

# OFFICE OF HEALTH STANDARDS COMPLIANCE (OHSC)



**BID NO: OHSC/03/AUG/2019**

**APPOINTMENT OF A SERVICE PROVIDER FOR THE  
CONTINUED DEVELOPMENT & ENHANCEMENT OF  
FUNCTIONALITY OF EXISTING INFORMATION SYSTEMS  
FOR THE OHSC FOR A PERIOD OF (3) THREE YEARS.**

**CLOSING DATE: 06 SEPTEMBER 2019**

**CLOSING TIME: 11:00 AM**

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## PART A INVITATION TO BID

**YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE OFFICE OF HEALTH STANDARDS COMPLIANCE**

BID NUMBER:	OHSC/03/AUG/2019	CLOSING DATE:	06 SEPTEMBER 2019	CLOSING TIME:	11H00
DESCRIPTION	TENDER FOR THE CONTINUED DEVELOPMENT AND ENHANCEMENT OF FUNCTIONALITY OF EXISTING INFORMATION SYSTEMS FOR THE OHSC FOR A A PERIOD OF (3) THREE YEARS.				

**THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)

**OFFICE OF HEALTH STANDARDS COMPLIANCE, 79 STEVE BIKO ROAD/PRINSHOF/ARCARDIA PRETORIA( BEATRIX BUILDING OPPOSITE DEPARTMENT OF AGRICULTURE-ONE COPY OF THE ORIGINAL PROPOSAL TO BE SUBMITTED.**


**SUPPLIER INFORMATION**

NAME OF BIDDER				
POSTAL ADDRESS				
STREET ADDRESS				
TELEPHONE NUMBER	CODE		NUMBER	
CELLPHONE NUMBER				
FACSIMILE NUMBER	CODE		NUMBER	
E-MAIL ADDRESS				
VAT REGISTRATION NUMBER				
	TCS PIN:		<b>OR</b>	CSD No:
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes	B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<b>OR</b>	<input type="checkbox"/> Yes
	<input type="checkbox"/> No			<input type="checkbox"/> No
IF YES, WHO WAS THE CERTIFICATE ISSUED BY?				
AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX	<input type="checkbox"/>	AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)		
	<input type="checkbox"/>	A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)		
	<input type="checkbox"/>	A REGISTERED AUDITOR		
		NAME:		

**[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT(FOR EMEs& QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]**

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

## PART B

### TERMS AND CONDITIONS FOR BIDDING

<b>1. BID SUBMISSION:</b>
<p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE</p> <p>1.3. BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: ( BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.</p> <p>1.4. WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.</p> <p>1.5. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.</p>
<b>2. TAX COMPLIANCE REQUIREMENTS</b>
<p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER’S PROFILE AND TAX STATUS.</p> <p>2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.</p> <p>2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.</p> <p>2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.</p> <p>2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p>
<b>3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>
<p>3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span></p> <p>3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span></p> <p>3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span></p> <p>3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span></p> <p><b>IF THE ANSWER IS “NO” TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE STATUS / TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.</b></p>

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

**STANDARD BID DOCUMENTATION**

**SECTION A  
INVITATION TO BID**

**PLEASE NOTE**

**THIS BID CLOSING AT : 11:00 AM**

**CLOSING DATE : 06 SEPTEMBER 2019**

**BID NO. : OHSC/03/AUG/2019**

**DESCRIPTION TENDER FOR SERVICES OF THE  
CONTINUED DEVELOPMENT &  
ENHANCEMENT OF FUNCTIONALITY OF  
EXISTING INFORMATION SYSTEMS FOR  
OHSC FOR A PERIOD OF (3) THREE YEARS.**

**CONTRACT PERIOD : THREE (3) YEARS**

**VALIDITY PERIOD : 120 Days**

**NAME OF BIDDER : \_\_\_\_\_**

**DOCUMENTS SHALL BE ADDRESSED TO:**

**ENTITY: OFFICE OF HEALTH STANDARD COMPLIANCE**

**MS/ Mr: P. KGWELE/ N. MUNYAI**

**TELEPHONE NO.: 012 942 7812/7847**

**TECHNICAL ENQUIRIES TO BE MADE TO: JAY TULSEE**

**TELEPHONE NO: 012 942 7708**

## **SECTION B**

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

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

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

## SECTION C

### DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state<sup>1</sup>, 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, shareholder<sup>2</sup>): .....
  - 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.

<sup>1</sup>"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.

<sup>2</sup>"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 of this bid? **YES/NO**

2.10.1 If so, furnish particulars.

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

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

2.11.1 If so, furnish particulars:

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

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

<b>Full Name</b>	<b>Identity Number</b>	<b>Personal Reference Number</b>	<b>Tax Number</b>	<b>State Number / Number</b>	<b>Employee / Persal Number</b>

**3 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

## **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](http://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](http://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/03/AUG/2019**

**SERVICE:**

THIS IS TO CERTIFY THAT (NAME) .....

ON BEHALF OF .....

ATTENDED THE BRIEFING SESSION ON: **27 August 2019 @ 11:00 am at Office of Health Standard Compliance, 79 Steve Biko Road, Prinshof, Arcardia, opposite Department of Agriculture, 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 authorise .....to 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

..... <b>SIGNATURE</b>	..... <b>SIGNATURE</b>	..... <b>SIGNATURE</b>
---------------------------	---------------------------	---------------------------

..... <b>DATE</b>	..... <b>DATE</b>	..... <b>DATE</b>
----------------------	----------------------	----------------------

**D. CLOSE CORPORATION**

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

By resolution of members at a meeting on ..... 20..... at .....  
.....Mr/Ms....., whose  
signature appears below, has been authorised to sign all documents in connection with this bid  
on behalf of (Name of Close Corporation) .....  
.....

**SIGNED ON BEHALF OF CLOSE CORPORATION:** .....  
(PRINT NAME)

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

**SIGNATURE OF SIGNATORY:** .....

**WITNESSES:** 1 .....

2 .....

**E CO-OPERATIVE**

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

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

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

**SIGNATURE OF AUTHORISED REPRESENTATIVE/SIGNATORY:**

.....

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

**DATE:** .....

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

**NAME IN BLOCK LETTERS:**.....

**WITNESSES: 1** .....

**2** .....



**SECTION G  
CONDITIONS OF BID**

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

**7. CERTIFICATION OF CORRECTNESS OF INFORMATION SUPPLIED IN THIS DOCUMENT**

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

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

SIGNED ON THIS ..... DAY OF ..... 20 ..... AT .....

SIGNATURE OF BIDDER OR DULY AUTHORISED REPRESENTATIVE	NAME IN BLOCK LETTERS
--	-----------------------

ON BEHALF OF (BIDDER'S NAME) .....

CAPACITY OF SIGNATORY .....

NAME OF CONTACT PERSON (IN BLOCK LETTERS, PLEASE) .....

POSTAL ADDRESS .....

TELEPHONE NUMBER: .....

FAX NUMBER: .....

CELLULAR PHONE NUMBER: .....

E-MAIL ADDRESS: .....

## **SECTION H SPECIAL CONDITIONS OF CONTRACT**

### **SECTION 1: DEFINITION OF TERMS**

#### **1.1 SERVICE**

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

#### **1.2 CONTRACTOR**

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

#### **1.3 AGREEMENT**

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

#### **1.4 AGREEMENT PERIOD**

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

#### **1.5 PARTIES**

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

#### **1.6 DEPARTMENT**

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

#### **1.7 CURTAILMENT OF SERVICE**

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

### **SECTION 2: INTRODUCTION AND RELEVANT INFORMATION**

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

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

2.2

**REQUIRED COMPULSORY INFORMATION**

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

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

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

## **SECTION 3: SPECIAL CONDITIONS OF CONTRACT**

### **3.1 ACCEPTANCE OF BID**

- 3.1.1 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.
- 3.1.2 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.

### **3.2 APPEALS**

- 3.2.1 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

### **3.3 AMENDMENT OF CONTRACT**

- 3.3.1 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.

### **3.4 CHANGE OF ADDRESS**

- 3.4.1 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.

### **3.5 COMMUNICATION**

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

DIRECTOR FINANCE AND SUPPLY CHAIN MANAGEMENT  
79 Steve Biko Road  
Beatrix Building opposite Department of Agriculture, Arcardia  
PRETORIA  
0001

ENQUIRIES: Ms P. Kgwele/ Mr J.Phoshoko **TEL.: 012 942 7812/ 7847**

### **3.6 COMPLETENESS OF BID**

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

### **3.7 COMPLETION OF SPECIFICATION**

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

### **3.8 CONDITIONS OF BID**

- 3.8.1 The successful Contractor must be in a position to assume duty on the date stipulated in the letter of acceptance.
- 3.8.2 No bid received by telegram, telex, or facsimile will be considered.
- 3.8.3 It shall be noted that the Entity is under no obligation to accept the lowest or any bid.
- 3.8.4 The offer shall be made strictly according to the specification. No alternative offers will be considered.

3.8.5 Bidders must provide the following particulars about themselves as part of the bid:

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

**3.9** 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:

- 3.9.1 By whom, or with whose assistance, was the business plan drafted?
- 3.9.2 By whom, or with whose assistance, were the bid prices calculated?
- 3.9.3 Whose advice is relied on?
- 3.9.4 Who will provide financial support?

**3.10** 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.

### **3.11 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.

### **3.12 CONTRACT PERIOD**

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

3.12.2 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.

### **3.13 DETAILS OF CURRENT CONTRACTS HELD BY THE BIDDER**

3.13.1 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.

### **3.14 EQUAL BIDS**

3.14.1 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.

### **3.15 EXECUTION CAPACITY**

3.15.1 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.

### 3.16 EXTENSION OF CONTRACT

3.16.1 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.

### 3.17 GENERAL EVALUATION CRITERIA

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

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

### 3.18 IRREGULARITIES

3.18.1 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.

### 3.19 JOINT VENTURES

- 3.19.1 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.
- 3.19.2 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.
- 3.19.3 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.

### 3.20 LATE BIDS

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

### 3.21 NOTIFICATION OF ADJUDICATION OF BIDDER & ADVERTISING OF RESULTS

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

### **3.22 PRO RATA DECREASE OF COMPENSATION**

3.22.1 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.

### **3.23 SUBMISSIONS AND COMPLETION OF SBD 6.1**

3.24.1 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.

### **3.24 TERMINATION OF SERVICES**

3.25.1 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.

### **3.25 TAX CLEARANCE CERTIFICATE**

3.26.1 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.

3.26.2 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.

### **3.26 UNSATISFACTORY PERFORMANCE**

3.27.1 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.

### **3.27 VALIDITY PERIOD AND EXTENSION THEREOF**

3.28.1 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.

