Department of Health and Wellness
Mr E Thomas
Directorate Supply Chain Sourcing
Eldrea.thomas@westerncape.gov.za | Tel: 021 483 6973

YOU ARE HEREBY INVITED TO SUBMIT A REQUEST FOR PROPOSAL (RFP) FOR REQUIREMENTS OF THE DEPARTMENT OF HEALTH: WESTERN CAPE GOVERNMENT

BID NUMBER:**WCGHSC0420/2023** CLOSING DATE: **5 April 2024** CLOSING TIME: **11:00**

WCGHSC0420/2023: REQUEST FOR PROPOSAL (RFP) FROM POTENTIAL SERVICE PROVIDERS IN THE PHARMACY AND MEDICINES MANAGEMENT SECTOR WITHIN THE INFORMATION AND COMMUNICATION TECHNOLOGY INDUSTRY, FOR AN ELECTRONIC MEDICINES MANAGEMENT SYSTEM/S FOR THE WESTERN CAPE DEPARTMENT OF HEALTH AND WELLNESS FACILITIES.

SUBMISSION FORMAT

1. Submissions are to be made in PDF format, submitted by email to eldrea.thomas@westerncape.gov.za, and Rukmini.jacobs@westerncape.gov.za along with any supporting documentation.

2. The closing date and time for submissions is 5 April 2024 @11am.

3. Late submissions may be considered by the Department, at their sole discretion.

4. Service providers must be registered on the CSD Database.

5. The responsive designated official must sign the request for proposal (RFP) and also accept the General Conditions of Contract (GCC).

Please refer all technical/specification enquiries to Dr Tracy Eastman at email Tracy.Eastman@westerncape.gov.za

C MUNNIK
HEAD OF DEPARTMENT
DATE: 29/02/2024

INVITATION TO SUBMIT A REQUEST FOR PROPOSAL (RFP)

ZERO-TOLERANCE TO FRAUD, THEFT AND CORRUPTION (ANTI-FRAUD, THEFT AND CORRUPTION)

THE WCG IS COMMITTED TO GOVERN ETHICALLY AND TO COMPLY FULLY WITH ANTI-FRAUD, THEFT AND CORRUPTION LAWS AND TO CONTINUOUSLY CONDUCT ITSELF WITH INTEGRITY AND WITH PROPER REGARD FOR ETHICAL PRACTICES.

THE WCG HAS A ZERO TOLERANCE APPROACH TO ACTS OF FRAUD, THEFT AND CORRUPTION BY ITS OFFICIALS AND ANY SERVICE PROVIDER CONDUCTING BUSINESS WITH THE WCG.

THE WCG EXPECTS ALL ITS OFFICIALS AND ANYONE ACTING ON ITS BEHALF TO COMPLY WITH THESE PRINCIPLES TO ACT IN THE BEST INTEREST OF THE WCG AND THE PUBLIC AT ALL TIMES.

THE WCG IS COMMITTED TO PROTECTING PUBLIC REVENUE, EXPENDITURE, ASSETS AND REPUTATION FROM ANY ATTEMPT BY ANY PERSON TO GAIN FINANCIAL OR OTHER BENEFIT IN AN UNLAWFUL, DISHONEST OR UNETHICAL MANNER.

INCIDENTS AND SUSPICIOUS ACTIVITIES WILL BE THOROUGHLY INVESTIGATED AND WHERE CRIMINAL ACTIVITY IS CONFIRMED, RESPONSIBLE PARTIES WILL BE PROSECUTED TO THE FULL EXTENT OF THE LAW.

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (*NAME OF DEPARTMENT/ PUBLIC ENTITY*)					
BID NUMBER:	**WCGHSC0420/2023**	CLOSING DATE:	**5 April 2024**	CLOSING TIME:	**11H00**
DESCRIPTION	**WCGHSC0420/2023: REQUEST FOR PROPOSAL (RFP) FROM POTENTIAL SERVICE PROVIDERS IN THE PHARMACY AND MEDICINES MANAGEMENT SECTOR WITHIN THE INFORMATION AND COMMUNICATION TECHNOLOGY INDUSTRY FOR AN ELECTRONIC MEDICINES MANAGEMENT SYSTEM/S FOR THE WESTERN CAPE DEPARTMENT OF HEALTH AND WELLNESS FACILITIES**				
BID RESPONSE DOCUMENTSMUST BE EMAILED TO					
Submissions are to be made in PDF format, submitted by email to eldrea.thomas@westerncape.gov.za And Rukmini.jacobs@westerncape.gov.za along with any supporting documentation.					

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		**TECHNICAL ENQUIRIES MAY BE DIRECTED TO:**	
CONTACT PERSON	**Eldrea Thomas**	CONTACT PERSON	**Tracy Eastman**
TELEPHONE NUMBER	**021-483 6973**	TELEPHONE NUMBER	
FACSIMILE NUMBER	**N/A**	FACSIMILE NUMBER	**N/A**
E-MAIL ADDRESS	**Eldrea.thomas@westerncape.gov.za**	E-MAIL ADDRESS	**Tracy.eastman@westerncape.gov.za**

SUPPLIER INFORMATION				
NAME OF BIDDER				
POSTAL ADDRESS				
STREET ADDRESS				
TELEPHONE NUMBER	CODE		NUMBER	
CELLPHONE NUMBER				
FACSIMILE NUMBER	CODE		NUMBER	
E-MAIL ADDRESS				

SIGNATURE OF BIDDER: ……

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

DATE: ……..

WCGHSC0420/2023: REQUEST FOR PROPOSAL (RFP) FROM POTENTIAL SERVICE PROVIDERS IN THE PHARMACY AND MEDICINES MANAGEMENT SECTOR, WITHIN THE INFORMATION AND COMMUNICATION TECHNOLOGY INDUSTRY, FOR AN ELECTRONIC MEDICINES MANAGEMENT SYSTEM/S FOR THE WESTERN CAPE DEPARTMENT OF HEALTH AND WELLNESS FACILITIES

REQUEST FOR PROPOSAL (RFP)
ELECTRONIC MEDICINES MANAGEMENT SYSTEM/S

Purpose
This Request for Proposal ("RFP") aims to gather critical information from potential service providers in the Pharmacy and Medicines Management sector within the Information and Communication Technology industry.

This information will be used to determine high level project scope, timelines and costing to enable the Department to plan for a formal procurement process, managed by the State Information Technology Agency ("SITA") in accordance with their statutory mandate, in due course.

