



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

BID NO
OHSC/07/JAN/2016

**APPOINTMENT OF PROFESSIONAL
SERVICE PROVIDER TO PROVIDE
COMPLAINTS CALL SYSTEM TO
THE OFFICE OF HEALTH STANDARDS
COMPLIANCE (OHSC) FOR THE
PERIOD OF THREE YEARS .**

CLOSING DATE
29 FEBRUARY 2016

CLOSING TIME
11:00 AM

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**SBD 1
INVITATION TO BID**

1 YOU ARE HEREBY INVITED TO TENDER FOR THE APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE COMPLAINTS CALL CENTRE SYSTEM FOR OHSC FOR THE PERIOD OF THREE YEARS

BID NO: **OHSC/07/JAN/2016**

CLOSING DATE: **29 FEBRUARY 2016**
CLOSING TIME: **11:00**

DESCRIPTION.....

BID DOCUMENTS MAY BE POSTED TO:
The Head: Supply chain manager - CFO
Office of Health Standard Compliance,
1 Soutpansberg Road
Cnr. Theodore Hove Ave, Arcardia
PRETORIA
0001

OR

Hand delivered to the same above address

Bidders should ensure that bids are delivered timorously to the correct address. If the bid is late, it will not be accepted for consideration.

The offices are generally open 08h00 am to 16h00on a normal working days Monday - Friday

2 ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS – (NOT TO BE RE-TYPED)

THIS BID IS SUBJECT TO THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT

2.1 THE FOLLOWING PARTICULARS MUST BE FURNISHED

2.2 (FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED)

NAME OF BIDDER

POSTAL ADDRESS
.....

STREET ADDRESS
.....

TELEPHONE NUMBER CODE.....NUMBER.....

2.2.1 CELLPHONE NUMBER
.....

FACSIMILE NUMBER.....

NUMBER.....

VAT REGISTRATION NUMBER

.....
HAS A TAX CLEARANCE CERTIFICATE BEEN SUBMITTED (SBD 2)?
YES/NO

2.2.1.1 ARE YOU THE ACCREDITED REPRESENTATIVE

IN SOUTH AFRICA FOR THE GOODS/SERVICES OFFERED BY YOU? YES/NO
(IF YES ENCLOSE PROOF)

SIGNATURE OF BIDDER

DATE.....

CAPACITY UNDER WHICH THIS BID IS SIGNED

TOTAL BID PRICE.....

STANDARD BID DOCUMENTATION

**SECTION A
INVITATION TO BID**

PLEASE NOTE

THIS BID CLOSING AT : **11:00 AM**
CLOSING DATE : **29 February 2016**
BID NO. : **OHSC/07/JAN/2016**
DESCRIPTION : **APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE COMPLAINTS CALL CENTRE SYSTEM TO THE OFFICE OF HEALTH STANDARDS COMPLIANCE (OHSC) FOR THE PERIOD OF THREE YEARS.**

CONTRACT PERIOD : **120 Months**
VALIDITY PERIOD : **480 DAYS**
NAME OF BIDDER : _____

DOCUMENTS SHALL BE ADDRESSED TO:

ENTITY: **OFFICE OF HEALTH STANDARD COMPLIANCE**
MS/ Mr: **P. KGWELE/ M.MAKHUYELE**
TELEPHONE NO.: **012 339 8690/8684**
TECHNICAL ENQUIRIES TO BE MADE TO: **P. KGWELE / M.MAKHUYELE**
TELEPHONE NO: **012 339 8690/ 8684**

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 visa 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.

SECTION C

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

- the bidder is employed by the state; and/or
- the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

2.1 Full Name of bidder or his or her representative:

2.2 Identity Number:

2.3 Position occupied in the Company (director, trustee, shareholder²):

2.4 Company Registration Number:

2.5 Tax Reference Number:

2.6 VAT Registration Number:

2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 3 below.

¹“State” means –

- (a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

²“Shareholder” means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

2.7 Are you or any person connected with the bidder presently employed by the state? **YES / NO**

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member:

Name of state institution at which you or the person connected to the bidder is employed :

Position occupied in the state institution:

Any other particulars:
.....
.....
.....

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? **YES / NO**

2.7.2.1 If yes, did you attached proof of such authority to the bid document? **YES / NO**

(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.

2.7.2.2 If no, furnish reasons for non-submission of such proof:
.....
.....
.....

2.8 Did you or your spouse, or any of the company's directors/ trustees / shareholders/ members or their spouses conduct business with the state in the previous twelve months? **YES / NO**

2.8.1 If so, furnish particulars:
.....
.....
.....

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

2.9.1 If so, furnish particulars.
.....
.....
.....

2.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication **YES/NO**

of this bid?

2.10.1 If so, furnish particulars.

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

2.11 Do you or any of the directors / trustees /shareholders / members **YES/NO** of the company have any interest in any other related companies whether or not they are bidding for this contract?

