**BID SPECIFICATION**

|  |  |
| --- | --- |
| **RFB NUMBER:** | **RFB 2620-2022** |
| **RFB DESCRIPTION:** | **Renewal Of Maintenance And Support Of Licenses For The Limpopo Pharmaceutical Depot Stock Management System Known By The Department As The PDSX For A Period Of Two (2) Years Period.** |
| **PUBLICATION DATE** | **10 NOVEMBER 2022** |
| **CLOSING DATE FOR QUESTIONS / QUERIES** | **17 NOVEMBER 2022** |
| **RFB CLOSING DETAILS** | **25 NOVEMBER 2022**  **TIME: 11:00AM (SOUTH AFRICAN TIME)**  **VENUE: TENDER OFFICE, PONGOLA IN APOLLO, 459 TSITSA STREET, ERASMUSKLOOF, PRETORIA (HEAD OFFICE).** |
| **RFB VALIDITY PERIOD** | **120 DAYS** |
| **PROCUREMENT DEVIATION:** | **PHARMACEUTICAL DEPOT STOCK MANAGEMENT SYSTEM (PDSX)** |

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INTRODUCTION

# PURPOSE AND BACKGROUND

## PURPOSE

The purpose of this RFB is for SITA to renew maintenance and support licenses for the Limpopo Pharmaceutical Depot Stock Management System known by the department as the PDSX for another two (2) years period.

## BACKGROUND

The Limpopo Department of Health commissioned PDSX more than 10 years ago and it’s still being used to date. The system is used at the Provincial Pharmaceutical Depot to manage and distribute medicines to healthcare facilities. Limpopo Province Pharmaceutical Depot is currently using an existing PDSX licensing that started on the 1st April 2019 and came to an end on 31 March 2021. The current PDSX supports the functioning of the depot on modules which include:

* Procurement module (Purchase Order)
* Demander and Dispatch Module (Sales Order)
* Stock take and stock Management module

# SCOPE OF BID

## SCOPE OF WORK

Renewal of PDSX maintenance and support licences to ensure that medicines are managed and distributed to healthcare facilities throughout the province.

## DELIVERY ADDRESS

|  |  |  |
| --- | --- | --- |
| **No.** | **SITE** | **Physical Address** |
|  | Limpopo Department of Health | Fidel Castro Ruz House  18 College Street, Polokwane, 0699 |

# BID EVALUATION STAGES

1. The bid evaluation process consists of several stages that are applicable according to the nature of the bid as defined in the table below.
2. **The bidder must qualify for each stage to be eligible to proceed to the next stage of the evaluation.**

|  |  |  |
| --- | --- | --- |
| **Stage** | **Description** | **Applicable for this bid** |
| Stage 1 | Administrative pre-qualification verification | YES |
| Stage 2 | Technical Mandatory requirement evaluation | YES |
| Stage 3 | Special Conditions of Contract verification | YES |
| Stage 4 | Price / B-BBEE evaluation | YES |

**ADMINISTRATIVE PRE-QUALIFICATION**

1. **ADMINISTRATIVE PRE-QUALIFICATION REQUIREMENTS**
   1. **ADMINISTRATIVE PRE-QUALIFICATION VERIFICATION**
2. The bidder **must comply** with ALL of the bid pre-qualification requirements in order for the bid to be accepted for evaluation.

If the Bidder failed to comply with any of the administrative pre-qualification requirements, or if SITA is unable to verify whether the pre-qualification requirements are met, then SITA reserves the right to-

* 1. Reject the bid and not evaluate it, or
  2. Accept the bid for evaluation, on condition that the Bidder must submit within 7 (seven) days any supplementary information to achieve full compliance, provided that the supplementary information is administrative and not substantive in nature.
  3. **ADMINISTRATIVE PRE-QUALIFICATION REQUIREMENTS**

