



Province of the
EASTERN CAPE
DEPARTMENT OF HEALTH

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	SCMU3-22/23-0634-HO	CLOSING DATE:	20 DECEMBER 2022	CLOSING TIME:	11:00
DESCRIPTION	PROVISION OF AN APPROPRIATELY CONFIGURED AIR AMBULANCE (HELICOPTER) PROGRAMME WITHIN THE PROVINCE OF THE EASTERN CAPE FOR A PERIOD OF THIRTY SIX (36) MONTHS.				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
Supply Chain Management Unit					
Department of Health					
Ground Floor - Global Life Building,					
Phalo Avenue					
Bhisho					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Philasande Mtheleli		CONTACT PERSON	Philasande Mtheleli	
TELEPHONE NUMBER	040 608 9501		TELEPHONE NUMBER	040 608 9501	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	Philasande.mtheleli@echealth.gov.za		E-MAIL ADDRESS	Philasande.mtheleli@echealth.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:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX]		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX]
	<input type="checkbox"/> Yes <input type="checkbox"/> No				<input type="checkbox"/> Yes <input type="checkbox"/> 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?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONAIRE 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, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

2. TAX COMPLIANCE REQUIREMENTS

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

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


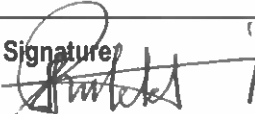
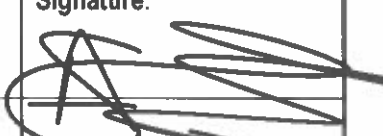


SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

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

DATE:

DOCUMENT CONTROL SHEETS
SCMU3-22/23-0123-H0

Revision			
Drafted By	Date: 25/11/2022	Name: Mr D. Francis	Signature: 
Reviewed By	Date: 25/11/2022	Name: Mr P. Mtheleli	Signature: 
Recommended Programme Manager by:	Date: 25/11/2022	Name: Mr A.K. Munilal	Signature: 
Approved Specification Committee By:	Date: 25/11/2022	Name: Mr A.K. Munilal	Signature: 
Advert Approved By:	Date: 25/11/2022	Name: Mr P. Mtheleli	Signature: 

1 TABLE OF CONTENTS

Invitation to Bid (SBD 1)

Part 1 – Conditions of Bid

Part 2 – Conditions of Contract and Operational Requirements

Part 3 – Bid Strategy

Part 4 – Specifications

Part 5 – Bid Forms and related documentation

Schedule A – Government Procurement: General Conditions of Contract

Schedule B –

Schedule C – Pricing Schedule (SBD 3.1 & 3.2)

Schedule D– Declaration of Interest (SBD 4)

Schedule E(i) – Qualifications and experience

Schedule E (ii)– Organization type

Schedule F– Organizational Structure

Schedule G – Details of Bidder's nearest office

Schedule H– Financial Particulars

Schedule I– Preference Points Claim Forms (SBD 6.1)

2 DEFINITIONS

The rules of interpretation and defined terms contained in the General Conditions of Contract (GCC) shall apply to this invitation to bid unless the context requires otherwise.

In addition the following terms used in this invitation to bid shall, unless indicated otherwise, have the meanings assigned to such terms in the table below.

ECDoh	means the Eastern Cape Department of Health acting for and on behalf of the Eastern Cape Provincial Government;
Invitation to bid	means this invitation to bid comprising <ul style="list-style-type: none">○ The cover page and the table of content and definitions○ Part 1 which details the Conditions of Bid;○ Part 2 which details the Conditions of Contract and Operational Requirements;○ Part 3 which details the bid strategy○ Part 4 which details the Specifications relating to the Technology / Services○ Part 5 which contains all the requisite bid forms and certificates; As read with GCC – <i>General Conditions of Contract</i>
Services	means the services defined on the cover page of this invitation to bid and described in detail in the Specifications;
Specifications	means the specifications contained in Part 4 of this invitation to bid;

PART 1

Conditions of Bid

1 BACKGROUND AND INTRODUCTORY PROVISIONS

Refer to Part 3 of this invitation to bid for background and introductory information relating to the Services and this invitation to bid.

2 OFFER AND SPECIAL CONDITIONS

Without detracting from the generality of clause 0 below, Bidders must submit a completed and signed bid form (SBD 1) (attached as Part 5) with its bid. Bidders must take careful note of the special conditions attached as Part 5

All bids submitted in reply to this invitation to bid should incorporate all the forms, parts, certificates and other documentation forming part of this invitation to bid, duly completed where required.

In the event that any form or certificate provided in Part 5 of this invitation to bid does not have adequate space for the bidder to provide the requested details, the bidder should attach an annexure to such form or certificate on which the requested details should be provided and the bidder should refer to such annexure in the form or certificate provided.

The successful bidder will provide all indemnities, insurances and maintenance requirements.

3 CLOSING TIME OF BIDS AND PROVISIONS RELATING TO SUBMISSION OF BIDS

The closing time for the receipt of bids in response to this invitation to bid is detailed on the cover page of this invitation to bid.

All bids must be submitted in a sealed envelope bearing the bid number, bid description and closing date.

All bids must be received before the closing time and date stipulated above and must be posted to or deposited in the bid box at the address detailed on the cover page of this invitation to bid.

4 ENQUIRIES

Should any bidder have any enquiries relating to this invitation to bid, such enquiries may only be addressed to the person/s detailed on the cover page to this invitation to bid at the number/s stipulated.

