INVITATION TO TENDER : PH022/002

SUBJECT: Platinum Health Medical Scheme (PHMS) External Audit services

Please note: Compulsory tender briefing session to be held on the **23rd of May 2022 at 12:00pm** at Platinum Health Medical Scheme Office's at 32 Ross Street, Fourways Golf Park, Second Floor Selbourne Building

Meeting attendance confirmation to be sent to luise.scholtz@platinumhealth.co.za on or before 14:00 Thursday 19 May 2022 @ 14:00

Platinum Health Medical Scheme (PHMS) hereby requests all suitable external audit service providers to submit a bid for the external audit services of the PHMS and related entities. The scope document can be found on our website www.platinumhealth.co.za/tender/ExternalAudit.

All bidders to kindly note that there will be a compulsory tender briefing session to be held on the 23rd of May 2022 at 12:00pm at Platinum Health Medical Scheme Office's at 32 Ross Street, Fourways Golf Park, Second Floor Selbourne Building. Should you have an queries or questions of clarity please forward those to luise.scholtz@platinumhealth.co.za no later than the 26th of May 2022.

All tender documents need to be submitted as per the proposal by no later than 10am on the 3rd of June 2022.

Short listed companies will be invited for a comprehensive presentation.

Yours Faithfully,
Platinum Health Supply Chain

PH022/002

CONTACT PERSON:
Luise Scholtz
luise.scholtz@platinumhealth.co.za

SCOPE OF WORK

TERMS OF REFERENCE FOR THE PROVISION OF OUTSOURCED EXTERNAL AUDIT SERVICES FOR PLATINUM HEALTH MEDICAL SCHEME

Platinum Health Medical Scheme would like to invite suitably qualified external audit firms to apply for the provision of outsourced external audit services for the allowable period as per the Mandatory Audit Firm Rotation rule issued by IRBA. The service provider of external audit services is reappointed at the annual general meeting each year by the members of the Scheme.

1. BACKGROUND

Platinum Health operates as a Health Maintenance Organisation (HMO) which renders relevant health services to its beneficiaries. The Platinum Health HMO operates an integrated healthcare model which consists of Platinum Health Medical Scheme (PHMS) and RA Gilbert (Pty) Ltd, a pharmacy group, which is a wholly owned subsidiary of PHMS.

The PHMS is a self-administered non-profit restricted Medical Scheme registered in terms of the Medical Schemes Act 131 of 1998 (the Act), as amended. Currently the Scheme has approximately 99 000 beneficiaries.

1.1 BUSINESS MODEL

The Platinum Health HMO delivery system is a fully-fledged Staff Model Health Maintenance Organisation, which delivers services spanning three broad components:

- Health Services - including primary, secondary, and tertiary healthcare, dentistry, mental health, physiotherapy, and optometry in accordance with medical scheme benefits, HIV/AIDS management, chronic disease management, medical scheme administration, case management and client liaison.
- Work Based Health Services (WBHS) - including occupational healthcare (medical surveillance), rehabilitation and functional assessment, trauma (casualty), emergency medical services, workplace wellness programs (VCT, preventative and promotive campaigns).

RA Gilbert (Pty) Ltd

- Pharmaceutical Services – operates 7 pharmacies and has 4 dispensaries under the supervision of the pharmacies.

The model can manage large volumes of patients as primary healthcare forms the basis of the service delivery model. Cost efficiency is optimized through maximizing the use of staff, information systems and infrastructure to render both health services as well as work-based health services.
Platinum Health has an exemption from the HPCSA to employ health professionals. Health services are supported by finance, administration, IT, HR, and client liaison.

1.2 PLATINUM HEALTH PRINCIPLES

At the outset, it was determined that the Staff Model Health Maintenance Organization comprised three interdependent components:

- Management of the model
- Funding the cost of the services and benefits
- Rendering the services

It was also identified that the key to the successful management of these interdependent components was the application of an effective management information system.

1.3 PLATINUM HEALTH INTEGRATED HEALTH CARE MODEL

PHMS provides conventional medical scheme services to its members and dependents through its own in-house and externally contracted facilities.