### **3.28 VAT**

3.29.1 Bid prices must be inclusive of VAT.



3.29.2 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 3.13 the Bidder must furnish the following details of all current contracts.

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

### **Capacity**

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

**REGISTERED ADDRESS**

The Entity provides the following:

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

The Head: Office of Health Standard Compliance  
79 Steve Biko Road  
Prinshof, Arcardia  
PRETORIA  
0001

- 2. Postal Address for correspondence

Same as above

- 3. The Contractor shall provide the following:

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

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

- 4. Postal address for correspondence

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

## ANNEXURE A: GENERAL CONDITIONS OF CONTRACT

**DEFINITIONS:** The following terms shall be interpreted as indicated:

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

submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

- (n) "GCC" means the General Conditions of Contract.
- (o) "Goods" means all the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- (p) "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the Contractor or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic, where supplies covered by the bid will be manufactured.
- (q) "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- (r) "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- (s) "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- (t) "Project site" where applicable, means the place indicated in bidding documents.
- (u) "Entity" means the procuring Public Entity, incorporating the National Assembly.
- (v) "Republic" means the Republic of South Africa.
- (w) "SCC" means the Special Conditions of Contract.
- (x) "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the Contractor covered under the contract.
- (y) "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

## **1. CESSION OF CONTRACTS**

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

## **2. DISCREPANCIES**

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

## **3. QUALITY AND GUARANTEE**

- 3.1 All Goods supplied shall be equal in all respects to samples, patterns or specifications where such are provided. Any changes to quality or brands will have to be approved by the Entity, as this is a change to the conditions of the contract.
- 3.2 Should the Entity, after the award of the Contract and/or during the manufacture of the goods specified, decide on a variation or alteration to the specification, either at the suggestion of the Contractor or otherwise, which will be to the Entity's advantage, such variation or alteration shall be performed to the Entity's satisfaction. Any variation in the Contract Price arising there from shall be subject to agreement between the Entity and the Contractor.
- 3.3 The Contractor shall not be relieved of his obligations with respect to the sufficiency of the materials and workmanship and the quality of the Goods supplied by the reason of no objection having been taken thereto by the Entity's Representative at the time the Goods were delivered.
- 3.4 The Contractor warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The Contractor further warrants that all goods supplied under this contract shall have no defect, arising from design, materials or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the Contractor, that may develop under normal use of the supplied goods in the conditions prevailing in the country of the final destination.
- 3.5 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in the Special Conditions of Contract.
- 3.6 The Entity shall promptly notify the Contractor in writing of any claims arising under this warranty. The Contractor shall immediately remedy the said defect free of cost to the Entity. Should the Contractor delay remedial work in excess of time stipulated by the Entity's representative, the Entity may have such remedial work executed at the

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

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

#### **4. FAILURE TO COMPLY WITH CONDITIONS AND DELAYED EXECUTION**

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

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

## **5. PATENTS**

- 5.1 The Contractor shall pay all royalties and expenses and be liable for all claims in respect of the use of patent rights, trademarks or other protected rights, and hereby indemnifies the Entity against any claims arising there from.
- 5.2 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.

**ANNEXURE B**

**INDEMNITY UNDERTAKING**

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

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

\_\_\_\_\_  
Witness :

\_\_\_\_\_  
Signature of authorised person to sign the bid.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Name

## ANNEXURE C

### SBD 6.1

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

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

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

#### 1. GENERAL CONDITIONS

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

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

1.2

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

1.3 Points for this bid shall be awarded for:

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

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

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

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

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

## 2. DEFINITIONS

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

## 3. POINTS AWARDED FOR PRICE

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

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

<b>80/20</b>	<b>or</b>	<b>90/10</b>
$P_s = 80 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$	or	$P_s = 90 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$

Where

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

$P_t$  = Price of bid under consideration

$P_{\min}$  = Price of lowest acceptable bid

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

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

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

**5. BID DECLARATION**

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

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

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

**7. SUB-CONTRACTING**

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

(Tick applicable box)

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

7.1.1 If yes, indicate:

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

(Tick applicable box)

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

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

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

Cooperative owned by black people		
Black people who are military veterans		
<b>OR</b>		
Any EME		
Any QSE		

**8. DECLARATION WITH REGARD TO COMPANY/FIRM**

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

**8.4 TYPE OF COMPANY/ FIRM**

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

[TICK APPLICABLE BOX]

**8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

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

**8.6 COMPANY CLASSIFICATION**

- Manufacturer
- Supplier
- Professional service provider
- Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

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

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

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

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

WITNESSES

1. ....

2. ....

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

DATE: .....

ADDRESS .....

.....

.....

## 2 DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's database as companies or persons prohibited from doing business with the public sector?  <b>(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).</b>	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)? <b>To access this Register enter the National Treasury's website, <a href="http://www.treasury.gov.za">www.treasury.gov.za</a>, 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.</b>	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:		



**SBD 8**

**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 bids<sup>1</sup> 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).<sup>2</sup> 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:

**<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.**

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

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

\_\_\_\_\_  
(Bid Number and Description)

in response to the invitation for the bid made by:

\_\_\_\_\_  
(Name of Institution)

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

\_\_\_\_\_ that:

(Name of Bidder)

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

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>3</sup> 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.

**<sup>3</sup> 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



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

1<sup>st</sup> Corner Soutpansberg Road and Theodore Hove Street  
2<sup>nd</sup> Floor, South African Medical Research Council (SAMRC) Building, Prinshof, **PRETORIA**, SOUTH AFRICA

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**1**

**APPOINTMENT OF A SERVICE PROVIDER FOR THE DEVELOPMENT & CUSTOMISATION, SUPPORT & MAINTENANCE OF OHSC EXISTING INFORMATION SYSTEMS FOR A PERIOD OF THREE YEARS.**



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

## 1. Introduction

The OHSC intends to appoint a service provider to host, design, customise, develop, pilot, go live and support & maintain its existing information systems for a period of three (3) years.

## 2. Background Information

The Office of Health Standards Compliance (OHSC) is a health sector regulator established in terms of the National Health Amendments Act of September 2013. The purpose of the OHSC is “to protect and promote the health and safety of users of health services by:

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

The OHSC requires an efficient, robust, fully integrated information system to support the regulatory functions in relation to:

### 1.1 Data collection from health establishments

- Inspections by OHSC Inspectors
- Annual Returns to be submitted by health establishments (information related situational analysis and operational information from all health establishments eligible for inspection)
- Early Warning System indicators to be submitted by health establishments (data submitted monthly by all health establishments eligible for inspection)

### 1.2 Automated and manual data validation processes

### 1.3 Report generation for inspected health establishments

### 1.4 Tracking of report generation and finalisation processes

### 1.5 Aggregation and analysis of inspection data from individual and grouped inspections to create reports of individual establishments and various groupings.

### 1.6 Tracking performance over time for individual health establishments and groups of health establishments.

### 1.7 Automated identification of health establishments eligible for inspection, certification and enforcement.

### 1.8 Electronic registers of all health establishments inspected and certified

### 1.9 Integration with external data sources, e.g. data from external sources and other regulatory entities.

1.10 Provide a secure web-based system to capture data and provide reporting. The system should cater for role-based access permissions and have ability to work online and offline with provision to synchronize offline and online data

1.11 Provision for user access at health establishment to generate self-assessment reports.

1.12 Capturing of inspections and re-inspections data should be limited to a specified timeframe and once the data has been captured the system should be closed.

1.13 The capturing of data, analysis and reporting system should be in the form of a generic structure that will accommodate all inspection tools compatible with the generic structure.

The OHSC started its development of information systems around June 2016. Currently, the Inspection data collection and reporting system, Annual Returns (situational analysis information submitted annually by all health establishments subject to the Norms and Standards Regulations for Different Categories of Health Establishments) and Question Generator (for uploading inspection questionnaires) systems have been developed and are operational. The development of the early warning system Graphical User Interface (GUI) has been developed but require the data integration between the inspections tool and Net Helpdesk call centre.

### **3. Overview of OHSC Information Systems and Technology.**

#### **3.1. Information System**

##### **3.1.1. Inspection System**

This system is developed both on web based and offline data collection and reporting tools. The online mode is hosted in the cloud. The inspectors have the option to work online or offline which is also dependant on data connectivity. Refer to **Annexure A** – for screen shots of inspection system.

##### **3.1.2. Annual Returns**

The Annual Returns system is an online system hosted on the cloud technology developed to enable health establishments to capture and submit their annual returns profiles (health establishment related data; e.g. contact information, establishment infrastructure, human resource information, etc.) online to the OHSC. Refer to **Annexure B** for screen shots of annual return system.



### **3.1.3. Uploading of inspection questionnaires**

The current system allows for the generation of the different types of inspection tools (audit questionnaires) that is uploaded into the inspection system. It is an online system hosted on cloud technology.

### **3.1.4. Early Warning System**

The Early Warning System (EWS) is a surveillance system that collects information on specific events routinely in order to trigger prompt interventions by the OHSC. This is online system hosted with cloud technology. Refer to **Annexure C** for screen shots of Early Warning System.

### **3.1.5. Self-assessment system**

Self-assessment is a process that allows the health facility to conduct their individual facility assessment and generate reports.

Work on this system has yet to commence. It will require access for thousands of users mostly based in health establishments to capture their own assessment data, generate reports and quality improvement templates, and track progress over time.

The bidder should provide an indication of costs to make the system available to various numbers of users up to 50 000.

## **3.2. Technology used to develop information systems**

The following technology has been used in the development to this system:

- Programming language - Online & Offline Tools using PHP V7.0
- Database – Online = Microsoft SQL; Offline using SQL lite and RDBS.
- Other technologies used - JavaScript/ Symphony/ Bootstrap (frameworks & libraries)

## **3.3. Hosting of information systems**

The information systems have been hosted using Xneelo service.

## **4. Scope of Work**

The OHSC intends to appoint a suitably qualified and experienced service provider to design, customise, develop, pilot, go live and support, maintain as well the OHSC's existing information systems for a period of three years.

### **4.1 System to upload inspection tools.**

**4.1.1** Inspection tools equate to survey questionnaires. The OHSC Inspection Tools are developed as cascading questions over 6 levels of architecture. Although developed initially as a database of questions for an entire health establishment, the questions are then grouped into sub-sections according to the services provided within a health establishment, known as functional areas e.g. Cleaning, Laundry, Operating Theater, Medical Ward, etc. Two additional levels of architecture are required for uploading of the questionnaires, one to accommodate the Functional Area and one to accommodate text which provides guidance for achieving the requirements stated in the questions (explanatory notes). The uploading system must therefore accommodate an eight-level hierarchical structure. The levels of the architecture from one to eight are named as follows: 1 -Functional Area; 2 -Domain, 3 - Sub-domain, 4 - Standard, 5 - Criterion, 6 - Measure, 7 - Checklist, 8 -Explanatory note. Statements / questions will be entered at each level of the architecture. Level 1 will be the name of the questionnaire. Levels 2-7 form the complete set of statements/questions to be used in evaluating compliance with the promulgated regulations. Levels 2-5 of the architecture will consist of statements extracted from the Norms and Standards Regulations. Level 7 of the architecture will always be a table of requirements, expanding the question at level 6. However, level 7 will not be applied to all questions at level 6 (see 4.1.9). The complete set of questions (levels 2-8) will be grouped together in different sub-sections, represented by level 1 of the architecture, the Functional Area.

