KWAZULU-NATAL PROVINCE
HEALTH
REPUBLIC OF SOUTH AFRICA

BID DOCUMENT

BID NUMBER:	**ZNB 5640/2026-H**
SERVICE DESCRIPTION	APPOINTMENT OF A PANEL OF SERVICE PROVIDER(S) TO RENDER AEROMEDICAL SERVICES THROUGHOUT THE PROVINCE OF KWAZULU-NATAL FOR THE PROVINCIAL DEPARTMENT OF HEALTH (DOH) ON A CASE PER CASE BASIS
PERIOD	**THREE (03) YEARS**
Closing Date:	**01 OCTOBER 2026**
Closing Time:	11:00
Venue:	Central Supply Chain Management Unit Old Boys Model School (OBMS) 310 Jabu Ndlovu Street PIETERMARITZBURG, 3201
Compulsory site visit	**N/A**
Name of Bidder:	
CSD Registration Number:	
Income Tax Ref. Number:	

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PART A:

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (*NAME OF DEPARTMENT/ PUBLIC ENTITY*)					
BID NUMBER:	ZNB 5640/2026-H	CLOSING DATE:	**01/10/2026**	CLOSING TIME:	11am
DESCRIPTION	**APPOINTMENT OF A PANEL OF SERVICE PROVIDER(S) TO RENDER AEROMEDICAL SERVICES THROUGHOUT THE PROVINCE OF KWAZULU-NATAL FOR THE PROVINCIAL DEPARTMENT OF HEALTH (DOH) ON A CASE PER CASE BASIS: THREE YEAR CONTRACT**				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT *(STREET ADDRESS)*					
(OLD BOYS SCHOOL BUILDING), 310 JABU NDLOVU STREET, PIETERMARITZBURG 3200					

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		**TECHNICAL ENQUIRIES MAY BE DIRECTED TO:**	
CONTACT PERSON	**Reka Deonundhan**	CONTACT PERSON	**Bridgette Zungu**
TELEPHONE NUMBER	**033-8158361**	TELEPHONE NUMBER	**033 940 2425**
E-MAIL ADDRESS	**Scm.DemandManagement@kznhealth.gov.za**	E-MAIL ADDRESS	**Bridgette.Zungu@kznhealth.gov.za**

SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		**OR**	CENTRAL SUPPLIER DATABASE No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] ☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] ☐ Yes ☐ No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐Yes ☐No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR **THE GOODS /SERVICES /WORKS OFFERED?**		☐Yes ☐No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES ☐ NO

DOES THE ENTITY HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO

DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO

DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? ☐ YES ☐ NO

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

PART B:

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED– (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT ((FORM SBD7).

2. TAX COMPLIANCE REQUIREMENTS

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

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

SIGNATURE OF BIDDER: ______________________________

CAPACITY UNDER WHICH THIS BID IS SIGNED:

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

DATE: ______________________________

SECTION A: SPECIAL INSTRUCTIONS AND NOTICE TO BIDDERS REGARDING THE COMPLETION OF BIDDING FORMS

PLEASE NOTE THAT THIS BID IS SUBJECT TO TREASURY REGULATIONS 16A ISSUED IN TERMS OF THE PUBLIC FINANCE MANAGEMENT ACT, 1999, AND THE KWAZULU-NATAL SUPPLY CHAIN MANAGEMENT POLICY FRAMEWORK.

1. Unless inconsistent with or expressly indicated otherwise by the context, the singular shall include the plural and vice-versa and with words importing the masculine gender shall include the feminine and the neuter.
2. Under no circumstances whatsoever may the bid forms be retyped or redrafted. Photocopies of the original bid documentation may be used, but an original signature must appear on such photocopies.
3. The bidder is advised to check the number of pages and to satisfy himself that none are missing or duplicated.
4. Bids submitted must be complete in all respects.
5. Bids shall be lodged at the address indicated not later than the closing time specified for their receipt, and in accordance with the directives in the bid documents.
6. Each bid shall be addressed in accordance with the directives in the bid documents and shall be lodged in a separate sealed envelope, with the name and address of the bidder, the bid number and closing date indicated on the envelope. The envelope shall not contain documents relating to any bid other than that shown on the envelope. If this provision is not complied with, such bids may be rejected as being invalid.
7. All bids received in sealed envelopes with the relevant bid numbers on the envelopes are kept unopened in safe custody until the closing time of the bids. Where, however, a bid is received open, it shall be sealed. If it is received without a bid number on the envelope, it shall be opened, the bid number ascertained, the envelope sealed, and the bid number written on the envelope.
8. A specific box is provided for the receipt of bids, and no bid found in any other box or elsewhere after the closing date and time of bid will be considered.
9. No bid sent through the post will be considered if it is received after the closing date and time stipulated in the bid documentation, and proof of posting will not be accepted as proof of delivery.
10. No bid submitted by telefax, telegraphic or other electronic means will be considered.
11. Bidding documents must not be included in packages containing samples. Such bids may be rejected as being invalid.
12. Any alteration made by the bidder must be initialed.
13. Use of correcting fluid is prohibited
14. Bids will be opened in public as soon as practicable after the closing time of bid.
15. Where practical, prices are made public at the time of opening bids.
16. If it is desired to make more than one offer against any individual item, such offers should be given on a photocopy of the page in question. Clear indication thereof must be stated on the schedules attached.
17. Bidder must initial every page of the bid document.
18. In terms of Treasury Regulation 16A6.3(a)(i) "The accounting officer must ensure that bid documentation and the general conditions of a contract are in accordance with the instructions of the National Treasury." Bidders are expected to be familiar with the general conditions applicable to government bids, contracts and orders; and rights and obligations of all parties involved in doing business with government.

SECTION B: CENTRAL SUPPLIERS DATABASE

A. REGISTRATION ON THE CENTRAL SUPPLIERS DATABASE

1.1 In terms of the National Treasury Instruction Note, all suppliers of goods and services to the State are required to register on the Central Suppliers Database.

1.2 Prospective suppliers should register on the CSD website www.csd.gov.za.

1.3 If a business is registered on the Database and it is found subsequently that false or incorrect information has been supplied, then the Department may, without prejudice to any other legal rights or remedies it may have;

1.3.1 cancel a bid or a contract awarded to such a supplier, and the supplier would become liable for any damages if a less favourable bid is accepted, or less favourable arrangements are made.

1.4 The same principles as set out in paragraph 3 above are applicable should the supplier fail to request an update of its information on the Central Suppliers Database, relating to changed particulars or circumstances.

1.5 NB: If the supplier is not registered at the closing time of the bid, the supplier will be disqualified at the bid evaluation process.

B. DECLARATION THAT INFORMATION ON CENTRAL SUPPLIER DATABASE IS CORRECT AND UP TO DATE

(To be completed by bidder)

THIS IS TO CERTIFY THAT I (Name of bidder/authorized representative) ______________________________________, WHO REPRESENTS (state name of bidder) ____ WITH CSD REGISTRATION NUMBER ________________________________ AM AWARE OF THE CONTENTS OF THE CENTRAL SUPPLIER DATABASE (CSD) WITH RESPECT TO THE BIDDER'S DETAILS AND REGISTRATION INFORMATION, AND THAT THE SAID INFORMATION IS CORRECT AND UP TO DATE AS ON THE DATE OF SUBMITTING THIS BID.

AND I AM AWARE THAT INCORRECT OR OUTDATED INFORMATION MAY BE A CAUSE FOR DISQUALIFICATION OF THIS BID FROM THE BIDDING PROCESS, AND/OR POSSIBLE CANCELLATION OF THE CONTRACT THAT MAY BE AWARDED ON THE BASIS OF THIS BID.

____

SIGNATURE OF BIDDER OR AUTHORISED REPRESENTATIVE

DATE: _________________________

SECTION C: OFFICIAL BRIEFING SESSION/SITE INSPECTION CERTIFICATE

N. B.: THIS FORM IS ONLY TO BE COMPLETED WHEN APPLICABLE TO THE BID.

Site/Building/Institution Involved: **(NOT APPLICABLE)**

Bid Reference No:

Goods/Service/Work: ____

****

This is to certify that (bidder's representative name) ____

On behalf of (company name) ____

Visited and inspected the site on ___/___/_________ (date) and is therefore familiar with the circumstances and the scope of the service to be rendered.