It also provides work-based health services (WBHS) to the funders. Therefore, chronic disease management within occupational healthcare, rehabilitation, trauma services (casualty), emergency medical services, primary healthcare as well as wellness is provided to both employers/employees as well as medical scheme members.

RA Gilbert (Pty) Ltd provides pharmaceutical services to the funder. Drugs, medicine, surgical as well as HIV and pregnancy test kits are provided to both employers/employees as well as medical scheme members.

PHMS provides health services to the funders. General practitioners, mental health/EAP and hospitalization is provided to both employers/employees as well as medical scheme members. Furthermore, PHMS provides Finance, HR, and IT support to RA Gilbert (Pty) Ltd.

PHMS integrates the management and application of systems to provide a holistic and seamless process of healthcare delivery.

4. PLATINUM HEALTH HMO CLIENTS INCLUDE BUT ARE NOT LIMITED TO:

- Anglo Platinum - scheme membership and WBHS
- Anglo American Global Shared Services - scheme membership
- Royal Bafokeng Platinum - scheme membership and WBHS
- Northam Platinum - scheme membership and WBHS
- Siyanda Platinum - scheme membership and WBHS
- Modikwa Platinum - scheme membership and WBHS
- Two Rivers Platinum - scheme membership
- Dwarsrivier Chrome Mine - scheme membership
- Platinum Group Metals - scheme membership and WBHS
- SAN Contracting - scheme membership and WBHS

1.5 LOCATION OF FACILITIES

Most mines are in remote areas where accessibility to private healthcare is very limited. Usually, employees live on mine premises or in surrounding communities where transport is not readily available, especially after hours. The mine hospitals and clinics were upgraded to world class standards and services were extended to provide comprehensive services to members and their dependents', thus ensuring healthcare is accessible.

1.6 SERVICES

The services provided at each of these facilities range from hospital-based services to sick bays, clinics, trauma services and occupational health services. Europ Assistance provides the EMS service. Pharmacies and/or the medicine dispensaries are located at all operations. RA Gilbert (Pty) Ltd has invested in an extensive pharmaceutical network. There are currently seven registered pharmacies with smaller dispensing units wherever the issuing of medicine is required.
Outsourced services are managed through designated service provider arrangements, which are closely monitored and managed. Patient transport is provided for all patients that require to be transported to specialist designated service providers and hospitals.

The occupational health services provided by PHMS include the following:

- Focused management of the occupational health centre and occupational health issues in a variety of operations, including conventional mining, mechanized mining, opencast mining, metallurgical crushing, milling, flotation, smelting and refining.
- occupational medical experience with issues including ergo-dynamics, noise-induced hearing loss, first aid training, disability management, functional and physical work capacity assessment, emergency service dispatchers, paramedics, patient transport, routine medical examinations, occupational nickel, and platinum salt exposures.
- the occupational health offers an occupational medical surveillance programme for healthcare workers, including hepatitis B and tuberculosis surveillance.
- the occupational health centre has capacity to accommodate 350 to 400 per day.
- a Voluntary Counselling and Testing is integrated into the routine medical surveillance.
- the x-ray systems are completely digital, and all records are stored in a secure digital system.
- the rehabilitation and functional assessment centre assist in establishing employees' individual ability to perform work safely and productively in a scientific, fair, and reproducible manner. The centre is also valuable in the rehabilitation process of employees in conjunction with well qualified physiotherapists and occupational therapists; and
- the diagnostic audiology service offers a comprehensive range of testing, is staffed by DSP audiologists, and supported by bi-weekly ENT specialist visits, which perform the necessary assessments for severe noise–induced hearing loss cases.

PHMS offers a comprehensive Wellness Programme for the management of HIV/AIDS in line with the SA HIV Clinician Society guidelines. The HIV prevalence rate in the mining industry is estimated to be 22% and therefore treatment of HIV infected patients is of utmost importance.

1.7. ADMINISTRATION AND SYSTEMS

1.7.1 Methodology of contracting with providers

PHMS operates in the Rustenburg, Thabazimbi and Eastern Limb (Mokopane, Polokwane, Burgersfort and Mashishing) region. Comprehensive service delivery networks have been established in these regions. Where it is not economically viable to employ people, designated service providers are contracted. Some service providers are contracted on a fixed fee basis, whilst others are contracted on an hourly basis. Other designated service providers are contracted on a fee-for-services basis whilst pathologists and radiologists are contracted on a discounted fee-for-service basis.

