
---

<b>Name:</b>	<b>Phone:</b>	<b>Date:</b>
Signature of applicant:		
Designation / Capacity:		

DOCUMENTATION REQUIRED	Attached
Company Registration documents (CIPC):	
Copies of identity documents of shareholders:	
Shareholders' Certificates (where applicable):	
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.

**Note: Bidders must submit names of the owners, beneficiaries and trustees as registered with CIPC (Refer to the table above).**



## **Annexure 2**

### **Central Supplier Data base Registration Report**

It is a compliance requirement that all bidders needs 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](http://www.csd.gov.za) and e-mail [csd@treasury.gov.za](mailto: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**

# **PRE-BID BRIEFING / SITE INSPECTION (if applicable) FOR RFP GS018/25**

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 7**

# **GENERAL CONDITIONS OF CONTRACT and/or SPECIAL CONDITIONS OF CONTRACT FOR RFP GS018/25**

# 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 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.

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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 of 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 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 market 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 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 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](http://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 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 analysed 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, 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 fulfilment 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 rendered 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 contracts 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 the supplier.

## **28. Limitation of liability**

- 28.1 Except in cases of criminal negligence or wilful 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.



Thus accepted and signed by the parties as follows:

	<b>SOUTH AFRICAN AIRWAYS</b>
Name:	Name:
Surname:	Surname:
Capacity	Capacity
Signature:	Signature:
Date:	Date:

## **PART 8**

# **CONSENT TO PROCESSING OF PERSONAL INFORMATION**

**FOR**

**RFP GS018/25**

## 1. USE OF PERSONAL INFORMATION

- 1.1. The Bidder voluntarily submits this bid/document containing personal information, for the purposes of SAA' GS018/25
- 1.2. SAA hereby provides hereto information in respect of its processing of Bidder's personal information for the purposes of GS018/25 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 GS018/25 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 GS018/25 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 GS018/25
1.6.3	<i>Purpose</i>	Required for purposes of processing GS018/25 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 same is mandatory for purposes of processing GS018/25 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 GS018/25 and 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 on this GS018/25
1.6.10	<i>Cross border transfer</i>	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	<i>Recipients of personal information</i>	SAA' 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 GS018/25 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 objection may lead to the GS018/25 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	<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 GS018/25 and that without such information, SAA will not be able to process GS018/25 and discharge legislative obligations;
- 2.2. Failure to provide the information will result in the objectives of the GS018/25 not being achieved, with the Bidder being disqualified also for GS018/25 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 GS018/25 and potential business agreement will terminate immediately on cancellation;
  - 2.3.3. lodge a complaint to the Information Regulator.

## 1. SIGNATORIES

.....  
**Signature**

.....  
**Date**

.....  
**Position**

.....  
**Name of Bidder**

## BIDDER CHECKLIST FOR GS018/25

No	Title	Completed (Yes/No)
1	SAA Tender Document	
2	SAA SBD1 : Invitation to Tender	
3	SAA SBD : Pricing Schedule	
4	SAA SBD 4: Declaration of Interest	
5	SAA SBD 6.1: Preference Points	
6	SAA General Conditions of Contract (part of RFP document) refer to PART 7	

<i>Signature of Bidder:</i>	<i>Capacity:</i>	<i>Date:</i>
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**SBD 1**PART A  
INVITATION TO BID

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (SOUTH AFRICAN AIRWAYS SOC)</b>					
BID NUMBER:		CLOSING DATE:		CLOSING TIME:	
DESCRIPTION					
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON			CONTACT PERSON		
TELEPHONE NUMBER			TELEPHONE NUMBER		
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS			E-MAIL ADDRESS		
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
<b>ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		<b>RE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?</b>		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?					

☐ YES ☐ NO

DOES THE ENTITY HAVE A BRANCH IN THE RSA?

☐ YES ☐ NO

DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?

☐ YES ☐ NO

DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?

☐ YES ☐ NO

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?

☐ YES ☐ NO

**IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.**



PART B  
TERMS AND CONDITIONS FOR BIDDING

**1. BID SUBMISSION:**

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

**2. TAX COMPLIANCE REQUIREMENTS**

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 **BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.**
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

**NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.**

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

.....

(Proof of authority must be submitted e.g. company resolution)

DATE:

.....