**4.1.2** Each statement/question in levels 2-5 must be identifiable by two separate numbers - one number to indicate the corresponding regulatory statement (non-sequential) and one number to indicate the statement's position within the questionnaire (sequential), similar to an address. It must be possible to search on this regulatory number and draw inspection reports on this number. The "address" number will be sequential and should be generated automatically within the uploading system. The address number should indicate the first 6 levels of the architecture in a 6-digit number, e.g. 1.2.3.4.5.6, with each digit representing a level of the architecture. Level 6 requires only a single number – the sequential, 6-digit number. Level 7 (checklists) will require an independent, sequential number, not reflected in the 6-digit composite number described above. This is to indicate the position of the requirement within the checklist. Levels 1 to 7 will be relevant for

reporting purposes; i.e. level 1-7 statements must be visible to the reporting process to be drawn into the report. Reports must be generated from the regulatory number and the sequential number.

- 4.1.3** Level 8 statements do not require any numbers and will not be required for reporting purposes.
- 4.1.4** The statements at levels 2, 3, 4 and 5 will be standardized (extracted directly from the promulgated regulations) and should automatically populate when an identifying regulatory number is entered during the uploading process. (Please note that the automatically generated number indicating the unique position in the questionnaire and the level of the architecture must be added automatically by the system, in addition to the regulatory number)
- 4.1.5** Levels six and seven of the architecture must be able to accommodate scores, comments and photographs collected as evidence during an inspection.
- 4.1.6** Each measure statement (level 6) and checklist aspect (level 7) must be accompanied by a selection box to enter a score (1/0/NA) AND a text box to enter a comment to justify the score AND the ability to attach photographs to the measure statement (3 forms of data entry during an inspection process). The comment box should be equipped with a drop-down menu from which pre-populated comments can be selected. The comments box must also cater for free text comments and editing of the pre-populated comments. The system should allow for the addition of a partially compliant score in the future.
- 4.1.7** Level 6 will require a risk rating to be allocated to the statements (four levels – X V E D). The risk rating must be accompanied by a weighting to be allocated during calculation of the performance of the health establishment (X=0.4; V=0.3, E=0.2, D=0.1).
- 4.1.8** Level seven of the architecture will always require data entry in the form of a table. There are seven different, standardized tables which will be used (standardised number of columns, non-standardised number of rows, non-standardised number of sub-sections). The system should allow for preselection of the relevant standardized Table. The standardized tables must accommodate customization for the number of rows and number of sections for the specific Table. Table columns for data capture (scores, comments and photographs) should be pre-populated with the means for this information to be entered during an inspection, once the column is allocated for the capture of scores, comments or photographs.

- 4.1.9** Level 7 of the architecture (checklists) represents a detailed means of collecting and summarizing a score for the statement at level 6 (measures). The scores collected at level 7 will need to be summed, divided by the maximum possible score (some of the scores will be not applicable (NA) which should then be removed from the denominator) and allocated to the statement at level 6. Some tables will require two sets of columns for data capture, with the score from the second column transferred to a different question at level six of the architecture (measure) within the same Functional Area questionnaire. For such tables, the second column for data capture should be prepopulated with not applicable (NA) scores and accompanied by a rule for a predetermined number of cells to be completed during the inspection process for the checklist to be recognized as complete (see Inspection System for further explanation of these rules).
- 4.1.10** The individual data elements entered into the tables in level seven should be searchable for the reporting and analytical processes i.e. it should be possible to include the individual scores and comments for level seven into the report generated for individual health establishments and aggregated reports for groups of health establishments.
- 4.1.11** Level seven of the architecture will not apply to all questions entered at level six of the architecture, i.e. the system must have the capability to omit level seven of the architecture when necessary.
- 4.1.12** Provision of two text boxes for each functional area to cater for narrative reporting by functional area.
- 4.1.13** Provision of two text boxes for the entire health establishment to cater for narrative reporting providing an executive summary of findings within the health establishment.
- 4.1.14** Each text box must have a searchable name for reporting and analytical purposes – one for information relevant to the responses required from the health establishment and one for information for the responsible authorities, i.e. District Office, Provincial Office or National Department of Health.
- 4.1.15** Each text box should have standard headings within the text box to encourage the capture of information relevant to the headings, e.g. good performance; areas for improvement; findings; recommendations. These headings should be searchable for analytical reporting purposes.

- 4.1.16** Provision of a third text box for each functional area to cater for disclaimer and electronic signature of inspector and inspected.
- 4.1.17** Data entry for all levels of the architecture must be on one page, preferably utilizing a tree structure.
- 4.1.18** Method of data entry must reflect the method of creation of the questionnaires, i.e. by Functional Area.
- 4.1.19** All statements at all levels of the architecture must be viewable and editable from the same page.
- 4.1.20** All statements, entered into the eight levels of the architecture, will be grouped together in differing combinations to create sub-sections of the entire questionnaire (functional areas = level 1 of the architecture), applicable to the various service areas within a health establishment. Levels 2 to 5 contain statements extracted from the regulations. The uploading system should allow for the visualization of all statements from each individual level of the architecture altogether (horizontally – extracting and grouping all statements / questions from the entire questionnaire) as well as the visualization of each statement grouped together into functional areas (vertically – extracting the statements only from that particular subsection (functional area) of the questionnaire). It must be possible to view the statements both horizontally and vertically extracted from the system, i.e. from level 1-8 (vertically), but also to extract visual representations of the statements for levels 2 to 8 (horizontally), i.e. per domain (level 2) for all functional areas, per subdomain (level 3) for all functional areas, per standard (level 4) for all functional areas, per criterion (level 5) for all functional areas, per measure (level 6) for all functional areas and per checklist (level 7) for all functional areas. In other words, the system should be fully flexible and customizable during the uploading process to allow for checking in several different ways.
- 4.1.21** The statements within each functional area must generate a number automatically, with customizability, as in Microsoft Word. More detail for this automatic numbering function is described at 4.1.2.
- 4.1.22** Each statement for levels 2 to 5 of the architecture must be able to accommodate a dual numbering system to enable searching and reporting on both numbering systems, as described at 4.1.2.
- 4.1.23** Each statement at level 6 of the architecture must be able to accommodate several “tags” to enable searching for report generation.

- 4.1.24** All of these tags must be visible in the inspection tool used by individuals responsible for data collection (Inspectors).
- 4.1.25** Levels 6 and 7 of the architecture must accommodate a prepopulated drop-down menu with standardized comments in addition to the ability to capture free text comments. Drop down comments should be editable once selected and entered into the comments text box.
- 4.1.26** The database within the uploading system should be searchable on words, groups of words and numbers, as in Microsoft Word.
- 4.1.27** It must be possible to have the uploading system open in several screens/tabs/pages at the same time to enable checking on one screen and corrections in another screen, while cross checking and correcting with a different tool/questionnaire/sub-section in several additional screens.
- 4.1.28** Once uploading and checking are completed, the questionnaire must be visible in the inspection database for the creation of a template to capture the data collected during an inspection. Questionnaires must not be visible to the inspection database before the uploading process has been completed.
- 4.1.29** When inspection tools/questionnaires are updated, the old version must be removed from the inspection system, but still be accessible for report generation against the old version and still be accessible in the uploading system for reference purposes and archiving. Archived versions should not display on the page of active questionnaires in development and in current use in the uploading system.
- 4.1.30** Once uploading and checking has been completed, questionnaires must be locked so that no further edits can be made.
- 4.1.31** It must be possible to create cross linkages within the uploading system, i.e. it must be possible to create a matrix between various measures within and between Functional Areas to link statements which may be related in various ways and transfer and compare scores between these statements.
- 4.1.32** These linked statements must be accessible by inspectors during an inspection, e.g. each measure identified to be linked to other measures should be accompanied by a hyperlink for each linked measure. Hovering over the hyperlink should display the score for the measure, clicking on the hyperlink should display the measure, the score and the comment in a superimposed text box. Control+click should take the inspector to that

section of the report. The system should cater for multiple session when working with the generation of questionnaires.

**4.1.33** The system must have an automatic logging system to document details of the time, date, system operator and changes made to create a fully auditable trail of which changes were made to the inspection tools/questionnaires, when and the time change were made and identity of the person who made change. This system must be easily accessible, easily understandable and searchable by date, statement, level of architecture and system operator.

**4.1.34** It must be possible to duplicate all aspects of the questionnaires both within the same questionnaire and amongst questionnaires to expedite the uploading of questionnaires.

**4.1.35** When duplicating a part or the whole questionnaire, a validation report must be produced, confirming that all aspects of the original section/s duplicated are present in the duplicated section. Any missing sections should be identified in the validation report.

**4.1.36** A test environment must be available for the training of new users and the testing of new developments of the system, without the risk of affecting existing tools or any of the functionality of the existing system.

**4.1.37** This basic structure must accommodate the addition and development of further inspection tools in the future in response to regulations to be promulgated. These inspection tools may not follow the same structure as the current inspection tools, meaning that some levels of the architecture may be omitted, or additional architectural levels may be required.

**4.1.38** These requirements list the basic functionality required in the system. Full specifications will be developed in conjunction with the programming staff of the successful bidder.

## **4.2 Enhancements to Inspection Tool (IT)**

The system functionality listed under system to upload inspection tools will need to be retrospectively aligned to ensure that inspection tool system is fully operational.