This will be informed by the following pieces of information:

1) The **various role players** currently active in the market, with a local South African office; or willingness to open a South African office, such that the supplier is registered on the CSD (Central Supplier Database)
2) The scope of their Electronic Medicines Management System/s ("eMMS") functionality is **compliant to the various regulatory requirements** effective in South Africa;
3) The extent to which **minimum requirements** articulated in this document can be met by the industry;
4) **Value-added functionality** available from the industry;
5) **High level costing** in ZAR, VAT-inclusive, required for the acquisition of such an eMMS, for a 3-year period, with an option to extend for an additional 2 years;
6) **Indicative timelines** for implementation of eMMS in clients which are similar in size and resource availability.
7) **Maintenance and Support** of the eMMS

Confidentiality
The scope of this RFP, all information provided by respondents (including demonstrations) and all internal documentation produced as a result of this RFP process, will be subject to the normal provisions for confidentiality applicable to Departmental supply chain management processes as governed by the Public Finance Management Act ("PFMA"), Preferential Procurement Policy Framework Act ("PPPFA"), National Treasury Regulations, etc.

Timeline
1) Period for advertisement: 28 days

An online Teams Briefing session will be held on 14 March 2024. Questions can be submitted from the date of advertising up to 25 March 2024. Questions should be submitted by email to eldrea.thomas@westerncape.gov.za. or rukmini.jacobs@westerncape.gov.za. Questions will be responded to in the Briefing session or following the briefing session by e-mail up to 25 March 2024. Attendance at the Briefing session is not mandatory. Suppliers who wish to attend the Briefing session must use the following link **Meeting ID: 397 312 295 897 Passcode: 9QUcQb**

2) Suppliers who have any difficulty accessing the link should contact eldrea.thomas@westerncape.gov.za or rukmini.jacobs@westerncape.gov.za to request an invitation to the Briefing session. It is at the supplier's own discretion to choose to attend the Briefing session or not. **No questions will be responded to after 25 March 2024.**

3) Evaluation Process:
   a. Standard Supply Chain Conditions – registration on CSD, acceptance of GCC and RFP response to be signed by designated official of the supplier company
   b. Mandatory information – see mandatory information requested below
   c. General and Non-Functional requirements
   d. Functional requirements
   e. Presentation and Demonstration Requirements
   f. Pricing

4) Period for evaluation: 6 weeks to evaluate written responses, based on scoring for each line item by BEC members, according to the evaluation template and criteria, and including presentation and demonstration sessions, which will be arranged by the BEC during this 6-week period. The scoring scale shown below will be used for evaluating each line item of the requirements:

Score	Description	Explanation
0	Non-compliant	No evidence or information
1	Inadequately	No evidence or very little information provided and substantiated
2	Partially comply	Inadequate information or experience
3	Partially comply	To some degree
4	Fully comply	Satisfactory / fully meets requirements

Process Overview
RFP submissions will be evaluated by a duly appointed committee, and their findings will be summarised in a report for review by the relevant WCGHW governance structures.

These findings will be used to further develop technical specifications, costing models, a draft implementation timeline, and other documents required for the Department to give approval to commence with a formal procurement process.

Participation in the RFP process is not a mandatory condition of participation by suppliers in the formal procurement process.

MANDATORY INFORMATION TO BE PROVIDED WITHIN SUBMISSION:

A) Pricing information
Respondents to provide high level indicative costs, which make provision for only 'off the shelf' solutions and does not include specific customization necessary to meet the RFP requirements. Information should be provided in the pricing schedule in this document.

The information provided will only be used to develop an indicative budget for the department's

internal processes, and respondents are not expected to adhere to these costs in any future formal procurement process.

The following pricing models, are to be considered, but these are not exclusive:

- off the shelf system basic costs – outright purchase or annual license costs in any model
- standard maintenance & support costs
- standard development cost: per month/day/hour for customisation
- project management service cost: per month/day/hour
- Interoperability costs e.g. HL7 licensing costs
- implementation costs, including training costs and support for go-live costs
- travel standard rates, to include flights, accommodation, subsistence claims, local travel – indicate capped rates used within typical quotations provided to other customers depending on organisation policy
- pharmacy Clinical Decision Support ("CDS") database – confirm whether the respondent has a preferred CDS database or whether multiple options are available, and cost model applicable (e.g. annual enterprise license fee applicable for all users)
- Advanced electronic signatures solution costs

B) Confirmation of compliance/non-compliance to high-level specs, for each of the five areas listed below, supported by evidence, and to be documented in the High-level specification section of this RFP, per line item, with links to system documentation or screenshots, and also presented in the solution presentation and demonstration:

General and Non-functional requirements
Module 1: Stock Management
Module 2: Dispensing
Module 3: ePrescribing
Module 4: Medicines Administration

C) Value-added functionality: any other functionality available within the respondent's service offering which was not specifically highlighted by the Department in the High-level specification section of this document.

D) Location of service provider: respondents to advise their most relevant, local South African base of operations, for implementation, support, training and potential development.

Responses should make reference to:

- mobile support or local offices that could render services to facilities in the urban and rural areas of the Western Cape; and
- the base of operations from which international support would be provided, should this be necessary.

E) Confirmation that the General Conditions of Contract (GCC) would be acceptable for any future procurement process.

The following information should be provided in the relevant section of the High-level specification section of this document:

F) Suppliers to state which other active directory your solution uses if different to Azure AD
G) Suppliers to state the standard SLA availability levels provided by your solution
H) Suppliers to state your BCP and DRP standards
I) Suppliers to state your solutions approach to user authentication

J) Suppliers to state how your solution complies with AeS legislation
K) Suppliers to state which CDS systems you can provide as part of your solution
L) Suppliers to state the CDS systems with which your solution can currently interoperate
M) Suppliers to submit an overview of their current standard implementation methodology
N) Suppliers to provide information regarding the types of training you provide and training material samples
O) Suppliers to provide an overview of your systems standard maintenance and support services, structures, and service levels
P) Suppliers to state if your solution provides a patient interface

ADDITIONAL INFORMATION FOR SUPPLIERS

The WCGHW aims to implement full electronic Medicines Management functionality, to enable health care facilities to manage their complete medication cycle. This cycle includes management of pharmacy stock, the prescribing of medicines by clinicians, the revision and dispensing of prescription orders by pharmacists and the administration of the medicines to patients.

The facilities which make up the WCGHW health service platform include the Hospital services and Primary Health Care services. Hospital services includes 3 Central Hospitals, 5 Regional Hospitals, 33 District Hospitals and 13 Specialised hospitals. The Primary Health Care services include an estimated 252 public primary health care facilities, including 1 Health post, 54 Satellite clinics, 10 Dental clinics, 3 Reproductive Health centres, 124 clinics, 49 Community Day centres, and 11 Community Health Centres. Total number of beds across the facilities currently: 9558 beds.

Electronic Medicines Management functionality will need to support workflows to manage the complete medication cycle from the smallest mobile and satellite facilities, to the largest central hospital facilities.

