

OFFICE OF HEALTH STANDARDS COMPLIANCE (OHSC)



BID NO: OHSC/06/OCT/2023

APPOINTMENT OF A SERVICE PROVIDER FOR THE BESPOKE SOFTWARE DEVELOPMENT, CUSTOMISATION/ENHANCEMENT, MAINTENANCE AND SUPPORT SERVICES OF THE OHSC INFORMATION SYSTEM FOR THREE YEARS.

CLOSING DATE: 27 OCTOBER 2023

CLOSING TIME: 11:00 AM

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PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	OHSC/6/OCT/2023	CLOSING DATE:	27 OCTOBER 2023	CLOSING TIME:	11H00
DESCRIPTION	TENDER FOR APPOINTMENT OF A SERVICE PROVIDER FOR THE BESPOKE SOFTWARE DEVELOPMENT,CUSTOMISATION/ ENHANCEMENT,MAINTENANCE AND SUPPORT SERVICES OF THE OHSC INFORMATION SYSTEM FOR THREE YEARS.				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
NO 79 STEVE BIKO ROAD,PRINSHOF, ARCARDIA, PRETORIA-OHSC BUILDING OPPOSITE DEPARTMENT OF AGRICULTURE).					
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					
	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes	
	<input type="checkbox"/> No			<input type="checkbox"/> No	
IF YES, WHO WAS THE CERTIFICATE ISSUED BY?					
AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX	<input type="checkbox"/>	AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)			
	<input type="checkbox"/>	A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)			
	<input type="checkbox"/>	A REGISTERED AUDITOR			
		NAME:			
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT(FOR EMEs& QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					

1.1.1.1 ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	1.1.1.2 ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ANSWER PART B:3 BELOW]
1.1.1.3 SIGNATURE OF BIDDER	1.1.1.4 DATE	
1.1.1.5 CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)			
1.1.1.6 TOTAL NUMBER OF ITEMS OFFERED		1.1.1.7 TOTAL BID PRICE (ALL INCLUSIVE)	
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT/ PUBLIC ENTITY	OHSC	CONTACT PERSON	Jay Tulsee
CONTACT PERSON	Phemelo Kgwele	TELEPHONE NUMBER	012 942 7708
TELEPHONE NUMBER	012 942 7812	FACSIMILE NUMBER	N/A
FACSIMILE NUMBER	N/A	E-MAIL ADDRESS	jtulsee@ohsc.org.za
E-MAIL ADDRESS	pkgwele@ohsc.org.za		

PART B

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:								
<p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE</p> <p>1.3. BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.</p> <p>1.4. WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.</p> <p>1.5. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.</p>								
2. TAX COMPLIANCE REQUIREMENTS								
<p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.</p> <p>2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.</p> <p>2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.</p> <p>2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.</p> <p>2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p>								
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS								
<table style="width: 100%; border: none;"> <tr> <td style="width: 80%;">3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?</td> <td style="width: 20%; text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> <tr> <td>3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA?</td> <td style="text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> <tr> <td>3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?</td> <td style="text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> <tr> <td>3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?</td> <td style="text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> </table> <p>IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE STATUS / TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.</p>	3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO	3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO	3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO	3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO							
3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO							
3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO							
3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO							

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

STANDARD BID DOCUMENTATION

SECTION A INVITATION TO BID

PLEASE NOTE

THIS BID CLOSING AT : 11:00 AM

CLOSING DATE : 27 OCTOBER 2023

BID NO. : OHSC/06/OCT/2023

DESCRIPTION : TENDER FOR THE APPOINTMENT OF A
SERVICE PROVIDER FOR THE BESPOKE
SOFTWARE DEVELOPMENT
,CUSTOMISATION/ENHANCEMENT
,MAINTENANCE, AND SUPPORT SERVICES OF
THE OHSC INFORMATION SYSTEM FOR THREE
YEARS.

CONTRACT PERIOD : THREE YEARS

VALIDITY PERIOD : 120 Days

NAME OF BIDDER : _____

DOCUMENTS SHALL BE ADDRESSED TO:

ENTITY: OFFICE OF HEALTH STANDARD COMPLIANCE

Ms/ Mr: P. KGWELE

TELEPHONE NO.: 012 942 7812/

TECHNICAL ENQUIRIES TO BE MADE TO: JAY TULSEE

TELEPHONE NO: 012 942 7708

SECTION B

SPECIAL INSTRUCTIONS AND NOTICES TO BIDDERS REGARDING THE COMPLETION OF BIDDING FORMS

PLEASE NOTE THAT THIS BID IS SUBJECT TO TREASURY REGULATIONS 16A ISSUED IN TERMS OF THE PUBLIC FINANCE MANAGEMENT ACT 1999 AND THE GENERAL CONDITIONS OF CONTRACT.

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

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of institution	State

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

2.2.1 If so, furnish particulars:

.....

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

- 2.3 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 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.

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.

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

SECTION D TAX CLEARANCE CERTIFICATE REQUIREMENTS

It is a condition of a bid that the taxes of the successful bidder **must** be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.

1. In order to meet this requirement, bidders are required to complete in full the attached form TCC 001 "Application for a Tax Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders/individuals who wish to submit bids.
2. SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval. Copies of TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website www.sars.gov.za.
3. The original or copy of a Tax Clearance Tender Certificate must be submitted together with the bid, tax compliance status pin and Central Supplier Database (CSD) number. Failure to submit the above required documents will result in the invalidation of the bid.
4. In bids where Consortia/Joint Ventures/Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.
5. Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za.

SECTION E

COMPULSORY OFFICIAL BRIEFING SESSION

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

Site/building/institution involved:.

Bid No: OHSC/06/OCT/2023

SERVICE:

THIS IS TO CERTIFY THAT (NAME)

ON BEHALF OF

ATTENDED THE BRIEFING SESSION ON: **16 October 2023 @ 11:00 am at Office of Health Standard Compliance, No 79 Steve Biko Road, Prinshoff, Arcardia, Pretoria next to Department of Environmental Affairs.**

AND IS THEREFORE FAMILIAR WITH THE CIRCUMSTANCES AND THE SCOPE OF THE SERVICE TO BE RENDERED.

.....
SIGNATURE OF BIDDER OR AUTHORISED REPRESENTATIVE
(PRINT NAME)

DATE:

.....
SIGNATURE OF DEPARTMENTAL REPRESENTATIVE
(PRINT NAME)

.....
DEPARTMENTAL STAMP:
(OPTIONAL)

DATE:

**SECTION F
AUTHORITY TO SIGN A BID**

A. COMPANIES

If a Bidder is a company, a certified copy of the resolution by the board of directors, personally signed by the chairperson of the board, authorising the person who signs this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the company must be submitted with this bid, that is before the closing time and date of the bid

AUTHORITY BY BOARD OF DIRECTORS

By resolution passed by the Board of Directors on.....20....., Mr/Mrs.....

..... (whose signature appears

below) has been duly authorised to sign all documents in connection with this bid on behalf of

(Name of Company)

IN HIS/HER CAPACITY AS:

SIGNED ON BEHALF OF COMPANY:
(PRINT NAME)

SIGNATURE OF SIGNATORY: **DATE:**

WITNESSES: 1

2

B. SOLE PROPRIETOR (ONE - PERSON BUSINESS)

I, the undersigned..... hereby confirm that I am the

sole owner of the business trading as

.....

.....
SIGNATURE

.....
DATE

C. PARTNERSHIP

The following particulars in respect of every partner must be furnished and signed by every partner:

Full name of partner	Residential address	Signature
.....
.....
.....
.....

We, the undersigned partners in the business trading as.....

hereby authoriseto sign this bid as well as any contract resulting from the bid and any other documents and correspondence in connection with this bid and /or contract on behalf of

..... SIGNATURE SIGNATURE SIGNATURE
---------------------------	---------------------------	---------------------------

..... DATE DATE DATE
----------------------	----------------------	----------------------

D. CLOSE CORPORATION

In the case of a close corporation submitting a bid, a certified copy of the Founding Statement of such corporation shall be included with the bid, together with the resolution by its members authorising a member or other official of the corporation to sign the documents on their behalf.

By resolution of members at a meeting on 20..... at

.....Mr/Ms....., whose signature appears below, has been authorised to sign all documents in connection with this bid on behalf of (Name of Close Corporation)

SIGNED ON BEHALF OF CLOSE CORPORATION:
(PRINT NAME)

IN HIS/HER CAPACITY AS **DATE:**

SIGNATURE OF SIGNATORY:

WITNESSES: 1

2

E CO-OPERATIVE

A certified copy of the Constitution of the co-operative must be included with the bid, together with the resolution by its members authoring a member or other official of the co-operative to sign the bid documents on their behalf.

By resolution of members at a meeting on 20..... at

Mr/Ms....., whose signature appears below, has been authorised to sign all documents in connection with this bid on behalf of (Name of co-operative).....

SIGNATURE OF AUTHORISED REPRESENTATIVE/SIGNATORY:

.....

IN HIS/HER CAPACITY AS:.....

DATE:

SIGNED ON BEHALF OF CO-OPERATIVE:.....

NAME IN BLOCK LETTERS:.....

WITNESSES: 1

2

SECTION G
CONDITIONS OF BID

1. I/We hereby bid to supply all or any of the supplies and/or to render all or any of the services described in the attached documents to the Office Of Health Standard Compliance (herein after referred to as "the Entity") on the terms and conditions and be in accordance with the specifications stipulated in the bid documents (and which shall be taken as part of and be incorporated into this bid) at the prices and on the terms regarding time for delivery and/or execution inserted therein.
2. I/we agree that:
 - (a) the offer herein shall remain binding upon me and open for acceptance by the Entity during the validity period indicated and calculated from the closing time of the bid;
 - (b) this bid and its acceptance shall be subject to Treasury Regulations 16A issued in terms of the Public Finance Management Act, 1999, the National Treasury issued Practice Notes, and the National Treasury General Conditions of Contract, with which I/we am fully acquainted;
 - (c) if I/we withdraw my bid within the period for which I/we have agreed that the bid shall remain open for acceptance, or fail to fulfil the contract when called upon to do so, the Entity may, without prejudice to its other rights, agree to the withdrawal of my bid or cancel the contract that may have been entered into between me and the Entity. I/we will then pay to the Entity any additional expenses incurred by the Entity having either to accept any less favourable bid or, if fresh bids have to be invited, the additional expenditure incurred by the invitation of fresh bids and by the subsequent acceptance of any less favourable bid. The Entity shall have the right to recover such additional expenditure by set-off against monies which may be due to me under this or any other bid or contract or against any guarantee or deposit that may have been furnished by me or on my behalf for the due fulfilment of this or any other bid or contract and pending the ascertainment of the amount of such additional expenditure to retain such monies, guarantee or deposit as security for any loss the Entity may sustain by reason of my default;
 - (d) if my bid is accepted, the acceptance may be communicated to me by registered post, and that the South African Post Office Limited shall be treated as delivery agent to me;
 - (e) the law of the Republic of South Africa shall govern the contract created by the acceptance of my bid and I choose *domicilium citandi et executandi* in the Republic at (full physical address) :
.....
.....
3. I/we furthermore confirm that I/we have satisfied myself as to the correctness and validity of my bid: that the price(s), rate(s) and preference quoted cover all of the work/item(s) and my obligations under a resulting contract, and I accept that any mistakes regarding the price(s) and calculations will be at my risk.
4. I/we hereby accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement, as the Principal(s) liable for the due fulfilment of this contract.
5. I/we agree that any action arising from this contract may in all respects be instituted against me and I/we hereby undertake to satisfy fully any sentence or judgement which may be pronounced against me as a result of such action.
6. I/we confirm that I/we have declared all and any interest that I or any persons related to my business has with regard to this bid or any related bids by completion of the Declaration of Interest Section.

7. CERTIFICATION OF CORRECTNESS OF INFORMATION SUPPLIED IN THIS DOCUMENT

I/we, THE UNDERSIGNED, WHO WARRANT THAT I AM DULY AUTHORISED TO DO SO ON BEHALF OF THE BIDDER, CERTIFY THAT THE INFORMATION SUPPLIED IN TERMS OF THIS DOCUMENT IS CORRECT AND TRUE, THAT THE SIGNATORY TO THIS DOCUMENT IS DULY AUTHORISED AND ACKNOWLEDGE THAT:

- (1) The bidder will furnish documentary proof regarding any bidding issue to the satisfaction of the Entity, if requested to do so.
- (2) If the information supplied is found to be incorrect and/or false then the Entity, in addition to any remedies it may have, may:-
 - (a) Recover from the contractor all costs, losses or damages incurred or sustained by the Entity as a result of the award of the contract, and/or
 - (b) Cancel the contract and claim any damages which the Entity may suffer by having to make less favourable arrangements after such cancellation.

SIGNED ON THIS DAY OF 20 AT

.....
**SIGNATURE OF BIDDER OR DULY
AUTHORISED REPRESENTATIVE**

.....
NAME IN BLOCK LETTERS

ON BEHALF OF (BIDDER'S NAME)

CAPACITY OF SIGNATORY

NAME OF CONTACT PERSON (IN BLOCK LETTERS, PLEASE)

.....
POSTAL ADDRESS

.....
TELEPHONE NUMBER:

FAX NUMBER:

CELLULAR PHONE NUMBER:

E-MAIL ADDRESS:

SECTION H SPECIAL CONDITIONS OF CONTRACT

SECTION 1: DEFINITION OF TERMS

1.1 SERVICE

The consultancy services to be rendered by a service provider for a period of 3 years in terms of this contract.