1. **Submission of bid response**: The bidder has submitted a bid response documentation pack –
   1. that was delivered at the correct physical or postal address and within the stipulated date and time as specified in the “Invitation to Bid” cover page, and;
   2. in the correct format as one original document, one copy and two copies on memory stick / USB.
2. **Attendance of briefing session**: No briefing session
3. **Registered Supplier. The bidder is, in terms of National Treasury Instruction Note 4A of 2016/17, registered as a Supplier on National Treasury Central Supplier Database (CSD).**

# TECHNICAL MANDATORY

## INSTRUCTION AND EVALUATION CRITERIA

1. The bidder **must comply with ALL the requirements as per section 5.2 below by providing substantiating evidence** in the form of documentation or information, failing which it will be regarded as “NOT COMPLY”.
2. The bidder **must provide a unique reference number** (e.g. binder/folio, chapter, section, page) to locate substantiating evidence in the bid response. During evaluation, SITA reserves the right to treat substantiation evidence that cannot be located in the bid response as “NOT COMPLY”.
3. The bidder **must complete the declaration of compliance** as per section 5.3 below by marking with an “X” either “COMPLY”, or “NOT COMPLY” with ALL of the technical mandatory requirements, failing which it will be regarded as “NOT COMPLY”.
4. The bidder must comply with ALL the TECHNICAL MANDATORY REQUIREMENTS in order for the bid to proceed to the next stage of the evaluation.
5. No URL references or links will be accepted as evidence.

## REQUIREMENTS

| ***TECHNICAL MANDATORY REQUIREMENTS*** | ***Substantiating evidence of compliance***  *(used to evaluate bid)* | ***Evidence reference***  *(to be completed by bidder)* |
| --- | --- | --- |
| 1. **BIDDER EXPERIENCE AND CAPABILITY REQUIREMENTS**   The bidder must have provided at least three (3) renewal of PDSX (Pharmaceutical Depot Stock Management System) maintenance and support licenses to Pharmaceutical Depot in Public Sector  in the last Five (10) years | Provide references from at least three (3) departments to whom the renewal of the PDSX (Pharmaceutical Depot Stock Management System) maintenance and support license was provided  **NB:** SITA reserves the right to verify information provided | <provide unique reference to locate substantiating evidence in the bid response – see Annex B, section 11.2, table 1> |

## DECLARATION OF COMPLIANCE

|  | **Comply** | **Not Comply** |
| --- | --- | --- |
| The bidder declares by **indicating with an “X”** in either the “COMPLY” or “NOT COMPLY” column that –   * 1. The bid complies with each and every TECHNICAL MANDATORY REQUIREMENT as specified in SECTION 5.2 above; AND   2. Each and every requirement specification is substantiated by evidence as proof of compliance. |  |  |

* 1. SPECIAL CONDITIONS OF CONTRACT (SCC)

# SPECIAL CONDITIONS OF CONTRACT

## INSTRUCTION

1. The successful supplier will be bound by Government Procurement: General Conditions of Contract (GCC) as well as this Special Conditions of Contract (SCC), which will form part of the signed contract with the successful Supplier. However, SITA reserves the right to include or waive the condition in the signed contract.
2. SITA reserves the right to –
   1. Negotiate the conditions, or
   2. Automatically disqualify a bidder for not accepting these conditions.
3. In the event that the bidder qualifies the proposal with own conditions, and does not specifically withdraw such own conditions when called upon to do so, SITA will invoke the rights reserved in accordance with subsection 6.1(2) above.
4. The bidder must **complete the declaration of acceptance** as per section 6.3 below by marking with an **“X”** either “ACCEPT ALL” or “DO NOT ACCEPT ALL”, failing which the declaration will be regarded as “DO NOT ACCEPT ALL” and the bid will be disqualified.