____

Signature of Bidder or Authorized Representative
(PRINT NAME)

DATE: ___/___/_________

____

Name of Departmental or Public Entity Representative
(PRINT NAME)

Departmental Stamp With Signature

SECTION D: BIDDER'S DISCLOSURE FORM (SBD4)

1. PURPOSE OF THE FORM

1.1 Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder. Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

2. BIDDER'S DECLARATION

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

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

FULL NAME	IDENTITY NUMBER	NAME OF STATE INSTITUTION

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

2.2.1 If so, furnish particulars:

____

____

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

2.3.1 If so, furnish particulars:

____

____

1

1 the power, by one person or a group of persons holding the majority of the equity of an enterprise,

3. DECLARATION

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

3.1 I have read and I understand the contents of this disclosure.
3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect.
3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium2 will not be construed as collusive bidding.
3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
3.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
3.7 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

- I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 AND 3 ABOVE IS CORRECT.
- I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

______________________	______________________
Signature	**Date**
______________________	______________________
Name of Bidder	**Position**

alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.
2. Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

SECTION E: THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME (SBD 5)

INTRODUCTION

The National Industrial Participation (NIP) Programme, which is applicable to all government procurement contracts that have an imported content, became effective on the 1 September 1996. The NIP policy and guidelines were fully endorsed by Cabinet on 30 April 1997. In terms of the Cabinet decision, all state and parastatal purchases / lease contracts (for goods, works and services) entered into after this date, are subject to the NIP requirements. NIP is obligatory and therefore must be complied with. The Industrial Participation Secretariat (IPS) of the Department of Trade and Industry (DTI) is charged with the responsibility of administering the programme.

1. PILLARS OF THE PROGRAMME

1.1 The NIP obligation is benchmarked on the imported content of the contract. Any contract having an imported content equal to or exceeding US$ 10 million or other currency equivalent to US$ 10 million will have a NIP obligation. This threshold of US$ 10 million can be reached as follows:

a) Any single contract with imported content exceeding US$10 million.

or

b) Multiple contracts for the same goods, works or services each with imported content exceeding US$3 million awarded to one seller over a 2-year period which in total exceeds US$10 million.

or

c) A contract with a renewable option clause, where should the option be exercised the total value of the imported content will exceed US$10 million.

or

d) Multiple suppliers of the same goods, works or services under the same contract, where the value of the imported content of each allocation is equal to or exceeds US$ 3 million worth of goods, works or services to the same government institution, which in total over a two (2) year period exceeds US$10 million.

1.2 The NIP obligation applicable to suppliers in respect of sub-paragraphs 1.1 (a) to 1.1 (c) above will amount to 30 % of the imported content whilst suppliers in respect of paragraph 1.1 (d) shall incur 30% of the total NIP obligation on a pro-rata basis.

1.3 To satisfy the NIP obligation, the DTI would negotiate and conclude agreements such as investments, joint ventures, sub-contracting, licensee production, export promotion, sourcing arrangements and research and development (R&D) with partners or suppliers.

1.4 A period of seven years has been identified as the time frame within which to discharge the obligation.

2. REQUIREMENTS OF THE DEPARTMENT OF TRADE AND INDUSTRY

2.1 In order to ensure effective implementation of the programme, successful bidders (contractors) are required to, immediately after the award of a contract that is in excess of R10 million (ten million Rands), submit details of such a contract to the DTI for reporting purposes.

2.2 The purpose for reporting details of contracts in excess of the amount of R10 million (ten million Rands) is to cater for multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as provided for in paragraphs 1.1.(b) to 1.1. (d) above.

3. BID SUBMISSION AND CONTRACT REPORTING REQUIREMENTS OF BIDDERS AND SUCCESSFUL BIDDERS (CONTRACTORS)

3.1 Bidders are required to sign and submit this Standard Bidding Document (SBD 5) together with the bid on the closing date and time.

3.2 In order to accommodate multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as indicated in sub-paragraphs 1.1 (b) to 1.1 (d) above and to enable the DTI in determining the NIP obligation, successful bidders (contractors) are required, immediately after being officially notified about any successful bid with a value in excess of R10 million (ten million Rands), to contact and furnish the DTI with the following information:

- Bid / contract number.
- Description of the goods, works or services.
- Date on which the contract was accepted.
- Name, address and contact details of the government institution.
- Value of the contract.
- Imported content of the contract, if possible.

3.3 The information required in paragraph 3.2 above must be sent to the Department of Trade and Industry, Private Bag X 84, Pretoria, 0001 for the attention of Mr Elias Malapane within five (5) working days after award of the contract. Mr Malapane may be contacted on telephone (012) 394 1401, fax (012) 394 2401 or e-mail at elias@thedti.gov.za for further details about the programme.

4. PROCESS TO SATISFY THE NIP OBLIGATION

4.1 Once the successful bidder (contractor) has made contact with and furnished the DTI with the information required, the following steps will be followed:

a) the contractor and the DTI will determine the NIP obligation;
b) the contractor and the DTI will sign the NIP obligation agreement;
c) the contractor will submit a performance guarantee to the DTI;
d) the contractor will submit a business concept for consideration and approval by the DTI;
e) upon approval of the business concept by the DTI, the contractor will submit detailed business plans outlining the business concepts;
f) the contractor will implement the business plans; and
g) the contractor will submit bi-annual progress reports on approved plans to the DTI.

4.2 The NIP obligation agreement is between the DTI and the successful bidder (contractor) and, therefore, does not involve the purchasing institution.

BID NUMBER: ZNB 5640/2026-H ____________ **CLOSING DATE:** 01 October 2026 ____________

NAME OF BIDDER: ______________________________

POSTAL ADDRESS: ______________________________

____

SIGNATURE: ____________ **NAME (PRINT):** ____________

DATE: ____________

SECTION F: PREFERENCE POINTS CLAIM FORM

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

NB: BEFORE COMPLETING THIS FORM, BIDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE BID AND PREFERENTIAL PROCUREMENT REGULATIONS, 2023

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1. GENERAL CONDITIONS

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

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

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

a) The applicable preference point system for this Bid is the 80/20 preference point system.
b) The 80/20 preference point system will be applicable in this Bid. The lowest/ highest acceptable Bid will be used to determine the accurate system once Bids are received.

1.3 Points for this Bid (even in the case of a Bid for income-generating contracts) shall be awarded for:
5 Price; and
6 Specific Goals.

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

The maximum points for this Bid are allocated as follows:

	POINTS	POINTS
PRICE	90	80
SPECIFIC GOALS	10	20
Total points for Price and SPECIFIC GOALS	**100**	**100**

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

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

2. DEFINITIONS

(a) **"Bid"** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive Bidding process or any other method envisaged in legislation;

(b) **"price"** means an amount of money Bided for goods or services, and includes all applicable taxes less all unconditional discounts;

(c) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

(d) **"Bid for income-generating contracts"** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and

(e) **"the Act"** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1 POINTS AWARDED FOR PRICE

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

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

80/20 **or** **90/10**

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

Where

Ps = Points scored for price of Bid under consideration

Pt = Price of Bid under consideration

Pmin = Price of lowest acceptable Bid

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

3.2.1 POINTS AWARDED FOR PRICE

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

80/20 **or** **90/10**

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

Where

Ps = Points scored for price of Bid under consideration

Pt = Price of Bid under consideration

Pmax = Price of highest acceptable Bid

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1 In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the Bid. For the purposes of this Bid the Bider will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this Bid:

4.2 In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the Bid documents, stipulate in the case of—

(a) an invitation for Bid for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable Bid will be used to determine the applicable preference point system; or

(b) any other invitation for Bid, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable Bid will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

a) ***Note to Organs of State**: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.*

b) ***Note to Bidders**: The Bidder must indicate how they claim points for each preference point system.*)

The specific goals allocated points in terms of this Bid	Number of points claimed (80/20 or 90/10) (To be completed by the Bidder)	Number of points allocated (90/10 or 80/20 System) (To be completed by Departmental official)
In terms of Departmental Preferential Procurement Regulation Policy 2024, companies that are at least 100% Owned by Black Africans People are given 10 or 20 Points	80/20 System or 90/10 System	

Note: Ownership verification may be conducted through Central Suppliers Database by National Treasury, through the B-BBEE scorecard attributes or Companies and Intellectual Property Commission (CIPC), using Municipal Local Economic Development Database, Confirmation Letters from Municipality and councillors.

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3 Name of company/firm: ____

4.4 Company registration number: ____

4.5 TYPE OF COMPANY/ FIRM (tick the applicable one)

	Partnership/Joint Venture / Consortium		Personal Liability Company
	One-person business/sole propriety		(Pty) Limited
	Close corporation		Non-Profit Company
	Public Company		State Owned Company

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

i) The information furnished is true and correct;

ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

a) disqualify the person from the Biding process;

b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct.

c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation.

d) recommend that the Bider or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

e) forward the matter for criminal prosecution, if deemed necessary

_________________________________ _________________________________

SIGNATURE(S) OF BIDDER(S) **DATE**

SURNAME AND NAME: _________________________________

ADDRESS: _________________________________

____

____

SECTION G: AUTHORITY TO SIGN THE BID

AUTHORITY TO SIGN THE BID DOCUMENTS

The bidder must indicate the enterprise status by signing the appropriate box hereunder.

