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MPUMALANGA PROVINCIAL GOVERNMENT



DEPARTMENT OF HEALTH

BID NUMBER: HEAL/185/26/MP

APPOINTMENT OF A SUITABLE SERVICE PROVIDER(S) TO RENDER HELICOPTER AEROMEDICAL SERVICE FOR THE EMERGENCY MEDICAL SERVICES: ROTARY-WING DAYLIGHT OPERATIONS COMPREHENSIVE SERVICE IN THE MPUMALANGA DEPARTMENT OF HEALTH FOR A PERIOD OF THREE (03) YEARS

ISSUED BY:

Department of Health
Private Bag X11285
Mbombela
1200

NAME OF BIDDER:

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF HEALTH					
BID NUMBER:	HEAL/185/26/MP	CLOSING DATE:	01 JULY 2025	CLOSING TIME:	12H00
DESCRIPTION	APPOINTMENT OF A SUITABLE SERVICE PROVIDER(S) TO RENDER HELICOPTER AEROMEDICAL SERVICE FOR THE EMERGENCY MEDICAL SERVICES: ROTARY-WING DAYLIGHT OPERATIONS COMPREHENSIVE SERVICE IN THE MPUMALANGA DEPARTMENT OF HEALTH FOR A PERIOD OF THREE (03) YEARS				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
MBOMBELA , Riverside Government Complex, Building No 9, Government Boulevard, Mbombela, 1200, PIET RETIEF , No. 11 Measroch Street, Piet Retief Office, KWAMHLANGA , KwaMhlanga Government Complex, Department of Finance, Building No. 12, Computer Centre SECUNDA No 5 Van Eck Street, Secunda (opposite Sasol Value Gas Garage) Secunda, 2280, BUSHBUCKRIDGE , Bushbuckridge Advice Centre, Department of Finance, Protea building (old Telkom building), MIDDELBURG , Department of Public Works, Cnr. Lillian Ngoyi and Dr Beyers Naudé Streets – Old TPA Building, Upper ground floor, Office numbers A20, 21 and 25, MALELANE , 24 Air Street, Malelane, ELUKWATINI , Elukwatini Sub Regional offices, Office numbers A49 and A50 (opposite Elukwatini Community Hall) Stand number 12 Extension A, Elukwatini 1192. SIYABUSWA Old Parliament Building, Building No.1, Job Skhosana Street, Siyabuswa 0472.					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Mr. SG Sengwayo		CONTACT PERSON	Mr H Mokoena	
TELEPHONE NUMBER	013 766 3333		TELEPHONE NUMBER	013 766 3415	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	SkhulileS@mpuhealth.gov.za		E-MAIL ADDRESS	HarryMok@mpuhealth.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
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:	
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4.	THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
2. TAX COMPLIANCE REQUIREMENTS	
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3	APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4	BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6	WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7	NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:
(Proof of authority must be submitted e.g. company resolution)

DATE:

MPUMALANGA DEPARTMENT OF HEALTH



**APPOINTMENT OF A SUITABLE SERVICE PROVIDER(S) TO RENDER
HELICOPTER AEROMEDICAL SERVICES FOR THE EMERGENCY
MEDICAL SERVICES: ROTARY-WING DAYLIGHT OPERATIONS
COMPREHENSIVE SERVICE IN THE MPUMALANGA DEPARTMENT OF
HEALTH FOR A PERIOD THREE (3) YEARS**

APPOINTMENT OF A SUITABLE SERVICE PROVIDER(S) TO RENDER HELICOPTER AEROMEDICAL SERVICES FOR THE EMERGENCY MEDICAL SERVICES: ROTARY-WING DAYLIGHT OPERATIONS COMPREHENSIVE SERVICE IN THE MPUMALANGA DEPARTMENT OF HEALTH FOR A PERIOD THREE (3) YEARS

ROTARY-WING DAYLIGHT OPERATIONS COMPREHENSIVE SERVICE (HELICOPTER, PILOTS AND PRIMARY MEDICAL CREW PER SHIFT – PROVINCIAL DEPARTMENT OF HEALTH TO PROVIDE ADDITIONAL MEDICAL CREW MEMBER)

1. ACRONYMS

AMSL	Above Mean Sea Level
ASARP	As Safe as Reasonably Possible
AOC	Air Operator Certificate
CVR	Cockpit Voice Recorder
CAT's	Categories
EGPWS	Enhanced Ground Proximity Warning System
EMS	Emergency Medical Services
FDR	Flight Data Recorder
GPS	Global Positioning System
HOGE	Hover Out of Ground Effect
HPCSA	Health Professions Council of South Africa
IFR	Instrument Flight Rules
MISS	Minimum Information Security Standards
MTOW	Maximum Take-Off Weight
NIA	National Intelligence Agency
OHSA	Occupational Health and Safety Act
RVSM	Occupational Health and Safety Act
SACAA	South African Civil Aviation Authority
SANDF	South African National Defence Force
SAPS	South African Police Service
TCAS	Traffic Alert and Collision Avoidance System

APPOINTMENT OF A SUITABLE SERVICE PROVIDER(S) TO RENDER HELICOPTER AEROMEDICAL SERVICES FOR THE EMERGENCY MEDICAL SERVICES: ROTARY-WING DAYLIGHT OPERATIONS COMPREHENSIVE SERVICE IN THE MPUMALANGA DEPARTMENT OF HEALTH FOR A PERIOD TRHEE (3) YEARS

VFR	Visual Flight Rules
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2. DEFINITIONS

