

Private Bag X828, PRETORIA, 0001. Dr AB XUMA Building, 1112 Voortrekker Street, Thaba Tshwane PRETORIA 0143 Directorate: Access to Affordable Medicines

Tel: (012) 395 8130 Fax: (012) 395 8823/4

Enquiries: Tenders

Ref: HP02-2023Al

e-mail: tenders@health.gov.za

CONTRACT NUMBER HP02-2023AI: SUPPLY AND DELIVERY OF ANTI-INFECTIVE MEDICINES (ANTIBIOTICS, ANTIFUNGAL, ANTIPROTOZOAL AND ANTIVIRAL AGENTS) TO THE DEPARTMENT OF HEALTH FOR THE PERIOD OF 01 OCTOBER 2023 TO 30 SEPTEMBER 2025

#### ADDENDUM 7: REPLACEMENT CONTRACT CIRCULAR

Kindly note that 70% of the estimated quantity for Item 23 Amoxicillin and Clavulanic acid 875/125mg capsule/tablet, 10 capsules/tablets has not been awarded. The additional volume required will be retendered on the supplementary tender for HP02-2023AI.

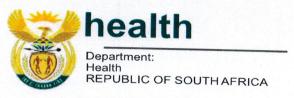
Item	Description	Volumes	Remaining
No		Awarded	Volumes
23	Amoxicillin and Clavulanic acid 875/125mg capsule/tablet, 10 capsules/tablets	1 455 558	3 396 302

Yours faithfully

K JAMALOODIEN

CHIEF-DIRECTOR: SECTOR WIDE PROCUREMENT

DATE: 09/10/2023



Private Bag X828, PRETORIA, 0001. DR AB Xuma Building, 1112 Voortrekker Road, Pretoria Townlands 351-JR, PRETORIA 0187 Directorate: Affordable Medicines, Tet (012) 395 8530 Fax: (012) 395 8823/4

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# HP02-2023AI: SUPPLY AND DELIVERY OF ANTI-INFECTIVE MEDICINES (ANTIBIOTICS, ANTIFUNGAL, ANTIPROTOZOAL AND ANTIVIRAL AGENTS) TO THE DEPARTMENT OF HEALTH FOR THE PERIOD 01 OCTOBER 2023 TO 30 SEPTEMBER 2025 – VERSION 4

- The attached contract circular is for your information.
- 2. This contract will be subject to the General Conditions of Contract issued in accordance with Chapter 16A of the Treasury Regulations published in terms of the Public Finance Management Act, 1999 (Act 1 of 1999). The Special Requirements and Conditions of Contract are supplementary to the General Conditions of Contract. Where, however, the Special Requirements and Conditions of Contract with the General Conditions of the Contract, the Special Requirements and Conditions of Contract will prevail.
- 3. The bid price offered applies to the product specified e.g., price per single unit, as per specification.
- 4. The following provincial Departments of Health will participate in this contract:

PARTICIPANTS	CONTACT PERSON	TEL NO	E-MAIL
Eastern Cape	Mr D Martin	(041) 406-9815	deon.martin@echealth.gov.za
Eastern Cape (Mthatha Depot)	Mr S Macanda	(060) 559 8082	steve.macanda@yahoo.com
Free State	Mr TW Khetsekile	(051) 411 0578	khetsekitw@fshealth.gov.za
Gauteng	Ms P Nyokong	(011) 628-9011	pretty.nyokong@gauteng.gov.za
Kwazulu-Natal	Ms T Njapha	(031) 469-8300	thandeka.njapha@kznhealth.gov.za
Limpopo	Mr TS Rasekele	(015) 223-9065	rassolly@gmail.com
Mpumalanga	Mr B Khumalo	(013) 283-9000	briank@mpuhealth.gov.za
North West	Ms Z Maqutu	(018) 384-4838	zmaqutu@nwpg.gov.za
Northern Cape	Ms E Delport	(053) 830-2717	edelport@ncpg.gov.za
Western Cape	Mr N Mia	(021) 483-5800	nisaar.mia@westerncape.gov.za
South African Military Health Services	Maj R Terblanche	(012) 355-4096	samhsproc.pharma@gmail.com
Correctional Services	Ms T Matshitse	(012) 307-2310	tammy.links@dcs.gov.za

KJAMALOODIEN Afanal oodler

CHIEF-DIRECTOR: SECTOR WIDE PROCUREMENT

For: DIRECTOR-GENERAL: HEALTH DATE: 10 12023

## HP02-2023AI: SUPPLY AND DELIVERY OF ANTI-INFECTIVE MEDICINES (ANTIBIOTICS, ANTIFUNGAL, ANTIPROTOZOAL AND ANTIVIRAL AGENTS) TO THE DEPARTMENT OF HEALTH FOR THE PERIOD 01 OCTOBER 2023 TO 30 SEPTEMBER 2025 – VERSION 4

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#### 1. IMPORTANT GENERAL INFORMATION

- 1.1 Please note that two supplier codes are listed for each supplier. This is to provide for the required supplier registration on the Central Supplier Database (CSD) at National Treasury.
- 1.2 Please note that the delivered price is for the unit of measure (UOM) offered. Unit of Measure, National Stock Numbers and prices should be carefully matched when placing or executing orders.
- 1.3 All prices are inclusive of 15 % VAT.
- 1.4 All prices are on a delivered basis.
- 1.5 Contact persons and e-mail addresses indicated hereunder are to be used for contract enquiries and not for orders.

#### 2. NAMES AND ADDRESSES OF CONTRACTORS AND CONTACT DETAILS

Supplier Name	Supplier Code	CSD Code	Postal Address	Contact Person	Telephone / Cellphone Number	E-mail
Accord Healthcare (Pty) Ltd	V2MB8	MAAA0005335	Private Bag X51 Postnet Suite 182 RIVONIA 2128	Shameer Suleman	011 081 2000 083 778 6902	shameer@accordhealth.co.za
Acino Pharma (Pty) Ltd	VGS73	MAAA0009244	P O Box 8374 MIDRAND 1685	Anand Reddy	011 516 1700 066 394 6900	state_za@acino.swiss
Actor Pharma (Pty) Ltd	V2G28	MAAA0183044	P O Box 7408 HALFWAY HOUSE 1685	Malcolm Blane	011 312-3812 082 551 4010	malcolmb@actorpharma.co.za
Adcock Ingram Critical Care (Pty) Ltd	V4222	MAAA0010153	P O Box 6888 JOHANNESBURG 2000	Ashley Singh	011 494 8490 082 622 1412	ashley.singh@adcock.com criticalcare.tenders@adcock.com

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Supplier Name	Supplier Code	CSD Code	Postal Address	Contact Person	Telephone / Cellphone Number	E-mail
Ando Pharma (Pty) Ltd	V8NG6	MAAA0468800	73 Keurboom Crescent PLATTEKLOOF 7500	Craig Braaf	021 911 4003 082 940 6480	craig@andopharma.co.za
Arya Pharma (Pty) Ltd	VF6A8	MAAA0717051	417 Southern Klipriviersberg ELECTRON 2197	Michelle Blatt	011 623 2170 072 618 6606	michelle@pharmacygroup.co.za
Ascendis Pharma (Pty) Ltd	V0DM6	MAAA0043637	Postnet Suite #252 Private Bag X21 BRYANSTON 2021	Janet Singh	011 036 9600 076 053 5148	janet.singh@ascendishealth.com
Astellas Pharma (Pty) Ltd	V0L15	MAAA0088050	7 Mirage Road BEDFORDVIEW 2007	Mpumelelo Nhlapo	011 615 9433 067 428 7271	mpume.nhlapo@astellas.com
Aurogen SA (Pty) Ltd	VSSS2	MAAA1226475	P O Box 373 PARKLANDS 2121	Vijaya Bhaskar	011 867 9110 072 226 9143	vijaya.bhaskar@aurobindo.com
Austell Pharmaceuticals (Pty) Ltd	V1A10	MAAA0034946	P O Box 1110 CROWN MINES 2025	Mahomed Irefaan Mahomed	011 611 1605 083 633 8781	irefaanm@austell.co.za
Barrs Pharmaceuticals Industries (Pty) Ltd	V4890	MAAA0024330	P O Box 7348 ROGGEBAAI 8012	Michael Mynhardt	021 531 6601 061 498 2505	michaelm@barrs.co.za
Bayer (Pty) Ltd	V6390	MAAA0009623	P O Box 143 ISANDO 1600	Magda Noack	011 921 5279	za_tenders@bayer.com
Biotech Laboratories (Pty) Ltd	VUV35	MAAA0029826	Suite 150 Private Bag X65 HALFWAY HOUSE 1685	Faried Dean	011 848 3050 082 455 1149	tenders@biotechlabs.co.za

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Supplier Name	Supplier Code	CSD Code	Postal Address	Contact Person	Telephone / Cellphone Number	E-mail
Cipla Medpro Manufacturing (Pty) Ltd	VS2P5	MAAA1168386	P O Box 32003 <b>MOBENI</b> 4060	Willem Maritz	011 315 9150 082 887 4926	willem.maritz@cipla.com
Dezzo Trading 392 (Pty) Ltd t/a Shanur Healthcare (Pty) Ltd	V05Y6	MAAA0006141	Lochhouse Unit 3 3A/5 Eton Road PARKTOWN 2193	Lutfiyya Suleman	087 405 9660 072 540 6530	lsuleman@dezzopharm.co.za
Equity Pharmaceuticals (Pty) Ltd	V1QZ3	MAAA0007480	P O Box 60964 PIERRE VAN RYNEVELD 0045	Carel Bouwer	012 345 1747 082 879 8866	carel@equitypharma.co.za
Fresenius Kabi SA (Pty) Ltd	VAJL3	MAAA0007374	P O Box 4156 HALFWAY HOUSE 1685	Albertha Nel	011 545 0000	albertha.nel@fresenius-kabi.com
Gen-eye (Pty) Ltd	VPVQ5	MAAA1136844	P O Box 7408 HALFWAY HOUSE 1685	Michael Lance Hilliard- Lomas	011 312 3812 082 447 5037	lancel@gen-eye.co.za
Glenmark Pharmaceuticals SA (Pty) Ltd	V0LU2	MAAA0122269	P O Box 5537 HALFWAY HOUSE 1685	Nicola Eiberg	011 564 3900 083 618 5614	nicky.eiberg@glenmarkpharma.com
Gulf Drug Company (Pty) Ltd	VTS03	MAAA0009791	P O Box 754  MOUNT EDGECOMBE  4302	Kevin Moonsamy	031 538 8761 083 779 1321	kevinm@gulfdrug.co.za
Hetero Drugs SA (Pty) Ltd	VB2N1	MAAA0323938	Waterfall Corporate Campus, Building No. 2 1st Floor, 74 Waterfall Drive Waterval City MIDRAND 2066	Nahum Johnson	012 644 1220 082 388 7226	johnson.n@hetero.com

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Supplier Name	Supplier Code	CSD Code	Postal Address	Contact Person	Telephone / Cellphone Number	E-mail
Innovata Pharmaceuticals (Pty) Ltd	VBBL4	MAAA0003385	P O Box 777 <b>KELVIN</b> 2054	Grace Catherine Job	086 999 0912 082 901 8729	grace@innovata.co.za
Key Oncologics (Pty) Ltd	VAYM6	MAAA0009144	Postnet Suite 19 P O Box 92418 NORWOOD 2117	Margaretha De Wet	011 483 0060 082 567 5197	magriet@keyoncologics.co.za
Medivision (Pty) Ltd	V20D5	MAAA0002347	P O Box 178 ISANDO 1600	Vibha Desai	010 492 3809 083 236 7123	vibha@avakash.net
MSD (Pty) Ltd	V2185	MAAA0077142	Private Bag 3 HALFWAY HOUSE 1685	Valerie Olifant	011 655 3197 076 862 1908	valerie.olifant@merck.com
Novartis SA (Pty) Ltd	VBVW2	MAAA0006317	P O Box 12257 VORNA VALLEY 1686	Gugu Madalane	011 347 6600 079 806 9363	gugu.madalane@novartis.com
Oethmaan Biosims (Pty) Ltd	V91P2	MAAA0437774	P O Box 421001 FORDSBURG 2033	Muhammad Bodhania	011 433 0602 083 325 3741	mbodhania@oethmaan.co.za
Pfizer Laboratories (Pty) Ltd	V2189	MAAA0019202	P O Box 783728 <b>SANDTON</b> 2196	Themba Mnguni	011 320 6091 082 307 9658	themba.mnguni@pfizer.com
Pharmacare Limited	V2205	MAAA0008452	P O Box 1593 GALLO MANOR 2052	Itumeleng Mathe	011 239 6243 083 298 4336	imathe@aspenpharma.com
Pharmaco Distribution (Pty) Ltd	VBVW1	MAAA0044115	3 Sandown Valley Crescent South Tower, 1st Floor SANDTON 2196	Nicolas Nagy	011 784 0077 083 897 2220	nicolas.nagy@pharmaco.co.za

