# health

Department:

Health

**REPUBLIC OF SOUTH AFRICA**

# NDoH-07(2022/2023)

## APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION OF SERVICES FOR THE CENTRAL CHRONIC MEDICINE DISPENSING AND DISTRIBUTION PROGRAMME FOR PUBLIC SECTOR PATIENTS FOR A PERIOD OF FOUR (4) YEARS

**BID VALIDITY PERIOD: 120 DAYS**

**DATE ISSUED: 17 AUGUST 2022**

**CLOSING DATE AND TIME OF THE BID:**

**07 SEPTEMBER 2022 AT 11H00**

**The virtual briefing session is compulsory for dispensing and distribution service prospective bidders.**

**A virtual compulsory briefing session will be held:**
**Date: 23 August 2022**
**Time: 10:00 – 12:00**

**Or copy and paste the following link:**
https://team

**Link:**Click here to join the meetings.microsoft.com/l/meetup-

join/19%3ameeting_OWNlZTM4ZWItNjE5Yi00M2VhLWE1MGEtZmIyMTlmNTA5Nzk0%40thread.

v2/0?context=%7b%22Tid%22%3a%22b962cc73-61e0-43ff-8e45-

d3284a42ad2c%22%2c%22Oid%22%3a%229219dc2e-fc68-44c5-8583-ded9ba8e37d9%22%7d

# PART A
# INVITATION TO BID

| YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE NATIONAL DEPARTMENT OF HEALTH. | | | | | |
|---|---|---|---|---|---|
| BID NUMBER: | **NDOH 07/2022-2023** | CLOSING DATE: | **07/09/2022** | CLOSING TIME: | **11:00** |
| DESCRIPTION | **APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION OF SERVICES FOR THE CENTRAL CHRONIC MEDICINE DISPENSING AND DISTRIBUTION PROGRAMME FOR PUBLIC SECTOR PATIENTS FOR A PERIOD OF FOUR (4) YEARS.** | | | | |

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

**National Department of Health; Dr AB Xuma Building, 1112 Voortrekker Road; Thaba Tshwane; Pretoria.**

| **BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO** | | **TECHNICAL ENQUIRIES MAY BE DIRECTED TO:** | |
|---|---|---|---|
| CONTACT PERSON | | CONTACT PERSON | |
| TELEPHONE NUMBER | | TELEPHONE NUMBER | |
| FACSIMILE NUMBER | | FACSIMILE NUMBER | |
| E-MAIL ADDRESS | **tenders@health.gov.za** | E-MAIL ADDRESS | **tenders@health.gov.za** |

**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 | | | | | |
| SUPPLIER COMPLIANCE STATUS | TAX COMPLIANCE SYSTEM PIN: | | **OR** | CENTRAL SUPPLIER DATABASE No: | MAAA |
| B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE | TICK APPLICABLE BOX] ☐ Yes ☐ No | | B-BBEE STATUS LEVEL SWORN AFFIDAVIT | [TICK APPLICABLE BOX] ☐ Yes ☐ No | |

***[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]***

| | | | |
|---|---|---|---|
| ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED? | ☐Yes ☐No [IF YES ENCLOSE PROOF] | ARE YOU A FOREIGN BASED SUPPLIER FOR **THE GOODS /SERVICES /WORKS OFFERED?** | ☐Yes ☐No [IF YES, ANSWER THE QUESTIONNAIRE BELOW ] |

**QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS**

| | |
|---|---|
| IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? | ☐ YES ☐ NO |
| DOES THE ENTITY HAVE A BRANCH IN THE RSA? | ☐ YES ☐ NO |
| DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? | ☐ YES ☐ NO |
| DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? | ☐ YES ☐ NO |
| IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? | ☐ YES ☐ NO |

**IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.**

# PART B
# TERMS AND CONDITIONS FOR BIDDING

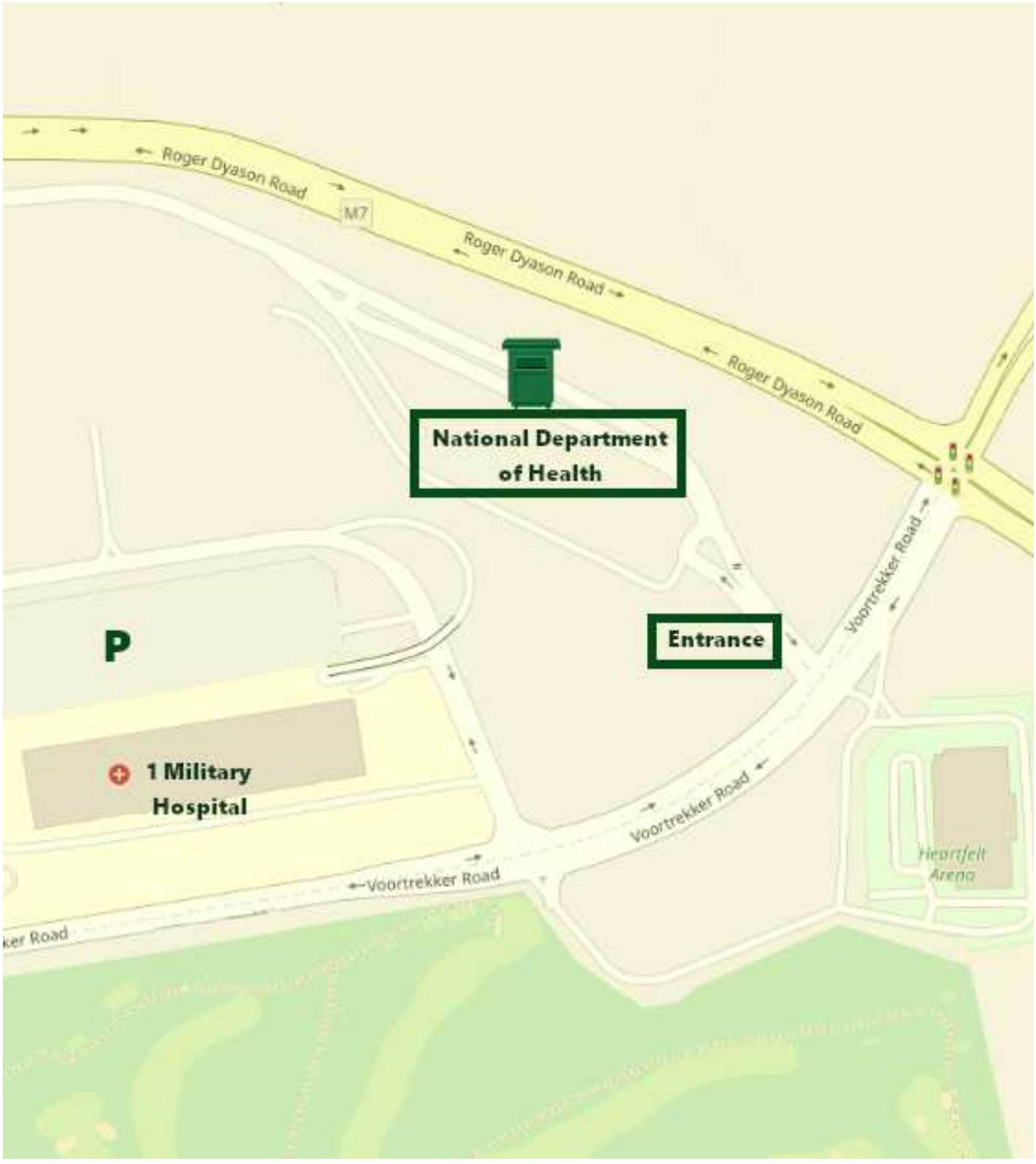
| | |
|---|---|
| **1.** | **BID SUBMISSION:** |
| 1.1. | BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION. |
| 1.2. | **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.** |
| 1.3. | 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 SPECIAL CONDITIONS OF CONTRACT. |
| 1.4. | **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).** |
| **2.** | **TAX COMPLIANCE REQUIREMENTS** |
| 2.1 | BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS. |
| 2.2 | BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS. |
| 2.3 | APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA. |
| 2.4 | BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID. |
| 2.5 | IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER. |
| 2.6 | WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED. |
| 2.7 | NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE." |

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

SIGNATURE OF BIDDER: ……

CAPACITY UNDER WHICH THIS BID IS SIGNED: ……
(Proof of authority must be submitted e.g. company resolution)

DATE: ……..


Roger Dyason Road
M7
Roger Dyason Road
Roger Dyason Road
National Department of Health
Entrance
Voortrekker Road
P
1 Military Hospital
Voortrekker Road
Voortrekker Road
Heartfelt Arena

# THE NATIONAL TREASURY

## Republic of South Africa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# GOVERNMENT PROCUREMENT:

# GENERAL CONDITIONS OF CONTRACT

## July 2010

# GOVERNMENT PROCUREMENT

# GENERAL CONDITIONS OF CONTRACT
# July 2010

## NOTES

The purpose of this document is to:

(i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and

(ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.

- The General Conditions of Contract will form part of all bid documents and may not be amended.

- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if (applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

# TABLE OF CLAUSES

## General Conditions of Contract

**1. Definitions**

1. The following terms shall be interpreted as indicated:

1.1 “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.

1.2 “Contract” means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

1.3 “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.

1.4 “Corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.

1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.

1.6 “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 recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

1.7 “Day” means calendar day.

1.8 “Delivery” means delivery in compliance of the conditions of the contract or order.

1.9 “Delivery ex stock” means immediate delivery directly from stock actually on hand.

1.10 “Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.

1.11 "Dumping" occurs when a private enterprise abroad market its goods 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.

1.12 ”Force majeure” means an event beyond the control of the supplier and not involving the supplier’s fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

1.13 “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.

1.14 “GCC” means the General Conditions of Contract.

1.15 “Goods” means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

1.16 “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 supplier 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 the supplies covered by the bid will be manufactured.

1.17 “Local content” means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.

1.18 “Manufacture” means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.

1.19 “Order” means an official written order issued for the supply of goods or works or the rendering of a service.

1.20 “Project site,” where applicable, means the place indicated in bidding documents.

1.21 “Purchaser” means the organization purchasing the goods.

1.22 “Republic” means the Republic of South Africa.

1.23 “SCC” means the Special Conditions of Contract.

1.24 “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 supplier covered under the contract.

1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

**2. Application**

2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.

2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

**3. General**

3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.

3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

**4. Standards**

4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

**5. Use of contract documents and information; inspection.**

5.1 The supplier shall not, without the purchaser'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 purchaser in connection therewith, to any person other than a person employed by the supplier 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.

5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.

5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

**6. Patent rights**

6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

**7. Performance security**

7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.

7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

(a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
(b) a cashier's or certified cheque

7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

**8. Inspections, tests and analyses**

8.1 All pre-bidding testing will be for the account of the bidder.

8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.

8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

8.7 Any contract supplies may on or after delivery be inspected, tested or

analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

**9. Packing**

9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

**10. Delivery and documents**

10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.

10.2 Documents to be submitted by the supplier are specified in SCC.

**11. Insurance**

11.1 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.

**12. Transportation**

12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.

**13. Incidental services**

13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

(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 supplier of any warranty obligations under this contract; and

(e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2 Prices charged by the supplier 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 supplier for similar services.

