



Special Requirements and Conditions of Contract

RT79/2012CP

**RENDERING OF A NATIONAL AERO-MEDICAL SERVICE TO THE STATE FOR THE
PERIOD 01 APRIL 2012 TO 31 MARCH 2015**

VALIDITY PERIOD: 120 DAYS

National Treasury

Contract Management



CONTENTS

1.	SPECIAL CONDITIONS OF CONTRACT	4
2.	EVALUATION CRITERIA.....	4
2.1.	POINTS.....	5
3.	PRE-AWARD SUPPLIER DUE DILIGENCE.....	6
4.	PARTICIPATING DEPARTMENTS.....	6
5.	CONTRACT PERIOD	6
6.	RESPONSE FIELDS	6
7.	VALUE ADDED TAX.....	7
8.	TAX CLEARANCE CERTIFICATE.....	7
9.	DOCUMENTATION OF UNDERTAKING AND AVIATION LEGISLATIVE REQUIREMENTS.....	7
9.1	AVIATION LEGISLATIVE REQUIREMENTS.....	7
9.1.1.	Minimum Equipment for Aircraft	8
9.2.1.	Aircrew.....	8
9.3.1.	Operations.....	8
10.	CONTRACT ADMINISTRATION.....	9
11.	COUNTER CONDITIONS.....	9
12.	FRONTING	9
13.	SERVICE COMPLIANCE	10
13.1	End-user Requirements	10
13.2	PROVINCIAL ENVISAGED REQUIREMENTS.....	12
13.3	Aircraft.....	12
13.4	Infection Control and Fluid Contamination	12
13.5	Safety Management	13
14.	POST AWARD SERVICE COMPLIANCE.....	13
15.	PRICE QUALIFICATION.....	13
15.1.	Pricing Structure.....	13
16.	PRICE QUALIFICATION AND CONTRACT PRICE ADJUSTMENT PROCEDURE.....	14
16.1	Price adjustments	14
16.2	Formula component definitions	14



CONTENTS

16.2.1	Adjustable amount.....	14
16.2.2	Fixed portion.....	15
16.2.3	Cost components and proportions	15
16.2.4	Applicable indices / references	15
16.2.5	Base Index Date	16
16.2.6	End Index Date	16
16.2.7	Price Adjustment Periods	16
17.	REPORTING	17
17.1	Performance Measures.....	17
i.	End user Measures	17
ii.	Supplier Measures Completed by End-Users	17
17.2	Historical Volume and Value Reporting.....	17
18.	DELIVERY	17
18.1.1	Delivery Adherence.....	17
19.	SECURITY AND CONFIDENTIALITY OF INFORMATION.....	18
20.	ABBREVIATIONS	19
21.	CONTACT PERSONS.....	20

1. SPECIAL CONDITIONS OF CONTRACT

This bid and all contracts emanating there from will be subject to the General Conditions of Contract issued in accordance with Treasury Regulation 16A published in terms of the Public Finance Management Act, 1999 (Act 1 of 1999). The other Special Conditions of Contract are supplementary to that of the General Conditions of Contract. Where, however, the Special Conditions of Contract are in conflict with the General Conditions of Contract, the Special Conditions of Contract prevail.

2. EVALUATION CRITERIA

- a. In terms of regulation 4 of the Preferential Procurement Regulations pertaining to the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000), responsive bids will be adjudicated by the State on the 90/10-preference point system in terms of which points are awarded to bidders on the basis of:
 - The price bid (maximum 90 points)
 - Historically disadvantaged individuals as well as specific goals (maximum 10 points)
- b. The following formula will be used to calculate the points for price:

$$Ps = 90 \left(1 - \frac{Pt - P_{\min}}{P_{\min}} \right)$$

Where

Ps = Points scored for price of bid under consideration

Pt = Rand value of bid under consideration

Pmin = Rand value of lowest acceptable bid

- c. A maximum of 10 points will be awarded to a bidder for being a historically disadvantaged individual. For this bid the maximum number of points that could be allocated to a bidder is indicated in paragraph 3.1
- d. Rotary Wing: Basic Operating fee shall be a fixed fee per month, which includes thirty (30) hours free flying hours per month.
- e. Fixed Wing: Basic operating fee shall be a fixed fee per month.
- f. The State reserves the right to arrange contracts with more than one contractor.
- g. It is the Government's intention to promote the following goals with this bid, and the points to be allocated are indicated against each goal:

2.1. POINTS

GOALS	POINTS
Preference points for equity ownership by historically disadvantaged Individuals who, due to the apartheid policy that had been in place had no franchise in national elections prior to the introduction of the Constitution of the RSA, 1983 (Act 110 of 1983) or the Constitution of the RSA, 1993 (Act 200 of 1993), (“the Interim Constitution”) and/or	8
who is a female	2

- The points scored by a bidder in respect of the goals indicated above will be added to the points scored for price.
- A contract may, on reasonable and justifiable grounds, be awarded to a bid that did not score the highest number of points.
- Bidders are requested to complete the various preference claim forms in order to claim preference points.
- Only a bidder who has completed and signed the declaration part of the preference claim form will be considered for preference points.
- Contract Management may, before a bid is adjudicated or at any time, require a bidder to substantiate claims it has made with regard to preference points claimed.
- Points scored will be rounded off to the nearest 2 decimals.
- In the event that two or more bids have scored equal total points, the contract will be awarded to the bidder scoring the highest number of points for the specified goals. Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.
- The State reserves the right to negotiate prices with the approved or preferred suppliers.
- Please note that the following items/category will be evaluated and awarded as a group:

Item Number	Group
RT79-01-01CP RT79-01-02CP	GRP 001
RT79-01-03CP RT79-01-04CP	GRP 002
RT79-01-05CP RT79-01-06CP	GRP 003
RT79-01-07CP RT79-01-08CP	GRP 004

	5	
--	---	--



RT79-02-01CP RT79-02-02CP	GRP 005
RT79-04-01CP RT79-04-02CP	GRP 006

3. PRE-AWARD SUPPLIER DUE DILIGENCE

The State reserves the right to conduct supplier due diligence prior to final award.

4. PARTICIPATING DEPARTMENTS

Departments who indicated participation in this contract are:

- Provincial Department of Health Free State
- Provincial Department of Health Northern Cape
- Provincial Department of Health Kwa-zulu Natal
- Provincial Department of Health North West
- Provincial Department of Health Mpumalanga

5. CONTRACT PERIOD

The contract period shall be for a period of 36 months commencing 01 April 2012 to 31 March 2015

6. RESPONSE FIELDS

- a. Bidders may bid provincially for one province or all provinces as per attached pricing schedules.
- b. To ensure that a bid will be regarded as responsive it is imperative to comply with all conditions pertaining to this bid and to complete all the mandatory response fields, item questionnaires for the individual items the bidder wishes to bid for. In this regard, bidder's attention is drawn to the response field and price structure explanations and examples supplied in the bid document.
- c. Bidders are requested to complete the list of aircrafts offered in this bid (Annexure A)
- d. Non-compliance with condition (b) will invalidate the bid for such services offered.



7. VALUE ADDED TAX

All bid prices must be inclusive of 14% Value-Added Tax.

8. TAX CLEARANCE CERTIFICATE

An original and valid Tax Clearance Certificate issued by the South African Revenue Services certifying that the taxes of the bidder are in order must be submitted at the closing date and time of bid. Failure to comply with this condition will invalidate the bid.

9. DOCUMENTATION OF UNDERTAKING AND AVIATION LEGISLATIVE REQUIREMENTS

- a. It is a condition of this bid that bidders must comply with all Civil Aviation Authority Regulations as pertaining to the operations of an air-ambulance service (Rotor-Wing, Fixed Wing). Certified copies of valid certificates/licences thereof must be submitted with the bid document at the closing date and time of bid.