## SPECIAL CONDITIONS OF CONTRACT

1. **CONTRACTING CONDITIONS**
   1. **Formal Contract. The Supplier must enter into a formal written Contract (Agreement) with SITA internal**
   2. **Right of Award.** SITA reserves the right to award the contract for required goods or services to multiple Suppliers.
   3. **Right to Audit. SITA reserves the right, before entering into a contract, to conduct or commission an external service provider to conduct a financial audit or probity to ascertain whether a qualifying bidder has the financial wherewithal or technical capability to provide the goods and services as required by this tender.**
2. **DELIVERY ADDRESS.** The supplier must deliver the required products or services at as indicated in Section 2.2, Delivery Address.
3. **DELIVERY SCHEDULE**
   1. The Supplier is responsible to perform the work as outlined in the following Breakdown Structure (WBS):

| **WBS** | **Statement of Work** | **Delivery Timeframe** |
| --- | --- | --- |
|  | | |
|  | Annual Licence fee, Application functionality support, applications  updates and development. | 2 years |

1. **SUPPLIER PERFORMANCE REPORTING**
   1. **The Supplier will report on a monthly basis to SITA/Client on the service rendered.**
   2. **Quarterly meetings to be scheduled between SITA/Client and service provider and also ADHOC meetings from both sided.**
   3. **The Supplier is required to generate regular reports as outputs during the maintenance and support cycle within the following service levels (the report type will drive the service level agreement; definition of the content of each report type will be finalised at the time of concluding the contracted service level agreement).**
2. **CERTIFICATION, EXPERTISE AND QUALIFICATION**
   1. The **Supplier** must utilise at least two (2) technical employees who are OEM/OSM security system enterprise certified for the entire period of the contract.
   2. **The Supplier represents that,** 
      1. **it has the necessary expertise, skill, qualifications and ability to undertake the work required in terms of the Statement of Work or Service Definition and;**
      2. **it is committed to provide the Products or Services; and**
      3. **perform all obligations detailed herein without any interruption to the Customer.**
   3. The Supplier must provide the service in a good and workmanlike manner and in accordance with the practices and high professional standards used in well-managed operations performing services similar to the Services;
   4. The Supplier must perform the Services in the most cost-effective manner consistent with the level of quality and performance as defined in Statement of Work or Service Definition;
   5. **Original Equipment Manufacturer (OEM) or Original Software Manufacturer (OSM) work. The Supplier must ensure that work or service is performed by a person who is certified by Original Equipment Manufacturer or Original Software Manufacturer, including the minimum following certification:**
3. **LOGISTICAL CONDITIONS**
   1. **Hours of work**, 08h00 – 16h30.
   2. Provision to be made for work which will be Saturday and Sunday at the Head Office for two weekends.
   3. In the event that SITA grants the Supplier permission to access SITA's Environment including hardware, software, internet facilities, data, telecommunication facilities and/or network facilities remotely, the Supplier must adhere to SITA's relevant policies and procedures (which policy and procedures are available to the Supplier on request) or in the absence of such policy and procedures, in terms of, best industry practice.
   4. **Tools of Trade**. The Supplier must bring their necessary tools of trade in order for them to perform their duties adequately.
   5. **On-site and Remote Support**. The Supplier must give off-site and remote support, and only when off-site support is not sufficient, then on-site support will be required upon approval by SITA representative.
   6. **Support and Help Desk**. After hours helpdesk support is required for the period of the first three months per site during weekdays including weekends and public holidays.
4. **REGULATORY, QUALITY AND STANDARDS**
   1. **The Supplier must for the duration of the contract ensure compliance with ISO/IEC General Quality Standards, ISO27001, and Protection of Personal Information Act (POPIA).**
   2. **The Supplier must for the duration of the contract ensure compliance with General Quality Standards, ISO 9001**
5. **PERSONNEL SECURITY CLEARANCE**
