health
Department:
Health
REPUBLIC OF SOUTH AFRICA

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: HP12-2023LQ e-mail: tenders@health.gov.za

CONTRACT NUMBER HP12-2023LQ: SUPPLY AND DELIVERY OF PHARMACEUTICAL LIQUIDS, ALCOHOL, ETHER, GLYCERINE AND METHYLATED SPIRITS TO THE DEPARTMENT OF HEALTH FOR THE PERIOD 01 OCTOBER 2023 TO 31 JANUARY 2027

ADDENDUM: 62 - REPLACEMENT OF CONTRACT CIRCULAR: VERSION 2

Kindly replace version 2 of the contract circular for HP12-2023LQ with version 3, attached as Annexure A.

Amendment on the Contract Circular:

Item No	Item Specification	Addendum	Amendment
All items	All items	54	Contract item(s) extended Contract item(s) not extended

Yours faithfully

MS K JAMALOODIEN
CHIEF-DIRECTOR: HEALTH PRODUCTS PROCUREMENT
DATE: 14 September 2026

health
Department:
Health
REPUBLIC OF SOUTH AFRICA

Annexure A

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

Enquiries: tenders@health.gov.za **Ref: HP12-2023LQ**

HP12-2023LQ: SUPPLY AND DELIVERY OF PHARMACEUTICAL LIQUIDS, ALCOHOL, ETHER, GLYCERINE AND METHYLATED SPIRITS TO THE DEPARTMENT OF HEALTH FOR THE PERIOD 01 OCTOBER 2023 TO 31 JANUARY 2027 – VERSION 3

1. 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 conflict 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 organs of state will participate in this contract (including the nine Provincial Departments of Health, South African Military Health Services, and the Department of Correctional Services):

PARTICIPANTS	CONTACT PERSON	TEL NO	E-MAIL
Eastern Cape (PE Depot)	Mr D Martin	(041) 406-9815	deon.martin@echealth.gov.za
Eastern Cape (Mthatha Depot)	Ms M Morrow	(083) 240 3351	merlen.morrow@echealth.gov.za
Free State	Mr TW Khetsekile	(051) 411 0578	khetsekitw@fshealth.gov.za
Gauteng	Mr S Langa	(066) 305 8842	simthembile.langa@gauteng.gov.za
KwaZulu-Natal	Ms T Njapha	(031) 469-8300	thandeka.njapha@kznhealth.gov.za
Limpopo	Mr M Moila	(015) 223-9000	makutu.moila@dhsd.limpopo.gov.za
Mpumalanga	Ms M Moloto	(013) 283-9000	margaretmm@mpuhealth.gov.za
North West	Ms D Moswele	(018) 384-4838	ddmoswele@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	Lt Col I Oberholster	(012) 355-4096	samhsproc.pharma@gmail.com
Correctional Services	Ms T Matsitse	(012) 307-2310	tammy.links@dcs.gov.za

K JAMALOODIEN
CHIEF-DIRECTOR: HEALTH PRODUCTS PROCUREMENT
For: DIRECTOR-GENERAL: HEALTH
DATE: 14 September 2026

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	CSD Code	Supplier Code	Postal Address	Contact Person	Telephone / Cellphone Number	E-mail
Adcock Ingram Critical Care (Pty) Ltd	MAAA0010153	V4222	PO Box 6888 **JOHANNESBURG** 2000	Mr Mazibuko	011 494 8711 083 782 1823	criticalcare.tenders@adcock.com
B Braun Medical (Pty) Ltd	MAAA0040832	VYL89	PO Box 1787 **RANDBURG** 2125	Ms Van Zyl	010 222 3000 073 494 8695	walda.van_zyl@bbraun.com
Barrs Pharmaceuticals Industries (Pty) Ltd	MAAA0024330	V4890	PO Box 7348 **ROGGEBAAI** 8012	Mr Erasmus	021 531 6601 084 406 8481	wynand.e@barrs.co.za