1.2 CONTRACTOR

The person or persons, partnership, close corporation, firm or company, whose bid for this service was accepted.

1.3 AGREEMENT

This comprises the agreement signed by parties, the conditions of bid, the bid and the specifications.

1.4 AGREEMENT PERIOD

The period during which the service is to be rendered and originally determined in the agreement, or as amended, extended or renewed in accordance with stipulations of the agreement.

1.5 PARTIES

The parties to this contract are The Chief Executive Officer (CEO) of the Office of health Standard Compliance in the National Government Administration and Contractor.

1.6 DEPARTMENT

The Office of health Standard Compliance: in the National Government Administration.

1.7 CURTAILMENT OF SERVICE

The Entity reserves the right to withdraw from the service any part/s of the contract as a whole, with one month's written notification to the contractor. In a case such as this, the contract sum will be adjusted *pro rata* from the date of withdrawal.

SECTION 2: INTRODUCTION AND RELEVANT INFORMATION

2.1 This bid is invited and will be awarded and administered in terms of the following:-

- Section 217 of the Constitution,
- The PFMA and its Regulations in general,
- The Preferential Procurement Policy Framework Act,
- National Treasury guidelines, and
- National Treasury Supply Chain Management Practice Notes and guidelines.

2.2

REQUIRED COMPULSORY INFORMATION

The bidder shall ensure that all the required information is furnished; viz:-

- 2.2.1 Declaration of interest (SECTION C)
- 2.2.2 Tax Clearance Certificate Requirements (SECTION D),
- 2.2.3 Compulsory Briefing Session (SECTION E)
- 2.2.4 Authority to sign a bid (SECTION F),
- 2.2.5 Conditions of Bid (SECTION G),
- 2.2.6 Each party to a Consortium/Group of sub-contractors must obtain separate Tax Clearance Certificate(s) and also be registered on the Suppliers Database.
- 2.2.7 A valid B-BBEE Status Level Verification Certificate to be submitted with the proposal if available.

NOTE: Failure to submit the required information shall render the bid invalid.

SECTION 3: SPECIAL CONDITIONS OF CONTRACT

1.1 ACCEPTANCE OF BID

- 1.1.1 This bid has been invited, and will be adjudicated in terms of the Treasury Regulation 16A9 and the National Treasury's Practice Notes. The Office of Health Standard Compliance (OHSC) Bid Adjudication Committee is under no obligation to accept the lowest or any bid.
- 1.1.2 The financial standing of bidders and their ability to manufacture or to supply goods or render services may be examined before their bids are considered for acceptance.

2.2 APPEALS

- 2.2.1 Entities aggrieved by a decision of a departmental Bid Adjudication Committee or a delegate of an accounting officer, may appeal to the Bid Appeals Tribunal in the prescribed manner by the Supply Chain Management Policy Framework

2.3 AMENDMENT OF CONTRACT

- 2.3.1 Any amendment to or renunciation of the provisions of the contract shall at all times be done in writing and shall be signed by both parties subject to the Legal Services screening the amendment before it is signed.

2.4 CHANGE OF ADDRESS

- 2.4.1 Bidders must advise the OHSC should their address (*domicilium citandi et executandi*) details change from the time of bidding to the expiry of the contract.

2.5 COMMUNICATION

- 2.5.1 All correspondence with regard to this bid must be addressed or hand delivered to the:

CFO- Supply chain manager
No 79 Steve Biko Road
OHSC Building -Opposite Department of Agriculture Arcardia
PRETORIA
0001

ENQUIRIES: Ms P. Kgwele/ Mr J.Tulsee **TEL.: 012 942 7812/ 7708**

2.6 COMPLETENESS OF BID

- 2.6.1 Bids will only be considered if correctly completed and accompanied by all relevant certificates and other necessary applicable information.

2.7 COMPLETION OF SPECIFICATION

- 2.7.1 Where specifications are designed in such a way that responses would be required from bidders, these forms must be completed and submitted as part of the bid document.

2.8 CONDITIONS OF BID

- 2.8.1 The successful Contractor must be in a position to assume duty on the date stipulated in the letter of acceptance.
- 2.8.2 No bid received by telegram, telex, or facsimile will be considered.
- 2.8.3 It shall be noted that the Entity is under no obligation to accept the lowest or any bid.
- 2.8.4 The offer shall be made strictly according to the specification. No alternative offers will be considered.
- 2.8.5 Bidders must provide the following particulars about themselves as part of the bid:

- 2.8.5.1 Where they have their Headquarters
- 2.8.5.2 Where they have their Regional Office.
- 2.8.5.3 Name, address and telephone number of bankers together with their bank account number.
- 2.8.5.4 The names, identity numbers and street addresses of all partners in cases where persons, a partnership, or a firm consists of a partnership.

2.9 In cases where a person or persons, a partnership, close corporation, firm or company enters business for the very first time, the following particulars shall be provided:

- 2.9.1 By whom, or with whose assistance, was the business plan drafted?
- 2.9.2 By whom, or with whose assistance, were the bid prices calculated?
- 2.9.3 Whose advice is relied on?
- 2.9.4 Who will provide financial support?

2.10 A list of references must accompany this bid. Particulars shall be submitted regarding similar agreements completed successfully or of projects which the bidder is engaged in.

2.11 CONFIDENTIALITY

The contractor's staff that comes into contact with OHSC's confidential information and documents may be required to sign confidentiality agreements so as to protect the Entity's information.

2.12 CONTRACT PERIOD

2.12.1 The contract period shall remain in force for a period of **three (3) years** from date of signing of official contracts. OHSC reserves the right to extend period of the contract for a period not exceeding 2 years.

2.12.2 The OHSC reserves the right to terminate the contract with any contractor should the contractor fail to fulfil his/her contractual obligations in terms of the contract.

2.13 DETAILS OF CURRENT CONTRACTS HELD BY THE BIDDER

2.13.1 The bidder must furnish the following details of all current contracts:

- (i) Date of commencement of contract/s;
- (ii) Expiry date/s;
- (iii) Value per contract; and
- (iv) Contract details. That is, with whom held, phone number and address/s of the company.

2.14 EQUAL BIDS

2.14.1 In the event that two or more bids have equal total points, the successful bid will be the one scoring the highest number of preference points for specified goals. Should two or more bids be equal in all respects, the Adjudication shall be decided by the drawing of lots.

2.15 EXECUTION CAPACITY

2.15.1 The bidder will be required to provide an efficient and effective service. Therefore, the bidder is required to submit proof that he/she has the required capacity to execute the contract tendered for successfully. The bidder must supply references or state his/her experience as a company to undertake the contract. References of past experience of owners/employees of new entities must accompany the bid document.

2.16 EXTENSION OF CONTRACT

- 2.16.1 An extension of contract may be considered. It is the normal policy that contracts are not extended. However, circumstances may arise whereby a contract cannot be renewed in time. If this is found to be the case, the right is reserved to approach existing contractor(s) to extend the contract for such period agreed to.

2.17 GENERAL EVALUATION CRITERIA

The Bid Evaluation Committee will assess offers and adhere to the following basic guidelines when evaluating.

- a. Whether all the required information called for in the bid document has been submitted by the bidder.
- b. Has the bidder supplied references or stated his/her experience as a Company to undertake the contract. References of past experience must accompany the bid document.
- c. The financial standing of the bidder and ability to render a service may be examined before an award of bid take place.
- d. Preferences will be taken into consideration by the Entity in terms of the B-BBEE Scorecard.
- e. Documented reports received from an institution/s pertaining to past bad performance by a company who is tendering, may be taken into consideration.
- f. Did the bidder attend the site inspection?
- g. Will the bidder be in a position to successfully execute the contract?
- h. The 80/20 Point System will apply in the evaluation of this bid.

2.18 IRREGULARITIES

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

2.19 JOINT VENTURES

- 2.19.1 In terms of the Supply Chain Management Policy Framework, a consortium or joint venture may, based on the percentage of the contract value managed or executed by their HDI members, be entitled to equity ownership in respect of an HDI.
- 2.19.2 Should this bid be submitted by a joint venture, a certified copy of the joint venture agreement **must** accompany the bid document before the closing date and time of bid. The joint venture agreement must clearly specify the percentage of the contract to be undertaken by each company participating therein.
- 2.19.3 A trust, consortium or joint-venture must obtain and submit a **consolidated B-BBEE Status Level Verification Certificate**. The non-submission of a consolidated B-BBEE Certificate by a company will result in preference points not being allocated to such company. Failure to submit the joint venture Agreement will result in preference points not being allocated to all companies participating in the joint venture.

2.20 LATE BIDS

- 2.20.1 Bids are late if they are received at the address indicated in the bid documents after the closing date and time.
- 2.20.2 A late bid shall not be considered and, where practicable, shall be returned unopened to the Bidder, accompanied by an explanation.

2.21 NOTIFICATION OF ADJUDICATION OF BIDDER & ADVERTISING OF RESULTS

- 2.21.1 Notification of the Adjudication of bid shall be in writing by a duly authorized official of the OHSC.

2.22 PRO RATA DECREASE OF COMPENSATION

- 2.22.1 Should the services not be rendered to the satisfaction of the Entity and unsatisfactory items/ aspects/ events have already, in writing, been brought to the attention of the Contractor, the Entity reserves the right in terms of paragraph **2.21** hereunder, to retain payment to the Contractor for as long as the unsatisfactory service continues.

2.23 SUBMISSIONS AND COMPLETION OF SBD 6.1

- 2.24.1 Bidders are to complete SBD 6.1 document where applicable. Failure by the bidder to submit a valid B-BBEE status level verification certificate, will result in the bidder not being considered for preference points allocation. If the information required is not applicable to the business, clearly insert the symbols "N/A" in the appropriate space. If the space provided is left blank, it will be regarded as information that is still outstanding and the SBD 6.1 will not be processed further.

2.24 TERMINATION OF SERVICES

- 2.25.1 Should the Contractor fail to meet the conditions of this contract, or continue rendering unsatisfactory service, the Employer reserves the right to terminate the contract, after written notification has been served on the Contractor, with retention of the right to recover from the Contractor any losses which the Employer may suffer/ incur as a result of the failure, without prejudicing any other rights it may have.

2.25 TAX CLEARANCE CERTIFICATE

- 2.26.1 The original Tax Clearance Certificate must be submitted with the bid before the closing date and time of the bid. Failure to submit a valid Tax Clearance Certificate will invalidate your bid unless a valid, as at the closing date of this bid, original Tax Clearance Certificate is already in the possession of the Provincial Treasury's Supply Chain Management Unit. In this regard, a clear reference must be provided e.g. bid number.
- 2.26.2 Each party to a Joint Venture/Consortium must submit an original valid Tax Clearance Certificate together with the bid before the closing date and time of bid.

2.26 UNSATISFACTORY PERFORMANCE

- 2.27.1 Unsatisfactory performance occurs when performance is not in accordance with the contract conditions.
- (i) Before any action is taken, the Entity shall warn the contractor by registered/certified mail that action will be taken in accordance with the contract conditions unless the contractor complies with the contract conditions and delivers satisfactory supplies or services within a specified reasonable time (7 days minimum). If the contractor does not perform satisfactorily despite the warning the Entity will:
- (a) take action in terms of its delegated powers
- (b) make a recommendation for cancellation of the contract concerned.

2.27 VALIDITY PERIOD AND EXTENSION THEREOF

- 2.28.1 The validity (binding) period for the bid must be **120** days from close of bid. However, circumstances may arise whereby this Entity may request the bidders to extend the validity (binding) period. Should this occur, the Entity will request bidders to extend the validity (binding) period under the same terms and conditions as originally tendered for by bidders. This request will be done before the expiry of the original validity (binding) period.

2.28 VAT

- 2.29.1 Bid prices must be inclusive of VAT.

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

- (a) The name, address and registration number of the supplier;
- (b) the name and address of the recipient;
- (c) an individual serialized number and the date upon which the tax invoice is issued;
- (d) a description of the goods or services supplied;
- (e) the quantity or volume of the goods or services supplied;
- (f) either –(i) the value of the supply, the amount of tax charged and the consideration for the supply; or
(ii) where the amount of tax charged is calculated by applying the tax fraction to the consideration, the consideration for the supply and either the amount of the tax charged, or a statement that it includes a charge in respect of the tax and the rate at which the tax was charged.

Previous Experience

In terms of paragraph 2.13 the Bidder must furnish the following details of all current contracts.

- (i) Date of commencement of contract/s;
- (ii) A summary of the functions/activities that were performed as part of the contract.
- (ii) Expiry date/s;
- (iv) Value per contract; and
- (v) Contract details. That is, with whom held, phone number and address/s of the company.

Capacity

In terms of paragraph 2.15 the contractor will be required to provide an efficient and effective service. Therefore, the Bidder is required to submit proof that he/she has the required capacity to execute the contract tendered for successfully. The Bidder must supply references or state his/her experience as a company to undertake the contract. References of past experience of owners/employees of new entities must accompany the bid document.

REGISTERED ADDRESS

The Entity provides the following:

1. Street address as it's *domicillium citandi et executandi* in respect of any lawsuit which might result from or bears relevance to this contract, as well as for purposes of notice:

The Head: Office of Health Standard Compliance
No 79 Steve Biko Road
Prinshof, Arcardia
PRETORIA
0001

2. Postal Address for correspondence

Same as above

3. The Contractor shall provide the following:

Street address as his *domicillium citandi et executandi* in respect of any lawsuit which might result from or bears relevance to this contract, as well as for purposes of notices:

.....
.....
.....
.....