“Acceptable Bid”	means any bid, which, in all respects, complies with the specifications and conditions of the Request for Bid as set out in this document.
“Administrative Requirements”	These are inherent requirements of the bid, therefore failure to comply or satisfy any of the requirements shall result in the invalidation of the Bid during administrative compliance stage.
“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 services or goods.
“Bidder Agent”	means any person mandated by a prime Bidder or consortium/joint venture to do business for and on behalf of, or to represent in a business transaction, the prime Bidder and thereby acquire rights for the prime Bidder or consortium/joint venture against Department of Health or an organ of state and incur obligations binding the prime Bidder or consortium/joint venture in favour of the Department.
“Bidders”	means any enterprise, consortium or person, partnership, company, close corporation, firm or any other form of enterprise or person, legal or natural, which has been invited by the Department of Health to submit a bid in response to this bid invitation.
“Client”	means Government departments, provincial and local administrations that participate in Department of Health procurement processes.
“Comparative Price”	means the price after deduction or addition of non-firm price factors, unconditional discounts, etc.
“Consortium”	means several entities joining forces as an umbrella entity to gain a strategic collaborative advantage by combining their expertise, capital, efforts, skills and knowledge for the purpose of executing this bid.
“Department”	means the Mpumalanga Department of Health (MpDoh)
“Disability”	means, in respect of a person, a permanent impairment of a physical, intellectual, or sensory function, which results in restricted, or lack of, ability to perform an activity in the manner, or within the range, considered normal for a human being.

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“Firm Price”	means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition or abolition of customs or excise duty and any other duty, levy or tax which, in terms of a law or regulation is binding on the contractor and demonstrably has influence on the price of any supplies or the rendering cost of any service, for the execution of a contract.
“Goods”	means any work, equipment, machinery, tools, materials or anything of whatever nature to be rendered to Department of Health’s delegate by the successful Bidder in terms of this bid.
“Internal Collaboration”	means collaborative arrangements within a group of companies or within various strategic business units/subsidiaries/operating divisions in order to gain a strategic position whilst sharing resources, profits and losses as well as risks.
“Joint Ownership”	(also known as equity JVs) means the establishment by two parent companies of a child company for a specific task within which both parent companies invest in order to overcome the limited capabilities vested within them in order that they can both benefit from the combined investment.
“Joint Venture”	means two or more businesses joining together under a contractual agreement to conduct a specific business enterprise with both parties sharing profit and losses.
“Licences”	means conditional use of another party’s intellectual property rights.
“Management”	“In relation to an enterprise or business, means an activity inclusive of control, and performed on a daily basis, by any person who is a principal executive officer of the company, by whatever name that person may be designated, and whether or not that person is a director.
“Non-firm Price(s)”	means all price(s) other than “firm” price(s).
“Organ of State”	means a constitutional institution defined in the Public Finance Management Act, Act 1 of 1999.
“Person(s)”	refers to a natural and/or juristic person(s).
“Prime Bidder”	means any person (natural or juristic) who forwards an acceptable proposal in response to this Request for Bid (RFB) with the intention of being the main contractor should the proposal be awarded to him/her.
“Rand Value”	means the total estimated value of a contract in Rand denomination, which is calculated at the time of proposal invitations and includes all applicable taxes and excise duties.

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“SMME”	bears the same meaning assigned to this expression in the National Small Business Act, 1996 (Act No. 102 of 1996).
“Sub-contracting”	means the primary contractor’s assigning or leasing or making out work to or employing another person to support such primary contractor in executing part of a project in terms of a contract.
“Successful Bidder”	means the organization or person with whom the order is placed or who is contracted to execute the work as detailed in the bid.
“Trust”	means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person.
“Trustee”	means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. PURPOSE

The purpose of this Terms of Reference is to appoint a suitable service provider(s) to render **HELICOPTER AEROMEDICAL SERVICES FOR THE EMERGENCY MEDICAL SERVICES: ROTARY-WING DAYLIGHT OPERATIONS COMPREHENSIVE SERVICE** in the Mpumalanga Department of Health for a period of 3 years.

4. INTRODUCTION

The Mpumalanga Department of Health herein invites bids from competent and self-reliant companies with a solid track record and experience in the provision of an Aeromedical Service.

These terms of reference establish the requirements for the delivery of an Aero-medical Service for Mpumalanga Province.

5. BACKGROUND

- 5.1 The 76 5443 square kilometers Mpumalanga area coverage is mostly mountainous and inhibits the road network between areas resulting in prolonged/delayed ambulance response and transportation of patients.
- 5.2 The need for aeromedical services includes response to emergency incidents, interfacility transfers of patients, search and rescue, disaster response, and special events.
- 5.3 The aeromedical services provide rapid response beyond that of an ambulance considering the long distance between communities and hospitals.
- 5.4 Aeromedical services provide advanced life support services that augment the department’s advanced life support team for the transportation of critical

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patients in relations to the provisions of the Health Profession Council of South Africa Clinical Practice Guidelines.

5.5 Aeromedical services play a critical role in search and rescue incidents such as flooding, mountain rescue, and entrapments.

5.6 Aeromedical services play critical role in emergency responses to multiple casualty incidents, major motor vehicle accidents and operates as Intensive Care Unit by providing rapid response and transportation of patients within and outside the province.

6. SCOPE OF WORK

6.1 Appointment of a suitable service provider(s) to render helicopter aeromedical services: rotary-wing daylight operations comprehensive service in the Mpumalanga department of health for a period three (3) years the following items will constitute the scope of work to be undertaken by the appointed service provider(s):

6.1.1 The CONTRACTOR must deliver aero-medical service at advanced life support level on behalf of Mpumalanga Province, and the successful bidder will be required to operate this service from Mbombela.