Supplier Name	CSD Code	Supplier Code	Postal Address	Contact Person	Telephone / Cellphone Number	E-mail
Cipla Medpro Manufacturing (Pty) Ltd	MAAA1168386	VS2P5	PO Box 32003 Mobeni **DURBAN** 4052	Mr Maritz	011 315 9150 082 887 4926	willem.maritz@cipla.com
Equity Pharmaceuticals (Pty) Ltd	MAAA0007480	V1QZ3	PO Box 60964 **PIERRE VAN RYNEVELD** 0045	Mr Bouwer	012 345 1747 082 879 8866	carel@equitypharma.co.za
Gulf Drug Company (Pty) Ltd	MAAA0009791	VTS03	PO Box 754 **MOUNT EDGECOMBE** 4302	Mr Moonsamy	031 538 8761 083 779 1321	kevinm@gulfdrug.co.za
Novartis SA (Pty) Ltd	MAAA0006317	VBVW2	PO Box 12257 **VORNA VALLEY** 1686	Ms Nhlapo	011 347 6600 079 806 9363	rfq.sa@novartis.com gugulethu.nhlapo@novartis.com
Pharmacare Limited	MAAA0008452	V2205	PO Box 1593 **GALLO MANOR** 2052	Mr Ajodapersad	010 592 1590 082 356 5314	aajodapersad@aspenpharma.com
Pharmaceutical Contractors (Pty) Ltd	MAAA0009421	VCJF7	PO Box 427 **ISANDO** 1600	Mr Martins	011 974 1631 082 330 1331	claudem@pharmacon.co.za
Ranbaxy Pharmaceuticals (Pty) Ltd	MAAA0000384	V4728	PO Box 43486 **INDUSTRIA** 2042	Mr Mboniswa	012 643 2000 072 012 1769	monwabisi.mboniswa@sunpharma.com
Resmed Healthcare CC	MAAA0010098	VCEJ2	PO Box 65409 **RESERVOIR HILLS** 4090	Mr Singh	031 577 7258 079 947 1782	lal@resmed.co.za

Supplier Name	CSD Code	Supplier Code	Postal Address	Contact Person	Telephone / Cellphone Number	E-mail
Safeline Pharmaceuticals (Pty) Ltd	MAAA0002530	VZL63	PO Box 7900 **PALMCOURT** 1715	Mrs Mileham	011 288 5360 082 600 8416	wandam@safeline.co.za
Sanofi-Aventis SA (Pty) Ltd	MAAA0009069	V2160	Private Bag X207 **MIDRAND** 1685	Mr Davis	011 256 3700 082 449 9876	jerome.davis@sanofi.com
Unimed Healthcare (Pty) Ltd	MAAA0444639	V92D6	Cnr Birch Road & Bluegum Avenue Anchorville **LENASIA** 1827	Mr Bera	012 749 1373 083 647 7860	arshad@unimedhealthcare.co.za

Item No	Item Specification	Addendum	Addendum 54 Contract Items Extended from 1 October 2026 to 31 January 2027 (4 Months) Yes/No	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 unit)	Pack Size Offered: Unit Pack	Lead-Time (≤ 14 calendar days)	MOQ	Total Score	NSN	UOM
2	Acetone BP, 500ml		Yes	Each		33,793		Resmed Healthcare CC	MAAA0010098	VCEJ2	Resmed Acetone B.P.	R98.00	1 x 1	14	10	96.67	189714841	BT
3	Acriflavine/Proflavine 0,1% m/v emulsion, 100ml		Yes	Each		73,560		Resmed Healthcare CC	MAAA0010098	VCEJ2	Resmed Acriflavine Emulsion	R19.50	1 x 1	14	100	96.67	189713765	BT
6	Aluminium hydroxide BP 300mg/5ml suspension, 500ml		Yes	Each		402,920		Resmed Healthcare CC	MAAA0010098	VCEJ2	Resmed Aluminium Hydroxide Gel B.P.	R25.25	1 x 1	14	24	96.67	189714733	BT
7	Benzoin tincture co BP, 100ml		Yes	Each		24,164		Barrs Pharmaceuticals Industries (Pty) Ltd	MAAA0024330	V4890	Barrs Benzoin Co. Tincture BP	R57.41	1 x 1	14	120	92.76	189707410	BT