**PRICING SCHEDULE – BIDDER PRICES  
(SERVICES)**

Name of bidder.....	Bid
number.....	
Closing Time 12:00	Closing
date.....	

OFFER TO BE VALID FOR **180** DAYS FROM THE CLOSING DATE OF BID.

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**PRICING:**

The bidder must provide pricing according to the table below for the SAA crew and other staff transportation, based on a per-kilometre rate and a fixed return trip rate. These rates will apply for the duration of the contract, covering seven days a week with the required daily operating hours, taking into account the yearly **including all costs escalations**. SAA reserves the right to choose the most cost-effective pricing option. Passenger vehicles will park at the Airways Park (AWP) holding/staging area on Jones Road and make return trips from there to the bus pickup area at OR Tambo International Airport (ORTIA), Durban Airport and Cape Town Airport.

**Note to the bidders:** Based on the complexity of SAA's operations and business plans, the number of expected trips may fluctuate significantly. This could, in turn, affect the projected budgeted costs in future. For instance, the re-opening of the Airside entrance for crew and pilots by the third-party may reduce the scope of this contract, thereby decreasing the airline's operational expenditure. The projections for the number of expected trips below does not factor into account the expected aircraft that might be brought into operation and the impact of the re-opening of the airside entrance for the crew and pilots to the ORTIA.

Conversely, the introduction of new aircrafts and the expansion of international or domestic routes may increase the demand for services, leading to an expanded contract scope. Bidders must note that this will be a rate-based contract and that SAA reserves the right to appoint a bidder based on the location.

**Note to Bidders:**

The number of trips reflected in the pricing schedule may vary on a month-to-month basis. **Bidders are advised that the figures provided will be utilised solely for tender evaluation purposes.** The actual number of trips awarded during the contract period may differ from the evaluation figures. **Bidders are required to complete the Pricing schedule using both Price per Km and Fixed return trip rate for the services.**

**Table 1.**

<b>PRICING FOR LANDSIDE TRANSPORTATION SERVICES BETWEEN AWP AND ORTIA, DURBAN AND CAPE TOWN INTERNATIONAL AIRPORTS</b>						
<b>No.</b>	<b>Price Basis</b>	<b>Return trips per month</b>	<b>Price per Km Incl. all operating expenses (per Km)</b>	<b>The total cost based on the Price per KM – (E.g. 4000 * 1.3 km * Rate per Km)</b>	<b>Fixed return trip rate</b>	<b>Total Return trips cost (Rate per return trip * 4000 trips).</b>
1	Landside Transportation between AWP and ORTIA (1.3 Km- Kilometres)	<b>4000</b>				
2	Cape Town Transfers (3 Energy Lane, Century City, Cape Town, 7446, to and from Cape Town International Airport. (18.2 Km - Kilometres)	<b>135</b>				
3	Durban Transfers (2 Ncondo Place, Corner Ncondo Place and Ntusi Road, Off Umhlanga Rocks Drive, Durban, 4320 to and from Durban International Airport (18.1 Km – Kilometres)	<b>25</b>				
<b>Total excl. VAT</b>						
<b>15% Vat</b>						

<b>Total incl. VAT</b>			
------------------------	--	--	--

**Table 2: Total**

<b>Please Provide the price for three (3) years with escalations included</b>		
<b>No.</b>	<b>Category</b>	<b>Rands (Including VAT @ 15%)</b>
1.	Year 1	R
2.	Year 2 (Please include % _____ )	R
3.	Year 3 (Please include % _____ )	R
<b>Total bid price for three (3) years</b>		<b>R</b>

**BIDDER'S DISCLOSURE****1. PURPOSE OF THE FORM**

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

**2. Bidder's declaration**

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> in the enterprise, employed by the state? **YES/NO**

- 2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State institution

2.2

Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

- 2.2.1 If so, furnish particulars:

.....  
 .....

- 2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? **YES/NO**

- 2.3.1 If so, furnish particulars:

.....  
 .....