4. Postal address for correspondence

.....
.....
.....
.....

ANNEXURE A: GENERAL CONDITIONS OF CONTRACT

DEFINITIONS: The following terms shall be interpreted as indicated:

- (a) "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
- (b) "Contract" means the written agreement entered into between the Entity and the Contractor, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (c) "Contract price" means the price payable to the Contractor under the contract for the full and proper performance of his contractual obligations.
- (d) "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- (e) "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- (f) "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 recognised new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- (g) "Day" means calendar day.
- (h) "Delivery" means delivery in compliance with the conditions of the contract or order.
- (i) "Delivery ex stock" means immediate delivery directly from stock actually on hand.
- (j) "Delivery into consignees store or to his site" means delivery and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the Contractor bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- (k) "Dumping" occurs when a private enterprise abroad market its goods and services 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.
- (l) "*Force majeure*" means an event beyond the control of the Contractor and not involving the Contractor's fault or negligence and not foreseeable. Such event may include, but is not restricted to, acts of the Entity in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- (m) "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.

- (n) "GCC" means the General Conditions of Contract.
- (o) "Goods" means all the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- (p) "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 Contractor 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 supplies covered by the bid will be manufactured.
- (q) "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- (r) "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- (s) "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- (t) "Project site" where applicable, means the place indicated in bidding documents.
- (u) "Entity" means the procuring Public Entity, incorporating the National Assembly.
- (v) "Republic" means the Republic of South Africa.
- (w) "SCC" means the Special Conditions of Contract.
- (x) "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 Contractor covered under the contract.
- (y) "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

1. CESSION OF CONTRACTS

- 1.1 The Contract is personal to the Contractor who shall not sub-let, assign, cede or make over the Contract or any part thereof, or any share of interest therein, to any other person without the written consent of the Entity, and on such conditions as it may approve.
- 1.2 This sub-clause shall not apply to sub-contracts given to regular suppliers of the Contractor for materials and minor components relating to the goods or services supplied. The Entity reserves the right to require the Contractor to submit, for noting, the names of such sub-contractors in order to ascertain their registration on the Provincial Suppliers Database and they must be legal entities.

2. DISCREPANCIES

Should there appear to be any discrepancies, ambiguities or want of agreement in description, dimensions, qualities or quantities in the Contract, the Contractor shall be obliged to refer the matter to the Entity's Representative for a decision, before proceeding to execute the Contract or part thereof in respect of which the said discrepancies, ambiguities or want of agreement appear to exist.

3. QUALITY AND GUARANTEE

- 3.1 All Goods supplied shall be equal in all respects to samples, patterns or specifications where such are provided. Any changes to quality or brands will have to be approved by the Entity, as this is a change to the conditions of the contract.
- 3.2 Should the Entity, after the award of the Contract and/or during the manufacture of the goods specified, decide on a variation or alteration to the specification, either at the suggestion of the Contractor or otherwise, which will be to the Entity's advantage, such variation or alteration shall be performed to the Entity's satisfaction. Any variation in the Contract Price arising there from shall be subject to agreement between the Entity and the Contractor.
- 3.3 The Contractor shall not be relieved of his obligations with respect to the sufficiency of the materials and workmanship and the quality of the Goods supplied by the reason of no objection having been taken thereto by the Entity's Representative at the time the Goods were delivered.
- 3.4 The Contractor 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 Contractor 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 Contractor, that may develop under normal use of the supplied goods in the conditions prevailing in the country of the final destination.
- 3.5 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 the Special Conditions of Contract.
- 3.6 The Entity shall promptly notify the Contractor in writing of any claims arising under this warranty. The Contractor shall immediately remedy the said defect free of cost to the Entity. Should the Contractor delay remedial work in excess of time stipulated by the Entity's representative, the Entity may have such remedial work executed at the

Contractor's expense. Should the Entity decide that the defect is such that it cannot be remedied, the Goods may be rejected. Such rejected goods shall be held at the risk and expense of the Contractor and shall, on request of the Entity, be removed by him immediately on receipt of notification of rejection. The Contractor shall be responsible for any loss the Entity may sustain by reason of such action as the Entity may take, in terms of this clause.

- 3.7 The risk in respect of the Goods purchased by the Entity under the contract shall remain with the Contractor until such goods have been delivered to the Entity.
- 3.8 The principle feature of the Goods and Work are described in the Goods or Services Information, but the Goods or Services Information does not purport to indicate every detail of construction, fabrication or arrangements of Goods and Works necessary to meet the requirements. Omission from the Goods or Services information of reference to any part or parts shall not relieve the Contractor of his responsibility for carrying out the Work as required under the Contract.
- 3.9 If any dispute arises between the Entity and the Contractor in connection with the quality and guarantee of the Goods, either party may give the other notice in writing of the existence of such dispute, and the same shall thereupon be referred to arbitration in South Africa by a person mutually agreed upon by both parties. The submission shall be deemed to be a submission to arbitration within the meaning of the terms of the arbitration laws in force in the Republic of South Africa.

4. FAILURE TO COMPLY WITH CONDITIONS AND DELAYED EXECUTION

- 4.1 If a bidder amends or withdraws his/her/their bid after the closing time but before the bidder is notified that his/her/their bid has been accepted, or when notified that his/her/their bid has been accepted, he/she/they fail/fails, within the period stipulated in the conditions of bid or such extended period as the Entity may allow, to sign a contract or to provide security when requested to do so, he/she/they shall, unless the Entity decides otherwise, and without prejudice to any other right which the Entity may have under paragraphs 4.2 and 4.4, including the right to claim damages if a less favourable bid is accepted or less favourable arrangements are to be made, forfeit any deposit which may have been made with the bid.
- 4.2 Should the contractor fail to comply with any of the conditions of the contract, the Entity shall be entitled, without prejudice to any of its other rights, to cancel the contract.
- 4.3 Upon any delay beyond the contract period in the case of a supplies contract, the Entity shall, without canceling the contract, be entitled forthwith 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 supplies delivered later at the contractor's expense and risk, or forthwith to cancel the contract and buy such supplies as may be required to complete the contract, and without prejudice to its rights, be entitled to claim damages from the contractor.
- 4.4 Upon any delay beyond the contract period in the case of a service contract, the Entity shall, without prejudice to any other right and without canceling the contract, be entitled forthwith to arrange the execution of the service not rendered in conformity with the contract or to cancel the contract, and without prejudice to its other rights, be entitled to claim damages from the contractor.
- 4.5 In the event of the Entity availing itself of the remedies provided for in paragraph

- 4.5.1 the contractor shall bear any adverse difference in price of the said supplies services and these amounts plus any other damages which may be suffered by the Entity, shall be paid by the contractor to the Entity immediately on demand, or the Entity may deduct such amounts from moneys (if any) otherwise payable to the contractor in respect of supplies or services rendered or to be rendered under the contract or under any other contract or any other amounts due to the contractor; or
- 4.5.2 if the Contractor fails to supply the goods or render the service within the period stipulated in the contract, the Entity shall have the right, in its sole discretion, to claim any damages or loss suffered.
- 4.6 No damages shall be claimed in respect of any period of delay which the contractor can prove to be directly due to a state of war, sanctions, strikes, lockouts, damage to machinery as a result of accidents, fire, flood or tempest or act of God, which could not be foreseen or overcome by the contractor, or to any act or omission on the part of persons acting in any capacity on behalf of the Entity.
- 4.7 If the delivery of the supplies or the rendering of the service is likely to be delayed or is in fact being delayed on account of any of the reasons mentioned in paragraph 4.6, full particulars of the circumstances shall be reported forthwith in writing to the Entity and at the same time the contractor shall indicate the extension of the delivery period which is desired.

5. PATENTS

- 5.1 The Contractor shall pay all royalties and expenses and be liable for all claims in respect of the use of patent rights, trademarks or other protected rights, and hereby indemnifies the Entity against any claims arising there from.
- 8.2 The Contractor shall indemnify the Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from the use of the goods or any part thereof by the Entity.

6. PACKAGING, MARKING AND DELIVERY

- 6.1 All goods shall be crated, packed or battened securely in such a manner as to prevent damage during loading, transport and off-loading. Unless otherwise specified, packing cases and packing materials are included in the Contract Price, and shall be and remain the property of the Entity.
- 6.2 All goods shall be clearly marked in the manner stated in the Goods or Services Information.
- 6.3 Goods shall be delivered to the address within the Entity's area of jurisdiction as set out in the Special Conditions of Contract or Goods and Services Information.
- 6.4 Goods shall be delivered on Weekdays between 08:00 and 16:00, free of all charges, only when ordered upon an official letter or form of order issued by the Entity. No goods will be received on Saturdays, Sundays and public holidays. This paragraph (6.4) is applicable only when not excluded in the Special Conditions of Contract.
- 6.5 Goods delivered shall in all cases be accompanied by delivery notes in duplicate, one which will be retained by the Entity. The Contractor shall be responsible for the safe delivery as to the quality, quantity and condition of the goods.
- 6.6 Delivery, unless otherwise provided for in the Special Conditions of Contract, shall be affected within seven (7) days from receipt of the order. The Contractor shall advise

the Entity upon receipt of an order in writing of any anticipated delays, citing reasons therefore and put forward a new anticipated delivery date. The Entity may then extend the delivery date, if and as it deems fit.

- 6.7 Should the Contractor fail to supply the material within the time stated in his bid, or within the extended time allowed to him in terms of clause 6.6 hereof, the Entity reserves the right (after giving the Contractor seven days' notice in writing) to cancel the contract and purchase the materials elsewhere and the bidder shall refund to the Entity any extra cost incurred over and above the contract price. No liability shall, however, be attached to the Contractor if delivery of materials is rendered impossible or delayed by reason of circumstances beyond the Contractor's control.
- 6.8 If the Contractor cannot produce proof satisfactory to the Entity that the delay was due to circumstances beyond his control, no price increase after the due date will be recognized.
- 6.9 If at any time the Entity ascertains that, due to negligence of the Contractor or for reasons beyond his control:
 - 6.9.1 No work on the order has been commenced and in the opinion of the Entity, there is little or no prospect of work being commenced in reasonable time;
 - 6.9.2 Delivery of any materials is being or is likely to be delayed beyond the delivery date promised, and/or
 - 6.9.3 There is little or no prospect of the order being completed within a reasonable time after the promised date; the Entity may, by notice to the Contractor in writing, cancel as from the future date specified in such notice, the whole or any part of the order in respect of which material has not been delivered by that date without incurring any liability by reasons of such cancellation. The cases where circumstances beyond the control of the Contractor have delayed commencement or completion of the order, cancellation of the order will be effected by mutual arrangement or where this is not possible by the decision of the Entity. The Contractor shall then as soon as possible after such date deliver to the Entity that part of the order which has been completed, and payment is to be effected is for the part performance on a proportional basis, subject to the uncompleted part not being an integral or essential part of the contract.
- 6.10 Should a price other than an all-inclusive price be required, this shall be specified in the SCC.

7. CONSIGNMENT OF GOODS

- 7.1 Goods, if delivered by Spoornet may be consigned carriage paid in the Contractor's name, care of the Entity to the place of delivery stipulated, but not in the name of the State. Goods consigned to stores located in areas which Spoornet may refuse to deliver, must be done so care of a local agent or to a local depot from which they may be re-delivered by road to such stores.
- 7.2 Contractors shall arrange with Spoornet to deliver goods to the Entity's stores during the hours and on the days that the stores are open.
- 7.3 The Entity will not be responsible for any damage, re-delivery charges or any other charges raised by Spoornet.

- 7.4 Claims on the South African Transport Services or on any other carrier in respect of weight, quantity, damage or loss, shall be made by the Contractor.

8. PAYMENT

- 8.1 The Contractor shall furnish the Entity with an invoice accompanied by a copy of the delivery note upon fulfilment of other obligations stipulated in the contract.
- 8.2 Payments shall be made promptly by the Entity, but in no case later than thirty days (30) days after submission of an invoice or claim by the Contractor.
- 8.3 Payments will be made in Rand unless otherwise stipulated.
- 8.4 Payments for goods are made by the Entity only. Any disputes regarding late or delayed payments must be taken up with the department and if a problem persists, the Supply Chain Management Office can be requested to investigate the delays.

9. INVOICES

All invoices submitted by the Contractor must be Tax Invoices indicating quantity ordered and quantity delivered, the amount of tax charged and the total invoice amount.