**14. Spare parts**

14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

(a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and

(b) in the event of termination of production of the spare parts:

(i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and

(ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

**15. Warranty**

15.1 The supplier 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 supplier 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 supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2 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 SCC.

15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take

such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

**16. Payment**

16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.

16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

**17. Prices**

17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.

**18. Contract amendments**

18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

**19. Assignment**

19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

**20. Subcontracts**

20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

**21. Delays in the supplier's performance**

21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the

supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled 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 goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

**22. Penalties**

22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser 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 the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

**23. Termination for default**

23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

(a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;

(b) if the Supplier fails to perform any other obligation(s) under the contract; or

(c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

23.4 If a purchaser intends imposing a restriction on a supplier or any

person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.

23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

(i) the name and address of the supplier and / or person restricted by the purchaser;
(ii) the date of commencement of the restriction
(iii) the period of restriction; and
(iv) the reasons for the restriction.

These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

**24. Anti-dumping and countervailing duties and rights**

24.1 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

**25. Force Majeure**

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

**26. Termination for insolvency**

26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

**27. Settlement of Disputes**

27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

27.5 Notwithstanding any reference to mediation and/or court proceedings herein,

(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
(b) the purchaser shall pay the supplier any monies due the supplier.

**28. Limitation of liability**

28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;

(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

**29. Governing language**

29.1 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.

**30. Applicable law**

30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.

**31. Notices**

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

31.2 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 of such notice.

**32. Taxes and duties**

32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department 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.

**33. National Industrial Participation (NIP) Programme**

33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

**34 Prohibition of Restrictive practices**

34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).

34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

# BIDDER'S DISCLOSURE

## 1. PURPOSE OF THE FORM

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

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

## 2. Bidder's declaration

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

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

| **Full Name** | **Identity Number** | **Name of State institution** |
|---|---|---|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

2.2 Do you, or any person connected with the bidder, have a relationship

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

with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:
……
……

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? **YES/NO**

2.3.1 If so, furnish particulars:
……
……

## 3 DECLARATION

I, the undersigned, (name)…… in submitting the accompanying bid, do hereby make the following statements that I certify to be true and complete in every respect:

3.1 I have read and I understand the contents of this disclosure;

3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium2 will not be construed as collusive bidding.

3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring

2 Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

…… ……
Signature Date

…… ……
Position Name of bidder

This document must be signed and submitted together with your bid

# THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME

## INTRODUCTION

The National Industrial Participation (NIP) Programme, which is applicable to all government procurement contracts that have an imported content, became effective on the 1 September 1996. The NIP policy and guidelines were fully endorsed by Cabinet on 30 April 1997. In terms of the Cabinet decision, all state and parastatal purchases / lease contracts (for goods, works and services) entered into after this date, are subject to the NIP requirements. NIP is obligatory and therefore must be complied with. The Industrial Participation Secretariat (IPS) of the Department of Trade and Industry (DTI) is charged with the responsibility of administering the programme.

## 1 PILLARS OF THE PROGRAMME

1.1 The NIP obligation is benchmarked on the imported content of the contract. Any contract having an imported content equal to or exceeding US$ 10 million or other currency equivalent to US$ 10 million will have a NIP obligation. This threshold of US$ 10 million can be reached as follows:

(a) Any single contract with imported content exceeding US$10 million.

or

(b) Multiple contracts for the same goods, works or services each with imported content exceeding US$3 million awarded to one seller over a 2 year period which in total exceeds US$10 million.

or

(c) A contract with a renewable option clause, where should the option be exercised the total value of the imported content will exceed US$10 million.

or

(d) Multiple suppliers of the same goods, works or services under the same contract, where the value of the imported content of each allocation is equal to or exceeds US$ 3 million worth of goods, works or services to the same government institution, which in total over a two (2) year period exceeds US$10 million.

1.2 The NIP obligation applicable to suppliers in respect of sub-paragraphs 1.1 (a) to 1.1 (c) above will amount to 30 % of the imported content whilst suppliers in respect of paragraph 1.1 (d) shall incur 30% of the total NIP obligation on a *pro-rata* basis.

1.3 To satisfy the NIP obligation, the DTI would negotiate and conclude agreements such as investments, joint ventures, sub-contracting, licensee production, export promotion, sourcing arrangements and research and development (R&D) with partners or suppliers.

1.4 A period of seven years has been identified as the time frame within which to discharge the obligation.

## 2 REQUIREMENTS OF THE DEPARTMENT OF TRADE AND INDUSTRY

2.1 In order to ensure effective implementation of the programme, successful bidders (contractors) are required to, immediately after the award of a contract that is in excess of **R10 million** (ten million Rands), submit details of such a contract to the DTI for reporting purposes.

2.2 The purpose for reporting details of contracts in excess of the amount of R10 million (ten million Rands) is to cater for multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as provided for in paragraphs 1.1.(b) to 1.1. (d) above.

## 3 BID SUBMISSION AND CONTRACT REPORTING REQUIREMENTS OF BIDDERS AND SUCCESSFUL BIDDERS (CONTRACTORS)

3.1 Bidders are required to sign and submit this Standard Bidding Document (SBD 5) together with the bid on the closing date and time.

3.2 In order to accommodate multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as indicated in sub-paragraphs 1.1 (b) to 1.1 (d) above and to enable the DTI in determining the NIP obligation, successful bidders (contractors) are required, immediately after being officially notified about any successful bid with a value in excess of R10 million (ten million Rands), to contact and furnish the DTI with the following information:

- Bid / contract number.
- Description of the goods, works or services.
- Date on which the contract was accepted.
- Name, address and contact details of the government institution.
- Value of the contract.
- Imported content of the contract, if possible.

3.3 The information required in paragraph 3.2 above must be sent to the Department of Trade and Industry, Private Bag X 84, Pretoria, 0001 for the attention of Mr Elias Malapane within five (5) working days after award of the contract. Mr Malapane may be contacted on telephone (012) 394 1401, facsimile (012) 394 2401 or e-mail at Elias@thedti.gov.za for further details about the programme.

## 4 PROCESS TO SATISFY THE NIP OBLIGATION

4.1 Once the successful bidder (contractor) has made contact with and furnished the DTI with the information required, the following steps will be followed:

a. the contractor and the DTI will determine the NIP obligation;
b. the contractor and the DTI will sign the NIP obligation agreement;

c. the contractor will submit a performance guarantee to the DTI;
d. the contractor will submit a business concept for consideration and approval by the DTI;
e. upon approval of the business concept by the DTI, the contractor will submit detailed business plans outlining the business concepts;
f. the contractor will implement the business plans; and
g. the contractor will submit bi-annual progress reports on approved plans to the DTI.

4.2 The NIP obligation agreement is between the DTI and the successful bidder (contractor) and, therefore, does not involve the purchasing institution.

Bid number **NDoH-07(2022/2023)** **07 SEPTEMBER 2022 @ 11:00AM**

Name of bidder……

Postal address ……

……

Signature…….. Name (in print)……..

Date……..

Js475wc

# 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 R50 000 000 (all applicable taxes included) and therefore the 90/10 preference point system shall be applicable; or

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** | 90 |
| **B-BBEE STATUS LEVEL OF CONTRIBUTOR** | 10 |
| **Total points for Price and B-BBEE must not exceed** | **100** |

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

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

## 2. DEFINITIONS

(a) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;

(b) "**B-BBEE status level of contributor"** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

(c) **"bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;

(d) **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

**(e) "EME"** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;

(f) **"functionality"** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.

(g) **"prices"** includes all applicable taxes less all unconditional discounts;

(h) **"proof of B-BBEE status level of contributor"** means:

**1)** B-BBEE Status level certificate issued by an authorized body or person;

**2)** A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;

**3)** Any other requirement prescribed in terms of the B-BBEE Act;

(i) **"QSE"** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;

*(j)* **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

## 3. POINTS AWARDED FOR PRICE

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

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

**80/20** **or** **90/10**

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

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmin = 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 | | NO | |
|---|---|---|---|

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 | | NO | |
|---|---|---|---|

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

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

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

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

8.1 Name of company/firm:……..

8.2 VAT registration number:……

8.3 Company registration number:……

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

……
……
……
……
……..

8.6 COMPANY CLASSIFICATION

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

[*TICK APPLICABLE BOX*]

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

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

i) The information furnished is true and correct;

ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;

iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

(a) disqualify the person from the bidding process;

(b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

(d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

(e) forward the matter for criminal prosecution.

| | |
|---|---|
| WITNESSES<br>1. ……..<br>2. …….. | ……..<br>SIGNATURE(S) OF BIDDERS(S)<br>DATE: ……..<br>ADDRESS ……..<br>……..<br>…….. |


**REQUEST FOR PROPOSALS**

**NDOH 07 - 2022/2023**

**THE PROVISION OF SERVICES FOR THE CENTRAL CHRONIC MEDICINE DISPENSING AND DISTRIBUTION PROGRAMME FOR PUBLIC SECTOR PATIENTSFOR A PERIOD OF 4 YEARS**

**BID VALIDITY PERIOD 120 DAYS**
**DATE ISSUED: 17 AUGUST 2022**
**CLOSING DATE: 7 SEPTEMBER 2022**

1. **Dispensing and DistributionServices.**
2. **PuP Services**
3. **Combinations of Dispensing and Distribution and Pick-up PointServices.**

**The virtual briefing session is compulsory for dispensing and distribution service prospective bidders.**

**A virtual compulsory briefing session will be held:**
**Date: 23 August 2022**
**Time: 10:00 – 12:00**

**Or copy and paste the following link:**
https://team
**Link:**Click here to join the meetings.microsoft.com/l/meetup-join/19%3ameeting_OWNlZTM4ZWItNjE5Yi00M2VhLWE1MGEtZmIyMTlmNTA5Nzk0%40thread.v2/0?context=%7b%22Tid%22%3a%22b962cc73-61e0-43ff-8e45-d3284a42ad2c%22%2c%22Oid%22%3a%229219dc2e-fc68-44c5-8583-ded9ba8e37d9%22%7d

## CONTENTS

## ABBREVIATIONS

| | |
|---|---|
| API: | Application programming interface |
| B-BBEE: | Broad-Based Black Economic Empowerment |
| CCMDD: | Central Chronic Medicine Dispensing and Distribution |
| CIPC: | Companies and intellectual property commission |
| CPA: | Contractual price adjustment |
| CPI: | Consumer Price Index |
| CSAT: | Customer satisfaction attribution score |
| CSD: | Central supplier database |
| DoH: | Department of Health |
| EML: | Essential Medicines List |
| FCR: | First contact resolution |
| FEFO: | First expiry first out |
| GPP: | Good pharmacy practice |
| GWP: | Good warehousing practice |
| N/A: | Not applicable |
| NSD: | Next scheduled collection date |
| NSN: | National stock number |
| NDoH: | National Department of Health |
| PDoH: | Provincial Department of Health |
| PHPP: | Patient Health Products Parcel |
| PMP: | Patient medicine parcel |
| PoD: | Proof of delivery |
| PPPFA: | Preferential Procurement Policy Framework Act |
| PuP: | Pick-up point |
| SAPC: | South African Pharmacy Council |
| SMME: | Small, Medium and Micro Enterprise |
| SMS: | Short message service |
| SOP: | Standard operating procedure |
| SRCC: | Special requirements and conditions of contract |
| STG: | Standard treatment guidelines |
| VAT: | Value added tax |
| ZAR: | South African Rand |

# 1. CENTRAL CHRONIC MEDICINE DISPENSING ANDDISTRIBUTION

## 1.1 Purpose

The National Department of Health (NDoH) invites competitive bids for the provision of Central Chronic Medicine Dispensing and Distribution (CCMDD) services for a period of four years. Services to be offered include dispensing and distribution services and pick-up point (PuP) services.