6.1.2 The CONTRACTOR must transport patients within the pre-hospital environment and Health facilities within the province and out of the Province.

6.1.3 The CONTRACTOR must participate in the outreach program when required.

6.1.4 The CONTRACTOR must provide an experienced Pilot and primary crew member per shift (primary crew member to be registered as an ECP).

6.1.5 The CONTRACTOR must ensure access to a medical practitioner that is experienced in emergency medicine.

6.1.6 The CONTRACTOR must provide and pay for training for all crew members (provincial health and service providers) providing services on the aircraft, as required by the Civil Aviation Authority (CAR & CAT Part 138)

6.1.7 The CONTRACTOR must assist in the national/regional transportation of suitable patients (admissions or discharges) on the outgoing or the return leg provided the space is available.

6.1.8 The CONTRACTOR must provide technical support to the Department in developing appropriate landing zones and procedures to comply with SACAA Part 139

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- 6.1.9 The CONTRACTOR must undertake full responsibility for all aviation aspects of the program in terms of the said SACAA CAR's & CAT's which will include, but not limited to:
- a) The selection, employment, scheduling, and tasking of suitable pilots for the relevant aircraft to be used for the province.
 - b) All decisions relating to the maintenance of the aircraft used in the programmes, and the cost thereof.
 - c) The CONTRACTOR makes the final decision with regard to all matters relating to aviation safety matters, provided that the CONTRACTOR complies, at all times, with the prevailing legislative and/or acceptable industry standards.
 - d) The CONTRACTOR must provide suitable medical interiors for the aircraft specific to the Department of Health's minimum standards and requirements in terms of CAT Part 138.
- 6.1.10 The CONTRACTOR must operate a 24-hour flight desk from where all aspects of authorized flights are coordinated. There must also be provision for communication means to the Department of Health Aero Medical Coordinators and the Helicopter crew.
- 6.1.11 The CONTRACTOR must have and maintain adequate insurance and liability cover for the entire programme. This shall include but not be limited to the hull of aircraft, third party liability, personal liability, and any other cover appropriate to the services offered and the protection of Provincial assets in the event of loss.
- 6.1.12 It shall be the responsibility of the CONTRACTOR to supply specialized medical equipment (including EMS interior and standard extras) and medical consumables as may be required to fulfil the objectives of the programme. These include replenishment of medicines, medical and surgical consumables within the ambits of the National Health Act 61 of 2003 EMS Regulations and the Health Profession Council Clinical Guidelines herein attached as annexure A and B, respectively.
- 6.1.13 The province must authorize the activation of the aircraft/s for ALL Aero-medical services. It is a requirement of this bid that helicopters will be under the complete and sole disposal and authority of the Emergency Medical Services of the Province and may not be made available to any other person or organization prior to approval from the Head or a designated official.

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- 6.1.14 The province will designate an appropriate person, at an appropriate clinical level, to act as a liaison person between the Province and the CONTRACTOR, and to deal with the day-to-day operational requirements of the service.
- 6.1.15 Where personnel are supplied by either of the parties, the party providing the personnel must ensure that the personnel so supplied are suitably qualified and where relevant, ensure that they have been registered with professional and/or statutory bodies as may be required by law.
- 6.1.16 The CONTRACTOR will be responsible for ensuring that the aircraft is marked according to the Department of Health requirements; branding should be of the Department of Health.
- 6.1.17 Any other markings may be applied after consultation between the Province and the CONTRACTOR. Any other markings may not detract from the purpose and ethos of the programme and may not depict a conflict of interest.
- 6.1.18 The Basic operating fee will represent the basic overhead costs to the CONTRACTOR, to ensure that the necessary operational aircraft is/are available to meet the requirements of the Province, covering the first 40 flight hours.
- 6.1.19 Additional hours will be charged at hourly rate for the actual use of the aircraft to render the services.
- 6.1.20 The hanger fee will be the responsibility of the CONTRACTOR.
- 6.1.21 The Department will collect the standard fees from insured patients transported. In instances where the service provider is requested to do a transfer of an insured patient from not within the public health system, pre-authorization would be required from the Department. In such an instance where a call was authorized, documentation related to such a call should be handed in to the Department, in order to claim the transfer costs.
- The CONTRACTOR must provide the province with audited annual financial statements relevant to the service, not later than six months after the end of the CONTRACTOR's financial year.
- 6.1.22 The CONTRACTOR will ensure services are provided and available even if the contract assigned aircraft is unavailable due to both scheduled and unscheduled maintenance.
- 6.1.23 The CONTRACTOR will be responsible for hanger and landing fees. The CONTRACTOR must ensure 24hrs availability of fuel.
- 6.1.24 Transfer of insured patients and those qualifying for Road Accident Fund claims and WCA patients, utilizing the appointed contractor should be pre-authorized

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by the Provincial Department of Health. The levying of accounts for patients transported by air ambulance and the recovery of the fees as set out in the accounts will be administered by the parties as follows:

The CONTRACTOR will be responsible for recovering UPFS fees and reimburse the province for its full amount less than 15% administration fee.