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Supplier Name	Supplier Code	CSD Code	Postal Address	Contact Person	Telephone / Cellphone Number	E-mail
Pharma-Q (Pty) Ltd	V1NK1	MAAA0016762	Private Bag X09 FLORIDA 1710	Anand Mehta	011 247 1600 083 636 4444	andy@pharmaq.co.za
Ranbaxy Pharmaceuticals (Pty) Ltd	V4728	MAAA0000384	P O Box 43486 INDUSTRIA 2042	Deepakh Mangal Sewnarain	012 643 2071 082 893 8649	deepakh.sewnarain@sunpharma.com
Resmed Healthcare cc	VCEJ2	MAAA0010098	P O Box 65409 RESERVOIR HILLS 4090	Laljith Sunker Singh	031 577 7258 079 947 1789	lal@resmed.co.za
Sandoz SA (Pty) Ltd	VVZ69	MAAA0011663	P O Box 12257 VORNA VALLEY 1686	Renee Moodley	010 346 3972 083 704 1806	renee.moodley@sandoz.com
Sanofi-Aventis SA (Pty) Ltd	V2160	MAAA0009069	Private Bag X207 MIDRAND 1685	Akash Ajodapersad	011 256 3700 082 449 9876	akash.ajodapersad@sanofi.com
Soflens (Pty) Ltd	VL1M9	MAAA0734378	P O Box 11418 <b>DIE HOEWES</b> 0163	Marianne Oosthuizen	010 025 2100 082 850 2921	marianne.oosthuizen@bausch.com
Strides Pharma SA (Pty) Ltd	VSSS4	MAAA1236261	P O Box 8356 MIDRAND 1685	Marizette Bezuidenhout	010 594 5610 082 320 0131	marizette@trinitypharma.co.za
Unimed Healthcare (Pty) Ltd	V92D6	MAAA0444639	Private Bag X12 PRETORIA WEST 0117	Arshad Bera	011 056 6999 083 647 7860	arshad@unimedhealthcare.co.za
Viatris Healthcare (Pty) Ltd	V3PS6	MAAA0081441	Postnet Suite #23 Private Bag X10010 EDENVALE 1610	Kumaraswamy Ekhambaram	011 451 1300 071 473 3900	kumaraswamy.ekhambaram@viatris.com

Item No Item Specification	Addendum	Therapeutic Class Number	UNIT (Use for Estimate & Price)	Estimate	Quantity Awarded	Split	Supplier Name	Central Supplier Database Number	Supplier Code V-Number	Registered Product Name	Delivered Price in ZAR (As per specification)	Pack Size Offered: Unit Pack	Lead-Time (≤ 14 calendar days)	MOQ	Total Score	NSN	UOM
1 Aciclovir 200mg tablet, 25 tablets			Pack of 25 tablets		265 240		Ranbaxy Pharmaceuticals (Pty) Ltd	MAAA0000384	V4728	LOVIRE 200 TABLETS	R14.03	1 x 25 tablets	14	96	95.00	180256112	СО
2 Aciclovir 250mg injection, 1 vial			Each		317 600		Accord Healthcare (Pty) Ltd	MAAA0005335	V2MB8	Acyclovir 25mg/10ml Accord	R113.85	1 x 1	14	20	91.00	180075476	VI
4 Aciclovir 400mg tablets, 60 or 70 tablets		Class 2	Pack of 60 or 70 tablets		322 065		Ranbaxy Pharmaceuticals (Pty) Ltd	MAAA0000384	V4728	LOVIRE 400 TABLETS	R52.33	1 x 70 tablets	14	144	95.00	180282035	СО
8 Albendazole 400mg tablet, 1 tablet	2		Pack of 1 tablet		3 380 396		Dezzo Trading 392 (Pty) Ltd t/a Shanur Healthcare (Pty) Ltd	MAAA0006141	V05Y6	Wormadole	R5.69	1 x 1 tablet	14	200	100.00	181823255	СО
9 Amikacin 100 mg injection, 2ml			Each		164 700		Fresenius Kabi SA (Pty) Ltd	MAAA0007374	VAJL3	AMIKACIN FRESENIUS 100 mg/2 ml	R18.52	1 x 1	14	10	96.00	189708790	VI
10 Amikacin 250 mg injection, 2ml			Each		51 100		Fresenius Kabi SA (Pty) Ltd	MAAA0007374	VAJL3	AMIKACIN FRESENIUS 250 mg/2 ml	R21.74	1 x 1	14	10	96.00	189708789	VI
11 Amikacin 500 mg injection, 2ml			Each		369 610		Fresenius Kabi SA (Pty) Ltd	MAAA0007374	VAJL3	AMIKACIN FRESENIUS 500 mg/2 ml	R24.73	1 x 1	14	10	96.00	189708024	VI
12 Amoxicillin 125mg/5ml suspension, 100ml			Each	4 794 280	2 000 000	42%	Innovata Pharmaceuticals (Pty) Ltd	MAAA0003385	VBBL4	Allmox S 125 mg/ 5 ml Suspension	R9.00	1 x 1	14	100	100.00	189704685	BT
					2 794 280	58%	Unimed Healthcare (Pty) Ltd	MAAA0444639	V92D6	Amoxicillin 125 mg/5 ml Suspension Unimed	R9.30	1 x 1	14	300	97.00		
13 Amoxicillin 250mg capsule, 15 capsules			Pack of 15 capsules	8 089 590	5 662 713	70%	Medivision (Pty) Ltd	MAAA0002347	V20D5	Maxcil A 250	R6.95	1 x 15 capsules	14	500	100.00	180198245	PG
					2 426 877	30%	Innovata Pharmaceuticals (Pty) Ltd	MAAA0003385	VBBL4	Allmox 250 mg Capsules	R7.46	1 x 15 capsules	14	500	93.40		
14 Amoxicillin 250mg/5ml suspension, 100ml	2		Each	7 232 810	5 062 967	70%	Dezzo Trading 392 (Pty) Ltd t/a Shanur Healthcare (Pty) Ltd	MAAA0006141	V05Y6	Amyn SF 250	R11.44	1 x 1	14	100	100.00	189706340	BT
					2 169 843	30%	Ranbaxy Pharmaceuticals (Pty) Ltd	MAAA0000384	V4728	Betamox SF	R11.50	1 x 1	14	25	94.53		
15 Amoxicillin 500mg capsule, 15 capsules			Pack of 15 capsules	18 868 350	6 414 887	34.00%	Austell Pharmaceuticals (Pty) Ltd	MAAA0034946	V1A10	Austell Amoxicillin 500mg 15s	R11.66	1 x 15 capsules	14	360	100.00	180292354	PG
					6 370 324	33.76%	Medivision (Pty) Ltd	MAAA0002347	V20D5	Maxeil AF 500	R11.75	1 x 15 capsules	14	500	99.31		
					6 083 139	32.24%	Oethmaan Biosims (Pty) Ltd	MAAA0437774	V91P2	Ultramox 500	R12.33	1 x 15 capsules	14	600	94.83		
16 Amoxicillin 500mg capsules, 100 capsules			Pack of 100 capsules		45 210		Medivision (Pty) Ltd	MAAA0002347	V20D5	Maxcil AF 500	R85.00	1 x 100 capsules	14	75	100.00	189710500	СО
17 Amoxicillin and Clavulanic acid 1000/200mg, injection, 1 vial			Each	9 522 180	6 665 526	70%		11		TO FOLLOW			1	1			
					2 856 654	30%	Sandoz SA (Pty) Ltd	MAAA0011663	VVZ69	Sandoz Co-amoxyclav 1,2 g/20 ml	R24.61	1 x 10	14	100	85.94	180057867	VI
18 Amoxicillin and Clavulanic acid 125/31.25mg per 5ml suspension, 100ml	ı		Each		1 160 322		Aurogen SA (Pty) Ltd	MAAA1226475	VSSS2	Auro-Amoxiclav 125 - 31,25 mg/5 ml	R22.63	1 x 1	14	1	90.00	180002781	BT
19 Amoxicillin and Clavulanic acid 250/125mg capsule/tablet, 15 capsules/tablets			Pack of 15 capsules/tablets		2 985 690		Aurogen SA (Pty) Ltd	MAAA1226475	VSSS2	Auro Amoxiclav 375 mg	R23.38	1 x 15 tablets	14	1	90.00	189714965	со
20 Amoxicillin and Clavulanic acid 250/62.5mg per 5ml suspension, 100ml			Each		944 266		Viatris Healthcare (Pty) Ltd	MAAA0081441	V3PS6	CLAMENTIN SF	R34.49	1 x 1	14	24	97.70	180002786	BT
21 Amoxicillin and Clavulanic acid 500/100mg, injection, 1 vial	,		Each		2 061 900		Sandoz SA (Pty) Ltd	MAAA0011663	VVZ69	Sandoz Co-amoxyclav 0,6 g/20 ml	R16.98	1 x 10	14	10 packs / 100 vials	91.00	180158719	VI
22 Amoxicillin and Clavulanic Acid 600/42.9mg per 5ml suspension, 100ml			Each		116 260		Austell Pharmaceuticals (Pty) Ltd	MAAA0034946	V1A10	Austell Co Amoxiclav ES 600	R68.94	1 x 1	14	30	100.00	222000960	EA
23 Amoxicillin and Clavulanic acid 875/125mg capsule/tablet, 10 capsules/tablets	*7		Pack of 10 capsules/tablets	4 851 860	1 455 558	30%	Sandoz SA (Pty) Ltd	MAAA0011663	VVZ69	Sandoz Co-amoxyclav 1000	R23.00	1 x 10 tablets	14	50	82.00	181854324	СО
25 Ampicillin 250mg injection, 1 vial			Each		1 648 370		Unimed Healthcare (Pty) Ltd	MAAA0444639	V92D6	Ampicillin 250 Injection Unimed	R8.04	1 x 1	14	100	100.00	189702886	VI
26 Ampicillin 500mg injection, 1 vial			Each	5 563 530	3 894 471	70%				TO FOLLOW							
					1 669 059	30%	Unimed Healthcare (Pty) Ltd	MAAA0444639	V92D6	Ampicillin 500 Injection Unimed	R8.21	1 x 1	14	100	83.68	189702887	VI
28 Artemether and Lumefantrine 20/120mg tablet, 24 tablets			Pack of 24 tablets		63 552		Sandoz SA (Pty) Ltd	MAAA0011663	VVZ69	COARTEM TABS 20/120 24	R67.56	1 x 24 tablets	14	50	91.00	180958902	СО
29 Artesunate 60mg injection, 1 vial			Each		125 826		Equity Pharmaceuticals (Pty) Ltd	MAAA0007480	V1QZ3	Garsun	R467.82	1 x 1	14	10	91.00	222000949	VI

Item No	Item Specification	Addendum	Therapeutic Class Number	UNIT (Use for Estimate & Price)	Estimate	Quantity Awarded	Split	Supplier Name	Central Supplier Database Number	Supplier Code V-Number	Registered Product Name	Delivered Price in ZAR (As per specification)	Pack Size Offered: Unit Pack	Lead-Time (≤ 14 calendar days)	MOQ	Total Score	NSN	UOM
32	Azithromycin 250mg tablet/capsule, 3 tablets/capsules	2		Pack of 3 tablets/capsules		949 540		Dezzo Trading 392 (Pty) Ltd t/a Shanur Healthcare (Pty) Ltd	MAAA0006141	V05Y6	Varimax	R9.65	1 x 3 capsules	14	90	100.00	181905533	СО
33	Azithromycin 500mg injection, 1 vial	1		Each		45 834		Pfizer Laboratories (Pty) Ltd	MAAA0019202	V2189	Zithromax IV	R324.90	1 x 1	14	1	92.00	181839842	VI
34	Azithromycin 500mg tablet/capsule, 2 tablets/capsules			Pack of 2 tablets/capsules	3 077 040	2 461 632	80%	Strides Pharma SA (Pty) Ltd	MAAA1236261	VSSS4	Zimol 500	R6.85	1 x 2 tablets	14	100	96.00	181886851	СО
					•	615 408	20%	Austell Pharmaceuticals (Pty) Ltd	MAAA0034946	V1A10	Austell Azithromycin 500mg 2s	R8.57	1 x 2 tablets	14	500	77.40		
35	Azithromycin 500mg tablet/capsule, 3 tablets/capsules			Pack of 3 tablets/capsules	10 791 860	6 475 116	60%	Strides Pharma SA (Pty) Ltd	MAAA1236261	VSSS4	Zimol 500	R8.69	1 x 3 tablets	14	100	96.00	180291039	СО
					•	4 316 744	40%	Cipla Medpro Manufacturing (Pty) Ltd	MAAA1168386	VS2P5	Cipla Azithromycin 500 (3's)	R9.20	1 x 3 tablets	14	120	93.72		
36	Benzathine Benzylpenicillin 1.2 million unit injection, 1 vial	3		Each		697 570		Ando Pharma (Pty) Ltd	MAAA0468800	V8NG6	Benzathine Benzylpenicillin 1.2 MU Ando	R7.59	1 x 1	14	500	100.00	189708890	VI
37	Benzathine Benzylpenicillin 2.4 million unit injection, 1 vial	3		Each		844 492		Ando Pharma (Pty) Ltd	MAAA0468800	V8NG6	Benzathine Benzylpenicillin 2.4 MU Ando	R9.43	1 x 1	14	300	100.00	189700011	VI
43	Cefalexin 125mg/5ml suspension, 100ml			Each		725 370		Resmed Healthcare cc	MAAA0010098	VCEJ2	Cefalexin 125mg/5ml suspension Resmed	R16.75	1 x 1	14	200	100.00	189705592	BT
44	Cefalexin 250mg capsule/tablet, 20 capsules/tablets			Pack of 20 capsules/tablets		105 450		Ranbaxy Pharmaceuticals (Pty) Ltd	MAAA0000384	V4728	RANCEPH 250 CAPSULES	R14.20	1 x 20 capsules	14	120	95.00	189755469	СО
45	Cefalexin 250mg/5ml suspension, 100ml			Each		42 360		Ranbaxy Pharmaceuticals (Pty) Ltd	MAAA0000384	V4728	RANCEPH SUSPENSION 250 MG/5 ML	R23.35	1 x 1	14	80	95.00	189706333	BT
46	Cefalexin 500mg capsule/tablet, 20 capsules/tablets			Pack of 20 capsules/tablets		61 090		Ranbaxy Pharmaceuticals (Pty) Ltd	MAAA0000384	V4728	RANCEPH 500 CAPSULES	R24.96	1 x 20 capsules	14	160	93.31	222001216	СО
47	Cefazolin 1g injection, 1 vial			Each	4 234 090	2 540 454	60%	Oethmaan Biosims (Pty) Ltd	MAAA0437774	V91P2	Cefazolin 1 g Oethmaan	R7.42	1 x 1	14	20	100.00	180113691	VI
					•	1 693 636	40%	Acino Pharma (Pty) Ltd	MAAA0009244	VGS73	ZEFKOL 1.0G INJECTION	R7.62	1 x 10	14	10	97.57		
48	Cefazolin 500mg injection, 1 vial			Each		1 208 700		Oethmaan Biosims (Pty) Ltd	MAAA0437774	V91P2	Cefazolin 500 mg Oethmaan	R5.34	1 x 1	14	20	100.00	189708784	VI
49	Cefepime 1g injection, 1 vial			Each		83 520		Fresenius Kabi SA (Pty) Ltd	MAAA0007374	VAJL3	CEFEPIME 1G FRESENIUS	R42.44	1 x 10	14	10	94.29	180186466	VI
50	Cefepime 2g injection, 1 vial			Each		18 900		Fresenius Kabi SA (Pty) Ltd	MAAA0007374	VAJL3	CEFEPIME 2G FRESENIUS	R82.80	1 x 10	14	10	94.20	180187880	VI
51	Cefotaxime 1g injection, 1 vial			Each		204 022		Innovata Pharmaceuticals (Pty) Ltd	MAAA0003385	VBBL4	SAB-CEFOTAXIME 1g	R6.84	1 x 1	14	100 vials (10 cartons containing 10 vials per carton)	100.00	189708190	VI
52	Cefotaxime 500mg injection, 1 vial			Each		183 500		Oethmaan Biosims (Pty) Ltd	MAAA0437774	V91P2	Cefotaxime 500 mg Oethmaan	R5.21	1 x 1	14	20	100.00	189708788	VI
53	Ceftazidime 1g injection, 1 vial			Each		70 090		Acino Pharma (Pty) Ltd	MAAA0009244	VGS73	TAZIJECT 1.0 G INJECTION	R25.65	1 x 1	14	10	100.00	189708786	VI
54	Ceftazidime 2g injection, 1 vial			Each		12 342		Acino Pharma (Pty) Ltd	MAAA0009244	VGS73	TAZIJECT 2.0 G INJECTION	R53.71	1 x 1	14	10	100.00	180374734	VI
55	Ceftriaxone 1g injection, 1 vial			Each	12 474 580	4 217 128	33.81%	Innovata Pharmaceuticals (Pty) Ltd	MAAA0003385	VBBL4	FRAXONE 1g	R6.44	1 x 10	14	600 vials (60 x cartons containing 10 vials per carton)	100.00	181750482	VI
						4 211 235	33.76%	Oethmaan Biosims (Pty) Ltd	MAAA0437774	V91P2	Seftry 1,0	R6.45	1 x 1	14	20	99.86		
						4 046 217	32.44%	Acino Pharma (Pty) Ltd	MAAA0009244	VGS73	ROCIJECT 1.0G INJECTION	R6.73	1 x 10	14	10	95.95		
56	Ceftriaxone 250mg injection, 1 vial			Each	4 552 790	2 731 674	60%	Innovata Pharmaceuticals (Pty) Ltd	MAAA0003385	VBBL4	FRAXONE 250mg	R4.45	1 x 10	14	600 vials (60 x cartons containing 10 vials per carton)	100.00	181775872	VI
					•	1 821 116	40%	Oethmaan Biosims (Pty) Ltd	MAAA0437774	V91P2	Obkef 250 mg Injection	R4.58	1 x 1	14	20	97.37		