## 1.2 Background

Over the past decade, South Africa has experienced an unpredicted growth in patients requiring access to long term therapies. This, together with the changing epidemiological profile of South Africa has led to an over extension of public sector health care facilities. This has placed a strain on available resources and opportunities for external parties to support the care provided to patients.

Typically, a patient with a chronic disease is issued with a repeat prescription for six months. Between the 6 (six) monthly clinical assessments, a stable patient only needs to visit the health care facility to collect his/her medicine. Daily, as much as 70% of a facility's prescription load is the preparation of repeat prescriptions. Staff are overburdened. The patient experience is often one of long waiting times and, sometimes, multiple visits to facilities to collect medicines that were not available at the routine visit. This situation poses potential adherence barriers which may lead to poor health outcomes and places strain on the patient in terms of transport costs and loss of income.

The CCMDD programme provides an alternative mechanism to facilitate access to medicine for stable patients. Contracted external PuPs provide the patient with a more convenient option for the collection of their repeat medicine which has been dispensed and distributed via the programme. The PuP may be nearer to their homes or workplace and can result in reduced transport costs and waiting times at the health facility.

## 1.3 Programmedescription

The CCMDD programme consists of dispensing prescriptions acquired from health facilities for patients with chronic diseaseswho have been stabilized on their medicine therapy, the preparation of a patient medicine/health products parcel (PMP/PHPP) for distribution and subsequent collection at a PuP chosen by the patient. The patient or his/her proxy will then collect thePMP.The Dablapmeds brand has been approvedfor the CCMDD programme.

**Process followed**

The CCMDD process currently operates as follows:

1. Predetermined criteriaare used to identify patients who are considered to be stable on their chronic treatment.
2. After patient consent is received, a CCMDD prescription is completed with all the necessary information. Prescriptions can be paper-based or electronic.
3. Patients are paired with a suitable service provider in terms of their geographic location and choose acontracted PuP for PMP collection which is convenient for them.
4. The first cycle of supply is dispensed at the public health facility.
5. Paper-based prescriptions are collected from facilities at minimum once a week, while electronic prescriptions are imported on a daily basis via the API.
6. The service provider captures and dispenses the prescription and prepares a PMP.
7. The patient receives a SMS or other electronic message informing him/her of the date that the PMP will be available for collection at the PuP.
8. The patient provides the necessary identification to collect the PMP. If another individual collects the PMP on the patient's behalf, he/she is required to be registered in advance at the health facility and must also provide proof of identification when collecting the PMP.
9. The service provider prepares the relevant documentation as detailed in the contract to ensure compliance with contractual obligations and facilitate payment.
10. If the PMP is not collected, within 48 hours a reminder SMS is sent. If the patient still does not collect the medication, the patient is referred to the health facility for re-assessment and the PMP is returned to the service provider.

**SyNCH**

The growing need for an electronic platform was identified and the Synchronized National Communication in Health (SyNCH) was developed.
SyNCH was implemented with a phased-in approach, and to date 28 districts, totaling 2309 facilities have implemented SyNCH.

**Dablapmeds**

*Dablap* is a colloquial term widely used within the South African diaspora and translates to *shortcut*. *Meds* is an abbreviated term for *medication.*
The brand bears the tagline: *Dablapmeds - the shortcut to your chronic medication*.
Dablapmeds has been conceptualized and implemented with the objectives of creating an amplified awareness of CCMDD and making the programme more relatable to a larger audience. This brand is designed to be client and clinician facing and should be visible at all stakeholder touchpoints throughout the patient journey, from facility to PuP.

Dablapmeds must be the only brand used to reference CCMDD or any components of CCMDD (including PuPs, SPs, Systems, SOPs, Presentations), for any communication, branding or marketing related to CCMDD. The SPs will be required to incorporate the Dablapmeds

branding in the packaging of the CCMDD PMPs.

The NDoH is the brand holder of Dablapmeds, and all usage of Dablapmeds needs to be vetted and approved by the NDoH.
To guide the process, the Dablapmeds branding guidelines were developed.
All implementations of Dablapmeds are required to comply with the latest version of the branding guidelines.Failure to comply will invoke the penalty clause as per the signed SLA.

## 2. SCOPE OFWORK

The contracted Dispensing and Distribution and/or PuP service provider/s will be required to perform the following services as detailed below.

### 2.1 Options for bidding on Dispensing, Distribution and PuP Services

**Option 1:** Service provider offering dispensing and distribution services

**Option 2:** Service provider offering PuP services

**Option 3:** Service provider offering dispensing, distribution and PuP services

**Option 4:** Service provider offering dispensing and distribution services can be a community pharmacy group which may be serviced by a central warehouse.

**Option5:** Service providers offering dispensing and distribution services may also bid as consortia e.g. a consortium of community pharmacies providing services to a district(s) or province(s). The leading partner in a consortium, as well as individual roles and responsibilities of all consortium partners must be clearly defined and explained.

### 2.2 Dispensing and distributionservices

#### 2.1.1 Collection, capturing and dispensing of prescriptions

The contracted service provider must performdaily imports of electronically generated prescriptions through the API and ensure collection of manual prescriptions at health facilities minimum once per week. All prescriptions with a lead time of 21 days or more to the next scheduled collection date (NSD) must be captured and dispensed to ensure delivery of the PMP to the registered PuP 3 (three) days before the NSD. Prescriptions will follow the supply cycle.

Prescriptions must be checked and verified for correctness according to the Essential Medicines List (EML) and Standard Treatment Guidelines (STGs). Incorrect prescriptions must be rejected within21 calendar days to the NSD. All amended prescriptions with 14 days remaining to NSD must be dispensed and delivered in timefor collection.

Dispensing and distribution of medicines must comply with all legal provisions of the Pharmacy Act, Act 53 of 1974, as amended and the Medicines Control Act, Act 101 of 1965, as amended.The dispensing system must have the ability to performtherapeutic substitution of medicinesif necessary. An accurate patient profile management system must be implemented to prevent duplicate patient profile creation and ensure patient categorization as per the CCMDD programme guidelines.

#### 2.1.2 Operate a medication error quality improvement programme

The service provider must operate and continuously develop a medication error quality improvement programme to ensure a safe medication use process.

### 2.1.3 Inventory and Stock

#### 2.1.3.1 Stock ordering, receiving and storage

The service provider must have an efficient inventory management system to always ensure adequate stock levels. Monthly orders as well as bi-weekly top uporders must be placed according to the agreed guidelines per province.The service provider inventory teammust follow-up with suppliers directly on outstanding orders and work in close collaboration with provincial pharmaceutical services to ensure sufficient stock levels and to avoid any stock-outs.

All medicines remain the property of the province for the total duration of the contract.The stock must be received and dispensed according to GPP and FEFO principles, utilizing a software system with the capability to perform batch and expiry date tracking per stock item per national stock number (NSN), during each stage of storing and dispensing and permits the easy retrieval of stock information. Stock must be managed in separate locations for bulk, dispensary, cold chain, returned stock and damaged stock with proper handover processes in place. The inventory management system must ensure stock handling per province.

Medicines from uplifted PMPs must be assessed for re-use, and reasons must be recorded if such medicines are not returned to inventory e.g. damaged or expired stock. Patient labels must be removed prior to return toinventory, easy peel labels must be used in dispensing.

Inventory reports must be provided to NDoH/PDoH according to pre-determined data elements and a schedule. Ad hoc reports shallalso be requested.

#### 2.1.3.2 Stock counts, stock take and expired/damaged stock

Stock must be controlled, and stock counts must be performed according to accepted drug supply management principles and the requirement of the Auditor General of South Africa(AGSA) -acompulsory bi-annual stock take must be performed end of March and end of September.Provinces must be informed of the stock take schedule at the beginning of eachyear.Stock take reports must be supplied to NDoH/PDoH as per pre-determined data elements and schedule. NDoH/PDoH has the prerogative to perform spot checks/ audits on inventory as it deems appropriate.An inventory declaration must be supplied to NDoH and PDoH as per AGSArequirements every quarter. The contracted service provider must utilize an inventory system and storage methods that will avoid stock expiry or damage. Stock must be insured by the service provider from receipt from suppliers until delivery at the PuP, and all stock losses must be replaced or paid for by the service provider.

### 2.1.4 Distribution of PMPs

Distribution of medicines and thermolabile products are to comply with all the legal provisions of the Pharmacy Act, Act 53 of 1974, as amended, and the Medicines Control Act, Act 101 of 1965, as amended.PMPs must be delivered to registered PuPs which include facility PuPs and external PuPs during operating hours 3 (three) days before the NSD. All delivery costs are the responsibility of the service provider. Risk mitigation strategies must be implemented for deliveries in high-risk areas. The contracted service provider is liable for the replacement or payment for any medication on a prescription that is damaged or lost through distribution and delivery.

Uncollected PMPs must be collected from PuPs within 5 (five) business days of the PuP logging anupliftmentrequest.

### 2.1.5 Packaging

#### 2.1.5.1 Containerspecifications

1. Each delivery consignment can consist of 1 (one) or more containers.
2. Each consignment must contain a consolidated consignment manifest
3. PMPs must be grouped and packed in containers according to PuPs and the NSD.
4. Containers should be of a design and size to allow for easy storage.
5. The packaging material must be eco-friendly, discreet, and robust, recyclable and opaque.
6. The container label must indicatethe container number and container ID barcode, container sequence number out of the total number of containers in the consignment, NSD, delivery date, handover to courier date, amount of PMPs packed inside, PuP name and address.
7. Each container must holda container manifest listing thePMPs alphabetically.
8. PMPs must be packed and/or arranged inside the containers in a way that allows for easy storage and retrievability of PMPs.
9. The packaging must include the Dablapmeds branding

#### 2.1.5.2 PMPspecifications

1. Each patient's prescription will be dispensed in a sealed package ready to be handed over to the patient and tracked using bar codes.
2. The packaging material must be eco-friendly, discreet, and robust, recyclable, and opaque.
3. Each patient's prescription must be packaged in such a manner that it will guarantee the safety, quality, and efficacy of the medicines in accordance with the registration requirements for such medicine in terms of the Medicines Act throughout the delivery process
4. The PMP label must contain the PMP ID, PMP ID barcode, PuP, originating facility, Repeat Number, patient name and surname, patient ID, patient DOB, patient cell number, file/folder number, NSD, next NSD or date to return to facility, script number, delivery date, proxy name, surname and ID.
5. All the month's supply of medicine items except for/apart from cold chain items must be packed in one PMP.
6. Additional ad hoc messaging may be requested for the PMP in terms of extra labels or extra messagesto appear on thePMP label, on an ad hoc and pre-arranged basis.

#### 2.1.5.3 Medicine item labels

1. The labelling of the dispensed products must be easy peel labels, clear, legible and indelible.
2. Medicine labels must contain the patient's name and surname, directions foruse, name and address of the originating facility, date of dispensing, prescription number and dispensing

pharmacist name.