9.1 AVIATION LEGISLATIVE REQUIREMENTS

- a. Operators must submit certified copies of valid certificates and licence with the bid document at the closing date and time of bid in accordance with the following Acts and Regulations:
 - i. The operator must comply with the Air Services licensing Act No115 of 1990 and Domestic Air Services Regulations of 1991
 - ii. The Operator must comply with new SACAA revisions or implementation of all new SACAA regulations as applicable during the full contract period.
 - iii. The operator shall, in the provision of commercial air ambulance operations to the Provincial Departments of Health be the holder of a valid:
 - Class III, type G7 license, issued in terms of the Air Services Licensing Act, 1990, (Act No. 115 of 1990),
 - iv. The operator must comply with the provisions of the appropriate SACAA regulations in Part 121, Part 127, Part 135 and endorsed for operations in terms of Part 138.
 - v. Operator must also be compliant with SACAA regulations in terms of Part 139 Part 141 and Part 145 as the case may be unless more stringent criteria are specifically requested elsewhere in the bid documents.
 - vi. The operator must comply with Part 133, in the event that their bidding for rescue capability item



- b. Non-compliance with the above mentioned special conditions would automatically invalidate the bid

9.1.1. Minimum Equipment for Aircraft

- a. 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.
- b. Helicopter's 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.
- c. The Pilot-in-command of a helicopter used in an air ambulance operation shall not undertake any air ambulance flight operation by night unless such a helicopter is certified for instrument flight and is operated in accordance with its flight manual for instrument flight: provided that in any other case an air ambulance flight which is operated under VMC-
 - i. may continue to an illuminated hospital stop or an aerodrome approved for night operations for not more than 45 minutes after sun set; and
 - ii. may commence such a flight within 45 minutes before sunrise.

9.2.1. Aircrew

All aircrew shall be appropriately licensed in terms of the provisions of Part 61 of the South African Civil Aviation Regulations pertaining to aircrew licensing. Further, 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.

9.3.1. Operations

- i. 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,
 - Non-compliance with the above mentioned special conditions will automatically invalidate the bid for such services offered.



10. CONTRACT ADMINISTRATION

- a. Successful bidders must advise the Chief Directorate: Contract Management, National Treasury immediately prior to and for the entire duration of the contract, of any unforeseeable circumstances that will adversely affect the execution of the contract. Full particulars of such circumstances as well as the period of delay must be furnished.
- b. The facilitation and administration of the contract i.e. evaluation, award, distribution of contract circular, etc. will be the sole responsibility of Contract Management, National Treasury and all correspondence in this regard must be directed to the following address:

The Chief Directorate: Contract Management, National Treasury, Private Bag X115
Pretoria, 0001

- c. Orders will be placed by client departments who will be responsible for the payment to contractors for goods delivered and/or services rendered.

11. COUNTER CONDITIONS

Bidder's attention is drawn to the fact that amendments to any of the Special Conditions by bidders will result in invalidation of such bids.

12. FRONTING

The National Treasury supports the spirit of broad based black economic empowerment and recognizes that real empowerment can only be achieved through individuals and businesses conducting themselves in accordance with the Constitution and in an honest, fair, equitable, transparent and legally compliant manner. Against this background the National Treasury condemn any form of fronting.

The National Treasury, in ensuring that bidders conduct themselves in an honest manner will, as part of the bid evaluation processes, conduct or initiate the necessary enquiries/investigations to determine the accuracy of the representation made in bid documents. Should any of the fronting indicators as contained in the Guidelines on Complex Structures and Transactions and Fronting, issued by the Department of Trade and Industry, be established during such enquiry / investigation, the onus will be on the bidder / contractor to prove that fronting does not exist. Failure to do so within a period of 14 days from date of notification may invalidate the bid / contract and may also result in the restriction of the bidder /contractor to conduct business with the public sector for a period not exceeding ten years, in addition to any other remedies the National Treasury may have against the bidder / contractor concerned.