SECTION B – BIDDING PROCESS IN TERMS OF PPPFA

1. PREFERENTIAL POINTS IN TERMS OF PPFA

The contract shall be awarded in terms of the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000) and Regulation of 2022, responsive bids shall be evaluated and adjudicated by the Mpumalanga Department of Health on the 80/20 preference point systems in terms of which points are awarded to bidder (s) on the basis of : price and specific goals. A maximum of (20) points shall be awarded to bidder (s) in respect of specific goals.

subject to regulation 7, the contract must be awarded to the tenderer who scores the highest total number of points.

subject to sub-regulation (3) points must be awarded to a tenderer for attaining their specific goal in accordance with the table below:

THE SPECIFIC GOALS ALLOCATED POINTS IN TERMS OF THIS TENDER	NUMBER OF POINTS ALLOCATED (80/20 SYSTEMS)
Locality (Mpumalanga)	5
Women Owned	5
Youth Owned	5
Person living with disability	5

7. EVALUATION METHODOLOGY

7.1 General

The evaluation shall be conducted by the Bid Evaluation Committee as follows:

- I. Administrative requirements – Phase 1**
- II. Functionality – Phase 2 and**
- III. Evaluation in terms 80/20 preferential point system – Phase 3**

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7.1.1 Phase 1 – Administrative Requirements

NO	COMPULSORY RETURNABLE DOCUMENTS	ATTACHED YES / NO
1	SBD 1 - Invitation to bid.	
2	SBD 4 – Bidders Disclosure	
3	SBD 6.1 - Preference points claim form in terms of the Preferential Procurement Regulations 2022.	
4	Fully Completed Pricing Schedule	
5	Central Supplier Database (CSD) report	
6	A Letter of Good Standing, issued by the Compensation Fund in terms of the Compensation for Occupational Injuries and Diseases Act, 1993 must be attached. The certificate must be valid by closing date of the bid. The letter of intention to issue a letter of good standing by the Compensation Commissioner is not acceptable and if attached it will lead to automatic disqualification. The date on the certified copy must not be older than one (1) month as at the closing date of the bid.	
7	Letter of approval by Executing Authority to do business if the entity has members / members who is / are a government employee.	
8	If the bidder is a joint venture / consortium / partnership, a certified copy of such an agreement and a resolution by each party to such joint venture / consortium / partnership authorizing its participation in the bid.	
	Provision of a Company own profile and Completion of Annexure B: Portfolio of Current and Completed Contracts (The company profile must highlight company main and secondary business, business experience and references, previous and current experience and its value).	
	Bidder must submit proof of public liability insurance to the value of R17 million.	
	Attachment of proof of ownership of business site. In the case of leased property, lease agreement spelling out duration of lease (start and termination dates) must be attached.	
	Annual Audited Financial Statements of the bidder / in case of a JV all companies to a JV must include their individual company's audited annual financial statements.	
	Provide proof of compliance with Civil Aviation Authority, CAR's & CAT's Part 91, 127, 138 and 145	
	Operators must submit certified copies of valid certificates and licences with the bid document at the closing date and time of bid in accordance	

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	with Air Services licensing Act No115 of 1990 and Domestic Air Services Regulations of 1991	
	The operator shall, in the provision of commercial air ambulance operations to the Provincial Departments of Health provide a valid Class III, type G7 license, issued in terms of the Air Services Licensing Act, 1990, (Act No. 115 of 1990)	
	Provide proof of (proof of employment for primary crews (Driver's licence NHA Reg and pilots including ID and Qualification and valid licenses and Valid HPCSA registration of primary crew members and Doctors (notification of changes of crews be submitted with 30 days)	
	Provide proof of Qualifications and Valid Licenses for Pilots	
	Bidders must quote for all listed items on the pricing schedule and may further submit a detailed breakdown of their pricing.	
	Returnable documents should be properly indexed with a contents list.	
	A two-stage bidding system (Two envelope) shall apply for this bid. Bidders must submit a proposal and the pricing structure in one envelope in the following manner, a) One file for Technical Proposal b) One file for Pricing Structure NB: BID NUMBER, DESCRIPTION, CLOSING DATE AND NAME OF THE BIDDING COMPANY MUST BE CLEARLY WRITTEN ON EACH FILE	
	When submitting the bid document, bidders should enclose a scanned PDF copy of the completed bid document and all required attachments on a Compact Disc (CD-R) or DVD-R marked with the company's name, bid number and bid description. (NB: NO USB stick or CR-RW, DVD-RW will be accepted)	
9	Familiarize yourself and initial every page of the General Condition of Contract and Special Condition of Contract.	

NB: SERVICE PROVIDERS WHO FAIL TO ATTACH ONE OF THE COMPULSORY REQUIREMENTS LISTED ABOVE WILL LEAD TO THE DISQUALIFICATION OF THE BID.

NR	SUPPORTING BIDDING DOCUMENTS	ATTACHED
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		YES / NO
1	Provide proof of compliance with Civil Aviation Authority, CAR's & CAT's Part 91, 127, 138, 145.	
2	Operators must submit certified copies of valid certificates and licences with the bid document at the closing date and time of bid in accordance with Air Services licensing Act No115 of 1990 and Domestic Air Services Regulations of 1991.	
3	The operator shall, in the provision of commercial air ambulance operations to the Provincial Departments of Health provide a valid Class III, type G7 license, issued in terms of the Air Services Licensing Act, 1990, (Act No. 115 of 1990).	
4	Provide proof of Qualifications and Valid HPCSA registration of primary crew members and Doctor.	
5	Provide proof of qualifications and Valid Licenses for Pilots.	
6	Bidder must submit proof of public liability insurance to the value of R17 million.	
7	Bidder must submit proof of registration with Board for Health Care Funders at Advanced Life Support which indicated the practice number of the service provider.	
8	Bidder must upon awarding, make an application to the province in compliance with the EMS Regulations to obtain an Operating License and Operating Certificate.	
9	List of references of similar services delivered in the past.	