5. BID BRIEFING

Compulsory Bid briefing meeting will be held at: **ECDoH Call Centre Boardroom B, King Tourism Centre, Aquarium Road, Next to Virgin Active, East London** on the **6th December 2022 at 11h00.**

Bidders will be required to sign the attendance register on the date of the visit. Signature of the attendance register will constitute proof of compliance with this condition.

6 PREFERENCE POINTS CLAIM FORMS

Part 5 – Schedule K contains the Preference Points Claim Forms to be completed and signed by the bidder to the extent applicable and returned with its bid.

7 PRICING

The bidder must submit details regarding the bid price for the Services on the Pricing Schedule form/s attached as Part 5 – Schedule C which completed form/s must be submitted together with the bid documents.

Pricing must be stipulated **INCLUSIVE OF VALUE ADDED TAX AND CONTINGENCIES.**

It is an express requirement of this invitation to bid that the bidders provide some transparency in respect to their pricing approach. In this regard, bidders must indicate the basis on which they have calculated their pricing by completing all aspects of the Pricing Schedule form Part 5 – Schedule C.

8 PARTNERSHIPS AND LEGAL ENTITIES

In the case of the bidder being in partnership, close corporation or a company any certificate reflecting the names, identity numbers and address of the partners, members or directors must be submitted with the bid. These details should be submitted on the form attached as Part 5 – Schedule G.

9 CONSORTIUM

It is recognized that bidders may wish to form consortium to provide the Services.

A bid in response to this invitation to bid by a consortium shall comply with the following requirements:-

It shall be signed so as to be legally binding on all consortium members;

One of the members shall be nominated by the others as authorized to be the lead member and this authorization shall be included in the agreement entered into between the consortium members;

The lead member shall be the only authorized party to make legal statements, communicate with the ECDoh and receive instructions for and on behalf of any and all the members of the consortium;

A copy of the agreement entered into by the consortium members shall be submitted with the bid.

10 **ORGANISATIONAL PRINCIPLES**

The Bidder should submit a clear indication of the envisaged organizational principles, procedures and functions for effective Service operations together with the bid. These details should be submitted on the form attached as Part 5 – Schedule H.

11 **DECLARATION OF INTEREST**

The bidder should submit a duly signed declaration of interest (SBD 4) together with the bid. The declaration of interest is attached as Part 5 – Schedule D.

12 **TAX CLEARANCE**

The bidder should ensure that tax status is compliant and updated on the Central Supplier Database (CSD).

13 **DETAILS OF THE PROSPECTIVE BIDDERS' NEAREST OFFICE TO THE LOCATION OF THE CONTRACT**

The bidder should provide full details regarding the bidders nearest office to the premises at which the Services are to be provided (see Parts 3 and 4 of this invitation to bid). These details should be provided on the form attached as Part 5 – Schedule I which completed form, must be submitted together with the bid.

14 **FINANCIAL PARTICULARS**

Bidder must provide full details regarding its financial particulars and standing, which particulars should be submitted together with the bid on the form attached as Part 5- Schedule J.

15 **VALIDITY**

Bid documentation submitted by the bidder will be valid and open for acceptance for a period of **One hundred and twenty (120)** calendar days from the closing date and time stipulated on the front cover of this invitation to bid.

16 **ACCEPTANCE OF BIDS**

The Eastern Cape Department of Health, the Bid Adjudication Committee does not bind itself to accept either the lowest or any other bid and reserves the right to accept the bid which it deems to be in the best interest of the ECDoH of certain requirements which ECDoH considers to be of minor importance and not complied with by the bidder.

17 **NO RIGHTS OR CLAIMS**

Receipt of the invitation to bid does not confer any right on any party in respect of the Services or in respect of ECDoH. The ECDoH reserves the right, in its sole discretion, to withdraw by notice to bidders any Services or combination of Services from the bid process, to terminate any party's participation in the bid process or to accept or reject any response to this invitation to bid on notice to the bidders without liability to any party. Accordingly, parties have no rights,

expressed or implied, with respect to any of the Services as a result of their participation in the bid process.

Neither the ECDoH, nor any of their respective directors, officers, employees, agents, representatives or advisors will assume any obligations for any costs or expenses incurred by any party in or associated with any appraisal and/or investigation relating to this invitation to bid or the subsequent submission of a bid in response to this invitation to bid in respect of the Services or any other costs, expenses or liabilities of whatsoever nature and howsoever incurred by bidders in connection with or arising out of the bid process.

18 NON DISCLOSURE, CONFIDENTIALITY AND SECURITY

The invitation to bid and its contents are made available on condition that they are used in connection with the bid process set out in the invitation to bid and for no other purpose. All information pertaining to this invitation to bid and its contents shall be regarded as restricted and divulged on a "need to know" basis with the approval of the ECDoH.

In the event that the Bidder is appointed pursuant to this invitation to bid such Bidder may be subject to security clearance prior to commencement of the Services.

19 ACCURACY OF INFORMATION

The information contained in the invitation to bid has been prepared in good faith. Neither the ECDoH nor any of their respective directors, advisors, officers, employees, agents, representatives make any representation or warranty or give any undertaking express or implied, or accept any responsibility or liability whatsoever, as to the contents, accuracy or completeness of the information contained in the invitation to bid, or any other written or oral information made available in connection with the bid and nothing contained herein is, or shall be relied upon as a promise or representation, whether as to the past or the future.

This invitation to bid may not contain all the information that may be required to evaluate a possible submission of a response to this invitation to bid. The bidder should conduct its own independent analysis of the operations to the extent required to enable it to respond to this bid.

20 COMPETITION

Bidders and their respective officers, employees and agents are prohibited from engaging in any collusive action with respect to the bidding process which serves to limit competition amongst bidders.