<table>
<tr><td>Close Corporation</td><td></td><td></td><td>Partnership</td><td colspan="2"></td></tr>
<tr><td>Company</td><td></td><td></td><td>Co-operative</td><td colspan="2"></td></tr>
<tr><td rowspan="2">Sole Proprietor</td><td rowspan="2"></td><td rowspan="2"></td><td rowspan="2">Joint Venture/Consortium</td><td>Incorporated</td><td></td></tr>
<tr><td>Unincorporated</td><td></td></tr>
</table>

I/We, the undersigned, being the Member(s) (Cooperative)/ Sole Owner (Sole Proprietor)/ Member(s) (Close Corporation)/ Partners (Partnership)/ Director(s) (Company)/ or Lead Partner (Joint Venture or Consortium), in the enterprise trading as:

____

hereby authorise Mr/Mrs/Ms/Dr: ____

acting in the capacity of: ____

whose signature is: ____

to sign all documents in connection with this bid and any contract resulting therefrom on behalf of the enterprise.

NAME	ADDRESS	SIGNATURE	DATE

(If the space provided is not enough, please list all the directors in a 'resolution letter' that must be attached to this bid)

Note:
The following document must be attached to this form according to the status of the enterprise, in the form of a resolution authorising the signatory to sign all documents in connection with this bid and any contract resulting therefrom on behalf of the enterprise.

Note: Director/s may appoint themselves if they will be the one signing all documents in connection with this bid and any contract resulting therefrom on behalf of the enterprise.

NATIONAL TREASURY

Republic of South Africa

GOVERNMENT PROCUREMENT:

GENERAL CONDITIONS OF CONTRACT

July 2010

NOTES:

The purpose of this document is to:

1 Draw special attention to certain general conditions applicable to government bids, contracts and orders; and

2 To ensure that clients be 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.

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

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

TABLE OF CLAUSES

1. Definitions

The following terms shall be interpreted as indicated:

1.1 **“Closing time”** means the date and hour specified in the bidding documents for the receipt of bids.

1.2 **“Contract”** means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

1.3 **“Contract price”** means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.

1.4 **“Corrupt practice”** means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

1.5 **"Countervailing duties"** are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.

1.6 **“Country of origin”** means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

1.7 **“Day”** means calendar day.

1.8 **“Delivery”** means delivery in compliance of the conditions of the contract or order.

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

1.10 **“Delivery into consignees store or to his site”** means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.

1.11 **"Dumping"** occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.

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

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

1.14 **“GCC”** means the General Conditions of Contract.

1.15 **“Goods”** means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

1.16 **“Imported content”** means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.

1.17 **“Local content”** means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.

1.18 **“Manufacture”** means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.

1.19 **“Order”** means an official written order issued for the supply of goods or works or the rendering of a service.

1.20 **“Project site,”** where applicable, means the place indicated in bidding documents.

1.21 **“Purchaser”** means the organization purchasing the goods.

1.22 **“Republic”** means the Republic of South Africa.

1.23 **“SCC”** means the Special Conditions of Contract.

1.24 **“Services”** means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

1.25 **“Written”** or “in writing” means handwritten in ink or any form of electronic or mechanical writing.

2. Application

2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.

2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.

3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

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

5. Use of contract documents and information; inspection.

5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause except for purposes of performing the contract.

5.3 Any document, other than the contract itself mentioned in GCC clause shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.

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

6. Patent rights

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

7. Performance security

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:

i) 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

ii) a cashier's or certified cheque

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

8. Inspections, tests, and analyses

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

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

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

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

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

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

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

8.8 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:

i) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
ii) furnishing of tools required for assembly and/or maintenance of the supplied goods;
iii) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
iv) 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
v) 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.
vi) 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:

i) 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
ii) in the event of termination of production of the spare parts:
   - Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
   - following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.

16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

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

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

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

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

21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling 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:

a) the name and address of the supplier and / or person restricted by the purchaser;
b) the date of commencement of the restriction

c) the period of restriction; and
d) the reasons for the restriction.

These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

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

27. Settlement of Disputes

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

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

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

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

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

a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

28.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6.:

i) 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

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

29. Governing language

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

30. Applicable law

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

31. Notices

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

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

32. Taxes and duties

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

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

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

33. National Industrial Participation (NIP) Programme

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

34. Prohibition of Restrictive practices

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

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

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

I hereby confirm that I have read the General Conditions of Contract (GCC) as published by the National Treasury and I confirm that I fully understands its contents and conditions. I also confirm that I am willfully committing to abiding by its contents.			
Name:		Signature:	
Title/ Role:		Date:	

SECTION I: SPECIAL CONDITIONS OF CONTRACT (SCC)

KWAZULU-NATAL PROVINCE
HEALTH
REPUBLIC OF SOUTH AFRICA

SPECIAL CONDITIONS OF THE CONTRACT

ZNB 5640/2026-H

APPOINTMENT OF A PANEL OF SERVICE PROVIDER(S) TO RENDER AEROMEDICAL SERVICES THROUGHOUT THE PROVINCE OF KWAZULU-NATAL FOR THE PROVINCIAL DEPARTMENT OF HEALTH (DOH) ON A CASE PER CASE BASIS: THREE (3) YEAR CONTRACT

COMPULSORY SITE VISIT MEETING	**N/A**			
CLOSING DATE AND TIME OF BID:	**DATE:**		**TIME:**	**11:00am**
BID VALIDITY PERIOD:	**180 Days**			

2.1 DEFINITIONS AND ACRONYMS

In addition to the definitions contained in paragraph 1 of the GCC, the following terms shall be interpreted as indicated:

“Accounting Officer”	means a person described in Section 36 of the Public Finance Management Act, Act No. 1 of 1999 (As amended by Act 29 of 1999).
“Area”	Means a group of districts that are clustered in a singular contract
“Contract Duration”	means the period between the commencement and termination of the contract.
“Confidential Information”	means but is not limited to contents of the contract, or any provision thereof, or any specification, plan, know-how, drawing, pattern, sample, or information furnished by or on behalf of the Department in connection therewith, to any person other than a person employed by contractor or service provider in the performance of the contract.
“Department”	means the KwaZulu-Natal Department of Health.
“Head of Department”	means the Head of Department for KwaZulu-Natal Department of Health as defined in Schedule 2 Column 1 and 2 of the Public Service Act 1994 (Proclamation 103 of 3 June 1994, as amended).
“Health Facilities”	means Head Office, District Offices, Hospitals, Community Health Centres, Specialized Centres and Clinics under the auspices of the Department of Health in the Province
“ISO Standards”	means standards recognized by International Standard Organization
“Parties”	means the KwaZulu-Natal Department of Health and Contractor or Service provider
“Province”	means the Province of KwaZulu-Natal.
“ROE”	means the Rate of Exchange.
“SABS”	means the South African Bureau of Standards
“SANS”	means the South African National Standards.
“Vendor”	means Contracted Supplier or Service Provider

A. INTRODUCTION AND SCOPE OF BID

1. DESCRIPTION AND FORMAT OF BID

This bid is for the establishment of a panel of Service Providers to render aeromedical services throughout the province of KwaZulu-Natal for the Provincial Department of Health (DoH) on a case per case basis

1.1 For a period of thirty-six (36) months.

1.2 This bid document is structured as follows:

i) Section A: Introduction and Scope of Bid
ii) Section B: Terms of Reference/ Specification
iii) Section C: Evaluation Criteria
iv) Section D: Conditions of Bid
v) Section E: Conditions of Contract

2. DURATION OF CONTRACT

2.1 The contract shall be for a period of **thirty-six (36) months.**

3. SCM LEGISLATIVE AND REGULATORY FRAMEWORK

3.1 This bid and all contracts emanating here from will be subject to General Conditions of Contract (GCC) issued in accordance with Treasury Regulation 16A published in terms of the Public Finance Management Act, 1999 (Act 1 of 1999) (PFMA) as well as the Preferential Procurement Policy Framework Act, 2000 (Act no. 5 of 2000) (PPPFA) and its associated Regulations.

3.2 The Special Conditions of Contract (SCC) supplement the GCC. However, when the SCC is in conflict with the GCC, the provisions of the SCC will prevail.

4. OBJECTIVES OF THE BID

The KZN Department of Health aims to appoint a panel of Service Providers to render aeromedical services throughout the province of KwaZulu-Natal for the Provincial Department of Health (DoH) on a case per case basis across the province.

5. BRIEFING SESSION

5.1 Not applicable for this Bid

Venue:	N/A
Date:	
Time:	

SECTION B: TERMS OF REFERENCE/ SPECIFICATION

TERMS OF REFERENCE FOR THE APPOINTMENT OF A PANEL OF SERVICE PROVIDER(S) TO RENDER AEROMEDICAL SERVICES THROUGHOUT THE PROVINCE OF KWAZULU-NATAL FOR THE PROVINCIAL DEPARTMENT OF HEALTH (DOH) ON A CASE PER CASE BASIS: THREE (3) YEAR CONTRACT

1. AEROMEDICAL SERVICE

1.1. The Department is establishing a panel of Service Providers to render aeromedical services throughout the province of KwaZulu-Natal for the Provincial Department of Health (DoH) on a case per case basis

1.2. PREAMBLE

1.2.1 Interested parties are invited to bid for the delivery of a comprehensive Aeromedical service. Such a service, to consist of

- rotor wing and / or
- fixed wing capability.

