health
Department:
Health
REPUBLIC OF SOUTH AFRICA

Private Bag X828, PRETORIA, 0001. Civitas Building Cnr Thabo Sehume & Struben Streets, PRETORIA 0001
Directorate: Access to Affordable Medicines Tel: (012) 395 8130 Fax: (012) 395 8823/4

Enquiries: CPA Ref: HP08-2020SSP e-mail: cpa@health.gov.za

CONTRACT NUMBER HP08-2020SSP: SUPPLY AND DELIVERY OF SEMI-SOLID DOSAGE FORMS AND POWDERS TO THE DEPARTMENT OF HEALTH FOR THE PERIOD OF 01 JULY 2020 TO 30 JUNE 2023

ADDENDUM 9: REPLACEMENT OF VERSION 1 CONTRACT CIRCULAR

Please note that Item 40, as depicted in the table below, is awarded to Pharmacare Limited.

Kindy replace version 1 of the Contract Circular of HP08-2020SSP with version 2, attached as Annexure A to this addendum.

Item No	Item Specification	Quantity Awarded	Supplier Name / No Bid	Registered Product Name	Delivered Price in ZAR	National Stock Number
40	Fluocinolone Acetonide 0.025% ointment, 15g	1 824 982	Pharmacare Limited	Cortoderm Ointment 15g	R14.30	189702797

Please amend your records accordingly.

Yours faithfully,

K Jamaloodien

MS K JAMALOODIEN
DIRECTOR: AFFORDABLE MEDICINES
DATE: 04/6/2020

ANNEXURE A

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 Ref: **HP08-2020SSP**

HP08-2020SSP: SUPPLY AND DELIVERY OF SEMI-SOLID DOSAGE FORMS AND POWDERS TO THE DEPARTMENT OF HEALTH FOR THE PERIOD 01 JULY 2020 TO 30 JUNE 2023 VERSION 2

1. The attached contract circular version 2 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. Note addendum 9 (*Add) published with this contract circular to replace version 1.
5. 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 SB Nhlapo	(035) 901-7004	sibusisiwe.nhlapo@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 Delport	(053) 830-2717	edelport@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: 24/6/2020

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 DETAIL

Supplier Name	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 **JOHANNESBURG** 2000	Petunia Motlhako	(011) 494-8129	Petunia.motlhako@adcock.com
Adcock Ingram Healthcare (Pty) Ltd	V2272	MAAA0036413	Private Bag X69 **BRYANSTON** 2021	Louis Fourie	(011) 635-0671 (083) 735-2007	louis.fourie@adcock.com
Barrs Pharmaceutical Industries (Pty) Ltd	V4890	MAAA0024330	P O Box 7348 **HALFWAY HOUSE** 1685	Graham Michael	(021) 531-6601 (082) 567-0050	graham@barrs.co.za

HP08-2020SSP: SUPPLY AND DELIVERY OF SEMI-SOLID DOSAGE FORMS AND POWDERS TO THE DEPARTMENT OF HEALTH FOR THE PERIOD 01 JULY 2020 TO 30 JUNE 2023

Supplier Name	Supplier Code	CSD Code	Postal Address	Contact Person	Telephone / Cellphone Number	E-mail
Bayer (Pty) Ltd	V6390	MAAA0009623	P O Box 143 **ISANDO** 1600	Magda Noack	(011) 921-5279	za_tenders@bayer.com
Biotech Laboratories (Pty) Ltd	VUV35	MAAA0029826	Suite 150 Private Bag X65 **HALFWAY HOUSE** 1685	Mandy Burstein	(011) 848-3050 (083) 285-8699	tenders@biotechlabs.co.za
Electro Spyres Medical (Pty) Ltd	V6362	MAAA0003023	P O Box 87020 **HOUGHTON** 2041	Marelize Eastes	(011) 608-3998 (071) 621-7443	debtors@electrospyres.co.za
Lechoba Medical Technologies (Pty) Ltd	V3QX3	MAAA0038766	62 Metropolitan Street Highveld Ext 47 **HIGHVELD** 0157	Mkateko C Mangalana	012) 665-1559 (082) 872-8954	lechoba.medicals@gmail.com
Mentholatum South Africa (Pty) Ltd	V0MG1	MAAA0106047	P O Box 30960 **TOKAI** 7966	Stuart Stander	(021) 702-0620 (082) 895-0600	stuart@mentholatum.co.za
Pfizer Laboratories (Pty) Ltd	V2189	MAAA0019202	P O Box 783720 **SANDTON** 2000	Themba Mnguni	(011) 320-6091 (082) 307-9658	themba.mnguni@pfizer.com
Pharmacare Limited	V2205	MAAA0008452	P O Box 1593 **GALLO MANOR** 2052	Itumeleng Mathe	(011) 239-6243 (083) 298-4336	imathe@aspenpharma.com
Resmed Healthcare CC	VCEJ2	MAAA0010098	P O Box 65409 **RESERVOIR HILLS** 4090	Laljith Singh	(031) 577-7258 (079) 947-1789	lal@resmed.co.za