3. Medicine usage directions must be displayed in the language of choice of the patient.

### 2.1.6 Helpdesk functionality and other communication

The successful bidder will be required to establish a Helpdesk.
The helpdesk must operate business days from07:00 to17:00 and Saturdays from 08:00 to13:00 and consist of the following:

1. A toll-free number for inbound calls with outbound call functionality. This must allow patients, PuPs, facilities and other stakeholders to make enquiries. Data must be captured accurately for reporting purposes.
2. Adhere to call center requirements as per pre-determined criteria by theNDoH.
3. An e-mail communication center for all enquiries received via e-mail.
4. A “Please call me” service.
5. An innovative alternative communication offering to patients.
6. Clinical query handling and counselling.
7. A customer satisfaction attribution score (CSAT) system must beimplemented and first contact resolution (FCR) must be measured.
8. A helpdesk ticketing system must be utilized to track all enquiries, resolution times and results.
9. Incorporating the Dablapmeds brand to patient and clinician facing communications

Uncollected PMP information must be retrieved via the application programmeming interface (API) from the PuPs. Patients must be notified via SMS or alternative electronic communication solution once the PMP is delivered and ready for collection at the PuP. Health facilities must be informed of patient`s failure to collect PMPs in order to activate tracing mechanisms.

### 2.1.7 Reporting

The service provider must have a data management team responsible for CCMDD reporting and data management. Accurate CCMDD reports must be provided as per the pre-determined data elements and schedule.

### 2.1.8 Stakeholder engagement & training

The service provider must delegate a team of skilled personnel to attend to operations and a delegate to attend to stakeholder engagement at a national level and per province. The service provider must avail district coordinators to assist with operations on a district level, maintain relations with facilities and districts as well as assist with CCMDD training and marketing using the approved training material.The contracted service provider must provide a CCMDD related training programme that includes CCMDD topics, standard operating procedures (SOPs), best practices and standard treatment guidelines (STGs) related clinical knowledgeusing the approved training material for service provider staff.

### 2.1.9 Invoice submission

Invoices must be submitted monthly by the 7th of the following month to the NDOH. Data on the invoice must be for the entire preceding month. Invoice must be accompanied by specified documentation in compliance with the SLAs and SOPs, with the successful bidders.SP must be CSD compliant and updated annually.

### 2.1.10 Information management system

The contracted service provider must maintain a database with the following information but not limited to:

1. Prescriptions and patient information in which all relevant patient and prescription information is recorded.
2. Prescription regimens and indications as per the prescription.
3. Medication errors inclusive of prescription rejection surveillance data.
4. PMP management.

The contracted service providers are required to digitally integrate with NDoH software, by way of a fully documented API web service, prior to commencement of any service provision. This integration entails, but is not limited to:

1. Continuous collection of prescription requests,
2. Continuous feedback as to the progress of the contracted service provider progresses in each script fulfilment stage.
3. Confirmation of successful receipt of the request.
4. Script rejection handling.
5. Confirmation of script compilation, as well as which month supply.
6. PMP dispatch notification.
7. Expected PMP delivery date notification.
8. PMP delivery confirmation to PuP.
9. Return collection handling.

### 2.1.11 Insurance

The contracted service provider must insure the stock against loss or damage due to storage and/or delivery on a yearly basis at the contracted service provider’s own cost. Stock must be insured from the time the proof of delivery (PoD) is signed from the pharmaceutical supplier and up until the PoD is signed by the PuP for delivery of PMPs. The Bidder must furnish documentary proof of the insurance cover, within a month of the award of this bid.The contracted service provider will submit proof of active insurance to NDoH on a yearly basis.

### 2.1.12 Essential Services

The contracted service provider agrees that the service will be declared as an essential service, as defined by legislation, to promote the provision of uninterrupted services.

## 2.3 PuP Services

### 2.2.1 Receiving &Storing of PMPs

PuPs must receive PMPs, as completely dispensed prescriptions from the service provider, check consignment accuracy and sign the POD.Containers must be unpacked, contentsverified and discrepancies logged with the service provider. All PMPs must be received on the NDoH electronic web system.

PMPs must be stored in a secure lockable room/cupboard/ area where adequate security from theft and tampering with PMPs can be prevented. PuPs must have sufficient storage capacity to store PMPs received up to 7 (seven) days before NSD, until PMP collection and return.Ensure proper and efficient cold chain storage for thermolabile PMPs.
PMPs must be stored according to GPP principles.

An appropriate storage system must be implemented to ensure easy retrieval of PMPs and identification of uncollected PMPs. The PuP must have insurance to cover stock against loss, damage or theft.

### 2.2.2 PMPs collection and return

The PuP must provide appropriately trained personnel to perform the following functions as per the standard operating procedures:

1. Verify the identity of the patient or nominated collector.
2. Perform PMP scanning functions (The PMP must be confirmed as collected on the electronic NDoH system and the patient manifest must be signed by the patient/proxy as proof of collection);
3. Complete the patient's collection card to indicate collection of PMP.
4. Communicate the next NSD or return to facility date to the patient as per thePMP.
5. Provide any additional information to the patient during the handover of the PMP as required and requested by the patient.
6. Update the patient information on SyNCH if needed.
7. Log uncollected PMPs for upliftmenttothe contracted service provider.

### 2.2.3 Reporting & Stakeholder relationship

1. Notify the contracted service provider of any service errors by logging the error as per the service error SOP.
2. Any reported/ perceived medication errors must be reported to the contracted service provider call center/ Service error report function on SyNCH and the patient must be referred back to originating facility.

3. Provide monthly reports on predetermined data elements.
4. Delegate a person to attend monthly/quarterly meetings as required with NDoH/PDoH.
5. Delegate a staff member per PuP for compulsory PuP virtual training sessions.

### 2.2.4 Invoice submission

Invoices must be submitted monthly by the 7th of the following monthto the NDOH. Data on the invoice must be for the entire preceding month. Invoice must be accompanied by specified documentation in compliance with theSLAs and SOPs, with the successful bidders.PuP must be CSD compliant and updated annually.

### 2.2.5 Communication

1. Successful PUP must be able to utilize the dispensing and distribution service provider's call center for all enquiries and notifications relating to PMPs.
2. Refer the patient to their originating health facility for clinical evaluation when the last repeat prescription is issued or patient reports any concerns relating to their health;
3. Inform the DoH within 48 hours in writing of any event of PMPs that are missing, misappropriated or damaged.
4. Must ensure the appropriate Dablapmeds signage is used to ensure easy identification of PuP from the outside as well as a clearly marked collection area.
5. Must assist with Dablapmeds marketing campaigns to patients.
6. Must assist in communication of ad hoc important information to CCMDD patients.

### 2.2.6 General

1. The successful bidder will be expected to maintain operating hours appropriate to the specific area to be covered in the SLA.
2. Geographically accessible.
3. Storage conditions as per GPP guidelines.
4. Must be in possession of the following equipment and always ensure operability (Financial stability to acquire needed equipment at own expense):
    a) Laptop/ Computer/ Device compatible with SyNCH.
    b) Connection device to ensure internet connectivity and sufficient data
    c) Handheld scanner or compatible device to perform barcode scanning function.
    d) Appropriately sized fridge for storage of cold chain items.
    e)

### 2.2.7 Essential Services

The contracted service provider agrees that the service will be declared as an essential service, as defined by legislation, to promote the provision of uninterrupted services.

### 2.2.8 Information management and reporting

1. The successful bidder on PUP services will be expected to utilize theSyNCH system which isa web-based NDoH systemand will be provided with access as well as training.
2. Maintain and file required records of PODs, delivery manifests, discrepancy reports and uplifted PMP lists.
3. Provide monthly reports to DoH on pre-determined data elements.
4. Report any alleged medication errors to the dispensing and distribution service provider and the DoH.

## 3. BID DOCUMENT CHECKLIST

| BIDDER NAME | | |
|---|---|---|
| **Checklist 1a: Checklist for Dispensing and Distribution** | | **Yes/No** |
| 1 | SBD 1: Invitation to bid | |
| 2 | CSD database sheet for bidder | |
| 3 | SBD 4: Declaration of interest | |
| 4 | SBD 5: National Industrial Participation Programme | |
| 5 | SBD 6.1: Preference Points Claimed (B-BBEE) | |
| 6 | B-BBEE Status Level Verification Certificate | |
| 7 | Registration Certificate with CIPC or proof of ownership/shareholding. | |
| 8 | In the case of a bidder offering dispensing and distribution services as part of this bid:<br>a. The pharmacy premises, where the services will be provided, must be licensed by the Director General of the Department of Health.<br>b. The owner, responsible pharmacist and pharmacy premises must be recorded with the SAPC in terms of the PharmacyAct. | |
| 9 | In the case of a bidder offering central warehousing services as part of this bid:<br>a. The pharmacy premises, where the services will be provided, must be licensed by the DirectorGeneraloftheDepartmentofHealth.Thepharmacyrecordedasawholesale pharmacy with the SAPC in terms of the PharmacyAct.<br>b. The bidder or sub-contractor, as applicable, must hold a license to act as a wholesaler issuedintermsoftheMedicinesAct,bytheDirector-GeneraloftheDepartmentofHealth. | |
| 10 | Pricing schedule Annexure C | |
| 11 | Entity profile | |
| 12 | The contracted service provider agrees that the service will be declared as an essential service, as defined by legislation, to promote the provision of uninterrupted services | |
| 13 | Attendance of compulsory virtual briefing session | |
| **Checklist1b:** | | |
| 1 | Reference (testimonials) | |
| 2 | Document detailing technical experience and roles and responsibilities of main team members | |
| 3 | Proposed project implementation plan | |
| 4 | Capacity plan | |
| 5 | Supply chain management information. | |
| 6 | Information relating to prescription management, dispensing and medication error surveillance. | |
| 7 | Details regarding information management system, monitoring and reporting requirements. | |
| 8 | Communication strategy. | |
| 9 | Risk management approach. | |
| 10 | Financial stability - Stamped original bank rating letter with grading | |

| | |
|---|---|
| Signed: | |
| Date: | |

| | |
|---|---|
| **BIDDER** | |

| NAME | | |
|---|---|---|
| **Checklist 2a: Checklist for Pick up Point services** | | **Yes/No** |
| 1 | SBD 1: Invitation to bid | |
| 2 | CSD database sheet for bidder | |
| 3 | SBD 4: Declaration of interest | |
| 4 | SBD 5: National Industrial Participation Programme | |
| 5 | SBD 6.1: Preference Points Claimed (B-BBEE) | |
| 6 | B-BBEE Status Level Verification Certificate | |
| 7 | Registration Certificate with CIPC or proof of ownership/shareholding. | |
| 8 | In the case of abidder being a Pharmacy offering PuP services as part of this bid:<br>c. The pharmacy premises, where the services will be provided, must be licensed by the Director General of the Department of Health;and<br>d. The owner, responsible pharmacist and pharmacy premises must be recorded with the SAPC in terms of the PharmacyAct. | |
| 9 | Where offer is for a professional body practice, please include a copy of a valid and current professional body registration eg HPCSA, SANC etc. | |
| 10 | Entity profile | |
| 11 | The contracted service provider agrees that the service will be declared as an essential service, as defined by legislation, to promote the provision of uninterrupted services | |
| 12 | Pricing schedule (Annexure D). | |
| **Checklist 2b: Pick-up Point Services** | | |
| 1 | Willingness to utilize SyNCH, the CCMDD Electronic System | |
| 2 | Ability to store PMPs/PHPPs as would be outlined in the SLA for successful bidders | |
| 3 | Ability to receive and issue PMPs/PHPPs as would be outlined in the SLA for successful bidders | |
| 4 | Ability to comply with reporting requirements as would be outlined in the SLA for successful bidders | |
| 5 | Ability to invoice accurately would be outlined in the SLA for successful bidders | |
| 6 | Conform to CCMDD communication guidelines as would be outlined in the SLA for successful bidders | |
| 7 | Located in a suitable geographical location outside of a public health facility and easily accessible to patients. | |
| 8 | Demonstrate national or provincial footprint | |
| 9 | Operating times suitable to the community being serviced | |
| 10 | Conform to CCMDD branding guidelines | |
| Signed: | | |
| Date: | | |

## 3.1 Preference Point System

In terms of regulation 6 (six) of the Preferential Procurement Regulations pertaining to the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000), responsive bids will be adjudicated by the State on the 90/10-preference point system in terms of which points are awarded to bidders based on:

1. The bid price (maximum 90 points)
2. B-BBEE status level of contributor (maximum 10 points)

Bidders are required to complete the preference claim form (SBD 6.1) and submit their original and valid B-BBEE status level verification certificate or a certified copy thereof or sworn affidavit, at the closing date and time of the bid in order to claim the B-BBEE status level point.