In general, the attention of bidders is drawn to Section 4(1) (iii) of the Competition Act 1998 (Act No. 89 of 1998) (the Competition Act) that prohibits collusive bidding.

If bidders have reason to believe that competition issues may arise from any submission of a response to this bid invitation they may make, they are encouraged to discuss their position with the competition authorities before submitting response.

Any correspondence or process of any kind between bidders and the competition authorities must be documented in the responses to this invitation to bid.

21 **RESERVATION OF RIGHTS**

Without limitation to any other rights of the ECDoH (whether otherwise reserved in this invitation to bid or under law), the ECDoH expressly reserves the right to: -

Request clarification on any aspect of a response to this invitation to bid received from the bidder, such requests and the responses to be in writing;

Amend the bidding process, including the timetables, closing date and any other date at its sole discretion;

Reject all responses submitted by bidders and to embark on a new bid process.

The ECDoH reserves the right to award the bid to more than one bidder

22 **EVALUATION PROCESS**

The bid will be evaluated in four (4) stages; Stage 1: Administrative Responsiveness, Stage 2: Non-Negotiable / Mandatory Requirements, Stage 3: Functionality/Technical Evaluation and Stage 4: Price and Preference Point Scoring.

23 **^{1ST} STAGE: ADMINISTRATIVE RESPONSIVENESS**

The purpose of the Administrative Evaluation Stage is to determine which bid responses are compliant and non-compliant with the bid specifications issued by the ECDoH as part of the bid process.

The following criteria shall apply:

1	The bid documentation has been completed comprehensively and correctly
2	Bidders must complete and sign SBD forms (4, 6.1)
3	Bidder must be a legal entity or partnership (consortiums are acceptable subject to Paragraph 9 of Part 1 Conditions of Bid).
4	Bidders must be registered with Central Supplier Database (CSD) and have compliant tax status

24. 2nd STAGE: NON-NEGOTIABLE / MANDATORY REQUIREMENTS

Bidders will be evaluated on the following requirements. Full compliance with non-negotiables / mandatory requirements must be achieved. Failure to comply with any of the non-negotiable requirements will invalidate the bid.

NO.	NON-NEGOTIABLE REQUIREMENTS
1	Bidders must submit the completed and signed SBD1 (Invitation to Bid)
2	Bidders must have attended the compulsory Bid Briefing & Information Meeting and be recorded as such in the bid briefing register
3	Bidders must submit a current PART 127 (Commercial air transport and general aviation operations: Helicopters) license in terms of regulations stipulated by the South African Civil Aviation Authority (SACAA)
4	Bidders must submit a current PART 138 (Air ambulance operations) license, with G7 endorsement in terms of regulations stipulated by South African Civil Aviation Authority (SACAA). The Part 127 Commercial helicopter license and Part 138 Air Operations Certificate must be in the name of the bidder
5	Pilot license with 1000 hours flying time accredited by South African Civil Aviation Authority (SACAA)
6	Comprehensive Third-Party Insurance cover (for All Crew and passengers/passients)

NB: Failure to comply with (including non-submission) of the requirements above will invalidate the bid and result to disqualification of the bidder.

25 3rd STAGE: FUNCTIONALITY/TECHNICAL EVALUATION

Bidders are required to refer to **Part 4B** of the document and respond to specifications, for evaluation of compliance.

Bidders' compliance will be tested against submitted documents and furthermore, the Bid Evaluation Committee will conduct in-loco inspections to validate the information submitted.

For bidders to go through to the next stage of evaluation; 100 % would need to be obtained.

26. 4TH STAGE: PRICE AND BBBEE SCORING

The bid will be evaluated in terms of the 90/10 points system as stipulated in the Preferential Procurement Regulations 2017. The bid will be evaluated in terms of the 90/10 points system as stipulated in the Preferential Procurement Regulations, 2017. 90 points where applicable will be allocated for price and 10 points for attaining the B-BBEE status level of contributor.

NB: Bidders are required to, together with their bid submit original and valid SANAS Accredited B-BBEE status level verification certificates or certified copies to substantiate their B-BBEE claims.

A Bid will not be disqualified from the bidding process if the bidder does not submit a certificate substantiating the B-BBEE status level of contribution or is a non-compliant contributor. Such a bidder will score 0 out of 10 points for B-BBEE.

B-BBEE Status Level of Contributor	Number of points (90/10 system)
1	10
2	09
3	06
4	05
5	04
6	03
7	02
8	01
Non- compliant contributor	0

PART 2

Conditions of Contract and Operational Requirements

1 CONTRACT

The contract for the provision of the required Services in terms of this invitation to bid shall come into being on the date of issue of the letter of acceptance and signing of service legal agreement of the bidders bid by the ECDoh or any other authorized authority or person (as the case may be). The duration of contract is 36 months.

2 FEES AND CHARGES

In consideration of the Services the contractor shall be paid the fees stipulated in the completed Bid Price Schedule attached as Part C – Schedule 5, which fees shall be paid in accordance with the payment provisions contained in the (GCC) General Conditions of Contracts.

The stipulated bid prices shall be fixed (firm) for the First (1) year of the contract. For the second and third years, an escalation rate will be negotiated in conjunction with CPI between the successful bidders and the ECDoh.

Payment of any consideration in terms of the contract shall not constitute acceptance of any defective or non-conforming Services or otherwise relieve contractor of any of its obligations under the contract.

To the extent that the ECDoh disputes the correctness, nature, extent or calculation of any fees or expenses payable to contractor in terms of the contract, ECDoh shall be entitled to withhold payment of such disputed amounts until such time as such dispute is resolved.

