REQUEST FOR BID/PROPOSAL FOR AUDIT ASSURANCE, ADVISORY, AND RELATED SERVICES TO THE SOUTH AFRICAN AIRWAYS (SAA) GROUP FOR A PERIOD OF (3) THREE YEARS

For

BID NO: RFP GSM026/2026

SOUTH AFRICAN AIRWAYS (SOC) LIMITED

REGISTRATION NO:

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

1. INVITATION TO BID

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

RFP NUMBER: **RFP GSM026/2026**

RFP DESCRIPTION: **Request for Bid/Proposal for audit assurance, advisory, and related services to the South African airways (SAA) group for a period of (3) three years**

Issue Date	**26 October 2026**
Closing Date for Questions	**06 November 2026 @ 16h00LT (GMT +2 hrs)**
Closing Date of RFP	**23 November 2026**
Closing Time	**11h00LT (GMT +2 hrs)**
Validity Period of Proposal Submission	**180 days**

2. PROPRIETARY INFORMATION

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

3. GROUNDS FOR DISQUALIFICATION.

All communication and attempts to obtain information of any kind with regards to this bid should be channeled to Tracy Velbroek and Onkarabetse Leburu, E-mail: TracyVelbroek@flysaa.com and Onkarabetseleburu@flysaa.com

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

BIDDER CHECKLIST FOR RFP GSM026/2026

No	Title	Completed (Yes/No)
1	SAA Tender Document	
2	SAA SBD1: Invitation to Tender	
3	SAA SBD 4: Declaration of Interest	
4	SAA SBD 6.1: Preference Points	
5	SAA General Conditions of Contract	

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

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PART 1

INFORMATION SCHEDULE

FOR

RFP GSM026/2026

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

TO : **Tracy Velbroek**
South African Airways (SOC) Limited
Global Supply Management

E-MAIL : **TracyVelbroek@flysaa.com and**
OnkarabetseLeburu@flysaa.com

RE : **RFP GSM026/2026**

DATE : _____

NAME OF BIDDER : _____

ENTITY NAME : _____

CONTACT PERSON : _____

TEL NUMBER : _____

FACSIMILE NUMBER : _____

CELLULAR NUMBER : _____

E-MAIL ADDRESS : _____

PART 2

BID CONDITIONS AND INSTRUCTIONS TO BIDDERS

FOR

RFP GSM026/2026

1.0 INTRODUCTION

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

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

All our business relations are guided by these values and business 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 negotiations, which may or may not result in a Contract.

2.2 SAA reserves the right to undertake physical evaluations on shortlisted Bidder/s.

2.3 SAA will from time to time and during the contract with Bidder conduct market analysis of technology changes and prices for services and products to ensure that it is charged reasonably and technology is up to date.

2.4 The Bidder agrees that during the contract period prices based on the impact of volumes, productivity improvements and risk sharing may be negotiated.

2.5 The Agreement will be a non-exclusive Agreement and SAA reserves the right to purchase at its discretion service from any other service provider. SAA does not warrant that it will use any minimum quantity of the service from the successful Bidder/s.

2.6 During evaluation of the bids, additional information may be requested in writing from bidders. Replies to such request must be submitted, within 5 (five) working days or as otherwise indicated. Failure to comply may lead to your bid being disqualified.

2.7 A bid or the award of a Contract may at any stage be suspended or set-aside for certain reasons which may include amongst other, non-compliance with internal approved procedures or law.

2.8 In the event of suspension or set-aside in 2.7, the Bidder accepts that it shall have no claim of whatsoever nature against SAA.

3.0 INTELLECTUAL PROPERTY, INVENTIONS AND COPYRIGHT

3.1 The specification is the intellectual property of SAA.

3.2 Copyright of all documentation relating to this assignment belongs to SAA. The successful bidders may not disclose any information, documentation or products to other clients without the written approval of the accounting authority or the delegate.

3.3 All the intellectual property rights arising from the execution of this Agreement shall vest in SAA and the Bidder undertakes to honor 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 programmers (source code and object code), programming aids and tools, documentation, reports, data, designs, concepts, know-how and other information whether capable of being copyrighted or not (“IP”) which IP SAA shall be entitled to freely cede and assign to parties nominated by SAA.