1.7.2 Member Identification

PHMS utilises Biometric Fingerprint Scanning as a method of identification of members and dependents at own facilities. Medical scheme cards are also issued to members as well as dependents to ensure that they can identify themselves when accessing healthcare outside the PHMS service delivery network.

1.7.3 Fraud prevention and detection

The identity of patients is always checked, and systems are sufficiently integrated to prevent fraudulent access to services.

1.7.4 Information Technology

Software in use:

- Computer Kit Solutions (CKS) – Retail pharmacy dispensing system
  - This is rated as one of the top three systems for retail pharmacies in South Africa

- QMed – Doctor's practice management system (electronic patient file)
    - The Occupational Health module is totally integrated and paperless
    - It provides control over patient records, and patient data is secure
- SAP Business One – Financial System
- SCubed – HR and Payroll administration, which is outsourced to SCubed, and which includes an integrated time and attendance module supported by Netrec through SCubed
- Sequel Database – This runs the PHMS Administration System (PHMAS)

1.7.5 Information technology networking and hardware

PHMS HMO utilizes the Gijima SA Holdings (Pty) Ltd wide area network and local area network.

1.8 LOCATION OF ADMINISTRATION OFFICE

While the 534 permanent personnel are spread throughout the operations, all processes are centrally activated and controlled at the Mabe Park, Rustenburg offices.

2. STRATEGY

PHMS strategy is centred on four key objectives:

- Providing appropriate healthcare of high quality through an integrated health care delivery model
- Continuously exploring opportunities to optimize efficiencies and to provide affordable and sustainable health care
- Pursuing growth through service excellence
- Keeping abreast of legislative change to ensure that the management and provision of healthcare services is optimally positioned to benefit stakeholders

3. OBJECTIVES OF THE EXTERNAL AUDIT FUNCTION

The objective of this bid is to appoint a suitable, independent External Audit Service Provider that can provide and maintain an appropriate external audit service for the PHMS Group and for the Audit Committee (AC) of the Board of Trustees of PHMS.

The external audit function should assist PHMS to enhance the degree of confidence of the intended users in the financial statements by expression of an opinion by the auditors on whether the financial statements are prepared in all material respects in accordance with the applicable financial reporting framework.

One of the objectives of the external audit function is to assist the Audit Committee, and through it the Board of Trustees and management, in the effective discharge of their responsibilities, through the promotion of effective external and internal controls as well as compliance with the provisions of the Medical Schemes Act 131 of 1998. This is accomplished through furnishing them with analyses, appraisals, recommendations, counsel, and information concerning the activities that have been reviewed as well as regular follow-ups. Other objectives/standards/controls of the external audit function, which are subject to an evaluation, are to review the following:

- External and internal control processes.
- The information systems environment.
- The reliability and integrity of financial and operational information.
- The effectiveness of operations.
- Compliance with policies, regulations, and contracts.
- The safeguarding of assets.
- The economical and efficient use of resources; and
- Compliance with laws, regulations, and controls.

4. ORGANISATIONAL STATUS OF THE EXTERNAL AUDIT FUNCTION

The External Audit Service Provider will report to the Board of Trustees and the Audit Committee of the Scheme and will help to promote and ensure the following:

- The independence of the External Audit Service Function.
- Adequate consideration of audit reports; and
- The implementation of audit recommendations.