3 SOUTH AFRICAN CIVIL AVIATION ACT AND REGULATIONS

The contractor shall comply fully with the provisions of South African Civil Aviation Act and Regulations

4 OCCUPATIONAL HEALTH AND SAFETY

In this clause the term "Act" shall mean the Occupational Health & Safety Act, No. 85 of 1993, as amended from time to time, (including any act which may take its place should it be repealed during the currency of the agreement between the parties) as read with all regulations and standards promulgated in terms of the former Machinery and Occupational Act, No 6 of 1983, as amended, and all regulations & standards promulgated in terms of the Occupational Health & Safety Act from time to time;

The contractor:-

acknowledges that it is fully aware of the terms and conditions of the Act;

acknowledges that it is an employer in its own right with duties and responsibilities as prescribed in the Act;

agrees to ensure that all Services shall be performed and all equipment shall be used in accordance with the provisions of the Act,

accepts accountability for its employees and sub-contractors to the extent that such employees and sub-contractors (including any other personnel) contravene the provisions of the Act;

The contractor shall appoint a duly authorized representative to ensure the discharge of its duties in terms of Section 16(1) and (2) of the Act for the term of the contract.

The parties acknowledge and agree that the contract shall constitute an agreement as contemplated in Section 37(2) of the Act.

5 SERVICE LEVEL AGREEMENT

It is recorded that the ECDoH and the service provider may from time to time agree in writing to additional quality requirements and standards relating to the Services together with performance measurement provisions, which quality requirements, performance measurement provisions shall be reduced to writing in a service level agreement and signed by both parties.

5.1 MANAGEMENT OF AEROMEDICAL SERVICES

An Aero medical management committee (AMC) will be appointed to manage the service.

The AMC is to consist of the following people:

Four (4) representatives from ECDoH being:

- Director of EMS or his/her designate
- Deputy Director: Operations of EMS or his/her designate
- EMS Station Manager: Operations
- An Aero medical Paramedic representative
- Two (2) representatives of the successful bidders

The AMC will meet once a quarter, and will inter alia, continuously monitor and reassess the criteria and protocols of the service in the best interest of the patients.

Medical Direction of the service is vested solely in the Director of EMS on behalf of the administration and patient care during transit is under the sole control of and is the sole responsibility of EMS personnel.

Matters of mutual interest will be decided upon from time to time by the AMC. This includes but is not limited to training issues. Operational procedures will be mutually agreed upon and may be revised from time to time by the AMC.

Medical and communications equipment may be revised from time to time by mutual agreement by the AMC

6 BREACH AND TERMINATION

Bidders are referred to Paragraph 21, 23 and 25 of GCC relating to failure to comply with conditions of this contract and delayed execution.

7 LOSS AND DAMAGE

Contractor hereby indemnifies the State, /ECDoH/ Institution and will hold the State harmless/ECDoH/institution, against any loss or damages which the State may suffer, or any claims lodged against the State by any third party arising out of or relating to any loss that the State or such third party may suffer as a result of, or arising out of any act or omission of any personnel of contractor or the failure of contractor to provide the Services in accordance with the provisions of the contract.

8 TRANSFER MANAGEMENT

Upon termination of the contract for whatever reason, the contractor shall assist the ECDOH to transfer any assets belonging to the ECDOH to be returned to the ECDOH or to another service provider appointed by the ECDOH. Without detracting from the generality of this obligation, contractor shall, to the extent required by the ECDoH, provide the ECDoH or the third party service provider with that this obligation shall not oblige contractor to deliver any documentation which is proprietary or confidential to contractor.

9 SUB-CONTRACTORS

Contractor may only sub-contract its obligations under the contract with the prior written consent of the ECDoH (or any other authorized authority) and then only to a person and to the extent approved by the ECDoH or such authority and upon such terms and conditions as the ECDoH or such authority require. It is recorded that where such consent is given the contractor shall remain liable to ECDoH for the performance of the Services.

PART 3

Bid Strategy

1. INTRODUCTION

The Department of Health, Eastern Cape seeks to procure services for the provision of Helicopters to be utilized as Dedicated Air Ambulances for the primary purpose of conveying patients by air and or secondary transportation of doctors/healthcare professionals for outreach for a period of thirty-six (36) months based in three areas; Gqeberha, East London and Mthatha.

The bid will be awarded per area to three (3) service providers. A bidder awarded Area 1 or 2 will not be considered for other areas unless the number of recommended bidders is less than 3.

The department reserves the right to enter into price negotiations.

2. BACKGROUND

An Aeromedical Response and Patient Evacuation Service (the service), will require three (3) rotary aircrafts (helicopters) which will be requisitioned for a minimum period of thirty (30) hours per month. The Aeromedical service will offer an Air Ambulance Service on a daily basis to attend to medical emergencies, including the ferrying of health professionals to remote rural areas. The aircraft is to be available seven days a week, 365 days a year, with a dedicated pilot on-site and able to fly the machine to respond immediately to any place in the Eastern Cape Province or outside the province to attend to medical emergencies by utilizing two medical attendants with the applicable equipment to the scene of need, and be able to transport one/two (child and mother) together to the most appropriate medical establishment determined by the delegated departmental official or referring doctor. Usage will be directed at responses to medical emergencies (primary and secondary), disaster management rescue, and to evacuate such patients to fixed medical facilities, as well as the inter-hospital transfer of patients.