## 4. SPECIAL REQUIREMENTS AND CONDITIONS OFCONTRACT

## 4.1 Legislative and RegulatoryFramework

This bid and all contracts emanating therefrom will be subject to the General Conditions of Contract issued in accordance with Treasury Regulation 16A published in terms of the Public Finance Management Act, 1999 (Act No.1 of 1999).

Where the Special Requirements and Conditions of Contract are against the General Conditions of Contract, the Special Requirements and Conditions of Contract shall prevail.

1. Bids received after the closing date and time at the address stipulated in this bid document will not be accepted for consideration and where practical, be returned unopened to the bidder.
2. The NDoH reserves the right to award according to the mostsuitable option submitted as adjudicated by the evaluation criteria.
3. The NDoH reserves the right to stop the contract partly or as a whole or, temporarily or indefinitely,inwhicheventneitherclaimnorliabilitywhatsoevershalllieagainstNDoHeither due to non-compliance, non-performance, funding constraints or policyshifts.
4. The National Department of Health reserves the right to award the bid in full, partially or not to award at all.
5. The right is also reserved to withdraw or amend any of the bid conditions, by notice, in writing to all bidders prior to closing date and time and post award of this bid.
6. In the event that the incorrect award has been made, the National Department of Health reserves the right to remedy the matter in any manner it may deem fit.
7. For dispensing and distribution, this contract in its entirety will be for 8 provinces, Eastern Cape, Free State, Gauteng, Kwazulu Natal, Limpopo, Mpumalanga, North

West, Northern Cape:

a. The NDoH reserves the right to award this bid perprovince.

b. A service provider may be awarded more than one Province.

8. For Pick-up Points, the NDoH reserves the right to award this bid at a national level.The NDoHreservestherighttocontractadditionalPuPsafterthe awardonthesame terms and conditions of thiscontract. The contracted PUP/PUPs will serve as a benchmark price for the other PUPs to be contracted.
9. The NDoH reserves the right to conduct price negotiations, where deemed necessary.
10. All service providers are bound to protect the confidentiality of all data (including patient confidentiality and the protection of personal information, as per the Act) and information gathered and accessed through the work on assignment. Information and data received and accessed through this project may only be used to meet the objectives outlined in thesespecifications. The NDoH reserves the right to request any relevant documentation at any stage ofimplementation.
11. Allrecords,dataandinformationrelatingtotheprogrammeareownedby NDoHandremain theintellectualpropertyofNDoHandassuchmustbetreatedasconfidentialbytheService Provider.
12. Attheendofthecontractperiod,theserviceprovidershallmakeavailabletoNDoHarecord of all the data and information relating to NDoH to enable the new service provider to take on that data and information sufficiently and properlyinamannerwhichwouldenable the new service provider to commence delivering services tothe NDoH.
13. Stock provided by the NDoH/PDoH remains the property of the NDoH and PDoH at the end of the contractperiod must be returned to NDoH/PDoH.
14. TheNDoHreservestherighttoconductsupplierduediligencepriortofinalawardor during the tenure of the contract which may include sitevisits.
15. **Price adjustments** according to CPI will be performed annually, with the first increase 12 months after the start of thecontract.
    a. Price adjustments will be performed on the price, excludingVAT.
    b. Contracted service providers are required to apply for the annual price adjustments latest by 28 February of eachyear.
    c. Eligibility for favorableCPI may be withdrawn considering evidence of poor compliance with contractualobligations.
16. Penalties will be applied individually according tothe dispensing and distribution services according to specific criteria as defined in SLAs
17. PuP service providers will also be subject to penalties asspecified in the relevant SLA.
18. Winding down -Duringthetransitionperiodfromthecurrentcontracttothenewcontract, a phase out/phase in process will be implemented over a period of 4 (four)months.
    a. The service provider is required to make reasonable efforts to facilitate the transfer in a manner that minimizes the time to complete such transfer and maintains uninterrupted service delivery requirements topatients.

## 4.2 MandatoryRequirements

### 4.2.1 Attendance at the compulsory virtual briefing session.

This session will provide bidders with an opportunity to obtain clarity on certain aspects of the process as set out in this document and to address any issues they may have. This session is compulsory for all bidders on Dispensing and Distribution services as well as Combination of Dispensing and Distribution and PuP services (options 1, 3,4 and 5 as defined in section 2.1 of this document).

Attendance at the briefing session is not compulsory for bidders offering of only PuP services.

### 4.2.2 Submission of complete bid documents

Bidders must submit all required documents by the closing date and time of the bid.
Refer to Annexures A and B.

### 4.2.3 Bid document sets

Bidders must submit **three** sets of bid documents according to the instructions below.

**Set 1: Hard copy (constitutes the legally binding bid document)**

All SBD and Bid Response forms must be completed in black typescript. All fields mustbecompleted.Wherenoelectronicentryfieldisprovided,biddersmustcomplete the forms in black ink, handwritten in capital letters. Where information as requested is not relevant, this should be indicated with N/A. After completion, the full PDF document and the Bid Response document must be printed. Bidders must submit their complete bid in hard copy format (paper document). The signed hard copy ofthe bid document will serve as the legal biddocument.

The duly authorized designee of the entity submitting the bid must attach his/her official signature where indicated on the documents. All pages in the bid submission must be initialed by the same person with black ink. The use of correction fluid is not acceptable. Any change/s must be clearly indicated and initialed. Where certified copies of documents are required, the person certifying such documents must not be associated with the bidder in any way.

**Set 2: Scanned version of Set 1. (i.e. Scanned complete hard copy)**

Bidders **must** submit a PDF version of the entire signed hardcopy bid, including all certificates and documents requested.

**Set 3: Electronic version of bid documents**

Bidders **must** submit the electronic versions of all bidding documents to facilitatedata extraction. The PDF document must be submitted as editable PDF and the Bid Response Document in Excel (notPDF).

**Set 2 and Set 3 must be included on an USB and submitted in a sealed package with Set 1**. The full name and address of the bidder, the bid number and the closing date of the bid must be clearly indicated on thepackage.

All three sets of bid documents must be submitted before the closing time of the bid (date and hourspecified in the biddingdocuments).Incomplete bids will be deemed non-responsive.

#### 4.2.4 Registration on Central Supplier Database

The Central Supplier Database (CSD) is managed by National Treasury to serve as the source of all supplier information for all contracted service provider of government. The purpose of centralizing government's supplier database is to reduce duplication of effort and cost for both supplier and government while enabling electronic procurement processes.

It is a compulsory requirement that all bidders are registered on the CSD at the closing time of the bid (date and hour specified in the bidding documents). Furthermore, suppliers must provide the unique supplier number and security code allocated to them as part of the bid document.

A bid will be deemed non-responsive if the bidder fails to provide the unique supplier number and security code.

For information regarding registration on the CSD, go to www.csd.gov.za.

### 4.3 Legislativerequirements

In the case of a bidder offering dispensing and distribution services as part of this bid:

1. The pharmacy premises, where the services will be provided, must be licensed by the Director General of the Department of Health;and
2. The owner, responsible pharmacist and pharmacy premises must be recorded with the SAPC in terms of the PharmacyAct.

In the case of a bidder offering central warehousing services as part of this bid:

1. The pharmacy premises, where the services will be provided, must be licensed by the DirectorGeneraloftheDepartmentofHealth;andthepharmacyrecordedasawholesale pharmacy with the SAPC) in terms of the PharmacyAct.
2. The bidder or sub-contractor, as applicable, must hold a license to act as a wholesaler issuedintermsoftheMedicinesAct,bytheDirector-GeneraloftheDepartmentofHealth.

All licenses and recording with the SAPC must be maintained for the full contract period. Non-compliance with thisspecial condition will result in the cancellation of the bid or contract.

### 4.4 Business sustainability

Bidders are required to submit information that shows adequate supply chain management, human resources and transport and logistics capabilities.
Bidders are required to submit stamped original bank rating letters with grading.

## 5. BID EVALUATION PHASES ANDCRITERIA

The evaluation process will be conducted in three phases as follows:

| Phase 1: Mandatory Requirements Eligibility Check | Phase 2: Technical Evaluation | Phase 3: Price and Preference Points |
|---|---|---|
| Pre-screening: Attendance at compulsory briefing session; Supply chain conditions; legislative compliance | Functionality review and assessment scored and weighted as defined | Price and preferential points system |

### 5.1 Phase 1: Mandatory Requirements Eligibility Check

Attendance at the briefing session is compulsory for bidders submitting bids for Dispensing and Distribution or Combinations of Dispensing and Distribution and Pick up Point Services. The briefing session is not compulsory for prospective bidders where the offering is only for pick up point services.

*Enquiries by interested parties*

Followingthebriefingsession,interestedpartiesareinvitedtosubmitalltheirenquiriestothe designatedpersonslisted.Responsestothesewillbemadeintheformofbriefingnotestoall the interested parties in order to promote equal provision of information to allparties.

All enquiries related to the bid should be sent to :tenders@health.gov.za

The cut off for queries will be 7 calendar days prior to the closing date of the bid.

Submission of completed bid documents will be evaluated against checklists in Annexures A and B which includes Annexures C and D.
Bids will be evaluated for compliance with Special Requirements and Conditions of Contract (SRCC).
Bidders that do not comply will be disqualified from further evaluation.

### 5.2 Phase 2: Technical Evaluation

Functional requirements

1. Itisimperativethatthebidderprovidessufficientinformationtoillustratethatitcan provide the service and to provide the necessary information to enable it to make an effective comparison betweenbids.
2. All submissions should include a comprehensive explanation of any similar service

provided and how the business model could be adapted (if necessary) to provide the requiredservices.Examplesofcurrentpractice,copiesofstandardoperatingprocedures, photographs, illustrations, diagrams etc. must beprovided.

3. Refer to the SOW as set out in this document for guidance on requirements and deliverables that should be considered when detailing functional requirements response.