3.6 This clause 3.0 shall survive termination of this Agreement.

4.0 GUIDELINE ON COMPLETION OF SUBMISSION

4.1 Bidders must indicate compliance or non-compliance on a paragraph-by-paragraph basis. Indicate compliance with the relevant bid requirements by marking the YES box and non-compliance by marking the NO box. If the contents of the paragraph only need to be noted, please mark the NOTED box. The bidder must clearly state if a deviation from these requirements is offered and the reason, therefore.

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

6.2 Non-compliance with 6.1 above may invalidate the Bidder's RFP response.

6.3 SAA shall not be liable should it become evident that a Bidder/s offer/s is/are not accepted and the reason for such non-acceptance is as a result of the Bidder/s failure to include the information.

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

7.0 SPECIFIC INFORMATION REQUIRED

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

8.0 ENQUIRIES

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

Attention: Tracy Velbroek
Email: TracyVelbroek@flysaa.com

9.0 QUESTIONS AND CLARIFICATIONS

9.1 Enquiries should reference the specific Bid number, section, document and paragraph number, where appropriate.

9.2 The questions and clarifications must be emailed to the details in 8.0 above.

9.3 If appropriate, the clarifying information will be made available to all bidders by e-mail only.

9.4 The closing date for questions is as mentioned in the Cover Sheet.

10.0 INSTRUCTIONS FOR THE SUBMISSION OF A BID

Bids are required to be submitted electronically to Tenders@flysaa.com -The maximum size of documents that can be sent via the email box at once is 2MB. If your files exceed this size, please send them in parts or provide a downloadable link. Note that South African Airways will not be responsible for links that are corrupt and cannot be opened.

Tender number	: *RFP GSM026/2026*
Tender for	: AUDIT ASSURANCE, ADVISORY, AND RELATED SERVICES TO THE SOUTH AFRICAN AIRWAYS (SAA) GROUP FOR A PERIOD OF (3) THREE YEARS
Closing Date / Time	: 23 November 2026 ***@ 11h00am (GMT+2)***

LATE BID SUBMISSIONS

10.1 All bids must be submitted in English

10.2 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.

10.3 Bids shall be published and available free of charge on the National Treasury e-Tender Portal, accessible at **http://www.etenders.gov.za/content/advertised-tender and https://www.flysaa.com/about-us/leading-carrier/saa-tenders**

10.4 Late submissions of Bids will **NOT** be considered for evaluation.

10.5 A submission will be considered late if it arrives one second after 16:00LT or any time thereafter. Bidders are therefore strongly advised to ensure that bids be e-mailed allowing enough time for any unforeseen events that may delay the delivery of the bid.

11 PAYMENTS

11.1 Subject to 16.0 below, final payment terms will be negotiated with the successful bidder before awarding the bid.

11.2 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.

11.3 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.

11.4 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).

11.5 The successful Bidder shall be responsible for accounting to the appropriate authorities for its Income Tax, VAT or other money required to be paid in terms of applicable law.

12 WARRANTS

12.1 The Bidder warrants that it is able to conclude and deliver on this Agreement to the satisfaction of SAA.

12.2 Although the Bidder will be entitled to provide products or services to people other than SAA, the Bidder shall not, without the prior written consent of SAA, be involved in any manner whatsoever, directly or indirectly, in any business or venture which competes or conflicts with the obligations of the Bidder to provide the products or services.

13 RETENTION

13.1 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.

13.2 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.

14 SELECTION

14.1 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.

14.2 Should SAA consider it necessary, the Bidder/s shall agree to an inspection of the resources and works of the Bidder.

14.3 SAA may request documentary proof of any information supplied by the Bidder/s. Failure to comply with request will lead to disqualification.

14.4 Should SAA consider it necessary, SAA will visit Bidder's customer sites.

14.5 SAA reserves the right:

15.6.1 to cancel this Bid or any part thereof at any time;
15.6.2 not to accept any Bids;

15.6.4 to accept one or more Bids for further negotiation
15.6.5 to contact any Bidder/s during the evaluation period, to clarify information only, without informing any other Bidder/s.

15.6.6 to either appoint one or more Bidder/s on a national basis, or award the contract on a regional basis to one or more Bidder/s.