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57	Ceftriaxone 500mg injection, 1 vial			Each	3 614 530	2 168 718	60%	Oethmaan Biosims (Pty) Ltd	MAAA0437774	V91P2	Seftry 0,5	R5.10	1 x 1	14	20	100.00	181750480	VI
						1 445 812	40%	Acino Pharma (Pty) Ltd	MAAA0009244	VGS73	ROCIJECT 0.5MG INJECTION	R5.16	1 x 10	14	10	98.94		
58	Chloramphenicol 0,5% eye drops, 0,5ml single use disposable applicator, 20 applicators	6		Pack of 20 applicators		8 365		Soflens (Pty) Ltd	MAAA0734378	VL1M9	MINIMS CHLORAMPHENICOL 0,5 %	R267.30	1 x 20 applicators	14	3 boxes of 20	90.00	189762331	BX
59	Chloramphenicol 0,5% eye drops,10ml			Each		14 150		Gen-eye (Pty) Ltd	MAAA1136844	VPVQ5	Optiphen 0,5% Eye Drops	R62.44	1 x 1	14	100	92.00	189712133	ВТ
60	Chloramphenicol 1% eye ointment, 3.5g			Each		6 741 865		Ascendis Pharma (Pty) Ltd	MAAA0043637	V0DM6	Chlornicol	R8.25	1 x 1	14	100	95.00	189700731	TU
61	Ciprofloxacin 250mg tablet, 10 tablets			Pack of 10 tablets		479 930		Ranbaxy Pharmaceuticals (Pty) Ltd	MAAA0000384	V4728	Cifran 250	R5.00	1 x 10 tablets	14	180	95.00	189762972	со
62	Ciprofloxacin 250mg/5ml suspension, 100ml			Each		117 764		Bayer (Pty) Ltd	MAAA0009623	V6390	Ciprobay Suspension 5%	R229.43	1 x 1	14	1	90.00	180302525	BT
63	Ciprofloxacin 2mg/ml injection, 100ml			Each		16 132		Fresenius Kabi SA (Pty) Ltd	MAAA0007374	VAJL3	CIPROFLOXACIN FRESENIUS 2 mg/ml 100ml	R31.45	1 x 1	14	10	96.00	189763036	VI
64	Ciprofloxacin 2mg/ml injection, 200ml			Each		114 244		Fresenius Kabi SA (Pty) Ltd	MAAA0007374	VAJL3	CIPROFLOXACIN FRESENIUS 2 mg/ml 200ml	R39.96	1 x 1	14	10	96.00	180185726	BT
65	Ciprofloxacin 3mg/ml eye drops, 5ml		Class 3	Each		275 460		Novartis SA (Pty) Ltd	MAAA0006317	VBVW2	Ciloxan Eye Drops	R11.50	1 x 1	14	1	92.00	180073995	BT
66	Ciprofloxacin 500mg tablet, 10 tablets			Pack of 10 tablets	3 460 280	2 768 224	80%	Arya Pharma (Pty) Ltd	MAAA0717051	VF6A8	BIOFLOXX 500	R6.98	1 x 10 tablets	14	200	100.00	189763034	СО
						692 056	20%	Cipla Medpro Manufacturing (Pty) Ltd	MAAA1168386	VS2P5	Ciploxx 500	R7.90	1 x 10 tablets	14	210	87.14		
70	Clarithromycin 500mg tablet, 14 tablets			Pack of 14 tablets		22 212		Ranbaxy Pharmaceuticals (Pty) Ltd	MAAA0000384	V4728	KLARITHRAN 500 TABLETS	R58.65	1 x 14 tablets	14	180	95.00	180145713	со
71	Clindamycin 150mg capsule, 100 capsules			Pack of 100 capsules		3 440		Sandoz SA (Pty) Ltd	MAAA0011663	VVZ69	CLINDAHEXAL 150MG 100s	R267.90	1 x 100 capsules	14	50	91.00	189712138	СО
72	Clindamycin 150mg capsule, 20 capsules			Pack of 20 capsules		71 292		Actor Pharma (Pty) Ltd	MAAA0183044	V2G28	Clindamycin Actor	R42.00	1 x 20 capsules	14	80	92.00	180103949	со
73	Clindamycin 600mg injection, 1 vial			Each		199 020		Pharma-Q (Pty) Ltd	MAAA0016762	V1NK1	Pharma-Q Clindamycin Injection 600mg/4ml	R13.50	1 x 10	14	150	96.00	189710888	AM
74	Clotrimazole 1% cream, 20g		Class 4	Each	4 357 904	3 922 114	90%	Biotech Laboratories (Pty) Ltd	MAAA0029826	VUV35	FUNISTOP TOPICAL 20mg	R4.43	1 x 1	14	1	95.00	189705118	TU
						435 790	10%	Gulf Drug Company (Pty) Ltd	MAAA0009791	VTS03	CLOMADERM	R5.28	1 x 1	14	216	73.73		
75	Clotrimazole 500mg vaginal tablet, Unit pack: 1 tablet and applicator			Pack of 1 tablet and applicator		1 025 306		Glenmark Pharmaceuticals SA (Pty) Ltd	MAAA0122269	V0LU2	Glenmark Clotrimazole 1 Vaginal Tablet + Applicator	R10.00	1 x 1 tablet and applicator	14	20	91.00	189710836	СО
76	Clotrimazole 500mg/50g vaginal cream, Unit pack: 50g tube + 6 applicators			Pack of 50g tube and 6 applicators		865 350		Innovata Pharmaceuticals (Pty) Ltd	MAAA0003385	VBBL4	INNOSPORE	R17.25	1 x 50g tube with 6 applicators	14	100	100.00	181932694	со
78	Cloxacillin 500mg injection, 1 vial			Each		1 892 770		Fresenius Kabi SA (Pty) Ltd	MAAA0007374	VAJL3	CLOXACILLIN FRESENIUS 500 mg	R16.68	1 x 1	14	50	96.00	189705134	VI
79	Dapsone 100mg tablet, 100 tablets			Pack of 100 tablets		17 148		Pharmacare Limited	MAAA0008452	V2205	A-Lennon Dapsone 100mg 100's	R298.92	1 x 100 tablets	14	10	95.00	189710181	СО
81	Doxycycline 100mg capsule/tablet, 100 capsules/tablets			Pack of 100 capsules/tablets		8 770		Arya Pharma (Pty) Ltd	MAAA0717051	VF6A8	DOXYHEXAL 100	R44.68	1 x 100 tablets	14	12	100.00	222000938	со
82	Doxycycline 100mg capsule/tablet, 14 capsules/tablets	2		Pack of 14 capsules/tablets	1 991 790	1 593 432	80%	Dezzo Trading 392 (Pty) Ltd t/a Shanur Healthcare (Pty) Ltd	MAAA0006141	V05Y6	Doxytet	R5.88	1 x 1 pouch of 14 capsules	14	100	100.00	222001528	со
						398 358	20%	Arya Pharma (Pty) Ltd	MAAA0717051	VF6A8	DOXYHEXAL 100	R6.72	1 x 14 tablets	14	200	87.14		
84	Ertapenem 1g injection, 1 vial			Each		146 948		MSD (Pty) Ltd	MAAA0077142	V2185	Invanz	R295.00	1 x 1	14	1	95.00	222000942	VI
86	Flucloxacillin 250mg capsule, 100 capsules			Pack of 100 capsules		57 850		Oethmaan Biosims (Pty) Ltd	MAAA0437774	V91P2	Flucloxacillin 250 mg Oethmaan	R65.70	1 x 100 capsules	14	48	100.00	189710066	СО
87	Flucloxacillin 250mg capsule, 20 capsules			Pack of 20 capsules	3 823 318	2 293 991	60%	Oethmaan Biosims (Pty) Ltd	MAAA0437774	V91P2	Flucloxacillin 250 mg Oethmaan	R12.85	1 x 20 capsules	14	180	100.00	180342029	PG
						1 529 327	40%	Unimed Healthcare (Pty) Ltd	MAAA0444639	V92D6	Indo Flucioxacillin-250	R13.10	1 x 20 capsules	14	200	98.25		