The total number of pharmacists and pharmacy assistants expected to work on the systems is approximately 1085

The total number of clinicians who are expected to use the ePrescribing functionality is estimated at 10168.

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HIGH LEVEL SPECIFICATIONS:

REQUIREMENTS	Compliant (Yes/No)	Substantiating document with evidence of compliance (to be completed by bidder)	Evidence reference (e.g. link or page number - to be completed by bidder)
General and Non-Functional Requirements			
1. Strategic fit			
1.1. The systems should enable the WCGHW to achieve its strategic vision for "Healthcare 2030" focusing on enabling high quality Patient centric care, and Community Oriented Patient Care (COPC).			
1.2. The systems should be able to support the workflow of users working in all patient care environments, including:			
1.2.1 Inpatients and outpatients			
1.2.2 Central hospitals, regional and district hospitals, primary health care facilities			
1.2.3 Outreach services for example in mobile units and satellite units			
2. Governance and compliance			
2.1. The systems should be compliant with all applicable International, and South African legislative, and regulatory requirements and standards e.g.:			
• NDoH Health Normative Standards Framework (HNSF)for interoperability			

REQUIREMENTS	Compliant (Yes/No)	Substantiating document with evidence of compliance (to be completed by bidder)	Evidence reference (e.g. link or page number - to be completed by bidder)
• SITAs Minimum Interoperability Standards for Government Information Systems (MIOS), (standards).			
• Minimum Information Security Standard (MISS)			
3. Existing functionality			
3.1. The systems should be able to demonstrate existing functionality in keeping with the high-level specifications			
4. Language			
4.1. The system/s should have the ability to generate medication and counseling labels in English. The use of other languages will be advantageous (e.g. Xhosa, Afrikaans)			
5. Enterprise architecture			
5.1. The system should be capable of being implemented in an **enterprise architecture** and hosted at one of **WCG Data Centres or in an Azure cloud or Oracle cloud.**		***State which Cloud based architecture your system uses***	
5.2. The solution should be hosted in an enterprise cloud hyper scaler in South Africa, either as a SaaS or PaaS, with API capabilities as a managed service			
5.3. Hybrid **Cloud solution** - the system should provide an enterprise solution with local cloud caches at each facility. This allows each site to maintain full performance and functionality even without a connection to the central solution. Once the connectivity is re-established, the independent local			

REQUIREMENTS	Compliant (Yes/No)	Substantiating document with evidence of compliance (to be completed by bidder)	Evidence reference (e.g. link or page number - to be completed by bidder)
caches should automatically synchronize with the central enterprise solution, ensuring data consistency.			
5.4. The system should be compliant with the provincial policies and standards regarding network connectivity, hosting and storage i.e. the WCG Network security policy (15 Dec 2021) and standard	-		
5.5. The solution should support all mainstream browsers e.g. Chrome, Edge			
5.6. The system should be compatible with multiple operating systems e.g.: **Android OS, Apple iOS, Linux and other standard operating systems**			
5.7. The system should be web-based and shall utilise the **Web browsers** used in WCG (Microsoft Edge, Chrome, Firefox)			
5.8. The system/s should use **web-based technology** to avoid having to install client software at each workstation			
5.9. The system should accommodate **integration with Azure Active Directory (AD)** to manage end-user identities and access privileges.		***State which other active directory your solution uses if different to Azure AD***	
5.10. The system should use **data encryption** to ensure secure data communication.			
5.11. The system should provide the ability to **extract data in batch form,** preferably			

REQUIREMENTS	Compliant (Yes/No)	Substantiating document with evidence of compliance (to be completed by bidder)	Evidence reference (e.g. link or page number - to be completed by bidder)
Parquet or JSON, not text, CSV, Excel, etc.			
5.12. The system should, preferably, provide the ability for **streaming data integration** through open-source data streaming solutions like Apache Kafka or RabbitMQ streams, utilizing established standards such as FHIR.			
5.13. The system should have **Web Services and Application Programming Interface (API) integration capabilities** to allow for integration with Departmental systems.			
5.14. The system should be able to exchange data using a file transfer protocol (FTP), Hypertext Transfer Protocol (HTTP), and/or an Application Programming Interface (API).			
5.15. The systems should be capable of maintaining a **single patient medication record** accessible by all facilities in the WCGHW in real-time			
5.16. The system/s should be able to be **scaled** for use across all Healthcare services			
5.17. **Continuous access and availability**			
5.17.1. The system should provide cloud services which deliver a high performance and high availability of the solution, ensuring continuous access and availability of the platform for healthcare providers, pharmacists, and other stakeholders.		***State the standard SLA availability levels provided by your solution***	

REQUIREMENTS	Compliant (Yes/No)	Substantiating document with evidence of compliance (to be completed by bidder)	Evidence reference (e.g. link or page number - to be completed by bidder)
5.17.2. the Service Level Agreements (SLAs) with the cloud providers should guarantee a high level of uptime is maintained with uninterrupted services.			
5.18. **Expandable Storage** - the cloud solution should be scalable with expandable storage to accommodate the growing volume of data, including patient information, prescription history, and related documents.			
5.19. Hardware Compatibility - the system should be compatible with existing and new hardware infrastructure within the healthcare facility e.g. WCG ICT standards v9.3			
5.20. The systems should be able to operate on users' personal devices, across a range of commonly used personal devices.			
5.21. **Business Continuity Plan (BCP) and Disaster Recovery Plan (DRP):**			
5.21.1. the system should utilize an active and passive configuration for failover to ensure continuity of service during disruptions.		***State how this will be achieved to maintain high availability and disaster recovery scenarios and options***	
5.21.2. the system should implement automatic backups and disaster recovery mechanisms provided by the cloud services to protect against data loss or		***State your BCP and DRP standards***	

REQUIREMENTS	Compliant (Yes/No)	Substantiating document with evidence of compliance (to be completed by bidder)	Evidence reference (e.g. link or page number - to be completed by bidder)
corruption and compliant with data protection legislation			
5.21.3. **Offline Capability** – the system should be designed to accommodate the possibility of losing WAN connectivity, allowing healthcare providers to continue working offline. Once the connectivity is restored, the system should synchronize and update data accordingly.			
6. Data migration / data import from legacy system			
6.1. The service provider, together with the supplier of the legacy system, will be required to import all the legacy data into the new system, and be compliant with international data standards legislation and regulations			
7. User Interface and access control			
7.1. The system/s should have **a customisable, intuitive user-friendly interface** that allows easy navigation between screens, menus and seamlessly obtain patient data and demographics from other electronic health record systems, and allows for easy selection of medications			
7.2. The system should make use of **password access control and/or biometrics** to provide users with selective role-based privileges on the system.		***State your solution's approach to user authentication.***	
7.3. The system should provide a **full audit trail**, which can be exported, detailing			