## **4.2.1 Enhancements to the Inspection system**

- 4.2.1.1** The system needs to be modified to cater for the following functions:
- Ready for validation - which will be a new status.
  - Post validation the system can then be set to complete which currently exists.
- 4.2.1.2** Picture Evidence – automatic blurring of patient faces in Pictures taken/ hiding patient names, fit the box on html / excel report.
- 4.2.1.3** Built in function to recognize faces and automatically deface/blur all faces so that individuals cannot be recognized in photographs. Picture evidence report -pictures to fit the box on the reports after they are rotated.
- 4.2.1.4** Inspector and Inspected signature on the functional area (FA) This functionality needs to be accommodated allowing for the use of stylus for signature,
- 4.2.1.5** Automating of changing status e.g. Complete on functional area and complete on the facility.
- 4.2.1.6** Launch camera from inspection tool based on the type of tablets used by inspectors. Currently, OHSC inspectors use Lenovo MIIX tablets.
- 4.2.1.7** The system must cater for function allowing for the change of role ownership; e.g. in absence of team leader, the co-team leader must be able to take control of inspections.
- 4.2.1.8** Checklist scoring - Checklist to give a warning before closing to indicate that there is an aspect/s missing. Block the functional area if one aspect/s is missing as no submission should take place if there are incomplete or missing aspects and to also indicate notifications of the specific measure and aspect is not scored. The system must be able to determine which specific item has not been scored and warn the user before closing the checklist. Submission of this functional area should not be permitted until all checklists are complete. It must be able to warn you that the checklist is not complete but allow closure of the checklist if command repeated. It must save what has been done.
- 4.2.1.9** Create a rule that will warn the user when they mistakenly click the exit (X) button, the system should be able to warn the inspector that they are about to exit system and by so doing will lose the inspection data.
- 4.2.1.10** Date of inspection that is outside the date range created -system to warn the user that the date is outside the range created e.g. wrong date on a functional area, currently



system allows it to default to the first day of the date range specified by the team leader to forbid entering a date outside the date range specific by the team leader

**4.2.1.11** System must provide a date and time stamp when the functional area was synced from offline to online.

**4.2.1.12** System must provide a date and time stamp when a functional area was synced from offline to online but failed due internet connection.

**4.2.1.13** System must provide a date and time stamp when the functional area was visible online after it was synced from offline

## **4.2.2 Documentation Request**

**4.2.2.1** The Health Establishment will be selected through a search, in a separate database (the master list of facilities public and private facilities). The hierarchy for this selection will provide province, district, sub-district, facility name, facility type/classification and unique identifier.

**4.2.2.2** The system should allow the inspector/Team Leader to direct a request for documentation to the institution that was inspected by the OHSC. The request will be sent via email by the OHSC. The system must interface with outlook.

**4.2.2.3** The database will flag whether the Health Establishment (or its CEO/Manager) can accept electronic communication. In case it cannot, the request will be directed via district or subdistrict. The district/subdistrict will acknowledge and confirm that the facility has received the request.

**4.2.2.4** The system will automatically generate a reference number for the request. The reference number will be linked to the Health Establishment and Inspection date range/date.

**4.2.2.5** The responsible official at the Health Establishment will receive the request via email. The system should allow all email domains e.g. official work emails, gmail, etc.

**4.2.2.6** The request will be in a standardized format, defined at system setup.

**4.2.2.7** The system must place a date and time stamp the day the request was made and the date and time it was received.

**4.2.2.8** The system should insert a default review date i.e. a date by which the requested documentation must be submitted. The default interval between current and review date will be entered at system set-up, (predefined).

- 4.2.2.9** The system must trigger a reminder (email) to the inspector/ Team Leader or the facility concerned one day before expiry date.
- 4.2.2.10** The system must allow manual uploading of the documents in case it is submitted on paper by the Health Establishment or allow a fax to email. After receiving the fax to email, the Inspector/team leader will link the received document to the existing reference of the Health Establishment
- 4.2.2.11** Once documents received an alert will be sent to inspector/Team Leader.
- 4.2.2.12** An inspector may accept or reject documentation, free text field to be allowed for the inspector's comments.
- 4.2.2.13** An inspector should be able to resend the request in case the document does not meet the requirements. The audit trail of all the correspondences should be stored in the system and be linked to the reference number and the facility concerned.
- 4.2.2.14** The system should have different status to the case/request e.g. (Opened, submitted to facility, submitted to the facility for review, completed.
- 4.2.2.15** If the inspector/Team Leader accepts the submitted document/s, the case/request can be closed (complete status). The system will make provision will automatically change the status to closed.
- 4.2.2.16** The system will make provision for user rights to access documents received from Health Establishments.
- 4.2.2.17** The system must allow the inspector/ Team Leader to delete any documents that was uploaded. This will have to be a soft delete and the system must date, time stamp and identify the user who deleted the document.
- 4.2.2.18** The system must have a dashboard to be able to view all the statuses of the requests made by OHSC. This will be to monitor progress of all requests over time.
- 4.2.2.19** The respective Inspector/Team Leader will have access to his/her requests.
- 4.2.2.20** The overall dashboard for all requests will be accessed by Director/Executive and system administrators

### **4.3 ADDITIONAL INSPECTIONS**

- 4.3.1** Based on the existing inspections system it must be noted that for additional inspections to be accommodated within the existing system, this will require further classification as per regulation (15) 1:
  - a. such an inspection is needed to establish whether non-compliance has been remedied with the health establishment:
  - b. the health establishment is contravening the Act or any relevant regulations:

- c. there are serious breaches of norms and standards by the health establishment based on the indicators or risk; or
  - d. the Ombud's finding demonstrate that continued exposure to the health care services provided by health establishment may pose a severe risk to users or health care personnel.
- 4.3.2** When creating an additional inspection, the system must permit the creation of a copy of the initial (routine) inspection (online). The copy of the inspection will only show all complaint scores, measure and checklist level and pictures.
- 4.3.3** The capture page for additional inspections should show all previously non-compliant measures and checklist aspects (checklist and measure level) once pulled offline.
- 4.3.4** The capture page for additional inspections should show all previously non-compliant measures as well as a pre-determined proportion of compliant measures for re-evaluation.
- 4.3.5** The system must be able to generate a random selection of the previously compliant measures and make visible along with all non-compliant measures and checklist items. The remainder of the compliant measures should be hidden. When a pre-determined proportion of previously compliant scores are changed to non-compliant, this should automatically trigger a full reinspection and all previously compliant measures should become visible.
- 4.3.6** The reinspection report must display reinspection data alongside the routine inspection data captured, with a clear distinction between initial and reinspection data. It must be possible to select the time period for data for inclusion in the report.
- 4.3.7** The re-inspection reports should be able to display multiple datasets for a specific facility.
- 4.3.8** Reload the previous inspection data (to offline), allowing the inspector to reload while online. The system will only pull blank capture page without pulling the non-compliant measure scores, measure comments, checklists scores and checklist comments.
- 4.3.9** Once submitted online, the offline data captured will merge with the existing data (compliant measures) online for that facility. The system must clearly differentiate the data captured at the initial routine inspection from the data captured during the re-inspection. The functional area will be editable for only measures that were captured during the re-inspection. The existing complaint measures (online) should be "read only", not editable and highlighted (greyed).
- 4.3.10** The overall score of the facility should be updated to reflect the measure scores captured during the re-inspection plus the scores captured during the initial inspection.

#### **4.4 Printing of the inspection tool**

- 4.4.1** Customizable selection of any or all sub-sections of a questionnaire according to the architectural levels, or an entire questionnaire.
- 4.4.2** Customizable selection of various levels of the architecture (one, several or all) and/or certain statements from a level, e.g. up to measure level from only certain sub-domains, within a particular questionnaire or subsection of a questionnaire.
- 4.4.3** Customizable print option to allow for printing of the statements only (for reference purposes) or alternatively printing of data capture instrument (for manual data collection during an inspection or self-assessment), i.e. printed document to contain statements with additional text boxes to allow for data capture (score and comment providing justification for the score).
- 4.4.4** Selection of each tag applied at level 6 of the architecture (measures) for inclusion in the printed document.
- 4.4.5** Ability to select whether to print per functional area (vertical) or to print per level of architecture (horizontal), i.e. a cross-cutting document, reflecting the domain structure (which corresponds to the structure of the regulations) rather than the functional area structure (which groups the regulatory requirements according to their applicability to a particular functional area within a health establishment).
- 4.4.6** The printed documents for data capturing purposes should include the tags for each statement at level 6 of the architecture, as selected during the generation of a print command.
- 4.4.7** There should be a function to “save the soft copy” of these documents rather than print.
- 4.4.8** The layout of the document will require graphic design input to ensure optimization of space to minimize print costs and maximize ease of use by individuals collecting data and completing the questionnaire
- 4.4.9** Documents should be available to download in PDF and Word format.

#### **4.5 Early Warning Systems**

In addition to the identification of indicators of significant clinical risks to quality and safety, adverse events and healthcare associated infection; the Early Warning Systems data will

be used to prioritize inspections. Risk alerts and assessments will be collected from various data sources, including analysis of other databases.

The type of input to this system will range from analysis of existing data from routine reports, to periodic data (results of surveys or reviews), to real-time data (complaints, media reports, social media trending, cell phone messaging, and active surveillance systems).

The OHSC has embarked on the development of the Early Warning Systems (EWS) and needs to complete the following system interfaces to ensure that data flow seamlessly from OHSC or other stakeholder systems.

To date, the OHSC has developed the below mentioned interfaces; however future development are anticipated:

- Complaints call centre to feed into EWS
- Inspection data (all categories) to feed into EWS
- Annual returns data feeding into EWS.

Further enhancements to the EWS Business Intelligence processes:

- Optimization of dashboard/s.
- Dynamic visualisation of data trends.
- Generation of interactive reports based on data captured on the EWS system.

EWS Report by Facility linked to pre-determined indicators:

- Condensed High-Risk Report (specific measures following an inspection)
- Complaints data reports linked to EWS
- Inspections Data elements reports on measures linked to EWS
- Health Establishment routine Reports (24hrs)
- Annual Returns data elements reports linked to EWS
- Triggers based on Complaints, SMS etc. (rapid identification of issues)

The system must be able to house both structured and unstructured data. Seamless interfacing with other components of the OHSC system is critical in this system. Other mechanisms to upload data into the EWS will have to be developed as the need arises.

## **4.6 Self-Assessment System**

The OHSC requires a self-assessment system for health establishments to capture self-assessment data against the inspection tools, analyse captured data and track performance over time. The system should cater for the following functionality:

- 4.6.1** Authorized data capturers and viewers from health establishments (HE's) to log on and conduct self-assessment, i.e. complete the questionnaire/inspection tool relevant for their assessment. This currently includes around 4500 health establishments and will increase with each set of inspection tools developed by the OHSC by the corresponding number of HEs to which the new inspection tools will apply. It is likely that more than one user will be appointed from each HE.
- 4.6.2** A software package to cater for data capturing and reporting should be made available in parallel to the online system. It must be possible to upload data captured using the software package to the online system.
- 4.6.3** All relevant and authorized health authorities responsible for the performance of the health establishments must be able to access the online system to view the results.
- 4.6.4** In some instances, relevant authorities will be responsible for data capture on behalf of the health establishment and this functionality must be available where required.
- 4.6.5** Access permission must allow only authorized users to view / capture / edit / upload data in accordance with set criteria.
- 4.6.6** Access permissions to determine which health establishment / group of health establishments / inspection tools are visible to the user once they have logged on and what editing functionalities are available to the user
- 4.6.7** Individuals with the required permissions in health establishments should only be able to see the inspection tool / questionnaire relevant to the services provided by health establishment's performance data. Each health establishment must be able to capture and edit data, in accordance with the access permission granted. Users with the required permissions at district level should be able to see only the health establishments within their own district and able to capture and edit data, in accordance with the access permissions.
- 4.6.8** Users with the required permission at provincial level should be able to see only the health establishments within their province and should not be able to capture or edit data.

