health
Department:
Health
REPUBLIC OF SOUTH AFRICA

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

Enquiries: tenders@health.gov.za Ref: **HP02-2021AI**

HP02-2021AI: SUPPLY AND DELIVERY OF ANTI-INFECTIVE MEDICINES (ANTIBIOTICS, ANTIFUNGAL, ANTIPROTOZOAL AND ANTIVIRAL AGENTS) TO THE DEPARTMENT OF HEALTH FOR THE PERIOD 01 OCTOBER 2021 TO 30 SEPTEMBER 2023

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	Ms S Majova	(041) 406-9803	stella.majova@echealth.gov.za
Free State	Ms M Smits	(051) 411-0525	smitsm@fshealth.gov.za
Gauteng	Ms P Nyokong	(011) 628-9011	pretty.nyokong@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
DIRECTOR: AFFORDABLE MEDICINES
For: DIRECTOR-GENERAL: HEALTH
DATE: 22 July 2021

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
Acino Pharma (Pty) Ltd	VGS73	MAAA0009244	P O Box 8356 **MIDRAND** 1685	Anand Reddy	(011) 516 1700 (066) 304 6900	state_za@acino.swiss
Astellas Pharma (Pty) Ltd	V0L15	MAAA0088050	P O Box 2446 **BEDFORDVIEW** 2008	Mpumelelo Nhlapo	(011) 615 9433 (067) 428 7271	mpume.nhlapo@astellas.com
Aurobindo Pharma (Pty) Ltd	V1MV2	MAAA0039785	P O Box 343 **PARKLANDS** 2121	Muhammed Omar	(011) 867 9134 (073) 172 7877	muhammed.omar@aurobindo.com
Austell Pharmaceuticals (Pty) Ltd	V1A10	MAAA0034946	1 Sherborne Road **PARKTOWN** 2193	Mahomed Irefaan Mahomed	(011) 611 1605 (083) 633 8781	irefaanm@austell.co.za

Supplier Name	Supplier Code	CSD Code	Postal Address	Contact Person	Telephone / Cellphone Number	E-mail
Barrs Pharmaceutical Industries (Pty) Ltd	V4890	MAAA0024330	P O Box 7348 **ROGGEBAAI** 8012	Alfreda Le Roux	(021) 531 6601 (083) 582 1897	alfreda@barrs.co.za
Bayer (Pty) Ltd	V6390	MAAA0009623	P O Box 143 **ISANDO** 1600	Magda Noack	(011) 921 5279	za_tenders@bayer.com
Biotech Laboratories (Pty) Ltd	VUV35	MAAA0029826	Suite 150 Private Bag X65 **HALFWAY HOUSE** 1685	Faried Dean	(011) 848 3050 (082) 455 1149	tenders@biotechlabs.co.za
Dezzo Trading 392 (Pty) Ltd	V05Y6	MAAA0006141	P O Box 725 **LAWLEY** 1824	Janet Singh	(011) 036 9600 (076) 053 5148	janet.singh@ascendishealth.com
Equity Pharmaceuticals (Pty) Ltd	V1QZ3	MAAA0007480	P O Box 60964 **PIERRE VAN RYNEVELD** 0045	Carel Bouwer	(012) 345 1747 (082) 879 8866	carel@equitypharma.co.za
Fresenius Kabi SA (Pty) Ltd	VAJL3	MAAA0007374	P O Box 4156 **HALFWAY HOUSE** 1685	Jeannine Terblanche	(011) 545 0000	jeannine.terblanche@fresenius-kabi.com
Hetero Drugs South Africa (Pty) Ltd	VB2N1	MAAA0323938	Waterfall Corporate Campus, Building No2, 1st Floor 74 Waterfall Drive, Waterfall City **MIDRAND** 2066	Nahum Johnson	(012) 644 1220 (082) 388 7226	johnson.n@heterodrugs.com
Innovata Pharmaceuticals (Pty) Ltd	VBBL4	MAAA0003385	P O Box 777 **KELVIN** 2054	Grace Job	(086) 999 0912 (082) 901 8729	grace@innovata.co.za