2.11.1 If so, furnish particulars:

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

3 Full details of directors / trustees / members / shareholders.

Full Name	Identity Number	Personal Reference Number	Tax Number	State Number / Employee Pearsal Number

4 DECLARATION

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

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF

PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION
PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

May 2011

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 Tax Clearance Tender Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.
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/07/JAN/2016

SERVICE: APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE COMPLAINTS CALL CENTRE SYSTEM TO THE OFFICE OF HEALTH STANDARDS COMPLIANCE (OHSC) FOR THE PERIOD OF THREE YEARS.

THIS IS TO CERTIFY THAT (NAME)

ON BEHALF OF

ATTENDED THE BRIEFING SESSION ON: **February 17 @ 10:00 am at Office of Health Standard Compliance, 1 Soutpansberg Road, Cnr. Theodore Hove Ave, Arcardia, PRETORIA 0001**

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 *domiciliumcitandi 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 The original Tax Clearance Certificate(s) (and not a copy thereof) must be submitted together with the bid document.
- 2.2.7 Each party to a Consortium/Group of sub-contractors must obtain separate Tax Clearance Certificate(s) and also be registered on the Suppliers Database.
- 2.2.8 A valid B-BBEE Status Level Verification Certificate must be submitted with the proposal.

NOTE: Failure to submit the required information will invalidate the entire proposal.

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
1 Soutpansberg Road
Cnr. Theodore Hove Ave, Arcardia
PRETORIA
0001

ENQUIRIES: Ms P. KGWELE/ Mr M.Makhuvele **TEL.: 012 339 8690/ 8684**

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 biddocument.

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 **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 90/10 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 *domicilliumcitandi 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
1 Soutpansberg Road
Theodore Hove Ave, Arcardia
PRETORIA
0001

- 2. Postal Address for correspondence

Same as above

- 3. The Contractor shall provide the following:

Street address as his *domicilliumcitandi 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 any thing 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 Entities 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.

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

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2011

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, 2011.

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 R1 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R1 000 000 (all applicable taxes included).

1.2 The value of this bid is estimated to exceed R1 000 000 (all applicable taxes included) and therefore the **90/10 system** shall be applicable.

1.3 Preference points for this bid shall be awarded for:

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

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

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

1.4 Failure on the part of a bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or a Registered Auditor approved by

the Independent Regulatory Board of Auditors (IRBA) or an Accounting Officer as contemplated in the Close Corporation Act (CCA) together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

- 1.5. 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

- 2.1.1 “**all applicable taxes**” includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- 2.2 “**B-BBEE**” means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- 2.3 “**B-BBEE status level of contributor**” means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 2.4 “**bid**” means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- 2.5 “**Broad-Based Black Economic Empowerment Act**” means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 2.6 “**comparative price**” means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- 2.7 “**consortium or joint venture**” 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;
- 2.8 “**contract**” means the agreement that results from the acceptance of a bid by an organ of state;
- 2.9 “**EME**” means any enterprise with an annual total revenue of R5 million or less .
- 2.10 “**Firm price**” means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 2.11 “**functionality**” means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- 2.12 “**non-firm prices**” means all prices other than “firm” prices;
- 2.13 “**person**” includes a juristic person;
- 2.14 “**rand value**” means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- 2.15 “**sub-contract**” means the primary contractor’s assigning, leasing, making out work to, or employing, another person to

support such primary contractor in the execution of part of a project in terms of the contract;

- 2.16 “total revenue” bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;
- 2.17 “trust” means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 2.18 “trustee” means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. ADJUDICATION USING A POINT SYSTEM

- 3.1 The bidder obtaining the highest number of total points will be awarded the contract.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts;
- 3.3 Points scored must be rounded off to the nearest 2 decimal places.
- 3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.
- 3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

4. POINTS AWARDED FOR PRICE

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

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

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

Where

- P_s = Points scored for comparative price of bid under consideration
- P_t = Comparative price of bid under consideration
- P_{\min} = Comparative price of lowest acceptable bid

5. Points awarded for B-BBEE Status Level of Contribution

- 5.1 In terms of Regulation 5 (2) and 6 (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)
1	10
2	9
3	8
4	5
5	4
6	3
7	2
8	1
Non-compliant contributor	0

- 5.2 Bidders who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates.
- 5.3 Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 5.4 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 5.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 5.6 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 5.7 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that

such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.

5.8 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

6. BID DECLARATION

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

7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.3.1.2 AND 5.1

7.1 B-BBEE Status Level of Contribution: =(maximum of 10. points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or an Accounting Officer as contemplated in the CCA).

8 SUB-CONTRACTING

8.1 Will any portion of the contract be sub-contracted? YES / NO(delete which is not applicable)

8.1.1 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? YES / NO (delete which is not applicable)

9 DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of company/firm :

9.2 VAT registration number :

9.3 Company registration number

:

9.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....
.....