8	Benzoin tincture co BP, 20ml		Yes	Each		95,496		Barrs Pharmaceuticals Industries (Pty) Ltd	MAAA0024330	V4890	Barrs Benzoin Co. Tincture BP	R17.21	1 x 1	14	384	92.76	189714844	BT
9	Benzyl benzoate 25% emulsion, 100ml		Yes	Each		997,640		Barrs Pharmaceuticals Industries (Pty) Ltd	MAAA0024330	V4890	Barrs Benzyl Benzoate Emulsion	R7.79	1 x 1	14	120	92.76	189707445	BT
10	Calamine lotion BP, 100ml		Yes	Each		2,935,762		Barrs Pharmaceuticals Industries (Pty) Ltd	MAAA0024330	V4890	Barrs Calamine Lotion	R7.45	1 x 1	14	120	92.76	189703365	BT
11	Carbamazepine 100mg/5ml suspension, 250ml		Yes	Each		179,463		Novartis SA (Pty) Ltd	MAAA0006317	VBVW2	Tegretol Suspension	R126.79	1 x 1	14	1	90.00	189712347	BT
12	Cetrimide and Chlorhexidine gluconate 15% and 1.5% solution concentrate, 5L, Coloured yellow. Must comply with latest version of SANS1597. Compliance certificate to be included. SAHPRA registration required		Yes	Each		25,102		B Braun Medical (Pty) Ltd	MAAA0040832	VYL89	Cetidine 5L (DM0501302)	R446.00	1 x 1	7	4	90.00	189711309	CO
13	Cetrizine 5mg/5ml syrup, 150ml		No	Each		~~706,792~~		~~Cipla Medpro Manufacturing (Pty) Ltd~~	~~MAAA1168386~~	~~VS2P5~~	~~Allcet Syrup~~	~~R10.36~~	~~1 x 1~~	~~14~~	~~60~~	~~90.70~~	~~181804020~~	~~BT~~
~~14~~	Chlorhexidine 0.2% mouthwash solution, 200ml	17 - Item Cancelled	~~Yes~~	Each		~~1,608,522~~		~~Barrs Pharmaceuticals Industries (Pty) Ltd~~	~~MAAA0024330~~	~~V4890~~	~~Barrs Sterisept Mouthwash~~	~~R7.45~~	~~1 x 1~~	~~14~~	~~70~~	~~92.76~~	~~189714848~~	~~BT~~
15	Chlorhexidine 0.5% in Alcohol 70% solution without emollient, 500ml Coloured red. Compliance certificate to be included. SAHPRA registration required		Yes	Each	2,566,500	1,539,900	60%	Barrs Pharmaceuticals Industries (Pty) Ltd	MAAA0024330	V4890	Barrs Steriprep 0,5%	R17.11	1 x 1	14	20	92.76	180090749	BT
			Yes			1,026,600	40%	B Braun Medical (Pty) Ltd	MAAA0040832	VYL89	Biotaine 0.5% in Alc. 500ml (DM0501291)	R22.77	1 x 1	7	20	60.23		
16	Chlorhexidine 4% solution, surgical scrub, 500ml bottle supplied with pump. Compliance certificate to be included. SAHPRA registration required		Yes	Each	3,611,088	2,166,653	60%	Barrs Pharmaceuticals Industries (Pty) Ltd	MAAA0024330	V4890	Barrs Steriscrub	R28.69	1 x 1	14	20	92.76	189705153	BT
			Yes			1,444,435	40%	B Braun Medical (Pty) Ltd	MAAA0040832	VYL89	Bioscrub 500ml with pump (DM0501297P)	R33.35	1 x 1	7	20	75.38		
19	Chlorphenamine 2mg/5ml syrup, 50ml		Yes	Each		16,968,440		Ranbaxy Pharmaceuticals (Pty) Ltd	MAAA0000384	V4728	Rhineton Syrup	R5.46	1 x 1	14	64	90.00	189711414	BT
21	Coal tar solution BP, 500ml		Yes	Each		24,753		Resmed Healthcare CC	MAAA0010098	VCEJ2	Resmed Coal Tar Solution B.P.	R59.10	1 x 1	14	6	96.67	189712370	BT
25	Ergocalciferol 5000IU/ml solution, 15ml		Yes	Each		389,306		Pharmacare Limited	MAAA0008452	V2205	Calciferol Solution 15ml	R66.69	1 x 1	14	20	90.00	189712409	BT