Item No	Item Specification	* Add	Estimate	Quantity Awarded	Split %	Supplier Name	Central Supplier Database Number	Supplier Code V-Number	Registered Product Name	Delivered Price	Pack Size Offered: Unit Pack	Lead-Time (≤ 14 calendar days)	MoQ	Total Score	National Stock Number	UOM
1	Aqueous cream BP, 100g			9,253,541		Barrs Pharmaceutical Industries (Pty) Ltd	MAAA0024330	V4890	Barrs Aqueous Cream BP	R2.66	1 x 100g	14	100	97.63	189711199	JR
2	Aqueous cream BP, 500g			3,425,236		Barrs Pharmaceutical Industries (Pty) Ltd	MAAA0024330	V4890	Barrs Aqueous Cream BP	R8.20	1 x 500g	14	22	96.40	189715110	JR
7	Betamethasone 0.1% cream, 15g			2,288,876		Barrs Pharmaceutical Industries (Pty) Ltd	MAAA0024330	V4890	Vari-Betamethasone 0.1% cream	R4.18	1 x 15g	14	224	99.00	189703383	TU
8	Betamethasone 0.1% cream, 500g			8,515		Barrs Pharmaceutical Industries (Pty) Ltd	MAAA0024330	V4890	Vari-Betamethasone 0.1% cream	R67.98	1 x 500g	14	22	99.00	189707996	JR
9	Betamethasone 0.1% cream, 50g			214,176		Barrs Pharmaceutical Industries (Pty) Ltd	MAAA0024330	V4890	Vari-Betamethasone 0.1% cream	R11.68	1 x 50g	14	150	99.00	181892281	TU
13	Bisacodyl 10mg suppository, 10 suppositories			109,800		Sanofi-Aventis SA (Pty) Ltd	MAAA0009069	V2160	Dulcolax 10mg Adult Supps 10's	R26.43	1 x 1	14	120	91.00	189712125	BX
19	Calcipotriol 50mcg/g, Betamethasone 0.5mg ointment, 30g			53,500		Adcock Ingram Healthcare (Pty) Ltd	MAAA0036413	V2272	DOVOBET OINTMENT 30G	R373.51	1 x 30g tube	14	200 (1 Shipper)	96.00	181842015	TU
21	Cetomacrogol 10% cream, 500g			195,904		Biotech Laboratories (Pty) Ltd	MAAA0029826	VUV35	CLINICA CETOMACROGOL CREAM 500G	R14.59	1 x 500g tube	14	10	95.00	180328011	JR
25	Citric Acid Monohydrate BP crystals or crystalline powder, well -closed container, 500g			8,146		Resmed Healthcare CC	MAAA0010098	VCEJ2	Resmed Citric Acid Monohydrate BP	R23.87	1 x 500g	14	18	90.00	180035474	CO
26	Clobetasol 0.05% cream, 25g			411,998		Pharmacare Limited	MAAA0008452	V2205	Dovate Cream 25g	R26.43	1 x 25g tube	14	36	90.00	189707981	TU
27	Clobetasol 0.05% ointment, 25g			659,855		Pharmacare Limited	MAAA0008452	V2205	Dovate Ointment 25g	R27.14	1 x 25g tube	14	36	90.00	189707980	TU
29	Cocaine Hydrochloride BP crystals or crystalline powder, well -closed, sealed container, 25g			41		Barrs Pharmaceutical Industries (Pty) Ltd	MAAA0024330	V4890	Barrs Cocaine HCl BP.	R11,889.00	1 x 25g	14	1	99.00	189712299	CO
32	Dextrose Monohydrate crystals or crystalline powder, 500g			11,440		Resmed Healthcare CC	MAAA0010098	VCEJ2	Resmed Dextrose Powder	R22.00	1 x 500g	14	18	90.00	189712091	CO
33	Dextrose Monohydrate crystals or crystalline powder, well -closed container, 75g			197,630		Resmed Healthcare CC	MAAA0010098	VCEJ2	Resmed Dextrose Powder	R7.38	1 x 75g	14	18	90.00	189716005	CO
35	Dinoprostone 1mg/3g gel for endocervical application, syringe with gel with suitable applicator, sterile peel pack			27,840		Pfizer Laboratories (Pty) Ltd	MAAA0019202	V2189	PRANDIN E2 1MG	R422.07	1 x 1	14	1	91.00	189753544	SG
36	Electrode gel for electro-cardiographic use, chloride free, tube or plastic squeeze bottle, 250ml			54,710		Lechoba Medical Technologies (Pty) Ltd	MAAA0038766	V3QX3	CRYSTAL ELECTRODE GEL	R10.75	1 x 1	7	10	90.00	189713910	BT
37	Emulsifying ointment BP, 500g			2,687,097		Biotech Laboratories (Pty) Ltd	MAAA0029826	VUV35	EMULSIFYING OINTMENT BP BIOTECH 500 g	R22.65	1 x 500g tube	14	10	95.00	189707512	JR
40	Fluocinolone Acetonide 0.025% ointment, 15g	9		1,824,982		Pharmacare Limited	MAAA0008452	V2205	Cortoderm Ointment 15g	R14.30	15g Tube	14	84	90.00	189702797	TU
43	Glycerin 0.891ml/1.26g suppository, 12 suppositories			78,370		Pharmacare Limited	MAAA0008452	V2205	Glycerine Infants Supps 12	R46.91	1 x 12 Suppositories	14	18	90.00	180032075	JR