13. SERVICE COMPLIANCE

13.1 End-user Requirements

Bidders to comply with the following conditions pertinent to Emergency Medical Services Air Ambulance Service Operations:

- a. Civil Aviation Authority (SACAA) Part 138;
- b. Operators AOC must have a G7 rating as well as Part 138 approval;
- c. Pilot qualification and experience must be relevant to emergency services (such as SANDF, SAPS, EMS or equivalent)
- d. Proof of adequate insurance and indemnity cover will be required in respect of:
 - Patients in Transit;
 - Personnel of the relevant Provincial Government;
 - Any approved person utilizing the service and;
 - Equipment supplied and installed.
- e. All aircraft contracted and secured under this contract will be under the complete sole use and authority of the Emergency Medical Services of the relevant Provincial Department of Health, and may NOT be made available to any other person/organization/institution prior to written approval from the Accounting Officer and/or Provincial Head of Emergency Medical Services or a designated official.
- f. All aircraft contracted and secured under this contract will be considered permanent for the contract period provided that; if (excluding an accident) any aircraft is to be replaced OR substituted, a MINIMUM advance warning period of 60 days is mandatory. This warning shall be provided in writing to the Accounting Officer and Provincial Head of Emergency Medical Services with the reasons for such a requirement. This submission must contain details of replacement aircraft and when it will be operational for this contract. In the event of an accident, immediate written notification is required. This should be followed no more than 24 hours later with details of repair schedule/replacement aircraft and when it will be operational for this contract.



- g. With reference to “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:” as contained in the detailed technical specifications (Section 3.26 Fixed Wings & Section 3.28 Helicopters), the relevant Provincial Department of Health reserves the right to implement an alternative revenue collection model to that specified in consultation with the contractor/s.
- h. With reference to “the supply of non-disposable (capital) medical equipment,” (Section 3.11 Fixed Wings & Section 3.12 Helicopters), as contained in the detailed technical specifications for both Rotor-Wing and Fixed-Wing, the relevant Provincial Department of Health reserves the right to implement an alternative service delivery model to that specified in consultation with the contractor/s. (E.g. For the Bidder/Contractor to supply capital medical equipment). Bidders must note that should they be required to supply capital medical equipment, it is a condition that such equipment 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 relevant Provincial Department of Health.
- i. In terms of Occupational Health and Safety and aviation legislation, a suitable facility for the housing of the relevant aircraft/s, staff, rest areas, cleaning, disinfection and disposal of medical equipment must be provided for as part of the bid.
- j. 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.
- k. All medical gases and re-filling stations (where applicable) stored on the base must be stored in terms of existing legislation.
- l. The Department of Health – Republic of South Africa and/or participating Provincial Departments of Health reserve the right to appoint an external auditor/auditing company and/or an internal audit representative to perform audits on the entire aero-medical service program, either within a specific province and/or nationally.
- m. In case of scheduled maintenance of less than twenty-four hours the relevant 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 relevant Provincial Department of Health with the required service.

13.2 PROVINCIAL ENVISAGED REQUIREMENTS

<i>TYPE</i>	<i>Free State</i>	<i>KZN</i>	<i>Northern Cape</i>	<i>North West</i>	<i>Mpumalanga</i>
ROTARY WING	√	√		√	√
FIXED WING	√	√	√		

- The above matrix reflects the various needs for each Province.

13.3 Aircraft

- The operator shall ensure that all aircraft operated on behalf of the National Department of Health or Provincial Departments of Health, in the provision of services for the purposes of Commercial Air Ambulance Operations, are equipped, operated and maintained in accordance with the regulations as specified in applicable SACAR and CAT.
- Aircraft shall meet the performance requirements as per the SACAR as a minimum, or as specified by the Department of Health if these requirements exceed those specified in the SACAR.
- Helicopter's equipped for the provision of rescue services shall comply with the regulations as specified under Part 133 of the SACAR, pertaining to External Load operations, Part 127 and 133 of the regulations pertaining to the performance classification.