1.2.2 **Aeromedical** usage must be directed at response to medical emergencies (primary and secondary), and to evacuate such patients to fixed medical facilities, as well as the inter-hospital transfer of patients within KwaZulu-Natal.

1.2.3 The service must be provided to the KwaZulu-Natal Department of Health (DoH) on a case per case basis and may not be activated by any other person or organisation without approval from the delegated official.

1.2.4 The executive and/or senior management of the Department of Health may use one of the aircraft for administration purposes in case the need arises for easy access and/or when is deemed cost effective to fly rather than to drive.

1.2.5 It is not possible for KwaZulu-Natal Department of Health to guarantee that any minimum or maximum number of flying hours per month must be utilized. The service is intended to cater for the emergency medical needs of the population of KwaZulu-Natal indiscriminately.

1.3. AIRCRAFT REQUIREMENTS

1.3.1 The service provider/s must be in a position to offer an air-ambulance-configured helicopter and/or fixed wing, either single or twin engine, to EMS to enable an emergency medical response and patient evacuation service by air.

1.3.2 The service offered must be clearly defined by schedule in terms of:

a) Helicopter and fixed wing type illustrating the year of manufacture of both

b) Pilot service and levels of pilot competence.

c) Aircraft interior configurations and specifications.

d) Aircraft availability.

e) Aircraft operating conditions and restrictions

f) Aircraft operating cost.

i. The successful service provider/s must be able to supply proof of adequate comprehensive insurance and indemnity in respect of patients in transit.

ii. Personnel of the administration.

iii. Equipment supplied and installed.

1.3.3 The successful service provider/s must guarantee a maximum time from receipt of notification to respond until time of take-off ("mobilization time") of:

a) Five (5) minutes for helicopter for hot response

b) Ten (10) minutes for helicopter for Inter Facility Transfer (IFT) case

c) Fifteen (15) minutes for helicopter for IFT cases where specialized equipment is required

d) Fifteen (15) minutes for fixed wing.

1.3.4 **Helicopter-** A single or twin-engine helicopter offering day light only or 24-hour service.

1.3.5 **Fixed Wing-** A single or twin-engine fixed wing aircraft offering 24-hour service.

1.3.6 Conversion modification must allow utilisation of required EMS equipment. The helicopter must be able to accommodate the pilot, one to two patients and two medical attendants, in such a way that the senior medical attendant has immediate and direct physical access to the patient's torso, neck and head at all times.

1.3.7 Engineering staff should be available to assist should there be flight interruptions en-route due to aircraft malfunction.

1.4 DURATION

Three years

1.5 AIRCRAFT CONTENTS;

1.5.1 The helicopter and fixed wing

The successful service provider/s must provide:

a) Fully equipped aircraft that is converted to accommodate a patient on a stretcher (fitted)

b) Pilot or pilots and medical crew. The senior medical attendant must be an Emergency Care Practitioner and the other an Emergency Care Practitioner or an Advanced Life Support qualified person.

c) The patient stretcher.

d) The oxygen delivery system between tanks and outlets points, as approved by SACAA.

e) All medical equipment and supplies as stipulated in the National EMS Regulations.

1.5.2 Flight Operations

a) Valid license issued by the KZN Health EMS licensing inspectorate

b) Operation of the aircraft to meet SACAA requirements

c) The provision of suitable pilots to operate the service who shall be qualified to SACAA standards.

d) Advise on the suitability of landing strips within the Province.

1.5.3 Aircraft Management

a) Operate the aircraft in compliance with the SACAA regulations at all times.

b) Hold a valid operator's license or having a document of exemption

c) In possession of adequate insurance cover for landing on unlicensed runways, including insurance for the passengers and cargo.

d) Providing operational and management information relating to the operation of the aircraft and patient data including duration of the flight and times of departure and arrival per trip, patient report form, authority number and incident report should one occur.

1.6 MANAGEMENT

1.6.1 The flight dispatch desk, currently situated at Provincial Health Operations Center (PHOC), must control all aspects of aircraft dispatch and flight following. All requests for the service must be channelled through the flight desk.

1.6.2 The Aeromedical service may not be deployed for any other purpose than as an aeromedical response or evacuation without the express prior permission of the delegated official.

1.7 FINANCIAL ADMINISTRATION

1.7.1 Service provider/s should provide precise details of costs to the Administration of providing an aeromedical service in terms of cost per flying hour with no limitation on minimum or maximum usage by the Administration. These details should include details of cost escalation if any, and how such escalation may be managed.

1.7.2 The service provider must submit the claims to the Department of Health for cases done. All claims must have the PHOC Authorization Number issued per case. A claim without the authorization number will not be processed for payment

1.7.3 Service provider/s prices must be in South African currency and include vat

1.8 CO-OPERATION

The administration and the successful service provider/s shall at all times:

1.8.1 Display the highest degree of good faith towards one another in all matter relating to the service;

1.8.2 Make a full disclosure of information relating to the service to one another and co-operate in all matters relating to the service.

1.9 LEGISLATIVE AND REGULATORY REQUIREMENTS SPECIFIC TO THIS BID

1.9.1 Bidders must ensure that medical personnel have certified proof of compliance with Health Professions Council of South Africa

1.9.2 Bidders must ensure that pilots have required license/s

1.9.3 Bidders must be licensed by the KZN Department of Health EMS Licensing inspectorate

1.9.4 The operator must comply with the provisions of the SACAA regulations in Part 127 (if offering rotor wing services), Part 135 (if offering fixed wing services) and endorsed for operations in terms of Part 138.

1.9.5 Bidders must comply with all Civil Aviation Authority Regulations as pertaining to the operations of an air-ambulance service (Rotor-Wing or Fixed Wing). Certified copies of valid certificates/licences thereof must be submitted with the bid document at the closing date and time of bid.

1.9.6 Operators must submit certified copies of valid certificates and licence with the bid document at the closing date and time of bid in accordance with the relevant Acts and Regulations:

1.9.7 The operator must comply with the Air Services licensing Act No115 of 1990 and Domestic Air Services Regulations of 1991

1.9.8 The Operator must comply with new South African Civil Aviation Authority (SACAA) revisions or implementation of all new SACAA regulations as applicable during the full contract period.

1.9.9 The operator shall, in the provision of commercial air ambulance operations to the Provincial Departments of Health, be the holder of a valid Class III, Type G7 air service license, issued in terms of the Air Services Licensing Act, 1990, (Act No. 115 of 1990).

1.9.10 The operator must comply with the provisions of the SACAA regulations in Part 127 (if offering rotor wing services), Part 135 (if offering fixed wing services) and endorsed for operations in terms of Part 138.

1.9.11 The operator must comply with all requirements as stipulated in the National EMS Regulations as well as have the appropriate EMS licensing for the base and aircraft.

SECTION C: EVALUATION CRITERIA

1. INTRODUCTION

1.1 This bid will be evaluated based on the four (4) phases, should the bidder fail to comply with the requirements of this evaluation criteria it will not progress to the next or last phase of the evaluation.

PHASE 1: **Administrative, Compulsory Requirements and Mandatory Compliance**
PHASE 2: **Technical Bid Evaluation**
PHASE 3: **Price and Preference Points (Specific Goals)**
PHASE 4: **Objective criteria (Multi-Award)**

2. PHASE 1: ADMINISTRATIVE AND COMPULSORY REQUIREMENTS

2.1 Bidders are required to fully comply with each of the items listed below. Failure to comply with this directive will result in immediate disqualification of the bidder and they will be excluded from any further bidding.

No.	Document Name	Included in the published bid document? (Yes/No)	To be returned by bidder? (Yes/No)
Administrative and Compulsory Requirements			
1.	Part A: Invitation to Bid (SBD 1)	Yes	Yes
2.	Part B: Terms and Conditions for Bidding (SBD 1)	Yes	Yes
3.	Section A: Special Instructions Regarding Completion of Bid	Yes	Yes
4.	Section B: Registration on Central Suppliers Database (CSD)	Yes	Yes
5.	Section C: Bidder's Disclosure (SBD 4)	Yes	Yes
6.	Section D: Official Briefing Session Form (**Not Applicable)**	Yes	Yes
7.	Section E: The National Industrial Participation Programme (SBD 5)	Yes	Yes
8.	Section F: Preference Points Claim Form (SBD 6.1)	Yes	Yes
9.	Section G: Authority to Sign A Bid	Yes	Yes
10.	Section H: General Conditions of Contract (GCC)	Yes	Yes
11.	Section I: Special Conditions of Contract A. INTRODUCTION AND SCOPE OF BID .... 29 B. TERMS OF REFERENCE/ SPECIFICATION .... 30 C. EVALUATION CRITERIA .... 34 D. CONDITIONS OF BID 38	Yes	Yes
12.	Section J: Pricing Schedules (SBD 3.1)	Yes	Yes

Bid-Specific Mandatory Requirements (To be submitted by the bidder)		NOTES
Where any permits or authorizations are required, the following in information is applicable: *(a) Failure to submit appropriately certified copies of relevant permits or authorizations will render the bid invalid.* *(b) **Certified copies must not be older than 3 months**.* *(c) Where any part of the service is done by a 3rd party ALL applicable license/permits as per below must also be provided for such a 3rd party.* *(d) The requirements listed in the 'notes' column below is in addition to the requirements listed in a) to c) above.*		
1.	Consortium/ Joint Venture/ Partnership Agreement	o If Applicable
2.	B-BBEE certificate indicating the B-BBEE status level of contributor.	o Sworn Affidavit OR o The B-BBEE certificate must be issued by a SANAS accredited verification agency.
3.	SACAA registration certificate	Bidders must submit certified valid Copy SACAA Certificate for: - Class III, type G7 license, - Part 138 compliance
4.	SACAA registration certificates	Part 127 compliance for helicopter operations
5.	SACAA registration certificates	Part 135 compliance for fixed wing operations
6.	KZN Department of Health license	In respect of the base where the operation will operate from.
7.	KZN Department of Health license	In respect of all aircraft to be used within the operation.