9.6 COMPANY CLASSIFICATION

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

9.7 Total number of years the company/firm has been in business?

9.8 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 contribution indicated in paragraph 7 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 paragraph 7, 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 contribution 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) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, 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.

.....
SIGNATURE(S) OF BIDDER(S)

2.

DATE:

ADDRESS:.....

.....

.....

3 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:

I certify, on behalf of: _____ 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

Js914w 2



TERMS OF REFERENCE

APPOINTMENT OF A
SERVICE PROVIDER TO
PROVIDE COMPLAINTS
CALL CENTRE SYSTEM FOR
OHSC FOR THE PERIOD OF
THREE YEARS

System Requirements for the Office of Health Standards Compliance Complaints Call Centre

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3.1 List of Abbreviations

OHSC	Office of Healthcare Standards Compliance
MRC	Medical Research Council
IT	Information Technology
ITC	Information Technology and Communication
NCS	National Core Standards
BI	Business Intelligence
DHIS	District health Information System
KMS	Knowledge Management System
RDBMS	Relational Database Management System
SLA's	Service level Agreements
SITA	State Information Technology Agency
DMS	Document Management System

4 Purpose

The Office of Health Standards Compliance (OHSC) seeks services from an accredited service provider that would establish a Complaints Call Centre for the Complaints Management Unit with required equipment.

4.1 Background.

The OHSC is a new health sector regulator established in terms of the National Health Amendment Act, Act 12 of 2013. The purpose of the OHSC is “to protect and promote the health and safety of users of health services by:

- a) Monitoring compliance by health establishments with norms and standards prescribed by the Minister in relation to the national health system; and
- b) Ensuring consideration, investigation, and disposal of complaints related to non-compliance with prescribed norms and standards in a procedurally fair, economical and expeditious manner. (Chapter 10, National Health Amendment Act).

The OHSC is a public entity governed by a Board appointed by the Minister of Health in 2014 and the Office has an acting CEO.

It has become imperative to provide citizens with a Call Centre service to support the OHSC's complaints management unit operations to receive, route and resolve inquiries and complaints relating to breaches in norms and standards by health establishments.

Essentially, the line-of-business unit will operate as follows:

1. The **Complaints Investigation Unit** will operate a call centre, and will then track complaints through various stages of resolution or escalation. It is anticipated that the needs can be fulfilled by commercial complaints management software, with a robust workflow engine, which can be suitably customized to meet some stringent

requirements. It is envisaged that the system will be web-based and accessible from remote locations. Some services to the public will be delivered via a portal.

This functions has been supported by interim systems, which have some inherent limitations. This tender seeks to procure suitable systems for the Complaints Management unit.

4.1.1 Scope

The successful bidder will be required to:

- Provide the Office with a formal quotation for Complaints Call Centre Service to the requirements of the OHSC to provide citizens with a Complaints Call Centre Service to receive, route and resolve inquiries and complaints relating to breaches in norms and standards by health establishments.
- Submit potential risks associated with the system and mitigation thereof
- Attach previous experience on similar project and referees
- The general requirements are as follows:
 - web-based system
 - Initially operating hours of service; 08:00 – 17:00 on normal days (Monday to Friday, excluding weekends and public holidays, with possibility to extend services to 24 hours a day for seven days.
 - Establish a toll free number
 - Receive queries, requests, complaints and compliments from citizens via telephone, email and fax;
 - Logging of calls into a web-based call logging system for statistical purposes;
 - Monitoring and provisions of high availability levels of servers and applications to enable service provision;
 - Call routing possibilities for personnel within OHSC via the call logging system
 - System to provide daily, weekly , monthly, quarterly and annual statistics;
 - Customer complaints satisfaction feedback surveys;
 - Continuous review of the system based on service trends
 - Align service to international best practice, international quality standards and to governance.
 - The software solution must incorporate the following capabilities:
 - Compliance management
 - Multi-password access and signature with forced expiry: maintain highest level of security for the system; login and approval password
 - Account and intruder lockout: automatic lock of the user after certain number of unauthorised login attempts.
 - Signature manifestation of the document: signature of user should be automatically appended to the documents accessed. Manifestation should include name, date and time.

- Change control rationale: changes made to the document should be tracked. Each time a change is made the user must enter a reason for the change.
- Document management
 - document lifecycle management: documents managed through their lifecycle status of draft, release and archive):
 - Audit trail history: a secure, time and date-stamped audit trail of all changes made to any record should be maintained and accessible to authorised users.
 - centralised, secured repository: documents to be securely stored to ensure only authorised access and protection against disaster
 - Document cross-linking: allow document linking to provide users the relevant information needed to deal with the complaint
- Revision control
 - Ensure control of all document versions/revisions: present current released document, while simultaneously managing collaborative changes that will result in new revision.
 - Automate document routing, approval and escalations: document routing and approval to be automated to notify all approvers or collaborators in the authorisation chain.
 - Real-time, repeatable calendar and email notification: customised email notification should be provided to alert users in a route to take action of their specific tasks. Managers would be notified when tasks are completed to proactively monitor progress of complaints.
 - automatic distribution upon approval: after completion of approval cycles, final report should be automatically distributed to key managers and health establishment
- Ability to port (import and export) data