15.6.7 to cancel the award and where applicable also terminate any contract entered into with the Bidder, if one or more of its routes are closed for whatever reasons.

15.6.8 in the event of cancellation and termination in 15.6.7 above, the Bidder accepts that it shall have no claim of whatsoever nature against SAA.

15 NEGOTIATIONS

15.1 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.

15.2 SAA shall not be obliged to accept the lowest priced bid, quotation, offer or proposal.

15.3 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.

15.4 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.

16 BID PRESENTATIONS

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

17 FORMAT OF BIDS

17.1 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 documentation will result in rejection of the offer.

17.2 The following documentation forms part of the Bid and must where applicable and specified hereto, be duly completed & returned in the Bidders response to this RFB.

18.2.1 Part 1: Information Schedule

Bidders must complete and submit the Information Schedule.

18.2.2 Part 2: Bid Conditions and Instructions to Bidders

18.2.3 Part 3: Scope of work and specification

18.2.4 Part 4: Evaluation Criteria

18.2.5 Part 5: Vendor Information and CSD Registration details

18.2.6 Part 6: Deviations from Request for Bid/ Proposal

18.2.7 Part 7: Pre Bid Briefing / Site Inspection Certificate

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

18.2.9 Part 9: Declaration Certificate for Local Production and Content

18.2.10 Part 10 Bidders' Consent to Processing of Personal Information

The Constitution of the Republic of South Africa provides that everyone has the right to privacy and the Protection of Personal Information Act 4 of 2013

("POPI") includes the right to protection against unlawful collection, retention, dissemination and use of personal information.

In terms of section 18 of POPI, if personal information is collected SAA, as 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 GSM026/2026

1. BACKGROUND TO PROJECT:

As a state-owned entity, South African Airways SOC Limited ("SAA") is required to comply with the provisions of the Public Finance Management Act 1 Of 1999 ("PFMA") and National Treasury Regulations.

Section 76 of the PFMA and Regulation 27.2.2 and 27.2.4 state:

- *All public entities to which these regulations apply must have an internal audit function*
- *The internal audit function may, in accordance with preferred tendering procedures, be contracted out to an external institution with specialist audit expertise, provided that the external auditors may not perform the internal audit function.*

To this end, SAA has an Internal Audit function which is operationalized by a hybrid resourcing approach, making use of internal teams supported by the skills and capacity of external professional services firms, in compliance with the above requirements.

SAA seeks to appoint a Bidder(s) to partner with its Internal Audit function to effectively execute on the Internal Audit mandate and approved audit plan, by providing effective and efficient **Internal Audit Assurance, Advisory and related services.** *Note: SAA reserves the right to appoint one or more than one bidder to ensure the efficient delivery of the required services and optimal execution of the approved audit plan.*

Approval levels to commence this procurement event

- Oversight over matters of internal audit is governed via the Board sub-committee i.e. the Audit and Risk Committee (ARC).
- This committee has approved the internal audit strategy, which includes the procurement process for new Internal Audit service providers.
- The Board has also noted the ARC approved strategy, which includes this procurement event.

The implementation of this strategy, which includes this procurement event, becomes operational internal audit activities, as such this procurement request is operational <u>and not</u> strategic in nature.

2. OVERALL OBJECTIVE

The chosen Business Process Outsourcing (BPO) partner will be responsible for handling the service for Reservations, Voyager, Trade Support, multiple back-office functions, SAA Cargo Reservations, SAA Airline Commercial Partners, Codeshare partners, Star Alliance partners, and Trade inbound and outbound Calls. This integration aims to streamline operations, enhance efficiency, and reduce costs in all related functions. The provider will also ensure high-quality service, compliance with regulatory standards, and alignment with the airline's brand values and policies.

3. CONTRACT PERIOD

The duration of the contract will last for a period of three (3) years.

4. SCOPE OF THE WORK

Provide capacity and capability to fulfil the Internal Audit mandate as approved by the Audit and Risk Committee in the Internal Audit Charter, in accordance with Internal Audit best practice frameworks and legislative requirements, including the Institute of Internal Auditors (IIA) Standards and other best practice and regulatory requirements.