3. PHASE 2: Technical Bid Evaluation

3.1 In order for bidders to be listed on the panel of aeromedical service providers, the bidders should meet all the compulsory licensing and certification requirements of this bid.

Technical Evaluation Committee Checklist:

		Yes	No	Comments
1	SACAA registration certificates for Class III, type G7 license.			
2	SACAA registration certificates for Part 138 compliance.			
3	SACAA registration certificates for Part 127 compliance (only if offering helicopter operations).			
4	SACAA registration certificates for Part 135 compliance (only if offering fixed wing operations).			
5	KZN Department of Health license for base where the operation will operate from.			
6	KZN Department of Health license for all aircraft to be used within the operation.			

4. PHASE 3: PRICE AND PREFERENCE POINTS

4.1 The value of this bid is estimated to exceed R 50 000 000 or not to exceed R 50 000 000 (inclusive of all applicable taxes), therefore either the 90/10 or 80/20 preference point system will apply.

4.1.1 Points for this bid shall be awarded for:

i) Price; and
ii) Specific Goals

4.1.2 The maximum points for this bid are allocated as follows:

CATEGORY	POINTS
PRICE	**80 or 90**
PREFERENCE POINTS	**20 or 10**
Total points for Price and must not exceed	**100**

Awarding of points for Specific Goals:

10 or 20 full points will be allocated to companies who are at least **100% owned by Black Africans**

False Declaration
The Department reserves the right to verify information submitted by bidder by using other computer assisted verification technics. Should the bidder submit false or fraudulent proof to claim points for specific goals, the bidder will not score points for specific goals.

Scoring of points
Should the responsive bidder fail to submit proof to claim points for specific goals, the bid will not be disqualified but the offer will not score points for specific goals (zero points).

4.2 Comparative Price (80 0r 90 points for price)

a) All bids that are compliant with the technical evaluation will be evaluated according to the 80/20 or 90/10 Preference Point System.

b) The **"total bid price"** is the price that will be contractually applicable and payable to the successful bidder for each institution.

5. PHASE 4: OBJECTIVE CRITERIA

5.1. In an attempt to broaden participation in the market, the department will use section 2(1)(f) of Preferential Procurement Policy Framework Act to award this bid.

5.2. The Departmental Bid Adjudication Committees (DBAC) as delegated by the Accounting Officer, reserves a right to adjudicate this bid as a multi-award, therefore all responsive bidders who have qualified will be eligible to be placed on the list of responsive bidders.

5.3. The pricing of the bidder scoring highest points will be used to negotiate a flat rate, in respect of the respective categories, with all responsive bidders. In the event that a bidder does not agree to a flat rate, such bidder will not be placed on this tender for multi award.

B. CONDITIONS OF BID

1. TERMS AND CONDITIONS OF BID

1.1 Bidders' attention is drawn to the fact that amendments to any of the bid conditions or setting of counter conditions by bidders may result in the invalidation of such bids.

1.2 The Department reserves the right to change or supplement any information or to issue any addendum to this bid before the closing date and time. The Department and its officers, employees, and advisors will not be liable in connection with either the exercise of or failure to exercise this right.

1.3 The Department exercises its right to change or supplement information in terms of the above clause, it may seek amended bid documents from all bidders.

1.4 The Department supports the spirit of broad-based black economic empowerment and recognizes that real empowerment can only be achieved through individuals and businesses conducting themselves by the Constitution and in an honest, fair, equitable, transparent, and legally compliant manner. Against this background, the Department does not support any form of fronting.

1.5 The Department, in ensuring that bidders honestly conduct themselves will, as part of the bid evaluation processes, conduct, or initiate the necessary inquiries/investigations to determine the accuracy of the representation made in this bid document. Should any of the fronting indicators as contained in the Guidelines on Complex Structures and Transactions and Fronting, issued by the Department of Trade, Industry, and Competition, be established during such inquiry/investigation, the onus will be on the bidder to prove that fronting does not exist.

1.6 Failure to do so by the bidder within a period of fourteen (14) days from the date of notification by the Department may invalidate the bid/contract and may also result in the restriction of the bidder to conduct business with the public sector for a period not exceeding ten (10) years, in addition to any other remedies the National Treasury may have against the bidder concerned.

2. SPECIAL TERMS AND CONDITIONS OF BID

2.1 SUBMISSION OF BIDS

2.1.1 Bidders are required to submit one (1) original hard copy and deposit it in the tender box situated at the following address:

KZN Department of Health,
Supply Chain Management offices,
310 Jabu Ndlovu Street,
Pietermaritzburg,
3201

2.1.2 A bid should be submitted in a sealed envelope or sealed suitable cover on which the name and address of the bidder, the bid number, and the closing date must be visible.

2.2 VALIDITY PERIOD OF BID AND EXTENSION THEREOF

2.2.1 The validity (binding) period for the bid will be 180 days from close of bid. However, circumstances may arise whereby the department may request bidders to extend the validity (binding) period. Should this occur, the department will request bidders to extend the validity (binding) period under the same terms and conditions as originally offered for by bidders? This request will be done before the expiry of the original validity (binding) period. Should the Department forward a formal request for extension of validity period and the bidder opts not to respond, the department will assume that the extension of the validity period is accepted without any conditions.

2.3 ACCEPTANCE OF A BID

2.3.1 This Bid will be evaluated and adjudicated in terms of Kwazulu-Natal Department of Health SCM Policy and Delegations. The Department of Health Bid Adjudication Committee (DBAC) is under no obligation to accept any bid.

2.3.2 The Department of Health Bid Adjudication Committee shall award the bid as a price list.

2.3.3 The Department will enter into Service Level or Contract Agreement(s) with the successful bidder(s) through the signing of the SBD7.1; 7.2; or 7.3 documents.

2.4 AWARD OF BID(S)

2.4.1 In an attempt to broaden participation in the market, the department will use section 2(1)(f) of Preferential Procurement Policy Framework Act to award this bid.

2.4.2. The Departmental Bid Adjudication Committees (DBAC) as delegated by the Accounting Officer, reserves a right to adjudicate this bid as a multi-award, therefore all responsive bidders who have qualified will be eligible to be placed on the list of responsive bidders. The pricing of the bidder scoring highest points will be used to negotiate a flat rate with all responsive bidders. In the event that a bidder does not agree to a flat rate, such bidder will not be placed on this tender for multi award.

2.5 PRICING STRUCTURE

2.5.1 The KwaZulu- Natal Department of Health the department will apply a flat rate that will be negotiated with all the appointed service providers per aircraft category, which will be an hourly rate for the actual use of the aircraft to render the service. This includes variable cost elements such as spare parts, fuel and oil, maintenance and labour and other general variable costs.

2.6 LATE BIDS

2.6.1 Bids are permissible to be submitted prior to closing date and time this is to avoid unfortunate or unplanned circumstances that could prevent the bidder from arriving on time during the closing date. If the bidder fails to arrive on time the department will not be held liable, to accept late bids.

2.6.2 Bids are late if they are received at the address indicated in the bid documents after the closing date and time.

2.6.3 Bids received after the closing date and time will NOT be accepted for consideration and where practical, be returned unopened to the bidder.

2.7 EQUAL BIDS

2.7.1 If two or more tenderers score an equal total number of points, the contract must be awarded to the tenderer that scored the highest points for Specific Goals.

2.7.2 If capacity to deliver is part of the evaluation process and two or more tenderers score equal total points and equal preference points, the contract must be awarded to the tenderer that scored the highest points for functionality.

2.7.3 If two or more tenderers score equal total points in all respects, the award must be decided by the drawing of lots.

