**Request for Proposal (RFP) to purchase nine (9) SAA owned A340-300 & -600 aircraft as operational aircraft or teardown for spares and/or the purchase of fifteen (15) spare engines & four (4) APU’s & two (2) scrapped A340-600 airframes**

**BID NO: RFP-** **GSM053/2021**

**REVISION 1**

|  |
| --- |
| **BIDDER CHECKLIST FOR RFP-GSM053/2021**  |
| **No** | **Title** | **Completed** **(Yes/No)** |
| 1 | SAA Tender Document |  |

|  |  |  |
| --- | --- | --- |
| *Signature of Bidder:* | *Capacity:* | *Date:* |

|  |
| --- |
| **TABLE OF CONTENTS FOR RFP-GSM053/2021**  |
| **Part** | **Title** |
| 1 | Information Schedule |
| 2 | Bid Conditions and Instructions to Bidders |
| 3 | Scope of Work / Specification |
| 4 | Evaluation Criteria |
| 5 | Vendor Information Form  |
| 6 | Deviations From the Request for Bid/Proposal |
| 7 | Consent to Processing of Personal Information |

1. **INVITATION TO BID**

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

RFP NUMBER: **GSM053/2021**

RFP DESCRIPTION: **Request for Proposal (RFP) to purchase nine (9) SAA owned A340-300 & -600 aircraft as aircraft or teardown for spares and/or the purchase of fifteen (15) spare engines & four (4) APU’s & two (2) scrapped A340-600 airframes**

|  |  |
| --- | --- |
| **Issue Date** | **20 September 2021** |
| **Closing Date for Questions** | **4 October 2021** |
| **Closing Date for RFP** | **19 October 2021** |
| **Closing Time** | **11H00 SA TIME** |
| **Bidder’s Conference (briefing session)** | **None but viewing of the aircraft, engines and APU’s can be arranged on request., possibly during the first week in October 2021, subject to Covid Restrictions**  |
| **Validity Period of Proposal Submission** | **180 Days** |

1. **PROPRIETARY INFORMATION**

SAA considers this RFP GSM053/2021 and all related information, either written or verbal, which is provided to the respondents, to be proprietary to SAA. It shall be kept confidential by the respondent and its officers, employees, agents and representatives. The respondent shall not disclose, publish or advertise this specification or related information to any third party without the prior written consent of SAA*.*

1. ***GROUNDS FOR DISQUALIFICATION***

All communication and attempts to obtain information of any kind with regards to this Proposal should be channelled to Bertus Steyn and only via e-mail at bertussteyn@flysaa.com

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

SAA shall upon detecting that information submitted is ambiguous, clarify with the bidder and if evidence has not been provided for the criteria, SAA shall reserve the right to request such proof to substantiate the information submitted by the bidder.

PART 1



**INFORMATION SCHEDULE**

**FOR**

**RFP-GSM053/2021**

**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 : Bertus Steyn

 **South African Airways (SOC) Limited**

####  Global Supply Management

**E-MAIL :** **bertussteyn@flysaa.com**

#### RE : RFP- GSM053/2021

#### 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-** **GSM053/2021**

1. **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.

SAA has approval to sell of the assets as mentioned in the Request for Proposal.

1. **CONDITIONS OF BID & CONTRACT**
	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. 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.
	3. 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.
	4. In the event of suspension or set-aside in 2.3, the Bidder accepts that it shall have no claim of whatsoever nature against SAA.
2. **INTELLECTUAL PROPERTY, INVENTIONS AND COPYRIGHT**
	1. The specifications are the intellectual property of SAA.
	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. 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.
	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.
	5. This clause 3.0 shall survive termination of this Agreement.
3. **GUIDELINE ON COMPLETION OF SUBMISSION**
	1. Bidders need to complete all documents including any attachment, if applicable.
	2. Alternative Bids by the Bidder/s will be evaluated and considered at SAA’s sole discretion.
4. **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.

1. **COPIES REQUIRED**
	1. Bidders shall keep a copy of their bid and response for future reference.
2. **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.