REQUIREMENTS	Compliant (Yes/No)	Substantiating document with evidence of compliance (to be completed by bidder)	Evidence reference (e.g. link or page number - to be completed by bidder)
all transactions on the system and who performed the transactions			
7.4. The system should provide the ability to **monitor inactive accounts and change passwords.** Password complexity needs to meet the WCG Password Standard 15 Dec 2021			
7.5. The system user interface should provide an **integrated user experience** for the same user to be able to perform stock management, prescribing, medicines administration and dispensing functions (e.g. for nurses in rural facilities that perform all these 4 functions)			
8. Configuration capabilities			
8.1. The systems should be capable of **central and local maintenance of the IT system masterfiles** across all implementation sites e.g. Medicine Master file, Cost centres			
8.2. the system should be **modula**r – i.e. be able to switch modules on or off based on user role			
8.3. the system should provide **customisable workflows** to suit the specific requirements of the healthcare facility			
8.4. the system should support the **WCG Pharmaceutical Code List** in use at an institution and this list must be customisable to local needs and			

REQUIREMENTS	Compliant (Yes/No)	Substantiating document with evidence of compliance (to be completed by bidder)	Evidence reference (e.g. link or page number - to be completed by bidder)
provide for creation and tracking of such items			
9. Alerts and notifications			
9.1. The system should **display warnings and alerts**			
9.2. The system should cater for **managing of alerts by identified role players**			
10. Advanced electronic signatures:			
10.1. The system should support Advanced Electronic Signatures.		***State how your solution complies with AES legislation***	
11. User defined labels			
11.1. The system should include a suitable **label-producing program** which will produce user-defined labels in a variety of type fonts and utilising a variety of label sizes.			
11.2. Pharmacy users should be able to generate the **labels on demand** from any terminal in any user-specified quantity			
12. Financial controls			
12.1. The system should cater for all aspects of financial control of a pharmacy including itemised billing for pharm and non-pharm items, and allowing for			

REQUIREMENTS	Compliant (Yes/No)	Substantiating document with evidence of compliance (to be completed by bidder)	Evidence reference (e.g. link or page number - to be completed by bidder)
Value added tax at current rates to be reflected separately			
12.2. System should be able to interoperate with the AR Billing system and transfer the information required to submit an accurate Bill to the relevant patients			
13. Integration and Interoperability			
13.1. The system should support a **cross index of the WCG Pharmaceutical Code List using the ATC therapeutic classification** system in use by the World Health Organisation (WHO)			
13.2. The **systems should be able to interoperate** with all systems used by the local government health departments within the province and must be compliant with the interoperability standards e.g. HNSF, MIOS, MISS as per section 2.1 above. These systems include the department's patient administration systems, the AR billing system, the primary health care system, warehousing systems, pharmacy stock management and dispensing system and the provincial data centre and single patient viewer.			
13.3. **Formulary integration**			
13.3.1 The systems should integrate with the relevant national, provincial and local formularies,			

REQUIREMENTS		Compliant (Yes/No)	Substantiating document with evidence of compliance (to be completed by bidder)	Evidence reference (e.g. link or page number - to be completed by bidder)
	and be able to be regularly and easily updated and maintained within the systems			
13.4. **Clinical Decision Support (CDS) integration**				
13.4.1	The system/s should be able to **integrate with CDS** systems to provide prescribers with **Clinical decision support information** e.g.: • Drug to drug interactions • Drug to allergy interactions • Drug to diagnosis contra-indications and interactions		***State which CDS systems you can provide as part of your solution*** ***State the CDS systems with which your solution can currently interoperate***	
13.4.2.	The system should allow for users to maintain or access an external database of **Patient focused counselling information** related to any particular medicine in support of medication labelling or to support the issue of an information leaflet to the patient.			
13.5. **Terminology Service**				
13.5.1	The system/s should integrate with the WCGHW terminology service in accordance with the HNSF.			
14. Access to data and reporting				

REQUIREMENTS	Compliant (Yes/No)	Substantiating document with evidence of compliance (to be completed by bidder)	Evidence reference (e.g. link or page number - to be completed by bidder)
14.1. The users and managers should have access to critical information on the system, in **operational reports** on the systems			
14.2. Users and managers should be able to draw **ad-hoc reporting** from within the systems			
14.3. The system should support **data analytics**			
14.4. All data captured in the system/s should be able to be transferred via **a data feed/import mechanism into PHDC**, where it can be utilised			
14.5. The system/s should support **SQL queries**			
14.6. Controlled **substances:** The system should be able to record the use of controlled substances and produce reports thereof which are compliant with regulations			
15. Implementation:			
15.1. **Suppliers** should be able to **recommend how they would implement** their systems across the relevant WCGHW Directorates and the Services.		**Suppliers *should submit an overview of their current standard implementation methodology*** and be able to	

REQUIREMENTS	Compliant (Yes/No)	Substantiating document with evidence of compliance (to be completed by bidder)	Evidence reference (e.g. link or page number - to be completed by bidder)
		demonstrate their standard implementation methodology.	
16. Training			
16.1. **Training Provided by service provider** - the service provider should be able to provide comprehensive training programs.		***Suppliers to provide information regarding the types of training you provide and training material samples.***	
17. Maintenance and Support			
17.1. The suppliers should provide information regarding: • Real-time monitoring of the solution • Uptime high availability e.g. 99.98% • 24/7 support arrangements • Offline capability • Fail over arrangements		***Suppliers must provide an overview of their standard maintenance and support services, structures, service levels and associated costs.***	
17.2. The system should **provide bi-directional connectivity and access for maintenance and support**, including third-party or external access when required.		***Suppliers to describe your bi-directional connectivity for maintenance and support.***	
18. Patient interface 18.1. State if your solution provides a patient interface		***State if your solution provides a patient interface and what***	

REQUIREMENTS	Compliant (Yes/No)	Substantiating document with evidence of compliance (to be completed by bidder)	Evidence reference (e.g. link or page number - to be completed by bidder)
		functionality is provided	
MODULE 1: Pharmacy and non-pharmacy Stock management			
1. Closed loop stock management: The system should provide for a closed loop in the management of stock from the point of order from suppliers to receipt into the pharmacy stores/stores via the dispensaries to the wards, clinics, theatres and to both in and out-patients.			
2. Cost-centre budgeting: The system should include reconciliation of purchases and issues against cost-centre budgets			
3. Digital capturing of stock using scanners, barcodes, QR codes etc.: The system should allow for Digital capturing of stock using scanners, barcodes, QR codes, RFID etc., including Barcoding of stock and bins, barcode scanning for stock count.		**State your devices used for digital capturing and interfaces used for importing information from other systems.**	
4. Supplier and contract management:			
4.1 The system should **permit the capture and amendment of Tender contract information** against any **medicine**/pack size combination from a central point.			
4.2 **In support of the purchase of any medicine, the system should allow the user to define a number of suppliers**			