5. SCOPE OF SERVICES OF THE EXTERNAL AUDIT FUNCTION

The scope of the external audit function entails evaluating the adequacy and effectiveness of the scheme's systems of external and internal controls. This includes:

- The external audit function must, in consultation with the Audit Committee, prepare:
  - An annual External Audit Plan.
  - plans indicating the scope, cost, and timeline of the audit; and
  - audit reports directed to Board of Trustees and Audit Committee detailing the outcome of the audit and recommendations to allow effective monitoring and intervention, when necessary.
- It must co-ordinate with internal providers of assurance to ensure proper coverage and minimal duplication of effort.
- The external audit function must assist management in evaluating controls and developing recommendations for enhancement or improvement of controls that are ineffective.
- It must assist management in achieving the objectives of the Board of Trustees by evaluating and developing recommendations for the enhancement or improvement of the processes through which:
  - Objectives and values are established and communicated.
  - the accomplishment of objectives is monitored.
  - accountability is ensured.
  -
  - corporate values are preserved.
  - the adequacy and effectiveness of the system of internal control are reviewed and appraised.
  - the relevance, reliability and integrity of management, financial and operating data and reports are appraised.
  - systems established to ensure compliance with policies, plans, procedures, statutory requirements, and regulations, which could have a significant impact on operations, are reviewed.

- the means of safeguarding assets are reviewed and deemed as appropriate in verifying the existence of such assets.
- the economy, efficiency and effectiveness with which resources are employed are appraised.
- the results of operations or programmes are reviewed to ascertain whether they are consistent with the Board of Trustees established objectives and goals and whether the operations or programmes are being carried out as planned; and
- the adequacy of established systems and procedures are assessed.

- The audits scope that will need to be considered at PHMS are, among others:
  - Reviewing the reliability and integrity of financial and operational information.
  - reviewing the IT security and general systems processes; and
  - reviewing the systems established by management to ensure compliance with applicable policies, plans procedures and Acts, and to determine whether the organization complies.

6. CONDUCTING OF AUDIT

6.1 COMPLIANCE WITH STANDARDS

Audits must be performed in accordance with the Service Provider's External Audit procedures in compliance with the standards set by the Independent Regulatory Board for Auditors, in accordance with the Auditing Profession Act of 2005 and in compliance with the South Africa Institute of Chartered Accountants. The audit should at least consist of the following:

- Audit preparation (including audit planning memorandum)
- preliminary survey.
- review of external and internal controls.
- audit programs and testing.
- preparation of findings and recommendations, including the follow-up on matters previously reported.
- obtaining management representations; and
- reporting.

6.2 TIMING OF AUDIT

The External Audit Plan shall be presented to and agreed by the Audit Committee before the commencement of any work. The final responsibility for approving the scope, extent, and timing of the work to be carried out resides with the Audit Committee. The timing of the work needs to consider the nature of the work, the reliance on such work by management and other internal service providers and the deadlines pertaining to the year end of the Scheme.

6.3 QUALITY ASSURANCE REVIEWS OF THE WORK

The External Audit Service Provider shall ensure that all work conforms to the International Standards on Auditing. This may require that such work be subjected to internal quality assurance, as may be considered necessary. Firms must ensure that quality review processes are in place and that quality reviews are executed. The results of quality review procedures pertaining to the work carried out on the Scheme or by members of the External Audit team shall be tabled as part of the reporting to the Audit Committee.

6.4 MONITORING THE PROGRESS OF AUDITS OR PRELIMINARY WORK

The External Audit Service Provider shall be invited to each to table a report on progress with audits or any other preliminary work progress and to report significant findings, recommendations for improvements and follow up of previous reports at each of the scheduled Audit Committee meetings.

6.5 INDEPENDENCE AND OBJECTIVITY OF STAFF

In carrying out the work, the External Audit Service Provider must ensure that their staff members maintain objectivity by remaining independent of the activities they audit.

6.6 REPORTING ON AUDIT RESULTS

The draft report(s) on findings and recommendations should be sent to management for their consideration and comments. The External Audit Service Provider shall meet with designated members of management to discuss the findings and obtain written responses to the recommendations together with implementation dates. These shall be incorporated into the final report which shall be issued to management, the Audit Committee, and the Chairman of the Board of Trustees. The structure of the reports shall be agreed upon with management and the Chairman of the Audit Committee.

6.7 FRAUD AND IRREGULARITIES

In planning and conducting its work, the External Audit Service Provider should seek to identify serious defects in the internal controls which might result in possible malpractices. Any such defects must be reported immediately to the Board of Trustees and Audit Committee. This applies to instances where serious fraud and irregularity is uncovered.

