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## **SPECIAL CONDITIONS OF CONTRACT**

# **RT79-2015**

**RENDERING OF A NATIONAL AERO-MEDICAL SERVICE TO THE STATE  
FOR THE PERIOD 1 SEPTEMBER 2015 TO 31 AUGUST 2018**

**NATIONAL TREASURY  
CONTRACT MANAGEMENT**



## TABLE OF CONTENTS

ABBREVIATIONS .....	3
SECTION A .....	4
1 LEGISLATIVE AND REGULATORY FRAMEWORK .....	4
2 EVALUATION CRITERIA .....	4
3 RESPONSE FIELDS.....	6
4 AUTHORISATION DECLARATION .....	6
5 TAX CLEARANCE CERTIFICATE.....	6
6 VALUE ADDED TAX.....	7
7 SUBMISSION OF BIDS .....	7
8 LATE BIDS .....	7
9 COUNTER CONDITIONS .....	7
10 FRONTING.....	7
11 SUPPLIER DUE DILIGENCE .....	8
12 COMMUNICATION.....	8
13 CONTACT DETAILS.....	9
SECTION B.....	10
14 CONTRACT PERIOD.....	10
15 PARTICIPATING GOVERNMENT DEPARTMENTS / INSTITUTIONS .....	10
16 AWARD CONDITIONS .....	10
17 LEGISLATIVE AND REGULATORY REQUIREMENTS SPECIFIC TO THIS BID.....	11
18 PRICING STRUCTURE .....	13
19 CONTRACT PRICE ADJUSTMENTS.....	14
20 QUALITY .....	18
21 DELIVERY AND QUANTITIES .....	21
SECTION C.....	22
22 ROLES AND RESPONSIBILITIES .....	22
23 ORDERS AND DELIVERY .....	22
24 DELIVERY .....	23
25 SECURITY AND CONFIDENTIALITY OF INFORMATION .....	24
26 POST AWARD REPORTING .....	24



## ABBREVIATIONS

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



## **SECTION A**

### **1 LEGISLATIVE AND REGULATORY FRAMEWORK**

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 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**

#### **2.1 Preference Point System**

2.1.1 In terms of regulation 6 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 bid price (maximum 90 points)
- B-BBEE status level of contributor (maximum 10 points)

2.1.2 The following formula will be used to calculate the points for price:

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

Where

$P_s$  = Points scored for comparative price of bid under consideration

$P_t$  = Comparative price of bid under consideration

$P_{\min}$  = Comparative price of lowest acceptable bid

2.1.3 A maximum of 10 points may be allocated to a bidder for attaining their B-BBEE status level of contributor in accordance with the table below:

<b>B-BBEE Status Level of Contributor</b>	<b>Number of Points</b>
1	10



2	9
3	8
4	5
5	4
6	3
7	2
8	1
Non-compliant contributor	0

- 2.1.4 Bidders are required to complete the preference claim form (SBD 6.1), and submit their original and valid B-BBEE status level verification certificate or a certified copy thereof at the closing date and time of the bid in order to claim the B-BBEE status level point.
- 2.1.5 The points scored by a bidder in respect of the level of B-BBEE contribution will be added to the points scored for price.
- 2.1.6 Only bidders who have completed and signed the declaration part of the preference claim form and who have submitted a B-BBEE status level certificate issued by a registered auditor, accounting officer (as contemplated in section 60(4) of the Close Corporation Act, 1984 (Act no. 69 of 1984)) or an accredited verification agency will be considered for preference points.
- 2.1.7 Failure on the part of the bidder to comply with paragraphs 2.1.4 and 2.1.6 above will be deemed that preference points for B-BBEE status level of contribution are not claimed and will therefore be allocated a zero (0).
- 2.1.8 The State may, before a bid is adjudicated or at any time, require a bidder to substantiate claims it has made with regard to preference.
- 2.1.9 The points scored will be rounded off to the nearest 2 decimals.
- 2.1.10 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 preference points for B-BBEE.
- 2.1.11 Should two or more bids be equal in all respects, the award shall be decided by the drawing of



lots.

- 2.1.12 A contract may, on reasonable and justifiable grounds, be awarded to a bid that did not score the highest number of points.

### **3 RESPONSE FIELDS**

- 3.1 Bidders are required to submit responsive bids by completing all the prices, mandatory response fields and item questionnaires on the provided pricing schedule for the individual items. In this regard bidder's attention is drawn to the response field and price structure explanations and examples supplied in the bid document (TCBD 6 – Response Field Explanations).
- 3.2 Non-compliance with this condition may invalidate the bid for the item(s) concerned.