7.2Phase 2 - Functionality Evaluation Criteria.

The evaluation of the bids on functionality will be conducted by the Bid Evaluation Committee in accordance with the functionality criteria and values set below:

TOTAL SCORE		100		
ACCEPTABLE MINIMUM SCORE		70		
NO	CRITERIA	WEIGHT	ELEMENT BREAKDOWN	SCORING VALUES
1.1.1	Experience of the bidder in the provision of Aero Medical	10	Company experience in the provision of aero medical services indicating current and previous contracts: Number of Months:	
			(120 Months and above)	Exceptional (5)

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	Services (Annexure B Must be fully completed and attach proof of references e.g. previous contracts or order) Add in years not per province		(84 - 119 Months)	Very Good (4)		
			(60 - 83 Months)	Good (3)		
			(36 - 59 Months)	Average (2)		
			(0 to 35 Months)	Poor (1)		
		20	Company track record in the provision of aero medical services indicating current and previous contracts:			
			Rendered service in 5 or more Province	Exceptional (5)		
			Rendered service in 4 Province	Very Good (4)		
			Rendered service in 3 Provinces	Good (3)		
			Rendered service in 2 Provinces	Average (2)		
			Rendered service in 1 Province	Poor (1)		
1.1.2	Experience and qualification of the key personnel (Attach CVs with contactable references)	10	Experience of Medical Doctor in emergency medicine			
			10 years and more	Exceptional (5)		
			6 to 9 years	Very Good (4)		
			4 - 5 years	Good (3)		
			2 – 3 years	Average (2)		
			0 – 1 year	Poor (1)		
		10	Average experience of Pilots in aero medical or rescue services			
			10 years and more	Exceptional (5)		
			6 - 9 years	Very Good (4)		
			4 - 5 years	Good (3)		
			2 – 3 years	Average (2)		
			0 – 1 year	Poor (1)		
		10	Average experience of primary crew			
			10 years and more	Exceptional (5)		
			6 - 9 years	Very Good (4)		
			4 - 5 years	Good (3)		
			2 – 3 years	Average (2)		
			0 – 1 year	Poor (1)		
		1.1.3	Project Methodology (Break-Down Structure)	Project Methodology Breakdown Structure Shall be allocated points as follows:		
				5	Pre-Project Implementation Phase Activities	
Activities are clear, logical and demonstrate an outstanding understanding of the project deliverables and time frames.	Exceptional (5)					
Activities are clear, logical and demonstrate a good understanding of	Very Good (4)					

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			the project deliverables and time frames.		
			Activities are clear and logical	Good (3)	
			Activities are illogical	Average (2)	
			Activities not relevant to the bid	Poor (1)	
		15	Project Implementation Phase Activities		
			Activities are clear, logical and demonstrate an outstanding understanding of the project deliverables and time frames.	Exceptional (5)	
			Activities are clear, logical and demonstrate a good understanding of the project deliverables and time frames.	Very Good (4)	
			Activities are clear and logical	Good (3)	
			Activities are illogical	Average (2)	
			Activities not relevant to the bid	Poor (1)	
		10	Contingency Plan		
			Contingency plan is clear and exceptional: Demonstrate the bidder's high level of understanding and includes innovative methods that indicate that the methodology can be delivered using the contingencies proposed.	Exceptional (5)	
			Contingency plan is clear and very good: Demonstrate the bidder's high level of understanding that indicate that the methodology can be delivered using the contingencies proposed.	Very good (4)	
			Plan clear and realistic	Good (3)	
			Plan produced but not convincing that the methodology can be delivered using contingencies proposed	Average (2)	
			Plan produced but not relevant to the bid	Poor (1)	
		1.1.4	Financial Capacity	10	An undertaking by financial institution to provide a Revolving Credit to the bidder in the event a bidder is awarded contract or Proof of overdraft facility in the name of business or alternatively proof of company capability to self-fund to the value indicated below:

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			R 2 000 001 and above	Exceptional (5)
			R 1 500 001 To R2 000 000	Very Good (4)
			R 1 000 001 To R1 500 000	Good (3)
			R 500 001 To R 1 000 000	Average (2)
			R 100 000 To R 500 000	Poor (1)

The assessment of functionality shall be done in terms of the above-mentioned evaluation criteria and all bidders who scored the minimum threshold of 70 points will advance to Phase 3 of the bidding process. Bids/proposals that do not score the specified minimum points for functionality shall be disqualified and not be considered further.

7.3 PHASE 3 – EVALUATION IN TERMS OF THE 80/20 PREFERENTIAL POINT SYSTEMS

Only the qualifying bids shall be evaluated further in terms of the 80/20 preference points system where **80 points will be used for price only and 20 points for specific goal.**

The final points to choose the preferred bidder shall be calculated as follows:

$$P_s = 80 - \frac{P_t - P_{min}}{P_{min}}$$

Where:

P_s= Points scored for comparative price of tender or offer under consideration

P_t. = Comparative price of tender or offer under consideration and

P_{min}= Comparative price of lowest acceptable tender or offer

THE SPECIFIC GOALS ALLOCATED POINTS IN TERMS OF THIS TENDER	Number of points (80/20) system) to be completed by the organ of state	Number of points (80/20 system) to be completed by the tenderer
Locality (Mpumalanga)	5	
Women Owned	5	
Youth Owned	5	