- 4.6.9** Users at national level with the required permission, including the NDOH and the OHSC, should be able to see all health establishment data and should not be able to capture or edit data.
- 4.6.10** In the private sector, users at regional and corporate offices should be able to see all data for the health establishments for which they are responsible and should not be able to capture or edit data.
- 4.6.11** Must be able to monitor performance over time, i.e. display the data and graphs from all previous inspections and self-assessments in an aggregated format.
- 4.6.12** Health Establishments must be able to print reports from the captured self-assessment data and inspection tools. Printing of inspection tools to be fully customizable, as described in section 4.4.
- 4.6.13** The self-assessment system must be able to view captured inspection data captured by the OHSC Inspectors in accordance with the user's access rights.
- 4.6.14** All users must have a dashboard representation of overall performance per functional area, health establishment, district, province, national, as per access rights. All users must be able to search the database for additional self-assessment / inspection data in relation to indicators on the dashboard visible to them, as per their access rights.
- 4.6.15** Relevant authorities must be able to produce aggregated reports for self-assessment data, as per the functionality required for the OHSC.
- 4.6.16** Technology must cater for offline / online ability to conduct self-assessment.
- 4.6.17** Generation of various reports – offline and online.
- 4.6.18** Development of self-assessment user guide.
- 4.6.19** The system should include a fully auditable log of changes made, when and by whom. The system must be easily accessible, viewable, searchable and understandable.
- 4.6.20** System to cater for backward compatibility on technology.
- 4.6.21** Self-assessments are currently conducted by health establishments against the Ideal Health Facility questionnaires. This data is collected in the Ideal Health Facility database. A data feed will be required to import this data into the OHSC database. The Ideal Health Facility data must be cross mapped with the OHSC data at measure and checklist level (levels 6 and 7 of the OHSC data described in section 4.1.1 above). The cross-mapping

process will map each element from the Ideal health facility database with the corresponding measure / checklist within the OHSC database to inform the extraction / importing process. Ideal health facility data will be extracted from the ideal health facility tools / database and used to populate the OHSC template in order to provide the data in a format comparable to OHSC Inspection data.

**4.6.22** In addition, the bidder should indicate the additional cost of developing a software package for offline mode which must be capable of accommodating data capture analysis and reporting as described for the online system in this tender document.

## **4.7 Development of systems reports**

### Development of reports

**4.7.1** Reporting menu: Easily accessible menu listing all available reports as listed in section 4.8.2 to 4.8.8 below

**4.7.1.1** In addition to the standardised reports as prescribed below the system must be able to accommodate adhoc reporting. On the menu page, a series of filters must be available to create the adhoc reports. The ability to create adhoc reports for qualitative and quantitative data. The filters required will be:

- a. National
- b. Province
- c. District
- d. Sub-district
- e. Corporate office (Private sector)
- f. Region (Private sector)
- g. Public
- h. Private
- i. Health establishment
- j. Functional area
- k. Functional area grouping
- l. Domain
- m. Sub-domain
- n. Standard
- o. Criterion
- p. Measure
- q. Checklist

Once created, it must be possible to save customised reports to be repeated at a later date for tracking of progress over time. Once saved such reports must appear in the menu for the user who saved the customised reports.



## 4.7.2 Stakeholder Reports

### 4.7.2.1 Health establishment reports: Single Site Report

**This report is already available and should therefore not be included in the costing, the information is provided as an indication of programming already available which may require enhancement over time.**

#### **Summary report of overall rating:**

The report should be an interactive pdf, beginning with a table of contents. The first section of the report should represent summary data in various formats, followed by detailed information regarding the performance of each functional area. Clicking on a title on the contents page should take the user to a specific section of the report.

#### **Overall summary data:**

This section of the report should contain the following bar graphs:

- i. Overall score for each functional Area
- ii. Overall score for each domain, aggregated for the entire health establishment
- iii. Overall score for each subdomain, indicating the accompanying Regulation number, aggregated for the entire health establishment
- iv. Overall score for each Standard, indicating the accompanying Regulation number, aggregated for the entire health establishment
- v. Overall score for each Criterion, indicating the accompanying Regulation number, aggregated for the entire health establishment
- vi. Overall score for each functional area grouping
- vii. One bar chart for each functional area grouping, displaying overall score for each functional area within the grouping

Clicking on any one of these bars should display a graph showing the subsequent level of data, e.g. clicking on a functional area (level 1 of the architecture) should display a bar graph for the domains (level 2 of the architecture) within the functional area, clicking on a domain should display a bar graph for the sub-domains (level 3 of the architecture) within that domain, clicking on a sub-domain should display a bar graph for the standards within that sub-domain, etc. down to criterion level. The same idea should be applied to the Domain bar graph and the functional area grouping bar graph.

This information should be categorised as follows:

- i. The entire functional area

- ii. The measures categorized as the responsibility of the health establishment during the uploading process
- iii. The measures categorized as the responsibility of the District or region (private) during the uploading process
- iv. The measures categorized as the responsibility of the Province during the uploading process
- v. The measures categorized as the responsibility of the NDOH or corporate management (private) during the uploading process

#### **4.7.2.2 Multiple Site report (to be developed)**

This section of the report should be aggregated to provide the sub-district, District, Province and NDOH reports for the public sector and regional and corporate reports for the private sector.

#### **Functional area sections:**

The performance of each functional area should be summarized in an individual section within the report. The sequence of the functional areas should follow the numbering allocated during the uploading of the questionnaire. Each section should begin with a table summarizing the performance at standard and criterion level, grouped by sub-domain. The formatting of the table should make the distinction between the different levels of the architecture clear. The regulatory numbers should be included with the sub-domain, standard and criterion statements.

The narrative report must summarize the inspection findings and providing overall recommendations. The narrative paragraph should include the date of the inspection, whether it is an initial inspection, a additional inspection or a risk-based inspection, the name(s) of the Inspector(s) and the name(s) of the inspectee(s).

This should be followed by a series of four bar graphs, displaying performance per domain, sub-domain, standard and criterion. The Regulation number should accompany the relevant statements on the legend of the graph. This should be repeated in three ways:

- i. For the entire Functional Area
- ii. For those measures categorized as the responsibility of the health establishment
- iii. For those measures categorized as the responsibility of other authorities (this will be indicated by one of the tags to be applied at level 6 of the architecture)

A table of non-compliant measures categorized per standard and criterion, together with comments explaining the reasons for non-compliance and the organization responsible for compliance (health establishment or relevant authority). The rows for measures categorized as the responsibility of the health establishment should be colour coded for ease of identification.

For measures scored by means of a checklist, clicking on the measure should display the non-compliant items on the checklist (electronic document). For the printed version of the report, these checklists must display in a manner that indicates these items form part of the checklist for the measure.

The standard and criterion statements should be written in full and include the regulatory number. Each criterion statement should be followed by a list of related measures. The formatting of the statements should make it clear whether the statement is a standard, a criterion or a measure.

#### **4.7.2.3 Quality Improvement Template Enhancements**

**This report is also currently available and should therefore NOT be included in the costing. The information is provided as an indication of programming already available which may require enhancement over time.**

In addition to the existing Quality Improvement Report (QIP) report, an editable quality improvement template should be developed with the option to generate either in word or excel. The excel format must be formatted to ensure that its user friendly and must also be able to accommodate collapsing and expanding the rows according to Functional areas (FA), domain, subdomain, standard and criterion.

The report should start with an interactive table of contents. Clicking on the functional area should take the user to the relevant section of the report. For excel, each FA should be on a separate tab. The excel document should be formatted to facilitate use of the document.

This template should incorporate all non-compliant & compliant measures, according the categorised responsibilities. The first section of the report should list all non-compliant measures categorised as the responsibility of the health establishment. The second section should list those which are the responsibility of the district, followed by province and NDOH for public sector, regional and corporate office for private sector. These levels of responsibility will be indicated by a tag at level six of the architecture during the uploading process.

**The table should contain columns with the following headings:**

- i. Measure number
- ii. Measure statement
- iii. Comment
- iv. Activity
- v. Responsible person
- vi. Timeframe
- vii. Status / result
- viii. Resources required

#### **4.7.2.4 Additional inspection reports**

These reports should contain all the details listed above in composite graphs and tables that demonstrate progress over time.

### **4.7.3 INTERNAL REPORTS**

#### **4.7.3.1 Quantitative Analysis Reports**

External data feeds

The internal analysis section of the database must be able to accommodate data feeds from external data sources, such as StatsSA, DHIS data, NHLS, eTR.net, Ideal Health Facility data etc.

Fully customizable drilldown to checklist level, to accommodate any number of Health Establishments in any geographical or organisational combination, or category of Health Establishments:

- i. National
- ii. Province
- iii. District
- iv. Sub-district
- v. Corporate office (Private sector)
- vi. Region (Private sector)
- vii. Public (to include category of hospital – central, tertiary, regional, district; and level of care – clinic, CHC, hospital)
- viii. Private
- ix. Health establishment
- x. Functional area
- xi. Functional area grouping
- xii. Domain

- xiii. Sub-domain
- xiv. Standard
- xv. Criterion
- xvi. Measure
- xvii. Checklist

### **4.7.3.2 Qualitative Analysis Reports**

The system must produce aggregated narrative reports to allow for qualitative analysis. The report must include the executive summary, summary of findings for each functional area standards and comments for each non-compliant measure and checklist item, accompanied by the measure / checklist question. These three levels of qualitative data must be extractable in any combination, e.g. all executive summary and or all summary of findings and or all measure comments etc. The summary of findings must be extractable as described in section 4.1.14 and 4.1.15 above.

This data must be extractable per health establishment or per group of health establishments with all filters as described in 4.8.3.1 above.

### **4.7.3.3 Comprehensive Health Establishment Reports**

This report must include all OHSC information regarding a single health establishment. This will include:

- i. All previous inspection reports
- ii. Most recent Annual Returns
- iii. All EWS data
- iv. All complaints by category

### **4.7.4 QUALITY CONTROL REPORTS**

Reporting category

- Specific reporting categories
- Reports by inspectors
- Inspector performance report – to look at the overall performance of an individual inspector during an inspection.

Report to provide comparative performance per inspector, e.g. number of compliant vs non-compliant scores for various functional areas within a single health establishment, time taken to complete each functional area, time taken to produce reports, number of functional areas completed. Reports to be accompanied by statistical analysis to indicate outliers and consistent deviation from the norm in the scoring of specific measures.