4. The evaluation will utilize the following guidelines for scoring.

| Score | Classification | Definition |
|---|---|---|
| 0 | No response (complete non-compliance) | No response at all or insufficient information provided in the response such that the solution is totally not assessable and/or incomprehensible. |
| 1 | Unsatisfactory response (potential for some compliance but very major areas of weakness) | Substantially unacceptable submission which fails in several significant areas to set out a solution that addresses and meets the requirements: little or no detail may (and, where evidence is required or necessary, no evidence) have been provided to support and demonstrate that the Service Provider will be able to provide the services and/or considerable reservations as to the Service Provider's proposals in respect of relevant ability, understanding, expertise, skills and/or resources to deliver the requirements. Would represent a very high-risk solution for the Department. |
| 2 | Partially acceptable response (one or more areas of major weakness) | Weak submission which does not set out a solution that fully addresses and meets the requirements: response may be basic/ minimal with little or no detail (and, where evidence is required or necessary, with insufficient evidence) provided to support the solution and demonstrate that the Service Provider will be able to provide the services and/or some reservations as to the Service Provider's solution in respect of relevant ability, understanding, expertise, skills and/or resources to deliver the requirements. May represent a high-risk solution for the Department. |
| 3 | Satisfactory and acceptable response (substantial compliance with no major concerns) | Submission sets out a solution that largely addresses and meets the requirements, with some detail (or, where evidence is required or necessary, some relevant evidence) provided to support the solution; minor reservations or weakness in a few areas of the solution in respect of relevant ability, understanding, expertise, skills and/or resources to deliver the requirements. Medium, acceptable risk solution to the Department. |
| 4 | Fully satisfactory /very good response (fully compliant with requirements). | Submission sets out a robust solution that fully addresses and meets the requirements, with full details (and, where evidence is required or necessary, full, and relevant evidence) provided to support the solution; provides full confidence as to the relevant ability, understanding, expertise, skills and/or resources to deliver the requirements. Low/no-risk solution for the Department. |
| 5 | Outstanding response (fully compliant, with some areas exceeding requirements) | Submission sets out a robust solution and, in addition, provides or proposes additional value and/or elements of the solution which exceed the requirements in substance and outcomes in a manner acceptable to the Department; provides full confidence as to the relevant ability, understanding, expertise, skills and/or resources not only to deliver the requirements but also exceed it as described. Low/no-risk solution for the Department. |

For all options, excluding where the offer is for only PuPs

- Bidders must achieve a minimum functionality score of 70 points to progress to phase3.
- Bidders will be scored according to the following weightedcriteria:

| Criteria | Weighting | Scoring Values |
|---|---|---|
| **Experience in central dispensing and/or distribution of PMP**<br><br>Bidder to provide:<br>• At least 2 (two) testimonials (originalcopies) from previous contractors/clients provided on the letterhead of contractor/client. The duration of the relationship must be indicated in the testimonial.<br>• Testimonials must be signed by the Chief Executive Officer or Financial Director.<br>• Proposed staff structure, including curriculum vitae (CV) of key personnel that will be working on the programme.<br><br>Bidder to be assessed on:<br>• Years of experience providing similar services.<br>• Technical experience, roles and responsibilities of main teammembers. | 10 | > 8 years = 5<br>6 - 7 years= 4<br>4 - 5 years = 3<br>2 - 3 years = 2<br>< 2 years = 1<br>No experience = 0 |
| **Proposed project implementation plan**<br><br>Bidder to provide proposed project implementationplan.<br>Bidder to be assessed based on:<br>• Activities in pre-project implementationphase<br>• Activities during project implementationphase<br>• Activities during project closeout<br>• Capacity plan:<br>o Provide a detailed operational plan detailing the ability to take on existing capacity and proposals to cope with growth. Timeframes must be detailed.<br>• The ability to continue service delivery with minimum interruptions to the current CCMDD processes.<br>o If proposed plan differs from the current CCMDD model, detail the difference and elaborate on the risk mitigation strategy. | 10 | No information =0<br>Poor=1<br>Below average =2<br>Average =3<br>Good =4<br>Excellent =5 |
| **Supply Chain, Inventory and Stock management**<br><br>Bidder to provide and be assessed on:<br>• Information regarding electronic inventory managementsystem and the proposed inventory management processes.<br>• Warehousing capabilities and ability to maintain GWP in bulk warehouse, cold chain storage units and dispensary storage.<br>• Virtual stock holding and management capabilities between provinces. | 15 | No information =0<br>Poor=1<br>Below average =2<br>Average =3<br>Good =4<br>Excellent =5 |

| Criteria | Weighting | Scoring Values |
|---|---|---|
| **Prescription management, dispensing and medication error surveillance:**<br>Bidder to provide information and be assessed on:<br>• Prescription & Dispensing system.<br>• Prescription management:<br>o Receipts of paper-based & electronic prescriptions.<br>o Quantity verification system of prescriptions.<br>o Quality management.<br>o Management of medication errors.<br>• Record keeping ensuring data quality. | 15 | No information = 0<br>Poor = 1<br>Below average = 2<br>Average = 3<br>Good = 4<br>Excellent = 5 |
| **Distribution of PMPs:**<br>Bidder to provide information and be assessed on:<br>• Capacity to deliver PMPs to all PuPs on time within the required frequencies.<br>• Ability to ensure upliftment of uncollected PMPs within the indicated timeframes.<br>• Management of distribution team to ensure the required service levels.<br>• Ability to record PoDs to ensure on-time invoicing and reporting.<br>• Proposed packaging solutions. | 15 | No information = 0<br>Poor = 1<br>Below average = 2<br>Average = 3<br>Good = 4<br>Excellent = 5 |
| **Information management system, monitoring and reporting requirements:**<br>Bidder to provide information and be assessed on:<br>• Information management system.<br>• Process that will be implemented to prevent duplicate profile creation.<br>• Ability to interface with DoH systems.<br>• Data management processes.<br>• Record keeping. | 10 | No information = 0<br>Poor = 1<br>Below average = 2<br>Average = 3<br>Good = 4<br>Excellent = 5 |
| **Communication strategy**<br>Bidder to provide proposed communication strategy.<br>Bidder to be assessed based on:<br>• Help desk management capabilities and tools.<br>• Inbound toll-free call center functionality and capacity<br>• Outbound call center capacity<br>• E-mail communication center.<br>• Alternative communication platform for patients, facilities and PuPs that will be implemented.<br>• Patient notification processes which include SMS<br>• Medication error reporting processes.<br>• Record keeping of all help desk services. | 5 | No information = 0<br>Poor = 1<br>Below average = 2<br>Average = 3<br>Good = 4<br>Excellent = 5 |

| Criteria | Weighted % | Scoring Criteria |
|---|---|---|
| **Risk management**<br><br>Bidder to provide proposed risk management plan.<br>Bidder to be assessed based on:<br>• Description of risk managementapproach, i.e. processes, techniques, tools, and team roles and responsibilities;<br>• Disaster recovery plan.<br>• Essential services.<br>• Insurance.<br>• Information system sustainability and security.<br>• Distribution in high riskareas.<br>• Business continuity plan.<br>• Alternative power supply. | 10 | No information =0<br>Poor=1<br>Below average =2<br>Average =3<br>Good =4<br>Excellent =5 |
| **Financial stability**<br>Bidder to provide stamped original bank rating letter with grading.<br>Provide information which demonstrates that the bidder has available or access to sufficient financial means to meet the anticipated cash flow requirements for its role as CCMDD successful bidder. | 10 | No information = 0<br>Category C =1<br>Category B = 3<br>Category A = 5 |

**PuP Services**

Prior to contracting PuPs, due diligence will be conducted to ensure compliance with the following requirements, in accordance with the scope of work:

1. Willingness to utilize SyNCH, the CCMDD Electronic System
2. Ability to store PMPs/PHPPs as would be outlined in the SLA for successful bidders
3. Ability to receive and issue PMPs/PHPPs as would be outlined in the SLA for successful bidders
4. Ability to comply with reporting requirements as would be outlined in the SLA for successful bidders
5. Ability to invoice accurately would be outlined in the SLA for successful bidders
6. Conform to CCMDD communication guidelines as would be outlined in the SLA for successful bidders
7. Located in a suitable geographical location outside of a public health facility and easily accessible to patients.
8. Demonstrate national or provincial footprint
9. Operating times suitable to the community being serviced
10. Conform to CCMDD branding guidelines

Due diligence

1. TheDoHreservestherighttoconductsupplierduediligenceprior to finalawardoratany time during the contract period. This may include site visits to assess whether the site complies with requirements as set out in the scope ofwork.
2. Bidders may be required to do a presentation to the Bid Evaluation Committee to qualifythe proposal.

The site visit will utilize the following template:

| **Site Visit Assessment** | **1** | **2** | **3** | **4** | **5** | **Fail** |
|---|---|---|---|---|---|---|
| Compliance in terms of: | | | | | | |
| Medicines Control Act, Act 101 of 1965, as amended and regulations and guidelines | | | | | | |
| Pharmacy Act, Act 53 of 1974, as amended and regulations and guidelines | | | | | | |
| Occupational Health and Safety Act, Act 85 of 1993 and regulations and guidelines | | | | | | |
| Labour Relations Act, Act 66 of 1995 and regulations and guidelines | | | | | | |
| Appropriate premises | | | | | | |
| Capacity | | | | | | |
| Logistics and fleet | | | | | | |
| Operations | | | | | | |
| Information Systems | | | | | | |
| Security | | | | | | |
| Financial: depending on rating | | | | | | |

## 5.3 Phase 3: Price and Preference Points

Price evaluation

1. A maximum of 90 points will be awarded
2. The bidder must complete the Excel bid response document as provided in the Bid Documents.
3. All prices must bequoted:
   a) in South African Rand(ZAR).
   b) perPMP.
   c) perprovince.
   d) for services offered, e.g. dispensing and distribution, PuP services or combinations thereof;
   e) inclusive ofVAT.
   f) as per the pricing template provided.

B-BBEE point allocation

A maximum of 10 points will be awarded for achieving B-BBEE levels according to the formula in the preference claim form (SBD 6.1), where such level is claimed, and relevant proof is submitted.

## 6 POST AWARD PERFORMANCEMANAGEMENT

TheNDoH,incollaborationwithprovinces,willmonitortheperformanceofcontractedservice providers.

The DoH will evaluate service providers in terms of key performance indicators on a regular basis.

The DoH may, at any time, carry out inspections, either using DoH personnel and/or through contracted auditors.Details relating to performance management will be included in the Service Level Agreement.