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88 Flucioxacillin 250mg capsule, 40 capsules		Pack of 40 capsules	3 335 250	2 001 150	60%	Oethmaan Biosims (Pty) Ltd	MAAA0437774	V91P2	Flucloxacillin 250 mg Oethmaan	R21.86	1 x 40 capsules	14	108	100.00	181818543	PG
			-	1 334 100	40%	Innovata Pharmaceuticals (Pty) Ltd	MAAA0003385	VBBL4	Septapen 250	R22.95	1 x 40 capsules	14	500	95.51		
89 Fluconazole 200mg tablet/capsule, 28 tablets/capsules		Pack of 28 tablets/capsules		505 809		Cipla Medpro Manufacturing (Pty) Ltd	MAAA1168386	VS2P5	Cipla Fluconazole 200	R31.00	1 x 30 capsules	14	50	99.00	181774488	СО
90 Fluconazole 2mg/ml injection, 100ml		Each		350 558		Biotech Laboratories (Pty) Ltd	MAAA0029826	VUV35	BIO-FLUCONAZOLE IV 200 mg/100 ml 1's	R16.08	1 x 1	14	10	95.00	180101098	VI
91 Fluconazole 50mg tablet/capsule, 14 tablets/capsules		Pack of 14 tablets/capsules		180 320		Ranbaxy Pharmaceuticals (Pty) Ltd	MAAA0000384	V4728	FLUCORIC 50 CAPSULES	R8.45	1 x 14 capsules	14	240	95.00	180230649	СО
94 Flucytosine 500mg tablet, 100 tablets		Pack of 100 tablets		1 940		Viatris Healthcare (Pty) Ltd	MAAA0081441	V3PS6	Flucytosine Mylan 500mg	R1 503.00	1 x 100 tablets	14	1 x 100	99.00	222001495	СО
95 Fosfomycin 3g sachet, 1 sachet		Each		105 478		Actor Pharma (Pty) Ltd	MAAA0183044	V2G28	Actizone	R42.00	1 x 1	14	80	92.00	222000019	SA
96 Ganciclovir 500mg injection, 1 vial		Each		33 138		Pharmaco Distribution (Pty) Ltd	MAAA0044115	VBVW1	Cymevene® 500mg/10ml	R793.50	1 x 1	14	2	90.00	180156448	VI
97 Gentamicin 20mg injection, 2ml		Each		300 100		Pharma-Q (Pty) Ltd	MAAA0016762	V1NK1	Pharma-Q Gentamicin Injection 20mg/2ml	R4.90	1 x 10	14	400	96.00	189710974	AM
98 Gentamicin 80mg injection, 2ml		Each		1 847 971		Pharma-Q (Pty) Ltd	MAAA0016762	V1NK1	Pharma-Q Gentamicin Injection 80mg/2ml	R7.00	1 x 10	14	280	96.00	180056669	AM
99 Imipenem and cilastatin, 500/500mg injection, 1 vial		Each		490 962		Adcock Ingram Critical Care (Pty) Ltd	MAAA0010153	V4222	Imipenem and Cilastatin injection 500 mg/20 ml	R63.49	1 x 1	14	100	97.84	222000943	VI
101 Ketoconazole 200mg tablet, 30 tablets		Pack of 30 tablets		8 682		Pharmacare Limited	MAAA0008452	V2205	Ketazol Tabs 200mg Tabs 30's	R227.27	1 x 30 tablets	14	10	95.00	189710228	СО
102 Linezolid 100mg/5ml suspension, 150ml		Each		7 314		Pfizer Laboratories (Pty) Ltd	MAAA0019202	V2189	Zyvoxid 20mg/ml	R2 051.94	1 x 1	14	1	92.00	181756711	BT
103 Linezolid 600mg injection, 300ml		Each		38 676		Fresenius Kabi SA (Pty) Ltd	MAAA0007374	VAJL3	LINEZOLID FRESENIUS 600 mg/300 ml	R181.78	1 x 1	14	10	96.00	181749810	СО
104 Linezolid 600mg tablet, 10 tablets		Pack of 10 tablets		244 154		Hetero Drugs SA (Pty) Ltd	MAAA0323938	VB2N1	Lidohet	R81.65	1 x 10 tablets	14	52	93.28	181756696	СО
105 Liposomal amphotericin B for injection containing 50 mg amphotericin B, 1 vial		Each		5 860		Key Oncologics (Pty) Ltd	MAAA0009144	VAYM6	AmBisome 50 mg	R690.00	1 x 10	2	1 pack (10 vials)	90.00	180188046	VI
106 Mebendazole 100mg tablet, 6 tablets		Pack of 6 tablets		3 157 170		Ranbaxy Pharmaceuticals (Pty) Ltd	MAAA0000384	V4728	WORMSTOP 100	R3.97	1 x 6 tablets	14	352	95.00	180339466	PG
107 Mebendazole 100mg/5ml, suspension, 30ml		Each		1 395 074		Ranbaxy Pharmaceuticals (Pty) Ltd	MAAA0000384	V4728	WORMSTOP SUSPENSION	R12.08	1 x 1	14	80	95.00	189708035	BT
108 Mebendazole 500mg chewable tablet, 1 tablet		Pack of 1 tablet		8 620 680		Ranbaxy Pharmaceuticals (Pty) Ltd	MAAA0000384	V4728	WORMSTOP 500	R3.91	1 x 1 tablet	14	352	95.00	180146448	СО
109 Meropenem 1g injection, 1 vial		Each		614 324		Adcock Ingram Critical Care (Pty) Ltd	MAAA0010153	V4222	Adco Meropenem 1000mg IV Powder for solution for IV injection	R57.74	1 x 1	14	100	99.00	222000944	VI
110 Meropenem 500mg injection, 1 vial		Each		373 360		Adcock Ingram Critical Care (Pty) Ltd	MAAA0010153	V4222	Adco Meropenem 500mg IV Powder for solution for IV injection	R34.35	1 x 1	14	100	99.00	222000945	VI
111 Metronidazole 200mg tablet, 21 tablets 2		Pack of 21 tablets	1 816 980	1 271 886	70%	Dezzo Trading 392 (Pty) Ltd t/a Shanur Healthcare (Pty) Ltd	MAAA0006141	V05Y6	Anaerobyl 200	R3.76	1 x 1 pouch of 21 tablets	14	600	100.00	189750013	PG
				545 094	30%	Innovata Pharmaceuticals (Pty) Ltd	MAAA0003385	VBBL4	Nidasall 200	R4.05	1 x 21 tablets	14	300	93.06		
112 Metronidazole 200mg tablet, 250 tablets		Pack of 250 tablets		34 700		Innovata Pharmaceuticals (Pty) Ltd	MAAA0003385	VBBL4	Nidasall 200	R37.66	1 x 250 tablets	14	45	100.00	189710264	СО
113 Metronidazole 200mg/5ml suspension, 100ml		Each		1 088 500		Sanofi-Aventis SA (Pty) Ltd	MAAA0009069	V2160	Flagyl 200mg/5ml sus 100ml	R27.60	1 x 1	14	30	92.00	189706001	BT
114 Metronidazole 400mg tablet, 100 tablets		Pack of 100 tablets		214 000		Innovata Pharmaceuticals (Pty) Ltd	MAAA0003385	VBBL4	NIDASALL 400	R29.40	1 x 100 tablets	14	74	100.00	189711051	СО
115 Metronidazole 400mg tablet, 14 tablets 2		Pack of 14 tablets	3 390 030	2 373 021	70%	Dezzo Trading 392 (Pty) Ltd t/a Shanur Healthcare (Pty) Ltd	MAAA0006141	V05Y6	Anaerobyl 400	R3.87	1 x 1 pouch of 14 tablets	14	300	100.00	181798177	PG
				1 017 009	30%	Unimed Healthcare (Pty) Ltd	MAAA0444639	V92D6	Metronidazole 400 Unimed	R4.19	1 x 14 tablets	14	300	92.56		
116 Metronidazole 400mg tablet, 21 tablets		Pack of 21 tablets		930 440		Innovata Pharmaceuticals (Pty) Ltd	MAAA0003385	VBBL4	NIDASALL 400	R6.04	1 x 21 tablets	14	300	100.00	181798178	PG

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117 Metronidazole 400mg tabl	et, 5 tablets	2		Pack of 5 tablets	5 653 210	3 391 926	60%	Dezzo Trading 392 (Pty) Ltd t/a Shanur Healthcare (Pty) Ltd	MAAA0006141	V05Y6	Anaerobyl 400	R1.99	1 x 1 pouch of 5 tablets	14	100	100.00	180282750	PG
						2 261 284	40%	Unimed Healthcare (Pty) Ltd	MAAA0444639	V92D6	Metronidazole 400 Unimed	R2.10	1 x 5 tablets	14	600	95.03		
118 Metronidazole 500mg inje	ction, 1 vial			Each	5 432 194	4 888 975	90%	Biotech Laboratories (Pty) Ltd	MAAA0029826	VUV35	BIO METRONIDAZOLE IV 500 mg 100 ml	R6.11	1 x 1	14	10	95.00	189707172	BT
						543 219	10%	Adcock Ingram Critical Care (Pty) Ltd	MAAA0010153	V4222	Adco Metronidazole 500mg/100ml infusion	R11.73	1 x 1	14	200	16.22		
119 Micafungin 100 mg injection	n, 1 vial	4	Class 1	Each		28 360		Astellas Pharma (Pty) Ltd	MAAA0088050	V0L15	Mycamine 100	R599.00	1 x 1	14	1	93.00	222000936	VI
120 Micafungin 50 mg injection	, 1 vial	4		Each		17 338		Astellas Pharma (Pty) Ltd	MAAA0088050	V0L15	Mycamine 50	R461.00	1 x 1	14	1	93.00	222000937	VI
122 Miconazole 2% oral gel, 36	)g			Each		326 328		Barrs Pharmaceuticals Industries (Pty) Ltd	MAAA0024330	V4890	Vari-Miconazole 2% m/m Oral Gel	R35.67	1 x 1	14	150	100.00	189708022	TU
123 Moxifloxacillin 400mg inject	tion, 250ml vial			Each		4 796		Fresenius Kabi SA (Pty) Ltd	MAAA0007374	VAJL3	MOXIFLOXACIN 400MG/250ML FRESENIUS	R115.35	1 x 10	14	10	96.00	181767779	СО
128 Neomycin and Polymyxin I Dexamethasone, 3.5mg, 6 drops, 5ml	3 sulfates and 000U and 1mg per ml eye			Each		292 035		Novartis SA (Pty) Ltd	MAAA0006317	VBVW2	Maxitrol Eye Drops	R12.59	1 x 1	14	1	92.00	189708057	ВТ
Neomycin and Polymyxin I Dexamethasone, 3.5mg, 6 eye ointment, 3.5g	3 sulfates and 000U and1mg per gram			Each		114 072		Novartis SA (Pty) Ltd	MAAA0006317	VBVW2	Maxitrol Eye Ointment	R19.76	1 x 1	14	1	92.00	189755066	TU
130 Nitrofurantoin 100mg caps	ule, 50 capsules			Pack of 50 capsules		139 150		Pharmacare Limited	MAAA0008452	V2205	Macrodantin 100mg Caps 50's	R224.04	1 x 50 capsules	14	10	95.00	189714357	СО
132 Nystatin 100 000 units/ml calibrated dropper	oral suspension, 20ml +			Pack of 20ml and calibrated dropper		1 313 122		Ranbaxy Pharmaceuticals (Pty) Ltd	MAAA0000384	V4728	CANDACIDE ORAL SUSPENSION	R17.54	1 x 20ml + calibrated dropper	14	72	95.00	189712135	BT
135 Phenoxymethylpenicillin 12 100ml	5mg/5ml suspension,			Each		594 956		Ranbaxy Pharmaceuticals (Pty) Ltd	MAAA0000384	V4728	Betapen 125 mg Granules	R10.35	1 x 1	14	100 x 100 ml	95.00	189703675	BT
136 Phenoxymethylpenicillin 25	0mg tablet, 100 tablets			Pack of 100 tablets		3 260		Austell Pharmaceuticals (Pty) Ltd	MAAA0034946	V1A10	Pen VK 250 Austell 100	R95.33	1 x 100 tablets	14	200	100.00	180237100	PG
137 Phenoxymethylpenicillin 25	0mg tablet, 40 tablets			Pack of 40 tablets		1 748 235		Ranbaxy Pharmaceuticals (Pty) Ltd	MAAA0000384	V4728	Betapen Tablets	R19.55	1 x 40 tablets	14	250	95.00	180292357	PG
138 Phenoxymethylpenicillin 25 100ml	0mg/5ml suspension,	2		Each		1 069 220		Dezzo Trading 392 (Pty) Ltd t/a Shanur Healthcare (Pty) Ltd	MAAA0006141	V05Y6	Athlone Phenoxymethylpencicillin 250/5ml	R13.30	1 x 1	14	100	100.00	189706020	BT
139 Piperacillin and Tazobacta 50ml	m 4g/500mg injection,			Each		1 262 028		Acino Pharma (Pty) Ltd	MAAA0009244	VGS73	LITHA TAZOBAX	R41.86	1 x 1	14	10	98.00	180185518	VI
141 Praziquantel 600mg tablet	, 10 tablets		Class 5	Pack of 10 tablets		23 730		Bayer (Pty) Ltd	MAAA0009623	V6390	Biltricide Tablets	R441.28	1 x 10 tablets	14	1 x 10	90.00	189710324	со
143 Silver Sulfadiazine 1% cre	am, 250g			Each		29 220		Biotech Laboratories (Pty) Ltd	MAAA0029826	VUV35	SILBECOR 1% Cream 250 g	R73.66	1 x 1	14	1	95.00	189711323	JR
144 Silver Sulfadiazine 1% cre	am, 500g			Each		105 748		Biotech Laboratories (Pty) Ltd	MAAA0029826	VUV35	SILBECOR 1% Cream 500 g	R136.45	1 x 1	14	1	95.00	189705115	JR
145 Silver Sulfadiazine 1% cre				Each		257 758		Biotech Laboratories (Pty) Ltd	MAAA0029826	VUV35	SILBECOR 1% Cream 50 g	R17.93	1 x 1	14	1	95.00	189705116	TU
146 Sulfamethoxazole and Trir 5ml suspension, 100ml	nethoprim 200/40mg per			Each	6 229 860	5 606 874	90%	Unimed Healthcare (Pty) Ltd	MAAA0444639	V92D6	Novatrim Suspension	R7.69	1 x 1	14	300	100.00	189703514	BT
						622 986	10%	Gulf Drug Company (Pty) Ltd	MAAA0009791	VTS03	DOCTRIM SUSPENSION	R8.71	1 x 1	14	150	79.06		
147 Sulfamethoxazole and Trir injection, 5ml	nethoprim 400/80mg			Each		442 910		Pharma-Q (Pty) Ltd	MAAA0016762	V1NK1	Pharma-Q Co-Trimoxazole Injection 5ml	R7.00	1 x 10	14	280	96.00	189710893	AM
148 Sulfamethoxazole and Trir tablet, 28 tablets	nethoprim 400/80mg			Pack of 28 tablets		1 270 996		Arya Pharma (Pty) Ltd	MAAA0717051	VF6A8	TROXAZOLE TABLET	R7.02	1 x 28 tablets	14	200	100.00	181860989	СО
149 Sulfamethoxazole and Trir tablet, 100 tablets	nethoprim 400/80mg			Pack of 100 tablets		80 300		Innovata Pharmaceuticals (Pty) Ltd	MAAA0003385	VBBL4	DUROBAC	R28.23	1 x 100 tablets	14	74	100.00	189710380	СО
150 Sulfamethoxazole and Trir tablet, 56 tablets	nethoprim 400/80mg		Class 8	Pack of 56 tablets	9 991 390	3 370 664	33.74%	Innovata Pharmaceuticals (Pty) Ltd	MAAA0003385	VBBL4	DUROBAC	R13.08	1 x 56 tablets	14	300	100.00	181798147	PG
						3 333 556	33.36%	Arya Pharma (Pty) Ltd	MAAA0717051	VF6A8	TROXAZOLE TABLET	R13.24	1 x 56 tablets	14	200	98.90		
						3 287 170	32.90%	Unimed Healthcare (Pty) Ltd	MAAA0444639	V92D6	Novatrim	R13.44	1 x 56 tablets	14	300	97.52		