### **4 AUTHORISATION DECLARATION**

- 4.1 Any bidder who is sourcing goods or services from a third party must complete the "Authorisation Declaration" (TCBD 1) in full for all relevant goods or services, sign it and submit it together with the bid documents at the closing date and time of the bid.
- 4.2 The State reserves the right to verify any information supplied by the bidder in the Authorisation Declaration and should the information be found to be false or incorrect, the State will exercise any of the remedies available to it in the bid documents.
- 4.3 The bidder must ensure that all financial and supply arrangements for goods or services have been mutually agreed upon between the bidder and the third party. No agreement between the bidder and the third party will be binding on the State.
- 4.4 Failure to submit a duly completed and signed Authorisation Declaration, with the required annexure(s), in accordance with the above provisions will invalidate the bid for such goods or services offered.

### **5 TAX CLEARANCE CERTIFICATE**

- 5.1 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. [Please refer to SBD2 – Tax Clearance Certificate Requirements.](#)

- 5.2 Copies and/or certified copies of the Tax Clearance Certificate will not be acceptable.
- 5.3 Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid.

## **6 VALUE ADDED TAX**

- 6.1 All bid prices must be inclusive of 14% Value-Added Tax.
- 6.2 Failure to comply with this condition may invalidate the bid.

## **7 SUBMISSION OF BIDS**

- 7.1 Bidders must submit the bid in hard copy format (paper document) to National Treasury: Tender Information Centre before the closing date and time. The hard copy of the bid response will serve as the legal bid document. The bid must be addressed to the National Treasury: Tender Information Centre.
- 7.2 Each bid should be submitted in a separate, sealed envelope or suitable cover on which the name and address of the bidder, the bid number and the closing date must be clearly endorsed.

## **8 LATE BIDS**

Bids received after the closing date and time, at the address indicated in the bid documents, will not be accepted for consideration and where practicable, be returned unopened to the bidder.

## **9 COUNTER CONDITIONS**

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

## **10 FRONTING**

- 10.1 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.

- 10.2 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.

## **11 SUPPLIER DUE DILIGENCE**

The State reserves the right to conduct supplier due diligence prior to final award or at any time during the contract period. This may include site visits.

## **12 COMMUNICATION**

- 12.1 Contract Management may communicate with bidders where clarity is sought after the closing date of the bid and prior to the award of the contract, or to extend the validity period of the bid, if necessary.
- 12.2 Any communication to any government official or a person acting in an advisory capacity for the State in respect of this bid between the closing date and the award of the bid by the bidder is discouraged.
- 12.3 All communication between the bidder and the Contract Management Office must be done in writing.





## **13 CONTACT DETAILS**

### **13.1 General**

Chief Directorate: Contract Management, National Treasury, Private Bag x115, Pretoria, 0001

Physical address: 240 Madiba Street, cnr. Thabo Sehume - and Madiba Streets, Pretoria

### **13.2 Bid Enquiries**

Contract Managers: Lebogang Mosuwe

Contract Management, National Treasury

Tel: (012) 406 9022

Fax: (012) 315 – 5400

E-mail:lebogang.mosuwe@treasury.gov.za



## **SECTION B**

### **14 CONTRACT PERIOD**

The contract period shall be for a period of 36 months commencing on **1 September 2015 to 31 August 2018.**

### **15 PARTICIPATING GOVERNMENT DEPARTMENTS / INSTITUTIONS**

15.1 Government Departments / Institutions who will participate in this contract are:

#### **National Departments**

#### **Provincial Departments**

- Provincial Department of Health Limpopo
- Provincial Department of Health Kwa-zulu Natal
- Provincial Department of Health Mpumalanga
- Provincial Department of Northern Cape

### **15.2 *Post award participation***

15.2.1 In terms of Treasury Regulation 16A6.6 and Municipal Supply Chain Management Regulation 32, an Accounting Officer/Accounting Authority may, on behalf of the department, constitutional institution, public entity, Municipality or Municipal Entity, request to participate in transversal term contracts contract arranged by means of a competitive bidding process by National Treasury, subject to written approval by the BAC for Transversal Contracts and relevant contractors.

## **16 AWARD CONDITIONS**

### **16.1 *Items Grouped as a Series***

- 16.1.1 All items that are grouped as a series in specification shall be regarded as a group series and be evaluated and awarded accordingly.
- 16.1.2 Bidders are required to offer prices for all units of measure specified in the series.
- 16.1.3 Bidders must take note that the allocation of points will be per category (group award).