Item No	Item Specification	Addendum	Addendum 54 Contract Items Extended from 1 October 2026 to 31 January 2027 (4 Months) Yes/No	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 unit)	Pack Size Offered: Unit Pack	Lead-Time (≤ 14 calendar days)	MOQ	Total Score	NSN	UOM
28	Ferrous gluconate 350mg/5ml, equivalent to elemental iron 40mg/5ml, syrup, 100ml		Yes	Each		952,268		Resmed Healthcare CC	MAAA0010098	VCEJ2	Resmed Ferrous Gluconate Syrup	R6.90	1 x 1	14	100	95.88	180079580	BT
31	Furosemide 10mg/ml solution, 100ml		Yes	Each		53,213		Sanofi-Aventis SA (Pty) Ltd	MAAA0009069	V2160	Lasix oral solution 100 ml	R276.35	1 x 1	14	30	90.00	189714763	BT
32	Glycerol BP, 500ml		Yes	Each		12,496		Resmed Healthcare CC	MAAA0010098	VCEJ2	Glycerin	R48.32	1 x 1	14	14	96.67	189715124	BT
33	Glyco-Thymol Compound, mouthwash, 100ml		Yes	Each		1,456,222		Resmed Healthcare CC	MAAA0010098	VCEJ2	Resmed Compound Thymol Glycerine	R3.82	1 x 1	14	100	96.67	189712406	BT
34	Halothane liquid, 250ml		**No**	Each		900		Safeline Pharmaceuticals (Pty) Ltd	MAAA0002530	VZL63	Halothane - M & B	R449.05	1 x 1	14	72	92.34	189750285	BT
35	Hydrogen peroxide BP, 6% solution, 500ml		Yes	Each		76,464		Resmed Healthcare CC	MAAA0010098	VCEJ2	Resmed Hydrogen Peroxide soln. 20 vol. 6%	R24.95	1 x 1	14	24	96.67	189700824	BT
36	Hyoscine-N-Butylbromide 5mg/5ml syrup, 100ml		Yes	Each		202,198		Pharmacare Limited	MAAA0008452	V2205	Hyospasmol Syrup 100ml	R21.92	1 x 1	14	50	90.00	180074004	BT
37	Ibuprofen 100mg/5ml, suspension, 100ml		Yes	Each		3,087,947		Pharmaceutical Contractors (Pty) Ltd	MAAA0009421	VCJF7	Ibucine Paediatric Suspension	R13.79	1 x 1	14	96	90.00	189712348	BT
39	Isoflurane liquid, 250ml		Yes	Each		33,644		Safeline Pharmaceuticals (Pty) Ltd	MAAA0002530	VZL63	Isofor	R908.50	1 x 1	14	72	92.34	180199767	BT
40	Lactulose 3.3g/5ml, syrup, 150ml		**No**	Each		3,805,164		Cipla Medpro Manufacturing (Pty) Ltd	MAAA1168386	VS2P5	Laxette 150ml	R24.91	1 x 1	14	10	90.70	189707998	BT
41	Lactulose 3.3g/5ml, syrup, 500ml		**No**	Each		350,298		Cipla Medpro Manufacturing (Pty) Ltd	MAAA1168386	VS2P5	Laxette 500ml	R72.22	1 x 1	14	20	90.70	189711239	BT
43	Liquid paraffin BP, 200ml		Yes	Each		1,121,544		Barrs Pharmaceuticals Industries (Pty) Ltd	MAAA0024330	V4890	Barrs Liquid Paraffin BP	R14.81	1 x 1	14	70	92.76	189714770	BT
45	Methadone 2mg/ml solution, 60ml		Yes	Each		10,034		Equity Pharmaceuticals (Pty) Ltd	MAAA0007480	V1QZ3	Equity Methadone	R52.90	1 x 1	14	12	90.00	222000194	BT
47	Paracetamol 120mg/5ml, syrup, alcohol, sugar and tartrazine free, 100ml		Yes	Each	12,775,489	5,391,256	42.20%	Barrs Pharmaceuticals Industries (Pty) Ltd	MAAA0024330	V4890	Barrs Paracetamol Syrup	R6.77	1 x 1	14	120	92.76	181783743	BT
			Yes			4,673,274	36.58%	Resmed Healthcare CC	MAAA0010098	VCEJ2	Cetapon Junior Paediatric syrup (Triotemp)	R7.99	1 x 1	14	100	80.45		
			Yes			2,710,959	21.22%	Gulf Drug Company (Pty) Ltd	MAAA0009791	VTS03	Painblok Syrup Alcohol and Sugar Free	R10.03	1 x 1	14	150	46.66		
48	Paracetamol 120mg/5ml, syrup, alcohol, sugar and tartrazine free, 500ml		Yes	Each	226,040	135,624	60%	Barrs Pharmaceuticals Industries (Pty) Ltd	MAAA0024330	V4890	Barrs Paracetamol Syrup	R24.13	1 x 1	14	30	92.76	181783747	BT