4.1.2 Evaluation Criteria

Bids will be evaluated on functionality according to the following criteria:

Evaluation criteria	Score
Previous experience with similar project with referees	10
Potential risks associated with the system and mitigation thereof	10
Item requirements	20
Software solution incorporate	15

compliance management, document management and revision control	
Implementation	20
Training	10
Warrantees	10
Pro forma SLA	5
TOTAL	100

4.1.3 Instructions for Response to Requirements

Please indicate whether or not the proposed solution complies, item by item within the table, by placing a **Y** in the **Comply** column, or leaving a blank in case of non-compliance. After each table, there is a space marked **Response**. In this space, with reference to each item, the tenderer must describe in adequate but concise detail, how each functional requirement is met by the proposed system.

Stick to the point. Avoid repetition and “cut and paste” boilerplate. If the answer to a specific question has already been addressed elsewhere, please reference the earlier answer – do not cut and paste the previous answer. Unnecessary detail, marketing puffery and unsubstantiated vague claims will detract from the general impression of the proposal.

4.2 The following sections contain detailed specifications for software related to specific Business Unit needs.

The level of detail is sufficient to permit accurate costing and estimation of development effort. The expected date of official commencement of operations is 1st June 2016. It is anticipated that the systems will be taken live in a sequenced manner.

4.2.1 Functional Specifications: Complaints Investigation (Ombud) Function

4.2.1.1 Narrative of desired functionality

This Unit currently operates on an Excel database developed in-house. There is no call center or workflow functionality, but the input fields have been well-defined.

- An applicable general principle will be to maintain a complete audit trail of all interactions between members of the public, and the Office. Please indicate how this is achieved in your proposed solution.
- Therefore, the system must maintain a complete record of all actions, communication and evidence.
- Where the evidence is stored on an external system (i.e. a separate document management system), there must be a sufficient level of integration to permit access to the document images from within the system, without executing manual searches or queries. Specifically explain how this will work.
- Confirm that this part of the solution complies with the security standards in the General Requirements section.

- The system should provide a point of convergence, such that while a complainant can choose the channel through which to lodge a complaint, the contact agents will see all the complaints in one place.
- Ideally, the system should provide a self-help facility for members of the public requiring information only (Frequently Asked Questions). This facility would be linked to the OHSC portal.
- The portal link should also allow a member of the public to lodge a complaint on-line.

N.B. Should this software be a bespoke development, please note that it is an express condition that the IP and the source code and documentation will become the property of the OHSC at system handover.

Should the software be existing commercially, the Licensor must enter into an Escrow agreement with the Licensee, with at least the following release triggers:

- Should the Licensor cease to trade in South Africa;**
- Should the Licensor (or an entity which acquires the Licensor) cease to support the software in South Africa;**
- Should the Licensor be the target of a merger or acquisition, resulting in terms and conditions or pricing, which differ from the original support agreement.**
- Should the Licensor fail to honour its obligations in terms of the support agreement, in spite of written reminders and a reasonable time to rectify errors;**
- Should the Licensor abandon the existing platform in favour of another, at a time when it does not suit the Licensee to make a similar change?**

Stage 1. Complaint Registration

All initial complaints will be logged on the system. It is envisaged that complaints will be received via a variety of media: written (mail, fax, hand-delivery), telephonic, text messaging, e-mail, social media, physical visits, self-service kiosks). It is envisaged that practically all complaints will be routed through a contact centre, where agents will capture the details, and probably also capture/transfer complaints received via other media (fax, mail, etc). Some of the complaint capturing may be decentralized to Government One-Stop Service Centres. All hard-copy complaints will be routed to the contact centre (or other capturing location) after registration and immediate capture onto a document management system, in a mail registry office. The original hard copies will be archived according to the document management process.

Typically some additional information-gathering will be required, particularly in the case of written complaints. A contact centre agent would contact the complainant and elicit the additional details. Additional data collection may happen before or after a decision is made to accept or reject the complaint.

First-pass triage

At the time of complaint capture, there may be reasons to reject or re-direct the complaint (e.g. if there has not been an attempt to have the complaint addressed at site of origin). In this case, the complainant must be informed, and a record kept of such feedback, before closing the case.

In many cases, the contact centre agent will be able to deal with the case, by providing appropriate information, or by directing the complainant to an appropriate resource. The case can then be closed.

If the contact centre agent cannot deal with a case that warrants investigation, he/she can refer the case to an assessor, either as a routine case, or as an urgent case. The urgent cases will be escalated telephonically in most cases. The majority of cases will follow the routine pathway.

