



# health

Department:  
Health  
REPUBLIC OF SOUTH AFRICA

Private Bag X828, PRETORIA, 0001. Civitas Building Cnr Thabo Sehume & Struben Streets, PRETORIA 0001  
Directorate: Affordable Medicines, Tel: (012) 395 8530 Fax: (012) 395 8823/4

Enquiries: [tenders@health.gov.za](mailto:tenders@health.gov.za)

Ref: HP02-2019AI

**HP02-2019AI: SUPPLY AND DELIVERY OF ANTI-INFECTIVE MEDICINES (ANTIBIOTICS, ANTIFUNGAL, ANTIPROTOZOAL AND ANTIVIRAL AGENTS) TO THE DEPARTMENT OF HEALTH FOR THE PERIOD 1 OCTOBER 2019 TO 30 SEPTEMBER 2021**

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 are in 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 provincial Departments of Health will participate in this contract:

PARTICIPANTS	CONTACT PERSON	TEL NO	E-MAIL
Eastern Cape	Mr C Dlova	(047) 532-5536	mncedisi.dlova@echealth.gov.za
Free State	Ms M Smits	(051) 411-0525	smitsm@fshealth.gov.za
Gauteng	Mr DS Malele	(011) 628-9131	dumisane.malele@gauteng.gov.za
Kwazulu-Natal	Ms S Hlongwana	(031) 469-8305	simangele.hlongwana@kznhealth.gov.za
Limpopo	Mr TS Rasekele	(015) 223-9065	rassolly@gmail.com
Mpumalanga	Mr T Moralo	(013) 283-9001	tshegofatsom@mpuhealth.gov.za
North West	Mr M Gutta	(018) 384-4838	mgutta@nwpg.gov.za
Northern Cape	Ms E Delpor	(053) 830-2717	edelpor@ncpg.gov.za
Western Cape	Mr N Mia	(021) 483-5800	nisaar.mia@westerncape.gov.za

*K Jamaloodien*

**K JAMALOODIEN**  
**DIRECTOR: AFFORDABLE MEDICINES**  
**For: DIRECTOR-GENERAL: HEALTH**  
**DATE: 25/9/2019**



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## 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 DETAIL

Bidder	Supplier Code	CSD Code	Postal Address	Contact Person	Telephone / Cellphone Number	E-mail
Adcock Ingram Critical Care (Pty) Ltd	V4222	MAAA0010153	P O Box 6888 <b>AEROTON</b> 2000	Mr V Matshidza	(011) 494-8129 (079) 894-7873	criticalcare.tenders@adcock.com vusani.Matshidza@adcock.com
Adcock Ingram Healthcare (Pty) Ltd	V2272	MAAA0036413	Private Bag X69 <b>BRYANSTON</b> 2021	Mr L Fourie	(011) 635-0671 (083) 735-2007	louis.fourie@adcock.com
Astellas Pharma (Pty) Ltd	V0L15	MAAA0006887	P O Box 2446 <b>BEDFORDVIEW</b> 2008	Mr D Haynes  A Silinda	(011) 615-9433 (083) 269-4688	derek.haynes@astellas.com  agreement.silinda@astellas.com

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Aurobindo Pharma (Pty) Ltd	V1MV2	MAAA0039785	P O Box 343 <b>PARKLANDS</b> 2121	Mr MZ Omar  Mr TJ Stokes	(011) 867-9100 (073) 172-7877  (071) 607-0407	muhammed.omar@aurobindo.com  jacobus.stokes@aurobindo.com
Austell Laboratories (Pty) Ltd	V1A10	MAAA0034946	P O Box 1110 <b>CROWN MINES</b> 2025	Mr MI Mahomed	(011) 611-1400 (083) 633-8781	irefaanm@austell.co.za
Barrs Pharmaceuticals Industries (Pty) Ltd	V4890	MAAA0024330	P O Box 7348 Roggebaai <b>NDABENI</b> 8012	Ms A Le Roux	(021) 531-6601 (083) 582-1897	alfreda@barrs.co.za
Bayer (Pty) Ltd	V6390	MAAA0009623	P O Box 143 <b>ISANDO</b> 1600	Ms B Seboko	(011) 921-5376	zabayerpricing@bayer.com
Biotech Laboratories (Pty) Ltd	VUV35	MAAA0029826	Suite 150 Private Bag X65 <b>HALFWAY HOUSE</b> 1685	Ms M Burstein	(011) 848-3050 (083) 285-8699	tenders@biotechlabs.co.za
Cipla Medpro South Africa (Pty) Ltd	VXZ32	MAAA0006605	P O Box 32003 <b>MOBENI WEST</b> 4052	Mr W Maritz	(011) 315-9150 (082) 887-4926	willem.maritz@cipla.com
Dezzo Trading 392 (Pty) Ltd	V05Y6	MAAA0006141	P O Box 725 <b>LAWLEY</b> 1824	Ms A Jezile	(011) 036-9586 (067) 776-1212	andiswa.jezile@ascendishealth.com
Gulf Drug Company (Pty) Ltd	VTS03	MAAA0009791	P O Box 754 <b>MOUNT EDGECOMBE</b> 4302	Mr K Moonsamy	(031) 538-8700 (083) 779-1321	kevinm@gulfdrug.co.za

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Hetero Drugs South Africa (Pty) Ltd	VB2N1	MAAA0323938	252 Jean Avenue Building 6, Unit 17 & 18 Jean Park Chambers <b>LYTTELTON</b> 0157	Mr N Johnson	(012) 644-1220 (082) 388-7226	johnson.n@heterodrugs.com
Fresenius Kabi South Africa (Pty) Ltd	VAJL3	MAAA0007374	P O Box 4156 <b>HALFWAY HOUSE</b> 1685	Ms J Terblanche Ms A Nel	(011) 545-0000 (086) 020-3900	jeannine.terblanche@fresenius-kabi.com orders.fksa@fresenius-kabi.com
Litha Pharma (Pty) Ltd	VGS73	MAAA0009244	P O Box 8356 <b>MIDRAND</b> 1685	Mr A Reddy Ms R Augustine	(066) 304-6900	trevor.reddy@acino.swiss ronelle.augustine@acino.swiss state_z@acino.swiss
Medivision (Pty) Ltd	V20D5	MAAA0002347	P O Box 777 <b>KELVIN</b> 2054	Ms V Desai	(010) 492-3809 (083) 236-7123	vibha@avakash.net
MSD (Pty) Ltd	V2185	MAAA0077142	Private Bag 3 <b>HALFWAY HOUSE</b> 1685	Mr H Vassan	(011) 655-3157 (072) 652-8951	harshen.vassan@merck.com
Mylan (Pty) Ltd	V3PS6	MAAA0081441	Private Bag X10010 <b>EDENVALE</b> 1610	Mr K Ekhambaram	(011) 451-1300 (071) 473-3900	kumaraswamy.ekhambaram@mylan.in
Novartis South Africa (Pty) Ltd	VBVW2	MAAA0006317	The Novartis Building Magwa Crescent West Waterval City Jukskei View <b>MIDRAND</b> 2090	Ms F Vahed	(011) 347-6645 (083) 997-3131	fareeya.vahed@novartis.com
Oethmaan Biosims (Pty) Ltd	V91P2	MAAA0437774	P O Box 421001 <b>FORDSBURG</b> 2033	Mr M Bodhanian Ms M Kandan	(011) 433-0602 (083) 325-3741	mbodhanian@oethmaan.co.za orders@oethmaan.co.za