Item No	Item Specification	* Add	Estimate	Quantity Awarded	Split %	Supplier Name	Central Supplier Database Number	Supplier Code V-Number	Registered Product Name	Delivered Price	Pack Size Offered: Unit Pack	Lead-Time (≤ 14 calendar days)	MoQ	Total Score	National Stock Number	UOM
44	Glycerin 1.698ml/2.g suppository, 12 suppositories			47,060		Pharmacare Limited	MAAA0008452	V2205	Glycerine Adult Supps 12	R46.91	1 x 12 Suppositories	14	18	90.00	180032076	JR
45	Hydrocortisone 1% cream, 20-25g			5,055,053		Barrs Pharmaceutical Industries (Pty) Ltd	MAAA0024330	V4890	Vari-Hydrocortisone 1% cream	R8.29	1 x 20g	14	224	99.00	189709037	TU
46	Hydrocortisone 1% ointment, 20-25g			2,282,417		Pharmacare Limited	MAAA0008452	V2205	Mylocort Ointment 25g	R24.23	1 x 25g tube	14	54	90.00	180320694	TU
47	Ichthammol ointment BP, wide-mouthed jar, 500g			18,591		Biotech Laboratories (Pty) Ltd	MAAA0029826	VUV35	ICHTHAMMOL OINTMENT BP BIOTECH	R69.00	1 x 500g tube	14	1	95.00	189714886	JR
53	Lubricating jelly, Glycerine and preservatives. sterile, non-greasy, transparent, water-soluble and of a suitable viscosity, 50g tube			274,460		Biotech Laboratories (Pty) Ltd	MAAA0029826	VUV35	CLINICA LUBRICATING JELLY 50G	R9.43	1 x 50g tube	14	1	95.00	189700662	TU
54	Lubricating jelly, Glycerine and preservatives. sterile, non-greasy, transparent, water-soluble and of a suitable viscosity. Approx 2.5g sachet			11,422,289		Electro Spyres Medical (Pty) Ltd	MAAA0003023	V6362	LUBRI-A -> LU-02	R0.41	1 x 1 Sachet	14	2000 Sachets	90.00	180086460	SA
55	Magnesium Sulphate, crystals or crystalline powder, packed in a well-closed container, 500g			3,435		Resmed Healthcare CC	MAAA0010098	VCEJ2	Resmed Magnesium Sulphate	R11.97	1 x 500g	14	18	90.00	189712093	CO
56	Methyl Salicylate 10% - 25% ointment, in a leak proof, resealable container, 25g		22,299,982	13,379,989	60%	Barrs Pharmaceutical Industries (Pty) Ltd	MAAA0024330	V4890	Barrs Methyl Salicylate 10% Ointment	R2.36	1 x 25g	14	294	94.18	189711948	JR
				8,919,993	40%	Vortex Healthcare	MAAA0010062	VFMA4	Ung Methyl Sal-VH	R2.24	1 x 1	14	500	90.00		
61	Morphine Hydrochloride BP crystals or crystalline powder, packed well-closed, sealed, light protected container, 10g			39,808		Barrs Pharmaceutical Industries (Pty) Ltd	MAAA0024330	V4890	Barrs Morphine Hydrochloride BP.	R391.00	1 x 10g	14	10	99.00	189715464	CO
62	Oral Rehydration, sachet containing total substance concentration within the range of 200-310 mmol/l. Solution to provide electrolyte concentration of the following: Glucose should at least equal Sodium but not exceeding 111mmol/l, Sodium 60 -90 mmol/l, Potassium 15-25 mmol/l, Citrate 8 - 12 mmol/l, Chloride 50 -80 mmol/l			10,407,466		Specpharm (Pty) Ltd	MAAA0009737	V3EQ1	Hydrol for Rehydration	R4.29	1 x 1 box of 200 sachets	14	1	96.00	222000966	EA
73	Potassium Chloride BP crystals or crystalline powder, 500g			5,370		Resmed Healthcare CC	MAAA0010098	VCEJ2	Resmed Potassium Chloride BP	R86.02	1 x 500g	14	18	90.00	180035581	CO
74	Povidone Iodine 10% ointment, 25g			1,642,625		Barrs Pharmaceutical Industries (Pty) Ltd	MAAA0024330	V4890	Barrs Povidone Iodine 10% Ointment	R6.38	1 x 25g	14	200	99.00	189703515	TU
75	Povidone Iodine 10% ointment, 500g			81,664		Barrs Pharmaceutical Industries (Pty) Ltd	MAAA0024330	V4890	Barrs Povidone Iodine 10% Ointment	R78.88	1 x 500g	14	22	99.00	189707388	JR
80	Prednisolone Caproate 1,3mg and Cinchocaine 1mg suppository, 12 suppositories			93,610		Bayer (Pty) Ltd	MAAA0009623	V6390	Scheriprocht Suppositories	R140.46	1 x 1	14	1	90.00	180966026	BX
81	Prednisolone Caproate 1,9mg and Cinchocaine 5mg/g ointment, 15g **Pack size offered:** Ointment: 30g			10,740		Bayer (Pty) Ltd	MAAA0009623	V6390	Scheriprocht Ointment	R262.14	1 x 1	14	1	90.00	180138111	TU

Item No	Item Specification	* Add	Estimate	Quantity Awarded	Split %	Supplier Name	Central Supplier Database Number	Supplier Code V-Number	Registered Product Name	Delivered Price	Pack Size Offered: Unit Pack	Lead-Time (≤ 14 calendar days)	MoQ	Total Score	National Stock Number	UOM
85	Selenium Sulfide 2,5% suspension, 50ml			511,095		Mentholatum South Africa (Pty) Ltd	MAAA0106047	V0MG1	Selsun 2.5	R51.90	1 x 1	8	96	90.00	189714836	BT
87	Sodium Bicarbonate BP powder, plastic lined bag or carton, 500g			19,127		Resmed Healthcare CC	MAAA0010098	VCEJ2	Resmed Sodium Bicarbonate BP	R17.04	1 x 500g	14	18	90.00	189711288	CO
88	Sodium Chloride BP crystals or crystalline powder, well -closed container, 500g			582		Resmed Healthcare CC	MAAA0010098	VCEJ2	Resmed Sodium Chloride BP	R22.72	1 x 500g	14	18	90.00	189753372	CO
89	Sodium Citrate powder BP, 500g			5,770		Resmed Healthcare CC	MAAA0010098	VCEJ2	Resmed Sodium Citrate BP	R58.99	1 x 500g	14	18	90.00	189715099	CO
90	Sodium Citro -Tartrate, effervescent granules, well -closed, moisture -proof container, 60g			750,464		Adcock Ingram Healthcare (Pty) Ltd	MAAA0036413	V2272	CITRO SODA GRANULES REGULAR 60g	R24.56	1 x 60g bottle	14	12 (1 Shipper)	96.00	189717326	CO
91	Sodium Polystyrene Sulphonate, 454g			31,610		Adcock Ingram Critical Care (Pty) Ltd	MAAA0010153	V4222	Kexelate Powder	R556.60	1 x 454g	14	1	96.00	189712704	CO
93	Soft Paraffin, white BP, 500g			186,603		Barrs Pharmaceutical Industries (Pty) Ltd	MAAA0024330	V4890	Barrs White Soft Paraffin BP	R24.51	1 x 500g	14	22	99.00	189707435	JR
95	Sun Screen Agent, with a minimum sun protection factor of 30SPF, broad spectrum (UVA and UVB), product to exhibit the latest Cansa sunsmart choice seal (CSSCS), 150ml, 250ml			736,493		Barrs Pharmaceutical Industries (Pty) Ltd	MAAA0024330	V4890	BioEarth Sunscreen Lotion SPF30	R32.48	1 x 150ml	14	100	99.00	181915443	CO
96	Tetracaine 0.5%, ointment for oral use, 10g			498,320		Adcock Ingram Healthcare (Pty) Ltd	MAAA0036413	V2272	DYNEXAN OINTMENT 10g	R17.42	1 x 10g tube	14	936 (1 Shipper)	96.00	189715427	TU
97	Tretinoin 0.025% gel, 20g			27,311		Pharmacare Limited	MAAA0008452	V2205	Ilotycin-A Gel 20g	R44.99	1 x 20g tube	14	24	90.00	189715428	TU
98	Tretinoin 0.05% cream, 20g			171,761		Pharmacare Limited	MAAA0008452	V2205	Ilotycin-A Cream 20g	R32.78	1 x 20g tube	14	24	90.00	189709033	TU
99	Ultrasound gel, water -based conductive gel of high viscosity for physiotherapeutic use, odourless, non-allergenic, non -staining, non -sticky, adequately humectant, squeeze bottle, 250ml			154,880		Lechoba Medical Technologies (Pty) Ltd	MAAA0038766	V3QX3	ULTRASOUND GEL	R10.75	1 x 1	7	5	90.00	189715112	BT
100	Ultrasound gel, water -based conductive gel of medium viscosity for obstetrics and gynae, cardiology, neurology, biopsy, vascular and general radiological use, odourless, non-allergenic, non -staining, non -sticky, adequately humectant, squeeze bottle, 250ml **Pack size offered:** Squeese bottle: 300ml			154,150		Electro Spyres Medical (Pty) Ltd	MAAA0003023	V6362	ULTRAGEL -> UG50/300ml	R12.30	1 x 1 Bottle of 300ml	14	144 Bottles	90.00	181855762	EA
102	Zinc and Castor Oil ointment BP, 25g			3,226,065		Barrs Pharmaceutical Industries (Pty) Ltd	MAAA0024330	V4890	Barrs Zinc and Castor Oil Ointment BP	R3.45	1 x 25g	14	294	99.00	189715429	JR