REQUIREMENTS		Compliant (Yes/No)	Substantiating document with evidence of compliance (to be completed by bidder)	Evidence reference (e.g. link or page number - to be completed by bidder)
	including contract and alternate suppliers			
4.3	The system should **support the ordering and monitoring of contract and non-contract items**			
4.4	The **system should be able to differentiate between contract and non-contract items**			
4.5	The **solution should be able to integrate with other ordering systems used within the WCGHW e.g. Logis**			
4.6	The system should provide an **alert when placing** orders **against contract and non-contract suppliers**			
4.7	The system should provide **functionality to receive partial orders** (extract orders)			
4.8	The system should ensure that **updating of prices on the system is secure with controls in place** e.g. alerts provided for x% change in price.			
4.9	The system should provide **functionality to return goods to supplier** which would include all necessary documentation.			

REQUIREMENTS	Compliant (Yes/No)	Substantiating document with evidence of compliance (to be completed by bidder)	Evidence reference (e.g. link or page number - to be completed by bidder)
4.10 **The system should provide reports on supplier performance** in respect of supplier lead time and for monitoring of adherence to contract delivery periods with follow-up of overdue orders			
4.11 **Receipting & invoicing**: The system should **provide separate functions for** receipting and invoicing of stock received on the system, for the purpose of reconciliation against the original order			
5. Inventory **and Stock Movements**			
5.1 The system should **permit the flexible definition of the unit of issue for stock items,** including unbroken containers and appropriate dose units, based on the nature of the item and the units in which it is supplied (i.e. to make provision for breaking bulk containers and ability to issue less than a container)			
5.2 **The system should use FEFO (First Expired First Out) and FIFO (First In First Out) principles** including pricing allocation			
5.3 The system should **provide a mechanism which supports the production of tablet prepacks and other manufactured items** including assistance with determining production needs, ordering of bulk stock, assigning batch numbers, producing batch labels, aids the			

REQUIREMENTS	Compliant (Yes/No)	Substantiating document with evidence of compliance (to be completed by bidder)	Evidence reference (e.g. link or page number - to be completed by bidder)
reconciling of yields, updates stock levels, and assists in maintaining batch records to legal requirements.			
5.4 Provide **electronic medicine register for Schedule 5 and Schedule 6 medicines**			
5.4.1. The system should support control of the receipts, issue and balancing of Schedule 5 & 6 medicines, in a manner acceptable to the South African Pharmacy Council in terms of the relevant provisions of the Pharmacy Act 53 of 1974 and the Medicines and related Substances Control Act 101 of 1965.			
5.4.2. The system should ensure that access to update or modify this data shall be specifically restricted to users who are authorised to keep schedule 5 & 6 medicines.			
5.5 **The system should have the ability to return stock from any location e.g. wards, patients and provide necessary reason for the return.**			
5.6 The system should distinguish stock returns from own facility and other facilities.			
5.7 The system should work based on generic medicines and provide the **ability to substitute packs** in the system with the			

REQUIREMENTS	Compliant (Yes/No)	Substantiating document with evidence of compliance (to be completed by bidder)	Evidence reference (e.g. link or page number - to be completed by bidder)
functionality to note the reasons for the substitution			
5.8 The system should provide **comprehensive automated requisition processing functions**, including create, process and track requisitions between internal stock carrying locations.			
5.9 The system should provide **real-time information on inventory and stock movements** including audit trails across all facilities. This module should provide for comprehensive control of inventory			
6. Monitoring and control of stock: The system should enable **monitoring of inventory** to eliminate wastage and shrinkage, including:			
6.1 **Comprehensive** control of inventory			
6.2 A variety of management/statistical reports e.g.: departmental usage, and vendor performance			
6.3 **Functionality** to select stock type for stock-take i.e. pharm and non-pharm			
6.4 **Functionality** to select an area where stock-take is performed per stock type			
6.5 The system should include the ability to **monitor expiry dates** and to have controls in place to **identify shrinkage**			

REQUIREMENTS	Compliant (Yes/No)	Substantiating document with evidence of compliance (to be completed by bidder)	Evidence reference (e.g. link or page number - to be completed by bidder)
through audit trails and the ability to reconcile stock			
6.6 The system should **monitor batch numbers and expiry dates of goods received and alert users to expected expiry of stock**.			
6.7 **The** system should **monitor and report on trends in stock movements** including slow moving stock, out of stock situations and danger level items.			
6.8 In tracking stock movements to in-patients, the system should enable the capture of issues of theatre and ward stock against the patient record			
6.9 The system must **have the ability to generate reports of the quantity and value of inventory** at all pharmacy locations at a given point in time			
6.10 The system should provide for **reporting and analysis of stock movements** including graphical analysis of trends as part of the standard reporting capabilities			
6.11 The system should have an electronic bin card for managing medicines in clinics environments which currently use paper-based bin cards			

REQUIREMENTS	Compliant (Yes/No)	Substantiating document with evidence of compliance (to be completed by bidder)	Evidence reference (e.g. link or page number - to be completed by bidder)
7. Purchase Orders			
7.1 The system should provide a comprehensive audit trail of all orders created on the system including details for: who created the order, amendments made, when the order was released and printed, etc.			
7.2 The system should provide **a dynamic algorithm for the calculation of maximum and minimum stock levels from an analysis of usage, and produce automatic recommended provisional purchase orders or requisitions** based on minimum and maximum levels, consumption history, supplier lead times, to follows, back orders, internally generated re-order levels and stock holding days for the facility			
7.3 The system should allow for purchase orders to be monitored for delivery schedules and supplier lead times			
7.4 The system should make provision for any supplier-specific tradename /codes which must be printed onto purchase orders.			
7.5 Contract details and BAS Financial codes should print on the purchase order form.			

REQUIREMENTS	Compliant (Yes/No)	Substantiating document with evidence of compliance (to be completed by bidder)	Evidence reference (e.g. link or page number - to be completed by bidder)
8. Ward/clinic/theatre stock profiles and stock lists:			
8.1 As the basis for issuing stock to wards, clinics or theatres, users should be able to **define ward profile lists** on the system to enforce restrictions on the direct issue of stock to these areas.			
8.2 The system should provide for stock lists and stock management **at all levels (e.g. facility, pharmacy, ward etc.)**			
9. Manufacturing			
9.1 The system should **enable the creation of extemporaneous preparations** (mixtures compounded from several product lines) with the ability to automatically generate medication labels, calculate batch requirements, and capture batch details of components used			
9.2 The system should **allow the manufacturing of medicines on a bulk scale**			
10. Stock Taking			
10.1 The system should support **full, partial and random stock-taking functions** including AG reporting requirements e.g. ability to generate stock taking sheet.			