2.8 ONLY ONE OFFER RECEIVED

2.8.1 Where only 1 offer is received, the Department of Health will determine whether the price is fair and reasonable. Proof of reasonableness will be determined as follows:

i) Comparison with prices, after discounts, to the bidder's other normal clients and the relative discount that the State enjoys;
ii) Where this is not possible, profit before tax based on a full statement of relevant costs; and
iii) In all cases, comparison with previous bid prices where these are available.

2.9 EMPLOYEES OF THE STATE TRADING WITH ORGANS OF THE STATE

2.9.1 The Public Service Regulations paragraph 13(c), “An employee shall not conduct business with any organ of state or be a director of a public or private company conducting business with an organ of state, unless such employee is in an official capacity as a director of a company listed in schedule 2 and 3 of the Public Finance Management Act”

2.9.2 If a bidder is found to be employed by the state, through the verification via acceptable means such as CSD, DPSA verification etc, the bid will be immediately disqualified.

2.9.3 If it is discovered through other Computer Assisted Audit Techniques (CAATS), that the bidder is employed by the state, the award will be withdrawn, or contract may be terminated without notice.

2.10 TRUST, CONSORTIUM OR JOINT VENTURE

2.10.1 In terms of the Preferential Procurement Policy Framework Act and Regulations, as amended, a Trust, Consortium or Joint Venture must submit a consolidated Status Level Verification Certificate for every separate bid.

2.10.2 A separate B-BBEE Certificate must be submitted by each company participating in the Trust, Consortium or Joint Venture.

2.10.3 The non-submission of a B-BBEE Certificate by a Trust, Consortium or Joint Venture will result in zero (0) preference points being allocated for evaluation purposes (where applicable).

2.10.4 Should this bid be submitted by a Joint Venture, the Joint Venture agreement must accompany the bid document.

2.10.5 The Joint Venture agreement must clearly specify the percentage of the contract to be undertaken by each company participating therein. The Joint Venture/Consortium must submit a formal agreement that outlines the roles and responsibilities of each member of the Joint Venture/ Consortium, nomination of an authorised person to represent the Joint Venture or Consortium in all matters relating to this bid and the details of the bank account for payments to be affected.

2.10.6 No award will be made to a Trust/ Joint Venture/ Consortium that is not tax compliant at the finalisation of the award.

2.10.7 For verification purposes, each party must submit separate proof of TCS/ PIN / CSD number.

2.11 COMPLIANCE WITH TAX REQUIREMENTS

2.11.1 It is a condition of this bid that the tax matters of the successful bidder(s) are in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder’s tax obligations.

2.11.2 The Tax Compliance status requirements are also applicable to potential foreign bidders / individuals who wish to submit a bid.

2.11.3 Bidders are required to be registered on the Central Suppliers Database (CSD) which in turn shall verify the bidder’s tax compliance status through the CSD interfacing with SARS.

2.11.4 Where Consortia / Joint Ventures / Sub-Contractors are authorised to be involved, each party must be registered on the CSD, and their tax compliance status will be verified through the CSD or through SARS.

2.16 VALUE ADDED TAX (VAT):

2.16.1 All bid prices must be inclusive of all applicable taxes.

2.16.2 It is compulsory for a bidder to register for VAT under the following circumstances:

- Where the value of taxable supplies made in any consecutive 12-month period exceeded or is likely to exceed R1million; OR
- Where in terms of a written contractual obligation, the value of taxable supplies to be made in a 12-month period will exceed R1 million.

2.16.3 Bidders who meet the above requirement must register as VAT vendors, if successful, as soon as possible to avoid penalties from SARS.

2.16.4 A bidder may also choose to register voluntary for VAT if the value of taxable supplies made or to be made is less than R1 million but has, under certain circumstances, exceeded R50 000 in the past period of 12 months.

Very important note to bidders: VAT will not be included after an award of the bid or during contract management period. It is the responsibility of every bidder to correctly forecast whether they will require to register for VAT or not during the life of this contract based on the proposed bid amount AND the value of any other contracts that the bidder might have been awarded. Requests for the adjustment of the price will not be entertained

3. RECOMMENDATION AND APPOINTMENT OF BIDDERS

3.1 Once the evaluation process is complete there will be a recommendation report by the BEC to the Bid Adjudication Committee (BAC) which has the authority to either support (approve) or not support (not approve) the recommendation/s and appointment/s. On approval of the recommendation/s and appointment/s, the successful bidder(s) will be issued an appointment letter and the unsuccessful bidder(s) will be informed accordingly. The following paragraphs will be applicable when making a recommendation:

3.1.1 Tax Compliance Requirements

3.1.2 Multiple Award and Specific Award Conditions.

3.1.3 Bidder's previous performance will be taken into consideration which includes compliance to quality standards.

3.1.4 The State reserves the right to negotiate with the shortlisted bidders before or after the award. The terms and conditions for negotiations will be communicated to the shortlisted bidders before the invitation to negotiations. This phase is meant to ensure value for money is achieved through the measure of quality that will assess the monetary cost of the items or services against the quality and or benefits of that item or services.

3.1.5 Due Diligence: The State reserves the right to conduct due diligence before the final award or at any time during the transversal contract period and this may include pre-announced/ non-announced site visits. During the due diligence process, the information submitted by the bidder will be verified and any misrepresentation thereof may disqualify the bid in whole or parts thereof.

3.1.6 The State also reserves the right to conduct any evaluation verifications before the final award or at any time during the transversal term contract period.

3.2 Right of Award

The State reserves its following rights:

3.2.1 To award the bid in part or in full,

3.2.2 Not to make any award in this bid or accept any bids submitted,

3.2.3 Request further technical information from any bidder after the closing date,

3.2.4 Verify information and documentation of the bidder(s),

3.2.5 Not to accept any of the bids submitted,

3.2.6 To withdraw or amend any of the bid conditions by notice in writing to all bidders before closing of the bid and post-award, and

3.2.7 If an incorrect award has been made to remedy the matter in any lawful manner it may deem fit.

3.3 Certificates of Compliance

3.3.1 If the bidder submits offers for items that make reference to South African National Standards (SANS) or South African Bureau of Standards (SABS) or International Organization for Standardization (ISO) specifications, a Certificate of Compliance must be submitted with the bid document at the time of closing of the bid. SABS can be contacted for testing and conformity services at Tel: 031 203 2900/ Fax: 031 203 2907. SANS, SABS AND CKS specifications will be for the account of the prospective bidder. Failure to submit the certificate, where applicable, will result in the bid being disqualified. The Department reserves its rights to contact SABS for testing and conformity services.

3.3.2 Prior to an award of the bid being made and/or during the evaluation process, the Department of Health reserves the right to conduct inspections of the premises of the most acceptable bidder. Therefore, premises of the bidder shall be open, at reasonable hours, for inspection by a representative of the Department or organization acting on its behalf. Any specification/s and conformity testing will be for the account of the prospective bidder.

3.4 AWARD OF BID(S)

2.5.1. In an attempt to broaden participation in the market, the department will use section 2(1)(f) of Preferential Procurement Policy Framework Act to award this bid.

2.5.2. The Departmental Bid Adjudication Committees (DBAC) as delegated by the Accounting Officer, reserve a right to adjudicate this bid as a price list.

2.5.3. The Price Negotiations will be conducted with all responsive bidders in line with the pricing of the bidder who scored the highest points.

2.5.4. All bidders pricing will therefore be negotiated to a standardised price

3.5 APPEAL AGAINST THE BID AWARD

3.5.1 Notification of the intention to award the bid shall be in the same media that the bid was advertised unless there is another directive from National Treasury to publish on other platforms.

3.5.2 A bidder aggrieved by a decision of the Departmental Bid Adjudication Committee or Accounting Officer, or delegated official may lodge an appeal to the BID APPEALS TRIBUNAL (BAT) that is located at the KZN Treasury.

3.5.3 "The BAT finds its establishment in the Treasury Regulation 16A9.3 and Section 18(1) of the KwaZulu-Natal Supply Chain Management Policy Framework. Treasury Regulation 16A9.3 empowers National and Provincial Treasury to establish a mechanism to consider complaints and make recommendations for remedial actions to be taken for the non-compliance with the norms and standards. Section 18(1) of the KZN SCM Policy Framework empowers the MEC for Finance to establish an independent and impartial Bid Appeals Tribunal. In line with Paragraph 19 of the KZN SCM Policy Framework of 2006 the following procedure must be followed to lodge an appeal:

3.5.3.1 The bidder must, **within five (5) working days of receipt of the notification of an award**, deliver written notification of an intention to appeal.
3.5.3.2 The bidder may, together with the notification of intention to appeal under paragraph (2) of the KZN SCM Policy Framework, deliver a request for written reasons for the award of the said bid.
3.5.3.3 The address provided for the lodging of appeals is:

Email: batsecretariat@kzntreasury.gov.za

Addressed to: **The Chairperson: Bid Appeals Tribunal, Private Bag X9082, Pietermaritzburg, 3200.**

C. CONDITIONS OF CONTRACT

1. CONCLUSION OF CONTRACT

1.1 The Contract between the department and the preferred bidder (Service Provider), collectively referred to as the Parties, shall come into effect after the service provider has been issued with an unconditional letter of acceptance to their bid.