## Annexure A:Checklist for Dispensing and Distribution

| BIDDER NAME | | |
|---|---|---|
| **Checklist 1a: Checklist for Dispensing and Distribution** | | **Yes/No** |
| 1 | SBD 1: Invitation to bid | |
| 2 | CSD database sheet for bidder | |
| 3 | SBD 4: Declaration of interest | |
| 4 | SBD 5: National Industrial Participation Programme | |
| 5 | SBD 6.1: Preference Points Claimed (B-BBEE) | |
| 6 | B-BBEE Status Level Verification Certificate | |
| 7 | Registration Certificate with CIPC or proof of ownership/shareholding. | |
| 8 | In the case of a bidder offering dispensing and distribution services as part of this bid:<br>e. The pharmacy premises, where the services will be provided, must be licensed by the Director General of the Department of Health.<br>f. The owner, responsible pharmacist and pharmacy premises must be recorded with the SAPC in terms of the PharmacyAct. | |
| 9 | In the case of a bidder offering central warehousing services as part of this bid:<br>c. The pharmacy premises, where the services will be provided, must be licensed by the DirectorGeneraloftheDepartmentofHealth.Thepharmacyrecordedasawholesale pharmacy with the SAPC in terms of the PharmacyAct.<br>d. The bidder or sub-contractor, as applicable, must hold a license to act as a wholesaler issuedintermsoftheMedicinesAct,bytheDirector-GeneraloftheDepartmentofHealth. | |
| 10 | Pricing schedule Annexure C | |
| 11 | Entity profile | |
| 12 | The contracted service provider agrees that the service will be declared as an essential service, as defined by legislation, to promote the provision of uninterrupted services | |
| 13 | Attendance of compulsory virtual briefing session | |
| **Checklist1b:** | | |
| 1 | Reference (testimonials) | |
| 2 | Document detailing technical experience and roles and responsibilities of main team members | |
| 3 | Proposed project implementation plan | |
| 4 | Capacity plan | |
| 5 | Supply chain management information. | |
| 6 | Information relating to prescription management, dispensing and medication error surveillance. | |
| 7 | Details regarding information management system, monitoring and reporting requirements. | |
| 8 | Communication strategy. | |
| 9 | Risk management approach. | |
| 10 | Financial stability - Stamped original bank rating letter with grading | |

| | |
|---|---|
| Signed: | |
| Date: | |

## Annexure B: Checklist for Pick-up Point services

| | | |
|---|---|---|
| **BIDDER NAME** | | |
| **Checklist 2a: Checklist for Pick up Point services** | | **Yes/No** |
| 1 | SBD 1: Invitation to bid | |
| 2 | CSD database sheet for bidder | |
| 3 | SBD 4: Declaration of interest | |
| 4 | SBD 5: National Industrial Participation Programme | |
| 5 | SBD 6.1: Preference Points Claimed (B-BBEE) | |
| 6 | B-BBEE Status Level Verification Certificate | |
| 7 | Registration Certificate with CIPC or proof of ownership/shareholding. | |
| 8 | In the case of abidder being a Pharmacy offering PuP services as part of this bid:<br>g. The pharmacy premises, where the services will be provided, must be licensed by the Director General of the Department of Health;and<br>h. The owner, responsible pharmacist and pharmacy premises must be recorded with the SAPC in terms of the PharmacyAct. | |
| 9 | Where offer is for a professional body practice, please include a copy of a valid and current professional body registration eg HPCSA, SANC etc. | |
| 10 | Entity profile | |
| 11 | The contracted service provider agrees that the service will be declared as an essential service, as defined by legislation, to promote the provision of uninterrupted services | |
| 12 | Pricing schedule (Annexure D). | |
| **Checklist 2b: Pick-up Point Services** | | |
| 1 | Willingness to utilize SyNCH, the CCMDD Electronic System | |
| 2 | Ability to store PMPs/PHPPs as would be outlined in the SLA for successful bidders | |
| 3 | Ability to receive and issue PMPs/PHPPs as would be outlined in the SLA for successful bidders | |
| 4 | Ability to comply with reporting requirements as would be outlined in the SLA for successful bidders | |
| 5 | Ability to invoice accurately would be outlined in the SLA for successful bidders | |
| 6 | Conform to CCMDD communication guidelines as would be outlined in the SLA for successful bidders | |
| 7 | Located in a suitable geographical location outside of a public health facility and easily accessible to patients. | |
| 8 | Demonstrate national or provincial footprint | |
| 9 | Operating times suitable to the community being serviced | |
| 10 | Conform to CCMDD branding guidelines | |
| Signed: | | |
| Date: | | |

## Annexure C: Dispensing and Distribution Price Schedule

| BIDDER NAME | | | | |
|---|---|---|---|---|
| **Annexure C: Dispensing and Distribution Pricing Schedule: Eastern Cape** | | | | |
| **Province** | **Month Supply** | **Fee per PMP ex VAT** | **VAT @ 15%** | **Fee per PMP incl VAT** |
| Eastern Cape | 1 months \| Paper based system (> 1 item on Rx) | | | |
| Eastern Cape | 1 months \| SyNCH (> 1 item on Rx) | | | |
| Eastern Cape | 1 months \| Single line item (Paper based or SyNCH) | | | |
| Eastern Cape | 1 months \| Cold chain proposal | | | |
| Eastern Cape | 2 months \| Paper based system (> 1 item on Rx) | | | |
| Eastern Cape | 2 months \| SyNCH (> 1 item on Rx) | | | |
| Eastern Cape | 2 months \| Single line item (Paper based or SyNCH) | | | |
| Eastern Cape | 2 months \| Cold chain proposal | | | |
| Eastern Cape | 3 months \| Paper based system (> 1 item on Rx) | | | |
| Eastern Cape | 3 months \| SyNCH (> 1 item on Rx) | | | |
| Eastern Cape | 3 months \| Single line item (Paper based or SyNCH) | | | |
| Eastern Cape | 3 months \| Cold chain proposal | | | |
| Eastern Cape | 4 months \| Paper based system (> 1 item on Rx) | | | |
| Eastern Cape | 4 months \| SyNCH (> 1 item on Rx) | | | |
| Eastern Cape | 4 months \| Single line item (Paper based or SyNCH) | | | |
| Eastern Cape | 4 months \| Cold chain proposal | | | |
| Eastern Cape | 5 months \| Paper based system (> 1 item on Rx) | | | |
| Eastern Cape | 5 months \| SyNCH (> 1 item on Rx) | | | |
| Eastern Cape | 5 months \| Single line item (Paper based or SyNCH) | | | |
| Eastern Cape | 5 months \| Cold chain proposal | | | |
| Eastern Cape | 6 months \| Paper based system (> 1 item on Rx) | | | |
| Eastern Cape | 6 months \| SyNCH (> 1 item on Rx) | | | |
| Eastern Cape | 6 months \| Single line item (Paper based or SyNCH) | | | |
| Eastern Cape | 6 months \| Cold chain proposal | | | |
| Signed: | | | | |
| Date: | | | | |

| BIDDER NAME | | | | |
|---|---|---|---|---|
| **Annexure C: Dispensing and Distribution Pricing Schedule: Free State** | | | | |
| **Province** | **Month Supply** | **Fee per PMP ex VAT** | **VAT @ 15%** | **Fee per PMP incl VAT** |
| Free State | 1 months \| Paper based system (> 1 item on Rx) | | | |
| Free State | 1 months \| SyNCH (> 1 item on Rx) | | | |
| Free State | 1 months \| Single line item (Paper based or SyNCH) | | | |
| Free State | 1 months \| Cold chain proposal | | | |
| Free State | 2 months \| Paper based system (> 1 item on Rx) | | | |
| Free State | 2 months \| SyNCH (> 1 item on Rx) | | | |
| Free State | 2 months \| Single line item (Paper based or SyNCH) | | | |
| Free State | 2 months \| Cold chain proposal | | | |
| Free State | 3 months \| Paper based system (> 1 item on Rx) | | | |
| Free State | 3 months \| SyNCH (> 1 item on Rx) | | | |
| Free State | 3 months \| Single line item (Paper based or SyNCH) | | | |
| Free State | 3 months \| Cold chain proposal | | | |
| Free State | 4 months \| Paper based system (> 1 item on Rx) | | | |
| Free State | 4 months \| SyNCH (> 1 item on Rx) | | | |
| Free State | 4 months \| Single line item (Paper based or SyNCH) | | | |
| Free State | 4 months \| Cold chain proposal | | | |
| Free State | 5 months \| Paper based system (> 1 item on Rx) | | | |
| Free State | 5 months \| SyNCH (> 1 item on Rx) | | | |
| Free State | 5 months \| Single line item (Paper based or SyNCH) | | | |
| Free State | 5 months \| Cold chain proposal | | | |
| Free State | 6 months \| Paper based system (> 1 item on Rx) | | | |
| Free State | 6 months \| SyNCH (> 1 item on Rx) | | | |
| Free State | 6 months \| Single line item (Paper based or SyNCH) | | | |
| Free State | 6 months \| Cold chain proposal | | | |
| Signed: | | | | |
| Date: | | | | |

| BIDDER NAME | | | | |
|---|---|---|---|---|
| **Annexure C: Dispensing and Distribution Pricing Schedule: Gauteng** | | | | |
| **Province** | **Month Supply** | **Fee per PMP ex VAT** | **VAT @ 15%** | **Fee per PMP incl VAT** |
| Gauteng | 1 months \| Paper based system (> 1 item on Rx) | | | |
| Gauteng | 1 months \| SyNCH (> 1 item on Rx) | | | |
| Gauteng | 1 months \| Single line item (Paper based or SyNCH) | | | |
| Gauteng | 1 months \| Cold chain proposal | | | |
| Gauteng | 2 months \| Paper based system (> 1 item on Rx) | | | |
| Gauteng | 2 months \| SyNCH (> 1 item on Rx) | | | |
| Gauteng | 2 months \| Single line item (Paper based or SyNCH) | | | |
| Gauteng | 2 months \| Cold chain proposal | | | |
| Gauteng | 3 months \| Paper based system (> 1 item on Rx) | | | |
| Gauteng | 3 months \| SyNCH (> 1 item on Rx) | | | |
| Gauteng | 3 months \| Single line item (Paper based or SyNCH) | | | |
| Gauteng | 3 months \| Cold chain proposal | | | |
| Gauteng | 4 months \| Paper based system (> 1 item on Rx) | | | |
| Gauteng | 4 months \| SyNCH (> 1 item on Rx) | | | |
| Gauteng | 4 months \| Single line item (Paper based or SyNCH) | | | |
| Gauteng | 4 months \| Cold chain proposal | | | |
| Gauteng | 5 months \| Paper based system (> 1 item on Rx) | | | |
| Gauteng | 5 months \| SyNCH (> 1 item on Rx) | | | |
| Gauteng | 5 months \| Single line item (Paper based or SyNCH) | | | |
| Gauteng | 5 months \| Cold chain proposal | | | |
| Gauteng | 6 months \| Paper based system (> 1 item on Rx) | | | |
| Gauteng | 6 months \| SyNCH (> 1 item on Rx) | | | |
| Gauteng | 6 months \| Single line item (Paper based or SyNCH) | | | |
| Gauteng | 6 months \| Cold chain proposal | | | |
| Signed: | | | | |
| Date: | | | | |