PART 4

Specifications

A. SCOPE

An Aeromedical Response and Patient Evacuation Service (the service), will require rotary aircraft (helicopters) which will be requisitioned to be constantly and consistently available to the ECDOH. Interested parties must be appropriately registered with the South African Civil Aviation Authority (SACAA). The Aeromedical Response service will offer an Air Ambulance Service on a daily basis 365 days a year to attend to medical emergencies and where the need exists, ferry medical personnel to rural areas. The aircraft is to be available seven (7) days a week (with the understanding that helicopters may only be utilized during the day), with a dedicated pilot as well as a Flight Paramedic and partner per helicopter on-site and able to fly the machine to respond immediately to any place in the Eastern Cape Province or outside the province. In cases of incubator transfers, the aircraft must be able to transport two persons (child and mother) together with the two medical attendants, to the most appropriate medical establishment determined by the delegated departmental official or the referring doctor. Usage will be directed at responses to medical emergencies (primary and secondary), disaster management, and rescue incidents as well as the inter-hospital transfer of patients. The ECDOH reserves the right to at any-time request "The Provider", to fly medical personnel to incidents / health facilities that may require their expertise and intervention.

B. AUTHORITY

The helicopters will be under the complete sole disposal and authority of the Emergency Medical Services (EMS) of the Eastern Cape Department of Health ("the Administration"), and may not be made available to any other person or organization without prior approval from the Head of Department (HOD) and/or Director: EMS or a designated official.

C. CONTRACT PRICING

The tender/ bid pricing must be stipulated as a single flat hourly rate, or as a sliding scale of hourly rate. The stipulated monthly required rate is 30 hours per month, thereafter a reduced rate, working on 5 hourly increments must be applied. The bidder must quote a firm hourly rate priced at a fixed rate for the first (1) year of the contract period. There is a 30 hour/month guarantee payment. Bidders must also stipulate pricing structure for the second and third years (as per pricing schedule).

D. AVAILABILITY OF SERVICE

The helicopters will be available for daylight flying only.

Medical personnel from the ECDOH will be available as part of the crew on the aircraft.

E. SCOPE OF OPERATION

The service is intended to cater for the emergency medical needs of the population of the Eastern Cape in need of the service for medical evacuation.

F. OPERATIONAL SPECIFICATION / AIRCRAFT REQUIREMENT

- 1.1 An air ambulance-configured helicopter will be required to enable emergency medical responses and patient evacuation service by air.
- 1.2 The service offered must be a clearly defined schedule in terms of:
 - 1.2.1 Helicopters should be CAA certified with proof of maintenance schedule as required by CAA. Bidders are required to indicate the helicopter type and their CAA license.
 - 1.2.2 Pilot/s complying to requirements of the Civil Aviation Act.
 - 1.2.3 Aircraft interior configurations should be 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.
 - 1.2.4 In the event that the helicopter is unavailable or reasonably expected to be unavailable for a period equal to or greater than seventy-two (72) consecutive hours, due to maintenance and/or repair requirements, the successful bidder will ensure that a backup helicopter, meeting the stipulated requirements is made available for the duration of the original helicopters downtime.
 - 1.2.5 Aircraft operating conditions and restrictions,
 - 1.2.6 Aircraft maintenance schedule.
 - 1.2.7 Adequate insurance and indemnity will be required in respect of all persons who are flying in the helicopter.
 - 1.2.8 Personnel of the administration as well as any approved person (approved by ECDOH) utilizing the service, equipment supplied or installed.
2. A maximum time from receipt of notification to respond until time of take-off (mobilization time) ten (10) minutes, is to be guaranteed.
3. Conversion modification must allow utilization of Emergency Pre-Hospital equipment which may be revised from time to time and must be able to accommodate the pilot, patient/s (Mother and Child), 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,

4. All aircrafts must be able to accommodate radio communication equipment dedicated to function on all EMS radio channels without interruptions and in such a way that EMS communication does not interfere with the communication provided and installed according to SACAA requirements, Push-To-Talk technology is currently used by ECDOH EMS and must be seamlessly integrated into the GSM communication system.
5. Competent and appropriately qualified licensed engineers must maintain the aircraft/s, All Aircraft provided at their bases of operation must be maintained at the base holding aircraft maintenance organization (AMO) certified and valid NOSA and/or applicable ISO rating.
6. The successful bidder will be required to facilitate initial and recurrent training of EMS staff in aircraft-related operations, facilities for storage of medical equipment, crew rooms and parking facilities for EMS staff, and sluice / waste disposal facilities as per South African Civil Aviation Authority compliance requirements.

7. DURATION OF CONTRACT

The service will commence on the date soon upon which the bid is awarded, and shall continue for a period of 36 months with the ECDOH.

8. THE HELICOPTER AND THE CONTENTS

The successful bidder will provide:

- 8.1 A helicopter with a pilot based and hangered at a suitable place as described in the Scope of Practice.
- 8.2 Air Ambulance configured to accommodate an approved patient stretcher system, fixed oxygen outlet points, and radio communication equipment.

The patient stretcher, the oxygen delivery system between tanks and the outlet points must be approved by EMS and the South African Council of Aviation Authority

- 8.3 Branding will require the colors and stripes used by EMS and clear identification of the ECDOH,
- 8.4 All indemnities, insurance, and maintenance requirements.

9. MANAGEMENT

The Call Centre will control all aspects of aircraft dispatch and flight. All requests for the service will be channeled through these centres, of which the ECDOH will be the custodian.

The helicopter will be under the sole and exclusive command and control of the Director and or designee and dispatch will be prioritized solely on medical criteria as defined by the AMC,

Medical Direction of the service is vested solely in the Director on behalf of the administration and the patient care during transit is under the sole control of and is the sole responsibility of the aircraft medical personnel,

Matters of mutual interest will be decided upon from time to time by the AMC. This includes but is not limited to training issues.

The pilot will be responsible for all flight matters and his decisions in this regard are final when the aircraft is airborne.