Stage 2. Routine Complaint Assessment and Triage

Once the complaint has been accepted and referred, the complaint would then appear on a list of complaints pending triage, which will be a manual process carried out by an assessor. The assessor may refer to an investigator for advice. The complaint would be classified according to a pre-defined list, and assigned a risk rating (in terms of likelihood and severity/ impact).

Cases escalated telephonically must also appear on the list, of pending cases, as further documentation is required.

Second-pass triage

Telephonically escalated cases will probably also be dealt with telephonically by the assessor, but the assessor may in turn telephonically escalate to an investigator to urgently take over the case.

The assessor may decide to reject or refer a routine case. If the assessor decides to handle the case directly, the next step will be to request additional information or documentation. In some cases, a telephonic request will suffice, but in many cases a written request may be necessary, in which case the assessor will send a request for relevant documentation to the institution involved. Given the propensity for communication to go astray, it is necessary to record an acknowledgement of the request, as well as set a return date for receipt of the documentation. The documentation, if non-electronic, will be entered into the document management system on receipt.

After perusing the documentation supplied, the assessor will either decide to reject the complaint, and supply reasons for the decision, or investigate the matter further and drive to a resolution. If the complexity of the case is beyond the scope of practice of the assessor, the assessor will hand over the case to an investigator.

Essentially, this involves selecting an investigator from a list of resources. Since the resources will be limited compared to the demand, it is essential that an efficient system be in place to identify and assign available resources (i.e. an integrated scheduling or calendaring system).

To minimize administrative load, the system should offer the possibility of automating associated requests, such as travel bookings, car hire, accommodation, meeting invitations and confirmations, etc. Given the nature of the investigative process, the resource scheduling may happen in iterative fashion.

Stage 3. Investigation

The investigator, who will be responsible for the final report, will peruse exiting documentation on the case. He/she may choose to co-opt additional specialist resources, also listed on the resource scheduling system. In a small proportion of cases, the investigator may choose to escalate the matter directly to the Ombud.

Investigative process

The investigator will, at the outset, establish milestones for the process, for tracking and reporting purposes.

After perusing the documentation, the panel will decide on further investigative measures. The system should be able to provide standardized (but customizable) automated feedback to the complainant, to keep the complainant informed of progress.

At the end of the further activities, the panel will formulate an initial report, which will be sent to the affected facility for comment. Automated progress feedback will be sent to the complainant (not the contents of the report).

Stage 5. Closure

Once a final report has been agreed, there has to be feedback of the contents to the complainant, together with a record of the complainant’s satisfaction regarding the process and the outcome.

A final categorization of the complaint and the outcome will be captured on the system, permitting root-cause and trend analyses. A final risk assessment will also be performed, for use in internal quality improvement.

For completeness, the system should allow capture of any restorative actions undertaken, before final case closure.

Stage 6: Review

The Ombud will from time to time select cases for review. The Ombud will have access to all the documentation pertaining to a case. The Ombud may confirm the findings, or will have the facility to refer the case back for re-investigation, at whichever level the Ombud deems appropriate.

Table 1. Itemised requirements.

Reference No.	Item description	Comply
1.	The proposed system must have an open-standards database back-end, which must be accessible with standard query tools and B.I. tools.	
2.	The successful tenderer must supply a detailed description of the data structure, such that it will be possible for the Purchaser’s personnel to construct queries and analyses independently of the vendor. In particular, the detail must be adequate to permit the mapping of the data fields to more usable business descriptions within a B.I. tool. This requirement is non-negotiable, and is to be considered a specific deliverable.	
3.	The system must have a complaints capture facility, comprised of one or more screens, which must be algorithm-driven to assist a call centre agent to enter the necessary data completely and correctly.	
4.	System should allow for integration with other systems used in the Office for data sharing (Inspections/EWS/Research/Guidance & Support, etc).	
5.	Alternatively, the system interfaces to a dedicated call Centre system, which has the above characteristics.	
6.	The system must automatically date- and time-stamp any and all entries, as well as record the user.	
7.	The system must have the ability to restrict access to administrator-selectable fields, according to user (or user group).	