   1. **The Supplier personnel who are required to work with GOVERNMENT CLASSIFIED information or access government RESTRICTED areas must be a South African Citizen and at the expense of the Supplier be security vetted (pre-employment screening, criminal record screening and credit screening).**
   2. **The Supplier must ensure that the security clearances of all personnel involved in the Contract remains valid for the period of the contract.**
   3. **The Supplier must provide proof of security vetting**
6. **CONFIDENTIALITY AND NON-DISCLOSURE CONDITIONS**
   1. **The Supplier, including its management and staff, must before commencement of the Contract, sign a non-disclosure agreement regarding Confidential Information.**
   2. Confidential Information means any information or data, irrespective of the form or medium in which it may be stored, which is not in the public domain and which becomes available or accessible to a Party as a consequence of this Contract, including information or data which is prohibited from disclosure by virtue of:
      1. the Promotion of Access to Information Act, 2000 (Act no. 2 of 2000);
      2. being clearly marked "Confidential" and which is provided by one Party to another Party in terms of this Contract;
      3. being information or data, which one Party provides to another Party or to which a Party has access because of Services provided in terms of this Contract and in which a Party would have a reasonable expectation of confidentiality;
      4. being information provided by one Party to another Party in the course of contractual or other negotiations, which could reasonably be expected to prejudice the right of the non-disclosing Party;
      5. being information, the disclosure of which could reasonably be expected to endanger a life or physical security of a person;
      6. being technical, scientific, commercial, financial and market-related information, know-how and trade secrets of a Party;
      7. being financial, commercial, scientific or technical information, other than trade secrets, of a Party, the disclosure of which would be likely to cause harm to the commercial or financial interests of a non-disclosing Party; and
      8. being information supplied by a Party in confidence, the disclosure of which could reasonably be expected either to put the Party at a disadvantage in contractual or other negotiations or to prejudice the Party in commercial competition; or
      9. information the disclosure of which would be likely to prejudice or impair the safety and security of a building, structure or system, including, but not limited to, a computer or communication system; a means of transport; or any other property; or a person; methods, systems, plans or procedures for the protection of an individual in accordance with a witness protection scheme; the safety of the public or any part of the public; or the security of property; information the disclosure of which could reasonably be expected to cause prejudice to the defence of the Republic; security of the Republic; or international relations of the Republic; or plans, designs, drawings, functional and technical requirements and specifications of a Party, but must not include information which has been made automatically available, in terms of the Promotion of Access to Information Act, 2000; and information which a Party has a statutory or common law duty to disclose or in respect of which there is no reasonable expectation of privacy or confidentiality;
   3. Notwithstanding the provisions of this Contract, no Party is entitled to disclose Confidential Information, except where required to do so in terms of a law, without the prior written consent of any other Party having an interest in the disclosure;
   4. Where a Party discloses Confidential Information which materially damages or could materially damage another Party, the disclosing Party must submit all facts related to the disclosure in writing to the other Party, who must submit information related to such actual or potential material damage to be resolved as a dispute;
   5. Parties may not, except to the extent that a Party is legally required to make a public statement, make any public statement or issue a press release which could affect another Party, without first submitting a written copy of the proposed public statement or press release to the other Party and obtaining the other Party's prior written approval for such public statement or press release, which consent must not unreasonably be withheld.
7. **GUARANTEE AND WARRANTIES****.** The Supplier warrants that:
   1. The warranty of goods supplied under this contract remains valid for twelve (24) 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 twelve (24) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier;
   2. as at Commencement Date, it has the rights, title and interest in and to the Product or Services to deliver such Product or Services in terms of the Contract and that such rights are free from any encumbrances whatsoever;
   3. the Product is in good working order, free from Defects in material and workmanship, and substantially conforms to the Specifications, for the duration of the Warranty period;
   4. during the Warranty period any defective item or part component of the Product be repaired or replaced within 3 (three) days after receiving a written notice from SITA;
   5. the Products is maintained during its Warranty Period at no expense to SITA;
   6. the Product possesses all material functions and features required for SITA’s Operational Requirements;
   7. the Product remains connected or Service is continued during the term of the Contract;
   8. all third-party warranties that the Supplier receives in connection with the Products including the corresponding software and the benefits of all such warranties are ceded to SITA without reducing or limiting the Supplier’s obligations under the Contract;
   9. no actions, suits, or proceedings, pending or threatened against it or any of its third-party suppliers or sub-contractors that have a material adverse effect on the Supplier’s ability to fulfil its obligations under the Contract exist;
   10. SITA is notified immediately if it becomes aware of any action, suit, or proceeding, pending or threatened to have a material adverse effect on the Supplier’s ability to fulfil the obligations under the Contract;
   11. any Product sold to SITA after the Commencement Date of the Contract remains free from any lien, pledge, encumbrance or security interest;
   12. SITA’s use of the Product and Manuals supplied in connection with the Contract does not infringe any Intellectual Property Rights of any third party;
   13. the information disclosed to SITA does not contain any trade secrets of any third party, unless disclosure is permitted by such third party;
   14. it is financially capable of fulfilling all requirements of the Contract and that the Supplier is a validly organized entity that has the authority to enter into the Contract;
   15. it is not prohibited by any loan, contract, financing arrangement, trade covenant, or similar restriction from entering into the Contract;
   16. the prices, charges and fees to SITA as contained in the Contract are at least as favourable as those offered by the Supplier to any of its other customers that are of the same or similar standing and situation as SITA; and
   17. any misrepresentation by the Supplier amounts to a breach of Contract.
8. **INTELLECTUAL PROPERTY RIGHTS** 
   1. SITA retains all Intellectual Property Rights in and to SITA's Intellectual Property. As of the Effective Date, the Supplier is granted a non-exclusive license, for the continued duration of this Contract, to perform any lawful act including the right to use, copy, maintain, modify, enhance and create derivative works of SITA's Intellectual Property for the sole purpose of providing the Products or Services to SITA pursuant to this Contract; provided that the Supplier must not be permitted to use SITA's Intellectual Property for the benefit of any entities other than SITA without the written consent of SITA, which consent may be withheld in SITA's sole and absolute discretion. Except as otherwise requested or approved by SITA, which approval is in SITA's sole and absolute discretion, the Supplier must cease all use of SITA's Intellectual Property, at of the earliest of:
      1. termination or expiration date of this Contract;
      2. the date of completion of the Services; and
      3. the date of rendering of the last of the Deliverables.
   2. If so required by SITA, the Supplier must certify in writing to SITA that it has either returned all SITA Intellectual Property to SITA or destroyed or deleted all other SITA Intellectual Property in its possession or under its control.
   3. SITA, at all times, owns all Intellectual Property Rights in and to all Bespoke Intellectual Property.
   4. Save for the license granted in terms of this Contract, the Supplier retains all Intellectual Property Rights in and to the Supplier’s pre-existing Intellectual Property that is used or supplied in connection with the Products or Services.
   5. Provide SITA with the compliant safety file.
9. **SUPPLIER DUE DILIGENCE**