7. PROPOSAL SUBMISSION

Interested bidders are requested to submit proposals that consist of the sections detailed below. Bidders are requested to peruse these requirements carefully to avoid submitting extraneous material.

1. Experience of the firm in audit services, including specialised skills, expertise, and value-added services.
2. Demonstration of the firm's substantial audit experience
3. Specialised skills, expertise, and value-added services in the field of audit, with an emphasis on best practice methodology, tools and technology used.

   3.1. Availability of forensic audit skills and tools.

   7.3.2 Availability of computer audit skills and tools.

4. Experience in the audit of medical aid schemes and other health care entities.

   4.1. Experience in the auditing of medical aid schemes and other health care providers, with reference letters if applicable.

5. Qualifications and experience of team members.

   5.1. The relevant individuals must be registered with the IRBA and SAICA.

   5.2. Detailed CVs of the auditor/s who will be responsible for performing the audits and the person who will be supervising and signing the audit plan and reports.

`7.6 Ability to provide the services and adequate institutional support.

- 7.6.1 Shareholding and management structure.
- 7.6.2 Mission and vision statements, values, and long-term strategic objectives
- 7.6.3 Employment Equity Policy.
- 7.6.4 Years in business.
- 7.6.5 Turnover rand value for the past three years.
- 7.6.6 Professional staff numbers and level of experience.

7.7 An overview of the methodology that will be applied to execute the External Audit Service function.

2. FINANCIAL PROPOSAL

It is understood that audits are based on hours spent and hourly rates and that budgets are compiled once the appointed auditor has assessed the likely extent of the work.

Firms are required to submit a proposal based on budgeted hours as follows:

- hours / man days:
- rate per hour; and
- total cost.

Rates should be **inclusive** of overheads **and** VAT. If a category does not exist for the firm, it may be omitted.

Item (where applicable)	**Hourly Rate (including overheads and VAT)**
Engagement Partner	R
Partner	R
Senior Manager	R
Manager	R
Assistant Manager	R
Supervisor	R
Senior Auditor	R
Trainee Auditor	R
Specialists (e.g., tax, technical, information systems audit)	R

Costs incurred by the firms in the preparation and submission of the proposal documents, time spent in briefing meetings and presentations are all for the account of the bidding firms and should not be included in the budgets as noted above.

9. EVALUATION OF THE PROPOSALS

The evaluation of the proposal will be based on the candidate's responsiveness to the terms of reference, as well as the application of the evaluation criteria.

Proposals will be evaluated against criteria which includes, but is not limited to, the items below:

- Experience of the firm in providing audit services, including specialised skills, expertise, and value-added services.
- experience in the audit of medical aid schemes and health care providers.
- qualifications and experience of team members.
- ability to provide the services and adequate institutional support.
- pricing; and
- B-BBEE Points.

10.DURATION OF CONTRACT

The contract is expected to run in accordance with the mandatory audit firm rotation rules, commencing on the date of acceptance of the engagement. It will, however, be renewable annually and this will be subject to the approval by the members at the Annual General Meeting or any other Special General Meeting where the reappointment will be tabled.

11.ABSENCE OF OBLIGATION

No legal or other obligation shall arise between bidders and the PHMS unless and until the formal appointment documentation has been signed. The PHMS is not obliged to proceed with any submitted proposals. The PHMS reserves the right to request changes to any proposed consortia.

12.TENDER SUBMISSION REQUIREMENTS

The PHMS requires **six (6) printed copies – one (1) original and five (5) hard copies** of the complete bid documentation supporting the criteria as stated above and **one (1) electronic version**. The PHMS` reserves the right to make additional copies, if required, for the evaluation.

All printed bid documents to be delivered to:

Platinum Health Medical Scheme

32 Roos Street

Fourways Golf Park

2nd Floor Selbourne Building

All electronic bids to be submitted to:

Ida.Chibweza@platinumhealth.co.za

13.OTHER

Enquiries and clarification may be directed as follows:
Welcome Mboniso
Principal Officer

E-mail: Welcome.Mbonisio@platinumhealth.co.za

All enquires and clarifications comments must be forwarded by no later than the 26th of May 2022.
All clarifications sought and applicable responses will be shared with all firms who have been requested to submit a tender.