1.2 The Service Provider (s) shall be appointed in terms of this bid. The following will form part of the contract documents between the Parties as far as this **ZNB5640/2026-H** is concerned:

i) Bid Documents
ii) Letter of Appointment
iii) Award Documents
iv) Acknowledgement letter

1.3 If there is any contradiction between the abovementioned documents, the special conditions of the contract shall take precedence. The term “service provider “shall refer to the preferred bidder appointed in terms of the **ZNB5640/2026-H** contract.

2. SUPPLIER PERFORMANCE MANAGEMENT

2.1 Supplier performance management will be the responsibility of the purchasing institution and where supplier performance disputes cannot be resolved between the supplier and the relevant purchasing institution, the KZN Department of Health must be contacted for corrective actions.

2.2 A Supplier Performance rating form (to be provided for by the Department after the bid award) will be instituted, and every supplier must complete it to ensure good performance.

2.3 Successful suppliers will have their performance scored. The Department will provide a template that will be used to measure overall performance in terms of the contract. Suppliers who score an unacceptable performance rating may not be awarded future contracts of the same bid and may have the contract terminated before the end of the contract period.

3. MONITORING

3.1 Monitoring audits may be conducted periodically and randomly by the Department or by a service provider appointed by the State to determine continuous compliance to the products, services, and terms of the contract. The management of the various facilities will monitor the performance of contracted suppliers and maintain a report for compliance with the terms of this contract as follows:

i) Compliance with delivery lead times
ii) The services rendered and products supplied according to the contract.
iii) Compliance with reporting requirements according to the reporting schedule.
iv) Attendance of compulsory meetings with the participating institutions,

3.2 The Department may conduct a random audit(s) with or without prior appointment arrangements with the appointed Supplier(s).

4. UNSATISFACTORY PERFORMANCE

4.1 In amplification of paragraph 21; 22 and 23 of the GCC, unsatisfactory performance occurs when performance is not in accordance with the contract conditions.

4.1.1 The institution shall warn the Contractor by email that action will be taken in accordance with the contract conditions unless the Contractor complies with the contract conditions and delivers satisfactory supplies or services within a specified reasonable time (7 days minimum). If the Contractor does not perform satisfactorily despite the warning the institution will:

a) Take necessary and appropriate action such as termination of contract in terms of its delegated powers.

4.1.2 When correspondence is addressed to the Contractor, reference will be made to the contract number/item number/s and an explanation of the complaint.

5. RESTRICTION OF BIDDING

5.1 In the event that a service provider defaults in the rendering of the services as per the contract, the Department reserves the right to terminate the contract and the Accounting Officer may request the National Treasury to restrict the service provider from doing business with government. The restriction will be informed by the Treasury prescripts applicable at the time of the offence.

6. RIGHTS TO PROCURE OUTSIDE THE CONTRACT

6.1 The Department reserves the right to procure goods outside the contract in cases of urgency or emergency or if the quantities are too small to justify delivery costs, or if the goods are obtainable from another organ of State or if the Contractor's point of supply is not situated at or near the place where the goods are required or if the Contractor's goods are not readily available.

6.2 No provision in a contract shall be deemed to prohibit the obtaining of goods or services from a Department or local authority.

6.3 If contracted item/s become available from a National Treasury transversal contract, the Department reserve a right to cancel the contract with a winning bidder by giving thirty (30) days' notice if it is in the advantage and interest of the department to participate on transversal contract.

7. CONTRACTOR'S LIABILITY

7.1 In the event of the contract being cancelled by the Department in the exercise of its rights in terms of these conditions, the Contractor shall be liable to pay to the Department any losses sustained and/or additional costs or expenditure incurred as a result of such cancellation, and the Department shall have the right to recover such losses, damages or additional costs by means of set-off from moneys due or which may become due in terms of the contract or any other contract or from guarantee provided for the due fulfilment of the contract and, until such time as the amount of such losses, damages or additional costs have been determined, to retain such moneys or guarantee or any deposit as security for any loss which the Department may suffer or may have suffered.

7.2 The Contractor may be held responsible for any consequential damages and loss sustained which may be caused by any defect, latent or otherwise, in supply or service rendered or if the goods or service as a result of such defect, latent or otherwise, does not conform to any condition or requirement of the contract.

8. SEVERABILITY

8.1 The finding of any invalidity to any provision of the contract shall not render the whole contract a nullity. A court of law or arbitrator may sever the invalid provision and the remainder of the contract shall remain enforceable.

9. BREACH

9.1 Any termination notice referred to in GCC paragraph 23.1 shall be preceded by written notice requiring the defaulting party to remedy a breach of this contract within 14 days of the date of receipt of the notice.

9.2 If the defaulting party fails to remedy the breach within the 14 days, the aggrieved party shall be entitled without notice, in addition to any other remedy available to them at law or under this contract:

9.2.1 To claim specific performance of any obligation whether or not the due date for performance has arrived; or

9.2.2 To terminate this contract in accordance with paragraph 23.1 of the GCC, against the defaulting party, in either event without prejudice to the aggrieved party's rights to claim damages.

9.3 The Contractor shall immediately advise the Department of the same, upon which the Department shall, in its sole and absolute discretion, decide whether to proceed with this contract or to terminate forthwith. Failure by the Contractor to advise the Department of a conflict of interest shall amount to a material breach of this contract.

9.4 A Party shall be deemed to be in breach of this Contract should the Party fail to comply with any material provisions of this Contract.

9.5 The aggrieved Party shall be obliged to first attempt to settle the matter by way of consultation with the defaulting Party. If the consultation fails, then the aggrieved Party shall promptly give the defaulting Party fourteen (14) days written notice to remedy the breach. If the defaulting Party fails to comply with such notice, the aggrieved Party may, without prejudice to any other's right at law:

9.5.1 Cancel this Contract in the event the defaulting Party committed a material breach.
9.5.2 Claim specific performance by the defaulting Party if such is a competent remedy in the circumstance.
9.5.3 Claim damages suffered, as limited under this Contract.

10. SUSPENSION OF CONTRACT

10.1 The Department may temporarily suspend whole or part of the supplied goods by providing no less than 5 days written notice to the Contractor, who shall on receipt of such written notice immediately cease the supply the goods. The Department will indicate the date on which the contract will be resumed in the aforementioned notice. No suspension shall exceed a total of 90 days unless otherwise agreed to by the parties in writing.

10.2 When the supply of the goods is suspended, the Contractor shall be entitled to pro-rata payment for the goods already delivered and reimbursement of all costs incidental to the prompt and orderly suspension of the contract.

10.3 Suspension of the contract shall not prejudice or affect the accrued rights and liabilities of the parties as at the date of suspension.

11. GENERAL QUANTITIES AND ORDERS

11.1 No quantities are reflected in this bid as orders will be placed based on an 'as and when required" and no guarantee is given or implied as to the actual quantity/quantities which will be procured during the periodic contract.

12. INVOICES AND PAYMENTS

12.1 All invoices must be submitted in the original format.

12.2 All invoices submitted by the Contractor must contain the word "INVOICE" for non-VAT vendors or "TAX INVOICE" for VAT vendors only. VAT number must be reflected for VAT vendors.

12.3 A tax invoice shall be in the currency of the republic of South Africa and shall contain the following particulars:

i) The name, address and registration number of the supplier;
ii) The name and address of the recipient;
iii) An individual serialized number and the date upon which the tax invoice is issued;
iv) A description of the goods or services supplied;
v) The quantity or volume of the goods or services supplied
vi) The value of the supply, the amount of tax charged and the consideration for the supply; or
vii) Where the amount of tax charged is calculated by applying the tax fraction to the consideration for the supply and either the amount of the tax charged, or a statement that it includes a charge in respect of the tax and the rate at which the tax was charged.

12.4 A Contractor shall be paid by the institution concerned, in accordance with supplies delivered and services rendered. The goods must be accepted and signed off by the relevant delegated official.

12.5 Should a Contractor indicate a special discount on his/her account provided payment is made within a certain time, every effort shall be made to take advantage of such discount. Where discounts or rebates received by the Department, the Contractor to provide credit note.

12.6 Any query concerning the non-payment of accounts must be directed to the institution concerned. The following protocol will apply if accounts are queried:

a) Contact must be made with the officer-in-charge of Accounts Payable in the facility;
b) If there is no response from Accounts Payable, then
c) Director: Expenditure Management of the Department must be contacted.
d) Failing all of the above, the Contractor must contact the <u>Chief Director: Accounting Services</u> supplying the following details:

(i) Name/s of person/s contacted at the Institution and dates; and
(ii) Details of outstanding account.
(iii) The Chief Director: Accounting Services will then take the appropriate action.

12.7 The Institutions shall not be responsible for payment of any statutory increases in tariffs or imports or any fluctuations in foreign exchange rate for any item required Contractor, to realise its obligations in terms of this Contract. The rate of exchange, as agreed upon in this Contract is subject to review if stipulated within this contract and as agreed consented by both Parties.