## **4.7.5 FEEDBACK MONITORING REPORTS**

- 4.7.5.1** Feedback Monitoring Report ensures that the OHSC adheres to the timelines as stipulated in the regulations e.g. built in system alerts.
- 4.7.5.2** The hierarchy of the report need to have: Province, District, Subdistrict, date of inspection (inspection week), preliminary report date, actual preliminary report date, variance, facility input date, final report date and name of team leader.
- 4.7.5.3** The report will need to calculate the 20 working days after the date of inspection but basing it the next Monday after inspection
- 4.7.5.4** For the preliminary reports that are due, the system should notify the team leader 5 days prior to the expiry date and also on the last day of issuing a report, notification via email
- 4.7.5.5** The system must calculate the variance in case the stipulated timelines are not complied with. System to calculate actual preliminary report date and preliminary report date for variance.
- 4.7.5.6** The system to have a color-coded legend, which will use Red and Green colors on the report. Green color to reflect compliance in terms of Health Establishments that were given reports within 20 working days post the date of inspection (inspection week). The red colour will reflect all the Health Establishments that were not given reports within 20 working days post the date of inspection (inspection week)
- 4.7.5.7** Provision to tracked and provide a summarized record of reports issued to health facilities.

## **4.7.6 Information Management and Early Warning System (EWS) REPORTS**

### **4.7.6.1 Information Management reports**

#### **Stage 1 – Information Management Reports**

- Ensure that the inspection data captured and entered in the IT system is accurate and valid.
- Suggested modifications to be applied.
- The system should have built-in data validation procedures and must produce a validation report following running of the automated validation processes to highlight the errors found and the changes that are to be made.

#### **Stage 2 – EWS Reports**

- Evaluate quality and safety
  - Evaluate risk
- i. The EWS Dashboard should include 24-hour indicators, specific inspection measures, Complaint data by category, Specific Indicators from Annual Returns data.

The EWS system should produce Health Establishment specific EWS dashboards to enable rapid identification of quality and safety issues including determination of risks presented by specific health establishments by comparison and drawing of trends.

ii. Database query reports

In addition to the standardised reports listed above, all system users should be able to generate customised reports using the following filters in any combination, which should allow for the selection of multiple options, access to these reports will be in accordance to the hierarchy and users will have access to reports that are relevant for their specific health establishments:

- i. National
- ii. Province
- iii. District
- iv. Sub-district
- v. Corporate office (Private sector)
- vi. Region (Private sector)
- vii. Public
- viii. Private
- ix. Health establishment
- x. Category of hospital (Central, Tertiary, Regional, District)
- xi. Level of care (hospital, CHC, Clinic)
- xii. Functional area
- xiii. Functional area grouping
- xiv. Domain
- xv. Sub-domain
- xvi. Standard
- xvii. Criterion
- xviii. Measure
- xix. Checklist aspect

The system should be able to generate graphical displays of performance, tables of performance data AND excel spreadsheets of data to allow for comparison of individual health establishments, sub-district, districts, provinces, regions or health care groups.

From the aggregate level graphs, it should be possible to identify outlying health establishments by means of dots on the graphs. Clicking on the dots should take the user to the inspection data for that health establishment.



Users should be able to save combinations of the filters to run repeat reports at a later date. The saved combination should be visible only under the user profile to which they have been saved.

#### **4.7.7 Certification and Enforcement Requirements**

The Certification and Enforcement section of the database must have the following functionality:

- 4.7.7.1** Establish and maintain a database of all health establishments and healthcare providers which fall under the Act, specifically regarding their status with respect to compliance.
- 4.7.7.2** Withdrawal of certification to be recorded in the register
- 4.7.7.3** The database must record identifying and classifying data, as well as specific data relating to the services offered by the health establishment, applicable norms and standards, and risk-related data.
- 4.7.7.4** The requirements of this section may be met by Tables linked to the Inspection tool and other systems whereby key data is extracted.
- 4.7.7.5** Information received by the Certification and Enforcement Directorate via email must be incorporated into the enforcement section.
- 4.7.7.6** Scheduling requirements (customizable reminders to be sent to relevant members of staff for each of these items)
  - a. Timelines for information to be submitted
  - b. Flags for outstanding information – alerts to be sent to health establishments and relevant OHSC staff
  - c. Flags for certification awards to expire
  - d. Certification meetings
  - e. Certification awards (must be sent out within 15 days of the issue of a final report)
- 4.7.7.7** Alert to be sent to certification division at the beginning of each quarter for the finalisation of panels for each certification meeting for the following quarter.
- 4.7.7.8** Once a certification decision has been made and recorded within the system, it must be possible to print the certificates from the system on the specialized certificate paper procured for this purpose.
- 4.7.7.9** System must accommodate digital signature using the hash function for verification.
- 4.7.7.10** All evidence submitted by health establishments relevant to the certification process must be stored in the system, attached to a folder for that specific health establishment.

**4.7.7.11** The certification database must produce reports reflecting the number of certified health establishments per province / district / national / region / category of health care establishment.

**4.7.7.12** The system must accommodate narrative report / comment incorporation.

#### **4.7.8 Certification reports**

**4.7.8.1** These reports are dependent on the certification algorithm and should include graphical and numerical representation of the data required for the certification decision.

**4.7.8.2** The certification algorithm must be incorporated into the database and applied to the final report for each health establishment.

**4.7.8.3** The report must display:

- Standards that were complied with per functional area and per health establishment.
- Standards which have not been complied with along with the timeframe for resolution of the identified breaches.
- Health establishment grading as per the compliance status framework.

#### **4.7.8.4 Enforcement process:**

4.7.8.4.1 Single folder with customisable sub-folders to contain all relevant enforcement information for each health establishment

4.7.8.4.2 Register / record for different enforcement actions taken against health establishments (serious breach of norms and standards; persistent non-compliance, withdrawal of certification, referred to NPA, awaiting court date, sent for appeal, etc.)

4.7.8.4.3 Register of health establishments undergoing the enforcement processes

#### **4.7.8.5 Enforcement report:**

4.7.8.5.1 List of standards which have not been complied with along with the timelines for resolution of the breach

4.7.8.5.2 History of compliance notices issued

4.7.8.5.3 Evidence submitted by health establishments in relation to the standards breached

4.7.8.5.4 EWS dashboard information

4.7.8.5.5 Indicators extracted from Annual returns data

4.7.8.5.6 Summary of complaints data

#### **4.7.8.6 Dashboard reports:**

4.7.8.6.1 Summary report of performance to demonstrate enforcement activities and actions taken in the previous quarter.

4.7.8.6.2 Information should be customizable for various purposes, e.g. health establishment details may be included for some purposes

#### **4.7.8.7 Analysis of certification and enforcement data:**

4.7.8.7.1 All analytical capabilities (qualitative and quantitative) listed for the inspection reports must also be available for the certification and enforcement reports.

4.7.8.7.2 The IT system should have fields where narratives or explanations will be incorporated. The system should provide a template with populated fields based inspections and where information will be added.

#### **4.7.9 Scheduling System for Inspections / OHSC Systems**

**Develop or integrate with products cover this area of functionality.**

**4.7.9.1** The system to be developed must allow for scheduling of inspections based on different OHSC system feeds and also leverage of electronic mapping (e.g.: google maps etc) to determine displacement when planning health establishment site inspections.

**4.7.9.2** Scheduled inspections will be planned on a calendaring or scheduling system, which must provide sufficient flexibility to insert unscheduled inspections or re-inspections into the Rota, without having to re-enter the remaining parts of the schedule

**4.7.9.3** The scheduling system should be integrated with the Knowledge Management System, to the extent that, it would only be necessary to enter a keyword or unique facility identifier, in order to populate the schedule for a particular facility and date. The schedule should reflect, at a minimum, the facility name, address (physical location of HE), province, district, sub-district, contact details, name of manager, preferred mode of communication, and distance from a specific point to another e.g. from one health facility to another.

**4.7.9.4** An interactive map overview window provides perspective as user work and the ability to zoom anywhere.

**4.7.9.5** Multi-layer map feature query tools allow direct interrogation of spatial locations.

All provinces -Layers and Physical location -System should have layers: Province, District, District labels, Sub-district, Sub-district labels, Health Establishments for public and Private labels, (Clinic, Community Day Centres, satellite Clinics, Community Health Centres, Health Posts-Hospitals -per category-Central Hospitals, Provincial

Tertiary, Regional Hospitals, District Hospitals and Specialized Hospitals. Layers of HE to be colour coded for each category Layer -Towns, townships, villages labels

- Layer for Hotels, Lodges etc.
- System should calculate/measure driving distance from one specific point to another, so that user can use information for planning.
- Integration of data with Inspection system, Annual Returns and EWS
- GPS Coordinates for all health establishment both public and private
- System to allow user to accurately ascertain one's position and planning and following a route.

**4.7.9.6** It should be possible to compare all the facilities listed for inspection in the scheduling system between given dates (e.g. four years), with those listed in the Knowledge Management System, to avoid any omissions after initial setup

**4.7.9.7** Maps and graphics can be copy/pasted or saved as pictures (with optional quality/resolution settings) for insertion into MS Office and other external applications

**4.7.9.8** Printing to any printer/paper size is supported

**4.7.9.9** GPS Coordinates for all HE -Public and Private Roads -Show roads e.g. national routes, provincial etc. tar, gravel, area mountainous etc.

**4.7.9.10** The scheduling system should also include the diaries of the members of the inspectorate, grouped into teams. The composition of each team can be altered by an authorized person. Selecting a team automatically selects the individual members of the team. The team leader should be identified as such.

**4.7.9.11** The number of business days should be set by an administrator-modifiable parameter.

**4.7.9.12** The scheduling system should provide a report of all facilities scheduled but not yet inspected.

**4.7.9.13** System to produce heat maps which will graphically represent data where the individual values contained in a matrix are represented as colors.

## **4.8 System interoperability / Integration**

### **4.8.1 System Interfaces**

This means that information can be shared electronically. However, an interface is required between inspections systems and other systems running within the OHSC to translate the data from the structure used by the sending system to the structure used by the receiving system.

In this case, the OHSC would be looking at the exchange or passing of electronic health information on self-inspections from NDOH portal to the OHSC systems, this is not limited to this interface. Hence the need to develop or adopt a set interface

standard that forms part of industry best practices would be beneficial for future system interfacing. The national standard is Health Level -7 (HL-7). The interface must support HL-7 V2.X and should also support V3.0. The exchange of data will probably be via a Web service, but other mechanisms should be supported.

System must be able to integrate with other applications running within the OHSC. Must be able to cater for Application Programming Interface.