*** Add. = Addendum**

Supplier Name	Supplier Code	CSD Code	Postal Address	Contact Person	Telephone / Cellphone Number	E-mail
Sanofi-Aventis SA (Pty) Ltd	V2160	MAAA0009069	Private Bag X207 **MIDRAND** 1685	Jaidev Maharaj	(011) 847-5264 (082) 943-3952	jaidev.maharaj@sanofi.com
Specpharm (Pty) Ltd	V3EQ1	MAAA0009737	P O Box 651 **HALFWAY HOUSE** 1685	Themba Shabalala	(011) 652-0428 (072) 585-9610	tshabalala@specpharm.co.za
Vortex Healthcare	VFMA4	MAAA0010062	Postnet Suite 550 Private Bag X26 **SUNNINGHILL** 2157	Akesh Maharaj	(011) 656-3338 (082) 573-3393	akesh@vortexhealthcare.co.za

Item No	Item Specification	* Add	Estimate	Quantity Awarded	Split %	Supplier Name	Central Supplier Database Number	Supplier Code V-Number	Registered Product Name	Delivered Price	Pack Size Offered: Unit Pack	Lead-Time (≤ 14 calendar days)	MoQ	Total Score	National Stock Number	UOM
1	Aqueous cream BP, 100g			9,253,541		Barrs Pharmaceutical Industries (Pty) Ltd	MAAA0024330	V4890	Barrs Aqueous Cream BP	R2.66	1 x 100g	14	100	97.63	189711199	JR
2	Aqueous cream BP, 500g			3,425,236		Barrs Pharmaceutical Industries (Pty) Ltd	MAAA0024330	V4890	Barrs Aqueous Cream BP	R8.20	1 x 500g	14	22	96.40	189715110	JR
7	Betamethasone 0.1% cream, 15g			2,288,876		Barrs Pharmaceutical Industries (Pty) Ltd	MAAA0024330	V4890	Vari-Betamethasone 0.1% cream	R4.18	1 x 15g	14	224	99.00	189703383	TU
8	Betamethasone 0.1% cream, 500g			8,515		Barrs Pharmaceutical Industries (Pty) Ltd	MAAA0024330	V4890	Vari-Betamethasone 0.1% cream	R67.98	1 x 500g	14	22	99.00	189707996	JR
9	Betamethasone 0.1% cream, 50g			214,176		Barrs Pharmaceutical Industries (Pty) Ltd	MAAA0024330	V4890	Vari-Betamethasone 0.1% cream	R11.68	1 x 50g	14	150	99.00	181892281	TU
13	Bisacodyl 10mg suppository, 10 suppositories			109,800		Sanofi-Aventis SA (Pty) Ltd	MAAA0009069	V2160	Dulcolax 10mg Adult Supps 10's	R26.43	1 x 1	14	120	91.00	189712125	BX
19	Calcipotriol 50mcg/g, Betamethasone 0.5mg ointment, 30g			53,500		Adcock Ingram Healthcare (Pty) Ltd	MAAA0036413	V2272	DOVOBET OINTMENT 30G	R373.51	1 x 30g tube	14	200 (1 Shipper)	96.00	181842015	TU
21	Cetomacrogol 10% cream, 500g			195,904		Biotech Laboratories (Pty) Ltd	MAAA0029826	VUV35	CLINICA CETOMACROGOL CREAM 500G	R14.59	1 x 500g tube	14	10	95.00	180328011	JR
25	Citric Acid Monohydrate BP crystals or crystalline powder, well -closed container, 500g			8,146		Resmed Healthcare CC	MAAA0010098	VCEJ2	Resmed Citric Acid Monohydrate BP	R23.87	1 x 500g	14	18	90.00	180035474	CO
26	Clobetasol 0.05% cream, 25g			411,998		Pharmacare Limited	MAAA0008452	V2205	Dovate Cream 25g	R26.43	1 x 25g tube	14	36	90.00	189707981	TU
27	Clobetasol 0.05% ointment, 25g			659,855		Pharmacare Limited	MAAA0008452	V2205	Dovate Ointment 25g	R27.14	1 x 25g tube	14	36	90.00	189707980	TU
29	Cocaine Hydrochloride BP crystals or crystalline powder, well -closed, sealed container, 25g			41		Barrs Pharmaceutical Industries (Pty) Ltd	MAAA0024330	V4890	Barrs Cocaine HCl BP.	R11,889.00	1 x 25g	14	1	99.00	189712299	CO
32	Dextrose Monohydrate crystals or crystalline powder, 500g			11,440		Resmed Healthcare CC	MAAA0010098	VCEJ2	Resmed Dextrose Powder	R22.00	1 x 500g	14	18	90.00	189712091	CO
33	Dextrose Monohydrate crystals or crystalline powder, well -closed container, 75g			197,630		Resmed Healthcare CC	MAAA0010098	VCEJ2	Resmed Dextrose Powder	R7.38	1 x 75g	14	18	90.00	189716005	CO
35	Dinoprostone 1mg/3g gel for endocervical application, syringe with gel with suitable applicator, sterile peel pack			27,840		Pfizer Laboratories (Pty) Ltd	MAAA0019202	V2189	PRANDIN E2 1MG	R422.07	1 x 1	14	1	91.00	189753544	SG
36	Electrode gel for electro-cardiographic use, chloride free, tube or plastic squeeze bottle, 250ml			54,710		Lechoba Medical Technologies (Pty) Ltd	MAAA0038766	V3QX3	CRYSTAL ELECTRODE GEL	R10.75	1 x 1	7	10	90.00	189713910	BT
37	Emulsifying ointment BP, 500g			2,687,097		Biotech Laboratories (Pty) Ltd	MAAA0029826	VUV35	EMULSIFYING OINTMENT BP BIOTECH 500 g	R22.65	1 x 500g tube	14	10	95.00	189707512	JR
40	Fluocinolone Acetonide 0.025% ointment, 15g	9		1,824,982		Pharmacare Limited	MAAA0008452	V2205	Cortoderm Ointment 15g	R14.30	15g Tube	14	84	90.00	189702797	TU
43	Glycerin 0.891ml/1.26g suppository, 12 suppositories			78,370		Pharmacare Limited	MAAA0008452	V2205	Glycerine Infants Supps 12	R46.91	1 x 12 Suppositories	14	18	90.00	180032075	JR