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Person living with disability	5	
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2. KEY ASPECTS OF THE BID PROPOSAL

Bidders must take note of the following fundamental aspects before submission of their bid proposals:

- 2.1 Bidders should initial every page of the bid proposal.
- 2.2 Bidders must submit their bids on the stipulated closing date and time. Late bids will not be considered.
- 2.3 In order to evaluate and adjudicate bids effectively, it is imperative that bidders submit responsive bids. To ensure a responsive bid it is imperative to comply with all conditions pertaining to the terms of reference.
- 2.4 Each bidder must attach all applicable documents in support of its bid in accordance with the requirements set out in this bid as well as any other relevant materials, photographs, and/or attachments.
- 2.5 Each bid, once submitted, constitutes a binding and irrevocable offer to provide the services on the terms set out in the bid, which offer cannot be amended after its date of submission.
- 2.6 The Department is not obliged to accept or consider any bid in full or in part or any responses or submissions in relation thereto and may reject any bid.
- 2.7 The Department reserves the right to appoint the bidder whose bid most successfully conforms to the criteria and the requirements in accordance with the terms and conditions described in the Terms of Reference.
- 2.8 The Department reserves the right to invite any bidder for a formal presentation during the evaluation process.
- 2.9 The Department may, for any reason and at any time during the selection process, request any bidder to supply further information and/or documentation.
- 2.10 The appointment of the successful bidder shall be subject to the conclusion of a Service Level Agreement (SLA) between the Department and the successful bidder governing all rights and obligations related to the required services.
- 2.11 The outcome of the successful bidder(s) shall be published through the same media that was used to advertise the bid.
- 2.12 The Department reserves the right to award the bid to one or more service providers, wholly or in part or not to award.
- 2.13 Awarding the bid will be subject to the Service Provider(s) acceptance of National Treasury General Conditions of Contract (GCC).

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3. PROTECTION OF PERSONAL DATA

- 3.1 In responding to this bid, the MPDoH acknowledges that it may obtain and have access to personal data of the bidders.
- 3.2 The MPDoH agrees that it shall only process the information disclosed by bidders in their response to this bid for the purpose of evaluating and subsequent award of business and in accordance with any applicable law.
- 3.3 Furthermore, MPDoH will not otherwise modify, amend, or alter any personal data submitted by bidders or disclose or permit the disclosure of any personal data to any Third Party without the prior written consent from the bidders.
- 3.4 Similarly, the MPDoH requires bidders to process any personal information disclosed by the MPDoH in the bidding process in the same manner.

4. BRIEFING SESSION

There will be no briefing session for this bid.

5. BID AWARD AND CONTRACT CONDITIONS

- 5.1 Bidders must submit their bid in line with the bid specification/ Terms of Reference. Failure to comply shall invalidate the bid.
- 5.2 The award of the tender may be subjected to price negotiation with the preferred tenderers.
- 5.3 The shortlisted bidders shall be subjected to Supply Chain Management Screening. Only successful bidder(s) who are cleared during SCM Screening shall be considered for appointment.
- 5.4 Bidders shall be notified about the decision of the Department by means of publication in the Provincial Bid Bulletin.
- 5.5 The contract shall be concluded between Mpumalanga Department of Health and the successful service provider(s).
- 5.6 The contract period will be in terms of the acceptance letter.
- 5.7 Mpumalanga Department of Health shall enter into Service Level Agreement(s) with the successful bidder(s).

6. CONTRACT ADMINISTRATION

- 6.1 Successful bidder(s) must report to Supply Chain Contract Management Unit immediately when unforeseeable circumstances will adversely affect the execution of the contract.
- 6.2 Full particulars of such circumstances as well as the period of delay must be furnished.

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- 6.3 The administration of the bid and contract, i.e., evaluation, award, distribution of contract circulars, contract price adjustments etc., shall be the sole responsibility of the Supply Chain Management Unit.

7. PRICING INSTRUCTIONS

- 7.1 Bidders must submit a proposal and the pricing structure in one envelope in the following manner,

7.1.1 *One file for Technical Proposal*

7.1.2 *One file for Pricing Structure*

NB: ALL FILES MUST BE CLEARLY MARKED i.e., PROPOSAL OR PRICING AND IT MUST BEAR THE COMPANY DETAILS (FAILURE TO COMPLY MAY INVALIDATE YOUR BID).

- 7.2 All prices charged must be inclusive of **business overheads and VAT. NB: Successful bidders who are not registered for VAT at the time of bidding are required to register for VAT upon award of bid as required by law.**

- 7.3 The pricing **MUST BE DONE IN LINE WITH ANNEXURE B OF THIS DOCUMENT.**

- 7.4 The Basic operating fee will represent the basic overhead costs to the CONTRACTOR, to ensure that the necessary operational aircraft are/are available to meet the requirements of the province, covering the first 40 flight hours.

- 7.5 Additional hours will be charged at hourly rate for the actual use of the aircraft to render the services.

8. RISK MANAGEMENT ON PRICING AND AWARDING

- 8.1 All prices quoted by suppliers shall be assessed to ensure that bidders did not under-qualify. **(Bidders perceived to be underquoted in terms of market prices shall be disqualified).**

- 8.2 Bidders take note that the Department shall complete the process of evaluation and award in a period of 120 days.

9. TECHNICAL SPECIFICATIONS

- 9.1 The contractor must provide suitable rotor-wing aircraft to fulfill the requirements of the province:

- a) The Rotor wing aircraft needs to be able to operate, at maximum all up weight, at Hot and High conditions.