Item No	Item Specification	Addendum	Addendum 54 Contract Items Extended from 1 October 2026 to 31 January 2027 (4 Months) Yes/No	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 unit)	Pack Size Offered: Unit Pack	Lead-Time (≤ 14 calendar days)	MOQ	Total Score	NSN	UOM
			Yes			90,416	40%	Resmed Healthcare CC	MAAA0010098	VCEJ2	Cetapon Junior Paediatric Syrup (Triotemp)	R32.35	1 x 1	14	24	66.01		
49	Paracetamol 120mg/5ml, syrup, alcohol, sugar and tartrazine free, 50ml		Yes	Each	15,583,570	6,780,411	43.51%	Barrs Pharmaceuticals Industries (Pty) Ltd	MAAA0024330	V4890	Barrs Paracetamol Syrup	R3.77	1 x 1	14	150	92.76	189712404	BT
			Yes			5,449,574	34.97%	Resmed Healthcare CC	MAAA0010098	VCEJ2	Cetapon Junior Paediatric Syrup (Triotemp)	R4.70	1 x 1	14	100	74.47		
			Yes			3,353,584	21.52%	Gulf Drug Company (Pty) Ltd	MAAA0009791	VTS03	Painblok Syrup Alcohol and Sugar Free	R5.62	1 x 1	14	150	45.84		
53	Potassium citrate mixture 1.5g/5ml, 200ml		Yes	Each		119,238		Resmed Healthcare CC	MAAA0010098	VCEJ2	Resmed Mist Pot Cit	R15.40	1 x 1	14	50	96.67	189705099	BT
54	Povidone iodine 100mg/ml, solution, 100ml		Yes	Each		149,026		Barrs Pharmaceuticals Industries (Pty) Ltd	MAAA0024330	V4890	Peviderm	R12.62	1 x 1	14	120	92.76	181861436	BT
55	Povidone iodine 100mg/ml, solution, 1L		Yes	Each	627,971	376,783	60%	Barrs Pharmaceuticals Industries (Pty) Ltd	MAAA0024330	V4890	Peviderm	R80.41	1 x 1	14	12	92.76	189712302	BT
			Yes			251,188	40%	B Braun Medical (Pty) Ltd	MAAA0040832	VYL89	PVP-I Solution 1L (DM0501314)	R105.23	1 x 1	7	10	62.22		
56	Povidone iodine 75mg/ml, surgical scrub solution, 1L		Yes	Each		71,969		B Braun Medical (Pty) Ltd	MAAA0040832	VYL89	PVP-I Scrub 1L with pump (DM0501300)	R94.88	1 x 1	7	10	90.00	189712111	BT
57	Prednisolone 15mg/5ml syrup, 50ml		Yes	Each		389,822		Pharmacare Limited	MAAA0008452	V2205	Aspelone Syrup 50ml	R93.22	1 x 1	14	10	90.00	180187762	BT
58	Promethazine 5mg/5ml syrup, 100ml		Yes	Each		28,634		Resmed Healthcare CC	MAAA0010098	VCEJ2	Triomethazine Elixer	R8.60	1 x 1	14	100	96.67	189702847	BT
59	Propylene glycol BP, 2.5 litre		Yes	Each		1,223		Resmed Healthcare CC	MAAA0010098	VCEJ2	Propylene glycol	R376.00	1 x 1	14	5	96.67	189714878	CO
60	Risperidone 1mg/ml oral solution, 30ml		Yes	Each		283,438		Unimed Healthcare (Pty) Ltd	MAAA0444639	V92D6	PMI Risperidone 1 mg/ml	R159.85	1 x 1	14	25	96.24	180968975	BT
62	Sevoflurane liquid, 250ml		Yes	Each		100,769		Safeline Pharmaceuticals (Pty) Ltd	MAAA0002530	VZL63	Sojourn	R911.28	1 x 1	14	72	92.34	180190323	CO
64	Sodium phosphate and Sodium acid phosphate 60mg and 160 mg/ml enema solution, 135ml - 150ml		**No**	Each	714,937	500,456	70%	Adcock Ingram Critical Care (Pty) Ltd	MAAA0010153	V4222	Adco Fosenema 150ml	R18.63	1 x 1	14	10	90.00	189712241	BT
			Yes			214,481	30%	Pharmacare Limited	MAAA0008452	V2205	Lenolax Adult Enema 135ml	R28.97	1 x 1	14	40	40.05		
65	Sorbitol 70% solution, 500ml		Yes	Each		8,702		Resmed Healthcare CC	MAAA0010098	VCEJ2	Sorbitol 70% Solution	R65.08	1 x 1	14	24	96.67	222001045	EA
66	Syrup simplex BP, 2.5L		Yes	Each		4,669		Resmed Healthcare CC	MAAA0010098	VCEJ2	Syrup simplex B.P.	R84.80	1 x 1	14	5	96.67	181777984	CO
68	Valproic acid 200mg/5ml liquid, 300ml		Yes	Each		827,782		Sanofi-Aventis SA (Pty) Ltd	MAAA0009069	V2160	Epilim 200 mg/5 ml Liquid 300 ml	R119.95	1 x 1	14	20	90.00	189709032	BT
69	Vitamin, Multiple syrup, containing per 5ml: Vit. A 3000 iu, Vit. D 400 iu, Vit. B1 (Thiamine) 1.5mg, Vit. B2 (Riboflavine) 1.25mg, Vit. B6 (Pyridoxine) 1mg, Vit. C 50mg, Nicotinamide 10mg, 100ml		Yes	Each	7,949,665	5,564,766	70%	Barrs Pharmaceuticals Industries (Pty) Ltd	MAAA0024330	V4890	Barrs Multivitamin Syrup	R4.25	1 x 1	14	120	92.76	189718286	BT
			Yes			2,384,900	30%	Unimed Healthcare (Pty) Ltd	MAAA0444639	V92D6	Multivitamin Syrup Unimed	R4.73	1 x 1	14	300	86.08		