Reference No.	Item description	Comply
8.	The system must automatically generate a sequential case number, which will be given to complainant/patient as a reference number for future enquiries. The case number field must be a key field, for data query.	
9.	When complaints are lodged electronically, the system should display the reference number on-screen after the complaint is submitted, and should automatically send this reference number and an acknowledgement to the complainant/patient via sms or e-mail.	
10.	Where a complaint is lodged electronically, the complaint must appear in a common "task list" for the contact centre agents, in order to access the details and process the complaint.	
11.	The system must permit queries by at least the fields defined as search fields	
12.	The system must have the ability to record and store each voice call, associated with a particular case. This is to speed up the process and reduce the need for signed documents and face-to-face meetings, particularly when providing feedback to the complainant, and recording complainant satisfaction.	
13.	The system must have the ability to present the user with a list of follow-up tasks, such as completion of data gathering on incomplete records, providing updates to complainants, and recording complainant satisfaction.	
14.	The system should automatically dial the number for a particular line item selected from the to-do list; alternatively, the system should employ predictive dialing when the agent works through the list sequentially.	
15.	To speed data entry, preference will be given to a keyboard driven interface, where there is no need for mouse action to navigate from field to field, or to select options from drop-down boxes or menus. It should also be possible to set up certain mandatory questions as tick-boxes, for speed of entry. System to allow for cascading	
16.	The interface must at a minimum have the capability to perform data entry validation and some logic functions, e.g. calculating age from date of birth or South African ID number, automatically inserting a preferred form of address based on gender, etc.	
17.	The system must allow for call routing to 2 nd line support	
18.	The data-entry interface must be Web-based, such that it could be accessed from a remote location by an authorized user.	
19.	The system must have the capability of a web-based self-service interface, for members of the public accessing the system via a portal.	
	The interface must at a minimum make provision for:	F.Y.I.
20.	Full identifying, demographic and contact details of the	

Reference No.	Item description	Comply
	complainant, including available identification number and document type.	
21.	Where the complaint is laid by a third party on behalf of the complainant, the system should provide for the capture of all details in respect of the third party, as well as selection of the relationship between third party and the complainant (preferably from a pre-set drop down list or menu), e.g. parent, sibling, child, friend, relative, legal representative, N.G.O., etc.)	
22.	Free-text description of the complaint. This may be the transcription of a verbal or telephonic complaint, or insertion of an electronic complaint (e.g. sms or e-mail). Where a written complaint has been received, the system should permit a linkage to the document's image in the document management system.	
23.	Facility to record whether complaint is accepted/rejected, reason for acceptance or rejection, record of recommendation to complainant.	
24.	The user interface should have the capability to force mandatory completion of selected fields, before the case can be forwarded for assessment.	
25.	The completion of the initial registration and data collection must be marked by a discrete user action to forward the complaint, so that the duration of the first stage can be measured, and delayed complaint handling can be flagged.	
26.	From the screen view, it should be possible to perform an initial categorization of the complaint from a pre-defined list (including the ability to add to existing categories and subcategories for some categories.	
27.	The user selects Likelihood from a presented list. The list contains two columns: Likelihood and Description.	
28.	The user selects severity from a presented list, in a separate field. The list contains two columns: Severity and Description.	
29.	The system calculates a risk rating and displays it, together with the recommended course of action for that rating.	
30.	Both category and rating should be linked to rules-based triggers. E.g. a very high rating could trigger ansms or e-mail, or pass data to an external system.	
31.	Both category and rating should be available for trend and root cause analysis via reports.	
32.	Forwarded complaints should be available on a triage list/report, both on-screen and optionally in printed format.	
33.	In the case of a complaint which is escalated telephonically, there should be a tick-box indicating this condition. If checked, a field should open for recording the name of the person escalated to.	
34.	Once triaged, the complaint should appear on-screen in a	

Reference No.	Item description	Comply
	list of cases pending allocation.	
35.	The assessor should be able to call up the details of the case from within the screen.	
36.	In case the assessor in turn decides to escalate the case telephonically, there should be a tick-box indicating this condition. If checked, a field should open for recording the name of the person escalated to.	
37.	If the assessor deals with an urgent case telephonically, the assessor will be able to skip to item 51 below. If not, the standard process from item 38 onwards, will be followed.	
38.	The system should allow the assessor to direct a request for documentation to the institution involved. The request will be in a standardized format, defined at system setup.	
39.	Standard fields from the complaint record will be automatically populated into the request. The fields will be defined at system setup.	
40.	The institution will be selected via a search, which may refer to an separate database (<i>the master list of facilities and providers</i>) . The database will flag whether the institution (or its CEO) can accept electronic communication. In case it cannot, the request will be directed to a specified printer. In case it can, the request will be sent via e-mail.	
41.	The system will insert a default review date i.e. a date by which the requested documentation should be received. The default interval between current and review date, will be entered at system set-up	
42.	When the documentation is received by whatever means, the assessor will be alerted electronically.	
43.	After perusing the documentation, the assessor may reject the case, and enter reasons for doing so (free text field and also selection from a list)	
44.	The assessor may be in a position to handle the case to its conclusion. The assessor will enter a report and recommendations on the system.	
45.	The assessor will also categorise the complaint	
46.	The assessor will enter the outcome	
47.	The assessor will perform a final risk rating as in items 26 to 29 (for internal quality improvement).	
48.	After these are entered, the system will add a task on the assessor's task list: to contact the complainant to provide feedback on the investigation.	
49.	The assessor will also confirm the complainant's satisfaction (or otherwise). A recording of the conversation will be kept, and associated with the case on the system. The assessor will close the case.	
	If the case is more complex, the assessor will hand off the case to an investigator.	For info only
50.	The assessor should be able to select investigative	