A compulsory briefing session will be held on Monday 23rd May 2022 at 12:00pm to 14:00pm at Platinum Health Medical Scheme, Fourways Golf Park in the Selbourne Building on the second floor.

Kindly note that all COVID protocols will be followed during the briefing session.

All tender documents need to be submitted by no later than 10am on the 3rd of June 2022.

ANNEXURE A

WORK CARRIED OUT BY PREVIOUS
EXTERNAL AUDIT SERVICE PROVIDERS

The following key focus areas however not limited to were identified by the previous auditor:

- Improper revenue recognition and validity, completeness and accuracy of contributions recorded.
- Subjectivity and degree of estimation, involved in the claim's provisions
- Fictitious, invalid, or unauthorised claims may be paid out by the scheme
- Capitation Fee Agreements validity
- Validity of contribution debtors and related provisions
- Non-compliance with regulatory requirements
- Accurate valuation and allocation of investment values by third parties
- Long terms and short-term incentives accuracy

- Impact of Covid-19, including claims related to Covid-19 tests, vaccinations, etc.
- Transfer of staff expenses and inventory from RA Gilbert to Platinum Health and the correct accounting treatment of these transactions within each entity.
- IT general controls (ITGCs) and IT application controls (ITACs)
- Inventory valuation

ANNEXURE B

EXTRACT OF INFORMATION FROM THE AUDIT COMMITTEE CHARTER PERTAINING TO EXTERNAL AUDIT SERVICES

1.External Audit

The Audit and Risk Committee will during each financial year for which it is appointed,

1. Nominate for appointment as auditor of the Scheme a registered independent auditor for approval by the Board of Trustees. In considering whether a registered auditor is independent of the Scheme, the Audit and Risk Committee shall consider the provisions of statute and the standards of the auditing profession and seek additional assurance from the auditor that internal governance processes support and demonstrate their claim to independence.
2. Ensure that the name of the individual registered auditor who undertakes the audit has been specified in the terms of engagement and that the appointment of the auditor has been approved by the Registrar of Medical Schemes.
3. The Audit and Risk Committee shall:
    - 3.1. Oversee the Scheme's relations with the external auditor and evaluate the performance of the external auditor; discuss and review, with the external auditor before the audit commences, the auditor's engagement letter, the terms, nature and scope of the audit function, procedure and engagement, the audit fee, and ensure co-ordination (where more than one audit firm is involved) and maintenance of a professional relationship between them.
    - 3.2. Review the auditor's quality control procedures and the steps taken by the auditor to respond to changes in regulatory and other requirements.
    - 3.3. Monitor and report on the independence of the external auditor.
    - 3.4. Satisfy itself that the audit plan makes provision for effectively addressing critical risk areas of the business that should be covered by external audit.
    - 3.5. Receive and deal appropriately with any complaints relating either to the accounting practices and external auditor of the Scheme or to the content or auditing of financial statements or to any related matter.
    - 3.6. Perform other functions determined by the Board of Trustees from time to time.

3.7. Negotiate procedures, subject to agreement, beyond minimum statutory and professional duties and pre-approve the proposed contract with the auditor in respect of all non-audit services to be rendered.

3.8. Agree to the timing and nature of reports from the external auditor.

3.9. Consider any problems identified regarding the going concern status of the Scheme's business or matters of internal control.

3.10. Make suggestions as to problem areas that the audit can address.

3.11. Consider any accounting treatments, significant unusual transactions, or accounting judgements, which could be contentious.

3.12. Identify key matters arising in the current year's management letter and satisfy itself that these are being properly followed up.

3.13. Consider whether any significant ventures, investments or operations are not subject to external audit.

3.14. Review the overall audit role, to explore objectives, minimise duplication, discuss implications of new auditing standards and ensure that the external audit fee will sustain a proper audit and provide value for money.

3.15. Obtain assurance from the external auditor that adequate accounting records are being maintained.

3.16. Consider differences of opinion between management and the auditor including unrecorded errors or differences found by the auditor.

3.17. Consider and discuss any reservations arising from the audit and any matters the auditor may wish to discuss in the absence of executive management.