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Pfizer Laboratories (Pty) Ltd	V2189	MAAA0019202	P O Box 783720 <b>SANDTON</b> 2196	Mr T Mnguni	(011) 320-6000 (082) 307-9658	themba.mnguni@pfizer.com
Pharmacare Limited	V2205	MAAA0008452	P O Box 1593 <b>GALLOW MANOR</b> 2052	Mr I Mathe	(010) 529-1590 (083) 298-4336	imathe@aspenpharma.com
Pharma-Q (Pty) Ltd	V1NK1	MAAA0016762	Private Bag X09 <b>INDUSTRIA WEST</b> 1710	Ms S Gangat Mr H Sithole	(011) 247-1600	sgangat@pharmaq.co.za hsithole@pharmaq.co.za
Resmed Healthcare cc	VCEJ2	MAAA0010098	P O Box 65409 <b>RESERVOIR HILLS</b> 4091	Mr LS Singh	(031) 577-7258 (079) 947-1789	lal@resmend.co.za
Roche Products (Pty) Ltd	V2177	MAAA0007487	P O Box 55922 <b>ILLOVO</b> 0005	Mr M Maltasi Mr M Sokanyile	(011) 502-5058 (011) 502 5061 (082) 575-7515	llovo.sales_orders@roche.com mongezi.sokanyile@roche.com
Sandoz South Africa (Pty) Ltd	VVZ69	MAAA0011663	P O Box 154 <b>ISANDO</b> 1600	Ms R Moodley	(011) 929-9002 (083) 704-1806	renee.moodley@sandoz.com
Sanofi-Aventis South Africa (Pty) Ltd	V2160	MAAA0009069	2 Bond Street <b>MIDRAND</b> 1685	Mr J Maharaj	(011) 847-5264 (082) 943-3952	jaidev.maharaj@sanofi.com
Unimed Healthcare (Pty) Ltd	V92D6	MAAA0444639	Private Bag X12 <b>PRETORIA WEST</b> 0117	Mr A Bera  Mr H Asmall Mr F Shaikjee	(012) 306-1830 (083) 647-7860 (081) 552-1283 (082) 098-4786	arshad@unimedhealthcare.co.za  husayn@unimedhealthcare.co.za orders@unimedhealthcare.co.za

Item No	Item Specification	Estimate	Quantity Awarded	%Split	Registered Legal Name of Bidder	Central Supplier Database Number	Supplier Code V-Number	Registered Product Name	Delivered Price in ZAR	Pack Size Offered: Unit Pack	Lead-Time (≤ 14 calendar days)	MOQ	Total Score	National Stock Number	UOM
1	Aciclovir 200mg dispersible tablet, 25 dispersible tablets		532,953		Cipla Medpro South Africa (Pty) Ltd	MAAA0006605	VXZ32	Acitab-200 DT	R10.81	1 x 25	14	100	96.00	180256112	CO
4	Aciclovir 400mg dispersible tablets, 60 or 70 dispersible tablets  <b>Product Awarded: Aciclovir 400mg dispersible tablets, 60 dispersible tablets</b>		401,644		Cipla Medpro South Africa (Pty) Ltd	MAAA0006605	VXZ32	Acitab-400 DT	R43.20	1 x 60	14	20	96.00	181927637	CO
7	Albendazole 400mg tablet, 1 tablet		2,281,778		Dezzo Trading 392 (Pty) Ltd	MAAA0006141	V05Y6	WORMADOLE	R5.15	1 x 1	14	200	99.00	181823255	CO
8	Amikacin 100 mg injection		134,750		Fresenius Kabi South Africa (Pty) Ltd	MAAA0007374	VAJL3	AMIKACIN FRESENIUS 100 mg/2 ml	R8.58	1 x 1	14	10	91.00	189708790	VI
9	Amikacin 250 mg injection		34,510		Fresenius Kabi South Africa (Pty) Ltd	MAAA0007374	VAJL3	AMIKACIN FRESENIUS 250mg/2 ml	R10.03	1 x 1	14	10	91.00	189708789	VI
10	Amikacin 500 mg injection		256,640		Fresenius Kabi South Africa (Pty) Ltd	MAAA0007374	VAJL3	AMIKACIN FRESENIUS 500 mg/2 ml	R11.38	1 x 1	14	10	91.00	189708024	VI
11	Amoxicillin 125mg/5ml suspension, 100ml	4,697,010	1,784,864	38%	Dezzo Trading 392 (Pty) Ltd	MAAA0006141	V05Y6	AMYN S 125	R6.08	1 x 1	14	100	99.00	189704685	BT
			1,737,894	37%	Unimed Healthcare (Pty) Ltd	MAAA0444639	V92D6	Amoxicillin 125 mg/5 ml Suspension Unimed	R6.44	1 x 1	14	100	94.67		
			1,174,253	25%	Mylan (Pty) Ltd	MAAA0081441	V3PS6	Zoxil S	R7.99	1 x 1	14	24	65.73		
12	Amoxicillin 250mg capsule, 100 capsules		8,800		Dezzo Trading 392 (Pty) Ltd	MAAA0006141	V05Y6	MOXYMAX 250	R30.05	1 x 100	14	100	99.00	189710338	CO
13	Amoxicillin 250mg capsule, 15 capsules	7,010,980	2,453,843	35%	Dezzo Trading 392 (Pty) Ltd	MAAA0006141	V05Y6	MOXYMAX 250	R4.36	1 x 15	14	600	99.00	180198245	PG
			2,313,623	33%	Unimed Healthcare (Pty) Ltd	MAAA0444639	V92D6	Indo Amoxycillin 250	R4.77	1 x 15	14	600	91.54		
			2,243,514	32%	Oethmaan Biosims (Pty) Ltd	MAAA0437774	V91P2	Amoxycillin 250 Oethmaan	R4.85	1 x 15	14	180	89.89		
14	Amoxicillin 250mg/5ml suspension, 100ml	7,477,010	2,766,494	37%	Dezzo Trading 392 (Pty) Ltd	MAAA0006141	V05Y6	AMYN SF 250	R8.12	1 x 1	14	100	99.00	189706340	BT
			2,691,724	36%	Unimed Healthcare (Pty) Ltd	MAAA0444639	V92D6	Amoxicillin 250 mg/5 ml Suspension Unimed	R8.27	1 x 1	14	100	98.34		
			2,018,793	27%	Mylan (Pty) Ltd	MAAA0081441	V3PS6	Zoxil SF	R9.99	1 x 1	14	24	73.27		
15	Amoxicillin 500mg capsule, 15 capsules	14,402,845	5,473,081	38%	Dezzo Trading 392 (Pty) Ltd	MAAA0006141	V05Y6	MOXYMAX 500	R6.70	1 x 15	14	600	99.00	180292354	PG
			4,896,967	34%	Oethmaan Biosims (Pty) Ltd	MAAA0437774	V91P2	Ultramax 500	R7.65	1 x 15	14	180	87.24	180292354	PG
			4,032,797	28%	Mylan (Pty) Ltd	MAAA0081441	V3PS6	Zoxil 500	R8.29	1 x 15	14	24	72.64	180292354	PG
16	Amoxicillin 500mg capsules, 100 capsules		130,880		Dezzo Trading 392 (Pty) Ltd	MAAA0006141	V05Y6	MOXYMAX 500	R46.20	1 x 100	14	100	99.00	189710500	CO
17	Amoxicillin and Clavulanic acid 1000/200mg, injection		8,807,610		Gulf Drug Company (Pty) Ltd	MAAA0009791	VTS03	GULF AMOXY CO 1000/200	R20.90	1 x 1	14	11,520	91.00	180057867	VI