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- b) The aircraft needs to have an air-conditioned patient compartment.
- c) All equipment in the patient compartment needs to be mounted and secured according to CAA part 138 regulations.
- d) The aircraft needs to have an approved, easy load, and stretcher load configuration. The stretcher needs to be able to accommodate a patient in a range of Fowlers positions. (Sitting Positions)
- e) The rotor wing aircraft must be capable of accommodating 1 x Pilot, 1 x patient and 3 x sitting occupants. For example:
1 x Pilot / 2 x Medical crew / 1 x family member / 1 x patient.

9.2 MINIMUM EQUIPMENT FOR AIRCRAFT

- 9.2.1 All aircraft shall be equipped, in terms of flight instrumentation and equipment, so as to comply with the minimum equipment as specified in the regulations applicable to the Class and application of aircraft as well as specified under Part 138 of the SACAR.
- 9.2.2 Helicopters engaged in Air Ambulance operations shall be so operated and equipped such that compliance with SACAR Part 138.06.5, or AIC (Air Information Circular) 18.66 pertaining to Night Flying, as amended, shall be met.

9.3 OPERATIONS

- 9.3.1 The operator shall comply with the relevant regulations pertaining to the provision of Commercial Air Ambulance services to the Department of Health, under Part 138,
- 9.3.2 **Non-compliance with the above-mentioned special condition will automatically invalidate the bid for such services offered.**

9.4 QUALITY

- 9.4.1 Bidders must note that capital medical equipment supplied must have all relevant clearance certificates for such equipment to operate in the aviation environment. Furthermore, the decision as to the make and type of equipment to be supplied must be done in consultation with the Department of Health.
- 9.4.2 A successful Bidder will be required to provide in terms of Occupational Health and Safety and aviation legislation, a suitable facility for the housing of the

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relevant aircraft/s, staff, rest areas, cleaning, disinfection, and disposal of medical waste.

- 9.4.3 Suitable storage facilities for both capital and disposable medical equipment are to be supplied and incorporated within the base station. These storage facilities must be able to protect medical equipment from the elements as well as to provide for a structured and easily identifiable storage capacity.
- 9.4.4 All medical gases and re-filling stations (where applicable) stored on the base must be stored in terms of existing legislation.
- 9.4.5 In case of scheduled maintenance of less than twenty-four hours the Mpumalanga Department of Health will not require a replacement aircraft. However, should the aircraft be unavailable for a period exceeding twenty-four hours either due to scheduled and/or unscheduled maintenance, the following option will apply: The Contractor must provide a contingency plan to provide the Mpumalanga Provincial Department of Health with the required service.
- 9.4.6 All aircrew shall be correctly trained and approved for operations under Part 138 of the SACAR"s and CAT as relevant, using an approved training course. The operator shall retain records (Portfolio of Evidence) detailing all training carried out and completed in compliance with the classification of the operation as well as the requirements of Part 138, pertaining to the provision of Commercial Air Ambulance operations to the Department of Health.

ANNEXURE A: NATIONAL HEALTH ACT 61 OF 2003 EMS REGULATIONS

ANNEXURE B: HEALTH PROFESSION COUNCIL OF SOUTH AFRICA CLINICAL PRACTICE GUIDELINES

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ANNEXURE C: PORTFOLIO OF CURRENT AND COMPLETED CONTRACTS

The Bidder/s must furnish a list of the following particulars of supply of perishable provisions rendered. The bidder must in addition attach proof of references e.g. previous contracts or order. Failure to furnish the particulars of such information in this Annexure in full shall invalidate the bid.

	CLIENT NAME, CONTACT PERSON, CONTACT NUMBER AND EMAIL	CONTRACT NUMBER AND DESCRIPTION OF SERVICE	PLACE (TOWN)	CONTRACT START DATE Day, Month & Year	CONTRACT END DATE Day, Month & Year	CONTRACT AMOUNT/ VALUE OF CONTRACT (R)
1	Name of Client					
	Contact Person					
	Tel					
	email					
2	Name of Client					
	Contact Person					
	Tel					
	e-mail					
3	Name of Client					
	Contact Person					

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 YEARS

	CLIENT NAME, CONTACT PERSON, CONTACT NUMBER AND EMAIL	CONTRACT NUMBER AND DESCRIPTION OF SERVICE	PLACE (TOWN)	CONTRACT START DATE Day, Month & Year	CONTRACT END DATE Day, Month & Year	CONTRACT AMOUNT/ VALUE OF CONTRACT (R)
	Tel					
	e-mail					
4	Name of Client					
	Contact Person					
	Tel					
	eMail					
5	Name of Client					
	Contact Person					
	Tel					
	EMail					
6	Name of Client					

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	CLIENT NAME, CONTACT PERSON, CONTACT NUMBER AND EMAIL	CONTRACT NUMBER AND DESCRIPTION OF SERVICE	PLACE (TOWN)	CONTRACT START DATE Day, Month & Year	CONTRACT END DATE Day, Month & Year	CONTRACT AMOUNT/ VALUE OF CONTRACT (R)
	Contact Person					
	Tel					
	eMail					
7	Name of Client					
	Contact Person					
	Tel					
	eMail					
8	Name of Client					
	Contact Person					
	Tel					
	eMail					
9	Name of Client					

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 YEARS

	CLIENT NAME, CONTACT PERSON, CONTACT NUMBER AND EMAIL	CONTRACT NUMBER AND DESCRIPTION OF SERVICE	PLACE (TOWN)	CONTRACT START DATE Day, Month & Year	CONTRACT END DATE Day, Month & Year	CONTRACT AMOUNT/ VALUE OF CONTRACT (R)
	Contact Person					
	Tel					
	eMail					