10. FINANCIAL ADMINISTRATION

Bids should provide precise details of cost to the administration of providing a helicopter for the service in terms of cost per flying hour with no limitation on maximum usage by the administration. If the minimum hours have been exceeded, then a reduced rate will be applicable, as negotiated between the bidder and ECDOH. **All 3 helicopters will receive a guaranteed 30 hours flying time per month. The unutilized hours from the allocated 30 hours guaranteed must be carried over to the following month.**

11. GROUNDING AWAY FROM THE AIRPORT OR THE IDENTIFIED OPERATING AREA

Should the helicopter be grounded away from the hangared area for any reason and for any length of time, ECDOH will not be liable for any cost in consequence thereof, except as may be provided for below;

- If the grounding is due to bad weather or other similar cause outside the responsibility of the successful bidder, ECDOH will, bear the costs that are not covered by the successful bid's insurance, cover costs of:
- Accommodation and meals must be provided in respect of the air crew staff and the patient. This may include but not limited to medical care and transportation of that patient, through other means if possible.

If the grounding is due to machine failure or any other cause which is within the responsibility of the successful bidder, then EMS can claim all cost from the successful bidder, including but not limited to cost of:

- All the meals if grounding is overnight

- All accommodation if the grounding is overnight
- Transportation of the patient to the originally intended facility, or if in the opinion of the Director/medical personnel that patient care will be compromised by the delay resulting from the grounding.

12. MARKING

A red "Star of Life" on the underside and sides of the body of the helicopter.

A "STAR OF LIFE" logo upon the boot and another on the opposite side, to the size agreed to beforehand and which will be approved by the Director EMS, or his/or her delegated official.

The legend "Eastern Cape Emergency Medical Service" in black lettering of the size and in the font normally used by EMS on its ambulances must be accommodated in an aesthetically pleasing manner,

An ambulance logo upon the nose of the helicopter. The EMS emergency contact number "112" is to be displayed on both sides. The ECDOH logo on the sides and rear fin of the helicopter.

13. CO-OPERATION

As this is a funding initiative of the ECDOH, the ECDOH will be recognized as the client. Both parties will display the highest degree of good faith towards one another, make full disclosure of information relating to the service to one another and co-operate in all matters relating to the service.

Bidders must have experience of operation from unmanned landing zones and landing at various hospitals.

Bidders must be capable of operating; at any time of day, weather permitting (pilot discretion) as well as reaching any destination (airport, airfield or airstrip) within the Province of the Eastern Cape and to other provinces from their base of operations within a maximum of three (3) hours of first notification of a medical evacuation.

14. Operational Plan / Manual

14.1 Bidders must provide the Department of Health with a comprehensive operational plan, clearly indicating how the operational criteria will be met. This plan must also include the following:

- a. Initial training schedule of medical personnel as per Part 138 of Civil Aviation Authority of South Africa.
- b. Recurrent training schedule of medical personnel as per Part 138 of Civil Aviation Authority of South Africa.
- c. Compliance to Infectious control protocol with regards to the transportation of patients suffering from infectious diseases.

15. MEDICAL EQUIPMENT / PERSONNEL

Standard Medical equipment brackets (suitable for equipment list supplied by ECDoh see Part 4B 1.2.3.1 of Operational specification) is to be provided by the successful bidder and **medical equipment will be provided by ECDoh**. Aircrew members will be provided by Eastern Cape Department of Health as full crew.

Note to Bidders:

1. Bidders must respond to the Specifications to indicate whether comply/not comply and state nature of deviation on the relevant columns as indicated on the Table.
2. Bidders should submit required documents listed on the "Required documents for evaluation" column. Failure to submit the requirement of documents will be deemed as non-compliant and a score of zero (0) will be allocated.
3. Bidders are required to comply WITH ALL the minimum requirements listed below.
4. Minimum threshold required for this Stage is 100%.

Description	Required Documents for Evaluation: Weight -(100)	Comply	Not Comply	Details of Deviations
1. OPERATIONAL SPECIFICATION / AIRCRAFT REQUIREMENTS				
1.1 The successful bidder will be in a position to offer an air ambulance configured helicopter to EMS to enable emergency medical response and patient evacuation service by air.	1.1 Relevant CAA licensing for EMS operations (Part 127 & 138 with G7 endorsement)			
1.2 The service offered must be clearly defined schedule in terms of:				
1.2.1 Helicopter type and year of first registration.	1.2.1 Not older than 30 years			
1.2.2 Pilots qualification and experience: All pilots should have a minimum of one thousand (1000) flying hours experience. (The successful bidders will be required to ensure that relief pilots meet the minimum requirements referred to in 1.2.2 during the existence of the contract)	1.2.2 Proof of 1000 flying hours			
1.2.3 Helicopter interior configurations and proposed patient position/s. Detailed description of the helicopter configuration and photos to be supplied: Baby and mother to be accommodated Paramedic and a medical personnel Access to Head and Torso of patient while in transit.	1.2.3 Detailed description of the helicopter			

Part 5

Bid forms and certificates

Part 5 – Schedule A

Government Procurement General Conditions of Contract Annexure A

NOTES

The purpose of this document is to:

- (i) Draw special attention to certain general conditions
Applicable to government bids, contracts and orders; and
- (ii) To ensure that clients be familiar with regard to the rights
And obligations of all parties involved in doing business
With government.

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

- The General Conditions of Contract (GCC) will form part of all bid documents and may not be amended.
- Special Conditions of Contract (SCC) relevant to a specific bid should be compiled separately for every bid (if applicable) and will supplement the General Conditions Of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

Part 5 – Schedule E (ii)

TABLE OF CLAUSES

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

General Conditions of Contract

1. Definitions 1. 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 sub Service Providers) 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.

- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause. 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

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

**7. Performance
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:
 - (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the Purchaser; or
 - (b) A cashier's or certified check
- 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 Service Provider 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 analyzed and may be rejected if found not to comply with the Requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. 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:
- (a) Performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) Furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
 - (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
 - (e) Training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

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

- 15. Warranty** 15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

- 15.3 The purchaser shall promptly notify the supplier in writing of and claims arising under this warranty.
- 15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

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

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

18. Contract Amendments

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

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

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

21. Delays in the supplier's performance

- 21.1 Delivery of the goods and performance of services shall be made by the Supplier in accordance with the time schedule prescribed by the purchaser in The contract.
- 21.2 If at any time during performance of the contract, the supplier or its subservice Provider(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 without the application of penalties.
- 21.7 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 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. 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.

24. Anti-dumping and counter vailing duties and rights

- 24.1 When, after the date of bid, provisional payments are required, or antidumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favorable

difference shall on demand be paid forthwith by the Service Provider to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the Service Provider 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. Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;

- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
- (b) the aggregate liability of the supplier to the purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing Language

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

30. Applicable Law

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

31. Notices

- 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and Duties

- 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33. National Industrial Participation (NIP) Programme

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

34. Prohibition of Restrictive practices

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

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

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

Part 5 - Schedule C
PRICING SCHEDULE
(HELICOPTER)

PRICING SCHEDULE- SCMU3-22/23-0634-HO

Prices for YEAR ONE (1) should be fixed and firm. For the second and third years, an escalation rate will be negotiated in conjunction with CPIX between the successful bidder and the ECDoH.

A minimum of 30 hours will be guaranteed per Helicopter, at an agreed rate between the bidder and ECDoH.

The unutilized hours from the allocated 30 hours guaranteed must be carried over to the following month.

STANDARD HELICOPTERS WITH ALL THE CIVIL AVIATION-CERTIFIED (CAA)REQUIREMENTS

EAST LONDON AREA

Number of Helicopters	Number of Flight Hours	Rate per hour	Total Cost per month	Total cost per annum (YEAR 1)	Total cost per annum (YEAR 2)	Total cost per annum (YEAR 3)
1(one)	30					
1	31-35					
1	36-40					
1	41-45					

MTHATHA AREA

Number of Helicopters	Number of Flight Hours	Rate per hour	Total Cost per month	Total cost per annum (YEAR 1)	Total cost per annum (YEAR 2)	Total cost per annum (YEAR 3)
1(one)	30					
1	31-35					
1	36-40					
1	41-45					

GQEBERHA AREA

Number of Helicopters	Number of Flight Hours	Rate per hour	Total Cost per month	Total cost per annum (YEAR 1)	Total cost per annum (YEAR 2)	Total cost per annum (YEAR 3)
1(one)	30					
1	31-35					
1	36-40					
1	41-45					

Does the offer comply with the specification(s)?

*YES/NO

- If not to specification, indicate deviation(s)

.....

Period required for delivery

.....

- Delivery:

*Firm/not firm

** "all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

*Delete if not applicable

PRICE ADJUSTMENTS

NON-FIRM PRICES SUBJECT TO ESCALATION

1. IN CASES OF PERIOD CONTRACTS, NON FIRM PRICES WILL BE ADJUSTED (LOADED) WITH THE ASSESSED CONTRACT PRICE ADJUSTMENTS IMPLICIT IN NON FIRM PRICES WHEN CALCULATING THE COMPARATIVE PRICES

2. IN THIS CATEGORY PRICE ESCALATIONS WILL ONLY BE CONSIDERED IN TERMS OF THE FOLLOWING FORMULA:

$$Pa = (1 - V)Pt \left(D1 \frac{R1t}{R1o} + D2 \frac{R2t}{R2o} + D3 \frac{R3t}{R3o} + D4 \frac{R4t}{R4o} \right) + VPt$$

Where:

Pa = The new escalated price to be calculated.
 (1-V)Pt = 85% of the original bid price. **Note that Pt must always be the original bid price and not an escalated price.**
 D1, D2.. = Each factor of the bid price eg. labour, transport, clothing, footwear, etc. The total of the various factors D1, D2...etc. must add up to 100%.
 R1t, R2t..... = Index figure obtained from new index (depends on the number of factors used).
 R1o, R2o = Index figure at time of bidding.
 VPt = 15% of the original bid price. This portion of the bid price remains firm i.e. it is not subject to any price escalations.

3. The following index/indices must be used to calculate your bid price:

Index..... Dated..... Index..... Dated..... Index..... Dated.....
 Index..... Dated..... Index..... Dated..... Index..... Dated.....

4. FURNISH A BREAKDOWN OF YOUR PRICE IN TERMS OF ABOVE-MENTIONED FORMULA. THE TOTAL OF THE VARIOUS FACTORS MUST ADD UP TO 100%.

FACTOR (D1, D2 etc. eg. Labour, transport etc.)	PERCENTAGE OF BID PRICE

B PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS

1. Please furnish full particulars of your financial institution, state the currencies used in the conversion of the prices of the items to South African currency, which portion of the price is subject to rate of exchange variations and the amounts remitted abroad.