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18	Amoxicillin and Clavulanic acid 125mg and 31.25mg/5ml suspension, 100ml		1,535,950		Sandoz South Africa (Pty) Ltd	MAAA0011663	VVZ69	Sandoz Co-Amox S 156mg	R22.69	1 x 1	14	100	91.00	180002781	BT
19	Amoxicillin and Clavulanic acid 250/125mg capsule/tablet, 15 capsules/tablets  <b>Products awarded:</b> <b>Amoxicillin and Clavulanic acid 250/125mg tablet, 15 tablets</b>	3,437,277	3,093,549	90%	Aurobindo Pharma (Pty) Ltd	MAAA0039785	V1MV2	Auro Amoxiclav 375 mg	R20.82	1 x 15	14	1	95.00	189714965	CO
			343,728	10%	Sandoz South Africa (Pty) Ltd	MAAA0011663	VVZ69	Sandoz Co-Amox 375mg 15's	R25.74	1 x 15	14	100	69.73		
20	Amoxicillin and Clavulanic acid 250mg and 62.5mg/5ml suspension, 100ml		1,041,910		Mylan (Pty) Ltd	MAAA0081441	V3PS6	Clementin SF	R28.92	1 x 1	14	24	91.18	180002786	BT
21	Amoxicillin and Clavulanic Acid 400mg and 57mg/5ml suspension, 70ml		81,618		Austell Laboratories (Pty) Ltd	MAAA0034946	V1A10	Austell Co Amoxiclav BDSF	R29.57	1 x 1	14	30	99.00	222000017	CO
22	Amoxicillin and Clavulanic acid 500/100mg, injection		1,574,420		Sandoz South Africa (Pty) Ltd	MAAA0011663	VVZ69	Sandoz Co-amoxyclav 0,6 g/20 ml	R16.30	1 x 1	14	100	91.00	180158719	VI
25	Amoxicillin and Clavulanic acid 875/125mg capsule/tablet, 10 capsules/tablets  <b>Products Awarded:</b> <b>Amoxicillin and Clavulanic acid 875/125mg tablet, 10 tablets</b>	2,006,686	1,204,012	60%	Aurobindo Pharma (Pty) Ltd	MAAA0039785	V1MV2	Auro Amoxiclav 1000 mg	R23.94	1 x 10	14	1	94.28	181854324	CO
			802,674	40%	Sandoz South Africa (Pty) Ltd	MAAA0011663	VVZ69	Sandoz Co-amoxyclav 1000mg	R23.75	1 x 1	14	100	91.00		
27	Ampicillin 250mg injection	2,325,635	1,860,508	80%	Unimed Healthcare (Pty) Ltd	MAAA0444639	V92D6	Ampicillin 250 Injection Unimed	R7.13	1 x 1	14	600	100.00	189702886	VI
			465,127	20%	Fresenius Kabi South Africa (Pty) Ltd	MAAA0007374	VAJL3	AMPICILLIN FRESENIUS 250 mg	R7.55	1 x 1	14	100	85.70		
28	Ampicillin 500mg injection	8,305,750	6,644,600	80%	Unimed Healthcare (Pty) Ltd	MAAA0444639	V92D6	Ampicillin 500 Injection Unimed	R8.28	1 x 1	14	600	100.00	189702887	VI
			1,661,150	20%	Fresenius Kabi South Africa (Pty) Ltd	MAAA0007374	VAJL3	AMPICILLIN FRESENIUS 500 mg	R8.94	1 x 1	14	100	83.83		
29	Anidulafungin 100 mg injection		322		Pfizer Laboratories (Pty) Ltd	MAAA0019202	V2189	Eraxis 100 mg	R1,145.00	1 x 1	14	1	91.00	222000934	VI
30	Artemether and Lumefantrine 20/120mg tablet, 24 tablets		155,560		Novartis South Africa (Pty) Ltd	MAAA0006317	VBVW2	Coartem	R64.16	1 x 24	7	1	91.00	180958902	CO
32	Azithromycin 200mg/5ml suspension, 15ml		732,561		Pfizer Laboratories (Pty) Ltd	MAAA0019202	V2189	Zithromax 200 mg/5 ml	R44.68	1 x 1	14	1	91.00	180123451	BT
33	Azithromycin 250mg tablet/capsule, 3 tablets/capsules  <b>Product Awarded:</b> <b>Azithromycin 250mg capsule, 3 capsules</b>		903,390		Dezzo Trading 392 (Pty) Ltd	MAAA0006141	V05Y6	Varimax 250mg	R9.09	1 x 3	14	90	99.00	181905533	CO
34	Azithromycin 500mg injection		67,460		Cipla Medpro South Africa (Pty) Ltd	MAAA0006605	VXZ32	Cipla Azithromycin 500 INJ	R47.41	1 x 1	14	20	96.00	181839842	VI

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35	Azithromycin 500mg tablet/capsule, 2 tablets/capsules  <b>Products Awarded:</b> <b>Azithromycin 500mg tablet, 2 tablets</b>	1,947,364	1,168,418	60%	Austell Laboratories (Pty) Ltd	MAAA0034946	V1A10	Austell Azithromycin 500mg	R7.96	1 x 2	14	100	97.51	181886851	CO
			778,946	40%	Biotech Laboratories (Pty) Ltd	MAAA0029826	VUV35	AZITHROMYCIN 500 BIOTECH TABS 2	R7.83	1 x 2	14	1	95.00		
36	Azithromycin 500mg tablet/capsule, 3 tablets/capsules  <b>Product Awarded:</b> <b>Azithromycin 500mg tablet, 3 tablets</b>	5,809,499	2,265,705	39%	Austell Laboratories (Pty) Ltd	MAAA0034946	V1A10	Austell Azithromycin 500mg	R8.13	1 x 3	14	100	99.00	180291039	CO
			1,975,230	34%	Biotech Laboratories (Pty) Ltd	MAAA0029826	VUV35	AZITHROMYCIN 500 BIOTECH TABS 3	R8.74	1 x 3	14	10	88.25		
			1,568,565	27%	Cipla Medpro South Africa (Pty) Ltd	MAAA0006605	VXZ32	Cipla Azithromycin 500	R10.58	1 x 3	14	60	68.88		
46	Cefalexin 500mg capsule/tablet, 20 capsules/tablets  <b>Pack size offered:</b> <b>Cefalexin 500mg tablet, 20 tablets</b>		18,900		Aurobindo Pharma (Pty) Ltd	MAAA0039785	V1MV2	Auro Cefalexin Tablets 500 mg	R38.00	1 x 20	14	1	95.00	222000935	CO
47	Cefazolin 1g injection	2,766,430	1,659,858	60%	Litha Pharma (Pty) Ltd	MAAA0009244	VGS73	ZEFKOL 1.0G INJECTION	R7.57	1 x 10	14	10	96.00	180113691	VI
			1,106,572	40%	Oethmaan Biosims (Pty) Ltd	MAAA0437774	V91P2	Cefazolin 1g Oethmaan	R8.22	1 x 1	14	24	92.27		
48	Cefazolin 500mg injection	1,040,320	624,192	60%	Oethmaan Biosims (Pty) Ltd	MAAA0437774	V91P2	Cefazolin 500mg Oethmaan	R5.75	1 x 1	14	24	100.00	189708784	VI
			416,128	40%	Litha Pharma (Pty) Ltd	MAAA0009244	VGS73	ZEFKOL 0,5G INJECTION	R5.79	1 x 10	14	10	95.37		
49	Cefepime 1g injection		64,010		Aurobindo Pharma (Pty) Ltd	MAAA0039785	V1MV2	Auro Cefepime Injection 1000 mg	R49.00	1 x 1	14	1	95.00	180186466	VI
50	Cefepime 2g injection		35,770		Aurobindo Pharma (Pty) Ltd	MAAA0039785	V1MV2	Auro Cefepime Injection 2000 mg	R99.00	1 x 1	14	1	95.00	180187880	VI
51	Cefotaxime 1g injection		481,720		Oethmaan Biosims (Pty) Ltd	MAAA0437774	V91P2	Cefotaxime 1g Oethmaan	R6.10	1 x 1	14	24	100.00	189708190	VI
52	Cefotaxime 500mg injection		326,340		Oethmaan Biosims (Pty) Ltd	MAAA0437774	V91P2	Cefotaxime 0.5g Oethmaan	R4.26	1 x 1	14	24	100.00	189708788	VI
53	Ceftazidime 1g injection		56,856		Oethmaan Biosims (Pty) Ltd	MAAA0437774	V91P2	Ceftazidime 1g Oethmaan	R26.39	1 x 1	14	24	99.79	189708786	VI
54	Ceftazidime 2g injection		9,680		Litha Pharma (Pty) Ltd	MAAA0009244	VGS73	TAZIJECT 2.0G INJECTION	R48.94	1 x 10	14	10	96.00	180374734	VI