3.18. Review the auditor's draft letters of representation before finalisation of the Scheme's Annual Report.

3.19. Review the adequacy of corrective action in response to significant External Audit findings.

3.20. Determine the fees to be paid to the External Auditor, for recommendation to the Board of Trustees.

3.21. Upon termination of the auditor's appointment for any reason, including resignation, and

3.22. In the event that the auditor would have had reason to submit a report as contemplated in terms of section 45 of the Auditing Profession Act, 2005, the Audit and Risk Committee should ensure that a copy of such a report was submitted to the Registrar.

PLEASE NOTE: IF TENDERS HAVE NOT BEEN INFORMED OF THE OUTCOME OF A TENDER WITHIN 30 DAYS OF THE CLOSING DATE, THE OFFER SUBMITTED CAN BE REGARDED AS HAVING BEEN UNSUCCESSFULL.

Item Description

external audit service providers

CONDITIONS OF TENDER:

Please note that failure to comply with any of the under mentioned conditions may invalidate your Tender

1. Platinum Health does not bind itself to accept the lowest or any tender and reserves the right to accept a tender in whole or in part.
2. Extensions of the tender closing time and date will not generally be granted. Any application for such extension must be submitted in writing, stating the reasons therefore, prior to the closing time and date. Tenders will only be extended if granted, in writing, by Platinum Health purchasing department.
3. Prices inclusive of delivery charges and exclusive of VAT are required.
4. The following information must be included in your Tender:
   4.1. Delivery completion time.
   4.2. Trade and / or settlement discounts.
   4.3. Delivery direct to required site of Platinum Health
   4.4. Tender validity period.
   4.5. Vendor contact person and contact details
   4.6. Platinum Health Tender number is clearly reflected on the Tender.
5. Further queries or technical questions regarding Scope of Work, can be forward to luise.scholtz@platinumhealth.co.za no later than the 25th of May 2022
   All services described in the scope of work completed will be subjected to the approval of delegated representative.

All tender documents need to be submitted electronically to luise.scholtz@platinumhealth.co.za no later than 10am on 3rd June 2022. No hardcopies will be accepted.

6. Should you be awarded the tender, as from 1 April 2022 it is required that all staff sent to our sites need to be vaccinated and show proof of vaccination prior to doing work or deliveries at our sites**.**

This addendum shall be deemed to be incorporated in any purchase order/s which may be awarded and shall be read together with and supplementary to any Contract stipulated therein. In the event of any duplication or ambiguity arising between the contents of the addendum and the wording of the contract referred to in order/s, the wording of the contract shall take precedence.

GENERAL HEALTH AND SAFETY REQUIREMENTS

As from 1 April 2022 it is required that all staff sent to our sites need to be vaccinated and show proof of vaccination prior to doing work or deliveries at our sites.

Without detracting from the provisions of this order, insofar as the Contractor's services, or any portion thereof, is undertaken on the Company's premises, all work performed in connection therewith, shall be performed accordance with the following provisions:

The Contractor undertakes to comply with all the provisions of the Mine health and Safety Act, or the Occupational Health and Safety Act, as may be applicable in respect of its own employees and sub-contractors, as well as in relation to persons employed by the Company, and any other persons. The Contractor furthermore shall ensure that any sub-contractors employed by it, comply with the provisions set out in this clause.

The Contractor shall comply with all conditions regarding safety and procedures in respect thereof as laid down in the "Contractor's Mine Safety Pack". A copy of this document is obtainable through the Mine Safety Officer.

CONTRACTOR'S ASSUMPTION OF RISK

The Contractor shall accept all risk of damages arising out of or resulting from the carrying out of its service for the Company, by its and/or its sub-contractors its/their operations in terms of this contract, whether to itself and/or its sub-contractors, representatives of employees or to any of its and/or their property.

Without in any way detracting from the generality of the above Contractor agrees to reimburse the company on any additional costs, which the company may incur because of the Contractor's

- Failure to adhere to the Company's safety regulations
- Contributing to the Company's safety statistics

INDEMNIFICATION AND EXCLUSION OF COMPANY'S LIABILITY

The Company shall not be liable for any damages, whether direct or consequential, of whatsoever nature a howsoever arising, occasioned to the Contractor or to any other person or property, and arising out of, or in connection with the provision of services by the Contractor.