#### **4.8.2 System Integration**

For the OHSC to have an integrated overview of its services, the information systems need to be integrated to allow for easy access of data. System should have capability to source data from various systems running within OHSC and create actionable intelligence.

The information exchange can be either push or pull based depending on the need. The application integration layer should provide a step by step process for the OHSC to integrate with the other systems APIs to enable their services.

#### **4.9 User profile management**

The current inspection system has users created using role base activities, the OHSC wants to standardize on Role-Based Access Control (RBAC) model based on a role concept on all systems. This defines the user's access to information based on activities that the user can perform in a system.

The role can represent the user responsibility, the competency to do a specific task and it can embody the authority of system users. The roles can be defined for different job functions with the system or organization.

#### **4.10 Support and Maintenance**

The support and maintenance are the crucial stages to ensure that OHSC systems are well maintained and are always operational. The duration of support and maintenance will be for thirty-six (36) months.

Bidders shall submit a Maintenance and Support Plan. Proposal must include, but is not limited to, the following;

#### **4.10.1 Technical Support and Maintenance criteria**

- 4.10.1.1 Provide technical and functional support.
- 4.10.1.2 Provision for system enhancements (developer or user based)
- 4.10.1.3 Notify IT of changes and upgrades
- 4.10.1.4 Perform diagnostics on software and services
- 4.10.1.5 Perform routine system management on applications
- 4.10.1.6 Recommend DBMS tuning changes and provide maintenance
- 4.10.1.7 Provide and approve release packaging of software changes
- 4.10.1.8 Assist help desk with coordination of user support activities
- 4.10.1.9 Respond to escalated trouble ticket items in accordance with established procedures.
- 4.10.1.10 Follow OHSC change management procedures associated with maintenance and support

#### **4.10.2 Service Levels and performance targets**

This section outlines the organization's expectations for Service Level Agreements and Performance Targets. In responding to this RFP, you should provide details of how you manage SLAs and Performance Targets in existing managed service engagements and how you would adapt to the expectations of OHSC. It is required that the service provider makes provision for a system that allows the OHSC to log calls and track progress online. Preferably a cloud-based solution to be considered as part of solution.

The OHSC has been piloting the currently developed system and based on this the support and maintenance hours allocated on the initial contract has been 60 hours per month.

It is envisaged that we will require minimum of 120 hours per month for support and maintenance. The bidder must allow for these support hours to be accumulative meaning: if the OHSC has not used hours in current month it can be carried forward to next month.

The need to support health establishment nationally using remote connections is necessary as part of operations. Therefore, the potential bidder must make provision for a tool/software that will allow for remote access.

The successful bidder will need to provide a specialist team for development of detailed specifications for each aspect of the work outlined in this document. the team provided should have experience of database development and management systems and demonstrate a clear understanding of the requirements set out in this document.

The bidder must provide detailed information about the quality control systems employed to ensure that the products released to the client have been thoroughly debugged prior to the user testing phase.

#### 4.10.3 Priority Levels for Service Requests

OHSC uses the following guidelines to prioritize customer requests and strives to begin working on the reported issue or problem within the target timeframe. Actual response times may be shorter or longer depending on the volume of requests at any given time.

It should be noted that "response times" are not necessarily "resolution times". The time it takes to resolve each problem will be dependent on the nature and its magnitude.

PRIORITY	DEFINITION	RESPONSE TIME What is expected here?	Acknowledgement time	Resolution time
Very High	An issue affects the use of the software across the installation base of the application(s). The application is completely down or inoperable	Within 1 business hours	Acknowledging of call within the first hour of the 30 minutes of response time.	4 hours
High	An issue with no known work around, affects a group of users and is critical to be addressed immediately	Within 4 business hours	Acknowledging of call within the first 2 hour of the 4 hours of response time.	8 hours (within 1 working day.)
Medium	An issue with a known work around, affects a single user and is not critical to be addressed immediately	Within 8 business hours	Acknowledging of call within the first 4 hour of the 8 hours of response time.	16 hours (2 days)

Low	A change request or enhancement that does not need immediate attention but is important to improve the client's experience	Within 16 hours (2 working days)	Acknowledging of call within the first 8 hours of the 16 hours of response time.	32 hours (4 days)
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#### 4.11 System Security

The information contained within this database will be highly sensitive and must be protected to the highest level of safety available, e.g. bank security encryption levels. As far as possible, the database must be impervious to external attack (hacking).

There are two international security standards that must be used in combination with one another to address the protection of sensitive health information, ISO 27001, which establishes information security management system requirements, and ISO 27799, which is a set of best practices specifically created for dealing with health data.

Data integrity is likewise of paramount importance and the database must be protected against degradation of the data.

The system must meet specific requirements in the areas listed below:

- 4.11.1 Information /data security to allow for changes in technology and business needs,
- 4.11.2 Authentication
- 4.11.3 User/Role/ Management
- 4.11.4 Monitoring - build a complete audit trail of all activities and operations using log reports.
- 4.11.5 Performance requirements
- 4.11.6 Security system requirements

#### 4.12 Software ownership

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



#### 4.13 Training and Skill Transfer of Knowledge Requirements

Formal trainings shall be a part of this contract. Bidders shall provide training on all new and updated software. In addition, bidders shall provide system configuration and related training for those who will be providing ongoing technical support. On-site training is required. Bidders would have to develop and maintain training and user guide manuals.

#### 4.14 General Conditions

All reporting data should be exportable to Word, PDF, Excel or PowerPoint.

- i. The appointed service provider will be expected to produce ad-hoc reports and run database queries using external tools to support business users as needed.
- ii. Such ad-hoc reports and database queries will be considered as service requests and not change requests.
- iii. The potential service provider will be expected to provide resources familiar with the query and database tools in use at OHSC and to provide expertise in this area.

Provision should be made to pilot these reports and obtain feed-back from all stakeholders to ensure they are effective and efficient before finalization.

### 5 TECHNICAL / FUNCTIONAL EVALUATION CRITERIA

ASSESSMENT	DESCRIPTION	SCORE
Excellent	Exceeds the required standard Response answers the question with precision and relevance. Includes improvement through innovation and added value	5
Good	Meets the standard required Comprehensive response in terms of detail and relevance to the question	4
Acceptable	Meets the required standard in most aspects but fails in some areas. Acceptable level of details, accuracy and relevance	3
Limited	Fails the required standard in most aspects but meet some. Limited information / inadequate/only partially addresses the question	2
Inadequate	Significantly fails to meet the required standard. Inadequate detail provided / questions not answered/answers not directly relevant to the question	1
Not Eligible for the consideration	Completely fails to meet the required standard. Response significantly deficient	0

**5.1 Technical / Functionality Evaluation**

Bids will be evaluated in accordance with the following technical criteria:

NO	QUALIFYING CRITERIA FOR SHORT LISTING	WEIGHT
5.1	Company Background	
	The bidder must demonstrate a minimum of five (5) years' knowledge and experience in the development and management of databases and health information systems.	
	Company meets all requirements = 5  Company does not meet all requirements = 0	5
5.2.	Relevant Experience	
	<p>Previous experience of the tenderer needs to be assessed in relation to the fields of expertise required to achieve the intended outcomes of the project. Recent experience is more valuable than historic experience. Experience and knowledge in public health and standards development will be an added advantage.</p> <p>The company's previous experience in technical areas comparable to the tendered project, the scale of past projects and the role undertaken within those projects should be considered.</p> <p>Information required must include a list of relevant projects undertaken and for each project provided:</p> <ul style="list-style-type: none"> <li>• description and relevance to the tendered project</li> <li>• role of the tenderer</li> <li>• project cost</li> <li>• duration of project</li> <li>• primary contact at the company</li> <li>• company structure/organogram, number of employees and employee designation.</li> </ul> <p>The bidder must have successfully developed, implemented, supported, managed databases and health information systems over the last 5 years.</p> <p>Please attach summary of projects (project description, role of company, project cost, duration of project and contactable references)</p>	
	Company has successfully delivered multiple similar, large scale project as evidenced by good references provided by each client who has received these services within the previous 5 years = 5  Company has successfully delivered one large project only as evidenced by good references provided by the client	5

NO	QUALIFYING CRITERIA FOR SHORT LISTING	WEIGHT
	<p>who has received these services within the previous 5 years = 4</p> <p>Company has similar experience in one project only or small-scale projects only within the previous 5 years= 3</p> <p>Company has experience limited experience = 2</p> <p>Company has no relevant experience = 1</p> <p>Company has provided no information = 0</p>	
5.3	Technical Skills	
	<p>The competence of key management, professional and technical personnel that the tenderer proposes to employ on the project needs to be assessed with emphasis on the skills and experience in technical areas comparable to the project.</p> <p>Company to provide qualifications (role in project, technical expertise and their CV's) years previous experience in development, management of databases &amp; health information systems and ability to train OHSC internal staff on database, data analysis and report generation</p>	
5.3.1	<p>Company has provided qualifications (role in project, technical expertise and their CV's) more than 5 years previous experience in development, management of databases &amp; health information systems and ability to train OHSC internal staff on database, data analysis and report generation = 5</p> <p>Company has provided qualifications (role in project, technical expertise and their CV's) 4 years previous experience in development, management of databases &amp; health information systems and ability to train OHSC internal staff on database, data analysis and report generation = 4</p> <p>Company has provided qualifications (role in project, technical expertise and their CV's) 3 years previous experience in development, management of databases &amp; health information systems and ability to train OHSC internal staff on database, data analysis and report generation = 3</p> <p>Company has provided qualifications (role in project, technical expertise and their CV's) 2 years previous experience in development, management of databases &amp; health information systems and ability to train OHSC</p>	5

NO	QUALIFYING CRITERIA FOR SHORT LISTING	WEIGHT
	<p>internal staff on database, data analysis and report generation = 2</p> <p>Company has provided qualifications (role in project, technical expertise and their CV's) 1 year previous experience in development, management of databases &amp; health information systems and ability to train OHSC internal staff on database, data analysis and report generation = 1</p> <p>Company has provided no information = 0</p>	
5.3.2	<p>Provision of a Human Resource Plan (HRP) showing the resources to be deployed on project.</p> <p>HRP exceeds OHSC requirements = 5  HRP will meet OHSC requirements = 3  HRP will not meet OHSC requirements = 1</p>	5
5.3.3	<p>Provision of resource requirements /qualifications on project having the following skills. (technical matrix with CV's).</p> <p>I. Project Manager  II. System Analysis  III. Senior PHP/Java programming  IV. Database Administrator RDMS - MSSQL</p> <p>Company meets 4 out 4 requirements = 5  Company meets 3 out 4 requirements = 4  Company meets 2 out 4 requirements = 3  Company meets 1 out 4 requirements = 2  Company does not meet requirements = 0</p>	5
5.4	Bidder Capacity to deliver.	
	Ability of bidder to deliver solution aligning with the scope/deliverables as per terms of reference.	
	<p>The bidder must indicate how the solution delivers alignment to the scope. The solution must provide all of the following as per TOR.</p> <p>4.1 System to upload inspection tools.  4.2 Enhancements to Inspection Tool (IT)  4.3 Additional inspections  4.4 Printing of the inspection tool  4.5 Early Warning Systems  4.6 Self-Assessment Tool  4.7 Development of systems reports  4.8 Scheduling System for Inspections / OHSC Systems  4.9 System interoperability</p>	45