13. CONTRACT VARIATIONS AND EXTENSION

13.1 Consideration for expansion, variation or extension of contract will be in line with National Treasury Instruction notes and the KZN Department of Health Policy and delegations

13.2 In amplification of paragraph 18 of the GCC, any amendments/variations, of the Contract shall come into effect in terms of the conditions contained in on "Contract Amendments/Variations Register". This register must be signed by the duly authorized signatories of winning bidder and the Head of Department: Health or his/her delegated official.

13.3 Contracted winning bidder shall not, in performing its obligation, vary from the terms and conditions stated in this Contract whether by way of addition thereto or by way of omission therefrom, without the prior written consent from the Department (Accounting Officer/delegated official), and no claim on the part of winning bidder for any extra payments on the grounds of any alterations or extra work will be entertained.

13.4 If, after the commencement of the contract, the cost or duration of the services is altered as a result of changes in, or in additions to, any statute, regulation or by-law, or the requirements of any authority having jurisdiction over any matter in respect of the contract, then the contract price and time for completion shall be adjusted in order to reflect the impact of those changes, provided that, within 14 days of first having become aware of the change, winning bidder shall furnish the Department with a detailed justification for the adjustment to the contract price.

14. CESSION OF CONTRACT

14.1 The Contract will be personal to the winning bidder, who shall not sub-let, assign, cede or make over the Contract or any part thereof, or any share of interest therein, to any other person without the written consent of the Department, and on such conditions as it may approve.

14.2 This sub-clause shall not apply to sub-contracts given to regular suppliers of winning bidder for materials and minor components relating to the services supplied. The Department reserves the right to require winning bidder to submit, for noting, the names of such sub-contractors to ascertain their registration on the Central Suppliers Database and they must be legal entities.

15. REMEDIES IN THE CASE OF DEATH, SEQUESTRATION, LIQUIDATION OR JUDICIAL MANAGEMENT

15.1 In the event of the death of a contractor or the provisional or final sequestration of his/her/their estate or of his/her/their cession or transfer of a contract without the approval of the Department or of the surrender of his/her/their estate or of his/her/their reaching a compromise with his/her/their creditors or of the provisional or final liquidation of a contractor's company/closed corporation or the placing of its affairs under judicial management, the Department may, without prejudice to any other rights it may have, exercise any of the following options

15.1.1 Cancel the contract and accept any of the bids which were submitted originally with that of the contractor or any offer subsequently received to complete the contract. In such a case the estate of the contractor shall not be relieved of liability for any claim which has arisen or may arise against the contractor in respect of supplies not delivered or work not carried out by the contractor, under the contract.

15.1.2 Allow the executor, trustee, liquidator or judicial manager, as the case may be, for and on behalf of and at the cost and expense of the estate of the contractor to carry on with and complete the contract.

15.1.3 For and on behalf of and at the cost and expense of the estate of the contractor, itself carry on with and complete the contract and in that event the Department may take over and utilize, without payment, the contractor's tools, plant and materials in whole or in part until the completion of the contract.

15.2 Executor, trustee, liquidator or judicial manager of the contractor's estate and should the said executor, trustee, liquidator or judicial manager fail within 14 days of the dispatch of such notice to make provision to the satisfaction of the Department for the fulfilment of such requirements, or should no trustee, liquidator or judicial manager be appointed within 14 days of the occurrence mentioned in paragraph 15.1, the Department may apply any remedy open to it in terms of the contract as if a breach thereof had taken place.

16. DISPUTE RESOLUTION

16.1 If any dispute arises between the Department and Contractor, in connection with the Specification and deliverables, either party may give the other notice in writing of the existence of such dispute, and the same shall thereupon be referred to arbitration in South Africa by a person mutually agreed upon by both parties. The submission shall be deemed to be a submission to arbitration within the meaning of the terms of the arbitration laws in force in the Republic of South Africa.

17. OFFERING OF COMMISSION OR GRATUITY

17.1 If the Contractor, or any person employed by him, is found to have either directly or indirectly offered, promised or given to any office bearer of the Department or person in the employ of the Department, any commission, gratuity, gift or other consideration, the Department shall have the right, summarily and without recourse to law and without prejudice to any other legal remedy which it may have in regard to any loss or additional cost or expenses, to cancel the Contract without paying any compensation to the Contractor.

18. IRREGULARITIES

18.1 Companies are encouraged to advise the Department of Health timeously of any possible irregularities which might come to their notice in connection with this or other contracts.

19. DOMICILLIA CITANDI ET EXECUTANDI

For the purpose of this contract, the parties choose their respective *domicillia citandi* et executandi as follows:

19.1 The Department Physical and Postal Address:

Department Name	The KwaZulu-Natal Department of Health
Physical Address	Natalia Building, 330 Langalibalele Street, Pietermaritzburg, 3201
Postal Address:	Private Bag X9051, Pietermaritzburg, 3200
Telephone numbers	033 – 395 2111

19.2 The Contractor or Bidder Physical and Postal Address:

Bidder/ Contractor Name:	
Physical Address:	
Postal Address:	
Telephone numbers:	
Email Address:	

19.3 Change of Address

19.3.1 The parties hereby choose domicilium citandi et executandi for all notices and processes to be given and served in pursuance hereof at their respective addresses given on the first page of this Contract

19.3.2 Bidders must advise the Department of Health's Central Supply Chain Management Unit, Contract Section, should their ownership and/or address (domicilium citandi et executandi) details change from the time of bidding to the expiry of the contract.

20. UTILISATION OF THE PANEL OF SERVICE PROVIDERS

20.1 Utilisation of the approved list will be on a CASE BASIS as and when there is a requirement for services, on a rotational basis

ZNB 5640/2026-H:

APPOINTMENT OF A PANEL OF SERVICE PROVIDER(S) TO RENDER AEROMEDICAL SERVICES THROUGHOUT THE PROVINCE OF KWAZULU-NATAL FOR THE PROVINCIAL DEPARTMENT OF HEALTH (DOH) ON A CASE PER CASE BASIS: THREE (3) YEAR CONTRACT

SBD3.1

PRICING SCHEDULE – FIRM PRICES (PURCHASES)

NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED.

*PRICES OFFERED ON THIS FORM **MUST** BE **INCLUSIVE** OF ALL APPLICABLE TAXES (e.g., VAT)*

Name of bidder……………………………………..................	Bid number: **ZNB 5640/2026-H**
Closing Time 11:00	Closing Date: **01 October 2026**

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

ITEM: FIXED WING (AEROPLANE)

1) SINGLE FLAT ALL INCLUSIVE FLYING TIME HOURLY RATE IN **RSA CURRENCY INCLUSIVE OF VAT** including variable cost elements such as spare parts, fuel and oil, maintenance and labour and other general variable costs.

R...

Amount in words

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Required by: KZN DEPARTMENT OF HEALTH

-At: **EMERGENCY MEDICAL SERVICES**

…………………………	………………..	………………………	………………
(Signature of Bidder)	Date	(Signature of Witness)	Date

PRICING SCHEDULE – FIRM PRICES (PURCHASES)

NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED.

*PRICES OFFERED ON THIS FORM **MUST** BE **INCLUSIVE** OF ALL APPLICABLE TAXES (e.g., VAT)*

Name of bidder……………………………………..................	Bid number: **ZNB 5640/2026-H**
Closing Time 11:00	Closing Date: **01 October 2026**

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

ITEM: TWIN ENGINE HELICOPTER

1) SINGLE FLAT ALL INCLUSIVE FLYING TIME HOURLY RATE IN **RSA CURRENCY INCLUSIVE OF VAT** including variable cost elements such as spare parts, fuel and oil, maintenance and labour and other general variable costs.

R...

Amount in words

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Required by: KZN DEPARTMENT OF HEALTH

-At: **EMERGENCY MEDICAL SERVICES**

…………………………	………………..	………………………	………………
(Signature of Bidder)	Date	(Signature of Witness)	Date

PRICING SCHEDULE – FIRM PRICES (PURCHASES)

NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED.

*PRICES OFFERED ON THIS FORM **MUST** BE **INCLUSIVE** OF ALL APPLICABLE TAXES (e.g., VAT)*

Name of bidder…………………………………….................	Bid number: **ZNB 5640/2026-H**
Closing Time 11:00	Closing Date: **01 October 2026**

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

ITEM: SINGLE ENGINE HELICOPTER

1) SINGLE FLAT ALL INCLUSIVE FLYING TIME HOURLY RATE IN RSA CURRENCY INCLUSIVE OF VAT includes variable cost elements such as spare parts, fuel and oil, maintenance and labour and other general variable costs.

R...

Amount in words

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Required by: KZN DEPARTMENT OF HEALTH

-At: **EMERGENCY MEDICAL SERVICES**

………………………… (Signature of Bidder)	……………….. Date	……………………… (Signature of Witness)	……………… Date