16.1.4 Please note that the following items/category will be evaluated and awarded as a group:

Item Number	Group
RT79-01-03CP RT79-01-04CP	GRP 001
RT79-01-05CP RT79-01-06CP	GRP 002
RT79-01-07CP RT79-01-08CP	GRP 003
RT79-02-01CP RT79-02-02CP	GRP 004
RT79-04-01CP RT79-04-02CP	GRP 005

16.1.5 Non-compliance with the abovementioned special conditions will invalidate the bid for the item/s concerned

## **17 LEGISLATIVE AND REGULATORY REQUIREMENTS SPECIFIC TO THIS BID**

Bidders are required to adhere to the following legislative and regulatory requirements. Non-compliance with these conditions may invalidate the bid for such products offered.

### **17.1 Aviation Legislative Requirements**

17.1.1 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.

17.1.2 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:

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

17.1.4 The Operator must comply with new SACAA revisions or implementation of all new SACAA regulations as applicable during the full contract period.

17.1.5 The operator shall, in the provision of commercial air ambulance operations to the Provincial Departments of Health be the holder of a valid:



- 17.1.6 Class III, type G7 license, issued in terms of the Air Services Licensing Act, 1990, (Act No. 115 of 1990),
- 17.1.7 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.
- 17.1.8 The 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.
- 17.1.9 The operator must comply with Part 133, in the event that their bidding for rescue capability item
- 17.1.10 Non-compliance with any of the above mentioned special conditions MAY automatically invalidate the bid.

#### **17.2 *Minimum Equipment for Aircraft***

- 17.2.1 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.
- 17.2.2 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.
- 17.2.3 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- may continue to an illuminated hospital stop or an aerodrome approved for night operations for not more than 45 minutes after sun set; and may commence such a flight within 45 minutes before sunrise.

#### **17.3 *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.

#### **17.4 Operations**

- 17.4.1 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,
- 17.4.2 Non-compliance with the above mentioned special conditions will automatically invalidate the bid for such services offered.

### **18 PRICING STRUCTURE**

- 18.1 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.
- 18.2 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.
- 18.3 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.
- 18.4 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.
- 18.5 Prices submitted for this bid must be filled in on the field provided on the pricing schedules supplied with the bid. Price structures that do not comply with this requirement may invalidate



the bid.

## 19 CONTRACT PRICE ADJUSTMENTS

### 19.1 *Formula*

19.1.1 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.

19.1.2 Applications for price adjustments must be accompanied by documentary evidence in support of any adjustment claim.

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

$Pa = \left( 1 - V \right) Pt \left( D1 \frac{R1t}{R1o} + D2 \frac{R2t}{R2o} + D3 \frac{R3t}{R3o} + ..... + Dn \frac{Rnt}{Rno} \right) + VPt$		
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.



## 19.2 **Formula component definitions**

### 19.2.1 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, then only R850 will be subject to adjustment.

### 19.2.2 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.

### 19.2.3 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. Bidders will not be allowed to change the cost breakdown of bid prices during the tenure of the contract.

Successful bidders that are direct importers of raw material / finished product can apply for RoE adjustment under cost element D1. If the successful bidder is not a direct importer of raw material / finished product, cost component D1 would not be applicable and only local cost components (D2 - Dn) would be applicable.

<b>Cost Component</b>	<b>% Contribution</b>
D1- Aircraft	
D2 – Maintenance and hangerage	
D3 – Pilot and crew cost	
D4 - Insurance	
D5 - Overheads	



D6- Other (Specify)	
<b>TOTAL (Cost components must add up to 100%)</b>	<b>100 %</b>

19.2.4 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 <sup>1</sup>	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

19.2.5 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 **November 2014**.

19.2.6 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 (Price Adjustment Periods).

19.2.7 Price Adjustment Periods

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

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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 <sup>st</sup> Adjustment	6 May 2015	March 2015	1 June 2015	30 November 2015
2 <sup>nd</sup> Adjustment	6 November 2015	September 2015	1 December 2015	31 May 2016
3 <sup>rd</sup> Adjustment	6 May 2016	March 2016	1 June 2016	30 November 2016
4 <sup>th</sup> Adjustment	7 November 2016	September 2016	1 December 2016	31 May 2017
5 <sup>th</sup> Adjustment	5 May 2017	March 2017	1 June 2017	30 November 2017
6 <sup>th</sup> Adjustment	6 November 2017	September 2017	1 December 2017	31 March 2018

### 19.3 **General**

- 19.3.1 Unless prior approval has been obtained from Contract Management, no adjustment in contract prices will be made.
- 19.3.2 Applications for price adjustment must be accompanied by documentary evidence in support of any adjustment.
- 19.3.3 CPA applications will be applied strictly according to the specified formula and parameters above as well as the cost breakdown supplied by bidders in their bid documents.
- 19.3.4 In the event where the supplier's CPA application, based on the above formula and parameters, differs from Contract Management's verification, Contract Management will consult with the supplier to resolve the differences.
- 19.3.5 Bidders are referred to paragraph 9 of the Special Conditions regarding Counter Conditions.
- 19.3.6 An electronic price adjustment calculator will be available on request from Contract Management.