1. **ENQUIRIES**

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

Attention: Bertus Steyn

Email: bertussteyn@flysaa.com

Copy:

Attention: Elia Ramutanda

E-Mail: eliaramutanda@flysaa.com

1. **QUESTIONS AND CLARIFICATIONS**
	1. Enquiries should reference the specific Bid number, section, document and paragraph number, where appropriate.
	2. The questions and clarifications must be emailed to the details in 8.0 above.
	3. If appropriate, the clarifying information will be made available to all bidders by e-mail only.
	4. The closing date for questions is as mentioned in the Cover Sheet.
2. **INSTRUCTIONS FOR THE SUBMISSION OF A BID**
	1. **Bids required to be submitted electronically at** Tenders@flysaa.com

Tender number : RFP- GSM053/2021

Tender for : Sale of A340 aircraft, spare engines and APU’s

Closing Date / Time : **25 October 2021 at 11.00am SA time**

Name & Address of the Bidder : *(Postal or Physical Address)*

* 1. All bids must be submitted in English.
	2. Bid size should not exceed 5Mb. All bids could be send via dropbox or Mimecast
1. **LATE BID SUBMISSIONS**
	1. Late submissions of Bids will NOT be considered for evaluation and will be returned un-opened to the Bidder/s at the Bidders’ own costs accompanied by an explanation to the effect that it is late.

11.2 A submission will be considered late if it arrives one second after **11:00am SA time** or any time thereafter 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.

1. **PAYMENTS**
	1. Subject to 15.0 below, final payment terms will be negotiated with the successful bidder before awarding the bid.
	2. Bidder(s) will pay SAA the Fee as set out in the final contract.
	3. Payment shall be made into the bank account of SAA as agreed during the negotiations (Banking details will be submitted as soon as this bid is awarded).
2. **WARRANTS**
	1. The Bidder warrants that it is able to conclude and deliver on this Agreement to the satisfaction of SAA.
3. **SELECTION**
	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.
	2. SAA may request documentary proof of any information supplied by the Bidder/s. Failure to comply with request will lead to disqualification.
	3. Should SAA consider it necessary, SAA will visit the Bidder's customer sites.
	4. SAA reserves the right:
		1. to cancel this Bid or any part thereof at any time;
		2. not to accept any Bids;
		3. to accept one or more Bids for further negotiation
		4. to contact any Bidder/s during the evaluation period, to clarify information only, without informing any other Bidder/s.
		5. to either appoint one or more Bidder/s in full or in part
		6. in the event of cancellation and termination, the Bidder accepts that it shall have no claim of whatsoever nature against SAA.
4. **NEGOTIATIONS**
	1. SAA has the right to enter into negotiation with a prospective bidder or prospective bidders regarding any terms and conditions, prices, etc.
	2. Notwithstanding 12.1 above or any other provision of these terms and conditions of Bids, SAA may enter into negotiations described in 15.1 at any time before and after the award or signing of contract with the Bidder.
	3. 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.
5. **BID PRESENTATIONS**
	1. SAA reserves the right to invite bidders for presentations before the award of the bid.
6. **FORMAT OF BIDS**
	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.
	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.
		1. Part 1: Information Schedule Bidders must complete and submit the Information Schedule.
		2. Part 2: Bid Conditions and Instructions to Bidders
		3. Part 3: Scope of work and specification
		4. Part 4: Evaluation Criteria
		5. Part 5: Vendor Information
		6. Part 6: Deviations from Request for Bid/ Proposal
		7. Part 7: 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-** **GSM053/2021**

**1 SCOPE OF SERVICES**

It is the intention of SAA to sell of nine (9) A340-300 & -600 as aircraft or teardown for spares and or the purchase of fifteen (15) spare engines, four (4) APU’s and two (2) scrapped A340-600 airframes, in part or in full.

The aircraft in question are as follows;

|  |  |  |
| --- | --- | --- |
| **Aircraft type** | **Registration** | **MSN**  |
| A340-600 | ZS-SNC | 426 |
| A340-600 | ZS-SND | 531 |
| A340-600 | ZS-SNF | 547 |
| A340-600 | ZS-SNG | 557 |
| A340-300 | ZS-SXD | 643 |
| A340-300 | ZS-SXE | 646 |
| A340-300 | ZS-SXF | 651 |
| A340-300 | ZS-SXG | 378 |
| A340-300 | ZS-SXH | 197 |