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55	Ceftriaxone 1g injection	9,329,722	3,358,700	36%	Oethmaan Biosims (Pty) Ltd	MAAA0437774	V91P2	Rocef 1g	R5.73	1 x 1	14	24	100.00	181750482	VI
			3,358,700	36%	Dezzo Trading 392 (Pty) Ltd	MAAA0006141	V05Y6	KOCEF-1000	R5.73	1 x 1	14	300	99.00		
			2,612,322	28%	Litha Pharma (Pty) Ltd	MAAA0009244	VGS73	ROCIJECT 1.0G INJECTION	R6.85	1 x 10	14	10	78.41		
56	Ceftriaxone 250mg injection		4,988,660		Dezzo Trading 392 (Pty) Ltd	MAAA0006141	V05Y6	KOCEF-250	R3.89	1 x 1	14	300	99.00	181775872	VI
57	Ceftriaxone 2g injection		50,600		Oethmaan Biosims (Pty) Ltd	MAAA0437774	V91P2	Rocef 2g	R12.08	1 x 1	14	12	100.00	189712330	VI
58	Ceftriaxone 500mg injection	2,765,330	2,488,797	90%	Oethmaan Biosims (Pty) Ltd	MAAA0437774	V91P2	Rocef 0.5g	R4.84	1 x 1	14	24	100.00	181750480	VI
			276,533	10%	Litha Pharma (Pty) Ltd	MAAA0009244	VGS73	ROCIJECT 0.5MG INJECTION	R5.93	1 x 10	14	10	75.73		
61	Chloramphenicol 1% eye ointment, 3.5g		6,668,389		Pharmacare Limited	MAAA0008452	V2205	Chloramex Eye Ointment 3.5g	R9.37	1 x 1	14	100	95.00	189700731	TU
62	Ciprofloxacin 250mg tablet, 10 tablets		702,340		Biotech Laboratories (Pty) Ltd	MAAA0029826	VUV35	BIOTECH CIPROFLOXACIN 250 mg 10's	R3.64	1 x 10	14	500	95.00	189762972	CO
63	Ciprofloxacin 2mg/ml injection, 200ml		77,400		Fresenius Kabi South Africa (Pty) Ltd	MAAA0007374	VAJL3	CIPROFLOXACIN FRESENIUS 2 mg/ml 200 ml	R31.14	1 x 1	14	10	91.00	180185726	BT
65	Ciprofloxacin 3mg/ml eye drops, 5ml		241,030		Medivision (Pty) Ltd	MAAA0002347	V20D5	Ceprolen Eye Drops	R19.00	1 x 1	14	48	99.00	180073995	BT
66	Ciprofloxacin 500mg tablet, 10 tablets	2,412,023	2,170,821	90%	Biotech Laboratories (Pty) Ltd	MAAA0029826	VUV35	BIOTECH CIPROFLOXACIN 500 mg 10's	R4.73	1 x 10	14	400	95.00	189763034	CO
			241,202	10%	Cipla Medpro South Africa (Pty) Ltd	MAAA0006605	VXZ32	Ciploxx 500	R6.73	1 x 10	14	210	57.95		
67	Ciprofloxacin oral suspension 250mg/5ml 100ml	120,700	60,350	50%	Bayer (Pty) Ltd	MAAA0009623	V6390	Ciprobay Suspension	R218.50	1 x 1	14	1	90.00	180302525	BT
68	Clarithromycin 250mg/5ml suspension, 50/60ml  <b>Product Awarded: Clarithromycin 250mg/5ml suspension, 50ml</b>		6,230		Sandoz South Africa (Pty) Ltd	MAAA0011663	VVZ69	Clarihexal 250mg Susp	R58.49	1 x 1	14	100	91.00	180157310	BT
70	Clindamycin 150mg capsule, 100 capsules		2,416		Pfizer Laboratories (Pty) Ltd	MAAA0019202	V2189	Dalacin C 150 mg	R296.95	1 x 1	14	1	91.00	189712138	CO
71	Clindamycin 150mg capsule, 20 capsules		78,840		Pfizer Laboratories (Pty) Ltd	MAAA0019202	V2189	Dalacin C 150 mg	R41.08	1 x 1	14	1	91.00	180103949	CO
72	Clindamycin 600mg injection		190,980		Pharma-Q (Pty) Ltd	MAAA0016762	V1NK1	Pharma-Q Clindamycin	R13.18	1 x 10	14	50	93.00	189710888	AM
73	Clotrimazole 1% cream, 20g	4,296,301	2,577,781	60%	Barrs Pharmaceuticals Industries (Pty) Ltd	MAAA0024330	V4890	Clotrimazole 1% cream, 20g (Closcript Topical)	R3.95	1 x 1	14	224	95.94	189705118	TU
			1,718,520	40%	Biotech Laboratories (Pty) Ltd	MAAA0029826	VUV35	Clotrimazole Topical Biotech	R3.82	1 x 1	14	1	95.00		
74	Clotrimazole 500mg vaginal tablet, Unit pack: 1 tablet and applicator		1,134,782		Pharmacare Limited	MAAA0008452	V2205	Candizole Vaginal Tabs 500mg	R11.97	1 x 1	14	80	95.00	189710836	CO