13.4 Infection Control and Fluid Contamination

The operator shall provide proof of compliance with the requirements of Subpart 7 of Part 138 of the regulations pertaining to Infection Control and Fluid Contamination in respect of protection of personnel under the provisions of the Occupations Health and Safety Act (OHSA) as well as the relevant controls in place to prevent contamination of the aircraft from bodily fluids. All procedures and equipment relevant to these protections as well as training for personnel shall be appropriately documented in the Manual of Procedures and training endorsed on the training files (Portfolio of Evidence) as required under the relevant regulations.

13.5 Safety Management

In consideration of future regulations pertaining to the mandated requirement for the introduction of a Safety Management System, the operator shall provide reasonable evidence of the introduction of processes to manage safety and reduce risk with the view to conducting services with the concept of ASARP in mind.

14. POST AWARD SERVICE COMPLIANCE

- a. The Contractor must be in the possession of valid Air Service license and Air Operators Certificates for the material time of the contract period.
- b. In the event that the License/certificates expire during the contract period, the contractor is obliged to submit renewed license/certificates to Contract management.
- c. The State reserves the right to terminate the contract, in the event that the contractor fails to submit the valid License/certificates during the contract period.

15. PRICE QUALIFICATION

15.1. Pricing Structure

- a. Rotary Wing: Basic Operating Fee which is a fixed monthly charge and includes cost elements such as aircraft, pilot salaries and training, infrastructure (hanger space), insurance, general overheads and other fixed costs. The Basic Operating fee shall be a fixed fee per month, which includes thirty (30) hours free flying hours per month.
- b. Rotary Wing: Direct Operating Cost which is an hourly rate for the actual use of the aircraft to render the service. This includes variable cost elements such as spare parts, fuel and oil, maintenance and labour and other general variable costs.
- c. Fixed Wing: Basic Operating cost which is a fixed monthly charge and includes cost elements such as aircraft, pilot salaries and training, infrastructure (hanger space), insurance, general overheads and other fixed costs.
- d. Fixed Wing: Direct operating cost which is a kilometre rate for the actual use of the aircraft to render the service. This includes variable cost elements such as spare parts, fuel and oil, maintenance and labour and other general variable costs.

16. PRICE QUALIFICATION AND CONTRACT PRICE ADJUSTMENT PROCEDURE

Prices submitted for this bid will be regarded as non-firm and subject to adjustment(s) in terms of the following formula, defined areas of cost and defined periods of time:

16.1 Price adjustments

The following price adjustment formula will be applicable for calculating contract price adjustments (CPA).

$Pa = (1 - V)Pt \left(D1 \frac{R1t}{R1o} + D2 \frac{R2t}{R2o} + D3 \frac{R3t}{R3o} + \dots + Dn \frac{Rnt}{Rno} \right) + VPt$		
Pa	=	The new adjusted price to be calculated
V	=	Fixed portion of the bid price (15% or 0.15)
Pt	=	Original bid price. Note that Pt must always be the original bid price and not an adjusted price
(1-V)Pt	=	Adjustable portion of the bid price (85% or 0.85).
D1 – Dn	=	Each factor (or percentage) of the bid price, e.g., material, labour, transport, overheads, etc. The total of the various factors (or percentages) D1 – Dn must add up to 1 (or 100%).
R1t – Rnt	=	End Index. Index figure obtained from the index at the end of each adjustment period.
R1o–Rno	=	Base Index. Index figure at the time of bidding.
VPt	=	15% (or 0.15) of the original bid price. This portion of the bid price remains fixed, i.e. it is not subject to price adjustment.