Item No	Item Specification	Addendum	Therapeutic Class Number		Estimate	Quantity Awarded	Split	Supplier Name	Central Supplier Database Number	Supplier Code V-Number	Registered Product Name	Delivered Price in ZAR (As per specification)	Pack Size Offered: Unit Pack	Lead-Time (≤ 14 calendar days)	MOQ	Total Score	NSN	UOM
152	Tobramycin 3mg/g eye ointment, 3.5g			Each		15 200		Novartis SA (Pty) Ltd	MAAA0006317	VBVW2	Tobrex Eye Ointment	R22.53	1 x 1	14	1	92.00	189708681	TU
153	Tobramycin 3mg/ml eye drops, 5ml			Each		24 580		Novartis SA (Pty) Ltd	MAAA0006317	VBVW2	Tobrex Eye Drops	R14.38	1 x 1	14	1	92.00	189708042	BT
155	Valganciclovir 450mg tablet, 60 tablets			Pack of 60 tablets		4 018		Hetero Drugs SA (Pty) Ltd	MAAA0323938	VB2N1	Valhet 450mg 60's	R4 554.00	1 x 60 tablets	14	1	94.00	181804520	со
157	Vancomycin 1g injection, 1 vial			Each		165 776		Viatris Healthcare (Pty) Ltd	MAAA0081441	V3PS6	MYLAN VANCOMYCIN 1 G	R58.44	1 x 10	14	24	99.00	180002810	VI
158	Vancomycin 500mg injection, 1 vial			Each		246 410		Viatris Healthcare (Pty) Ltd	MAAA0081441	V3PS6	MYLAN VANCOMYCIN 500 MG	R42.00	1 x 10	14	28	99.00	189708886	VI

LEGEND UNIT OF MEASUE (UOM)				
AM	Ampoule			
ВТ	Bottle			
вх	Box			
co	Container			
EA	Each			
JR	Jar			
PG	Packaging Group (Patient Ready Pack)			
SA	Sachet			
TU	Tube			
VI	Vial			



#### SPECIAL REQUIREMENTS AND CONDITIONS OF CONTRACT

#### HP02-2023AI

SUPPLY AND DELIVERY OF ANTI-INFECTIVE MEDICINES (ANTIBIOTICS, ANTIFUNGAL, ANTIPROTOZOAL AND ANTIVIRAL AGENTS) TO THE DEPARTMENT OF HEALTH FOR THE PERIOD 01 OCTOBER 2023 TO 30 SEPTEMBER 2025

**BID VALIDITY PERIOD: 180 DAYS** 

**BID ADVERT DATE: 16 SEPTEMBER 2022** 

CLOSING DATE AND TIME OF BID: 14 NOVEMBER 2022 AT 11H00

NON COMPULSORY ONLINE BRIEFING SESSION: MS TEAMS WEBINAR: 30 SEPTEMBER 2022 @ 10H00



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#### **ABBREVIATIONS**

API : Active Pharmaceutical Ingredient

BAC : Bid Adjudication Committee

B-BBEE : Broad-Based Black Economic Empowerment

CPA : Contract Price Adjustment

CSD : Central Supplier Database

EAN : European Article Numbering

EME : Exempted Micro Enterprise

GMP : Good Manufacturing Practice

MCC : Medicines Control Council

MHPL : Master Health Products List

NDoH : National Department of Health

PPPFA : Preferential Procurement Policy Framework Act

QSE : Qualifying Small Enterprise

RoE : Rate of Exchange

SAHPRA : South African Health Products Regulatory Authority

SARS : South African Revenue Service

SBD : Standard Bidding Document

VAT : Value- Added Tax



#### **BID DOCUMENT CHECK LIST**

All bid documents listed below must be sorted, filed and submitted in the **exact** compilation sequence as indicated below and the annexure attached.

Submission of bid documents is compulsory, unless it's not applicable and indicated as such in the "N/A" column.

#### All bid documents must be signed.

Bidders not complying to any of the requirements may deemed to be non-responsive and will not be considered for evaluation

Compilation Sequence	Admin Code	Document Name	N/A	Yes	No	Remark
1	CL	Covering Letter Note: Status relating to TAX, B-BBEE, License to Manufacture, Certificates etc.				
2	BFI	Bid/File Index.				
3	BSRA	Bid Signature. Resolution/Authority to sign bid.				
4	SBD1	SBD 1: Invitation to bid.				
5	PBD4.1	PBD 4.1: Contact Details of Bidder.				
6	CSD	CSD Registration report - A certified copy of latest and complete (full) report. Note: CSD summary report is not accepted.				
7	TCP	Tax Clearance Pin Issued by SARS.				
8	CIPC	CIPC/CIPRO or proof of ownership/shareholding. Certified copies of registration certificates				
9	NC	Proof of company ceding mergers, acquisition and name changes				
10	PBD9	PBD9: Directors: Categorisation of Directors profile (Excel spreadsheet)				
11	ID	Certified copies of Directors Identification				
12	SBD4	SBD 4: Declaration of interest				
13	PBD8	PBD 8: Special Requirements and Conditions of Contact. Declaration of compliance.				
14	BBBEE	Original B-BBEE certificate or <b>certified copy</b> .				
15	SBD6	SBD 6(1) Indicate Preference Points and Level Claimed in table and space provided.				
16	EME	Sworn Affidavit - Exempted Micro Enterprise (EME), use EME template provided.				
17	QSE	Sworn Affidavit - Qualified Small Enterprise (QSE) see QSE template provided.				
18	HTC	Guide on how to complete EME or QSE sworn affidavit.				



Compilation Sequence	Admin Code	Document Name	N/A	Yes	No	Remark
19	PBD5	PBD5: Good Manufacturing Practice (GMP). Declaration of compliance.				
20	SBD5	SBD5: The National Industrial Participation Programme.				
21	LICMI	Licence to manufacture or import (in the name of the bidder), including all annexures.  Certified copies required.				
22	LICM	Licence to manufacture or import, including all annexures for local manufacturing sites as listed on the MRC of the bidder (applicant).  Certified copies required.				
23	MRC	Medicine Registration Certificates (MRC) with all the associated conditions of registration - <b>Certified copies.</b> Note: All MRC's must be marked by the bidder with the relevant item number and be sorted and filed in numerical order.				
24	PBD1	PBD1: Authorisation Declaration Note: Non-compliance to submission of a valid authorisation declaration, where applicable, may invalidate the bid.				
25	PBD1.1	PBD 1.1: List of products offered sourced from third party.				
26	PBD1.2	PBD 1.2: Unconditional written undertaking from the third party.				
27	PI	Original Package Insert (PI) or document detailing professional information approved by the Medicines Control Council (MCC) or the South African Health Products Regulatory Authority (SAHPRA) for each product offered. Note: All PI's must be marked with the relevant item number and be sorted and filed/submitted in numerical order.				
28	PS	Proof of sample submission.				
29	BL	Bidder's item list (list of products offered).				
30	PRICE	Signed Excel Bid Response i.e. Pricing Schedule.  Note: If the Excel Bid response Pricing Schedule is not signed in the space provided, the bid will not be considered for evaluation.				



Compilation Sequence	Admin Code	Document Name	N/A	Yes	No	Remark				
31	USB	Set 2 & 3 - Universal Serial Bus (USB) Flash Drive / Storage Device with digital copy of the completed bid.  Note: Each compilation sequence (document) must be saved as a separate file, with index admin code abbreviations used in each file name.								
All bid documents listed above must be sorted, filed and submitted in the exact order as indicated above										
Submission of	supporting bid	d documents is compulsory, unless it's not appli	cable and ind	icated as suc	Submission of supporting bid documents is compulsory, unless it's not applicable and indicated as such in the "N/A" column					

The bid document check list is available as Annexure A in an excel spreadsheet format and should be completed by all bidders and be submitted in hard copy and as part of the electronic copies of "Set 3: Electronic version of bid documents"



#### **SECTION A**

#### 1. LEGISLATIVE AND REGULATORY FRAMEWORK

This bid and all contracts emanating there from will be subject to the Medicines and Related Substances Act, (Act 101 of 1965), Pharmacy Act, (Act 53 of 1974); Patents Act, 1978 (Act 57 of 1978); Trade Marks Act, 1993 (Act 194 of 1993); General Conditions of Contract issued in accordance with Treasury Regulation 16A published in terms of the Public Finance Management Act, 1999 (Act 1 of 1999). The Special Requirements Conditions of Contract (SRCC) are supplementary to General Conditions of Contract (GCC). Where, however, the Special Conditions of Contract are in conflict with the General Conditions of Contract, the Special Conditions of Contract prevail.

#### 2. BID INFORMATION SESSION

As the National Department of Health complies with the regulations made under the Disaster Management Act, 2002, a non-compulsory online briefing session will be held via a MS Teams Webinar on the 30 September 2022 at 10H00.

Bidders who wish to partake are required to register on MS Teams Webinar not later than Thursday, close of business, 29 September 2022, by using the following link.

https://teams.microsoft.com/registration/HDcXpRbzTEisXJi3YSd5Cg,MryvJDTBz0efpyHvdWH33w,qVSe2hq9VUGrinEPKtPpCw,WEJZfes9VkODDoYlzR7 7g,B2R2GJcOCE-vDf-kDYZdhA,VSI6Ept730KcCrhPIIx-rQ?mode=read&tenantId=a517371c-f316-484c-ac5c-98b76127790a

Upon successful registration you will receive a confirmation email that your seat has been booked.

It is strongly **recommended** that all prospective bidders submit all enquiries, including possible challenges being experienced with the registration process to <u>tenders@health.gov.za</u>. Prospective bidders must submit all enquiries on time to allow the response to reach the bidders before the tender closes.

#### 3. EVALUATION CRITERIA

The evaluation process will be conducted in phases as follows:

Phase I	Phase II	Phase III	Phase IV
Mandatory Administrative bid requirements	Product technical and legal mandatory compliance	Price and B-BBEE	Recommendation and Award
Bidders will be assessed for compliance with the mandatory administrative requirements	Bidders will be evaluated for compliance to the technical mandatory requirements and the	Bids will be evaluated in terms of the 90/10	Recommendation and award



Phase I	Phase II	Phase III	Phase IV
	product will be evaluated for compliance to the specification.	preference system	

#### 3.1 PHASE I: MANDATORY ADMINISTRATIVE BID REQUIREMENTS

Bidders must submit all required documents indicated above with the bid documents at the closing date and time of the bid. All mandatory documents as listed in Annexure A must be signed in **black wet ink**. During this evaluation phase, bidder's responses will be evaluated based on the documents submitted under mandatory requirements. This phase is not scored, that is, no points are allocated. However, bidders that fails to comply with the submission of all **black wet ink signed** mandatory documents required may be disqualified.

All copies of original documents, as requested in this bid, must be certified, and dated by a Commissioner of Oath. (No copies of certified copies will be accepted).

#### 3.2 RESPONSIVE BIDS

Bidders are required to submit responsive bids by completing all the fields, including prices in the Excel Bid Response document (All prices must be submitted with 2 (two) decimals. In this regard, bidder's attention is drawn to the document "Definition of fields in the Bid Response Document" explaining the different fields in the bid document.

#### 3.3 BID DOCUMENTS

Bidders are required to submit responsive bids by completing all the prices, mandatory response fields, the excel bid response documents i.e. pricing schedule and Categorization of Directors Profile.



#### PBD9: Categorization of Directors Profile:

The form "Categorization of Directors Profile" attached as PBD9 in excel format, forms an integral part of the bid document. Bidders must ensure that it is completed without changing the structure thereof. All columns must be completed in full, and all pages signed. Attach certified copies of Directors identification.

#### **Excel Bid Response i.e., Pricing schedule:**

The prices guoted must be furnished as all inclusive (incl. VAT) on the basis of supply and delivery.

The bid price offered for a product is deemed to be for the pack size as advertised in the item specification and the unit specified.

Prices submitted must not exceed the ex-manufacturer component of the Single Exit Price inclusive of VAT.

#### 3.4 TAX COMPLIANCE STATUS

The Central Supplier Database and the tax compliance status PIN are the approved methods of verifying the tax compliance status of a bidder. The South African Revenue Service does not issue Tax Clearance Certificates anymore but has introduced an online provision via eFiling, for bidders to print their own Tax Clearance Certificates which they can submit with their bids or price quotations.

It is a condition of this bid that the tax matters of the bidder be in order at any point in time, or that satisfactory arrangements have been made with SARS to meet the bidder's tax obligations.

It is a requirement that bidders grant a written confirmation when submitting this bid that SARS may, on an ongoing basis during the tenure of the contract, disclose the bidder's tax compliance status and, by submitting this bid, such confirmation is deemed to have been granted.

Bidders are required to be registered on the **Government's Central Supplier Database** and to include in their bid **their Master Registration Number (Supplier Number)**.

Foreign suppliers with neither South African tax obligations nor history of doing business in South Africa must complete the questionnaire on the SBD1. Where a recommendation for award of a bid has been made to a foreign bidder, the NDOH will submit the bidder's completed SBD1 to the South African Revenue Service to email address: GovernmentInstitute@sars.gov.za. The South African Revenue Service will issue



a confirmation of tax obligations letter to the NDOH, confirming whether or not the foreign entity has tax obligations in South Africa

Should the recommended bidder fail to provide written proof of their tax compliance status, the NDOH will reject the bid submitted by the bidder.

The National Department of Health shall verify the bidder's tax compliance status through the CSD. Where consortia/joint ventures/sub-contractors are involved, each party must be registered on the Central Supplier Database and their tax compliance status will be verified through the Central Supplier Database. Bidders remain responsible to update their CSD information in line with the bid documents submitted for this bid.

#### 4. PHASE II: PRODUCT TECHNICAL AND LEGAL MANDATORY COMPLIANCE

#### 4.1 LEGISLATIVE REQUIREMENTS TO THIS BID

The bidder offering a product must:

- Be the holder of a license to manufacture or import medicines issued in terms of section 22C (1)(b) of the Medicines and Related Substances Act, 1965 (Act 101 of 1965) including all annexures;
- Submit certified copy of the original license, including all annexures must be submitted.

Items offered must be registered in terms of section 15 of the Medicines and Related Substances Act, 1965 (Act 101 of 1965), and must comply with the conditions of registration for the duration of the contract.

**A certified copy** of the original Medicine Registration Certificate, issued in terms of section 15(3) (a) of the Medicines and Related Substances Act, 1965 (Act 101 of 1965), must be included with the bid for all items offered.

The bidder must be indicated as the applicant on the Medicines Registration Certificate.

Additionally, the bidder offering a product must submit a <u>certified copy</u> of the original license to manufacture medicines, including all annexures for all <u>local manufacturing sites listed on the MRC of the product.</u>

In case of a joint venture, one of the companies in the JV must be indicated as the applicant on MRC. Both companies in the joint venture must be the holder of the license to manufacture or import medicines.