**3 DECLARATION**

I, \_\_\_\_\_ the \_\_\_\_\_ undersigned,  
 (name)..... in submitting the  
 accompanying bid, do hereby make the following statements that I certify to be true  
 and complete in every respect:

- 3.1 I have read and I understand the contents of this disclosure;

<sup>1</sup> the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF

PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING

ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO

BE FALSE.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of bidder

<sup>2</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

## PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

**NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022**

### 1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 **To be completed by the organ of state**

a) The applicable preference point system for this tender is the 80/20 preference point system.

b) The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- (a) Price; and
- (b) Specific Goals.

1.4 **To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

	POINTS
<b>PRICE</b>	20
<b>SPECIFIC GOALS</b>	80
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

## 2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

## 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1. POINTS AWARDED FOR PRICE

#### 3.1.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

A maximum of 80 or 90 points is allocated for price on the following basis:

**80/20**

**or**

**90/10**

$$Ps = 80 \left( 1 - \frac{Pt - P_{min}}{P_{min}} \right) \quad \text{or} \quad Ps = 90 \left( 1 - \frac{Pt - P_{min}}{P_{min}} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

### 3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

#### 3.2.1. POINTS AWARDED FOR PRICE

A maximum of 80 or 90 points is allocated for price on the following basis:

**80/20**

**or**

**90/10**

$$Ps = 80 \left( 1 + \frac{Pt - P_{max}}{P_{max}} \right) \quad \text{or} \quad Ps = 90 \left( 1 + \frac{Pt - P_{max}}{P_{max}} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender



#### 4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
  - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,
- then the organ of state must indicate the points allocated for specific goals for 80/20 preference point system.

**Table 1: Specific goals for the tender and points claimed are indicated per the table below.**

#### **Stage 2 – Specific Goals (20/10 Points)**

##### **Specific Goal Points allocation**

A maximum of 20 points or 10 points may be allocated to a bidder for attaining their Specific Goals in accordance with the table below:

##### **SPECIFIC GOALS**

Bidders are hereby advised that South African Airways SOC Ltd (SAA) reserves the right to apply the following evaluation criteria in line with the requirements of the Preferential Procurement Policy Framework Act (PPPFA) and the National Treasury Regulations:

- 80/20 Preference Point System – applicable to tenders with a value below R50,000,000 (fifty million rand).
- 90/10 Preference Point System – applicable to tenders with a value above R50,000,000 (fifty million rand).
- The applicable Preference Point System will be determined based on the bid prices submitted for this RFP, which must be inclusive of Value-Added Tax (VAT) at 15%.

Selected Specific Goal	Number of points allocated (20 Points)	Number of points allocated (Up to a maximum of 20 Points) by Bidder with Pricing below R 50 Million Threshold	Number of points allocated (10 Points)	Number of points allocated (Up to a maximum of 10 Points) by Bidder with Pricing above R 50 Million Threshold
Black Woman-Owned – 30% Black Woman-Owned	5		2.50	
B-BBEE Level 1 and 2	10		5	
(Non-Compliant and/or B-BBEE Level 3-8 contributors = 0)				
EMEs and QSEs that are 51% or more, black owned	5		2.50	
<b>Total Points for Specific Goals</b>	<b>20</b>		<b>10</b>	

- 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 guideline
EME or QSE that are 51% Black Owned	B-BBEE Certificate / Sworn-Affidavit / CIPC Certificate
Black Woman-Owned – 30% Black Woman-Owned	CSD ( Central Supplier Database) reports.

***Note: SAA reserves the right to conduct a verification site visit to any bidder's operating premises with whom SAA is negotiating.***

#### **DECLARATION WITH REGARD TO COMPANY/FIRM**

- 4.3. Name of company/firm.....
- 4.4. Company registration number: .....
- 4.5. TYPE OF COMPANY/ FIRM
- ☐ Partnership/Joint Venture / Consortium
  - ☐ One-person business/sole propriety
  - ☐ Close corporation
  - ☐ Public Company
  - ☐ Personal Liability Company

- ☐ (Pty) Limited
  - ☐ Non-Profit Company
  - ☐ State Owned Company
- [TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
  - (a) disqualify the person from the tendering process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
  - (e) forward the matter for criminal prosecution, if deemed necessary

..... <b>SIGNATURE(S) OF TENDERER(S)</b>	
<b>SURNAME AND NAME:</b>	.....
<b>DATE:</b>	.....
<b>ADDRESS:</b>	.....
	.....
	.....
	.....