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70	Vitamin, Multiple oral drops, containing per 0,6ml: Vit. A 3000 - 5000iu, Nicotinamide 10mg, Vit. D 400 iu, Vit. B1 (Thiamine) 1,5mg, Vit. B2 (Riboflavine) 1,2mg, Vit. B6 (Pyridoxine) 0,5 mg, Vit. C 50mg, 25ml, boxed with calibrated dropper		Yes	Each		739,642		Barrs Pharmaceuticals Industries (Pty) Ltd	MAAA0024330	V4890	Kiddyvit	R14.93	1 x 1	14	50	92.76	189700483	BT

LEGEND UNIT OF MEASUE (UOM)	
EA	Each
BT	Bottle
CO	Container

SPECIAL REQUIREMENTS AND CONDITIONS OF CONTRACT

HP12-2023LQ

SUPPLY AND DELIVERY OF PHARMACEUTICAL LIQUIDS, ALCOHOL, ETHER, GLYCERINE AND METHYLATED SPIRITS TO THE DEPARTMENT OF HEALTH FOR THE PERIOD 01 OCTOBER 2023 TO 30 SEPTEMBER 2026

BID VALIDITY PERIOD: 120 DAYS

BID ADVERT DATE: 15 FEBRUARY 2023

CLOSING DATE AND TIME OF BID:

3 APRIL 2023 AT 11H00

NON-COMPULSORY ONLINE BRIEFING SESSION:

MS TEAMS WEBINAR: 24 FEBRUARY 2023 @ 10H00

TABLE OF CONTENTS

ABBREVIATIONS

API	: Active Pharmaceutical Ingredient
BAC	: Bid Adjudication Committee
CPA	: Contract Price Adjustment
CSD	: Central Supplier Database
EAN	: European Article Numbering
GMP	: Good Manufacturing Practice
HDI	: Historically Disadvantaged Individual
MCC	: Medicines Control Council
MHPL	: Master Health Products List
NDoH	: National Department of Health
PPPFA	: Preferential Procurement Policy Framework Act
RoE	: Rate of Exchange
RDP	: Reconstruction and Development Programme
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 be deemed to be non-responsive and may 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, 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) Indicate % ownership of each director listed				
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	SBD6	SBD 6(1) Indicate Preference Points Claimed in table and space provided.				
15	ID-NOFRAN	Certified copies of South African Identification, (RSA ID) – franchise in national elections before the 1983 and 1993				
16	ID-FEMALE	Certified copies of South African Identification, (RSA ID) – Who is female				

Compilation Sequence	Admin Code	Document Name	N/A	Yes	No	Remark
17	ID-DISABILITY	Certified copies of South African Identification, (RSA ID) – Who has a disability				
18	DR-NOTEDISABILITY	Note or documentation from a registered Medical doctor as evidence of disability				
19	ID_RDP SA_OWEND	Certified copies of South African Identification, (RSA ID) for owners of the South African owned enterprise complying with the mandatory administrative and technical requirements of this bid as set out in paragraphs 3 and 4				
20	ID_RDP SARE CERT	Certified copies of the share certificate(s) reflecting the number of shares held by Member(s) and/or Director(s) of the enterprise who claims points for the promotion of South African owned enterprises.				
21	PBD5	PBD5: Good Manufacturing Practice (GMP). Declaration of compliance.				
22	SBD5	SBD5: The National Industrial Participation Programme.				
23	LICMI	Licence to manufacture or import (in the name of the bidder), including all annexures. **Certified copies required**.				
24	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.**				
25	PBD10	PBD 10: Declaration of Compliance with British Pharmacopoeia (B.P.), if applicable				
26	MRC	Medicine Registration Certificates (MRC) with all the associated conditions of registration and **Variation Summary** (if applicable) - **Certified copies.** Note: All MRC's must be marked by the bidder with the relevant item number and be sorted and filed in numerical order.				
27	VARSUM	A valid Variation Summary for any changes on the MRC where applicable as prescribed by SAHPRA GUIDELINE: BAU VARIATIONS COMMUNICATION, latest version				

Compilation Sequence	Admin Code	Document Name	N/A	Yes	No	Remark
28	PBD1	PBD1: Authorisation Declaration **Note: Non-compliance to submission of a valid authorisation declaration, where applicable, may invalidate the bid.**				
29	PBD1.1	PBD 1.1: List of products offered sourced from third party.				
30	PBD1.2	PBD 1.2: Unconditional written undertaking from the third party.				
31	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.				
32	PS	Proof of sample submission.				
33	BL	Bidder`s item list (list of products offered).				
34	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.**				
35	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 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

A non-compulsory online briefing session will be held via a MS Teams Webinar on the 24 February 2023 at 10H00. Bidders who wish to partake are required to register on MS Teams Webinar not later than Thursday, close of business, 23 February 2023, by using the following link.

https://events.teams.microsoft.com/event/74c47ca2-d89c-49f5-85c2-f5daaa53480d@a517371c-f316-484c-ac5c-98b76127790a

It is strongly **recommended** that all prospective bidders submit all enquiries, including possible challenges being experienced with the registration process to tenders@health.gov.za. 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 Preference Points**	**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 product will be evaluated for compliance to the specification.	Bidders will be evaluated w.r.t compliance to HDI and RDP Goals (Price and Preference Points) as per	Recommendation and award

Phase I	Phase II	Phase III	Phase IV
		paragraph 5 of this SRCC	

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 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 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 quoted 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. Tax Clearance Pin to be submitted with the bidder's bid.

It is a condition of this bid that the tax matters of the bidder be in order, or that satisfactory arrangements have been made with SARS to meet the bidder's tax obligations.
It is a requirement that bidders grant confirmation when submitting this bid that SARS may, on an on-going 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 their full CSD Report with their bid.

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.

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

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.