Focus Areas

The IIA standards and the PFMA require the Chief Audit Executive (CAE) to develop a rolling three-year risk-based internal audit plan, aligned to the organisation's strategy and key areas of risk

Below are some focus areas and engagement types that form part of the Internal Audit plan. These should however not be viewed as an exhaustive list, reflective of the full complexity of the organisation and the associated assurance requirements.

Focus Area	Review Type
Financial Process	• Internal Financial Controls Reviews • Financial Statement Reviews • Treasury Management Reviews
Operations	• Operations Performance Audit Reviews • Asset Lifecycle Management Reviews • Operational Readiness Reviews • Facilities Management Reviews
Information Technology	• Application Controls Reviews • Cyber security Reviews • Information Technology General Controls Reviews • Data Analytics, Continuous Auditing & Control Monitoring • Programme Risk Assurance Reviews
Capital Projects	• Business Case Assurance Reviews • Capital Governance and Portfolio Management Reviews • Project Reviews • Interim Reviews • Post Implementation Reviews • Readiness Assessment Reviews
Safety, Security and Quality	• Security Operations Reviews • Safety Management Reviews
Procurement & Supply Chain Management	• High Value High Risk Procurement Transaction Reviews (real time assurance) at each key milestone including procurement planning, bid acquisition, bid evaluation and award • Supply Chain Management Reviews, including focus areas such as Demand Management, Contract Management, Supplier Development
Governance & Compliance	• Compliance Reviews • Governance Reviews • PFMA completeness Reviews • Audit of Performance Objectives Reviews • Entity Level Controls Reviews • Follow up Audits

Engagement Specific Requirements

- Manage the end-to-end audit process (including engagement planning, fieldwork, reporting and monitoring) to deliver on engagements, within the requirements of the approved methodology and in line with the defined Service Level Agreement (SLA).
- Provide suitably trained internal audit staff and subject matter experts as and when required to support the delivery of allocated audit engagements and in support of the requirements of the Internal Audit function.
- Deploy technologies and tools to enable increased risk and assurance coverage to support efficient Internal Audit operations and enhanced assurance and advisory outcomes, insight and foresight.
- Detailed knowledge of TeamMate audit software as the Audit Management tool used by the SAA Internal Audit function. Deliver audits within the audit management software tool (TeamMate).
- Successful bidder(s) shall be responsible for all its costs related to TeamMate, including but not limited to software licences, implementation, support and training.
- Report any fraud risks and incidents identified during delivery of audit engagements for referral to the forensic department for further investigation

Other General Requirements

- Issue periodic reports summarizing audit outcomes to support reporting to the organisation's governance forums including Executive Committee and Audit and Risk Committee.
- Report and present audit outcomes to Governance Forums and Committees.
- Provide an annual written control environment assessment to oversight committees, including Audit and Risk Committee and the Board of Directors.
- Provide an annual written internal financial control assessment to the oversight committees, including Audit and Risk Committee and the Board of Directors.
- Provide technical support aligned to Internal Audit Standards and frameworks and keep the CAE informed of emerging issues and trends in the field of internal audit
- Provide Account and Project Management Office support.
- Support the development and tracking of the three-year rolling Internal Audit plan.
- Co-ordinate and report on the Combined Assurance activities within the organisation.
- Support the Internal Audit function's strategy and plan to enable reliance on Internal Audit results by External auditors.
- Provide an annual confirmation of conformance to the code of ethics aligned to that of the Institute of Internal Auditors, IPPF and the principles of King V by the Bidder(s) and its core team.

SAA Group Operational Locations

The successful bidder(s) may be required to provide Internal Audit services across the SAA Group operations, including SAA, SAAT and AirChefs.

SAA's operations currently include, but are not limited to, the following locations:

Segment	Route	Country
Domestic	Johannesburg	South Africa
Domestic	Cape Town	South Africa
Domestic	Durban	South Africa
Domestic	Gqeberha	South Africa

Segment	Route	Country
Regional	Gaborone	Botswana
Regional	Harare	Zimbabwe
Regional	Victoria Falls	Zimbabwe
Regional	Lubumbashi	Democratic Republic of the Congo (DRC)
Regional	Kinshasa	Democratic Republic of the Congo (DRC)
Regional	Accra	Ghana
Regional	Abidjan	Côte d'Ivoire
Regional	Mauritius	Mauritius
Regional	Windhoek	Namibia
Regional	Lagos	Nigeria
Regional	Dar Es Sallam	Tanzania
Regional	Lusaka	Zambia
International	Perth	Australia
International	Sao Paulo	Brazil

The list above may change during the contract period. The successful bidder(s) must demonstrate the ability to provide services across SAA Group operational locations through a combination of remote delivery, travel arrangements and resource mobilisation where required.