Item No	Item Specification	* Add	Estimate	Quantity Awarded	Split %	Supplier Name	Central Supplier Database Number	Supplier Code V-Number	Registered Product Name	Delivered Price	Pack Size Offered: Unit Pack	Lead-Time (≤ 14 calendar days)	MoQ	Total Score	National Stock Number	UOM
44	Glycerin 1.698ml/2.g suppository, 12 suppositories			47,060		Pharmacare Limited	MAAA0008452	V2205	Glycerine Adult Supps 12	R46.91	1 x 12 Suppositories	14	18	90.00	180032076	JR
45	Hydrocortisone 1% cream, 20-25g			5,055,053		Barrs Pharmaceutical Industries (Pty) Ltd	MAAA0024330	V4890	Vari-Hydrocortisone 1% cream	R8.29	1 x 20g	14	224	99.00	189709037	TU
46	Hydrocortisone 1% ointment, 20-25g			2,282,417		Pharmacare Limited	MAAA0008452	V2205	Mylocort Ointment 25g	R24.23	1 x 25g tube	14	54	90.00	180320694	TU
47	Ichthammol ointment BP, wide-mouthed jar, 500g			18,591		Biotech Laboratories (Pty) Ltd	MAAA0029826	VUV35	ICHTHAMMOL OINTMENT BP BIOTECH	R69.00	1 x 500g tube	14	1	95.00	189714886	JR
53	Lubricating jelly, Glycerine and preservatives. sterile, non-greasy, transparent, water-soluble and of a suitable viscosity, 50g tube			274,460		Biotech Laboratories (Pty) Ltd	MAAA0029826	VUV35	CLINICA LUBRICATING JELLY 50G	R9.43	1 x 50g tube	14	1	95.00	189700662	TU
54	Lubricating jelly, Glycerine and preservatives. sterile, non-greasy, transparent, water-soluble and of a suitable viscosity. Approx 2.5g sachet			11,422,289		Electro Spyres Medical (Pty) Ltd	MAAA0003023	V6362	LUBRI-A -> LU-02	R0.41	1 x 1 Sachet	14	2000 Sachets	90.00	180086460	SA
55	Magnesium Sulphate, crystals or crystalline powder, packed in a well-closed container, 500g			3,435		Resmed Healthcare CC	MAAA0010098	VCEJ2	Resmed Magnesium Sulphate	R11.97	1 x 500g	14	18	90.00	189712093	CO
56	Methyl Salicylate 10% - 25% ointment, in a leak proof, resealable container, 25g		22,299,982	13,379,989	60%	Barrs Pharmaceutical Industries (Pty) Ltd	MAAA0024330	V4890	Barrs Methyl Salicylate 10% Ointment	R2.36	1 x 25g	14	294	94.18	189711948	JR
				8,919,993	40%	Vortex Healthcare	MAAA0010062	VFMA4	Ung Methyl Sal-VH	R2.24	1 x 1	14	500	90.00		
61	Morphine Hydrochloride BP crystals or crystalline powder, packed well-closed, sealed, light protected container, 10g			39,808		Barrs Pharmaceutical Industries (Pty) Ltd	MAAA0024330	V4890	Barrs Morphine Hydrochloride BP.	R391.00	1 x 10g	14	10	99.00	189715464	CO
62	Oral Rehydration, sachet containing total substance concentration within the range of 200-310 mmol/l. Solution to provide electrolyte concentration of the following: Glucose should at least equal Sodium but not exceeding 111mmol/l, Sodium 60 -90 mmol/l, Potassium 15-25 mmol/l, Citrate 8 - 12 mmol/l, Chloride 50 -80 mmol/l			10,407,466		Specpharm (Pty) Ltd	MAAA0009737	V3EQ1	Hydrol for Rehydration	R4.29	1 x 1 box of 200 sachets	14	1	96.00	222000966	EA
73	Potassium Chloride BP crystals or crystalline powder, 500g			5,370		Resmed Healthcare CC	MAAA0010098	VCEJ2	Resmed Potassium Chloride BP	R86.02	1 x 500g	14	18	90.00	180035581	CO
74	Povidone Iodine 10% ointment, 25g			1,642,625		Barrs Pharmaceutical Industries (Pty) Ltd	MAAA0024330	V4890	Barrs Povidone Iodine 10% Ointment	R6.38	1 x 25g	14	200	99.00	189703515	TU
75	Povidone Iodine 10% ointment, 500g			81,664		Barrs Pharmaceutical Industries (Pty) Ltd	MAAA0024330	V4890	Barrs Povidone Iodine 10% Ointment	R78.88	1 x 500g	14	22	99.00	189707388	JR
80	Prednisolone Caproate 1,3mg and Cinchocaine 1mg suppository, 12 suppositories			93,610		Bayer (Pty) Ltd	MAAA0009623	V6390	Scheriprocht Suppositories	R140.46	1 x 1	14	1	90.00	180966026	BX
81	Prednisolone Caproate 1,9mg and Cinchocaine 5mg/g ointment, 15g **Pack size offered:** Ointment: 30g			10,740		Bayer (Pty) Ltd	MAAA0009623	V6390	Scheriprocht Ointment	R262.14	1 x 1	14	1	90.00	180138111	TU