SAHPRA has adopted the European Union (EU) variation classification guideline, with the full details (including the associated exceptions) published in the Variations Addendum for Human and Veterinary Medicines. The purpose of the Digital Variations Portal (DVP) implemented is two-folded:

- Facilitate the submission and processing of Type I variation applications;
- Provide an electronic database of implemented variations for use by Port Health, without the need for industry to wait for amended registration certificates.

Since SAPHRA is not issuing amended MRC's due to the adoption of the above system, all bidders are required to submit, where applicable, a valid variation summary as prescribed by the SAHPRA GUIDLINE: BAU VARIATIONS COMMUNICATION, latest version, as well as a certified copy of the original MRC issues by MCC/SAHPRA

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

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 Contract Manager Tel: 011 628 9131 Gauteng: Medical Supplies Depot Store 3 35 Plunkett Avenue Hurst Hill 2092	Mr Nisaar Mia Pharmaceutical Policy Specialist Tel: 021 483 5800 Western Cape: Department of Health 4th Floor, Cape Medical Depot 16 Chiappini Street Cape Town 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 CRITERIA USED FOR THE ALLOCATION OF PREFERENTIAL POINTS CLAIMED IN TERMS OF THE REVISED PREFERENTIAL PROCUREMENT REGULATIONS (PPPFA), 2022

Preference Points will be evaluated and allocated as prescribed by the revised PPPFA Regulations 2022 which promotes:

1) The empowerment of **Historically Disadvantaged Individuals (HDI)** which, means South African citizens –
   a. Who, due to the apartheid policy that had been in place, had no franchise in national elections prior to the introduction of the Constitution of the Republic of South Africa,1983 (Act No 110 of 1983) or the Constitution of the Republic of South Africa,1993 (Act No 200 of 1993) ("the Interim Constitution"); and / or
   b. Who is a female; and / or
   c. Who has a disability.
2) Promotion of specific **Reconstruction and Development Programme (RDP) goals** in the public procurement environment: "specific goals" means - specific goals as contemplated in section 2(1)(d) of the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000). which may include contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender and disability **including the implementation of programmes of the Reconstruction and Development Programme** as published in Government Gazette No. 16085 dated 23 November 1994;

5.1.1 HDI AND RDP GOAL POINTS CLAIMABLE FOR THIS TENDER

- **HDI Promotion and points claimable:**

No	Description	Claimable Points
1	Who had no franchise in national elections before the 1983 and 1993 Constitutions	4
2	Who is a female	2
3	Who has a disability	2

- **RDP Goal for this tender and points claimable:**

  Points will only be allocated to South African owned enterprises who complies with the mandatory administrative and technical requirements of this bid as set out in paragraphs 3 and 4 of this bid.

No	Description	Claimable Points
1	The promotion of South African owned enterprises	2

5.1.2 CLAIMS MADE AGAINST HDI AND THE RDP GOAL MUST BE SUPPORTED BY EVIDENCE BASED DOCUMENTATION

Ay bidder who wishes to claim preference points in accordance with the HDI and RDP framework can only do so if:

- the enterprise complies with the mandatory administrative and technical requirements of this bid as set out in paragraphs 3 and 4;

The bidder must submit the following supporting documents to substantiate its claims with respect to **HDIs:**

- Certified copies of South African Identification, (RSA ID) of HDI's who had no franchise in national elections before the 1983 and 1993 Constitutions;
- Certified copies of South African Identification, (RSA ID) of HDIs who is a female;
- Certified copies of South African Identification, (RSA ID) of HDI's who has a disability as well as a certified copy of a registered Medical Doctor's note or document as evidence of the disability.

The bidder must submit the following supporting documents to substantiate its claims with respect to RDP goal: **Promotion of South African owned enterprises**

- Certified copies of South African Identification, (RSA ID) **for owners** of the South African owned enterprise complying with the mandatory administrative and technical requirements of this bid as set out in paragraphs 3 and 4;
- The share certificate(s) reflecting the number of shares held by Member(s) and/or Director(s) of the enterprise who claims points for the promotion of South African owned enterprises.

Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for HDIs and promotion of South African owned enterprises with this bid, will be interpreted to mean that preference points for specific goals are not claimed.

The National Department of Health (NDoH) reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the NDoH.

5.2 FORMULAE - PREFERENCE POINT SYSTEM TO BE APPLIED IN THIS TENDER

5.2.1 FORMULA FOR PRICE (90)

The 90/10 preference point system will be applied in this tender to allocate points for price. This system is applied for acquisition of goods or services with a Rand value **above R50 000 000 (all applicable taxes included).** The points for price shall be allocated the following manner: Responsive bids will be adjudicated by the NDoH on the 90/10-preference point system in terms of which points for price will be awarded to bidders on the basis of:

- The bid price (maximum 90 points)
- The following formula will be used to calculate the points for price:

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

5.2.2 FORMULA FOR PREFERENCE POINTS (10)

The formula as prescribed In terms of the Preferential Procurement Policy Framework Act, No 5 of 2000, paragraphs 13(5) (a)-(c) will be applied to calculate preference points as follows:

$$NEP = NOP\ x\ \frac{EP}{100}$$

Where

NEP = Points awarded for equity ownership by an HDI

NOP = The maximum number of points awarded for equity ownership by an HDI

EP = The percentage of equity ownership of and HDI within the enterprise of business, determined in accordance with sub-regulations 13(1), (2), (3) and (4) of the Preferential Procurement Policy Framework Act, No 5 of 2000.