Where an item offered is not eligible for registration in terms of section 15(3) (a) of the Medicines and Related Substances Act, 1965 (Act 101 of 1965), a package insert of the item must be supplied.

#### 4.2 AUTHORISATION DECLARATION

Only the holder of a Medicines Registration Certificate issued in terms of the Medicines and Related Substances Act, 1965 (Act 101 of 1965), may submit a bid.

In the event that the Manufacturer, or other entity, as listed on the certificate of registration are external third parties, the bidder must ensure that all legal, financial and supply arrangements have been mutually agreed upon between the bidder and these third parties.

Where a third party is involved in any capacity, the bidder must submit a duly completed and signed Authorisation Declaration (PBD1) for each such third party.

The National Department of Health reserves the right to verify any information supplied by the bidder in the Authorisation Declaration and, should the information be found to be false or incorrect, the National Department of Health will exercise any of the remedies available to it in the bid documents.

Failure to submit a duly completed and signed Authorisation Declaration, with the required annexure(s), in accordance with the above provisions, may invalidate the bid for such goods or services offered.

No agreement between the bidder and any third party will be binding on the National Department of Health.

#### 4.3 SAMPLES TO BE SUBMITTED TO HEALTH ESTABLISHMENTS

All bidders are required to submit samples, including bidders who are currently supplying the National Department of Health with products to confirm the following:

- Compliance with specifications as set out in the bid document/item specification.
- Compliance of the product with the requirements of the Medicines and Related Substances Act, 1965 (Act 101 of 1965).

Failure to submit samples at both health establishments listed below will invalidate the bid for such items offered.

Samples are required to be submitted to each (both) of the addresses indicated below prior to closing date and time of bid:



Gauteng Medical Depot	Western Cape Medical Depot		
Ms Pretty Nyokong	Mr Nisaar Mia		
Contract Manager	Pharmaceutical Policy Specialist		
Tel: 011 628 9131	Tel: 021 483 5800		
Gauteng: Medical Supplies Depot	Western Cape: Department of Health		
Store 3	4th Floor, Cape Medical Depot		
35 Plunkett Avenue	16 Chiappini Street		
Hurst Hill	Cape Town		
2092	8001		

- No samples must be sent to the National Department of Health.
- Samples must be marked with the bid number, the item number as well as the bidder's name and address.
- Bidders must submit at least one original pack of each offer for evaluation.
- It is the responsibility of the bidder to ensure that samples have been received at the addresses provided above.
- All samples for awarded items will be retained for the period of the contract.
- All samples must be a true representation of the product which will be supplied.
- A mock sample (for example, an empty blister /pack and artwork) may be submitted for Schedule 6 and 7 items (if applicable)
- A mock sample may or may not be accepted for any other item excluding Schedule 6 and 7 at the discretion of the National Department of Health.
- Mock sample means a sample comprising of the artwork or label of the actual product registered with SAHPRA, but
  not available on the market yet. The mock sample must be a true reflection of what the bidder will supply should a
  contract be awarded and must include the product (tablet, capsule, liquid, etc.) which may not be in original container.
  All samples submitted must include the package insert or document detailing professional information approved by
  the MCC or SAHPRA.
- Proof of sample submission, including a signed copy of the item list as received by the sample evaluation site, must be submitted with the bid documents at the closing date and time of the bid.
- Both Health establishments will evaluate the samples and agree on compliance to the specification.

#### 4.4 COMPLIANCE WITH SPECIFICATIONS

- Items must comply with the specification as detailed in the bid document.
- The Department reserves the right to award a product with a Specification Deviation.



#### 5. PHASE III: PREFERENCE POINT SYSTEM

#### 5.1 A MAXIMUM OF 90 POINTS IS ALLOCATED FOR PRICE ON THE FOLLOWING BASIS:

In terms of regulation 6 of the Preferential Procurement Regulations pertaining to the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000), responsive bids will be adjudicated by the NDoH on the 90/10-preference point system in terms of which points are awarded to bidders on the basis of:

- The bid price (maximum 90 points)
- B-BBEE status level of contributor (maximum 10 points)
- The following formula will be used to calculate the points for price:

90/10

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

Where:

Ps = Points scored for comparative price of bid under consideration

Pt = Comparative price of bid under consideration

Pmin = Comparative price of lowest acceptable bid

#### 5.2 POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION

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

B-BBEE Status Level of Contributor	Number of points (90/10 system)
1	10
2	9
3	6
4	5
5	4
6	3
7	2



B-BBEE Status Level of Contributor	Number of points (90/10 system)			
8	1			
Non-compliant contributor	0			

- Bidders are required to complete the preference claim form (SBD 6.1) and indicate in the space provided the B-BBEE
   Status level and the preference points claimed.
- The original certified copy of the B-BBEE status level certificate must be issued by a SANAS accredited agency.
- Submit a certified copy of the original valid B-BBEE status level certificate issued by a SANAS accredited agency.
- Preference points claimed must correspond with the original certified copy of the valid B-BBEE certificate submitted.
- The points scored by a bidder in respect of the level of B-BBEE contribution will be added to the points scored for price.
- Exempted Micro Enterprises (EME's) and Qualifying Small Enterprises (QSE's) must submit a Sworn Affidavit as prescribed by the B-BBEE Commissioner, Practice Guide 01 of 2019.
- Sworn Affidavits submitted by EME's and QSE will strictly be evaluated according the guidelines as prescribed by the B-BBEE Commission.
- If the bidder fails to comply with the paragraphs above, the bidder will be deemed not to have claimed preference points
  for B-BBEE status level of contribution and will therefore be allocated a zero (0). The National Department of Health
  may, before a bid is adjudicated or at any time, require a bidder to substantiate claims it has made with regard to
  preference claimed.
- A contract may, on reasonable and justifiable grounds, be awarded to a bid that did not score the highest number of points.

#### 6. PREFERENCE FOR LOCALLY PRODUCED PRODUCTS

The National Department of Health reserves the right to consider locally produced products offered. Bidders are required to indicate on the Excel Bid Response Document where the products are manufactured.

In order to provide preference to locally produced products, the definition of a locally produced product will be limited to product formulation and conversion processes that use materials and components to manufacture medicines (including importation of raw material of active pharmaceutical ingredients (API) and of excipients for production of finished products) in the Republic of South Africa.



Where the National Department of Health gives preference to locally produced products, the quantities for these items will be allocated and awarded proportionately to locally produced products, provided this does not **negatively impact upon** security of supply and affordability.

Bids for products that qualify for this preference must comply with all of the following criteria:

- The MRC issued by the MCC or the SAHPRA lists the site of production as one that is located in the Republic of South Africa;
- Where a reference price has been published by National Department of Health, it should not be exceeded;
- Capacity to service the required volumes as evaluated in terms of the data provided in the Excel Bid Response
   Document must be demonstrated;
- Previous supplier performance is satisfactory;
- Compliance to all other aspects contained in these Special Conditions of Contract

The bidder offering a product to be manufactured locally must submit a <u>certified copy</u> of the original license to manufacture medicines, including all annexures for <u>local manufacturing sites listed on the MRC</u> of the product.

#### 7. VALUE ADDED TAX

All bid prices must be inclusive of 15% Value-Added Tax. Failure to comply with this condition will invalidate the bid.

#### 8. SUBMISSION OF BIDS

All bid documents listed below must be sorted, filed and submitted in the **exact** compilation sequence as indicated in **Annexure A** attached.

Submission of bid documents are compulsory, unless it's not applicable and indicated as such in the "N/A" column in the Bid Document Check List.

All bid documents must be signed in black wet ink in the spaces provided within the document.

All bid documents must be initialed at the bottom of each page in black wet ink in the space provided "Bidder's Signature...".

Where certified copies of original documents, are submitted, bidders must ensure that the certification is original and dated by the Commission of Oath.



Where applicable, all bid documents must be witnessed in black wet ink. The National Department of Health will not accept updated mandatory bid documents after bid closure, unless called for by the Department.

Bidders not complying to any of the requirements may deemed to be non-responsive and will not be considered for evaluation.

- Covering Letter Bid/File Index
- Bid Signature. Resolution/Authority to sign bid. SBD 1: Invitation to bid
- PBD 4.1: Contact Details of Bidder.
- CSD Registration report A certified copy of latest and complete (full) report. Tax Clearance Pin Issued by SARS.
- CIPC/CIPRO or proof of ownership/shareholding. Certified copies of registration certificates Proof of company ceding mergers, acquisition and name changes
- PBD9: Directors: Categorization of Directors profile (Excel spreadsheet) Certified copies of Directors identification
- SBD 4: Declaration of interest
- PBD 8: Special Requirements and Conditions of Contact. Declaration of compliance.
- Original B-BBEE certificate or certified copy.
- SBD 6(1) Indicate Preference Points and Level Claimed in table and space provided.
- Sworn Affidavit Exempted Micro Enterprise (EME), use EME template provided.
- Sworn Affidavit Qualified Small Enterprise (QSE) see QSE template provided.
- Guide on how to complete EME or QSE sworn affidavit.
- PBD5: Good Manufacturing Practice (GMP). Declaration of compliance. SBD 8: Declaration of Past SCM Practices.
- SBD5: The National Industrial Participation Programme.
- License to manufacture or import (in the name of the bidder), including all annexures. Certified copies required.
- License to manufacture or import, including all annexures for local manufacturing sites as listed on the MRC of the bidder (applicant). Certified copies required.
- Medicine Registration Certificates (MRC) with all the associated conditions of registration Certified copies required.
- PBD1: Authorization Declaration
- PBD 1.1: List of products offered sourced from third party.
- PBD 1.2: Unconditional written undertaking from the third party.
- Original Package Insert (PI) or document detailing professional information approved by the Medicines Control
   Council (MCC) or the South African Health Products Regulatory Authority (SAHPRA) for each product offered
- Proof of sample submission



- Bidder's item list (list of products offered). **Signed** Excel Bid Response i.e.: Pricing Schedule.
- Set 2 & 3 Universal Serial Bus (USB) Flash Drive / Storage Device with digital copy of the completed bid.

#### 9. COMPLETION OF DOCUMENTS AND BID SUBMISSION

Bidders are required to submit three sets of bid documents according to the instructions below. All three sets must be submitted not later than the closing date and time in a sealed package. A scanned PDF of the Hard Copy of Set 1, (signed legal documents, including all certificates and documents requested) must be named **Set 2** and saved together with **Set 3** on a Universal Serial Bus (USB) Flash Drive / Storage Device. **Set 3** comprising of all fully electronically completed excel spreadsheets. The full name and address of the bidder, including the return address, the bid number and the closing date must be clearly indicated on the package. All fields must be completed. Where information requested is not relevant this should be indicated with N/A.

#### Set 1: Hard copy legally binding bid documents

Bidders must complete all SBD, PBD and Bid Response forms in black wet ink, typed.. Where no electronic entry field is provided bidders must complete the forms in black wet ink, handwritten. All bid documents must be signed in wet ink in the spaces provided within the document. All bid documents must be initialed at the bottom of each page in wet ink in the space provided i.e. "Bidder's signature...".

Where certified copies of original documents are submitted, bidders must ensure that the certification is original and dated by the Commission of Oath. Where applicable, all bid documents must be witnessed in wet ink

The signed hard copy of the bid document will serve as the legal bid document.

Bidders must submit their complete bid in hard copy format (paper document). The Chief Executive Officer, Chief Financial Officer, or authorised designee of the entity submitting the bid must sign the official signature pages. All pages in the complete bid document must be initialed by same with black ink. The use of correction fluid is not acceptable. Any change/s must be clearly indicated and initialed.

A non-compulsory online briefing session will be held via a MS Teams Webinar on 30 September 2022 at 10H00. Bidders who wish to partake are required to register on MS Teams Webinar not later than Thursday, close of business, 29 September 2022.



Bidders must refrain from using binding methods like coil, comb, wire velobind, screw binding etc. It is requested that bidders pre-punch two holes on the left hand side of bid documents suitable for filing in a two hole lever arch file. Bid documents should be tied in parcels using string or rope that can be easily untied for filing purposes.

Note Set 2 & 3 - Bidders must submit a Universal Serial Bus (USB) Flash Drive / Storage Device with a digital copy of the completed bid. Bidders are required to follow the exact compilation sequence as per the index and use the index admin code abbreviation used in the file name.

#### Set 2: PDF of Hard Copy, signed legal documents. (i.e. pdf of Set 1)

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

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

Bidders must submit the electronic versions, Bid Response Document and other relevant spreadsheets in Excel (not pdf).

All three sets of information must be submitted in order for the bid to be evaluated.

Ensure that the bid price is offered for the product as specified.

Bidders must ensure that the **price quoted** for a product (line item) on the Bid Response Document is for the unit pack as specified. No conversion factors will be applied

#### 10. LATE BIDS

Bids received after the closing date and time, at the address indicated in the bid documents, will not be accepted for consideration and, where practical, will be returned unopened to the bidder.

#### 11. COUNTER CONDITIONS

Bidders' attention is drawn to the fact that amendments to any of the bid conditions or setting of counter conditions by bidders may result in the invalidation of such bids.

#### 12. FRONTING

The National Department of Health supports the spirit of broad based black economic empowerment and recognises that real empowerment can only be achieved through individuals and businesses conducting themselves in accordance with the Constitution and in an honest, fair, equitable, transparent and legally compliant manner. Against this background, the National Department of Health condemns any form of fronting.



The National Department of Health, in ensuring that bidders conduct themselves in an honest manner will, as part of the bid evaluation processes, conduct or initiate the necessary enquiries/investigations to determine the accuracy of the representation made in bid documents. Should any of the fronting indicators as contained in the Guidelines on Complex Structures and Transactions and Fronting, issued by the Department of Trade and Industry, be established during such enquiry/investigation, the onus will be on the bidder/contractor to prove that fronting does not exist. Failure to do so within a period of 14 days from date of notification, may invalidate the bid/ contract and may also result in the restriction of the bidder/contractor to conduct business with the public sector for a period not exceeding 10 years, in addition to any other remedies the National Treasury may have against the bidder/contractor concerned.