REQUIREMENTS	Compliant (Yes/No)	Substantiating document with evidence of compliance (to be completed by bidder)	Evidence reference (e.g. link or page number - to be completed by bidder)
10.2 The system should include a function supporting stock-taking **based on product bin-location**.			
11. Transfer of stock between facilities:			
11.1 The system should allow **for viewing other facility's stock** levels			
11.2 The system should **support the transfer and "trade" of stock** between facilities and later reconciliation (i.e. an order should be generated; stock should be invoiced in order for finance to journalise the cost of medicine)			
12. For **non-pharm consumable stock management,** this module should provide**:**			
12.1 **comprehensive** control of inventory			
12.2 a variety of management/statistical reports e.g.: departmental usage, and vendor performance			
12.3 Functionality to select stock type for stock-take i.e. pharm and non-pharm			
12.4 **Functionality** to select an area where stock-take is performed per stock type			
12.5 The system should have electronic bin cards for managing consumable stock			

REQUIREMENTS	Compliant (Yes/No)	Substantiating document with evidence of compliance (to be completed by bidder)	Evidence reference (e.g. link or page number - to be completed by bidder)
MODULE 2: Pharmacy and non-pharma Dispensing			
1. Patient Medication profile			
1.1. The system should maintain online in-patient and out-patient medication profiles, allow online editing of patient information, and enable correction (where authorised) of individual prescription details.)			
1.2. The system should enable the merging of patient medication profiles in the case of duplicate patient records.			
2. Online display of patient medication history & supply of repeat meds			
2.1. The system should enable rapid online generation and display of patient medication histories, and facilitate the supply of repeat medication, in real time, in both the dispensing and prescribing modules, based on selections made from medication history or by prescription number			
2.2. The system should have the ability to allocate medications dispensed to a patient against the cost centre from which it was prescribed			

REQUIREMENTS	Compliant (Yes/No)	Substantiating document with evidence of compliance (to be completed by bidder)	Evidence reference (e.g. link or page number - to be completed by bidder)
2.3. The system should have the ability to generate a report reflecting the patient's medication history for 7 years, in reverse chronological order			
3. The system should enable the creation, dispensing and tracking of IV therapy items including oncology agents, TPN and reconstituted items as part of specific aseptic functions			
4. The system should allow for the **entering of medication notes and patient notes**			
5. The system should have the ability to **select abbreviation codes for directions on labels**			
6. The system should allocate a **unique prescription number for reference**			
7. The system should **link a free text note to the patient profile** (system-wide) w.r.t. adverse drug reactions, medicine misuse, fraudulent treatment			
8. The system should **allow for pharmacists to interpret the prescription and validate the prescription** before the prescription can be released for dispensing.			

REQUIREMENTS	Compliant (Yes/No)	Substantiating document with evidence of compliance (to be completed by bidder)	Evidence reference (e.g. link or page number - to be completed by bidder)
9. The system should **generate a prescription summary label** against each outpatient and inpatient discharge prescription, including the facility name			
10. The system should allow for *a **minimum of 10*** **dispensing issue types to accommodate reporting** on the data elements required by the province			
11. **Integrate to other systems for repeat medication packaging (**e.g. CDU) The system should allow **for specification of date, time and place for off-site dispensing** from other systems, including CDU packaged repeat medication			
12. The system should allow for **generation of dates and time for repeat medication collection appointments**			
13. The system should allow for **prescription generation at site A (e.g. hospital) but dispensing at Site B** (e.g. Community Health Centre (CHC))			
14. The system should allow for **remote correction of errors** detected at dispensing pharmacy, with a report on "prescribing near misses" which can be used for further education			
15. The system should provide a mechanism for validating the ID of a prescriber and supply			

REQUIREMENTS	Compliant (Yes/No)	Substantiating document with evidence of compliance (to be completed by bidder)	Evidence reference (e.g. link or page number - to be completed by bidder)
feedback on his/her prescribing entitlement e.g. link to HPCSA database			
16. The system should automatically warn of medicine **restrictions** relating to the local environment (which shall be user-maintainable), and in support of the Formulary / Provincial Code List (updated at provincial or national level).			
17. Access **to External resources and databases:** The system should provide support from within the application, without loss of user context, for the launch of external applications for accessing external databases of specialist medicines or other information via the LAN or WAN (including the Internet where available).			
18. For **non-pharm consumables issued to the patient during a consultation, the system should** provide**:**			
18.1. Selection of non-pharm consumables from a non-pharma consumables list and capture of the items and the quantity issued to the patient			
18.2. automatic deduction of the items from the consumable stock supplied to the clinic			

REQUIREMENTS	Compliant (Yes/No)	Substantiating document with evidence of compliance (to be completed by bidder)	Evidence reference (e.g. link or page number - to be completed by bidder)
18.3. a variety of management/statistical reports e.g.: per user and per clinic reporting			
MODULE 3: ePrescribing			
1. The system should **capture Patient related data** including general and demographic information (drawn from PMI), age, weight, height, renal function, liver function results, pregnancy and disability information as per legislative and regulatory requirements			
2. The system should support **Allergy Management**			
3. The system should allow **capture/retrieval of Diagnostic codes and procedure codes,** to support Clinical Decision Support functionality, including ICD10, ICD11, ITCHI procedures and SNOMED coding			
4. The system should support **online capture, retrieval, and amending of patient prescription information** as per legislative, regulatory and medical aid requirements and allocate each a unique prescription number, before printing medication labels, and optionally certifiable copies of prescriptions			

REQUIREMENTS	Compliant (Yes/No)	Substantiating document with evidence of compliance (to be completed by bidder)	Evidence reference (e.g. link or page number - to be completed by bidder)
5. The system/s should have a user-friendly interface for **selecting medications, i**ncluding search functionalities, auto-suggestions, and a comprehensive medication database with generic names. Display medication details such as strength, dosage form, and available quantities.			
6. The system should support **capture of Prescriber information** as per legislative and regulatory requirements			
7. The system should support **capture of Facility information** as per legislative and regulatory requirements			
8. The system should include the ability to load **therapeutic medication monitoring results and loading doses** when required			
9. The system should enable the Prescriber to **record a preferred** route of administration for each patient, if required due to the patient's clinical condition			
10. The system should enable approved authorisers to **approve and authorise prescriptions**			
11. The system should support the **management of Repeat prescriptions and enable selection of previously prescribed medicines to create a new prescription in real time without recapturing.**			