10. CONTRACT PRICE ADJUSTMENT

- 10.1 Firm contract Prices shall not be subject to adjustment. contract prices which are not firm shall be increased or reduced by the amount of variation between the Cost to Bidder and the actual cost to the Contractor, such variations to be subject to the following conditions:-
- 10.1.1 Where the Cost to Bidder was based on a printed catalogue or list price, the variation shall be the difference between that price list and the price list actually charged. Should it transpire that the Cost to Bidder was not based on the latest available price list at the Date of Bid, the Entity shall have the right to elect the price list on which any variation shall be based.
- 10.1.2 Where the Cost to Bidder was based on a quotation by the manufacturer, or where the Contractor is the manufacturer, and the Contract Price was based on the cost of materials and labour ruling at a certain date, the variation in the Contract Price shall be calculated by means of the Steel and Engineering Industries Federation of South Africa (SEIFSA) formula if this is stipulated in the Contract, or if the Entity's representative considers it to be appropriate. Where the use of the SEIFSA formula is not appropriate, the variation shall be calculated by means of another formula acceptable to the Entity, which shall be indicated in the Special Conditions of Contract. Only those cost increases due to wage increases prescribed by regulating measures having the force of law, or increases in the cost of materials and railage as may be proven by documentary evidence, or published data, will be considered in determining Contract Price variation.
- 10.1.3 Any difference between Rates and Charges ruling at the time of bid and those actually paid by the Contractor will be for the account of the Entity. The Contract Price adjustment arising from any variation in Rates and Charges shall, in every instance, be applied to the appropriate value, or tonnage, of the Goods shipped. Where a variation

in the Cost to bidder has been allowed, the contract price shall be adjusted by the product of such variation and every component of Rates and Charges which is based on the value of the Goods, whether or not the costs of such components have varied.

- 10.1.4 No claim for increased costs will be entertained if the Contractor is unable to produce documentation to substantiate Cost to Bidder and Rates and Charges on which the contract price was based and documentation to support his claim. Such documentation must, in the opinion of the Entity, adequately support the Contractor's claim. No claim for increased costs to the Contractor arising from negligence on his part, or that of the manufacturer, will be considered.
- 10.1.5 The Contractor shall, in respect of every consignment or shipment of Goods delivered, supply to the Entity's Representative documentary evidence of variation, if any, in Cost to Bidder and Rates and Charges.
- 10.1.6 Claims for increased cost shall be submitted with the invoice for the Goods in respect of which the claim is made, or as soon thereafter as possible. Claims shall not be considered if received more than 90 days after the expiry of the Contract unless notice of intention to claim has been given to the Entity before such date.
- 10.1.7 In the event of there being no claim by the Contractor for increased costs, the Contractor shall not be entitled to full payment under the Contract before he has submitted to the Entity, in his own name or in the name of the manufacturer, a certificate declaring that there have been no adjustments in the cost of manufacture which entitle the Employer to a reduction in the Contract Price as provided for in this clause.

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

- 11.1 In the event of the death of a contractor or the provisional or final sequestration of his/her/their estate or of his/her/their cession or transfer of a contract without the approval of the Entity or of the surrender of his/her/their estate or of his/her/their reaching a compromise with his/her/their creditors or of the provisional or final liquidation of a contractor's company/closed corporation or the placing of its affairs under judicial management, the Entity may, without prejudice to any other rights it may have, exercise any of the following options :
 - 11.1.1 Cancel the contract and accept any of the bids which were submitted originally with that of the contractor or any offer subsequently received to complete the contract. In such a case the estate of the contractor shall not be relieved of liability for any claim which has arisen or may arise against the contractor in respect of supplies not delivered or work not carried out by the contractor, under the contract.
 - 11.1.2 Allow the executor, trustee, liquidator or judicial manager, as the case may be, for and on behalf of and at the cost and expense of the estate of the contractor to carry on with and complete the contract.
 - 11.1.3 For and on behalf of and at the cost and expense of the estate of the contractor, itself carry on with and complete the contract and in that event the Entity may take over and utilize, without payment, the

contractor's tools, plant and materials in whole or in part until the completion of the contract.

- 11.2 Should the Entity elect to act in terms of paragraph 11.1.3 it shall give notice of its requirements to the executor, trustee, liquidator or judicial manager of the contractor's estate and should the said executor, trustee, liquidator or judicial manager fail within 14 days of the dispatch of such notice to make provision to the satisfaction of the Entity for the fulfillment of such requirements, or should no trustee, liquidator or judicial manager be appointed within 14 days of the occurrence mentioned in paragraph 11.1, the Entity may apply any remedy open to it in terms of the contract as if a breach thereof had taken place.
- 11.3 Should the Entity act in terms of paragraph 11.1.3 the contractor must leave the premises immediately and may not occupy such premises on account of retention or any other right.

12. LAW TO APPLY

The Contract shall in all respects be construed in accordance with the law of the Republic of South Africa, and any difference that may arise with the law of the Republic of South Africa, and any difference that may arise between the Entity and the Contractor in regard to the Contract, shall be settled in the Republic of South Africa.

13. OFFERING OF COMMISSION OR GRATUITY

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

14. PREFERENCES

- 14.1 Should the Contractor apply for preferences in the submission of his bid, and it is found at a later stage that these applications were incorrect or made under false pretences, the Entity may, at its own right:-
- 14.1.1 Recover from the Contractor all costs, losses or damages incurred or sustained by the Entity as a result of the award of the Contract; and / or
 - 14.1.2 Cancel the contract and claim any damages which the Entity may suffer by having to make less favourable arrangements after such cancellation.
 - 14.1.3 The Entity may impose penalties, however, only if provision therefore is made in the Special Conditions of Bid.

15. WEIGHTS AND MEASURES

The quantities of goods offered or delivered shall be according to South African standard weights and measures.

16. SECURITY

- 16.1 Special Conditions of Contract relating to Surety/Guarantee requirement must be dealt with in strict compliance with the Conditions of Bid set out herein.
- 16.2 In respect of contracts less than R 500 000, the guarantees and sureties required may be based on a risk evaluation conducted by the Entity inviting the bid.
- 16.3 No deposits are required for bid applications for contracts below R 500 000.

17. ORDERS

- 17.1 Goods shall be delivered and services rendered only upon receipt of a written official order or the signing of a contract with the Entity, and accounts shall be rendered as indicated on the official order or in the contract, as the case may be.
- 17.2 The Entity reserves the right to call upon any Contractor during the contract period to make known the following details:
 - 17.2.1 Name of Institution placing order;
 - 17.2.2 Provincial official order number;
 - 17.2.3 Quantity ordered; and
 - 17.2.4 List of items ordered.

18. EXPORT LICENCES

- 18.1 When orders are placed for goods in respect of which an export licence from the country of origin of supplies is required, the Contractor shall:
 - 18.1.1 Not incur any direct or indirect costs in connection with the supply or despatch of such supplies before he has obtained such licence;
 - 18.1.2 If the government of the country from which the supplies are to be exported refuses, or fails to grant such licence within three months of the placing of the order, the order shall be considered to be cancelled and no liability will be accepted for any loss or expenses irrespective of the nature thereof, including loss or expenditure suffered or incurred by the Contractor or any other person in respect of the production, supply, transportation or delivery of such supplies.

19. INSURANCE

- 19.1 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.

- 19.2 Any insurance policies taken out by a Contractor to cover goods delivered for a contract must be taken out with a company registered in South Africa in terms of relevant insurance and companies acts.

20. INSPECTION, TESTS AND ANALYSES

- 20.1 In terms of National policy, inspections of a Bidder's goods and services are permitted. Bidders and Contractors must allow reasonable access to premises to officials from the department inviting the bid, or person specially appointed by the Entity to carry out inspection or tests. There are two main categories: Firstly, where the bid conditions call for goods to be inspected during the contract period. Secondly, where the inspection results are to be submitted with the bid document.
- 20.2 If it is a bid condition that goods to be produced should at any stage during production or on completion be subject to inspection, the premises of the Contractor shall be open, at all reasonable hours, for inspection by a representative of the Entity or of an organization acting on its behalf.
- 20.3 Inspections tests and analyses may be carried out prior to despatch in regard to such contract goods as may be deemed necessary by the Entity, and the Contractor shall provide, if required, all the required facilities for the inspection, tests and analyses of the goods free of charge and shall, if required, provide all the materials, samples and labour and available apparatus which may be required for the purposes of such inspection, tests and analyses free of charge, unless otherwise specified.
- 20.4 If there are no inspection requirements in the bid documents and no mention thereof is made in the letter of acceptance, but during the contract it is decided that inspections shall be carried out, the Entity shall itself make the necessary arrangements, including payment arrangements, with the testing authority concerned. The premises of the Bidder Contractor must be open and accessible at all reasonable times for the purposes of these tests.
- 20.5 If the inspection, tests and analyses show the goods or service to be in accordance with contract requirements, the cost of the inspection, tests and analyses shall be defrayed by the Entity calling for such tests or analyses. Where the supplies or services do not comply with the contract, the costs shall be defrayed by the Contractor and the Entity shall have the right, without prejudice to any other legal remedy it may have, to deduct such costs from payments due to the Contractor under the contract or under any other contract.
- 20.6 Goods and services which do not comply with the contract requirements may be rejected.
- 20.7 Any goods may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract, and such rejected goods shall be held at the cost and risk of the Contractor who shall, when called upon, remove them immediately at his own cost and forthwith substitute them for goods which do comply with the requirements of the contract, failing which such rejected goods shall be returned at the Contractor's cost and risk. Should the Contractor fail to provide the substitute goods forthwith, the Entity may, without giving the Contractor a further opportunity to substitute the rejected goods, purchase such supplies as may be necessary at the expense of the Contractor, for example, the transport costs and other expenses regarding the rejected goods must be refunded by the Contractor.
- 20.8 Where imported goods are to be inspected before delivery, the Contractor shall notify his suppliers abroad of the conditions applicable to inspections.

- 20.9 Provisions contained in sub-clause 20.1 and 20.8 shall not prejudice the right of the Entity to cancel the contract on account of a breach of the conditions thereof.

21. RESTRICTION OF BIDDING

Without prejudice on any other legal remedies, the Entity may impose restrictions on a Bidder in terms of which bids to the Entity will not be accepted for such period as determined by the Entity. This information may be passed to other Entitys or State organisations in the Republic of South Africa. These restrictions may be imposed in terms of the breach of any of the requirements to be met in terms of the accepted bid or contract. The Entity may also make a restriction on a bidder from another province or State institution applicable to this Entity.

22. CONTRACTOR'S LIABILITY

- 22.1 In the event of the contract being cancelled by the Entity in the exercise of its rights in terms of these conditions, the Contractor shall be liable to pay to the Entity any losses sustained and/ or additional costs or expenditure incurred as a result of such cancellation, and the Entity shall have the right to recover such losses, damages or additional costs by means of set-off from moneys due or which may become due in terms of the contract or any other contract or from guarantee provided for the due fulfilment of the contract and, until such time as the amount of such losses, damages or additional costs have been determined, to retain such moneys or guarantee or any deposit as security for any loss which the Entity may suffer or may have suffered.
- 22.2 The Contractor may be held responsible for any consequential damages and loss sustained which may be caused by any defect, latent or otherwise, in supply or service rendered or if the goods or service as a result of such defect, latent or otherwise, does not conform to any condition or requirement of the contract.

23. PRICE LISTS

Price lists which are part of the contract shall not be amended without the approval of the Entity, unless the SCC specify otherwise.

24. SUBMISSION OF CLAIMS

- 24.1 Claims must be submitted within 90 days of the delivery date of items, but the delivery date will be calculated according to the delivery period stipulated in terms of the contract, unless an extension for late delivery has been granted by the Entity.
- 24.2 For period contracts, no price increase will be granted within the first 180 days of the contract period. No price increase applications which are submitted later than 90 days after the contract period has expired, will be considered. The claims shall be accompanied by documentary proof and, if required, an auditor's report sustaining the claim shall be provided.
- 24.3 Claims referring to formulae and indices must be clearly set out in terms of indices or formulae values used to calculate the bid price, and the adjusted indices or values.

25. PROVINCIAL PROPERTY IN POSSESSION OF A CONTRACTOR

- 25.1 Entity's property supplied to a Contractor for the execution of a contract remains the property of the Entity and shall at all times be available for inspection by the Entity or its representatives. Any such property in the possession of the Contractor on the

completion of the contract shall, at the Contractor's expense, be returned to the Entity forthwith.

- 25.2 The Contractor shall be responsible at all times for any loss or damages to the Entity's property in his possession and, if required, he shall furnish such security for the payment of any such loss or damages as the Entity may require.

26. RIGHTS TO PROCURE OUTSIDE THE CONTRACT

- 26.1 The Entity reserves the right to procure goods outside the contract in cases of urgency or emergency or if the quantities are too small to justify delivery costs, or if the goods are obtainable from another organ of Entity or if the Contractor's point of supply is not situated at or near the place where the goods are required or if the Contractor's goods are not readily available.
- 26.2 No provision in a contract shall be deemed to prohibit the obtaining of goods or services from a Department or Provincial authority.

27. AMENDMENT OF CONTRACT

No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force and effect unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing.

28. NOTICES

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

29. INCIDENTAL SERVICES

- 29.1 The Contractor may be required to provide any or all of the following services, including additional services, if any, specified in the Special Conditions of Bid:
- (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 Contractor of any warranty obligations under this contract; and
 - (e) training of the Entity's personnel, at the Contractor's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 29.2 Prices charged by the Contractor 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 Contractor for similar services.

30. USE OF CONTRACT DOCUMENTS AND INFORMATION INSPECTION

- 30.1 The Contractor shall not, without the Entity'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 Entity in connection therewith, to any person other than a person employed by the Contractor 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.
- 30.2 The Contractor shall not, without the Entity's prior written consent, make use of any document or information mentioned in GCC clause 30.1 except for purposes of performing the contract.
- 30.3 Any document, other than the contract itself mentioned in GCC clause 30.1 shall remain the property of the Entity and shall be returned (all copies) to the Entity on completion of the Contractor's performance under the contract or so required by the Entity.
- 30.4 The Contractor shall permit the Entity to inspect the Contractor's records relating to the performance of the Contractor and to have them audited by auditors appointed by the Entity, if so required by the Entity.