Spare engines and APU’s

|  |  |
| --- | --- |
| **Engine or APU type** | **Serial Number**  |
| CFM56-5C4/P | 567269 |
| CFM56-5C4/P | 567299 |
| CFM56-5C4/P | 567324 |
| Trent 556 | 71044 |
| Trent 556 | 71166 |
| Trent 556 | 71056 |
| Trent 556 | 71043 |
| Trent 556 | 71057 |
| Trent 556 | 71082 |
| Trent 556 | 71221 |
| Trent 556 | 71180 |
| Trent 556 | 71048 |
| Trent 556 | 71124 |
| Trent 556 | 71053 |
| Trent 556 | 71300 |
| GTCP331-350 | P1016 |
| GTCP331-350 | R697C |
| GTCP331-600 | P1042 |
| GTCP331-600 | P1148 |

The technical specifications summary for the aircraft, engines and APU’s are as below except for ZS-SXH which is only available for teardown and ZS-SNA and ZS-SNB which is only available for scrapping/teardown.

Following abbreviations are used:

1. DOM = Date of Manufacture
2. TFH = Total Flight Hours
3. TFC = Total Flight Cycles
4. A/C = Aircraft
5. FH = Flight Hours
6. LLP = Life Limited Parts
7. CRS = Certificate of Release to Service
8. RTS = Return To Service
9. C of A = Certificate of Airworthiness