REQUIREMENTS	Compliant (Yes/No)	Substantiating document with evidence of compliance (to be completed by bidder)	Evidence reference (e.g. link or page number - to be completed by bidder)
12. The system should provide **high quality Prescription formatting**, compliant with WCGHW hardware settings			
13. The system should support **all of the possible variants of "status" of a prescription: eg** Active, On-hold, Ended, Stopped, Completed, Cancelled, Entered-in-error, Draft, Unknown			
14. The system should **allow for prescriptions written by junior prescribing clinicians, together with the patient health profile, to be submitted to senior clinicians for authorisation**.			
15. The system should **integrate with pharmacy stock management system**			
16. The system should integrate with the pharmacy dispensing system and **automatically populate the dispensing record,** so that the pharmacist can activate the dispensing function			
17. The system should contain functionality for system controllers to manage medication lists for particular user profiles, according to authorisation levels for different categories of prescribers			

REQUIREMENTS	Compliant (Yes/No)	Substantiating document with evidence of compliance (to be completed by bidder)	Evidence reference (e.g. link or page number - to be completed by bidder)
18. The system should **advise** and prevent **prescribers of prescription item limitations** or the **need for authorisation**			
19. The system should **function on mobile devices** (tablets and cellphones)			
20. The system should be able to **link a special note to a patient profile** (system wide) w.r.t. for example: adverse drug reactions, medicine misuse, fraudulent treatment			
21. The system should enable the **pharmacist or prescriber to amend prescription** e.g. after telephonic consultation with prescriber, with an audit trail of all changes made in the event of prescribing error.			
22. The system should support prescription of stat doses			
23. The system should support inclusion of the prescribed medications on the discharge summaries and discharge letter			
MODULE 4: Medicines Administration			
1. The system should contain functionality to be able to **manage the administration for inpatients and outpatients** (e.g. oncology, immunisation, hang times, missed doses and the reason for missed doses)			

REQUIREMENTS	Compliant (Yes/No)	Substantiating document with evidence of compliance (to be completed by bidder)	Evidence reference (e.g. link or page number - to be completed by bidder)
2. The system should have a **dashboard for "medicines rounds"** and medicines administration showing:			
2.1. Patients in the ward or out-patient area			
2.2. Patients due for medicines in the next medicine's round			
2.3. Medication required for each patient			
2.4. Consumables required for each patient			
2.5. Notes or special instructions for each patient			
2.6. Reminder/ alerts to medicine administration time outside of normal medicine rounds			
3. The system should allow for **top-up of medicine's trolley, and record where the medication administered originated** (e.g. ward stock, emergency trolley, after hours cupboard, telephone prescription)			
4. At the bedside/OPD **chair, the system should enable the medicine administrator to review the patient information and prescription**			
4.1. Validation of patient details that should be on the system (e.g. name, gender, folder number, age, pregnancy, height and weight), medication dose,			

REQUIREMENTS	Compliant (Yes/No)	Substantiating document with evidence of compliance (to be completed by bidder)	Evidence reference (e.g. link or page number - to be completed by bidder)
medication route and medication frequency/stat			
4.2. The **system should provide the following information regarding the patients prescription:**			
4.2.1. all the medication currently prescribed for the patient including dosage and frequency			
4.2.2. who prescribed the medication			
4.2.3. where was the medication prescribed			
4.2.4. when was the medication prescribed			
4.2.5. Patient diagnosis			
4.2.6. all previous dose administrations, including who and when the medication was given (time limited)			
4.2.7. a list of medicines which are due for administration for the patient including date and time it is due			
4.2.8. special instructions			

REQUIREMENTS	Compliant (Yes/No)	Substantiating document with evidence of compliance (to be completed by bidder)	Evidence reference (e.g. link or page number - to be completed by bidder)
4.3. Allergies **and contra-indications** – the system should allow for the capture in the patient profile of details of a patient's allergies and important metabolic disorders like porphyria or G6PD deficiency. Appropriate warnings should be displayed during the administration process if medications requested for the patient potentially impact negatively on such allergies or disorders.			
4.4. the system should **display/alert the medicines administrator regarding notes** made by the prescriber about the administration of the medicines			
4.5. the system should support the Clinician to review the patient's **medication brought from home,** administration details and to add relevant medicines to the patient's prescription, in instances where permitted			
4.6. the system should support the administration of schedule 5 and 6 **medicine**			
4.7. the system should support the administration of "when required" doses			

REQUIREMENTS	Compliant (Yes/No)	Substantiating document with evidence of compliance (to be completed by bidder)	Evidence reference (e.g. link or page number - to be completed by bidder)
5. The system should allow **dose calculations and adjustments with built-in calculator**			
6. The system should enable the Medicines Administrator **to change the route of administration** if needed due to the patients' clinical condition, and in consultation with the prescriber.			
7. The system should enable **recording the following information for each medicine administered**:			
7.1. method and route of administration			
7.2. medication dose and strength			
7.3. confirm medicine administered by signature			
7.4. free text field for clinical notes			
7.5. capture of reasons why, if medicine was not administered			
7.6. capture of fluid input and output charts			
7.7. confirmation of stat doses			
7.8. confirmation of wound care treatment			

REQUIREMENTS	Compliant (Yes/No)	Substantiating document with evidence of compliance (to be completed by bidder)	Evidence reference (e.g. link or page number - to be completed by bidder)
8. The system should allow for **capturing of non-pharma consumables used** during medicines administration (e.g. swabs, syringes, needles, drips, plasters etc.)			
9. Medicines administrators should be able to **add/update/delete non-pharma consumables from the list for in-patient and out-patients** at the level of ward, clinic or theatre			
10. The system should allow for **scanning of medicines and consumables items** when administering to **enable automatic inventory / stock level updates** and re-ordering to replenish stock supplies			
11. The system should support **witnessing of medicine administrations,** e.g.: for schedule 5 and 6 medicines			
12. The system should support **special cases** for medicines administration e.g.:			
12.1. Support administration of **infusions**, allowing batch numbers and expiry dates of the ingredients to be recorded			
12.2. Integrated management of childhood illness (IMCI) – childhood immunisations / **vaccinations** administered			

REQUIREMENTS	Compliant (Yes/No)	Substantiating document with evidence of compliance (to be completed by bidder)	Evidence reference (e.g. link or page number - to be completed by bidder)
12.3. Outreach services medicines administration of **Vitamin A,** and **deworming medication**			
12.4. **TB meds** (self-administered)			
13. The system should allow for **retrospective recording** of administrations, and alert managers to retrospective recording and capture time of actual administration of the medicines and the time of data entry			
14. Adverse drug reactions:			
14.1. The system should allow for **capturing of adverse drug reactions (ADRs) and incidents** that may have occurred during administration			
14.2. The system should allow for the ADR information that has been captured to **integrate automatically with facility, provincial and national ADR reporting** systems			

MANDATORY INFORMATION RESPONSES:

	Response from bidder	Evidence reference (to be completed if applicable by bidder)	
1. **Supply Chain Condition:** Is your company registered on the CSD			
2. **Supply Chain Condition: Confirmation that the General Conditions of Contract (GCC)** would be acceptable for any future procurement process.			
3. **Value-added functionality**: Respondents to please state if there is any other functionality available within the respondent's service offering which was not specifically highlighted by the Department in the High-level specification section of this document.			
4. **Location of service provider**: Respondents to advise their most relevant, local South African base of operations, for implementation, support, training and potential development. Responses should make reference to: • mobile support or local offices that could render services to facilities in the urban and rural areas of the Western Cape; and • the base of operations from which international support would be provided, should this be necessary.			