## 20 QUALITY

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

- 20.1.1 Civil Aviation Authority (SACAA) Part 138;
- 20.1.2 Operators AOC must have a G7 rating as well as Part 138 approval;
- 20.1.3 Pilot qualification and experience must be relevant to emergency services (such as SANDF, SAPS, EMS or equivalent)
- 20.1.4 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.
- 20.1.5 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.
- 20.1.6 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.

- 20.1.7 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.
- 20.1.8 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.
- 20.1.9 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.
- 20.1.10 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.
- 20.1.11 All medical gases and re-filling stations (where applicable) stored on the base must be stored in terms of existing legislation.
- 20.1.12 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.

- 20.1.13 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.
- 20.1.14 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.
- 20.1.15 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.
- 20.1.16 Helicopters 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.
- 20.1.17 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.
- 20.1.18 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.



## **21 DELIVERY AND QUANTITIES**

### **21.1 *Delivery Basis***

21.1.1 Firm lead times for delivery must be quoted for the duration of the contract period.

21.1.2 Transit and storage conditions applicable to the relevant product must be adhered to.

### **21.2 *Quantities***

21.2.1 The quantities reflected in the bid forms are estimated quantities and no guarantee is given or implied as to the actual quantity which will be procured during the contract period.

21.2.2 The quantity indicated against each item represents the total estimated off-take of all participating departments.



## **SECTION C**

### **22 ROLES AND RESPONSIBILITIES**

#### **22.1 *Contract Administration***

- 22.1.1 The administration and facilitation of the contract will be the responsibility of National Treasury, Contract Management 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

- 22.1.2 Contractors must advise the Chief Directorate: Contract Management, National Treasury immediately when unforeseeable circumstances will adversely affect the execution of the contract. Full particulars of such circumstances as well as the period of delay must be furnished.

#### **22.2 *Supplier Performance Management***

- 22.2.1 Supplier performance management will be the responsibility of end-user departments and where supplier performance disputes cannot be resolved between the contractor and the relevant purchasing institution, National Treasury: Contract Management must be informed for corrective action.

#### **22.3 *Placement of Orders and Payments***

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

### **23 ORDERS AND DELIVERY**

#### **23.1 *Orders***

- 23.1.1 Contractors should note that each individual purchasing institution is responsible for generating the order(s) as well as the payment(s) thereof.

- 23.1.2 Contractors should note that the order(s) will be placed as and when required during the contract period and delivery points will be specified by the relevant purchasing institution(s).



23.1.3 The instructions appearing on the official order form regarding the supply, dispatch and submission of invoices must be strictly adhered to and under no circumstances should the contractor deviate from the orders issued by the purchasing institutions.

23.1.4 The State is under no obligation to accept any quantity which is in excess of the ordered quantity.

## **24 DELIVERY**

24.1.1 Specific service delivery must be quoted for the duration of the contract period.

24.1.2 Delivery of services must be provided in accordance with the contractor's bid document.

24.1.3 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.

24.1.4 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.

24.1.5 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.

- 24.1.6 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 RT79/2015 Contract for the provision of services.

## **25 SECURITY AND CONFIDENTIALITY OF INFORMATION**

- 25.1 All successful contractors will be subject to a National Intelligence Agency (NIA) clearance process which will be facilitated by the National Treasury.
- 25.2 The state may enforce section 23 (termination for default) of the General Condition of Contract in a case where the contractor's clearance has a negative outcome.
- 25.3 The contractor will regard all information which he/she obtains or is entrusted with concerning the participating department or its members whilst executing the contract, as confidential, secret or top secret.
- 25.4 The contractor, his /her employees, sub-contractor's or agents may not make any such information obtained or entrusted with known to any other person or to the media.

## **26 POST AWARD REPORTING**

### **26.1 *Historical Data***

All successful bidders are required to submit historical value and volume reports via e-mail on a six (6) monthly basis to:

- 26.1.1 Contract Management, National Treasury:  
Lebogang Mosuwe ([lebogang.mosuwe@treasury.gov.za](mailto:lebogang.mosuwe@treasury.gov.za))





For this purpose electronic templates will be supplied to successful bidders.

Period	Dates at which reports must be submitted
1	15 March 2016
2	15 September 2016
3	15 March 2017
4	15 September 2017
5	15 March 2018

**END**