#### 13. SUPPLIER DUE DILIGENCE

The National Department of Health reserves the right to conduct supplier due diligence prior to final award or at any time during the contract period, involving such steps as the Department may in its entire and absolute discretion deem necessary in order to satisfy itself as to, inter alia, the legal, compliance, financial and operational status and condition of such Bidder, Supplier and/or its Affiliates (as the case may be).

This may include site visits to assess whether:

- an item is manufactured at the site specified in the bid documentation;
- the bidder/contracted supplier has two (2) months buffer stock on hand;
- the bidder/contracted supplier has capacity for their allocation or agreed demand.

#### 14. COMMUNICATION

The National Department of Health, may communicate with bidders where clarity is sought after the closing date and time of the bid and prior to the award of the contract, or to extend the validity period of the bid, if necessary.

Any communication to any government official or a person acting in an advisory capacity for the National Department of Health in respect of this bid between the closing date and the award of the bid by the bidder is discouraged.

All communication between the bidder and the National Department of Health, must be done in writing.



#### 15. CONTACT DETAILS

Postal address

Directorate: Affordable Medicines

Private Bag X828

**PRETORIA** 

0001

Physical address

Directorate: Affordable Medicines

Dr AB Xuma Building

1112 Voortrekker Road, Block A

Pretoria Townlands 351-JR

**PRETORIA** 

0187

Please use the following e-mail address for any queries relating to bidding process:

• tenders@health.gov.za



#### **SECTION B**

#### 16. CONTRACT PERIOD

The contract shall be for a period of two years starting from 01 October 2023 to 30 September 2025.

#### 17. PARTICIPATING AUTHORITES AND OTHER HEALTH ESTABLISHMENTS

Participating Authorities and Health Establishments which will be participating authorities in this contract are:

Provincial Departments and other institutions as approved by the Accounting Officer:

- Department of Correctional Services;
- South African Military Health Services;
- Nelson Mandela Children's Hospital.

#### Provincial Departments:

- Eastern Cape
- Western Cape
- Northern Cape
- Free State
- KwaZulu-Natal
- Limpopo
- Mpumalanga
- North West
- Gauteng

Other institutions might request to participate on the contract during the contract period. The participation of other institutions will be subject to the approval by the Chief Accounting Officer of the National Department of Health.

Proper communication with the contracted suppliers will occur before approval could be granted.

#### 18. REGISTRATION ON DATABASES OF PARTICIPATING AUTHORITIES

All contracted suppliers must register on the supplier databases of Participating Authorities within 30 days after award of contract.

Failure to meet this requirement will result in the inability to process payment for goods.



#### 19. AWARD CONDITIONS

The National Department of Health reserves the right to negotiate prices.

The National Department of Health reserves the right to award the same item as a multiple award to various contractors (two or more) to address high volume requirements, security of supply and product availability.

The National Department of Health reserves the right to award to an item with a specification deviation

In cases where the tender does not achieve the most economically advantageous price, the National Department of Health reserves the right not to award that item.

In the case of medicines for chronic conditions, pack sizes suitable for a 28-day treatment cycle are required. Should a 30-day or other pack size be offered, no conversion factor will be applied. Direct comparisons will be made between the 28-day and other pack sizes during evaluation. Similarly, no conversion factors will be applied in cases where a pack size other than that specified is offered.

#### 19.1 SPLIT AND MULTIPLE AWARDS

The National Department of Health reserves the right to issue split or multiple awards, where necessary, to ensure security of supply.

The following will be taken into consideration when contemplating a split award:

- Source of API and manufacturing site.
- Capacity to meet expected demand as per published estimates in the Bid Response Document.
- Estimated volume to be supplied.
- Risk to public health if the item is not available.
- Past compliance of the bidder with contractual obligations.

Two-way split awards will be made in accordance with the following schedule based on the points scored:

Category	Difference between points scored	Recommended percentage split
A	Equal points	50/50
В	< 5 points	60/40
С	>5-10 points	70/30
D	>10-20 points	80/20



Category	Difference between points scored	Recommended percentage split
Ē	>20 points	90/10

Where a split of **three (3) or more** bidders is contemplated, the total score of each will be applied in the following formula to determine the percentage (%) split for each bidder:

For example, the percentage split for the highest scoring bidder will be calculated as follows:

% Split = T1/(T1+T2+T3)

Where:

T1 = Highest Scoring Bidder

T2 = Second Highest Scoring Bidder

T3 = Third Highest Scoring Bidder

#### 19.2 THERAPEUTIC CLASS AWARDS

The Policy for Classifying Medicines into Therapeutic Classes for Purposes of Therapeutic Interchange defines a therapeutic class as a group of medicines which have active ingredients with comparable therapeutic effects. Medicines in a therapeutic class may or may not belong to the same pharmacological class, may differ in chemistry or pharmacokinetic properties, and may possess different mechanisms of action, result in different adverse reactions, have different toxicity and drug interaction profiles. In most cases, these medicines have close similarity in efficacy and safety profiles, when administered in equipotent doses for a specific indication.

The ministerially appointed National Essential Medicines List Committee (NEMLC) formulates and revises the Standard Treatment Guidelines (STGs) and Essential Medicines List (EML). Therapeutic classes are mentioned in the "Medicine treatment" section of the national STGs which provides a class of medicines followed by an example such as, HMGCoA reductase inhibitors (Statins) e.g. simavastatin. These therapeutic classes have been designated where none of the members of the class offer any significant benefit over member of the class for a specific indication. The NEMLC will designate therapeutic classes for a condition, where appropriate.

Such therapeutic classes may be used during the contracting process to achieve the most economically advantageous contract, offer the market the largest volume and increase the number of competitors, thereby offering the opportunity for cost efficiencies by stimulating robust competition.



# A single member of the class may be awarded.

Therapeutic Class and	Therapeutic class description	Members of the therapeutic class
Series		
Number		
Class 1	Echinocandins	Anidulafungin 100 mg injection, 1 vialvs
		Micafungin 100 mg injection, 1 vial
		vs
		Caspofungin 50 mg injection, 1 vial + (Will be considered in a series with 70mg)
		Caspofungin 70 mg injection, 1 vial (Will be considered in a series with 70mg)
Class 2	Antivirals for herpes zoster,	Aciclovir 400mg tablets, 60 or 70 tablets
	herpessimplex, varicella	vs
	zoster	Valaciclovir 1000mg tablet, 30 tablets
		vs
		Famciclovir 250mg tablet, 21 tablets
Class 3	Fluoroquinolone eye drops	Ciprofloxacin 3mg/ml eye drops, 5ml
		vs
		Ofloxacin 3mg/ml eye drops, 5ml
		vs
		Moxifloxacin 5mg/ml eye drops, 5ml
Class 4	Imidazole, topical	Clotrimazole 1% cream, 20g
		vs
		Bifonazole 1% cream, 20g
		vs
		Miconazole 2% cream, 20 g
		vs
		Econazole 1% cream, 20g
		vs
		Ketoconazole 2% cream, 20g



Therapeutic Class and	Therapeutic class description	Members of the therapeutic class
Series		
Number		
Class 5	Praziquantel Procurement Class	Praziquantel 600mg tablet, 10 tablets
		vs
		Praziquantel 500mg tablet, 100 tablets
Class 6	Low Dose Macrolide Class	Azithromycin 200mg/5ml suspension,
		15ml
		vs
		Clarithromycin 125mg/5ml suspension,
		50/60ml
Class 7	High Dose Macrolide Class	Clarithromycin 250mg/5ml suspension,
		50/60ml
		vs
		Azithromycin 200mg/5ml suspension,
		30ml
Class 8	Co-trimoxazole	Sulfamethoxazole and Trimethoprim
		400/80mg tablet, 56 tablets
		vs
		Sulfamethoxazole and Trimethoprim
		800/160mg tablet, 30 tablets



#### 19.3 SERIES AWARDS

Items will be considered to be awarded on a series where:

- Dose titration will be required;
- A molecule in a class is awarded and incremental dose will be required.

Item no.	Item Description	Class no.
41	Caspofungin 50 mg injection, 1 vial [Items 41 and 42 will be considered as a series]	Class 1
42	Caspofungin 70 mg injection, 1 vial [Items 41 and 42 will be considered as a series]	Class 1

# 20 NEGOTIATIONS

The National Department of Health reserves the right to negotiate prices, Minimum Order Quantities and volumes to be supplied with the bidders prior to award and with the successful bidder(s) post award.

Where an item is advertised as a single item and also included in a therapeutic class and it is recommended for award in a class, the department reserves the right to combine the quantities and only award one item number. In this case the department will negotiate the awarding of additional volumes with the recommended bidder

### 21. NON-COMMITMENT

The National Department of Health reserves the right not to award, to award in part, or in full.

The right is also reserved to withdraw or amend any of the bid conditions, by notice, in writing to all bidders prior to closing of the bid and post award

In the event that an incorrect award has been made, the National Department of Health reserves the right to remedy the matter in any manner it may deem fit.



#### 22. POST AWARD CONDITIONS

Regulation 16A6.6 of the Treasury Regulations for Departments, Trading Entities, Constitutional Entities and Public Entities, issued in terms of the Public Finance Management Act, 1999, (Act 1 of 1999), states that the Accounting Officer/Accounting Authority may, on behalf of a department, constitutional institution or public entity, request to participate in any contract arranged by means of a competitive bidding process by any organ of state, subject to the written approval of such organ of state and the relevant contractors.

The National Department of Health may change treatment protocols and/or product formulations where required, due to emerging clinical evidence, disease profiles, safety or resistance patterns and availability of items registered in terms of the Medicines and Related Substances Act, 1965, (Act 101 of 1965) at the date and time of bid closure. In these circumstances, the National Department of Health reserves the right to cancel the contract for an item, or adjust the quantity awarded based on expected changes in projected demand. The Department of Health will notify the contracted supplier within a reasonable time of the expected change. However, in cases where patient safety is a concern, these changes may be implemented with immediate effect.

#### 23. PRICE REVIEW

The National Department of Health envisages three types of price review processes for the duration of this contract:

- A routine adjustment to mitigate foreign exchange fluctuations;
- An exceptional adjustment to mitigate significant short-term foreign exchange fluctuations; and
- A systematic review of prices for comparable products available in the international market place.

#### 23.1 ELIGIBILITY RELATING TO RATE OF EXCHANGE ADJUSTMENTS

Eligibility for price adjustments relating to foreign exchange risk depends on:

The submission of a complete price breakdown per instructions below for all relevant products; and Assessment of the rationality of this price breakdown by the National Department of Health.

# 23.1.1 INSTRUCTIONS FOR PRICE BREAKDOWN

- The price breakdown must be completed on the signed bid response document as well as the electronic version. The
  delivered price must be divided across five components
  - Active Pharmaceutical Ingredients (API);
  - Formulation;



- Packaging;
- Logistics (this includes transportation, warehousing and distribution);
- Gross margin (remaining portion).
- The sum of these categories must be equal to 100% of the delivered price for the line item.
- The local + imported portions of the first three components must add up to 100% within each component (e.g. Portion
  of API attributable to local + Portion of API attributable to import = 100% of specific API component).
- VAT must be apportioned equally across all components and not regarded as a separate component.
- Labour must be apportioned appropriately across the relevant components.
- Breakdown must be in percentage format to the closest whole percentage (e.g. 20%).
- The National Department of Health reserves the right to engage with bidders to verify any of the components of the bid price, which may include audit of invoices and related documentation.

#### 23.2 PRICE ADJUSTMENTS RELATING TO FOREIGN EXCHANGE RISK

Only the portion of the bid price facing foreign exchange risk will be adjusted. This portion is determined by the price breakdown on the signed bid submission.

Adjustments are always calculated using the original awarded contracted price as the base.

Price adjustments relating to foreign exchange will be based on the percentage change between the relevant base average rate of exchange (RoE) and an adjustment average RoE.

Rates are sourced from the Reserve Bank (www.resbank.co.za).

Eligibility for favourable Contractual Price Adjustments may be withdrawn in light of evidence of poor compliance with contractual obligations.

#### Base average RoE for this tender will be as follows, per currency:

Currency	Base Average Rates of Exchange Average for the period 1 March 2022 to 31 August 2022	
Rand per US Dollar	R15.88	
Rand per Br Pound	R19.78	
Rand per Euro	R16.73	
Rand per Yuan Renminbi	R2.40	
Rand per Danish Krone	R2.25	



Currency	Base Average Rates of Exchange Average for the period 1 March 2022 to 31 August 2022
Rand per Indian Rupee	R0.20

Should the bidder make use of any currency not mentioned above, the bidder must stipulate this clearly and submit the calculated average RoE for the period 1 March 2022 to 31 August 2022 using the South African Reserve Bank published rates for the specific currency.

# 23.3 APPLICATION FOR CONTRACTUAL PRICE ADJUSTMENTS

Scanned copies of signed applications for price adjustments must be received by the National Department of Health prior to the submission dates detailed in the tables below.

Where no application for an adjustment relating to foreign exchange has been received and such an adjustment would be favourable to the Department, this will be implemented automatically.

Foreign exchange adjustments may never result in a price exceeding the current Single Exit Price, ex Logistics.

#### 23.4 ROUTINE PRICE ADJUSTMENTS

Schedules for routine price reviews, and periods for calculating adjustment average RoE are detailed in the table below:

Review	Period for calculating adjustment average RoE	Submission of request for price review to reach the office by	Date from which adjusted prices will become effective
1	01 October 2023 - 31 March 2024	02 April 2024	01 May 2024
2	01 April 2024 - 30 September 2024	03 October 2024	01 November 2024
3	01 October 2024 - 31 March 2025	03 April 2025	01 May 2025



# 23.5 EXCEPTIONAL PRICE ADJUSTMENTS

Suppliers may request exceptional price adjustments according to the schedule in the table below. These will be activated if the absolute change between the base RoE and the three month retrospective average RoE indicated in the table below fluctuates by more than 10%.