Reference No.	Item description	Comply
	resources from an integrated resource scheduling system .The integrated resource scheduling system should indicate availability of selected personnel. Alternative approaches to this requirement will be considered, provided they are as efficient.	
51.	To minimize administrative load, the system should offer the possibility of automating requests for travel bookings, car hire, accommodation, meeting invitations and confirmations, etc. (the OHSC plans to have in-house capabilities for these services).	
52.	The allocated investigator will be notified electronically of the case awaiting attention.	
53.	In case the investigator has been asked telephonically to intervene in an urgent case, the investigator will record actions (item 59).	
54.	The ability to escalate a case directly to the Ombud. There should be a tick box on the notes screen to document this action (authority driven).	
55.	The system will record when the investigator first opens the case, as the date of acceptance of the case.	
56.	The investigator will have access to all the data recorded on the case thus far, including data stored in the document management system.	
57.	The investigator will enter notes and further investigative actions into the system. This may include co-opting specialist resources from the resource scheduling system.	
58.	This step will trigger a pro-forma notification of progress to the complainant (based on preferred mode of communication). It is anticipated that in the majority of cases, this could be via method of communication the complainant opted for, but a printed note should be possible.	
59.	The investigative team will record progress notes on the investigative actions, into the system. It is envisaged that a secure collaborative platform will be used.	
60.	The investigative team will record an interim report on the system, and record that the report has been sent to the affected institution for comment.	
61.	A default deadline for receiving the comments will be entered, preferably automatically. User should be able to modify the default.	
62.	When comments are received by the call centre, the receipt will be noted in the system, and the team leader will be automatically notified.	
63.	The final report will be entered into the system by the investigator.	
64.	A final categorization of the complaint will be entered on the system	
65.	The investigator will enter the outcome.	
66.	The investigator will perform a final risk rating as in items	

Reference No.	Item description	Comply
	25 to 28 (for internal quality improvement).	
67.	The investigator will give either telephonic feedback to the complainant or a meeting will be scheduled, depending on the type of case. After the telephonic discussion/meeting a formal letter should be send to the complainant with the final outcome as discussed. The system should provide a standard template, with the complainant's detail pre-populated. Template will be finalised during system set-up.	
68.	There will be a facility to record the complainant's reactions to the report and also to the investigative process.	
69.	The system should have the ability to obtain customer satisfaction feedback	
70.	The investigator will close the case.	
71.	The Ombud has the discretion to review any case.	FYI
72.	The outcome of the review may be a confirmation of the previous findings. There must be a method of recording such confirmation.	
73.	The outcome of the review may be a negation of the findings. In this case, the Ombud must be able to (i) revoke the closure of the case if it has been closed; (ii) refer the case for re-processing, to a resource of the Ombud's choice – in this case, it should appear on that resource's to-do list, with a flag indicating that the Ombud has requested a re-appraisal.	
74.	The system will provide on-screen reports, with the option to print. The on-screen reports should have a drill-down link to the specifics of a selected case. At a minimum, the following reports will be provided (list other available reports):	
75.	A report of complaints logged, sortable by date, institution, geography (i.e. province; district; sub district; type of HE and HE), category and subcategory ; risk rating; standard breached, six priority areas, closed within 6 months.	
76.	A report of rejected or re-directed complaints, sortable by category of reason for rejection, date.	
77.	Age analysis report of registered complaints not forwarded.	
78.	Age analysis report of complaints forwarded but awaiting triage.	
79.	Age analysis report of complaints triaged, awaiting allocation to an assessor.	
80.	Age analysis report of complaints with investigator assigned, but not yet accepted.	
81.	Age analysis of cases not closed.	
82.	Age analysis report of complaints that have missed a deadline.	

Reference No.	Item description	Comply
83.	A report of outcomes, sortable by date, institution, province, district, sub district, type of facility, facility and category and subcategory.	
84.	A report comparing initial and final categorization of cases between selected dates, sorted by case (for QA purposes).	
85.	A report comparing initial and final risk rating of cases between selected dates, sorted by case (for QA purposes).	
86.	A report of complaints where extension of a deadline has been requested	
87.	A report of complaints closed as a result of the complainant taking legal action against HE	
88.	A report of cases received from whistle blowers	
	User Acceptance Test.	FYI
89.	The successful tenderer will supply test cases for the user acceptance test.	
90.	The tests shall be performed by designated key users, after they have received training on the system.	
91.	In the event of failure of any of the user test cases, the tenderer will be given a reasonable period of time to correct the errors, but not exceeding ten working days.	
92.	The system will not be released into production until the User Acceptance Test is completed satisfactorily.	
93.	The system will not be approved for payment until the User Acceptance Test is completed satisfactorily.	