16.2 Formula component definitions

16.2.1 Adjustable amount

The adjustable amount is the portion of the bid price which is subject to adjustment. In this bid the adjustable amount is 85% of the original bid price. For example, if the bid price is R1000 (including VAT), then only R850 (incl. VAT) will be subject to adjustment.

16.2.2 **Fixed portion**

The fixed portion represents those costs which will not change over the adjustment period and DOES NOT represent the profit margin. In this bid the fixed portion is 15% of the original bid price. Using the same example as above, it would amount to R150 which will remain fixed over the contract period.

16.2.3 **Cost components and proportions**

The cost components of the contract price usually constitute the cost of materials (raw material or finished product), cost of direct labour, cost of transport and those other costs which are inclined to change. The proportions are the contribution to the contract price of each of these cost components. In this bid the following cost components will be used to calculate contract price adjustments.

Bidders are requested to submit the cost breakdown of the bid price for each item with their bid. Should the cost breakdown be the same for all items on the bid, please indicate it clearly in the bid document.

Cost Component	% Contribution
D1- Aircraft	
D2 – Maintenance and hangerage	
D3 – Pilot and crew cost	
D4 - Insurance	
D5 - Overheads	
D6 – Other	
TOTAL	100 %

16.2.4 **Applicable indices / references**

The applicable index refers to the relevant market index, which is a true reflection of price movement(s) in the cost over time. In this bid the following indices or reference will be applicable:

Cost component	Publication	Reference
D1 – Aircraft	STATS SA P0141 CPI -Services	Table E: Services
D2 - Maintenance and hangerage	STATS SA P0141 CPI	Table E All items
D3 - Pilot and crew cost	STATS SA P0141 CPI OR Labour agreement ¹	Table E All items OR Labour agreement to be provided
D4 – Insurance	Stats SA P0141(CPI) Table E	Miscellaneous goods and services - Insurance
D5– Overheads	Stats SA P0141 CPI	Table E: All Items
D6– Other	Specify	Documentary evidence to accompany claim

¹ In the absence of a labour agreement, the labour cost component will be adjusted with CPI inflation.

16.2.5 Base Index Date

The base index date applicable to the formula is defined as the date at which the price adjustment starts. In this bid the base index date is August 2011.

16.2.6 End Index Date

The end index dates are the dates at predetermined points in time during the contract period. In this bid the end indices are defined in the next paragraph (Par. 16.2.7 – Price Adjustment Periods).

16.2.7 Price Adjustment Periods

Adjustment to contract prices may be applied for at the following dates:

Adjustment	CPA application to reach the office at the following dates	End Index Date	Dates from which adjusted prices will become effective	Dates until which adjusted prices will be effective
1 st Adjustment	1 Dec 2012	Oct 2012	1 Jan 2013	31 Dec 2013
2 nd Adjustment	1 Dec 2013	Oct 2013	1 Jan 2014	31 Dec 2014

17. REPORTING

17.1 Performance Measures

The following performance measures are required to be electronically supplied on a 6 monthly basis to the National Treasury: Contract Management. Electronic templates will be supplied to the end-users and successful bidders for use.

i. End user Measures

The following measures will be applicable to end-users:

- a. On time payment percentage
- b. Rand value of on-time payment

ii. Supplier Measures Completed by End-Users

The following measures will be applicable to suppliers:

- a. On-time delivery of service
- b. Call-out response time
- c. Percentage availability

17.2 Historical Volume and Value Reporting

It is requested that successful bidders shall electronically submit historical monthly core volumes and value reports to National Department of Health. Electronic templates will be supplied to successful bidders for use.