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75	Clotrimazole 500mg/50g vaginal cream, Unit pack: 50g tube + 6 applicators	499,850	449,865	90%	Barrs Pharmaceuticals Industries (Pty) Ltd	MAAA0024330	V4890	Clotrimazole 1% cream, 20g (Closcript Vaginal)	R12.79	1 x 1	14	100	99.00	181932694	CO
			49,985	10%	Biotech Laboratories (Pty) Ltd	MAAA0029826	VUV35	Clotrimazole Biotech Vaginal	R15.30	1 x 1	14	1	77.34		
76	Cloxacillin 250mg injection		845,501		Fresenius Kabi South Africa (Pty) Ltd	MAAA0007374	VAJL3	CLOXACILLIN FRESENIUS 250 mg	R11.11	1 x 1	14	50	91.00	189705615	VI
77	Cloxacillin 500mg injection		2,856,721		Fresenius Kabi South Africa (Pty) Ltd	MAAA0007374	VAJL3	CLOXACILLIN FRESENIUS 500 mg	R12.12	1 x 1	14	50	91.00	189705134	VI
78	Dapsone 100mg tablet, 100 tablets		33,750		Pharmacare Limited	MAAA0008452	V2205	A-Lennon Dapsone 100mg 100's	R259.45	1 x 100	14	5	95.00	189710181	CO
79	Dexamethasone and Chloramphenicol 0.1% / 0.5% eye drops, 5ml		128,746		Adcock Ingram Healthcare (Pty) Ltd	MAAA0036413	V2272	Spersadex Comp Eye Drops	R20.21	1 x 1	14	200	96.00	189711212	BT
80	Doxycycline 100mg capsule/tablet, 100 capsules/tablets  <b>Product Awarded:</b> <b>Doxycycline 100mg tablet, 100 tablets</b>		13,042		Biotech Laboratories (Pty) Ltd	MAAA0029826	VUV35	DOXYCYCLINE BIOTECH 100 100 TABS	R25.86	1 x 100	14	100	95.00	222000938	CO
81	Doxycycline 100mg capsule/tablet, 14 capsules/tablets  <b>Product Awarded:</b> <b>Doxycycline 100mg tablet, 14 tablets</b>		2,453,687		Biotech Laboratories (Pty) Ltd	MAAA0029826	VUV35	DOXYCYCLINE BIOTECH 100 14 TABS	R4.01	1 x 14	14	100	95.00	222000939	CO
82	Doxycycline 100mg capsule/tablet, 28 capsules/tablets  <b>Product Awarded:</b> <b>Doxycycline 100mg tablet, 28 tablets</b>		86,000		Biotech Laboratories (Pty) Ltd	MAAA0029826	VUV35	DOXYCYCLINE BIOTECH 100 28 TABS	R8.38	1 x 28	14	100	95.00	222000940	CO
83	Ertapenem 1g injection		132,060		MSD (Pty) Ltd	MAAA0077142	V2185	Invanz	R347.78	1 x 1	14	1	90.00	222000942	VI
85	Flucloxacillin 250mg capsule, 100 capsules		101,930		Oethmaan Biosims (Pty) Ltd	MAAA0437774	V91P2	Medreich Flucloxacillin 250mg	R47.40	1 x 100	14	48	100.00	189710066	CO
86	Flucloxacillin 250mg capsule, 20 capsules	4,163,721	2,914,605	70%	Oethmaan Biosims (Pty) Ltd	MAAA0437774	V91P2	Medreich Flucloxacillin 250mg	R10.11	1 x 20	14	180	100.00	180342029	PG
			1,249,116	30%	Dezzo Trading 392 (Pty) Ltd	MAAA0006141	V05Y6	Flupen	R10.12	1 x 20	14	300	98.91		
87	Flucloxacillin 250mg capsule, 40 capsules	3,407,550	2,385,285	70%	Oethmaan Biosims (Pty) Ltd	MAAA0437774	V91P2	Medreich Flucloxacillin 250mg	R18.77	1 x 40	14	108	100.00	181818543	PG
			1,022,265	30%	Dezzo Trading 392 (Pty) Ltd	MAAA0006141	V05Y6	Flupen	R18.81	1 x 40	14	300	98.81		
88	Fluconazole 200mg tablet/capsule, 28 tablets/capsules  <b>Product Awarded:</b> <b>Fluconazole 200mg capsule, 28 capsules</b>		499,140		Gulf Drug Company (Pty) Ltd	MAAA0009791	VTS03	GULF FLUCONAZOLE 200	R29.90	1 x 28	14	50	91.00	180234796	CO
90	Fluconazole 2mg/ml injection		238,485		Biotech Laboratories (Pty) Ltd	MAAA0029826	VUV35	BIO-FLUCONAZOLE IV 200 mg/100 ml 1's	R15.66	1 x 1	14	100	95.00	180101098	VI

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91	Fluconazole 50mg tablet/capsule, 14 tablets/capsules  <b>Product Awarded: Fluconazole 50mg capsule, 14 capsules</b>		201,860		Cipla Medpro South Africa (Pty) Ltd	MAAA0006605	VXZ32	Cipla Fluconazole 50	R8.05	1 x 14	14	100	95.21	180230649	CO
93	Fosfomycin 3g sachet, 1 sachet		5,295		Adcock Ingram Healthcare (Pty) Ltd	MAAA0036413	V2272	Urizone 3g	R103.26	1 x 1	14	1	96.00	222000019	SA
95	Gentamicin 20mg injection		292,420		Pharma-Q (Pty) Ltd	MAAA0016762	V1NK1	Pharma-Q Gentamycin 20	R4.56	1 x 10	14	300	93.00	189710974	AM
96	Gentamicin 40mg injection		267,800		Pharma-Q (Pty) Ltd	MAAA0016762	V1NK1	Pharma-Q Gentamycin 40	R5.25	1 x 10	14	300	93.00	189710556	AM
97	Gentamicin 80mg injection		2,194,750		Fresenius Kabi South Africa (Pty) Ltd	MAAA0007374	VAJL3	GENTAMYCIN FRESENIUS 80 mg/2 ml (AMPOULES)	R6.19	1 x 1	14	10	91.00	180056669	AM
98	Imipenem and cilastatin, 500/500mg injection		448,950		Austell Laboratories (Pty) Ltd	MAAA0034946	V1A10	Imcil IV	R59.27	1 x 1	14	180	99.00	222000943	VI
99	Ketoconazole 200mg tablet, 30 tablets		20,312		Pharmacare Limited	MAAA0008452	V2205	Ketazol Tabs 200mg Tabs 30's	R207.00	1 x 30	14	10	95.00	189710228	CO
100	Linezolid 100mg/5ml suspension, 150ml		2,840		Pfizer Laboratories (Pty) Ltd	MAAA0019202	V2189	Zyvoxid 20 mg/ml	R1,782.24	1 x 1	14	1	91.00	181756711	BT
101	Linezolid 600mg injection		34,384		Pfizer Laboratories (Pty) Ltd	MAAA0019202	V2189	Zyvoxid 600 mg/300 ml	R176.67	1 x 1	14	10	91.00	181749810	CO
102	Linezolid 600mg tablet, 10 tablets		279,454		Pfizer Laboratories (Pty) Ltd	MAAA0019202	V2189	Zyvoxid 600 mg	R544.62	1 x 10	14	75	91.00	181756696	CO
107	Meropenem 1g injection		388,460		Adcock Ingram Critical Care (Pty) Ltd	MAAA0010153	V4222	Adco Meropenem 1000mg IV Powder for solution for IV injection	R82.80	1 x 1	14	100	96.00	222000944	VI
108	Meropenem 500mg injection		252,460		Adcock Ingram Critical Care (Pty) Ltd	MAAA0010153	V4222	Adco Meropenem 500mg IV Powder for solution for IV injection	R44.28	1 x 1	14	40	96.00	222000945	VI
109	Metronidazole 200mg tablet, 21 tablets		1,779,380		Oethmaan Biosims (Pty) Ltd	MAAA0437774	V91P2	Metagyl Tablets	R2.99	1 x 21	14	600	100.00	189750013	PG
110	Metronidazole 200mg tablet, 250 tablets		67,760		Dezzo Trading 392 (Pty) Ltd	MAAA0006141	V05Y6	Anaerobyl 200	R29.17	1 x 250	14	50	95.00	189710264	CO
111	Metronidazole 200mg tablet, 28 tablets		501,010		Oethmaan Biosims (Pty) Ltd	MAAA0437774	V91P2	Metagyl Tablets	R3.54	1 x 28	14	600	100.00	181859997	PG
112	Metronidazole 200mg/5ml suspension, 100ml		1,211,670		Sanofi-Aventis South Africa (Pty) Ltd	MAAA0009069	V2160	Flagyl Suspension 100ml	R21.84	1 x 1	14	1	91.00	189706001	BT
114	Metronidazole 400mg tablet, 100 tablets		151,744		Oethmaan Biosims (Pty) Ltd	MAAA0437774	V91P2	Metagyl Forte Tablets	R15.89	1 x 100	14	100	100.00	189711051	CO
115	Metronidazole 400mg tablet, 14 tablets	2,951,780	2,066,246	70%	Oethmaan Biosims (Pty) Ltd	MAAA0437774	V91P2	Metagyl Forte Tablets	R3.08	1 x 14	14	200	100.00	181798177	PG
			885,534	30%	Dezzo Trading 392 (Pty) Ltd	MAAA0006141	V05Y6	Anaerobyl 400	R3.13	1 x 14	14	300	97.54		
116	Metronidazole 400mg tablet, 21 tablets		982,116		Oethmaan Biosims (Pty) Ltd	MAAA0437774	V91P2	Metagyl Forte Tablets	R4.14	1 x 21	14	200	100.00	181798178	PG