| BIDDER NAME | | | | |
|---|---|---|---|---|
| **Annexure C: Dispensing and Distribution Pricing Schedule: KwaZulu Natal** | | | | |
| **Province** | **Month Supply** | **Fee per PMP ex VAT** | **VAT @ 15%** | **Fee per PMP incl VAT** |
| Kwazulu Natal | 1 months \| Paper based system (> 1 item on Rx) | | | |
| Kwazulu Natal | 1 months \| SyNCH (> 1 item on Rx) | | | |
| Kwazulu Natal | 1 months \| Single line item (Paper based or SyNCH) | | | |
| Kwazulu Natal | 1 months \| Cold chain proposal | | | |
| Kwazulu Natal | 2 months \| Paper based system (> 1 item on Rx) | | | |
| Kwazulu Natal | 2 months \| SyNCH (> 1 item on Rx) | | | |
| Kwazulu Natal | 2 months \| Single line item (Paper based or SyNCH) | | | |
| Kwazulu Natal | 2 months \| Cold chain proposal | | | |
| Kwazulu Natal | 3 months \| Paper based system (> 1 item on Rx) | | | |
| Kwazulu Natal | 3 months \| SyNCH (> 1 item on Rx) | | | |
| Kwazulu Natal | 3 months \| Single line item (Paper based or SyNCH) | | | |
| Kwazulu Natal | 3 months \| Cold chain proposal | | | |
| Kwazulu Natal | 4 months \| Paper based system (> 1 item on Rx) | | | |
| Kwazulu Natal | 4 months \| SyNCH (> 1 item on Rx) | | | |
| Kwazulu Natal | 4 months \| Single line item (Paper based or SyNCH) | | | |
| Kwazulu Natal | 4 months \| Cold chain proposal | | | |
| Kwazulu Natal | 5 months \| Paper based system (> 1 item on Rx) | | | |
| Kwazulu Natal | 5 months \| SyNCH (> 1 item on Rx) | | | |
| Kwazulu Natal | 5 months \| Single line item (Paper based or SyNCH) | | | |
| Kwazulu Natal | 5 months \| Cold chain proposal | | | |
| Kwazulu Natal | 6 months \| Paper based system (> 1 item on Rx) | | | |
| Kwazulu Natal | 6 months \| SyNCH (> 1 item on Rx) | | | |
| Kwazulu Natal | 6 months \| Single line item (Paper based or SyNCH) | | | |
| Kwazulu Natal | 6 months \| Cold chain proposal | | | |
| Signed: | | | | |
| Date: | | | | |

| BIDDER NAME | | | | |
|---|---|---|---|---|
| **Annexure C: Dispensing and Distribution Pricing Schedule: Limpopo** | | | | |
| **Province** | **Month Supply** | **Fee per PMP ex VAT** | **VAT @ 15%** | **Fee per PMP incl VAT** |
| Limpopo | 1 months \| Paper based system (> 1 item on Rx) | | | |
| Limpopo | 1 months \| SyNCH (> 1 item on Rx) | | | |
| Limpopo | 1 months \| Single line item (Paper based or SyNCH) | | | |
| Limpopo | 1 months \| Cold chain proposal | | | |
| Limpopo | 2 months \| Paper based system (> 1 item on Rx) | | | |
| Limpopo | 2 months \| SyNCH (> 1 item on Rx) | | | |
| Limpopo | 2 months \| Single line item (Paper based or SyNCH) | | | |
| Limpopo | 2 months \| Cold chain proposal | | | |
| Limpopo | 3 months \| Paper based system (> 1 item on Rx) | | | |
| Limpopo | 3 months \| SyNCH (> 1 item on Rx) | | | |
| Limpopo | 3 months \| Single line item (Paper based or SyNCH) | | | |
| Limpopo | 3 months \| Cold chain proposal | | | |
| Limpopo | 4 months \| Paper based system (> 1 item on Rx) | | | |
| Limpopo | 4 months \| SyNCH (> 1 item on Rx) | | | |
| Limpopo | 4 months \| Single line item (Paper based or SyNCH) | | | |
| Limpopo | 4 months \| Cold chain proposal | | | |
| Limpopo | 5 months \| Paper based system (> 1 item on Rx) | | | |
| Limpopo | 5 months \| SyNCH (> 1 item on Rx) | | | |
| Limpopo | 5 months \| Single line item (Paper based or SyNCH) | | | |
| Limpopo | 5 months \| Cold chain proposal | | | |
| Limpopo | 6 months \| Paper based system (> 1 item on Rx) | | | |
| Limpopo | 6 months \| SyNCH (> 1 item on Rx) | | | |
| Limpopo | 6 months \| Single line item (Paper based or SyNCH) | | | |
| Limpopo | 6 months \| Cold chain proposal | | | |
| Signed: | | | | |
| Date: | | | | |

| BIDDER NAME | | | | |
|---|---|---|---|---|
| **Annexure C: Dispensing and Distribution Pricing Schedule: Mpumalanga** | | | | |
| **Province** | **Month Supply** | **Fee per PMP ex VAT** | **VAT @ 15%** | **Fee per PMP incl VAT** |
| Mpumalanga | 1 months \| Paper based system (> 1 item on Rx) | | | |
| Mpumalanga | 1 months \| SyNCH (> 1 item on Rx) | | | |
| Mpumalanga | 1 months \| Single line item (Paper based or SyNCH) | | | |
| Mpumalanga | 1 months \| Cold chain proposal | | | |
| Mpumalanga | 2 months \| Paper based system (> 1 item on Rx) | | | |
| Mpumalanga | 2 months \| SyNCH (> 1 item on Rx) | | | |
| Mpumalanga | 2 months \| Single line item (Paper based or SyNCH) | | | |
| Mpumalanga | 2 months \| Cold chain proposal | | | |
| Mpumalanga | 3 months \| Paper based system (> 1 item on Rx) | | | |
| Mpumalanga | 3 months \| SyNCH (> 1 item on Rx) | | | |
| Mpumalanga | 3 months \| Single line item (Paper based or SyNCH) | | | |
| Mpumalanga | 3 months \| Cold chain proposal | | | |
| Mpumalanga | 4 months \| Paper based system (> 1 item on Rx) | | | |
| Mpumalanga | 4 months \| SyNCH (> 1 item on Rx) | | | |
| Mpumalanga | 4 months \| Single line item (Paper based or SyNCH) | | | |
| Mpumalanga | 4 months \| Cold chain proposal | | | |
| Mpumalanga | 5 months \| Paper based system (> 1 item on Rx) | | | |
| Mpumalanga | 5 months \| SyNCH (> 1 item on Rx) | | | |
| Mpumalanga | 5 months \| Single line item (Paper based or SyNCH) | | | |
| Mpumalanga | 5 months \| Cold chain proposal | | | |
| Mpumalanga | 6 months \| Paper based system (> 1 item on Rx) | | | |
| Mpumalanga | 6 months \| SyNCH (> 1 item on Rx) | | | |
| Mpumalanga | 6 months \| Single line item (Paper based or SyNCH) | | | |
| Mpumalanga | 6 months \| Cold chain proposal | | | |
| Signed: | | | | |
| Date: | | | | |

| BIDDER NAME | | | | |
|---|---|---|---|---|
| **Annexure C: Dispensing and Distribution Pricing Schedule: North West** | | | | |
| **Province** | **Month Supply** | **Fee per PMP ex VAT** | **VAT @ 15%** | **Fee per PMP incl VAT** |
| North West | 1 months \| Paper based system (> 1 item on Rx) | | | |
| North West | 1 months \| SyNCH (> 1 item on Rx) | | | |
| North West | 1 months \| Single line item (Paper based or SyNCH) | | | |
| North West | 1 months \| Cold chain proposal | | | |
| North West | 2 months \| Paper based system (> 1 item on Rx) | | | |
| North West | 2 months \| SyNCH (> 1 item on Rx) | | | |
| North West | 2 months \| Single line item (Paper based or SyNCH) | | | |
| North West | 2 months \| Cold chain proposal | | | |
| North West | 3 months \| Paper based system (> 1 item on Rx) | | | |
| North West | 3 months \| SyNCH (> 1 item on Rx) | | | |
| North West | 3 months \| Single line item (Paper based or SyNCH) | | | |
| North West | 3 months \| Cold chain proposal | | | |
| North West | 4 months \| Paper based system (> 1 item on Rx) | | | |
| North West | 4 months \| SyNCH (> 1 item on Rx) | | | |
| North West | 4 months \| Single line item (Paper based or SyNCH) | | | |
| North West | 4 months \| Cold chain proposal | | | |
| North West | 5 months \| Paper based system (> 1 item on Rx) | | | |
| North West | 5 months \| SyNCH (> 1 item on Rx) | | | |
| North West | 5 months \| Single line item (Paper based or SyNCH) | | | |
| North West | 5 months \| Cold chain proposal | | | |
| North West | 6 months \| Paper based system (> 1 item on Rx) | | | |
| North West | 6 months \| SyNCH (> 1 item on Rx) | | | |
| North West | 6 months \| Single line item (Paper based or SyNCH) | | | |
| North West | 6 months \| Cold chain proposal | | | |
| Signed: | | | | |
| Date: | | | | |

| BIDDER NAME | | | | |
|---|---|---|---|---|
| **Annexure C: Dispensing and Distribution Pricing Schedule: Northern Cape** | | | | |
| **Province** | **Month Supply** | **Fee per PMP ex VAT** | **VAT @ 15%** | **Fee per PMP incl VAT** |
| Northern Cape | 1 months \| Paper based system (> 1 item on Rx) | | | |
| Northern Cape | 1 months \| SyNCH (> 1 item on Rx) | | | |
| Northern Cape | 1 months \| Single line item (Paper based or SyNCH) | | | |
| Northern Cape | 1 months \| Cold chain proposal | | | |
| Northern Cape | 2 months \| Paper based system (> 1 item on Rx) | | | |
| Northern Cape | 2 months \| SyNCH (> 1 item on Rx) | | | |
| Northern Cape | 2 months \| Single line item (Paper based or SyNCH) | | | |
| Northern Cape | 2 months \| Cold chain proposal | | | |
| Northern Cape | 3 months \| Paper based system (> 1 item on Rx) | | | |
| Northern Cape | 3 months \| SyNCH (> 1 item on Rx) | | | |
| Northern Cape | 3 months \| Single line item (Paper based or SyNCH) | | | |
| Northern Cape | 3 months \| Cold chain proposal | | | |
| Northern Cape | 4 months \| Paper based system (> 1 item on Rx) | | | |
| Northern Cape | 4 months \| SyNCH (> 1 item on Rx) | | | |
| Northern Cape | 4 months \| Single line item (Paper based or SyNCH) | | | |
| Northern Cape | 4 months \| Cold chain proposal | | | |
| Northern Cape | 5 months \| Paper based system (> 1 item on Rx) | | | |
| Northern Cape | 5 months \| SyNCH (> 1 item on Rx) | | | |
| Northern Cape | 5 months \| Single line item (Paper based or SyNCH) | | | |
| Northern Cape | 5 months \| Cold chain proposal | | | |
| Northern Cape | 6 months \| Paper based system (> 1 item on Rx) | | | |
| Northern Cape | 6 months \| SyNCH (> 1 item on Rx) | | | |
| Northern Cape | 6 months \| Single line item (Paper based or SyNCH) | | | |
| Northern Cape | 6 months \| Cold chain proposal | | | |
| Signed: | | | | |
| Date: | | | | |

## Annexure D: Pick-up Point Price Schedule

| **BIDDER NAME** | | | | |
|---|---|---|---|---|
| **Annexure D: Pick-up Point Pricing Schedule** | | | | |
| | **PMP Specification** | **Fee per PMP ex VAT** | **VAT @ 15%** | **Fee per PMP incl VAT** |
| **National (any of the 8 provinces: EC, FS, GP, KZN, LP, MP, NC, NW)** | **Option A** (1,2, 3, 4 months supply) | | | |
| | **Option B** (5 and 6 months supply) | | | |
| | **Cold chain (Total Price)** | | | |
| Signed: | | | | |
| Date: | | | | |