Item No	Item Specification	* Add	Estimate	Quantity Awarded	Split %	Supplier Name	Central Supplier Database Number	Supplier Code V-Number	Registered Product Name	Delivered Price	Pack Size Offered: Unit Pack	Lead-Time (≤ 14 calendar days)	MoQ	Total Score	National Stock Number	UOM
85	Selenium Sulfide 2,5% suspension, 50ml			511,095		Mentholatum South Africa (Pty) Ltd	MAAA0106047	V0MG1	Selsun 2.5	R51.90	1 x 1	8	96	90.00	189714836	BT
87	Sodium Bicarbonate BP powder, plastic lined bag or carton, 500g			19,127		Resmed Healthcare CC	MAAA0010098	VCEJ2	Resmed Sodium Bicarbonate BP	R17.04	1 x 500g	14	18	90.00	189711288	CO
88	Sodium Chloride BP crystals or crystalline powder, well -closed container, 500g			582		Resmed Healthcare CC	MAAA0010098	VCEJ2	Resmed Sodium Chloride BP	R22.72	1 x 500g	14	18	90.00	189753372	CO
89	Sodium Citrate powder BP, 500g			5,770		Resmed Healthcare CC	MAAA0010098	VCEJ2	Resmed Sodium Citrate BP	R58.99	1 x 500g	14	18	90.00	189715099	CO
90	Sodium Citro -Tartrate, effervescent granules, well -closed, moisture -proof container, 60g			750,464		Adcock Ingram Healthcare (Pty) Ltd	MAAA0036413	V2272	CITRO SODA GRANULES REGULAR 60g	R24.56	1 x 60g bottle	14	12 (1 Shipper)	96.00	189717326	CO
91	Sodium Polystyrene Sulphonate, 454g			31,610		Adcock Ingram Critical Care (Pty) Ltd	MAAA0010153	V4222	Kexelate Powder	R556.60	1 x 454g	14	1	96.00	189712704	CO
93	Soft Paraffin, white BP, 500g			186,603		Barrs Pharmaceutical Industries (Pty) Ltd	MAAA0024330	V4890	Barrs White Soft Paraffin BP	R24.51	1 x 500g	14	22	99.00	189707435	JR
95	Sun Screen Agent, with a minimum sun protection factor of 30SPF, broad spectrum (UVA and UVB), product to exhibit the latest Cansa sunsmart choice seal (CSSCS), 150ml, 250ml			736,493		Barrs Pharmaceutical Industries (Pty) Ltd	MAAA0024330	V4890	BioEarth Sunscreen Lotion SPF30	R32.48	1 x 150ml	14	100	99.00	181915443	CO
96	Tetracaine 0.5%, ointment for oral use, 10g			498,320		Adcock Ingram Healthcare (Pty) Ltd	MAAA0036413	V2272	DYNEXAN OINTMENT 10g	R17.42	1 x 10g tube	14	936 (1 Shipper)	96.00	189715427	TU
97	Tretinoin 0.025% gel, 20g			27,311		Pharmacare Limited	MAAA0008452	V2205	Ilotycin-A Gel 20g	R44.99	1 x 20g tube	14	24	90.00	189715428	TU
98	Tretinoin 0.05% cream, 20g			171,761		Pharmacare Limited	MAAA0008452	V2205	Ilotycin-A Cream 20g	R32.78	1 x 20g tube	14	24	90.00	189709033	TU
99	Ultrasound gel, water -based conductive gel of high viscosity for physiotherapeutic use, odourless, non-allergenic, non -staining, non -sticky, adequately humectant, squeeze bottle, 250ml			154,880		Lechoba Medical Technologies (Pty) Ltd	MAAA0038766	V3QX3	ULTRASOUND GEL	R10.75	1 x 1	7	5	90.00	189715112	BT
100	Ultrasound gel, water -based conductive gel of medium viscosity for obstetrics and gynae, cardiology, neurology, biopsy, vascular and general radiological use, odourless, non-allergenic, non -staining, non -sticky, adequately humectant, squeeze bottle, 250ml **Pack size offered:** Squeese bottle: 300ml			154,150		Electro Spyres Medical (Pty) Ltd	MAAA0003023	V6362	ULTRAGEL -> UG50/300ml	R12.30	1 x 1 Bottle of 300ml	14	144 Bottles	90.00	181855762	EA
102	Zinc and Castor Oil ointment BP, 25g			3,226,065		Barrs Pharmaceutical Industries (Pty) Ltd	MAAA0024330	V4890	Barrs Zinc and Castor Oil Ointment BP	R3.45	1 x 25g	14	294	99.00	189715429	JR

*** Add. = Addendum**

SPECIAL REQUIREMENTS AND CONDITIONS OF CONTRACT

HP08-2020SSP

SUPPLY AND DELIVERY OF SEMI-SOLID DOSAGE FORMS AND POWDERS TO THE DEPARTMENT OF HEALTH FOR THE PERIOD 1 JULY 2020 TO 30 JUNE 2023

BID VALIDITY PERIOD: 120 DAYS

CLOSING DATE AND TIME OF BID:
28 OCTOBER 2019 AT 11H00

NON-COMPULSORY BRIEFING SESSION:

VENUE: NATIONAL DEPARTMENT OF HEALTH, IMPILO BOARDROOM, PODIUM LEVEL, CIVITAS BUILDING, C/O THABO SEHUME AND STRUBEN STREETS, PRETORIA, 0002

TIME: 10:00

DATE: 8 OCTOBER 2019

TABLE OF CONTENTS

ABBREVIATIONS

API	: Active Pharmaceutical Ingredient
BAC	: Bid Adjudication Committee
B-BBEE	: Broad-Based Black Economic Empowerment
BP	: British Pharmaceutical
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

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 mandatory, unless it's not applicable and indicated as such in the "N/A" column.

All bid documents must be signed.