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117	Metronidazole 400mg tablet, 5 tablets	4,805,806	2,883,484	60%	Oethmaan Biosims (Pty) Ltd	MAAA0437774	V91P2	Metagyl Forte Tablets	R1.55	1 x 5	14	100	96.38	180282750	PG
			1,922,322	40%	Biotech Laboratories (Pty) Ltd	MAAA0029826	VUV35	BIO-METRONIDAZOLE 400 Tablets 5's PRP	R1.49	1 x 5	14	100	95.00		
118	Metronidazole 500mg injection	4,436,230	3,548,984	80%	Biotech Laboratories (Pty) Ltd	MAAA0029826	VUV35	BIO METRONIDAZOLE IV 500 mg 100 ml INJ	R5.46	1 x 1	14	100	95.00	189707172	BT
			887,246	20%	Fresenius Kabi South Africa (Pty) Ltd	MAAA0007374	VAJL3	TRICHAZOLE	R7.23	1 x 1	14	40	61.82		
119	Micafungin 100 mg injection		1,150		Astellas Pharma (Pty) Ltd	MAAA0006887	V0L15	Mycamine 100	R856.75	1 x 1	14	1	92.00	222000936	VI
120	Micafungin 50 mg injection		4,690		Astellas Pharma (Pty) Ltd	MAAA0006887	V0L15	Mycamine 50	R485.30	1 x 1	14	2	92.00	222000937	VI
121	Miconazole 2% oral gel, 30g		515,348		Barrs Pharmaceuticals Industries (Pty) Ltd	MAAA0024330	V4890	Vari Miconazole 2% Oral Gel	R21.20	1 x 1	14	150	99.00	189708022	TU
122	Moxifloxacin 400mg injection		3,439		Austell Laboratories (Pty) Ltd	MAAA0034946	V1A10	Austell Moxifloxacin IV	R149.32	1 x 1	14	64	99.00	181767779	CO
124	Natamycin 50mg/ml eye drops, 15ml		844		Novartis South Africa (Pty) Ltd	MAAA0006317	VBVW2	Natacyn	R1,322.08	1 x 1	7	1	91.00	189708708	BT
125	Neomycin and Polymyxin B sulfates and Dexamethasone, 3.5mg, 6000U and 1mg per ml eye drops, 5ml		269,752		Novartis South Africa (Pty) Ltd	MAAA0006317	VBVW2	MAXITROL Eye Drops	R15.52	1 x 1	7	1	91.00	189708057	BT
126	Neomycin and Polymyxin B sulfates and Dexamethasone, 3.5mg, 6000U and 1mg per gram eye ointment, 3.5g		104,462		Novartis South Africa (Pty) Ltd	MAAA0006317	VBVW2	MAXITROL Eye Ointment	R27.16	1 x 1	7	1	91.00	189755066	TU
127	Nitrofurantoin 100mg capsule, 50 capsules		75,140		Pharmacare Limited	MAAA0008452	V2205	Macrochant 100mg Caps 50's	R249.01	1 x 50	14	5	95.00	189714357	CO
128	Nystatin 100 000 units/ml oral suspension, 20ml + calibrated dropper		2,178,820		Pharmacare Limited	MAAA0008452	V2205	Nystacid Oral Susp 20ml	R27.60	1 x 1	14	40	95.00	189712135	BT
130	Phenoxymethylpenicillin 125mg/5ml suspension, 100ml		1,378,624		Dezzo Trading 392 (Pty) Ltd	MAAA0006141	V05Y6	Athlone Phenoxymethylpenicillin 125/5mg	R9.60	1 x 1	14	100	99.00	189703675	BT
131	Phenoxymethylpenicillin 250mg tablet, 100 tablets		14,352		Dezzo Trading 392 (Pty) Ltd	MAAA0006141	V05Y6	Dezzpen 250	R37.78	1 x 100	14	50	99.00	180237100	PG
132	Phenoxymethylpenicillin 250mg tablet, 40 tablets		3,013,478		Dezzo Trading 392 (Pty) Ltd	MAAA0006141	V05Y6	Dezzpen 250	R18.11	1 x 40	14	100	99.00	180292357	PG
133	Phenoxymethylpenicillin 250mg/5ml suspension, 100ml		1,647,494		Dezzo Trading 392 (Pty) Ltd	MAAA0006141	V05Y6	Athlone Phenoxymethylpenicillin 250/5mg	R12.13	1 x 1	14	100	99.00	189706020	BT
134	Piperacillin and Tazobactam 4g/500mg injection, 50ml		1,184,300		Fresenius Kabi South Africa (Pty) Ltd	MAAA0007374	VAJL3	PIPERACILLIN/TAZOBACTAM FRESENIUS 4g/0.5g	R39.68	1 x 1	14	10	91.00	180185518	VI
138	Silver Sulfadiazine 1% cream, 250g		43,630		Biotech Laboratories (Pty) Ltd	MAAA0029826	VUV35	SILBECOR 1% Cream 250 g	R44.69	1 x 1	14	1	95.00	189711323	JR
139	Silver Sulfadiazine 1% cream, 500g		98,354		Biotech Laboratories (Pty) Ltd	MAAA0029826	VUV35	SILBECOR 1% Cream 500 g	R79.14	1 x 1	14	1	95.00	189705115	JR
140	Silver Sulfadiazine 1% cream, 50g		223,179		Biotech Laboratories (Pty) Ltd	MAAA0029826	VUV35	SILBECOR 1% Cream 50 g	R13.19	1 x 1	14	1	95.00	189705116	TU

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141	Sulfamethoxazole and Trimethoprim 200/40mg per 5ml suspension, 100ml	4,014,390	2,408,634	60%	Dezzo Trading 392 (Pty) Ltd	MAAA0006141	V05Y6	Ilvitrim suspension	R5.92	1 x 1	14	100	99.00	189703514	BT
			1,605,756	40%	Resmed Healthcare cc	MAAA0010098	VCEJ2	Resmed Co-Trimoxazole Oral Suspension	R6.10	1 x 1	14	100	97.26		
142	Sulfamethoxazole and Trimethoprim 200/40mg per 5ml suspension, 50ml	2,143,370	1,286,022	60%	Resmed Healthcare cc	MAAA0010098	VCEJ2	Resmed Co-Trimoxazole Oral Suspension	R3.85	1 x 1	14	100	97.60	189711315	BT
			857,348	40%	Unimed Healthcare (Pty) Ltd	MAAA0444639	V92D6	Novatrim Suspension	R4.05	1 x 1	14	100	92.80		
143	Sulfamethoxazole and Trimethoprim 400/80mg injection		760,240		Pharma-Q (Pty) Ltd	MAAA0016762	V1NK1	Pharma-Q Co-Trimoxazole	R7.90	1 x 10	14	250	93.00	189710893	AM
144	Sulfamethoxazole and Trimethoprim 400/80mg tablet, 28 tablets	2,249,660	1,349,796	60%	Dezzo Trading 392 (Pty) Ltd	MAAA0006141	V05Y6	Doctrim Tablets	R5.78	1 x 28	14	300	99.00	181860989	CO
			899,864	40%	Biotech Laboratories (Pty) Ltd	MAAA0029826	VUV35	Sandoz Co-Trimoxazole 480 Tabs 28s	R5.81	1 x 28	14	100	94.53		
145	Sulfamethoxazole and Trimethoprim 400/80mg tablet, 100 tablets		258,510		Oethmaan Biosims (Pty) Ltd	MAAA0437774	V91P2	Xeroprim	R19.00	1 x 100	14	100	100.00	189710380	CO
146	Sulfamethoxazole and Trimethoprim 400/80mg tablet, 56 tablets	7,933,202	5,553,241	70%	Unimed Healthcare (Pty) Ltd	MAAA0444639	V92D6	Novatrim Tablets	R11.26	1 x 56	14	300	100.00	181798147	PG
			2,379,961	30%	Biotech Laboratories (Pty) Ltd	MAAA0029826	VUV35	Sandoz Co-Trimoxazole 480 Tabs 56s	R11.45	1 x 56	14	100	93.48		
147	Tobramycin 3mg/g eye ointment, 3.5 g		33,732		Novartis South Africa (Pty) Ltd	MAAA0006317	VBVW2	Tobrex Eye Ointment	R32.94	1 x 1	7	1	91.00	189708681	TU
148	Tobramycin 3mg/ml eye drops, 5ml		90,632		Novartis South Africa (Pty) Ltd	MAAA0006317	VBVW2	Tobrex Eye Drops	R20.07	1 x 1	7	1	91.00	189708042	BT
149	Valganciclovir 450mg tablet, 60 tablets		1,808		Hetero Drugs South Africa (Pty) Ltd	MAAA0323938	VB2N1	Valhet 450mg 60's	R5,433.75	1 x 60	14	1	95.00	181804520	CO
150	Valganciclovir 50mg/ml suspension, 100ml		2,065		Roche Products (Pty) Ltd	MAAA0007487	V2177	Valcyte 50mg/ml, 100ml	R1,754.00	1 x 1	14	1	91.00	222000020	CO
151	Vancomycin 1g injection		170,272		Gulf Drug Company (Pty) Ltd	MAAA0009791	VTS03	GULF VANCOMYCIN 1g	R47.13	1 x 1	14	50	91.00	180002810	VI
152	Vancomycin 500mg injection		240,940		Gulf Drug Company (Pty) Ltd	MAAA0009791	VTS03	GULF VANCOMYCIN 0,5g	R32.29	1 x 1	14	400	91.00	189708886	VI