SITA reserves the right to conduct supplier due diligence prior to final award or at any time during the Contract period and this may include pre-announced/ non-announced site visits. During the due diligence process the information submitted by the bidder will be verified and any misrepresentation thereof may disqualify the bid or Contract in whole or parts thereof.

## DECLARATION OF COMPLIANCE

|  | **ACCEPT ALL** | **DO NOT ACCEPT ALL** |
| --- | --- | --- |
| 1. The bidder declares to ACCEPT ALL the Special Condition of Contract as specified in section 6.2 above by indicating with an “X” in the “ACCEPT ALL” column, OR 2. The bidder declares to NOT ACCEPT ALL the Special Conditions of Contract as specified in section 6.2 above by -    1. Indicating with an “X” in the “DO NOT ACCEPT ALL” column, and;    2. Provide reason and proposal for each of the conditions that is not accepted. |  |  |
| **Comments by bidder:**  Provide reason and proposal for each of the conditions not accepted as per the format:  Condition Reference:  Reason:  Proposal: | | |

* 1. COSTING AND PRICING

# COSTING AND PRICING

## COSTING AND PRICING EVALUATION

1. In terms of Preferential Procurement Policy Framework Act (PPPFA), the following preference point system is applicable to all Bids:
   1. the 80/20 system (80 Price, 20 B-BBEE) for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); or
   2. the 90/10 system (90 Price and 10 B-BBEE) for requirements with a Rand value above R50 000 000 (all applicable taxes included).
2. This bid will be evaluated using the preferential point system of **80/20**, subject to the following conditions –
   1. If the lowest acceptable bid price is up to and including R50 000 000 (all applicable taxes included) then the 80/20 preferential point system will apply to all acceptable bids; or
   2. If the lowest acceptable bid price is above R50 000 000 (all applicable taxes included) then the 90/10 preferential point system will apply to all acceptable bids;
3. The bidder must **complete the declaration of acceptance** as per section 9.4 below by marking with an “X” either “ACCEPT ALL”, or “DO NOT ACCEPT ALL”, failing which the declaration will be regarded as “DO NOT ACCEPT ALL” and the bid will be disqualified.
4. Bidder will be bound by the following general costing and pricing conditions and SITA reserves the right to negotiate the conditions or automatically disqualify the bidder for not accepting these conditions. These conditions will form part of the Contract between SITA and the bidder. However, SITA reserves the right to include or waive the condition in the Contract.

## COSTING AND PRICING CONDITIONS

1. SOUTH AFRICAN PRICING. The total price must be VAT inclusive and be quoted in South African Rand (ZAR).
2. **TOTAL PRICE**
   1. All quoted prices are the total price for the entire scope of required services and deliverables to be provided by the bidder.
   2. The cost of delivery, labour, S&T, overtime, etc. must be included in this bid.
   3. All additional costs must be clearly specified.
3. **BID EXCHANGE RATE CONDITIONS.** The bidders must use the exchange rate provided below to enable SITA to compare the prices provided by using the same exchange rate:

|  |  |
| --- | --- |
| **Foreign currency** | **South African Rand (ZAR) exchange rate** |
| 1 US Dollar | R 17,78 |
| 1 Euro | R 17,78 |
| 1 Pound | R 20,35 |

## BID PRICING SCHEDULE

Note: Bidders will complete the bid pricing schedule in the Excel spreadsheet format provided and include this as part of the hard copy submission documents and on the memory stick/USB to be submitted Refer to section 9.

**NB: SITA reserves the right to negotiate pricing with the successful bidder prior to the award as well as envisaged quantities**.

## DECLARATION OF ACCEPTANCE

|  | **ACCEPT ALL** | **DO NOT ACCEPT ALL** |
| --- | --- | --- |
| 1. The bidder declares to ACCEPT ALL the Costing and Pricing conditions as specified in section 7.2 above by indicating with an “X” in the “ACCEPT ALL” column, or 2. The bidder declares to NOT ACCEPT ALL the Costing and Pricing Conditions as specified in section 7.2 above by -    1. Indicating with an “X” in the “DO NOT ACCEPT ALL” column, and;    2. Provide reason and proposal for each of the condition not accepted. |  |  |
| **Comments by bidder:**  Provide the condition reference, the reasons for not accepting the condition. | | |

* 1. Terms and definitions

# ABBREVIATIONS

B-BBEE Broad-Based Black Economic Empowerment

OEM Original Equipment Manufacturer

OSM Original Software Manufacturer

PDSX Pharmaceutical Depot Stock Management System

PPPFA Preferential Procurement Policy Framework Act

SITA State Information Technology Agency

|  |  |
| --- | --- |
| S&T  USB  VAT | Subsistence and travel  Universal serial bus  Value Added Tax |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |

1. **BIDDER SUBSTANTIATING EVIDENCE**
2. **MANDATORY REQUIREMENT EVIDENCE**
   1. **BIDDER EXPERIENCE AND CAPABILITY REQUIREMENTS**

Complete table below, noting that:

* 1. Bidder must provide references from at least three (3) Pharmaceutical Depot in Public Sector whom the renewal of the PDSX (Pharmaceutical Depot Stock Management System) maintenance and support license was provided delivered; and
  2. The end-date must be current or not older than 10 years from date this bid is advertised,
  3. Scope of work must be related.

Table 1: References

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **No** | **Company name** | **Reference Person Name, Tel and/or email** | **Project Scope of work** | **Project Start and End-date** |
| 1 | <Company name> | <Person Name>  <Tel>  <email> | < Provide the details of the scope for PDSX Pharmaceutical Depot Stock Management System) maintenance and support license was provided> | Start Date:  End Date: |