31. SPARE PARTS

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

32. PENALTIES

- 32.1 Subject to GCC Clause 4, if the Contractor fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the Entity 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 delayed goods or unperformed services, using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The Entity may also consider termination of the contract in terms of the GCC.

33. ANTI-DUMPING AND COUNTERVAILING DUTIES AND RIGHTS

- 33.1 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.

34. GOVERNING LANGUAGE

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.

35. TAXES AND DUTIES

- 35.1 A foreign Contractor shall be entirely responsible for all taxes, stamp duties, licence fees, and other such levies imposed outside the Entity's country.
- 35.2 A local Contractor shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the Entity.
- 35.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Entity 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.

ANNEXURE B

INDEMNITY UNDERTAKING

I/We _____ (insert Service Providers name) hereby indemnifies and hold the Office of Health Standard Compliance harmless in respect of all costs that may be incurred by me/us for the submission or performance of this bid.

I/We further indemnify the Office of Health Standard Compliance in respect of all legal and other expenses as they are incurred by the Office of Health Standard Compliance in examining, resisting or settling any damages, injuries or loss that may be occasioned by work necessary in terms of this bid.

Witness :

Signature of authorised person to sign the bid.

Witness

Name

ANNEXURE C

SBD 6.1

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

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

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

1. GENERAL CONDITIONS

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

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

1.2

- a) The value of this bid is estimated to **exceed/not exceed** R50 000 000 (all applicable taxes included) and therefore the preference point system shall be applicable; or
- b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

1.3 Points for this bid shall be awarded for:

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

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

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

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

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

2. DEFINITIONS

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

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

80/20 or **90/10**

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

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

P_{min} = Price of lowest acceptable bid

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

- 4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in

accordance with the table below:

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

5. BID DECLARATION

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

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

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

7. SUB-CONTRACTING

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

(*Tick applicable box*)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

7.1.1 If yes, indicate:

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

(*Tick applicable box*)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

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

Designated Group: An EME or QSE which is at last 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		

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

8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
 - ☐ One person business/sole propriety
 - ☐ Close corporation
 - ☐ Company
 - ☐ (Pty) Limited
- [TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

.....

8.6 COMPANY CLASSIFICATION

- ☐ Manufacturer
 - ☐ Supplier
 - ☐ Professional service provider
 - ☐ Other service providers, e.g. transporter, etc.
- [TICK APPLICABLE BOX]

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

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

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

WITNESSES

- 1.
- 2.

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

DATE:

ADDRESS

.....

.....

2 DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Standard Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-
 - a. abused the institution's supply chain management system;
 - b. committed fraud or any other improper conduct in relation to such system; or
 - c. failed to perform on any previous contract.
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's database as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? To access this Register enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME).....

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT.

I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Standard Bidding Document (SBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

² Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

do hereby make the following statements that I certify to be true and complete in every respect:

_____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

6. 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 consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. 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 **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.**

10. 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.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

TERMS OF REFERENCE

APPOINTMENT OF A SERVICE PROVIDER FOR THE BESPOKE SOFTWARE DEVELOPMENT, CUSTOMISATION/ENHANCEMENT, MAINTENANCE AND SUPPORT SERVICES OF OFFICE OF HEALTH STANDARDS COMPLIANCE (OHSC) INFORMATION SYSTEMS FOR A PERIOD OF 3 YEARS



Office of Health Standards Compliance
Ensuring quality and safety in health care

TENDER NUMBER	OHSC/6/OCT/2023
DESCRIPTION	<p>To appoint a suitable service provider to support and maintain bespoke software development, customisation/enhancement, maintenance, and support services of the Office of Health standards compliance (OHSC) information systems for a period of 3 years.</p> <p>The service provider:</p> <p>The bidder must possess in-depth knowledge of the South African public health sector, including a comprehensive understanding of the relevant regulations, guidelines, and frameworks that govern health establishments' compliance with health standards.</p> <p>Relevant Experience</p> <p>The bidder must demonstrate a minimum of 3 years of experience with a proven track record of successful development and implementation of information management systems specifically designed for standards/ programme compliance and functionality assessment systems within the health sector.</p> <p>Technical Skills</p> <p>The bidder's resources must have technical expertise and experience in the following technologies: Project Manager, System Analysis, Language: PHP 8.x, Frameworks; CodeIgniter, Ionic, Angular, Node.js; Cordova and Database: MySQL</p> <p>The bidder must have expertise and proven experience in the following technologies:</p> <p>Language: PHP 8. x, Frameworks: CodeIgniter, Ionic, Angular, Node.js, and Cordova and Database: MySQL</p>
TENDER BRIEFING	<p>Date: 16 October 2023</p> <p>Time: 11h00 at the Office of Health Standards Compliance office. 79 Steve Biko Road, Arcadia, Pretoria, 0084.</p>

ENQUIRIES	<p>Enquiries must be in writing ONLY and directed as follows:</p> <p>SCM/Administration: Supply Chain Management - Phemelo Kgwele at pkgwele@ohsc.org.za</p> <p>Technical: Director ICT: Jay Tulsee jtulsee@ohsc.org.za</p>
CLOSING DATE	<p>Date: 27 October 2023</p> <p>Time: 11H00 (GMT +2) at the above-mentioned address</p> <p>Address: Office of Health Standards Compliance office. 79 Steve Biko Road, Arcadia, Pretoria, 0084.</p>

(1) OVERVIEW OF OHSC

The Office of Health Standards Compliance (OHSC) is a health sector regulator established in terms of the National Health Act, 2003 (Act No 61 of 2003, as amended). The purpose of the OHSC is to protect and promote the health and safety of users of health services by:

- a. monitoring and enforcing compliance by health establishments with norms and standards prescribed by the Minister of Health and
- b. ensuring consideration investigation and disposal of complaints relating to non-compliance with prescribed norms and standards in a procedurally fair, economical, and expeditious manner

(2) SUMMARY OF SCOPE

The purpose of this request is to solicit bids from suitably qualified bidder(s) to submit proposals for the provision of Bespoke Software Development, Customisation/Enhancement, Maintenance and Support Services, and new development to OHSC in accordance with the rules set out in this RFP.

(3) DURATION OF SCOPE

The successful bidder will be appointed for a period of three (3) years at OHSC's discretion and subject to OHSC's terms and conditions.

(4) PROJECT BACKGROUND

In line with its mandate, the OHSC collects information from health establishments to monitor compliance with the norms and standards through inspections in accordance with section 79(1)(b) of the Act, collect information relating to prescribed norms and standards in line with section 79(2)(b), monitor indicators of risk through an early warning system as stipulated by section 79(1)(d) and investigate of complaints in relation to the breaches of norms and standards in accordance to section 79(1)(c).

In November 2019, the OHSC appointed a strategic partner to assist in the development and design of bespoke integrated enterprise systems and functionality for the OHSC Information System for enhanced productivity, efficiency, and improvement of OHSC service delivery and monitoring. Over the duration of the contract, systems, subsystems, solutions, and processes were developed and implemented within OHSC.

The current contract will expire, and OHSC must have a service provider onboard to sustain operations and enhance the OHSC information system.

The bidder should demonstrate professional expertise, relevant previous experience, and multiple skills to execute and deliver a project of this scale for the ongoing support and maintenance, enhancement of existing information systems, and new development of modules.

a) **Overview of Information System Functionality**

The following integrated systems and sub-systems/modules were developed and implemented within the OHSC.

- (i) RBAC - Role-based access control (RBAC): Each user has access to the system application that they need to perform their job. Every user within the system has designed rules which determine their permission depending on the user's rules. The system admin can modify the access and edit the authorization accordingly.
- (ii) The RBAC has two main functions, including Role Assignment and User Access (Authorization). The RBAC is based on several levels, including OHSC, health establishments, sub-district level, district level, provincial level, and national level. The RBAC sections contain a database for 4416 health establishments, public and private sector, province, district, sub-district, and ownership, which are controlled and updated regularly.

b) **Inspection tool / Measure master & tool download**

(i) **Regulations**

The basis of developing inspection tools is the promulgation of norms and standards regulations. The regulations must be uploaded on the system as they provide the framework and basis upon which the tools for a particular category of health establishments are developed.

(ii) **Inspection Tools**

The OHSC inspection tools are developed following a cascading framework over six levels of architecture, including functional area, domain, sub-domain, standard, criterion, and measure. There are two types of measures in the inspection tool: direct questions and checklists. In addition, the questions are then grouped into sub-sections according to the service areas provided within a health establishment known as functional areas and these functional areas are different depending on the categorization of the health establishment such as clinics, community health

centres (CHCs), private general practitioners, dentists, other private Primary Health Care (PHC) establishments, Emergency Medical Services, and hospitals.

The inspection tool, therefore, accommodates an eight-level hierarchical structure. The levels of the architecture are from level one to level eight and are named as follows:

- 1st level is the Functional Area,
- 2nd level is the Domain,
- 3rd level is the Sub-Domain,
- 4th level is the Standard,
- 5th level is the Criterion,
- 6th level is the direct Measure,
- 7th level is the Checklist measure, and
- 8th level Explanatory Note.

The hierarchical system in the architecture of the tool is also used for the numbering system used in the overall structure of the tool. The system allows for the addition and deletion of measures as part of the ongoing review and updating of the inspection tools. The addition and deletion of measures result in the automatic numbering of measures from the beginning to the end. The system also allows customising the selection of functional areas to be inspected when the inspection tool is created.

Based on the above, the user can create an inspection tool for a particular level of care as per the applicable regulations and save it at 3 levels.

- **Draft tool:** to allow for additional revisions before final submission.
- **Pilot tool:** to allow for the completion of tool testing.
- **Final tool:** this is an approved and finalized tool which will be automatically uploaded to the inspectorate section.

In addition, the tools can be saved in printable format. Other features in this section include:

- a) an audit trail is to monitor and trace within the inspection tool section and
- b) version control to prevent duplications and enable comparison between different inspection tools.

(iii) **Offline inspection**

This system allows users to download scheduled inspection tools along with all pertinent information such as the name of the health facility, the name of the inspection tool, the norms and standard regulations, image uploading, photo capture, e-signature, syncing, and backup are among the other capabilities.

Offline Tablet – inspectors use the offline tool to conduct inspections.

- Download the assigned inspections.
- Offline answers
- Syncing of data

(iv) **Inspectorate**

This section consists of three levels, namely: schedulers, team leaders, and inspectors.

1) **Schedulers:**

This section allows the user to view the developed inspection tool that is required to be used in the up-and-coming inspection. Upon confirmation, the user can schedule an inspection visit and select the respective health establishments due for inspection within a specific date range. Furthermore, the user can allocate the inspection to the respective team leaders. Once the selection and allocation are confirmed, the system will upload the schedule automatically to the inspectorate for the team leader to action.

2) **Team leaders:**

This section consists of the following sub sections:

a) **Assigning inspectors:**

This section allows the user (Team Leader) to view the assigned inspection details and start preparing for the inspection, such as selecting team members.

b) **Reviewing the inspection data:**

This function enables the user to evaluate the synced inspection from the offline system in order to validate and clean data before it is finalized.

c) **Assigning a co-team leader:**

This function allows the user to designate a co-team leader and grant them access to the inspection in order to assist the team leader with tasks such as validating and data cleaning.

d) **Completing the inspections (finalization):**

This function allows the user to approve the completed inspection after validation and have it ready for reporting purposes.

e) **Chat room:**

This is a communication tool that allows all team leaders and inspectors to exchange inspection data information and feedback.

f) **Uploading reports:**

Users can upload inspection data to the reporting platform using this feature. As a result, the data will be fed into a calculation formula and a compliance status framework, which will score the results and generate a final grading and compliance decision for each health facility.

3) **Inspectors:**

This section provides users with information about upcoming inspections as well as a date range. As a result, the user will download the inspection tool to an offline system so that it can be used in the field. Other features include data revision, which allows users to participate in data cleaning and validation.

(v) **Reporting system:**

This section consists of the following:

a) **Reporting platform:**

This function shows the inspection results for each health establishment, which may be seen at several levels and allows the user to drill down to the most basic information. It also shows grading at the functional area, domains, subdomains, standard, criteria, and health establishment levels, as well as compliance decisions at the measure and health establishment levels.

b) **Release reports:**

The primary purpose of this section is to enable the OHSC to provide reports to all inspected health establishments and teams of reviewers so that everyone can evaluate the results and provide input and comments. The type of reports are preliminary reports, final reports, and re-inspection reports.

c) **Query tool:**

This section and functionality of the system allow users to download data from the system for quality assurance, verification, and analysis of the inspection findings and performance of health establishments against the promulgated norms and standards. The query tool functionality embeds the Compliance Status Framework which is the framework that outlines the computation methodology of the inspection findings and ultimately the decision algorithm towards the compliance status outcome of each inspected health establishment. The download of the inspection's performance can be at multiple levels such as at the national, provincial, private hospital group, health establishment, and at team leader levels. The system has a functionality that allows the Inspectorate Unit and Data Analysis Unit to download the finalized inspection data from the system for quality assurance, verification, analysis, and compilation of the Annual Inspection Report. The download functionality provides both the raw dataset and the dataset with the final grading and compliance status outcomes.

(vi) **Self-assessment module**

The self-assessment module is a section of the system that enables the health establishments to access the inspection tools, conduct the self-assessment inspection and submit results of the self-assessment outcomes. The functionality of the system enables the Health Standards Development and Training Unit to access the results. The back-end computation of this module is identical to the query tool module based on the Compliance Status Framework.