## **SPECIAL REQUIREMENTS AND CONDITIONS OF CONTRACT**

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**HP02-2019AI**

**SUPPLY AND DELIVERY OF ANTI-INFECTION MEDICINES (ANTIBIOTICS,  
ANTIFUNGAL, ANTIPROTOZOAL AND ANTIVIRAL AGENTS) TO THE NATIONAL  
DEPARTMENT OF HEALTH FOR THE PERIOD  
1 OCTOBER 2019 TO 30 SEPTEMBER 2021**

**BID VALIDITY PERIOD: 120 DAYS**

**CLOSING DATE AND TIME OF BID:  
6 MAY 2019 AT 11h00**

**NON-COMPULSORY BRIEFING SESSION:**

**VENUE: DEPARTMENT OF NATIONAL HEALTH, BOPHELO CONFERENCE ROOM,  
PODIUM LEVEL, CIVITAS BUILDING, C/O THABO SEHUME AND  
STRUBEN STREETS, PRETORIA, 0002**

**TIME: 13:30**

**DATE: 15 APRIL 2019**



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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
MPC	: Master Procurement Catalogue
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**

DOCUMENT NAME	YES	NO
SBD 1: Invitation to bid		
Valid Tax Clearance Certificate		
SBD 4: Declaration of interest		
SBD5: The National Industrial Participation Programme		
SBD 6(1): Preference Points Claimed (B-BBEE)		
SBD 8: Declaration of Past SCM Practices		
SBD 9: Certificate of Independent Bid Determination		
PBD1: Authorisation Declaration		
PBD 1.1: List of products offered sourced from third party		
PBD 1.2: Template for unconditional written undertaking from the third party. (Please note that this is just an example of what the authorisation letter should look like)		
PBD 4.1: Contact Details of Bidder		
PBD5: Declaration of compliance with Good Manufacturing Practice (GMP)		
PBD 8: Declaration of compliance with Special Requirements and Conditions of Contract		
Registration certificate with CIPC/CIPRO or proof of ownership/shareholding		
Certified copy of the licence to manufacture or import, including all annexures		
Certified copy of the Medicine Registration Certificates with all the associated conditions of registration		
Original package insert 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		
Excel Bid Response Document containing the Pricing Schedule		



## 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 Conditions of Contract (SCC) 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 briefing session will be held on:

Date: 15 April 2019

Time: 13:30

Venue: National Department of Health, Bophelo Conference Room, Podium Level, Civitas Building, c/o Thabo Sehume and Struben Streets, PRETORIA.

This session will provide bidders with an opportunity to obtain clarity on certain aspects of the process as set out in this document and to address any issues they might have.

### 3. EVALUATION CRITERIA

The evaluation process will be conducted in phases as follows:

Phase I	Phase II	Phase III	Phase IV	Phase V
PPPFA pre-qualification criteria	Mandatory and other bid requirements	Product technical compliance	Price and B-BBEE	Recommendation and Award
Compliance with PPPFA requirements	Compliance with mandatory and other bid requirements	Compliance with technical specifications Test reports received from sample evaluation	Bids evaluated in terms of the 90/10 preference system	Recommendation and award





### 3.1 PHASE I: PPPFA PRE-QUALIFICATION CRITERIA

Only the following bidders may respond to this bid:

A bidder having a stipulated minimum B-BBEE status level contributor from 1 – 8.

Where Bidders are required to submit a list of the partners/companies to be subcontracted, which include the activities/business to be provided by each sub-contractor, B-BBEE levels and contact details for each sub-contractor. The National Department of Health reserves the right to conduct any verification of the information provided.

Failure to meet the requirements as per the above-mentioned paragraphs will invalidate the bid submitted.

In the event that the bidder is successful, additional documents will be required for submission prior to award e.g. subcontracting agreements, memorandum of understanding, B-BBEE certificates, CSD numbers, etc.

The National Department of Health reserves the right to remedy any adverse situation if it affects the awarding of the contract and or service delivery.

### 3.2 PHASE II: MANDATORY REQUIREMENTS

Bidders must submit all required documents indicated above with the bid documents at the closing date and time of the bid. During this evaluation phase, bidder's responses will be evaluated based on the documents submitted under mandatory requirements. This phase is not scored and bidders who fail to comply with all mandatory requirements will be disqualified.

#### 3.2.1 LEGISLATIVE REQUIREMENTS TO THIS BID

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 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.



The bidder offering a product must be the holder of a licence 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). Bidders must comply with the requirements of the Patents Act, 1978 (Act 57 of 1978) and the Trade Marks Act, 1993 (Act 194 of 1993). Where applicable, an explanation for any non-compliance must be provided. In the case where a product is manufactured under a voluntary license issued by the patent holder of such a product, a letter authorising the marketing of the product, provided to the bidder by the patent holder must be submitted with the bid.

### **3.2.2 RESPONSIVE BIDS**

Bidders are required to submit responsive bids by completing all the prices in the Excel Bid Response Document and response fields in the fillible PDF bid document. 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.

### **3.2.3 BID RESPONSE DOCUMENT**

The bid response document provided forms an integral part of the bid document and bidders must ensure that it is completed without changing the structure thereof.

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.

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

### **3.2.4 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, Packer 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, will 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.

#### **3.2.5 TAX COMPLIANCE STATUS**

The validity of the Tax Clearance Certificate issued by the South African Revenue Services (SARS) certifying that the tax status of the bidder is in order, will be verified against the information recorded in the Central Supplier Database (CSD).

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 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 CSD managed by National Treasury. 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.

### **4. PHASE III: PRODUCT TECHNICAL COMPLIANCE**

#### **4.1 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:

Mr Dumisani Malele Depot 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 0893 Western Cape: Department of Health 4th Floor, Cape Medical Depot 16 Chiappini Street Cape Town 8001
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- 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. Proof of sample submission must be submitted with the bid documents at the closing date and time of the bid.
- 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.
- All samples submitted must include the package insert or document detailing professional information approved by the MCC or SAHPRA.

#### 4.2 COMPLIANCE WITH SPECIFICATIONS

Items must comply with the specification as detailed in the bid document.