WCG Policies and Standards

Policy/Standard	Document Attachment
WCG Password Standard	WCG Password Standard 15 Dec 2021
DPSA - Electronic Signature Guidelines Appendices final	DPSA - Electronic Signature Guidelines A
MIOS CATALOGUE OF STANDARDS	MIOS CATALOGUE OF STANDARDS.pdf
National Health Normative Standards	National Health Normative Standards.
Network Security Standard	Network Security Standard.pdf
SITA - Minimum Information Security Standards (MISS)	SITA - Minimum Information Security S
WCG ICT Standards	WCG ICT Standards v9.3 (August 2023).pd
WCG Network Security Policy	WCG Network Security Policy 15 Dec
WCG Privacy and Data Protection Policy	WCG Privacy and Data Protection Policy

PRICING SCHEDULE

WCGHSC0420/2023: MEDICINE MANAGEMENT REQUEST FOR PROPOSAL (RFP) FOR THE DEPARTMENT OF HEALTH AND WELLNESS WESTERN CAPE.

Name of Bidder……

Bid Number…**WCGHSC0420/2023** ...

Closing Time: 11:00 Closing Date: **5 April 2024.**

BID PRICE IN RSA CURRENCY (BID PRICE INCL VAT)

No	DOCUMENT TYPE	COST 1ST YEAR	COST 2ND YEAR	COST 3RD YEAR
Pharmacy stock management				
1	**Off-the-shelf system basic costs** – outright purchase or annual license costs in any model	R…..……	R…….……	R…….……
2	**Standard maintenance and support costs**	R…….……	R…….……	R…….……
3	**Standard development cost:** per month/day/hour for customisation	R…….……	R…….……	R…….……
4	**Standard Project management costs:** per month/day/hour	R…….……	R…….……	R…….……
5	**Standard Integration costs** (eg HL7 licence fees etc...)	R…….……	R…….……	R…….……
6	**Standard Implementation costs** including: - Training costs - Go-live support costs	R…….……	R…….……	R…….……
7	**Travel rates (standard rates),** to include flights,accommodation, subsistence claims, local travel – indicating capped rates used within typical quotations provided to other customers, depending on organisation policy	R…….……	R…….……	R…….……

	Total per year	R……	R……	R……

No	DOCUMENT TYPE	COST 1ST YEAR	COST 2ND YEAR	COST 3RD YEAR
Pharmacy Dispensing				
8	**Off-the-shelf system basic costs** – outright purchase or annual license costs in any model	R……	R……	R……
9	**Standard maintenance and support costs**	R……	R……	R……
10	**Standard development cost:** per month/day/hour for customisation	R……	R……	R……
11	**Standard Project management costs:** per month/day/hour	R……	R……	R……
12	**Standard Integration costs** (eg HL7 licence fees etc...)	R……	R……	R……
13	**Standard Implementation costs** including: - Training costs - Go-live support costs	R……	R……	R……
14	**Travel rates (standard rates),** to include flights, accommodation, subsistence claims, local travel – indicating capped rates used within typical quotations provided to other customers, depending on organisation policy	R……	R……	R……
	Total per year	R……	R……	R……

No	DOCUMENT TYPE	COST 1ST YEAR	COST 2ND YEAR	COST 3RD YEAR
ePrescribing				
15	**Off-the-shelf system basic costs** – outright purchase or annual license costs in any model	R…..……	R…….……	R…….……
16	**Standard maintenance and support costs**	R…….……	R…….……	R…….……
17	**Standard development cost:** per month/day/hour for customisation	R…….……	R…….……	R…….……
18	**Standard Project management costs:** per month/day/hour	R…….……	R…….……	R…….……
19	**Standard Integration costs** (eg HL7 licence fees etc...)	R…….……	R…….……	R…….……
20	**Standard Implementation costs** including: - Training costs - Go-live support costs	R…….……	R…….……	R…….……
21	**Travel rates (standard rates),** to include flights, accommodation, subsistence claims, local travel – indicating capped rates used within typical quotations provided to other customers, depending on organisation policy	R…….……	R…….……	R…….……
	Total per year	R…….……	R…….……	R…….……

No	DOCUMENT TYPE	COST 1ST YEAR	COST 2ND YEAR	COST 3RD YEAR
Medicines Administration				
22	**Off-the-shelf system basic costs** – outright purchase or annual license costs in any model	R…..……	R…….……	R…….……
23	**Standard maintenance and support costs**	R…….……	R…….……	R…….……
24	**Standard development cost:** per month/day/hour for customisation	R…….……	R…….……	R…….……
25	**Standard Project management costs:** per month/day/hour	R…….……	R…….……	R…….……
26	**Standard Integration costs** (eg HL7 licence fees etc...)	R…….……	R…….……	R…….……
27	**Standard Implementation costs** including: - Training costs - Go-live support costs	R…….……	R…….……	R…….……
28	**Travel rates (standard rates),** to include flights, accommodation, subsistence claims, local travel – indicating capped rates used within typical quotations provided to other customers, depending on organisation policy	R…….……	R…….……	R…….……
	Total per year	R…….……	R…….……	R…….……

No	DOCUMENT TYPE	COST 1ST YEAR	COST 2ND YEAR	COST 3RD YEAR
29	**Pharmacy Clinical Decision Support Database cost** – confirmation of whether the respondent has a preferred database or whether multiple options are available, and cost model applicable (eg annual enterprise licence fee applicable for all users)	R……	R……	R……
30	**Advanced electronic signatures solution** (assume 10,000 prescribers)	R……	R……	R……
Total for Pharmacy Clinical Decision Support Database and Advanced electronic signatures per year		R……	R……	R……
Total BID PRICE for all functionality (line items 1-30) per year		R……	R……	R……
TOTAL BID PRICE (INCLUSIVE OF VAT) for all 3 years				R……

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT

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

21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
25. Force Majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. National Industrial Participation Programme (NIPP)
34. Prohibition of restrictive practices

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 anything 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.

"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 analysed 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 fulfilment 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 cancelling 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.

24.1 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.