(vii) **Annual Returns**

The Annual Returns system allows for the creation and customization of a submission form or questionnaire to collect information in relation to health establishments' characteristics and profiles. The health establishments are granted user rights (access) to the Annual Returns system and therefore will be

able to complete and submit the form or questionnaire within a specific timeframe (the submission period) on an annual basis once it has been developed.

In addition, this system has a module and functionality that allows the OHSC to open the system for submission during a particular period of the year when health establishments are expected to submit their returns and close the system for submissions when the deadline for submission is reached. This section of the system has a validation functionality that allows the OHSC to monitor the submission process by health establishments from the beginning of the submission period until it closes as well as allowing the health establishments to keep updating the submission information until they have completed the process. The system also has a functionality that allows OHSC to download the submitted Annual Returns data from the system for quality assurance, verification, and analysis.

(viii) Early Warning System (EWS)

The EWS is a surveillance system that collects data on certain events and/or incidents of breaches to the norms and standards in health establishments on a regular basis to enable the OHSC to intervene promptly and identify high risk health establishments. The EWS information system has multiple functionalities. The first feature of the system allows the user (the EWS unit) to create and customize a reporting form according to the specified EWS indicators and any other additional information that must be submitted by the health establishments. The system also has a functionality that allows EWS Unit to download the submitted EWS data on an ongoing basis from the system for quality assurance, verification, analysis, and reporting. A dashboard is available in this part, which allows users to access data from the system for quality assurance and verification.

(ix) Re-inspections

The re-inspection was developed to conduct an additional inspection per health establishment that would have been found non-compliant following a routine inspection as guided by the compliance status framework.

(x) Dashboards

The OHSC has developed dashboards that allow the inspection unit to monitor overall progress of inspection within the country. The system shows a real-time

visual representation of OHSC inspection data allowing for monitoring and analysing of inspections.

c) **The technology currently used to develop existing Information Systems**

Applications are developed using the following technologies/ tools:

- Language: PHP 8.2
- Framework: CodeIgniter, Ionic, Angular, Node.js and Cordova
- Database: MySQL

These servers are hosted at Third Party Cloud services and accessed over WAN from OHSC or a service provider.

Server Infrastructure and Technology Stack

Production and Testing environment: Separate servers - Linux web hosting server, unlimited traffic, PHP 8.2 & MySQL

(5) SCOPE OF WORK

The purpose of this scope of work is to ensure that the OHSC appoints an experienced, competent service provider with knowledge in bespoke software development in South African public and private health services including a comprehensive understanding of the relevant regulations, guidelines, and frameworks that govern health establishments compliance with health standards.

The objective is to maintain, support and enhance the functionality of the existing information system applications, including new module developments, according to the agreed-upon business rules and specifications over a period of 3 years.

Taking into account this project spans over a period of 3 years, all work undertaken related to enhancement and new development in these terms of reference must be completed within the first two years of the project allowing the OHSC to leverage out-of-functions/modules developed. The OHSC on a quarterly basis will review project plans and make additions to system requirements based on strategic and operational alignment.

5.1 SUPPORT AND MAINTAIN EXISTING INFORMATION SYSTEM

This phase of the project is to ensure that the systems developed and deployed provide the functional outputs for the OHSC. The intention of ongoing support and maintenance is to ensure that any unexpected problems that may arise will be fixed and improve the system.

5.1.1 Bug fixing

It is required that the potential service provider would need to ensure that the systems are tested and technically bug-free, delivering accurate, reliable performance without encountering unexpected errors, crashes, or malfunctions,

5.1.2 Code Optimization/Tuning

Review and modify, if required, of existing code, both PHP, MySQL and to increase the efficiency of the application. A detailed report of proposed changes and risks involved along with the implications will be handed over to the OHSC.

5.1.3 Data validation/ correction:

As and when required, data validations/ corrections would be carried out to enable smooth

operations of the OHSC. However, while carrying out any data updating, maintaining data integrity would be the prime responsibility of the Service Provider. The Service Provider will also identify the type & nature of data errors and reports will be handed over to concerned users for correction and resubmission.

5.1.4 Data Integrity

While carrying out any changes in the code level or in the data, it would be the prime responsibility of the service provider to do sufficient impact analysis before carrying out the changes so that the integrity of the corresponding business processes and the data is maintained.

5.1.5 Change Management:

Implementation of changes in the existing or future developed modules, functionalities, reports, business rules/logic processes.

5.1.6 System Control Management

The service provider must implement a system control management for all applications developed, to mitigate potential risks and ensure data security.

5.1.7 General support maintenance activities

5.1.7.1 Providing day-to-day user support to OHSC Users

5.1.7.2 Training for end-users.

5.1.7.3 Perform prototyping, User Acceptance Test (UAT), and Proper Release management for the production environment.

5.1.7.4 Consulting in IT-specific areas of technologies, best practices, and trends in the market for the improvements of application development, deployment environment, performance, and user experience in connection with the application software and components being used by OHSC.

5.1.7.5 The sign-off / acceptance of the implementation of software in connection with change requests if any shall be provided to the selected bidder only after successful, acceptable UAT results meeting the quality, completeness and features, functionalities fulfilment.

5.1.7.6 The selected bidder shall conduct Functionality, Browser Compatibility, Accessibility, Scalability, Application Security and Penetration Testing, if applicable, and seek sign-off from OHSC before implementing the Software Solutions managed/developed/customized.

5.1.7.7 The selected bidder shall submit the Test Summary Reports as well as detailed.

5.1.7.8 Test Coverage Matrix with Bugs / Defects found and fixed by the vendor team.

5.1.7.9 The selected bidder support personnel shall remotely manage and monitor the working of the whole IT Solution.

5.1.7.10 Fixing of bugs already identified or identified during the contract period.

5.1.8 Data and System Security

The service provider needs to ensure that data is protected from unauthorized access, use, disclosure, disruption, modification, or destruction. In addition to the current measures implemented the service provider needs to ensure the confidentiality, integrity, and availability of data and system. Keeping in mind that data security is an ongoing process that requires regular assessment, updates, and adaptation to address evolving threats and technologies. The data stored on the system should be compliant with POPIA.

5.1.9 Backups

The service provider should ensure that system backups are done and tested regularly as part of the recovery process every quarter.

5.2. MODIFICATIONS AND ENHANCEMENTS

5.2.1 Access Control to OHSC Information Systems

Presently the OHSC is using Role Based Access Control (RBAC) to manage its users. The intention is for the OHSC information system to be made available to other internal and external stakeholders and considerations for the implementation or conversion of the current RBAC to Global Based Access Control (GBAC) to allow for decentralised management of authorisation of users with oversight by the OHSC team.

The service provider will be required to re-configure the RBAC by modifying access privileges, roles, and restrictions.

5.2.2 Inspection Register

The inspection register is used for reporting all the inspected facilities, quarterly and Annually. This is extracted in Excel and PDF format. The OHSC would like to develop an additional filter to improve this reporting area.

5.2.3 Scheduler-with support of Team leader/Co team leader

The OHSC currently has a basic functionality on the scheduling system and would need to improve this system to accommodate future requirements:

- The system must cater for functionality that allows the Inspection unit to report on general comments.
- The system must be able to generate reports in word, excel and pdf format.

5.2.4 Multiple selections/ filters on all reports

The system can generate reports, however the need to enhance the reporting functionality to use a multiple selection filter is required.

5.2.5 Report System

5.2.5.1 Report View

To be able to view reports for ALL provinces, ALL categories of HEs and ALL inspection types (filters to include "ALL") per team leader.

5.2.5.2 Inspection reports

Individual inspection reports to be able to pull through the HEs demographics (including addresses) as captured through the Annual Returns database/Registry.

5.2.5.3 Quarterly Reports, Bi-annual and Annual Inspection Publication Reports

All these reports will be system generated depending on the relevant/required/prescribed information to be reported.

5.2.5.4 Inspector conclusion amendment

After the internal quality review, the system should allow for the inspector to amend the conclusion written after consideration of the evidence. This will allow for the HE to see the most recent conclusion and avoid contradictory comments on the conclusion and inspection tool. An audit log to be created so that there is a history of previous transactions.

5.2.5.5 Alerts

Alert on the 20th day – the inspectors should get email alerts to remind them that it is time for evidence consideration / internal quality review findings considerations. Automated email alerts when the HE has completed uploading the evidence on the system and when the internal quality review has completed verifications. Email alert team leader when final reports are released.

5.2.5.6 Tool tip/Explanatory note

The tooltip/explanatory function is currently available on the inspection system, it is required that this function be developed for reports.

5.2.5.7 Chatbot function

Chatbot function to allow team members to chat and request approval via email notification. System to only allow access to the inspection team members only. In an instance where a team member needs to access the inspection, there should be a way of making a formal request and the reason for the request should be done directly on the system to the team leader responsible for the inspection to give access. Email notification to be sent to the team leader once there is a request with reasons. Inspector to receive an email notification and response from the team leader confirming access.

5.2.5.8 Quarterly / Annual Reports

The system must be able to generate graphs from the inspection system in word format and allow for narratives to be added.

5.2.6 Audit trail on extension request from HE

The system needs to cater for the following functions:

- Generate an audit trail for extension requests by the HE.
- System to be able to pull a report of all HE that has requested extension. All uploaded documents to be part of the trail and have an audit log.
- System to allow OHSC to extend as per request from HE even when the HE submitted the report or when the 20 days have expired. System to require a reason/upload document that is approved to support the request.

5.2.7 Query Tool

- System to cater for a universal query tool that allows the OHSC to filter and extract information from various inspection tools.
- Grading and compliance report - system to cater for the generation of individual reports.

5.2.8 Dashboard

The OHSC currently has dashboard developed for the inspection system. The OHSC requires the service provider to enhance the current dashboard and add other modules i.e., annual returns, Early warning system, self-assessment and certification and enforcement.

5.2.9 Certification and Enforcement

Currently, the OHSC generates certificate of compliance securely in a manual approach. The system needs to cater for certificates to be printed via the Certification and Enforcement unit by authorised OHSC personnel.

The following requirements are required:

- Printing of certificate of compliance.
Uploading of signed certificate by CEO with embedded IT security features.
- Generating and printing the Written Warnings via the inspection reporting system.
- Filtering the number of Certificate of Compliance / Written Warnings per quarter / bi-annual / and per annum.
- The system must be able to issue notifications to health establishments that are being recommended for certification and enforcement actions.
- The system must be able to monitor the number of days within which the unit is allowed to issue a Certificate of Compliance or to initiate Enforcement Actions, notifies the OHSC of the number of days remaining, and alert the OHSC when those number of days get close to expiring (to control and minimize risk of non-compliance with *dies*).
- The system must notify OHSC which Certificates of Compliance are due for renewal.
- The system must generate a report that groups Certificates of Compliance per period (quarterly, bi-annual, and annual), per Province, and per District.
- The system currently, has names of HEs, date of inspection, provinces and districts that are on the Inspection Report, the following additional information must be added to the inspection report, physical addresses of all Health Establishments inspected, names of the person in charge, email addresses and phone numbers. (This information is vital and will assist us when we take enforcement actions).
- Allow for issuance of standardised Written Warning.

5.3 NEW DEVELOPMENT

The purposes for new developments on information systems collectively contribute to improving organizational efficiency, decision-making, competitiveness, security, collaboration, and user experience. By continually advancing information systems, organizations can leverage technology to achieve their goals and meet the evolving demands of the operational requirements of the OHSC.

5.3.1 Geographic Information System:

Integration with Geographic Information System mapping with the use of Artificial Intelligence allows the OHSC to better manage its planning and execution of its inspections. This includes the integration with Google Maps API.

5.3.2 Intelligent Interactive System:

Design and implement an intelligent and interactive allocation system to simplify the manual operation, improve work efficiency, and reduce errors.

5.3.3 System Generated Notifications:

Development of system-generated notifications with acknowledgements that can be accessed by health establishments. This module will be designed to allow users to receive notifications based on a predefined set of criteria to streamline key processes within the OHSC's various units and between the OHSC and the health establishments.

5.3.4 System Generated Scheduling:

The ability of the system to generate an automated schedule based on the inspection teams. The system needs to generate an inspection schedule that will include inspected and non-inspected HEs and allow for the inspection unit to customise the schedule prior to finalising. The system must be able to present the schedule in calendar format.

5.3.5 System-generated workflows:

Development of system workflows to optimise operations e.g., bilateral system notifications. This module will be designed to generate workflows and allow users to receive notifications based on a predefined set of criteria to streamline key processes within the OHSC's various units and between the OHSC and the health establishments.

5.3.6 Data Analysis

Development of a statistical analysis module to measure operational performance timelines and milestones in relation to the Annual Operational Plans (AOPs) and Annual Performance Plans (APPs).

A dynamic statistical analysis capability module development can be designed to incorporate various types of calculations and statistical outputs such as ratios, mean, mode, median, variance, standard deviations, covariance, and skewness. This module will be able to determine/formalise relationships between variables using mathematical frameworks and equations.

5.3.7 Interoperability of Systems

Ensure that internally developed systems are integrated to external systems to allow for optimal efficiency. The service provider must ensure that the implemented solution is compatible with the existing infrastructure and enable the OHSC information system to integrate and communicate with other internal and external systems.

Where the OHSC information system is required to interact and interface with external systems and vice versa, the service provider will ensure such interoperability via API or any other agreed technology and the integrity and security of both the internal OHSC system and that of the external information system, is always maintained.