5.3 OTHER CLAIMS

- Equity claims for a Trust may only be allowed in respect of those persons who are both trustees and beneficiaries and who are actively involved in the management of the Trust.
- A Consortium if a Joint Venture may, based on the percentage of the contract value managed or executed by their HDI members, be entitled to equity ownership in respect of HDI.
- The number of points scored for a Consortium or a Joint Venture must be added to the number of points scored for achieving a specified goal.

The preference points claimed, validated and allocated, must be added to the points scored for price, in order to establish the total number of points scored

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 **certified copy** of the original license to manufacture medicines, including all annexures for **local manufacturing sites listed on the MRC** 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 ink in the spaces provided within the document.
All bid documents must be initialed at the bottom of each page in black 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 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 may 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 certificates. Certified copies of registration certificates Proof of company ceding mergers, acquisition and name changes including shareholding certificates to claim for preference points for RDP goal: Promotion of South African owned enterprises.
- 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.
- SBD 6(1) Indicate Preference Points Claimed in table and spaces provided.
- Certified copies of South African Identification, (RSA ID) – franchise in national elections before the 1983 and 1993.
- Certified copies of South African Identification, (RSA ID) – Who is female
- Certified copies of South African Identification, (RSA ID) – Who has a disability
- Certified copies of South African Identification, (RSA ID) for owners of the South African owned enterprise complying with the mandatory administrative and technical requirements of this bid as set out in paragraphs 3 and 4
- Certified copies of the share certificate(s) reflecting the number of shares held by Member(s) and/or Director(s) of the enterprise who claims points for the promotion of South African owned enterprises.
- Note or documentation from a registered Medical doctor as evidence of disability
- PBD5: Good Manufacturing Practice (GMP). Declaration of compliance.
- 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 a**s listed on the MRC of the bidder (applicant). Certified copies required.
- PBD 10: Declaration of Compliance with British Pharmacopoeia (B.P.), if applicable.
- Medicine Registration Certificates (MRC) with all the associated conditions of registration, and Variation Summary (if applicable) - Certified copies required.
- A valid Variation Summary for any changes on the MRC where applicable as prescribed by SAHPRA GUIDELINE: BAU VARIATIONS COMMUNICATION, latest version.
- PBD1: Authorization Declaration: Non-compliance to submission of a valid authorisation declaration, where applicable, may invalidate the bid.
- 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 ink, typed. Where no electronic entry field is provided bidders must complete the forms in black ink, handwritten. All bid documents must be signed in ink in the spaces provided within the document. All bid documents must be initialed at the bottom of each page in 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 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 authorized 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 24 February 2023 at 10H00.
Bidders who wish to partake are required to register on MS Teams Webinar not later than Thursday, close of business, 23 February 2023.

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 RDP Goals and HDI 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 three years starting from 01 October 2023 to 30 September 2026.

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

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
B	< 5 points	60/40
C	>5-10 points	70/30
D	>10-20 points	80/20
E	>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

19.3 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 classes are not applicable for this tender.

19.4 SERIES AWARDS

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

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

Series Awards are not applicable for this tender.

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, 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 August 2022 to 31 January 2023
Rand per US Dollar	**R17.37**
Rand per Br Pound	**R20.46**
Rand per Euro	**R17.76**
Rand per Yuan Renminbi	**R2.48**
Rand per Danish Krone	**R2.38**
Rand per Indian Rupee	**R0.21**

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 August 2022 to 31 January 2023 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	03 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
4	01 April 2025 - 30 September 2025	03 October 2025	01 November 2025
5	01 October 2025 - 31 March 2026	03 April 2026	01 May 2026

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 - 31 June 2024	03 July 2024	01 August 2024
2.1	01 October 2024 - 31 December 2024	03 January 2025	01 February 2025
3.1	01 April 2025 - 31 June 2025	03 July 2025	01 August 2025
4.1	01 October 2024 - 31 December 2024	03 January 2026	01 February 2026
5.1	01 April 2025 - 30 June 2025	03 July 2026	01 August 2026

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	03 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
4	01 July 2025 - 30 September 2025	03 October 2025	01 November 2025
5	01 January 2026 - 31 March 2026	03 April 2026	01 May 2026

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, authorized 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 Master Health Product List (MHPL).
- 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 mustbe 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 lettersnot 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 Health Product List (MHPL),
  - 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 coloured 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 Health Products List (MHPL);
  - 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 formula will 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 beinvoiced 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