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

Compilation Sequence	Admin Code	Document Name	N/A	Yes	No	Remark
1	CL	Covering Letter i.e. limited stock availability of any item offered, non-compliance status relating to TAX, B-BBEE, License to Manufacture, Certificates etc.				
2	BSRA	Bid Signature. Resolution/Authority to sign bid				
3	BFI	Bid/File Index				
4	SBD.1	SBD 1: Invitation to bid				
5	PBD4.1	PBD 4.1: Contact Details of Bidder				
6	TCC	Tax Clearance Certificate (Current & Valid)				
7	B-BBEE	Valid B-BBEE certificate (certified copy) or Sworn Affidavit to claim preference points				
8	SBD6	SBD 6(1): Preference Points Claimed (B-BBEE)				
9	CSD	CSD Registration report - A certified copy of latest and complete report. Note: CSD summary report will not be accepted.				
10	PBD9	PBD9: Directors: Categorisation by race, gender and disability				
11	CIPC	CIPC/CIPRO or proof of ownership/shareholding. Certified copies of registration certificates				
12	SBD4	SBD 4: Declaration of interest				

Compilation Sequence	Admin Code	Document Name	N/A	Yes	No	Remark
13	SBD5	SBD5: The National Industrial Participation Programme				
14	SBD8	SBD 8: Declaration of Past SCM Practices				
15	SBD9	SBD 9: Certificate of Independent Bid Determination				
16	PBD1	PBD1: Authorisation Declaration Note: Non-compliance to submission of a valid authorisation declaration, where applicable, may invalidate the bid.				
17	PBD1.1	PBD 1.1: List of products offered sourced from third party				
18	PBD1.2	PBD 1.2: Unconditional written undertaking from the third party.				
19	PBD5	PBD5: Good Manufacturing Practice (GMP). Declaration of compliance.				
20	PBD8	PBD 8: Special Requirements and Conditions of Contact. Declaration of compliance.				
21	NC	Proof of company cedings, mergers and name changes				
22	LICMI	Licence to manufacture or import (in the name of the bidder), including all annexures. Certified copies required.				
23	LICM	Licence to manufacture medicines,including all annexures for local manufacturing sites as listed on the MRC of the bidder (applicant). Certified copies required.				
24	MRC	Medicine Registration Certificates (MRC) with all the associated conditions of registration - 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.				
25	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 numberical order.				

Compilation Sequence	Admin Code	Document Name	N/A	Yes	No	Remark
26	PBD10	British Pharmaceutical Standard: Declaration of compliance with the standard.				
27	PS	Proof of sample submission				
28	BL	Bidder`s item list (List of products offered)				
29	PRICE	Signed Excel Bid Response Pricing Schedule All prices must be submitted with two (2) decimals				
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. All bidders are required to complete and submit in hard copy and the electronic copies as part 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 and Conditions of Contract (SRCC) are supplementary to General Conditions of Contract (GCC). Where, however, the SRCC are in conflict with the GCC, the SRCC prevail.

2. BID INFORMATION SESSION

A non - compulsory information session will be held.

Date: 08 October 2019

Time: 10H00

Venue: Department of National Health, Impilo Boardroom, Podium Level, Civitas Building, c/o Thabo Sehume and Struben Streets, PRETORIA, 0002

It is strongly recommended that all prospective bidders attend the information session, which will provide bidders with an opportunity to obtain clarity on the bidding process, the conditions of contract and obtain clarity on any questions that may arise.

3. EVALUATION CRITERIA

The evaluation process will be conducted in phases as follows:

Phase I	Phase II	Phase III	Phase IV
Mandatory and other bid requirements	Product technical compliance	Price and B-BBEE	Recommendation and Award

Phase I	Phase II	Phase III	Phase IV
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: 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.

3.1.1 LEGISLATIVE REQUIREMENTS TO THIS BID

Medicines 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.

A bidder offering a medicine or scheduled substance must be the holder of a licence to manufacture or import medicines or scheduled substances issued in terms of section 22C (1)(b) of the Medicines and Related Substances Act, 1965 (Act 101 of 1965) including all annexures. A certified copy of such licence must be submitted by the bidder offering the product.

A bidder offering a medicine or scheduled substance must submit a certified copy of the licence to manufacture or import medicines, (including all annexures) for local manufacturing sites listed on the MRC of the bidder who must also be the applicant.

A bidder offering a medical device must be the holder of a licence to manufacture, import or distribute medical devices issued in terms of section 22C (1)(b) of the Medicines and Related Substances Act, 1965 (Act 101 of 1965) including all annexures. A certified copy of such licence must be submitted by the bidder offering the product.

In the event that such a bidder has not yet obtained a licence issued in terms of section 22C (1)(b) prior to the closing date and time of the bid, the bidder must submit evidence of the application made to the SAHPRA, to be licensed, in the form of a letter of acknowledgement of receipt received from SAHPRA.

Where an item offered is not registered in terms of section 15 of the Medicines and Related Substances Act, 1965 (Act 101 of 1965), a package insert of the item must be provided. Where there is no PI available, a legible copy of the label must be provided.

When items are offered for products where a British Pharmaceutical (BP) standard is specified, the bidder must declare that the product complies with, and is manufactured according to the specified standard. Details of the manufacturer must also be provided.

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.

3.1.2 RESPONSIVE BIDS

Bidders are required to submit responsive bids by completing all the prices in the Excel Bid Response. **All prices must be submitted with 2 (two) decimals**. 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.

3.1.3 BID DOCUMENTS

Bidders are required to submit responsive bids by completing all the prices, mandatory response fields and item questionnaires.

The Excel Bid Response Documents i.e pricing schedule and Directors: Categorisation of race, gender and disability provided forms an integral part of the bid document and bidders must ensure that it is completed without changing the structure thereof. All pages must be signed, if not your bid will not be considered for evaluation.

The prices quoted must be furnished as all inclusive (incl. VAT) on the basis of supply and delivery. **All prices must be submitted with two (2) decimals**.

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.

3.1.4 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.

3.1.5 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. Bidders remain responsible for maintaining and updating the CSD information in line with the bid documents submitted for this bid.

4. PHASE II: PRODUCT TECHNICAL COMPLIANCE

4.1 SAMPLES TO BE SUBMITTED TO HEALTH ENTITIES

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 entities 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 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. 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:

80/20 or 90/10

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

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

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
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 a valid certified copy of B-BBEE status level verification certificate or Sworn Affidavit to claim preference points, 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 semi-solid dosage forms and powders (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 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) including all annexures. A certified copy of such licence must be submitted by the bidder offering the product;
- The bidder offering a product must submit a certified copy of the licence to manufacture medicines, including all annexures for local manufacturing sites listed on the MRC of the bidder who must also be the applicant;
- 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 Excel Bid Response Document;
- Previous supplier performance;
- Compliance to all other aspects contained in these Special Requirements and 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

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 in the Bid Document Check List.
All bid documents must be signed.