18. DELIVERY

18.1.1 Delivery Adherence

- a. Specific service delivery must be quoted for the duration of the contract period.
- b. Delivery of services must be provided in accordance with the contractor's bid document.
- c. All invoices should be delivered/posted to reach the institution that placed the order timeously. The invoices should be original and accompanied by proof of delivery.
- d. Notwithstanding the provisions of the 'General Conditions of Contract'; the following Special Conditions shall apply to this contract. An Operator who does not meet expected



service delivery shall be advised, in writing, of such non performance/compliance and provided with a reason or reasons. The Operator will be given a period not exceeding 21 days to institute remedial action such that the non performance/compliance is rectified to the satisfaction of the Accounting Officer and Provincial Head of Emergency Medical Services. Should such remedial action not take place OR not be to the satisfaction of the Accounting Officer and Provincial Head of Emergency Medical Services, penalties, as provided for in the 'General Conditions of Contract', may be immediately imposed.

- e. Should a contractor, at any time during the period of the contract, in part or whole, for any reason, be unable to render the services required by the end-user department/s, the contractor shall:
 - i. Provide the Department of Health with proposed alternative arrangement/s;
 - ii. Submit the alternative arrangement/s in writing to the Department of Health;
 - iii. Provide the duration of such alternative/s;
 - iv. Obtain approval from the Departments of Health and National Treasury to institute the alternative arrangement/s.
- f. Under such circumstances, the relevant end-user department retains the right to enter into a separate service agreement/s from an alternative contractor on the RT79/2012CP Contract for the provision of services.

19. SECURITY AND CONFIDENTIALITY OF INFORMATION

- a. The contractor and its personnel providing the service must be cleared by the NIA to the level of confidential/secret/top secret as per the Minimum Information Security Standards (MISS).
- b. Obtaining a positive recommendation of the personnel is the responsibility of the contractors. If the principal contractor appoints a subcontractor or agent, the same provisions and measure will apply.
- c. The contractor must implement all such security measures as the safe performance of the contract.
- d. The contractor will regard all information which he/she obtains or is entrusted with concerning the participating department, its members or freight whilst executing the contract, as confidential, or top secret as it may be and the contractor, his /her employees, sub-contractors or agents shall not make any such information obtained or entrusted with, known to any other person or to the media.



20. ABBREVIATIONS

In this bid document, the following words or expressions shall have the meanings hereby assigned to them, except where the context otherwise requires.

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
EMRS	Emergency Medical & Rescue Services
FDR	Flight Data Recorder
GPS	Global Positioning System
HOGES	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	Reduced Vertical Separation Minimum
SACAA	South African Civil Aviation Authority
SACAR	South African Civil Aviation Regulations



SANDF South African National Defence Force

SAPS South African Police Service

TCAS Traffic Alert and Collision Avoidance System

VFR Visual Flight Rules

VMC Visual Meteorological Conditions

21. CONTACT PERSONS

Any enquiries with regard to the bid procedures, such may be directed to the Chief Director: Contract Management. The contact person is:

Name: Wendy Rakitla **E-Mail:** Wendy.Rakitla@treasury.gov.za

Tel: (012) 315 5006 **Fax:** (012) 315 5400

Name: Banningi Masilela **E-Mail:** Banningi.Masilela@treasury.gov.za

Tel: (012) 315 5731 **Fax:** (012) 315 5400

Technical Enquiries of the bid may be directed to the Directorate: Emergency Medical Services and Disaster Management. The contact person is:

Name: Charles Theu **E-Mail:** theu1234@gmail.com

Tel: (012) 395-8285 **Fax:** (012) 312 0447

Name: Emily Modotoane (CAA) **E-Mail:** ModutwaneE@caa.co.za

Tel: (011) 545 1136 **Fax:** (012) 11 545 1457



ANNEXURE A

LIST OF AIRCRAFT OFFERED FOR THIS CONTRACT

(Must be inserted by bidder)

S/NO	AIRCRAFT TYPE	AIRCRAFT MODEL	CAPACITY IN TONS	NUMBER OF SEATS	TAIL NO

NOTE:

- Additional pages can be added
- Attach photo / layout sketches of aircraft offered
- Attach safety sheets of all aircraft for the transportation of passengers
- Attach certification of modification to a/c frame from manufacturer of origin.