PART 4

Evaluation Criteria

RFP GSM026/2026

See Annexure A

EVALUATION METHODOLOGY:

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

Administrative Responsiveness **Step 1**	**Substantive Responsiveness** **Step 2**	**Evaluation of Price and Specific Goals** **Step 3**	**Business Award and conclusion of contract** **Step 4**
Evaluation of returnable documents per tender requirements	*Evaluation of Mandatory / Critical Returnable Documents* .	Price (80) & Specific Goals 20)	*Post-tender negotiations (if applicable) are held at this stage before the LOA is issued to the preferred supplier.*

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

Test for Administrative and Substantive Requirements Evaluation

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

Test for Administrative Requirements

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

Test for Substantive Requirements

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

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

Mandatory Returnable Documents – Phase 2

1. In this evaluation stage, bidders must fully comply (100%) with the statements of compliance below by selecting “Yes or No” or “Comply or Do not comply."
2. Failure to fully comply as described above will result in bid disqualification. Bidders should also be aware that selecting “No” will cause SAA to consider the bidder non-compliant, leading to bid disqualification.

3. The statements of compliance are categorized as “Mandatory or Critical Statement of Compliance” and “Essential Statements of Compliance,” and the two are shown in the **Annexure A.**

Appointment to the Panel

- Upon completion of the evaluation process, bidders will be ranked according to their functionality scores. Subject to satisfactory due diligence, the three highest-ranked responsive and compliant bidders will be recommended for appointment to the Internal Audit panel.

- Where two or more bidders obtain the same functionality score, the bidder achieving the higher score under the Price and BBBEE Specific Goals evaluation will be ranked higher. Should a tie still remain, the bidder offering the lower price/rate will be ranked higher. The allocation of work amongst the appointed panel members will be on a rotational basis.

Pricing and Preference Point System

Purpose of the Preference Point Evaluation

In accordance with the applicable preferential procurement requirements, all bidders who meet the mandatory requirements and achieve the minimum functionality threshold will be evaluated on Price (80) and Specific Goals (20). The purpose of this evaluation is to determine the preference point score of qualifying bidders and ensure compliance with the prescribed procurement framework. However, as this procurement seeks to establish a panel of service providers based primarily on demonstrated capability, capacity, experience and specialist expertise, appointment to the panel will be based on functionality scoring, evaluation will still include price and BBBEE specific goals even thou they are not the primary determining factor.

The 80/20 preference points system will be applicable in this tender process because the estimated budget for the period of three years is R50 million.

Evaluation ELEMENTS	
Price	80

Selected Specific Goal	**Number of points allocated (20)**
B-BBEE Level 1 and 2 (Non-Compliant and/or B-BBEE Level 3-8 contributors = 0)	10
EMEs and QSEs that are 51% or more, black owned	5
30% or more black women-owned companies	5
Total Points for Specific Goals	**20**

Standard Conditions for Pricing

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

Phase 5 – Business Award and conclusion of Contract

2. Post tender negotiations (if applicable) are held at this stage before the letter of Award (LOA) is issued to the preferred Handler.

"Should only one bidder meet the tender requirements and qualify for appointment to the panel, SAA reserves the right to proceed with the appointment of the qualifying bidder or cancel the RFP process."

PART 5

VENDOR INFORMATION FORM

FOR

RFP GSM026/2026

Annexure 1

VENDOR Application form REGIONAL & INTERNATIONAL STATIONS.