**A340-600**

1. a. A/C REG: ZS-SNC, MSN 0426, DOM 11.FEB.2003, CURRENT TFH/TFC: 66389 FH & 8426 FC

b. A/C LAST FLIGHT: 21.AUG.2020

c. LAST LINE CHECK: 13.FEB.2020 / 65988 FH, NEXT DUE LINE CHECK: 66788 FH

d. LAST HEAVY CHECK: 02.JAN.2019, NEXT DUE HEAVY CHECK: 03.OCT.2020

e. NEXT MAJOR LLP EXPIRY: ENG LLP’S – ENG #1 – 830 FC, ENG LLP’S – ENG #2 – 949 FC

f. CRS VALIDITY: EXPIRED, C of A: EXPIRED - 31.MAR.2021

g. CURRENT STATUS: LONG TERM STORAGE SINCE 08.OCT.2020

h. MINIMUM RETURN TO SERVICE (RTS) MAINTENANCE: CKC CHECK + RTS + REPLACEMENT OF LLP’S

i. RTS EST. GROUND TIME: EST. TAT OF 45 DAYS

2. a. A/C REG: ZS-SND, MSN 0531, DOM 13.OCT.2003, CURRENT TFH/TFC: 69695 FH & 8157 FC

b. A/C LAST FLIGHT: 10.SEP.2020

c. LAST LINE CHECK: 26.AUG.2020 / 69667 FH, NEXT DUE LINE CHECK: 70467 FH

d. LAST HEAVY CHECK: 02.APR.2019, NEXT DUE HEAVY CHECK: 01.JAN.2021

e. NEXT MAJOR LLP EXPIRY: L/G EXPIRY 25.OCT.2021, ENG LLP’S – ENG #4 – 653 FC

f. CRS VALIDITY: EXPIRED, C of A: EXPIRY - 30.NOV.2020

g. CURRENT STATUS: LONG TERM STORAGE SINCE 16.OCT.2020

h. MINIMUM RETURN TO SERVICE (RTS) MAINTENANCE: CKC CHECK + RTS + REPLACEMENT OF LLP’S

i. RTS EST. GROUND TIME: EST. TAT OF 45 DAYS

3. a. A/C REG: ZS-SNF, MSN 0547, DOM 03.DEC.2003, CURRENT TFH/TFC: 69739 FH & 8126 FC

b. A/C LAST FLIGHT: 21.AUG.2020

c. LAST LINE CHECK: 22.FEB.2020 / 69372 FH, NEXT DUE LINE CHECK: 70172 FH

d. LAST HEAVY CHECK: 03.OCT.2019, NEXT DUE HEAVY CHECK 02.JUL.2021

e. NEXT MAJOR LLP EXPIRY: ENG LLP’S – ENG #1 – 735 FC, ENG LLP’S – ENG #2 – 726 FC,

f. CRS VALIDITY: 01.JUL.2021 / 70172 FH, C of A: EXPIRY – 31.JAN.2022

g. CURRENT STATUS: LONG TERM STORAGE SINCE 13.OCT.2020

h. MINIMUM RETURN TO SERVICE (RTS) MAINTENANCE: CKA CHECK + RTS + REPLACEMENT OF LLP’S

i. RTS EST. GROUND TIME: EST. TAT OF 6 DAYS

4. a. A/C REG: ZS-SNG, MSN: 0557, DOM 16.DEC.2003, CURRENT TFH/TFC: 70019 FH & 8103 FC

b. A/C LAST FLIGHT: 25.FEB.2021 / 70019 FH / 8103 FC

c. LAST LINE CHECK: 06.APR.2020 / 69555 FH, NEXT DUE LINE CHECK: 70355 FH

d. LAST HEAVY CHECK: 26.NOV.2019, NEXT DUE HEAVY CHECK: 27.AUG.2021

e. NEXT MAJOR LLP EXPIRY: Nil in 12 Months

f. CRS VALIDITY: 26.AUG.2021 / 70355 FH, C of A: EXPIRY – 31.JAN.2022

g. CURRENT STATUS: LONG TERM STORAGE SINCE 04.JUN.2021

h. MINIMUM RETURN TO SERVICE (RTS) MAINTENANCE: CKA CHECK + 5YR TASKS + RTS + REPLACEMENT OF LLP’S

i. RTS EST. GROUND TIME: EST. TAT OF 12 DAYS

**A340-300**

5. a. A/C REG: ZS-SXD, MSN 0643, DOM 25.NOV.2004, CURRENT TFH/TFC: 63747 FH & 7989 FC

b. A/C LAST FLIGHT: 15.NOV.2019 / 63747 FH / 7989 FC

c. LAST LINE CHECK: 01.NOV.2019 / 63608 FH, NEXT DUE LINE CHECK: 64408 FH

d. LAST HEAVY CHECK: 18.SEP.2018, NEXT DUE HEAVY CHECK: 05.FEB.2020

e. NEXT MAJOR LLP EXPIRY: Nil in 12 Months

f. CRS VALIDITY: EXPIRED, C of A: EXPIRED 30.JUN.2020

g. CURRENT STATUS: LONG TERM STORAGE SINCE 28.APR.2020

h. MINIMUM RETURN TO SERVICE (RTS) MAINTENANCE: CKC CHECK + RTS + REPLACEMENT OF LLP’S

i. RTS EST. GROUND TIME: EST. TAT OF 40 DAYS

6. a. A/C REG: ZS-SXE, MSN 0646, DOM 03.DEC.2004, CURRENT TFH/TFC: 62419 FH & 7559 FC

b. A/C LAST FLIGHT: 15.MAR.2020 / 62419 FH / 7559 FC

c. LAST LINE CHECK: 23.OCT.2019 / 61700 FH, NEXT DUE LINE CHECK: 62500 FH

d. LAST HEAVY CHECK: 12.NOV.2018, NEXT DUE HEAVY CHECK: 01.APR.2020

e. NEXT MAJOR LLP EXPIRY: Nil in 12 Months

 f. CRS VALIDITY: EXPIRED, C of A: EXPIRED 31.JUL.2020

 g. CURRENT STATUS: LONG TERM STORAGE SINCE 01.JUL.2020

h. MINIMUM RETURN TO SERVICE (RTS) MAINTENANCE: CKC CHECK +RTS + REPLACEMENT OF LLP’S

i. RTS EST. GROUND TIME: EST. TAT OF 40 DAYS

7. a. A/C REG: ZS-SXF, MSN 0651, DOM 18.MAR.2005, CURRENT TFH/TFC: 63278 FH & 7793 FC

b. A/C LAST FLIGHT: 18.JUN.2020 / 63278 FH / 7793 FC

c. LAST LINE CHECK: 18.FEB.2020 / 62982 FH, NEXT DUE LINE CHECK: 63782 FH

d. LAST HEAVY CHECK: 21.NOV.2018, NEXT DUE HEAVY CHECK: 23.MAY.2020

e. NEXT MAJOR LLP EXPIRY: Nil in 12 Months

f. CRS VALIDITY: EXPIRED, C of A: EXPIRED 31.AUG.2020

g. CURRENT STATUS: LONG TERM STORAGE SINCE 20.JUL.2020

h. MINIMUM RETURN TO SERVICE (RTS) MAINTENANCE: CKC CHECK + RTS + REPLACEMENT OF LLP’S

i. RTS EST. GROUND TIME: EST. TAT OF 40 DAYS

8. a. A/C REG: ZS-SXG, MSN 0378, DOM 26.FEB.2001, CURRENT TFH/TFC: 77602 FH & 10176 FC

b. A/C LAST FLIGHT: 06.FEB.2020 / 77602 FH / 10176 FC

c. LAST LINE CHECK: 23.OCT.2019 / 77216 FH, NEXT DUE LINE CHECK: 78016 FH

d. LAST HEAVY CHECK: 20.JUN.2019, NEXT DUE HEAVY CHECK : 20.DEC.2020