NO	QUALIFYING CRITERIA FOR SHORT LISTING	WEIGHT
	4.10 User profile management 4.11 Support and Maintenance 4.12 System Security 4.13 Software ownership 4.14 Training and Skill Transfer of Knowledge Requirements Company meets all requirements = 5  Company does not meet all requirements = 0	
5.5	Approach and Methodology	
	The tenderer should be able to demonstrate its capability to bring the contract to a satisfactory conclusion by describing the methodology of approach to accomplish the project's required outcomes. The project plan should include the following: I. scope of work II. system development III. system testing IV. system implementation V. quality plan	
	Company meets 5 out of 5 requirements = 5 Company meets 4 out 5 requirements = 4 Company meets 3 out 5 requirements = 3 Company meets 2 out 5 requirements = 2 Company meets 1 out 5 requirements = 1 Company does not meet requirements = 0	15
5.6	Support & Maintenance	
q	Ability of bidder to deliver support maintenance as detailed in the terms of reference under section 4.10 including the following areas: a) Technical Support & Maintenance criteria b) Service Levels and performance targets c) Priority Levels for Requests	
	The bidder must provide a plan for support & maintenance over the period of 3 years which needs to address the following key areas.  I. Technical Support & Maintenance criteria II. Service Levels and performance targets III. Priority Levels for Requests Plan exceeds OHSC requirements = 5 Plan will meet OHSC requirements = 3 Plan will not meet OHSC requirements = 1	15

NO	QUALIFYING CRITERIA FOR SHORT LISTING	WEIGHT
	<b>Total</b>	<b>100</b>

Proposals that score at least 70 points or more (minimum of 70%) on technical / functionality evaluation criterion above evaluation will qualify for next phase of the proposal which is pricing. Bidders scoring less than 70% will not be eligible to advance to the pricing stage and will thus be eliminated.

## 6. PRESENTATION EVALUATION CRITERIA

Only proposals that passed functional evaluation will be invited for presentation by the Evaluation Committee in order to demonstrate the capability to provide the required service.

No.	Evaluation Criteria Applicable	Scoring	Weight
1	<p>What system development solutions that your company have implemented in the last 24 months using the proposed technology platforms for the OHSC?</p> <p>a. What was the scope/size of the project?</p> <p>b. What challenges did you encounter?</p> <p>c. how did you solve these challenges</p> <p>d. What QA plans</p>	<p><i>Company lacks the experience to implement the proposed solution = 0</i></p> <p><i>Company demonstrated limited experience to implement the proposed solution = 1</i></p> <p><i>Company has implemented similar solutions successfully = 3</i></p> <p><i>Company has implemented similar solutions successfully with comprehensive QA plans = 4</i></p> <p><i>Company has demonstrated extensive experience in successfully implementing similar solutions = 5</i></p>	15
2	<p>Presentation of proposed solution as per TOR's.</p> <p>4.1 System to upload inspection tools.</p> <p>4.2 Enhancements to Inspection Tool (IT)</p> <p>4.3 Additional inspections</p> <p>4.4 Printing of the inspection tool</p> <p>4.5 Early Warning Systems</p> <p>4.6 Self-Assessment Tool</p> <p>4.7 Development of systems reports</p> <p>4.8 Scheduling System for Inspections / OHSC Systems</p> <p>4.9 System interoperability</p> <p>4.10 User profile management</p> <p>4.11 Support and Maintenance</p> <p>4.12 System Security</p> <p>4.13 Software ownership</p> <p>4.14 Training and Skill Transfer of Knowledge Requirements.</p>	<p>Company meets all requirements - 5</p> <p>Company does not meet all requirements – 0</p>	45
3	<p>Presentation for SLA over a period of three years.</p>	<p><i>Managed services does not meet the requirements = 0.</i></p> <p><i>Managed services partially meet the requirements = 1.</i></p>	20

		<i>Managed services meet the requirements = 3</i> <i>Managed services clearly exceeds the requirements = 5</i>	
4	Presentation of proposed system security to be provided.	Company meets security requirements - 5  Company does not meet security requirements – 0	20
	<b>Total</b>		<b>100</b>

Bidders who score 70 points (70% threshold) will be considered for the final phase (Price and B-BBEE status level contribution). Bidders who score less than 70 points out of 100 points (70% threshold) will not be considered for the final phase and will thus be eliminated.

## 7. SUBMISSION OF PROPOSALS

- 7.1. All proposals are to be sealed. No open proposals will be accepted.
- 7.2. All proposals are to be clearly marked with the RFP number and the name of the tenderer on the outside of the main package. Proposals must consist of two parts, each of which is placed in a **separate sealed package** clearly marked:  
**PART 1:** Technical Proposal: RFP No.:  
**PART 2:** Pricing Proposal, B-BBEE and other Mandatory Documentation No.:
- 7.3. Bidders can submit as sole bidder or as a consortium.
- 7.3.1. In case of Consortium Bids one other one of them would act as Lead Bidder and remaining entities would act as consortium members.
- 7.3.2. Consortium bid needs to submit Consortium agreement which shall articulate the terms of agreement laid among the entities of the consortium.
- 7.3.3. The Lead bidder shall be responsible and jointly & severally liable under this RFP for:
- The delivery of products & services
  - Meeting the SLAs
  - Successful completion of this entire Project
- 7.3.4. Any proposal received after the closing date and time for submission will not be considered;
- 7.3.5. No faxed or emailed tender document will be considered;



7.3.6. Enquiries regarding the bid may be directed to Ms P Kgwele at (012) 942 7812 or [pkgwele@ohsc.org.za](mailto:pkgwele@ohsc.org.za).

## **8. OHSC RESERVES THE RIGHT TO**

- 8.1 Extend the closing date;
- 8.2 Appoint one or more service providers, separately or jointly (whether or not they submitted a joint proposal);
- 8.3 Award this RFP as a whole or in part;
- 8.4 Cancel or withdraw this RFP as a whole or in part.

### **ii. EVALUATION PROCESS**

#### **Evaluation of proposals**

All proposals will be evaluated by an evaluation team for functionality, price and B-BBEE. Based on the results of the evaluation process and upon successful negotiations, the OHSC will approve the awarding of the contract to successful tenderer/s. A four stage evaluation process will be followed.

#### **Stage 1 – administrative evaluation**

A paper-based evaluation will be carried out on all bids received and if the under mentioned documentation is not signed and/or attached such a bid will be eliminated from further evaluation.

- Valid tax clearance certificate
- Proof of central supplier database (CSD) registration.

#### **Stage 2- Technical / Functional evaluation.**

#### **Stage 3 – Presentation phase of only shortlisted bidders**

#### **Stage 4 - Evaluation of price and B-BBEE status.**

Pricing Proposals will only be considered after functionality phase has been adjudicated and accepted.

Only proposals that achieved the specified minimum qualification scores for functionality will be evaluated further using the preference points system.

#### **Preference points system**

The 80/20 preference point system will be used where 80 points will be dedicated to price and 20 points to B-BBEE status.

### **iii. PRICING**

- 10.1 Pricing proposal must be cross-referenced to the sections in the Technical Proposal refer to pricing schedule template Annexure C, C1 and C2. Any options offered must be clearly labelled.
- 10.2 Separate pricing must be provided for each option offered to ensure that pricing comparisons are clear and unambiguous.
- 10.3 The bidder must provide a pricing schedule linked to all the proposed tasks to be undertaken, together with any other costs. The pricing schedule must also indicate the hourly rate of each team member/s that will be involved in the project.
- 10.4 The bidder must clearly indicate the total cost inclusive of VAT for each year.
- 10.5 All pricing must be quoted in South African Rand (ZAR), including VAT.
- 10.6 The pricing should list all costs, fees and taxes associated with the project, and must remain valid for a period of 90 (ninety) days after the closing date of the tender submission.

## **Annexure C: Pricing Schedule Template**

Item No.	Project Description	Total estimated hours	TOTAL development, support and maintenance cost (R) excl. VAT (all resources included)
1.	System to upload inspection tools.		
2.	Enhancements to Inspection Tool (IT)		
3.	Additional inspections		
4.	Printing of the inspection tool		
5.	Early Warning Systems		
6.	Self-Assessment Tool		
7.	Development of systems reports		
8.	Scheduling System for Inspections / OHSC Systems		
9.	System interoperability / Integration		
10.	User profile management		
11.	Support and Maintenance		
	<i>Support &amp; Maintenance Year 1</i>		
	<i>Support &amp; Maintenance Year 2</i>		
	<i>Support &amp; Maintenance Year 3</i>		
12.	System Security		
13.	Software Ownership		
14.	Training and Skill Transfer of Knowledge Requirements		
15.	Other (please specify)		
	Other (please specify)		
	Other (please specify)		
	<b>SUB-TOTAL excl. VAT</b>		
	<b>Add 15% VAT</b>		

	<b>TOTAL</b>	
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## **Annexure C1: Resources to be deployed on Project.**

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

<b>No</b>	<b>Description of Skill</b>	<b>Hourly Rate (Rands)</b>
1	Project Manager	
2	System Analysis	
3	Senior Programmer PHP/Java	
4	Junior Programmer PHP/Java	
5	Senior Database Administrator RDMS - MSSQL	
6	Junior Database Administrator RDMS - MSSQL	
	Other specify	
	Other specify	
	Other specify	

## Annexure C2: Resources Allocated and Total hours per section of development

Item No.	Project Description	Staff to be allocated to each section of development.	Total estimated hours of development.
1.	System to upload inspection tools.		
2.	Enhancements to Inspection Tool (IT)		
3.	Additional inspections		
4.	Printing of the inspection tool		
5.	Early Warning Systems		
6.	Self-Assessment Tool		
7.	Development of systems reports		
8.	Scheduling System for Inspections / OHSC Systems		
9.	System interoperability / Integration		
10.	User profile management		
11.	Support and Maintenance		
	<i>Support &amp; Maintenance Year 1</i>		
	<i>Support &amp; Maintenance Year 2</i>		
	<i>Support &amp; Maintenance Year 3</i>		
12.	System Security		
13.	Software Ownership		
14.	Training and Skill Transfer of Knowledge Requirements		

**development**