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

Registered Name:		
Trading Name:		
Physical Address:		
Postal Address:		
Phone:	E-mail:	Fax:
City:	State:	ZIP Code:
Contact Person:	Phone:	Mobile:
BANK DETAIL		
Name of Bank:		
Branch Name / Number:		
Bank Account Number:		
IBAN Number:		
SWIFT Code:		
B-BBEE		

DETAIL

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

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

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

+

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

Signoff: Official usage		
Requester Name:	Date:	Signature:
Comment:		
Name: GSM: Commodity/Operational Manager	Date:	Signature:
Comment:		
Name: GSM: Admin Coordinator (SAP)	Date:	Signature:

Comment:		
Name: Vendor Master Authoriser: GSM GSM: Procurement Manager	Date:	Signature:
Comment:		
Name: Vendor Master Authoriser: Finance Manager Accounts Payable	Date:	Signature:
Comment:		

PART 6

DEVIATIONS FROM THE REQUEST FOR BID/PROPOSAL

FOR

RFP GSM026/2026

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

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

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

PAGE NUMBER	CLAUSE NUMBER	DEVIATION

SIGNATURE OF BIDDER

DATE

Part 7

PRE-BID BRIEFING / SITE INSPECTION

FOR

RFP GSM026/2026

South African Airways (SOC) Ltd

This is to certify that I, _____

representing and duly authorised by (Bidder) _____

_____

of (Address) _____

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

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

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

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

_____ _____
Name Date

_____
Signature

For and on behalf of SAA:

_____ _____
Name Date

_____
Signature

PART 8

GENERAL CONDITIONS OF CONTRACT
and/or
SPECIAL CONDITIONS OF CONTRACT

FOR

RFP GSM026/2026

NOTES

The purpose of this document is to:

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

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

- The General Conditions of Contract will form part of all bid documents and may not be amended.

- Special Conditions of Contract (SCC), relevant to a specific bid, should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

TABLE OF CLAUSES

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10. Delivery and documents
11. Insurance
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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 markets its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.

1.12 Force majeure” means an event beyond the control of the supplier and not involving the supplier’s fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

1.13 “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

1.14 “GCC” means the General Conditions of Contract.

1.15 “Goods” means all 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 that functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.

2. Application

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

3. General

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

4. StanACCds

4.1 The goods supplied shall conform to the stanACCds 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, remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier’s performance under the contract, if so, required by the purchaser.
5.4 The supplier shall permit the purchaser to inspect the supplier’s records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so, required by the purchaser.

6. Patent rights

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

7. Performance

7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.

7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or

b) a cashier's or certified cheque

7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

8.1 All pre-bidding testing will be for the account of the bidder.

8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.

8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall make the necessary arrangements, including payment arrangements with the testing authority concerned.

8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract.

8.8 Failing such removal the rejected supplies shall be returned at the suppliers' cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

8.9 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

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

10.2 Documents to be submitted by the supplier are specified in SCC.

11. Insurance

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

12. Transportation

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

13. Incidental services

13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

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

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

14. Spare parts

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

15. Warranty

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

16. Payment

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

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this 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 favorable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to

supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

25. Force Majeure

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that 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 conditions and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

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

27. Settlement of Disputes

27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

27.5 Notwithstanding any reference to mediation and/or court proceedings herein,

a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and

b) The purchaser shall pay the supplier any monies due to the supplier.

28. Limitation of liability

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

a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort of or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

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

30. Applicable law

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

31. Notices

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

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

32. Taxes and duties

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

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

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

33. National Industrial Participation (NIP) Programme

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

34. Prohibition of Restrictive practices

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

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

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

General Conditions of Contract (revised July 2010)

PART 9

CONSENT TO PROCESSING OF PERSONAL INFORMATION

FOR

RFP GSM026/2026

1. USE OF PERSONAL INFORMATION

1.1. The Bidder voluntarily submits this bid/document containing personal information, for the purposes of SAA' **RFP GSM026/2026**

1.2. SAA hereby provides hereto information in respect of its processing of Bidder's personal information for the purposes of **RFP GSM026/2026** and the Bidder hereby provide the consent required by SAA for processing purposes.

1.3. SAA is committed to protecting Bidder's privacy and recognises that it needs to comply with statutory requirements in collecting, processing and distributing of personal information.

1.4. The Constitution of the Republic of South Africa provides that everyone has the right to privacy and the Protection of Personal Information Act 4 of 2013 ("POPI") includes the right to protection against unlawful collection, retention, dissemination and use of personal information. In terms of section 18 of POPI, if personal information is collected SAA, as responsible party, must take reasonably practical steps to ensure that the data subject is made aware of the information being collected.