5.3.8 Development of Performance Information system

The need to develop a system that allows for automation of the Monitoring and Evaluation processes on a monthly, bi-annual, quarterly, and annual basis. The system must allow all units to electronically capture information against indicators and upload evidence. The system must have algorithms and methodologies to calculate the performance matrix and key performance indicators based on the collected data. The system must allow the users to input and update data, track progress, and view performance information. The system must include reporting functions.

5.3.9 Data and Research Repository

The need to develop a system that allows for the capturing and generation of data for different research projects, The system must have the ability to upload research protocols, ethics documents, consent forms, questionnaires, research reports, videos, audio, and images.

5.3.10 National Health Establishment Registry

The national health establishment registry is a system function that enables the OHSC to create and maintain a database of all health establishments in the country. The health establishment register module and functionality must contain relevant information such as classification and licensing information, and geographical and geospatial data, such as coordinates. The system must enable regular updating of the system as new health establishments are licensed and existing ones are maintained or decommissioned.

5.3.11 Development of Off-Line Systems

The need to develop an offline application to assist users to access the application offline completing the necessary information or requirements before syncing them when they have internet access for the current OHSC system e.g., Inspection System.

5.3.12 Quality Improvement Plan (QIP)

QIP will be per functional area and should include all non-compliant measures with their associated comments. The QIP must include text boxes to allow for recording of the individual tasks required to achieve compliance, the names of individuals responsible for completing these tasks, the date by which they should be completed, the review date to check that they have been completed, a text box to record the reasons for failing to complete the task following which the task should be reassigned and a new completion date allocated. System to be able to download and print this report in Excel, Word, and PDF.

5.3.13 Additional health disciplines/categories to be added to the current system.

It is required that OHSC will need to add other disciplines within its areas of compliance, the need to ensure that the current system is adapted to allow for this functionality to be developed e.g., Emergency Medical Services.

NB!! The OHSC reserves the right to add or remove projects under the terms of reference.

5.4 DEVELOPMENT WORK REQUIRED AS PER OHSC ON AN ADHOC BASIS OVER A 3-YEAR PERIOD.

Taking into account that this project is based on a 3-year term, it is important to note that the OHSC would undergo yearly strategic alignment, which would require the alignment of projects related to the information systems. It is required that the appointed service provider would need to align to long-term projects and new development initiatives, which will play a crucial role in the growth and innovation of the OHSC. The service provider must cater for 3-year costing.

5.5 DOCUMENTATION:

All the documents available and updated till the start of the contract shall be handed over to the Service Provider. The service provider shall maintain these documents viz. system documents, user documents and process documents, etc., to their current status. While the documents would be added with the necessary information pertaining to newly added/ developed modules, features, and functionalities, the same would be updated/ modified for the changes/ modifications carried out in existing modules, features, and functionalities. Industry best practices and standards should be followed while preparing/ updating the documents. System Flow charts, Data flow diagrams, and Entity Relationship Diagrams (ERDs) should be used wherever required. Development of user guides for all modules on the system.

5.6 VERSION CONTROL MANAGEMENT:

The service provider must implement a version control management system and maintain the application software by versioning and maintaining track of all the changes made to the software. At the end of each quarter and at the end of the contract period, the service provider must hand over the latest and updated source code along with all the versions and documentation to the OHSC. The use of devops or similar development management system would be required for the ongoing management of source code.

5.7 AUDIT COMPLIANCE:

The OHSC Information System must enable access to vulnerability assessments, and penetration testing, application performance audit done for its operations, applications and other IT infrastructure. Based on the audit report (accepted by OHSC) make necessary changes in or upgrade the application, framework, or database, if required, to comply with the audit observations.

5.8 SKILL TRANSFER AND TRAINING

The OHSC is embarking to build internal IT capacity to sustain the Information System project, and as part of the service delivery the appointed Service Provider will be required to train, and skill transfer technical knowledge to the OHSC IT team.

The service provider will be required to deliver the following elements as part of skill transfer:

- **Training Needs Assessment:** The service provider should begin by thoroughly assessing the current skill levels and knowledge gaps within the OHSC ICT team. This assessment will help identify the specific areas where skills transfer is needed.
- **Training Plan Development:** The service provider should develop a comprehensive training plan based on the training needs assessment. This plan should outline the objectives, content, and duration of each training module or session. It should also consider the different levels of expertise within the OHSC ICT team.
- **Mentoring and Coaching:** In addition to formal training sessions, the service provider should assign experienced mentors or coaches who can work closely with the OHSC ICT team members. These mentors can provide guidance, answer questions, and offer support as the team members apply their newly acquired skills in real-world scenarios.
- **Evaluation and Feedback:** Quarterly evaluation and feedback mechanisms should be put in place to assess the effectiveness of the skills transfer program. The service provider should gather feedback from the OHSC ICT team members to identify areas of improvement and make necessary adjustments to the training approach.

5.9 CUSTOMER RELATIONSHIP MANAGEMENT (CRM)

It is required that the service provider makes provision for a system that allows the OHSC to log calls and track progress online. Preferably a cloud-based solution to be considered as part of the solution. The system should allow users to log call to first line support and if it requires escalation then support will escalate for the service provider to action. This system will log case numbers, date issue reported, who reported, date resolved, the status of the case, escalations, and expected time frame to resolve a per priority. Users to be able to upload pictures, videos, and voice notes. The system should be able to integrate into the OHSC CRM solution.

5.10 SERVICES DURING THE TRANSITION PERIOD

5.10.1 At the time of taking over.

A transition period of two months (from the date of the start of the contract) shall be allowed for taking over from the existing service provider or OHSC.

During this period, the Service Provider must depute additional resources, Subject Matter Experts (SMEs) and other experts so that the transition, including processes, system, and deployment environment knowledge, is imparted to its resources. Necessary documentation, if not available already, should be created during the period.

5.10.2 At the time of handing over.

At the end of the contract period, including extended period, if any, in the normal course or due to termination, OHSC shall have the right to retain all or selected resources for a maximum period of two (2) months for the purpose of handing over to OHSC or for completion of any unfinished assignment.

The Service Provider shall be legally bound to hand over all the project-related documents, data, source code and all the project-related information to OHSC and the final bill under the project and shall be settled and shall be released by OHSC only after handing over the project related data / information / source codes, etc. to the satisfaction of OHSC.

5.11 STAFFING REQUIREMENTS:

Service Providers must deploy resources with appropriate experience and skill sets to cater to the required services throughout the contract period of 3 years.

- I. Project Manager
- II. System Analysis
- III. Senior PHP/Java programming: (Full stack developer experienced in CodeIgniter, Ionic, Angular, Node.js, and Cordova)
- IV. Database Administrator RDMS – MySQL
- V. Angular and Ionic Frontend Developer

5.12 SOFTWARE OWNERSHIP / INTELLECTUAL PROPERTY

Upon completion of the software development project, all project-related documents and files and the source code of the completed project will be the property of the OHSC for further use or enhancements as required.

5.13 SERVICE LEVEL AGREEMENTS (SLAS)

5.13.1 Service Level Definition:

Depending on the criticality and severity of any requirement/ call, the same may be classified as follows:

Severity Level	Severity Type	Definition
S1	Critical Problems	A problem that affects entire OHSC or $\geq 80\%$ of the users of the OHSC e.g., Non availability of application, web server, Database down only (if DBA Services are subscribed from Service provider) etc. A problem which effects more than one 'division's work. A problem with user accessing application.
S2	Major Problems	A problem that affects an organisation / section of OHSC
S3	Moderate Problems	A problem that affects a typical user group e.g., Non availability/ failure of a module etc.
S4	Minor Problem	A problem that affects a typical user.

Appropriate Severity Level shall be assigned by Project Manager in consultation with the OHSC Project In-charge.

Resolution time for new development-related calls shall be mutually decided and fixed up accordingly.

5.13.2 Service Level Targets:

Following would be the Service Level Targets to be met for support-related calls:

Severity Level	Response Time	Resolution Time
S1	40 min	2 Hr.
S2	60 min	4 Hr.
S3	80 min	6 Hr.
S4	100 min	8 Hr.

Following would be the Service Level Targets to be met for enhancement, modification, and bug-fixes related calls:

Severity Level	Response Time	Resolution Time
S4	1 day	5 days
S3	1 day	3 days
S2	4 Hours	2 days
S1	1 Hour	1 day

For new development requirements, the resolution time shall be mutually decided by the Project Manager and the OHSC Project Manager. The above related timelines need to link into the call logging system.

5.14 MANAGEMENT

The successful bidder shall be expected to deliver services to the OHSC through the following service channels and corresponding service availability parameters:

- **Telephonic Support and Remote Support** -Telephone support services shall be accessible to the OHSC between 08:00 hours – 17:00 hours during working days and after-hours telephonic support for priority one (1) call shall also be available to the OHSC and such calls shall be routed to a designated after-hours support contact number.
- **Email Support**- the service provider shall avail a dedicated email address to which support requests will be directed. Email support shall be accessible to the OHSC between 08:00 hours – 17:00 hours during working days; and emails made outside of the office hours shall be attended the same day or latest the following day.
- **Online Services Portal** – the service provider shall provide an online services portal, which will be used to log support request as well as to monitor the status of the logged support requests. The online portal shall be available 24 hours a day and 7 days a week: and the online portal may be off-line only during maintenance windows, which shall not be during the 08:00 hours – 17:00 hours working days.
- **On-site Support** – the service provider shall provide on-site support services for support request that require on-site support. On-site support shall be provided to the OHSC at its office and shall be accessible to the OHSC between 08:00 hours – 17:00 hours during working days. After-hours on-site support services must be available for critical and urgent support requests as well as for maintenance activities that cannot be carried out during office hours to avoid unnecessary service disruptions. The service provider needs to cater for additional after-hour support.

5.15 PERFORMANCE MEASUREMENT

The following processes will be used to manage the provision of support services within the service contract:

5.15.1 Ongoing Request Monitoring – request monitoring will be carried out as follows:

- The bidder will be expected to undertake regular monitoring of service requests to ensure that these are carried out in accordance with set SLA targets.
- The OHSC ICT unit will also continuously monitor logged requests, flag-up requests of high criticality for speedy resolution and escalate worrisome requests that are likely to or have exceeded their service targets.

5.15.2 Quarterly SLA Reports – the service provider shall be expected to provide quarterly SLA reports.

5.15.3 Monthly operational meetings – monthly operational SLA meetings will be conducted to review service performance.

5.16 COMPLIANCE WITH OHSC REQUIREMENTS

The service provider shall provide the following:

5.16.1 The bidder must possess in-depth knowledge of South African public health service policies, including a comprehensive understanding of the relevant regulations, guidelines, and frameworks that govern health establishments compliance with health standards.

5.16.2 The bidder must demonstrate a minimum of 5 years' experience with a proven track record of successful development and implementation of information management systems designed explicitly for standards/ programme compliance and functionality assessment systems within the health sector.

5.16.3 The bidder must demonstrate a proven track record and expertise in statistical capabilities for hierarchical data analysis. This includes proficiency in various statistical methods, such as multilevel modelling, parametric statistical methods (e.g., univariate, and bivariate analysis), one- and two-sample tests on means and proportions, simple and multiple linear regression analysis, categorical data analysis, analysis of variance, and binary logistic regression analysis.

5.16.4 The bidder's resources must have technical expertise and experience in the following technologies:

- I. Project Manager
- II. System Analysis
- III. Senior PHP/Java programming: (Full stack developer experienced in CodeIgniter, Ionic, Angular, Node.js, and Cordova)
- IV. Database Administrator RDMS – MySQL
- V. Angular and Ionic Frontend Developer

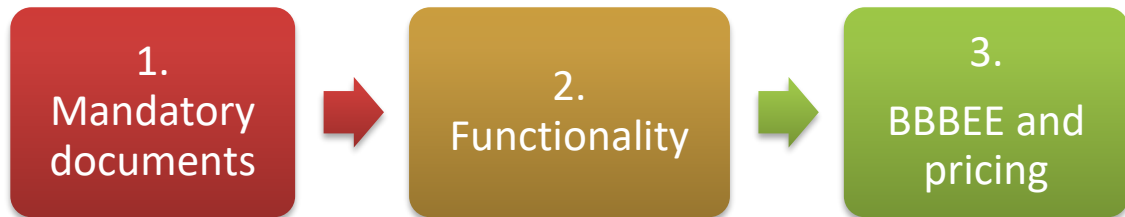
5.17 TIMEFRAME

The duration of this project is for a period of three (3) years.

6. EVALUATION CRITERIA

Bids will be evaluated on an 80/20-point system as outlined in the Preferential Procurement Regulations.

The proposals will be evaluated in three phases:



6.1 PHASE 1: MANDATORY DOCUMENT

NB: Bidders must take note of the following:

- To be completed by the bidders: bidders must indicate whether they comply and attach proof thereof.
- The proof attachments must be referenced as annexures.