ANNEXURE D: PRICING SCHEDULE

Description	Details	Price Inclusive of VAT (15%) Year 1	Price Inclusive of VAT (15%) Year 2	Price Inclusive of VAT (15%) Year 3
Basic operating fee per month	The basic overhead costs covering the first 40 flight hours.	R	R	R
Hourly rate	*Additional hours in excess of 40hrs	R	R	R
Total Bid Price		R	R	R

*A total of 60hrs (40hrs + 20 additional hrs.) will be used for price comparison

NB: BIDDER MUST TAKE NOTE OF PRICING INSTRUCTIONS ON PARAGRAPH 15 OF THE TERMS OF REFERENCE

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 State institution

2.2 Do you, or any person connected with the bidder, have a relationship

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.

with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

.....
.....

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

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

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

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

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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

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

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

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

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to invitations to tender:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
 - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 To be completed by the organ of state

(delete whichever is not applicable for this tender).

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

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

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

- Ps = Points scored for price of tender under consideration
Pt = Price of tender under consideration
Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

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

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

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Locality (Mpumalanga)	5	
Woman	5	
Youth	5	
Persons living with disability	5	

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

Partnership/Joint Venture / Consortium

One-person business/sole propriety

Close corporation

Public Company

Personal Liability Company

(Pty) Limited

Non-Profit Company

State Owned Company

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

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

- (a) disqualify the person from the tendering process;
- (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution, if deemed necessary.

.....	
SIGNATURE(S) OF TENDERER(S)	
SURNAME AND NAME:
DATE:
ADDRESS:



Application for a Tax Clearance Certificate

Purpose

Select the applicable option Tenders Good standing

If "Good standing", please state the purpose of this application

Two empty text boxes for stating the purpose of the application.

Particulars of applicant

Name/Legal name (Initials & Surname or registered name) [Grid]

Trading name (if applicable) [Grid]

ID/Passport no [Grid] Company/Close Corp. registered no [Grid]

Income Tax ref no [Grid] PAYE ref no 7 [Grid]

VAT registration no 4 [Grid] SDL ref no L [Grid]

Customs code [Grid] UIF ref no U [Grid]

Telephone no [Grid] Fax no [Grid]

E-mail address [Grid]

Physical address [Grid]

Postal address [Grid]

Particulars of representative (Public Officer/Trustee/Partner)

Surname [Grid]

First names [Grid]

ID/Passport no [Grid] Income Tax ref no [Grid]

Telephone no [Grid] Fax no [Grid]

E-mail address [Grid]

Physical address [Grid]

Particulars of tender (If applicable)

Tender number

Estimated Tender amount R

Expected duration of the tender year(s)

Particulars of the 3 largest contracts previously awarded

Date started	Date finalised	Principal	Contact person	Telephone number	Amount
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Audit

Are you currently aware of any Audit investigation against you/the company? YES NO

If "YES" provide details

Appointment of representative/agent (Power of Attorney)

I the undersigned confirm that I require a Tax Clearance Certificate in respect of Tenders or Goodstanding.

I hereby authorise and instruct to apply to and receive from SARS the applicable Tax Clearance Certificate on my/our behalf.

Signature of representative/agent

--

Date

Name of representative/agent

Declaration

I declare that the information furnished in this application as well as any supporting documents is true and correct in every respect.

Signature of applicant/Public Officer

--

Date

Name of applicant/Public Officer

Notes:

- It is a serious offence to make a false declaration.
- Section 75 of the Income Tax Act, 1962, states: Any person who
 - fails or neglects to furnish, file or submit any return or document as and when required by or under this Act; or
 - without just cause shown by him, refuses or neglects to-
 - furnish, produce or make available any information, documents or things;
 - reply to or answer truly and fully, any questions put to him ...

As and when required in terms of this Act ... shall be guilty of an offence ...
- SARS will, under no circumstances, issue a Tax Clearance Certificate unless this form is completed in full.**
- Your Tax Clearance Certificate will only be issued on presentation of your South African Identity Document or Passport (Foreigners only) as applicable.

THE NATIONAL TREASURY

Republic of South Africa



**GOVERNMENT PROCUREMENT:
GENERAL CONDITIONS OF CONTRACT**

July 2010

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

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

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

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

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General Conditions of Contract

1. Definitions

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 any thing of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 "Day" means calendar day.
 - 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
 - 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
 - 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
 - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the

RSA.

- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such

obligations of the supplier covered under the contract.

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

2. Application

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

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

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

3. General

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

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

5.2 The supplier shall not, without the purchaser’s prior written consent, make use of any document or information mentioned in GCC clause 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 cheque
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or

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 any claims arising under this warranty.

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

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take

such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

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

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

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

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

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

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

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

21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the

supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

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

21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

23. Termination for default

23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- (b) if the Supplier fails to perform any other obligation(s) under the contract; or
- (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

23.4 If a purchaser intends imposing a restriction on a supplier or any

person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.

23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

- (i) the name and address of the supplier and / or person restricted by the purchaser;
- (ii) the date of commencement of the restriction
- (iii) the period of restriction; and
- (iv) the reasons for the restriction.

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

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

24. Anti-dumping and countervailing duties and rights

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

may be due to him

25. Force Majeure

- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

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

27. Settlement of Disputes

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
 - (b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

- 28.1 Except in cases of criminal negligence or 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 Programme (NIP)** 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.