1.5. In order to process **RFP GSM026/2026** and make award to a successful Bidder, it is necessary to provide SAA' counterparts, relevant authorities and development incubators with personal information of the Bidder, which personal information includes, but is not necessarily limited to the Bidder's company's Director/Shareholder and registration details with relevant authorities such as SARS, CIPRO, National Treasury etc. This information is distributed to SAA' counterparts, relevant authorities and developmental incubators usually by electronic means in the form of an email or any other means. This personal information is necessary for purposes of processing RFP GSM026/2026 discharge of contractual and legislative obligations of SAA.

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

1.6.1	*Type of Information*	Company registration information (e.g. registration numbers, SARS or tax information, CSD, shareholder/director information)
1.6.2	*Category of information*	Personal information for furthering the objectives of the RFP GSM026/2026
1.6.3	*Purpose*	Required for purposes of processing RFP GSM026/2026 and to discharge legislative obligations.
1.6.4	*Source*	Bidder (data subject) directly.
1.6.5	*SAA details (Responsible Party)*	Chief Information Officer or SAA website.
1.6.6	*Voluntary/Mandatory*	Bidder is required to provide the information voluntarily and understands that same is mandatory for purposes of processing RFP

		GSM026/2026 and to discharge legislative obligations.
1.6.7	*Legal Requirement*	SAA may be required, directly or indirectly, in terms of public procurement regulatory framework, policies and other statutes such as the Financial Intelligence Centre Act 38 of 2001, King 3 or similar statutes, to collect the information in order to report to the Minister representing its shareholder or other Government structures and for responsible record keeping, statistical and any other purpose.
1.6.8	*Contractual Requirement*	The information is required in terms of the Terms and Conditions of this RFP GSM026/2026 and as well as a potential business agreement with a successful Bidder.
1.6.9	*Consequences of failure to provide*	Failure to provide the information will result in a failure to process and achieve the objectives set out on this RFP GSM026/2026
1.6.10	*Cross border transfer*	Where necessary, the information may be shared with SAA' counterparts in countries that subscribe to similar data protection laws. Where the information is shared with SAA' counterparts in countries that do not subscribe to similar data protection laws, SAA will enter into an agreement with its counterpart in terms whereof such counterpart will be liable to the protection of the Bidder's personal information.
1.6.11	*Recipients of personal information*	SAA' counterparts, relevant Government authorities/regulatory bodies and development incubators.
1.6.12	*Access and right to amend*	The Bidder has the right to access and amend their personal information at any reasonable time. However, this right shall not affect any right of SAA to disqualify a Bidder in accordance with the terms and conditions of this RFP GSM026/2026 or potential business agreement with a successful Bidder.
1.6.13	*Right to object*	Bidder is entitled to object to the use of information. However, such objection may lead to the RFP GSM026/2026 and/or potential business agreement between it and SAA being terminated as the information is required for the processing of Bid or potential business agreement.
1.6.14	*Complaints*	All complaints regarding the use of personal information may be directed to the Information Regulator and SAA's Chief Information officer.

2. **CONSENT**

2.1. The Bidder (as data subject), by signing this document, hereby consents to the use of their personal information described herein and confirms that:

2.1.1. They have obtained all the necessary consent from their shareholders/directors or counterparts, including the consent for SAA to receive and process such personal information;

2.1.2. Information is supplied voluntarily, without undue influence from any party and not under any duress;

2.1.3. The information which is supplied herewith is mandatory for the purposes of this RFP GSM026/2026 and that without such information, SAA will not be able to process RFP GSM026/2026 and discharge legislative obligations;

2.2. Failure to provide the information will result in the objectives of the RFP GSM026/2026 not being achieved, with the Bidder being disqualified also for RFP GSM026/2026 and/or potential business agreement.

2.3. The Bidder acknowledges that it is aware thereof that it has the following rights with regard to such personal information which is hereby collected in accordance with this consent. The right to:

2.3.1. Access the information at any reasonable time for purposes of rectification thereof;

2.3.2. Object to the processing of the information in which case its response to RFP GSM026/2026 and potential business agreement will terminate immediately on cancellation;

2.3.3. Lodge a complaint to the Information Regulator.

3. **SIGNATORIES**

……	**……**
Signature	**Date**
……	**……**
Position	**Name of Bidder**