PARTICULARS OF FINANCIAL INSTITUTION	ITEM NO	PRICE	CURRENCY	RATE	PORTION OF PRICE SUBJECT TO ROE	AMOUNT IN FOREIGN CURRENCY REMITTED ABROAD
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		

2. Adjustments for rate of exchange variations during the contract period will be calculated by using the average monthly exchange rates as issued by your commercial bank for the periods indicated hereunder: (Proof from bank required)

AVERAGE MONTHLY EXCHANGE RATES FOR THE PERIOD:	DATE DOCUMENTATION MUST BE SUBMITTED TO THIS OFFICE	DATE FROM WHICH NEW CALCULATED PRICES WILL BECOME EFFECTIVE	DATE UNTIL WHICH NEW CALCULATED PRICE WILL BE EFFECTIVE

Part 5 – Schedule D
Declaration of Interest

SBD 4

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ 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 institution	State

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**

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

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 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.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

Part 5 – Schedule F
Qualifications and Experience

1. Details of the extent of the company activities and business, e.g. branches etc.:

2. A list of existing and/or previous contracts relating to similar services:

Description of work and value	Period		Organization	Contact Person	Contact No
	Start date	End date			

4. Details of Qualifications of the Project Manager and the Key Personnel:

Name	Designation	Qualifications

.....
SIGNATURE OF (ON BEHALF OF) COMPANY

.....
NAME IN CAPITALS

In the presence of:

1.

2.

Part 5 – Schedule G
Organization type

PARTNERSHIP/CLOSED CORPORATION/COMPANY
(Delete which is not applicable)

The bidder comprises of the following partners/members/directors:

1. NAME _____
ADDRESS : _____
ID NUMBER: _____

2. NAME : _____
ADDRESS : _____
ID NUMBER: _____

3. NAME : _____
ADDRESS : _____
ID NUMBER: _____

4. NAME : _____
ADDRESS : _____
ID NUMBER: _____

5. NAME : _____
ADDRESS : _____
ID NUMBER: _____

.....
SIGNATURE OF (ON BEHALF OF) BIDDER

.....
NAME IN CAPITALS

In the presence of:

1.
2.

Part 5 – Schedule H

Organizational structure

1. Provide full details of the organizational structure which will be utilized in the provision of the Services (including where appropriate an organogram)

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There are approximately 20 lines visible. The paper appears to be a standard notebook or a sheet of stationery designed for writing. The edges of the paper are slightly irregular, suggesting it might be a scan of a physical document. There is no handwriting or other markings on the page.

.....
SIGNATURE OF (ON BEHALF OF) BIDDER

NAME IN CAPITALS

In the presence of:

1.
2.

Part 5 – Schedule I
Details of Supplier's office

1. Physical address of supplier's office

1 Telephone No of office: _____

3 Time period for which such office has been used by supplier: _____

.....
SIGNATURE OF (ON BEHALF OF) BIDDER

.....
NAME IN CAPITALS

In the presence of:

1.

2.

Part 5 – Schedule J
Financial Particulars

This schedule must be completed by the bidder and submitted together with the bid. **Documentary proof confirming availability of financial resources to execute the contract from the bidder's financial institution and /or Audited Financial Statements must be submitted with the bid.** If this requirement is not complied with in full the bid will be considered invalid

Nature of Service: _____
Name of bidder: _____
Bid Number: _____

	<p><u>FINANCIAL POSITION OF BIDDER</u></p> <p>I/we hereby certify that I/we have the necessary financial capacity and resources to execute the above contract successfully for the bid amount. I / we hereby attach letter confirming availability of financial resources from the financial institution. I / we give the ECDOH permission to contact the financial institution below to confirm the information provided.</p> <p>In the absence of the above, a letter confirming that the bidder has applied for financial assistance from any financial institution and that the institution is willing to favorably consider such application in the event that the bidder is successful, will also satisfy the Department.</p>
NAME OF FINANCIAL INSTITUTION	
ADDRESS	
TEL.NO	
FAX NO	
CONTACT PERSON	

.....
SIGNATURE OF (ON BEHALF OF) BIDDER

.....
NAME IN CAPITALS

In the presence of:

1.

2.

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

- 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

- a) The value of this bid is estimated to exceed R50 000 000 (all applicable taxes included) and therefore the **90/10** preference point system shall be applicable; or

1.3 Points for this bid shall be awarded for:

- (a) Price; and
(b) B-BBEE Status Level of Contributor.

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

	POINTS
PRICE	90
B-BBEE STATUS LEVEL OF CONTRIBUTOR	10
Total points for Price and B-BBEE must not exceed	100

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.6 The purchaser 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 purchaser.

2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
 - 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

3.1 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

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

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

P_{\min} = Price of lowest acceptable bid

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations,

preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

5. BID DECLARATION

5.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

6.1 B-BBEE Status Level of Contributor: . =(maximum of 10 or 20 points)
(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

7.1 Will any portion of the contract be sub-contracted?

(Tick applicable box)

YES		NO	
-----	--	----	--

7.1.1 If yes, indicate:

- What percentage of the contract will be subcontracted.....%
- The name of the sub-contractor.....
- The B-BBEE status level of the sub-contractor.....
- Whether the sub-contractor is an EME or QSE

(Tick applicable box)

YES		NO	
-----	--	----	--

- Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations,2017:

Designated Group: An EME or QSE which is at last 51% owned by:	EME √	QSE √
Black people		

Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/firm:.....

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One person business/sole propriety
- ☐ Close corporation
- ☐ Company
- ☐ (Pty) Limited

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

.....

8.6 COMPANY CLASSIFICATION

- ☐ Manufacturer
- ☐ Supplier
- ☐ Professional service provider
- ☐ Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

8.7 Total number of years the company/firm has been in business:.....

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we 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 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;

iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

- (a) disqualify the person from the bidding 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 bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury 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.

WITNESSES

1.

2.

.....
SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS

.....

.....