Response:

4.3 Implementation and Training

4.3.1 Implementation

1. Project governance will conform to the standard SITA Project Management methodology or its equivalent. The necessary committees, roles and responsibilities will be agreed at project kick-off.
2. It is anticipated that the initial implementation will take place in the temporary housing of the OHSC, namely the Medical Research Council (MRC).
3. The service should be aligned to international best practice (ITIL), International quality standards (IEC/ISO 20 000) and to governance (CoBIT)
4. The following implementation steps are envisaged:
 - a. Project Initiation Document
 - b. Parallel work commenced on :

- i. Equipment, and Hardware supply and commissioning.
- ii. SOP's for backup, restore, disaster recovery, business continuity.
- iii. Installation, commissioning and training on cross-cutting systems
- iv. Customization of call centre system and workflow engine, including forms and reports.
- v. Specification, design and implementation of complaints database.
- vi. Creation of datamart and commissioning of BI tool.
- c. Train the trainers
- d. User Acceptance Testing
- e. End-user training.
- f. Go-live
- g. Review of the design of the system at the end of three months after the system has gone live based on service trends

It is anticipated that the Complaints Management system will be ready for go-live before the Compliance Inspection System, but it is highly desirable that there should be a minimal time gap between them.

4.3.2 Table 2: Implementation

Item	Description	Comply
1.	This project will be governed according to SITA project management methodology or equivalent. The tenderer must provide evidence of competence and certification in the methodology.	
2.	The tenderer must provide a description of the key methodological features, processes and deliverables of the proposed methodology, if different from SITA's one.	
3.	Since this tender is for a turnkey solution, the tenderer will be responsible for delivery and commissioning of all supplied hardware, including installation and testing of all supplied software.	
	OHSC will nominate key users in each of the business units. The key users will participate in the project alongside the tenderer's personnel, in order to obtain in-depth understanding of the system components.	FYI
4.	Testing will include applicable User Acceptance Tests, which will be conducted after key users have been trained.	
5.	The tenderer will deliver all licences, documentation, and software media to the designated director of IT.	
6.	The tenderer will be responsible for all configuration.	
7.	The tenderer will be responsible for all data cleaning and loading (and transformation, if needed)	
8.	The tenderer will be responsible for setting up the Intranet and Extranet, including Web page design.	
9.	The tenderer will be responsible for setting up the Testing and Training environment.	
10.	The Testing and Training Environment must replicate the Live environment in all material respects, such that there will be no adaptation required in migrating a user from Training to Live.	

Item	Description	Comply
11.	The tenderer will supply a high-level project plan. Since not all details are known at this time, the tenderer will clearly state the assumptions on which the timeline is based.	
12.	The project plan should make provision for a brief parallel run.	
13.	The tenderer will supply a CV of the proposed project manager for this project, on the understanding that if the nominated person is no longer available at the time of tender award, a resource of equal or better skills and experience will be substituted, subject to approval by the Client.	

Response:

4.3.3 Table 3: Training.

Item	Description	Comply
1.	The tenderer is to propose a training curriculum for the various types of users.	
2.	All users will require some training on the collaboration, security, intranet and extranet features.	
	Regarding specific applications, the approach to be used is "train the trainers". The key users who will form part of the implementation team (and other designated individuals) will be trained extensively, and will themselves train their colleagues.	FYI
3.	The Complaints Management Unit staff will all receive training from the system provider, in order to ensure rapid productivity.	
4.	The tenderer will administer a proficiency test at the end of training, and issue a certificate to successful users.	
5.	Users failing the proficiency test will undergo remedial training at no additional cost.	
6.	The training environment must be available outside of scheduled training, for users to practice to improve their efficiency. Users will log on to the environment from their usual places of work.	
7.	The tenderer will supply CV's of the proposed trainers for the systems, on the understanding that if the nominated persons are no longer available at the time of tender award, resources of equal or better skills and experience will be substituted, subject to approval by the Client.	
8.	The tenderer will supply the necessary training materials and user manuals in soft copy. Printing of manuals will be the responsibility of the OHSC.	
9.	The soft copies must be supplied a reasonable time before commencement of courses, to allow time for printing.	

4.3.4 Service Level Agreements

Service level Agreements (SLA's) will be entered into with the successful bidder on the following basis:

First year of operation: the successful bidder will provide first-, second- and third –level support. First level support will be on-site during working hours and telephonic after hours, for the first three months after all systems are fully operational. Thereafter, off-site support will be considered. Designated personnel from OHSC will be given on-the-job training, in order to be able to take over first-level support in the second year.

Second and subsequent years: First-level support will be provided in-house, with link to provider's help-desk for second- and third-level support.

Bidders are requested to provide their pro forma SLA's, but OHSC reserves the right to deviate from the standard, if its requirements are not met.

NB: periodic monitoring and evaluation of the system performance and review mechanism will be built in the SLA

4.3.5 Warranties

1. All hardware to be supplied with 3-year on-site warranty.
2. Application software to be supplied with 180 day warranty period, during which no maintenance fees will be payable.