## 5. PHASE IV: PREFERENCE POINT SYSTEM

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

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

80/20                      or                      90/10

Where

Ps = Points scored for price of bid under consideration  
Pt = Price of bid under consideration  
Pmin = Price of lowest acceptable bid

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

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

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

For this tender, the 90/10 preference point system will be applied.

- Bidders are required to complete the preference claim form (SBD 6.1), and submit their original and valid B-BBEE status level verification certificate, or a certified copy thereof, at the closing date and time of the bid in order to claim the B-BBEE status level point.
- The points scored by a bidder in respect of the level of B-BBEE contribution will be added to the points scored for price.





- Only bidders who have completed and signed the declaration part of the preference claim form and who have submitted a B-BBEE status level certificate issued by a registered auditor, accounting officer (as contemplated in section 60(4) of the Close Corporation Act, 1984 (Act No. 69 of 1984)) or an accredited verification agency will be considered for preference points.
- 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. The points scored will be rounded off to the nearest two (2) decimals. In the event that two (2) or more bids have scored equal total points, the contract will be awarded to the bidder scoring the highest number of preference points for B-BBEE.
- 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 anti-infective 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 South African Health Product Authority (SAHPRA) certificate of registration for a product lists the primary site of production as one that is located in the Republic of South Africa;



- The reference price as published by National Department of Health has not been exceeded (if applicable);
- The site/s of manufacture and/or packaging for the product offered is located in South Africa;
- Demonstrated capacity to service the required volumes as evaluated in terms of the data provided in the Bid Response Document;
- Previous supplier performance;
- Compliance to all other aspects contained in these Special Conditions of Contract

## 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

Bidders MUST submit the following completed and signed documents and certificates:

- SBD1: Invitation to bid.
- Valid Tax Clearance Certificate
- SBD4: Declaration of Interest.
- SBD5: The National Industrial Participation Programme.
- SBD6.1: Preference Points Claimed (B-BBEE)
- SBD8: Declaration of bidder's past supply chain management practices.
- SBD9: Certificate of independent bid determination.
- PBD1: Authorisation Declaration (if applicable).
- PBD 1.1: List of products offered sourced from third party
- PBD 1.2: Template for unconditional written undertaking from the third party.  
(Please note that this is just an example of what the authorisation letter should look like)
- PBD4.1: Supplier details.
- PBD5: Declaration of compliance with Good Manufacturing Practice (GMP)
- PBD 8: Declaration of compliance with Special Requirements and Conditions of Contract
- Registration certificate with CIPC/CIPRO or proof of ownership/shareholding
- B-BBEE Status Level Verification Certificate (where preference points are claimed) (Original or Certified Copy)



- A certified copy of the license to manufacture, including all annexures, issued by the Medicines Control Council, or its successor in title, in terms of the Medicines and Related Substances Act, Act 101 of 1965, as amended.
- Certified copy of the Medicine Registration Certificates with all the associated conditions of registration.
- Original package insert 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
- Excel Bid Response Document containing the Pricing Schedule

#### **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 before the closing date and time. Set 2 and Set 3 must be included on a CD with Set 1 and submitted in a sealed package. 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 in capital letters. 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 initialled by same with black ink. The use of correction fluid is not acceptable. Any change/s must be clearly indicated and initialled.

##### **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 (editable pdf) of all SBD and PBD documents and Bid Response Document 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.

#### **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, 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. This may include site visits to assess whether an item is manufactured at the site specified in the bid and the site complies with quality criteria.



#### 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

Civitas Building

242 Struben Street

Cnr Thabo Sehume Street

**Pretoria**

0002

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

- [tenders@health.gov.za](mailto:tenders@health.gov.za)





## SECTION B

### 16. CONTRACT PERIOD

The contract period shall be for a period of 24 months commencing on 01 October 2019 to expire 30 September 2021.

### 17. PARTICIPATING AUTHORITIES AND OTHER HEALTH ESTABLISHMENT

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

National Departments:

- Department of Correctional Services;
- Department of Defence

Provincial Departments:

- |                  |                     |
|------------------|---------------------|
| • Eastern Cape;  | • Mpumalanga;       |
| • Free State;    | • Northern Cape;    |
| • Gauteng;       | • North West;       |
| • KwaZulu-Natal; | • Western Cape; and |
| • Limpopo.       |                     |

Other Institutions

- Nelson Mandela Childrens Hospital

### 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 inability to process payment for goods.



## 19. POST AWARD PARTICIPATION

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.

## 20. AWARD CONDITIONS

The National Department of Health reserves the right to award contracts to more than one contractor for the same item.

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 following are examples of considerations which may be taken into account when contemplating a multiple award:

- Source of Active Pharmaceutical Ingredient (API) and actual manufacturing site;
- Capacity to meet expected demand as per published estimates in the Excel 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.

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.



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.

## **21 NEGOTIATIONS**

The National Department of Health reserves the right to negotiate with the bidders prior to award and with the successful bidder(s) post award.

## **22. 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.

## **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](http://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 October 2018 to 31 March 2019
Rand per US Dollar	14.1405
Rand per Br Pound	18.3109
Rand per Euro	16.1044
Yuan Renminbi per Rand	2.0683
Indian Rupee per Rand	0.1981

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 October 2018 to 31 March 2019 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	1 September 2019 - 29 February 2020	3 March 2020	1 April 2020
2	1 March 2020 – 30 August 2020	3 September 2020	1 October 2020
3	1 September 2020 - 28 February 2021	3 March 2021	1 April 2021

#### 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	1 September 2019 – 30 November 2019	3 December 2019	1 January 2020
0.2	1 March 2020 – 31 May 2020	3 June 2020	1 July 2020
0.3	1 September 2020 – 30 November 2020	3 December 2020	1 January 2021



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 post exceptional adjustment	Submission of request for price review to reach the office by	Date from which adjusted prices will become effective
1	1 December 2019 - 29 February 2020	3 March 2020	1 April 2020
2	1 June 2020 - 30 Aug 2020	3 September 2020	1 October 2020
3	1 December 2020 - 28 February 2021	3 March 2021	1 April 2021

#### 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, National Treasury: Transversal Contracting Chief Directorate 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.
- The Participating Authorities shall impose penalties, where deemed necessary, as per Paragraph 21 and 22 of the General Conditions of Contract.
- Non-compliance of contracted suppliers to the terms and conditions of this contract may influence participation in future contracts.



- Contractors should note that each individual purchasing institution is responsible for generating the order(s) as well as for the payment(s) thereof.
- 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 National 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 Related Substances 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.



- Original invoices and proof of delivery must be authorised by a delegated official at the designated delivery point. These documents must be delivered to the authority responsible for payment. This may or may not be the same as the delivery address stipulated on the purchase order. Suppliers are required to know where documents must be delivered.
- 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](mailto:stockalert@health.gov.za), as well as Participating Authorities.
- Contractors must direct official communication relating to payment challenges to [medacc@health.gov.za](mailto: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 will source alternative product of acceptable quality and up to the same quantity as required in terms of the contract. The substitute item will be supplied at the current price of the contracted item.
- 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 visibly indicated 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 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 formula will be applied for invoicing of short-dated products:



- $A = (12 - \text{months to date of expiry}) \times 2\% \times \text{consignment value short dated product}$ . 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 product with a shelf-life of less than 12 months.

## **28. CEDING, MERGERS, TAKE OVERS AND CHANGES IN SUPPLIER DETAILS**

Where a contracted supplier plans to merge with, or is going to be acquired by, another entity or plans to cede a contract the contracted supplier must inform the National Department of Health in writing at first knowledge of such an event.

The National Department of Health reserves the right to agree to the transfer of contractual obligations to the new supplier under the prevailing conditions of contract or to cancel the contract.

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

## **29. 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