The Contractor hereby indemnifies and holds the Company, Platinum Health, its Companies and/or their employees, agents, or representatives, harmless in respect of any such claim or action, against:
All loss and damage sustained by the Company, and/or its representatives or employees and incurred in connection with the provision of service to it, and
All claims, demands, proceedings, costs (including costs on an attorney and client scale), charges and expenses which may be incurred by the Company, in connection with sustained loss and damages, that may arise out of any act or omission of the part of the Contractor or it's invitees acting in pursuance of this contract.

The Contractor hereby indemnifies the Company against any claim, which might be made against the Company fort he unauthorised use of infringement of any patent rights, trademarks, or protected rights in respect of any suppliers and against cost incurred in that connection. All royalties, damages and expenses arising from the use by any Company of such patient rights, trademarks or protected rights shall be payable by the Contractor. The Contractor agrees to take over and conduct at its own expense any action arising from alleged infringement of others' rights if so, required by the Company.

INSURANCE AGAINST LOSS

The Contractor shall at its own expenses, effect and maintain adequate insurance cover for all loss or damage which may be suffered by the Contractor and/or the Company, because of any incident arising out of, or in connection with the performance of rights and obligations by the Contractor, in accordance with this contract. The Contractor shall ensure that all insurance cover, taken out by it, in accordance with the requirements of this order, includes equal cover for its sub-contractor's operations and/or business to be carried out by the said sub-contractors, and/or in respect of anything arising there from.

The Contractor shall ensure that it is registered with the Compensation Commissioner, in accordance with the requirements of the Compensation for Occupational Injuries and Disease Act, 130 of 1993 as amended, and shall provide the Budgeting and Ordering Co-ordinator with its Compensation Fund registration number.

The Contractor warrants that all the Contractor's employees who at any time may be employed by the Contractor on the Company's premises are insured in terms of the said Act and are insured for a minimum death benefit of R 200,000.00 per employee.

It shall be a condition of this contract that no service shall be affected in terms of this contract, until the Contractor has provided proof of registration with the Compensation Fund, and submitted proof of payment of the tariff assessments, required of it by the Compensation Fund. It shall further be a condition of this contract, that the Contractor shall always ensure that such payment or tariff assessments are kept up to date.

LAWS AND REGULATIONS TO BE COMPLIED WITH

The Contractor shall, in performing its obligations in terms of this contract, comply at its own expense with all applicable laws, regulations, by-laws and the requirements of any local or other authorities, promulgated from time to time.

Without derogating from the above, the Contractor agrees and hereby acknowledges that it has read and fully understands the implications of inter alias the following Acts:

Mine Health and Safety Act No. 29 of 1996.
Compensation for Occupational Injuries and Diseases Act No.30 of 1993.
The Hazardous Substances Act No. 15 of 1973.
The Road Traffic Act 23 of 1989 and National Road Traffic Act 93 of 1996.
The Explosives Act 26 of 1956.
The Minerals Act and Regulations of 1991.
The relevant environmental legislation.

Insofar as they pertain to the provision of service and vehicles and equipment, used in connection therewith. In the absence of any specific legislation, ordinance or by-law, the Contractor shall implement to the extent that is applicable and appropriate, the terms and conditions of the Anglo Platinum Environmental Guidelines for Contractors, ADC 027, as amended from time to time, available from Anglo Platinum Management Services (PTY) Ltd., which guidelines shall be deemed to be specifically incorporated herein.

EMERGENCY HOSPITALISATION

In the event of any of the Contractor's employees, or the employees of the Contractor's sub-contractors, becoming ill or being injured on the Company's property through any cause whatsoever, including assault, the Company reserves the right to arrange for such temporary emergency medical and hospital services as it considers necessary at the Company's nearest first aid facility or the Company's hospital, and the Contractor undertakes and agrees to pay all expenses thereby incurred.
The Contractor agrees that the first port of call for any of its employees or sub-contractor's being injured on the Company's property through any because whatsoever shall be the Company nearest first aid facility or the Company's hospital and the Contractor undertakes to pay all expenses thereby incurred.