Review	Period for calculating adjustment average RoE	Submission of request for price review to reach the office by	Date from which adjusted prices will become effective
0.1	01 October 2023 - 31 December 2023	03 January 2024	01 February 2024
1.1	01 April 2024 - 30 June 2024	02 July 2024	01 August 2024
2.1	01 October 2024 - 31 December 2024	03 January 2025	01 February 2025
3.1	01 April 2025 - 30 June 2025	03 July 2025	01 August 2025

Suppliers who received exceptional adjustments will receive routine adjustments based on the preceding three months, rather than the usual six month historical average exchange rate. The periods for calculating adjustment average RoE in these instances are detailed in the table below:

Review	Period for calculating adjustment average RoE	Submission of request for price review to reach the office by	Date from which adjusted prices will become effective
1	01 January 2024 - 31 March 2024	02 April 2024	01 May 2024
2	01 July 2024 - 30 September 2024	03 October 2024	01 November 2024
3	01 January 2025 - 31 March 2025	03 April 2025	01 May 2025



### 23.6 PRICE ADJUSTMENTS BASED ON A SYSTEMATIC REVIEW

The National Department of Health reserves the right to review international prices to identify lowest comparable global prices. Where this review identifies any prices that are lower than contract prices the National Department of Health will enter into price negotiations with the contracted supplier.

Where the outcome of this negotiation is deemed unfavourable, the National Department of Health reserves the right to terminate the award for the item in question.

# 24. QUALITY

Products must conform to the conditions of registration of the product in terms of the Medicines and Related Substances Act, 1965 (Act 101 of 1965) for the full duration of this contract.

#### 25. DELIVERY AND QUANTITIES

#### **25.1 DELIVERY BASIS**

Firm lead times for delivery must be quoted for the duration of the contract period.

Transit and storage conditions applicable to the relevant products must be adhered to.

The initial lead time as proposed in the bid response document will be calculated from date of award of the contract and NOT the date of placement of the first order. This period may not exceed 75 calendar days from the date of award. Lead time within the contract period is defined as the time from submission of order to supplier to time of receipt by the Department, as confirmed by the Proof of Delivery document. This lead time may not exceed 14 calendar days.

Failure to comply with the contractual lead time will result in penalties being enforced as per paragraph 21 and 22 of the General Conditions of Contract.

#### **25.2 QUANTITIES**

The quantities reflected in the bid are estimated quantities and no guarantee is given or implied as to the actual quantity which will be procured during the contract period. Fluctuations in monthly demand may occur.

Proposed minimum order quantities (MOQs) should facilitate delivery directly to health establishments. The National Department of Health reserves the right to negotiate MOQs where necessary. Where consensus regarding MOQs cannot be reached, the bid may not be awarded.

Suppliers are required to maintain sufficient buffer stock to meet at least two-months demand for all items, aligned with the needs of Participating Authorities.



# **SECTION C**

#### 26. SUPPLIER PERFORMANCE MANAGEMENT

**26.1 Supplier performance management** will be the responsibility of Participating Authorities with oversight from the National Department of Health and, where supplier performance disputes cannot be resolved between the contractor and the Participating Authority and National Department of Health must be informed for corrective action.

The National Department of Health, in collaboration with the Participating Authorities, will monitor the performance of contracted suppliers in terms of this contract, including but not limited to the following:

- Compliance with reporting requirements according to reporting schedule and reporting mechanism.
- As a minimum, suppliers will be required to submit the following information in a specified format and via a mechanism defined by the National Department of Health:
  - All transactional data relating to orders;
  - A monthly age analysis;
  - Production pipeline data and forecast including:
  - Number of units of the item available (stock on hand);
  - Number of units of the item in Quality Assurance, awaiting release;
  - Number of units of the item in the current month's production plan.
  - Status of outstanding orders.
- Attendance of compulsory quarterly meetings
  - The National Department of Health will hold quarterly meetings with suppliers which will include, but not be limited to, a review of supplier performance and forecasted demand for the next quarter. Suppliers may be required to present continuous improvement initiatives aimed at improving efficiencies in the supply chain to benefit both suppliers and the Department of Health.
- Contractors should note that the order(s) will be placed as and when required during the contract period and delivery points will be specified by the relevant purchasing institution(s).
- The instructions appearing on the official order form regarding the supply, dispatch and submission of invoices
  must be strictly adhered to and under no circumstances should the contractor deviate from the orders issued
  by the purchasing institutions.
- The Department of Health is under no obligation to accept any quantity which is in excess of the ordered quantity.



- In order to facilitate efficient implementation of the direct delivery strategy, contracted suppliers must pack orders for the health establishment as per the purchase order.
- Only orders made using an official, authorised purchase order format are valid.
- Suppliers are required to acknowledge receipt of all purchase orders received from Participating Authorities,
   in a manner stipulated by the relevant Participating Authority.
- Changes to any quantities ordered may only be made upon receipt of an amended purchase order.
- The Participating Authorities reserve the right to cancel orders where the lead time exceeds the delivery lead
  time specified in the contract and may, at their discretion, purchase supplies of a similar quality and up to
  the same quantity in substitution of the goods not supplied in conformity with the contract (as per paragraph
  21.6 of the General Conditions of Contract).
- In cases where an order is received which appears to be irrational or misaligned with estimates, the contracted supplier must liaise with the relevant Participating Authority prior to processing the order.

#### 26.2 DELIVERY ADHERENCE

- Products and related documentation must be delivered in accordance with the terms, conditions and delivery instructions stipulated on the purchase order.
- The information on invoices and documents relating to delivery must comply with the minimum data requirements as defined by the National Department of Health.
- Invoices must reflect both the "proprietary name" (brand name"/"trade name") which is unique to a particular medicine, and which is the name approved in terms of section 15(4) of the Medicines and RelatedSubstances Act, 1965 (Act 101 of 1965), and the item description as it appears in the contract circular and Master Procurement Catalogue (MPC), or Master Health Product List (MHPL), which will replace the MPC.
- The supplier must ensure that products are delivered in accordance with the appropriate conditions of storage, as per product's conditions of registration. Delivery is deemed to terminate upon signature of receipt by the delegated official.
- Discrepancies between invoice and physical stock, or damaged stock, will be reported to the contracted supplier within a reasonable time or as arranged with the supplier. This time period must make provision for the quantities received to be checked upon receipt of delivery.
- Contracted suppliers will be responsible for collection of goods delivered erroneously, or in the incorrect
  condition as formally arranged in consultation with the purchasing authority. The Participating Authorities may
  recoup any expenses associated with failure to collect such goods in accordance with the agreement



#### 26.3 CONTINUITY OF SUPPLY

- Contracted suppliers must have at least two months' supply of the estimate at the start of the contract.
- Contractors must maintain sufficient buffer stock throughout the duration of the contract.
- Contractors must inform National Department of Health at first knowledge of any circumstances that may result in interrupted supply, including but not limited to:
  - regulatory action which may impact on their GMP status or that of entities on which they are reliant;
  - any anticipated problems associated with the availability of active pharmaceutical ingredient (API);
  - industrial action
  - challenges with manufacturing pipeline;
  - any other supply challenges.
- Contractors must direct official communication relating to continuity of supply to stockalert@health.gov.za, as well as Participating Authorities.
- Contractors must direct official communication relating to payment challenges to medacc@health.gov.za, as well as Participating Authorities.
- All official communication must include detail of corrective actions taken by the contracted supplier to ensure continuity of supply.
- It is the responsibility of the contracted supplier to ensure continuous availability and supply of contracted items. In the event that the contracted supplier is unable to supply, the contracted supplier is required to source alternative product that meets the same specification as the awarded product. Prior to supplying the alternative product, the contracted supplier must request approval from NDoH to supply the alternative product and also a sample must be sent to the two health facilities as outlined in section 4.3 of this SRCC.
- The letter to the NDoH to request supply of the alternative product should contain the name of the product to be supplied, the estimated quantities to be supplied and the estimated period of supply.
- In the case of a multiple award, the alternative product should not be sourced from another contracted supplier for the same product.
- In the event that a contracted supplier is unable to supply in the short term, the National Department of
  Health reserves the right to proportionally reallocate volumes to an alternative contracted supplier for the
  duration of the contracted supplier's inability to supply.
- Prior to the supply of an alternative product can be undertaken, the contracted supplier is required to submit the samples of the product to be supplied to the two health establishments as listed in section 4. The





contracted supplier is also required to furnish the Department of Health with the following information:

- ✓ Name of the product to be supplied;
- ✓ The quantities to be supplied; and
- ✓ The period for which the product will be supplied.
- The alternative product must be supplied at the current price of the contracted item.
- This provision is only applicable for emergency supply and cannot be used for routine and continuous supply of the product.
- Suppliers may be required to pay penalties for supply exceeding the contractual lead time as stipulated in the General Conditions of Contract Paragraph 22.
- In terms of the General Conditions of Contract and Special Requirements and Conditions of Contract, the
  Participating Authorities may purchase outside the contract in order to meet its requirements if the item is urgently
  required and is not immediately available.

#### 26.4 REPORTING

National Department of Health will provide the requirements for reporting and successful bidders will be assisted with complying with these requirements.

The National Department of Health may, from time to time and within reason, add to the reporting requirements. Any changes to reporting requirements or the reporting mechanism will be communicated in writing by the Directorate: Affordable Medicines.

# 27. PACKAGING, LABELLING AND BARCODES

# 27.1 PACKAGING

- Suppliers must ensure that products delivered are received in good order at the point of delivery. Packaging
  must be suitable for further dispatch, storage and stacking according to Good Wholesaling Practice and
  Good Distribution Practice.
- Packaging must be suitable for transportation and should prevent exposure to conditions that could adversely affect the stability and integrity of the product.
- The packaging must be uniform for the duration of the contract period. All products must be packaged in acceptable containers, specifically developed for the product.
- The number of units per shipper pack or original carton must be completed in the Bid Response Document.
- Where a particular stacking and storage configuration is recommended by the supplier, this should be clearly illustrated on the outer packaging.



- Where the contents of the shipper pack represent a standard supply quantity of an item, the following must be adhered to:
  - Outer packaging flanges must be sealed with suitable tape that will clearly display evidence of tampering;.
  - The contents must be packed in neat, uniform rows and columns that will facilitate easy counting when opened.
  - Where the contents of a shipper pack represent a non-standard supply quantity, the following must be adhered to:
  - Outer packaging flanges must be sealed with suitable tape that will clearly display evidence of tampering;.
  - The shipper pack must contain only one product, mixing of multiple products in a single shipper is not allowed;.
  - The outer packaging must be clearly marked as a "Part Box".

#### 27.2 LABELLING

- All containers, packaging and cartons must be clearly labelled. Bulk packs must be labelled in letters not less than font size 48.
- The following information must be clearly and indelibly printed on all shipper packs, including any part boxes:
  - Item name as contained in the contract circular and the Master Procurement Catalogue (MPC),
     or Master Health Products List (MHPL), which will replace the MPC.
  - Registered product name (if applicable);
  - Number of units in pack;
  - Batch number:
  - Expiry date;
  - Storage conditions;
  - Barcode.
- Where the contents of the shipper pack require special attention in terms of storage and/or handling,
   e.g. thermolabile, high-scheduled or cytotoxic products, such instructions must be clearly and visiblyindicated on the outer packaging on a brightly colored background.
- Unit packs must be labelled in accordance with Regulation 10 of the General Regulations published in



terms of the Medicines and Related Substances Act, 1965 (Act 101 of 1965). The label must include a barcode suitable for the identification and tracking of medication.

#### 27.3 BARCODES

- All unit and shipper packs must be marked with the appropriate barcode number and symbology.
- The European Article Numbering Code 13 (EAN 13) has been accepted as standard.
- Suppliers are encouraged to include a 2D barcode or similar on their packaging that will include the following information:
  - Item name as contained in the contract circular and the Master Procurement Catalogue (MPC),or
     Master Health Products List (MHPL) which will replace the MPC.
  - The "proprietary name (brand name"/"trade name") unique to a particular medicine, as approved by MCC or SAHPRA;
    - Dosage form and strength;
    - Pack size;
    - Batch number:
    - Expiry date.

#### 28 SHELF LIFE

- Unless MCC or SAHPRA, has approved a shorter shelf life, products must have a shelf-life of at least 12 months upon delivery.
- Contracted suppliers may apply in writing to Participating Authorities to supply a product with a shorter shelf life provided that:
  - Applications are accompanied by an undertaking that such short-dated products will be unconditionally replaced or credited before or after expiry; and
  - Applications are approved by the Participating Authorities before execution of orders; and
  - Upon notification of remaining expired stock such products will be collected by the supplier at their own cost; and
  - Failure to collect the products within 30 days after written notification to the supplier will result
    in the disposal of the product by the Participating Authority for the account of the supplier.
- If short-dated products are delivered without the aforementioned undertaking the following discount formulawill be applied for invoicing of short-dated products:



- A = (12 months to date of expiry) x 2% x consignment value short dated product. Therefore, amount to be invoiced is: Consignment value minus A, where A is the value of the outcome of the discount formula.
- Unless otherwise agreed to, any Participating Authority may, without prejudice, decline to accept productwith a shelf-life of less than 12 months.

#### 29. CHANGES IN SUPPLIER DETAILS

A contracted supplier must inform the National Department of Health at first knowledge of any changes relating to the Registered Legal Name of the Company, address, , or contact details and effect these changes on the Central Supplier Database.

#### 30. DISCONTINUATION OF CONTRACTED PRODUCT SUPPLY

Where a contracted supplier plans to discontinue supply of a contracted product, the contracted supplier will be required to submit a written notice to the Department six months prior to discontinuing the product. During the six months' notice period, the contracted supplier will be liable for the supply of that contracted product.

Where a decision has been made by the contracted supplier to discontinue a contracted product with immediate effect, the Department reserves the right to source the item from an alternative supplier. In cases where the price from the alternative supplier exceeds the price of the contracted product, the contracted supplier discontinuing the product will be liable to pay the difference in price for a period of six month.

#### 31. THIRD PARTIES

Participating Authorities will not make a payment to or consult with a third party.No third party is entitled to put an account of a Participating Authority on hold.

**END**