Mandatory Requirements		Evidence required for compliance	Comply (Yes or No)
1	The bidder must possess in-depth knowledge of the South African public health sector, including a comprehensive understanding of the relevant regulations, guidelines, and frameworks that govern health establishments' compliance with health standards.	The bidder must demonstrate in their proposal in-depth knowledge of South African public health sector, including a comprehensive understanding of the relevant regulations, guidelines, and frameworks that govern health establishments' compliance with health standards.	
2	Relevant Experience The bidder must demonstrate a minimum of 5 years' experience with a proven track record of successful development and implementation of information management systems specifically designed for standards/ programme compliance and functionality assessment systems within the health sector.	The bidder must provide a minimum of three (3) reference letters of affirmation from other organizations within the health sector to whom the service(s) were delivered within the last seven years.	
3	The bidder must demonstrate a proven track record, expertise in statistical capabilities for hierarchical data analysis. This includes proficiency in various statistical methods, such as multilevel modelling, parametric statistical methods (e.g., univariate, and bivariate analysis), one- and two-sample tests on means and proportions, simple and multiple linear regression analysis, categorical data analysis, analysis of variance, and binary logistic regression analysis	The bidder must provide a minimum of three (3) references demonstrating in-depth relevant experience in statistical services and studies within the last 7 years.	
4	The bidders must have resource and technical expertise and experience in the following technologies: <ul style="list-style-type: none"> • Project Manager • System Analysis • Senior PHP/Java programming: (Full stack developer experienced CodeIgniter, Ionic, Angular, Node.js, and Cordova) • Database Administrator RDMS – MySQL • Angular and Ionic Frontend Developer 	The bidder must provide a portfolio of past projects where they have utilised resources and used the following technologies: <ul style="list-style-type: none"> • Project Manager • System Analysis • Senior PHP/Java programming: (Full stack developer experienced CodeIgniter, Ionic, Angular, Node.js, and Cordova) • Database Administrator RDMS – MySQL • Angular and Ionic Frontend Developer 	

NB: Failure to meet mandatory requirements will lead to disqualification.

6.2 PHASE 2: FUNCTIONALITY

An assessment of functionality will be based on the evaluation criteria noted in the table below. Each of the evaluation criteria in the table will carry a weighting as indicated, and the service provider will be required to score a minimum of 85 points (out of the 100 points). Bidders who score less than 85 points out of 100 points (85% threshold) will not be considered for the final phase and will thus be eliminated.

NO	QUALIFYING CRITERIA FOR SELECTING SERVICE PROVIDER	WEIGHT
6.2.1	Comprehensive Understanding and in-depth knowledge of the Healthcare System Development	
	The bidder must possess in-depth knowledge of the South African public health sector, including a comprehensive understanding of the relevant regulations, guidelines, and frameworks that govern health establishments' compliance with health standards. The bidder must indicate in a detailed proposal their experience and knowledge of Healthcare System Development.	
	Company meets all requirements = 15 points Company does not meet all requirements = 0 points	15
6.2.2	Relevant Experience	
	The bidder must provide a minimum of three (3) reference letters of affirmation from other organisations within the health sector to whom the service(s) were delivered within the last 7 years. Bidders must ensure that Annexure A is completed as part of the submission.	
	Company that provides 3 or more contactable references = 10 points Company that provided less than 3 contactable references = 0 points	10
6.2.3	Technical Skills	
	The bidder's resources must have technical expertise and experience in the following technologies: 6.3.1 Project Manager & System Analyst 6.3.2. Language: PHP 8.x, Frameworks: 6.3.3 CodeIgniter, Ionic, Angular, Node.js, Cordova and 6.3.4 Database: MySQL Bidders must provide a technical matrix with CVs for all resources deployed on project.	
	Company meets 4 out of the 4 requirements = 20 points Company meets 3 out the 4 requirements = 15 points Company meets 2 out the 4 requirements = 10 points Company meets 1 out the 4 requirements = 5 points Company does not meet requirements = 0 points	20
6.2.4	Portfolio of Evidence based on project successfully completed in Healthcare System Development	
	The bidder must have expertise and proven experience in the following technologies: Language:	

NO	QUALIFYING CRITERIA FOR SELECTING SERVICE PROVIDER	WEIGHT
	<p>PHP 8.x, Frameworks: CodeIgniter, Ionic, Angular, Node.js, and Cordova and Database: MySQL</p> <p>The bidder must provide a portfolio of past projects where they have utilised. PHP 8.x, CodeIgniter, Ionic, Angular, Node.js, and Cordova to deliver healthcare system project for clients.</p>	
	<p>Company meets all requirements = 10 points</p> <p>Company does not meet all requirements = 0 points</p>	10
6.2.5	<p>Ability to deliver scope of work.</p> <p>The bidder must have a clear understanding of the Terms of Reference and be capable of delivering the following requirements for the OHSC as per section 5 of the terms of reference</p>	
	<p>6.6.1 Support and maintain existing information system.</p> <p>Company meets all requirements in TOR = 10 points</p> <p>Company does not meet requirements = 0 points</p>	10
	<p>6.6.2 Enhancement/ modification:</p> <p>Company meets all requirements in tor = 10 points</p> <p>Company does not meet requirements = 0 points</p>	10
	<p>6.6.3 New Developments</p> <p>Company meets all requirements in tor = 10 points</p> <p>Company does not meet requirements = 0 points</p>	10
6.2.6	Project Plan	
	The bidder must provide a detailed project plan based on scope of work detailed under section 5 of this RFP/TOR.	
	<p>Project plan indicates activities and timeframes of how the work under the scope of work (section 5) will be delivered,</p> <p>Project plan meets requirements = 10 points</p> <p>Project plan partially meets requirements = 5 points</p> <p>No project plan = 0 points</p>	10
6.2.7	Skill transfer & training	
	The bidder must provide detailed skills development plan based on section 5.8 in the terms of reference.	5
	<p>Company meets all requirements in tor = 5 points</p> <p>Company does not meet requirements = 0 points</p>	
	Total	100

6.3 PHASE 3: Price and PPPFA Calculations

If 85 points/percent or more is attained in phase 2, the evaluation would be for Price in terms of the **80/20-preference point system**, where **80 points will be for Price** and **20 points will be for B-BBEE status**. The contract would be awarded to the service provider scoring the highest score.

The points scored in respect of B-BBEE contribution (i.e., HDI status) will be added to the points scored for price.

The following formula will be used to calculate the points for **Price**:

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

Where:

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

P_t = Comparative price of bid or offer under consideration.

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

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

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

Bidders must submit original and valid B-BBEE status level verification certificates or certified copies thereof, issued by accredited Verification Agencies by SANAS or a sworn affidavit as prescribed by the B-BBEE Codes of Good Practice together with their bids to substantiate their B-BBEE claims. The Exempted Micro Enterprise must submit a sworn affidavit on the template as issued by DTI.

6.4. PRICING.

- 6.4.1. The bidder must provide a pricing schedule linked to all the proposed tasks to be undertaken, together with any other costs.
- 6.4.2 The bidder must clearly indicate the total cost inclusive of VAT for the project.
- 6.4.3 All pricing must be quoted in South African Rand (ZAR), including VAT.
- 6.4.4 The OHSC reserves the right not to award the tender to the lowest price.
- 6.4.5. The pricing should list all costs, software licensing, fees, and taxes associated with the project, and must remain valid for a period of 90 (ninety) days after the closing date of the tender submission.

7. CONDITIONS OF TENDER

- 7.1 The OHSC reserve the right not to award the tender.
- 7.2 The OHSC may request clarity of further information regarding any aspect of the bid. The service provider should supply the requested information within forty-eight (48) hours after the request has been made.
- 7.3 The OHSC reserves the right to conduct a security background check or screening of the service provider.
- 7.4 The OHSC reserves the right to conduct mandatory site inspections on the service provider.
- 7.5 Any conditions imposed by the service provider that is restrictive or contrary to any part of these Terms of Reference will automatically disqualify the service provider.
- 7.6 The service provider will be held liable for any damage or loss suffered by the entity, because of the service provider's own or his/her employees' negligence or intent, which originated at the site.
- 7.7 The service provider will have to pay damages or replace any stolen item damaged or stolen due to the negligence or intent of the service provider's own employees.
- 7.8 The service provider must, at his/her own expense, take out sufficient insurance against any claims, cost, loss, and/or damage ensuing from his/her obligations and shall ensure that such insurance remains operative for the duration of this agreement.
- 7.9 A copy of such insurance contract must be handed to the OHSC Representative on commencement of the service. Evidence that such insurance premiums have indeed been paid or is being sought must be furnished on request.
- 7.10 The OHSC does not bind itself to accept the lowest quote.
- 7.11 The OHSC reserves the right to invite bidders for presentation at the bidders' own cost and perform site visits to shortlisted bidders before the award of the bid, as part of the evaluation process.
- 7.12 Any shortcomings in this specification must be identified by the service provider prior to the awarding of the bid and raised with the OHSC for rectification and agreement.

- 7.13 Any shortcomings identified by the service provider after the bid has been awarded and that would have had an impact on the bid price will be for the account of the service provider.
- 7.14. The winning service provider must be willing to sign a service-level agreement with the OHSC.
- 7.15. Due to the nature and scope of work for the services to be delivered under this RFP, the bidder shall not have the option to sub-contract any of the work under this RFP.
- 7.16 The bidder should confirm unconditional acceptance of full responsibility for executing the "Scope of Work" and compliance with the terms and conditions of the RFP in its entirety.
- 7.17 The OHSC reserves the right to Extend the closing date. The OHSC reserves the right to appoint one or more service providers separately or jointly (whether or not they submitted a joint proposal).
- 7.18 The OHSC reserves the right to award this RFP as a whole or in part.
- 7.19 The OHSC reserves the right to cancel or withdraw this RFP as a whole or in part.

8. CONTRACT PERFORMANCE

- 8.1 Preferred Service provider will enter a contract with the OHSC, which with a format, terms, and conditions set by the OHSC.
- 8.2 The performance of the Service Provider shall be reviewed quarterly during the period of the signed Service Level Agreement.
- 8.3 If it is found that the information provided is false, including the breach of the General Condition of the Contract, The OHSC reserves the right to terminate this contract with immediate effect.

9. FORMAT AND SUBMISSION OF THE PROPOSAL

- 9.1 All the official forms (SBD) must be completed and signed in all respects by bidders. failure to comply will invalidate a bid.
- 9.2 Bidders are requested to submit one (1) original plus and one (1) copy USB drive.
- 9.3 This is a two-stage bidding process in which proposals submitted must include technical and price, submitted in separate envelopes. For this purpose, the service provider must provide in respect of:
- 9.4 Clearly marked.
- a. Technical, **one (1) original plus** and one (1) copy USB drive.
 - b. **Clearly marked price bid sheet, (TO BE SUBMITTED SEPARATELY)** one (1) original should include the name of the service provider and certification that the person signing the proposal entitled to represent the service provider empowered to submit the bid and authorized to sign a contract with the OHSC.

9.5 For ease of reference, bids should be packaged in the following format:

- a. Annexure A - Signed Tender Document and Completed SBD Forms
- b. Annexure B (1-4) - Mandatory Documents
- c. Annexure C - Functionality Response
- d. Annexure D - Company Profile
- e. Annexure E - Any other supporting document
- f. Annexure F – schedule of bidder’s experience and contactable references
- g. Annexure G – Pricing template
- h. Annexure H – Resources to be deployed on the project.

10. COMPULSORY INFORMATION SESSION & ENQUIRIES

10.1 A compulsory information (briefing) session will be held on 16 October 2023, OHSC Boardroom at 11h00, at 79 Steve Biko Road, Arcadia, Pretoria.

10.2 The Tender briefing session will be held as per page one of this document and other enquiries must be made in writing to the following:

10.3 Failure to attend the compulsory information (briefing) session will result in disqualification.

Supply Chain Management / Admin	Technical
Mrs. P Kgwele at (012) 942 7812 or pkgwele@ohsc.org.za .	Mr. Jay Tulsee jtulsee@ohsc.org.za

NB: All tender enquires must be in writing.

11. CLOSING DATE

11.1 Proposals must be submitted on or before 27 October 2023 at the OHSC Offices Reception, 79 Steve Biko Road, Arcadia, Pretoria.

11.2 No faxed or emailed tender document will be considered.

11.3 Bidders are therefore strongly advised to ensure that bids be dispatched allowing enough time for any unforeseen events that may delay the timeous delivery of the bid.

11.4 A submission will be considered late if it arrives a second after 11H00 am. The bid box shall be locked at exactly 11H00 am, and any bid thereafter will not be accepted.

ANNEXURE A - SCHEDULE OF BIDDER'S EXPERIENCE AND CONTACTABLE REFERENCES

Company Name	Contact person, email, and Telephone Number	Description of services delivered	Value of the services delivered (Inclusive of Vat)	Duration of services delivered to client

ANNEXURE B - PRICING SCHEDULE TEMPLATE

YEAR	PRICE	TOTAL COST (INCL VAT)
Year 1	Support & Maintenance, Enhancement /Modifications, and new development for Information Systems	
Year 2	Support & Maintenance, Enhancement /Modifications, and new development for Information Systems	
Year 3	Support & Maintenance, Enhancement /Modifications, and new development for Information Systems	
Total cost for three (3) years including VAT.		

NB!!! Bidders need to ensure that section (5) Scope of Work of the RFP must be included in the pricing over a three-year period.

ANNEXURE C: RESOURCES TO BE DEPLOYED ON PROJECT.

List of resources to be deployed on project and cost per hour.

No	Description of Skill	Hourly Rate (Rands)
1	Project Manager	
2	System Analysis	
3	Senior PHP/Java programming (Full stack developer experienced CodeIgniter, Ionic, Angular, Node.js, and Cordova	
4	Database Administrator RDMS – MySQL	
5	Angular and Ionic Frontend Developer	