e. NEXT MAJOR LLP EXPIRY: L/G EXPIRED 10.FEB.2020

 f. CRS VALIDITY: EXPIRED, C of A: EXPIRED 31.MAR.2020

g. CURRENT STATUS: LONG TERM STORAGE SINCE 20.JUL.2020

h. MINIMUM RETURN TO SERVICE (RTS) MAINTENANCE: CKC CHECK + RTS + REPLACEMENT OF LLP’S

i. RTS EST. GROUND TIME: EST. TAT OF 46 DAYS

APU’s and Engines

For more information, please refer clause 8 above and a link will be provided

PART 4



**EVALUATION CRITERIA**

**FOR**

**RFP-GSM053/2021**

**EVALUATION METHOODOLOGY AND CRITERIA**

1. **Methodology:**
	* The bidder’s submission will be based on price and commercial value for SAA.
	* All reasonable bids will be considered including and not limited to the goods as part or in whole or combination of these. All would be considered based on best fit for airline disposal, refer attached pricing matrix for price/commercial submissions.

|  |  |
| --- | --- |
| **Evaluation criteria** | **Points** |
| Price | **100** |

PART 5

**VENDOR INFORMATION FORM**

**FOR**

**RFP-** **GSM053/2021**

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

|  |
| --- |
| Registered Name: |
| Trading Name: |
| Physical Address: |
| Postal Address: |
| Phone: | E-mail: | Fax: |
| City: | Province: | Postal Code: |
| Contact Person: | Phone: | Cellular: |
| bank and TAX detail |
| Name of Bank: |
| Branch Name / Number: |
| Bank Account Number: |
| IBAN Number: |
| SWIFT Code: |
| B-BBEE DETAIL |
| Not Applicable |

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

|  |  |
| --- | --- |
| 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** |  |

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

PART 6



**DEVIATIONS FROM THE REQUEST FOR BID/PROPOSAL**

**FOR**

**RFP-** **GSM053/2021**

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



**CONSENT TO PROCESSING OF PERSONAL INFORMATION**

**FOR**

**RFP-** **GSM053/2021**

1. **USE OF PERSONAL INFORMATION**
	1. The Bidder voluntarily submits this bid/document containing personal information, for the purposes of SAA’ RFP- GSM053/2021.
	2. SAA hereby provides hereto information in respect of its processing of Bidder’s personal information for the purposes of RFP- GSM053/2021 and the Bidder hereby provide the consent required by SAA for processing purposes.
	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.
	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.
	5. In order to process RFP- GSM053/2021 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- GSM053/2021, discharge of contractual and legislative obligations of SAA.
	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- GSM053/2021 . |
| .1.6.3 | *Purpose* | Required for purposes of processing RFP- GSM053/2021 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- GSM053/2021 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- GSM053/2021 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-GSM053/2021. |
| 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-GSM053/2021 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- GSM053/2021 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. |

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1. **CONSENT**
	1. The Bidder (as data subject), by signing this document, hereby consents to the use of their personal information described herein and confirms that:
		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. information is supplied voluntarily, without undue influence from any party and not under any duress;
		3. the information which is supplied herewith is mandatory for the purposes of this RFP- GSM053/2021 and that without such information, SAA will not be able to process RFP- GSM053/2021 and discharge legislative obligations;
	2. Failure to provide the information will result in the objectives of the RFP- GSM053/2021 not being achieved, with the Bidder being disqualified also for RFP- GSM053/2021 and/or potential business agreement.
	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:
		1. access the information at any reasonable time for purposes of rectification thereof;
		2. object to the processing of the information in which case its response to RFP- GSM053/2021 and potential business agreement will terminate immediately on cancellation;
		3. lodge a complaint to the Information Regulator.

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| 1. **SIGNATORIES**

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