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

- Covering Letter i.e. limited stock availability of any item offered, non-compliance;
- status relating to TAX, B-BBEE, License to Manufacture, Certificates etc.Bid Signature. Resolution/Authority to sign bid;
- Bid/File Index;
- SBD 1: Invitation to bid;
- PBD 4.1: Contact Details of Bidder;
- Tax Clearance Certificate (Current & Valid);
- Valid B-BBEE certificate (certified copy) or Sworn Affidavit to claim preference points;
- SBD 6(1): Preference Points Claimed (B-BBEE);
- CSD Registration report - A certified copy of latest and complete report. Note: CSD summary report will not be accepted;
- PBD9: Directors: Categorisation by race, gender and disability;
- CIPC/CIPRO or proof of ownership/shareholding. Certified copies of registration certificates;
- SBD 4: Declaration of interest;
- SBD5: The National Industrial Participation Programme;
- SBD 8: Declaration of Past SCM Practices;
- SBD 9: Certificate of Independent Bid Determination;

- PBD1: Authorisation Declaration Note: 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;
- PBD5: Good Manufacturing Practice (GMP). Declaration of compliance;
- PBD 8: Special Requirements and Conditions of Contact. Declaration of compliance;
- Proof of company cedings, mergers and name changes;
- Licence to manufacture or import (in the name of the bidder), including all annexures. Certified copies required;
- Licence to manufacture medicines,including all annexures for local manufacturing sites as listed on the MRC of the bidder (applicant). Certified copies required;
- Medicine Registration Certificates (MRC) with all the associated conditions of registration - Certified copies Note: All MRC's must be marked by the bidder with the relevant item number and be sorted and filed in numerical order;
- 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 numberical order;
- Proof of sample submission;
- PBD10: British Pharmaceutical Standard: Declaration of compliance with the standard;
- Bidder`s item list (List of products offered) and;
- Signed Excel Bid Response Pricing Schedule (All prices must be submitted in 2 (two) decimals).

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. Set 2 and Set 3 must be included on a CD with Set 1 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 initialed by same with black ink. The use of correction fluid is not acceptable. Any change/s must be clearly indicated and initialed.

Do not use binding methods like coil, comb, wire velobind, screw binding etc.
Pre-punch two holes on the left hand side of bid documents suitable for filing in a two hole lever arch file.
Tie bid documents in parcels using string or rope that can be easily untied for filing purposes.

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, 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.
Bidders must ensure that the price quoted for a product (line item) on the Excel Bid Response Document is for the unit pack 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, 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

SECTION B

16. CONTRACT PERIOD

The contract period shall be for the period ending 1 July 2020 to 30 June 2023.

17. PARTICIPATING AUTHORITES AND OTHER HEALTH ESTABLISHMENTS

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

Provincial Departments:

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

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.

20.1SPLIT 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 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.

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 for more than 2 suppliers is contemplated, the following formula may be used to allocate volumes for award:

- For a three way split: Supplier share = 33.3% + (supplier score - mean score) x 2.3%
- For a four way split: Supplier share = 25% + (supplier score - mean score) x 2%

20.2THERAPEUTIC CLASS AWARDS

The Policy for Classifying Medicines into Therapetic 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 ihibitors (Statins) e.g. simavastatin. These therapeutic classes have been designated where none of the members of the class offer any significant benefit over member of the class for a specific indication. The NEMLC will designate therapeutic classes for a condition, where appropriate.

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

A single member of the class may be awarded.

Therapeutic class description	Member of the therapeutic class
Potent Topical Corticosteroids: Cream: Small Pack Size	Betamethasone 0.1% cream, 15g *vs* Fluocinolone Acetonide 0.025% cream, 15g *vs* Methylprednisolone Aceponate 1mg/g cream, 20g *vs* Beclometasone 0.025% cream, 15g *vs* Diflucortolone 0.1% cream, 15g *vs* Fluticasone 0.05% cream, 15g *vs* Mometasone 0.1% cream, 20g

Therapeutic class description	Member of the therapeutic class
Potent Topical Corticosteroids: Ointment: Small Pack Size	Betamethasone 0.1% ointment, 15g *vs* Fluocinolone Acetonide 0.025% ointment, 15g *vs* Methylprednisolone Aceponate 1mg/g ointment, 20g *vs* Fluticasone 0.05% ointment, 15g *vs* Mometasone 0.1% ointment, 20g

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

23.2 PRICE ADJUSTMENTS RELATING TO FOREIGN EXCHANGE RISK

Only the portion of the bid price facing foreign exchange risk will be adjusted. This portion is determined by the price breakdown on the signed bid submission.
Adjustments are always calculated using the original awarded contracted price as the base.
Price adjustments relating to foreign exchange will be based on the percentage change between the relevant base average rate of exchange (RoE) and an adjustment average RoE.
Rates are sourced from the Reserve Bank (www.resbank.co.za).

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

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

Currency	Base Average Rates of Exchange Average for the period **1 March 2019 to 31 August 2019**
Rand per US Dollar	14.45
Rand per Br Pound	18.37
Rand per Euro	16.22
Rand per Yuan Renminbi	2.11
Rand per Indian Rupee	0.21

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 March 2019 to 31 August 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.

23.4ROUTINE 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 July 2020 - 31 December 2020	03 January 2021	01 February 2021
2	01 January 2021 - 30 June 2021	03 July 2021	01 August 2021
3	01 July 2021 - 31 December 2021	03 January 2022	01 February 2022
4	01 December 2021 - 31 May 2022	03 June 2022	01 July 2022
5	01 June 2022 - 30 November 2022	03 December 2022	01 January 2023

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 July 2020 - 30 September 2020	03 October 2020	01 November 2020
1.1	01 January 2021 - 31 March 2021	03 April 2021	01 May 2021
2.1	01 July 2021 - 30 September2021	03 October 2021	01 November 2021
3.1	01 January 2022 - 29 February 2022	03 April 2022	01 May 2022
4.1	01 July 2022 - 30 September 2022	03 October 2022	01 November 2022
5.1	01 January 2023 - 31 March 2023	03 April 2023	01 May 2023

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	01 October 2020 - 31 December 2020	03 January 2021	01 February 2021
2	01 April 2021 - 30 June 2021	03 July 2021	01 August 2021
3	01 October 2021 - 31 December 2021	03 January 2022	01 February 2022
4	01 April 2022 - 30 June 2022	03 July 2022	01 August 2022
5	01 October 2022 - 31 December 2022	03 January 2023	01 February 2023

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

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, the 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 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, 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 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

27.1PACKAGING

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

29. 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.

30. 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