Supplier Name	Supplier Code	CSD Code	Postal Address	Contact Person	Telephone / Cellphone Number	E-mail
Macleods Pharmaceuticals SA (Pty) Ltd	V3PJ1	MAAA0007167	Office Block 1, Bassonia Estate Office Park (East) 1 Cussonia Drive Bassonia Rock, Ext 12 **ALBERTON** 2061	Vanita Rajool	(011) 628 1169 (083) 266 9223	vanitar@macleodspharma.com
Merck (Pty) Ltd	V3018	MAAA0022370	P O Box 1998 **HALFWAY HOUSE** 1685	Thabeng Leping	(011) 372 5085 (064) 751 8347	thabeng.leping@merckgroup.com
MSD (Pty) Ltd	V2185	MAAA0077142	Private Bag 3 **HALFWAY HOUSE** 1685	Harshen Vassan	(011) 655 3157 (072) 652 8951	harshen.vassan@merck.com
Mylan (Pty) Ltd	V3PS6	MAAA0081441	Postnet Suite #23 Private Bag X10010 **EDENVALE** 1610	Kumaraswamy Ekhambaram	(011) 451 1300 (071) 473 3900	kumaraswamy.ekhambaram@viatris.com
Novartis South Africa (Pty) Ltd	VBVW2	MAAA0006317	Magwa Cresent West, Waterfall City Jukskei View **MIDRAND** 2090	Christy Manduray	(011) 347 6600 (076) 015 5995	christy.maduray@novartis.com
Oethmaan Biosims (Pty) Ltd	V91P2	MAAA0437774	P O Box 421001 **FORDSBURG** 2033	Muhammad Bodhania	(011) 433 0602 (083) 325 3741	mbodhania@medreich.co.za
Pfizer Laboratories (Pty) Ltd	V2189	MAAA0019202	P O Box 783720 **SANDTON** 2146	Themba Mnguni	(011) 320 6091 (082) 307 9658	themba.mnguni@pfizer.com

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Supplier Name	Supplier Code	CSD Code	Postal Address	Contact Person	Telephone / Cellphone Number	E-mail
Pharmacare Limited	V2205	MAAA0008452	P O Box 1593 **GALLO MANOR** 2052	Itumeleng Mathe	(011) 239 6243 (083) 298 4336	lmathe@aspenpharma.com
Pharma-Q (Pty) Ltd	V1NK1	MAAA0016762	Private Bag X09 **FLORIDA** 1710	Anand Metha	(011) 247 1600 (083) 636 4444	andy@pharmaq.co.za
Ranbaxy Pharmaceuticals (Pty) Ltd	V4728	MAAA0000384	P O Box 43486 **INDUSTRIA** 2042	Deepakh Sewnarain	(012) 643 2000 (082) 893 8649	deepakh.sewnarain@sunpharma.com
Resmed Healthcare cc	VCEJ2	MAAA0010098	P O Box 65409 **RESERVOIR HILLS** 4090	Lal Singh	(031) 577 7258 (079) 947 1789	lal@resmed.co.za
Sandoz SA (Pty) Ltd	VVZ69	MAAA0011663	P O Box 12257 **VORNA VALLEY** 1686	Renee Moodley	(011) 545 0424 (083) 704 1806	renee.moodley@sandoz.com
Sanofi-Aventis SA (Pty) Ltd	V2160	MAAA0009069	Private Bag X207 **MIDRAND** 1685	Jaidev Maharaj	(011) 847 5264 (082) 943 3952	jaidev.maharaj@sanofi.com
Strides Pharma SA (Pty) Ltd JV Kahma Biotech	VB035	MAAA0119416	P O Box 8356 **MIDRAND** 1685	Jacques Viljoen	(010) 594 5610 (082) 294 8843	jacques.viljoen@strides.com
Unimed Healthcare (Pty) Ltd	V92D6	MAAA0444639	Private Bag X12 **PRETORIA WEST** 0117	Arshad Bera	(011) 056 6999 (083) 647 7860	arshad@unimedhealthcare.co.za

Item No	Item Specification	Estimate	Quantity Awarded	Split	Supplier Name	Central Supplier Database Number	V-Number	Delivered Price in ZAR	Registered Product Name	Pack Size Offered: Unit Pack	Lead-Time (≤ 14 calendar days)	MOQ	B-BBEE Points allocated	Total Score	National Stock Number	UOM
1	Aciclovir 200mg tablet, 25 tablets		349 540		Ranbaxy Pharmaceuticals (Pty) Ltd	MAAA0000384	V4728	R13.17	Lovire 200 Tablets	1 x 25	14	96	5	95.00	180256112	CO
2	Aciclovir 250mg injection, 1 vial		223 600		Mylan (Pty) Ltd	MAAA0081441	V3PS6	R149.64	MYLAN ACICLOVIR 250	1 x 5	14	50	3	93.00	180075476	VI
3	Aciclovir 400mg tablets, 60 or 70 tablets		313 890		Ranbaxy Pharmaceuticals (Pty) Ltd	MAAA0000384	V4728	R52.44	Lovire 400 Tablets	1 x 70	14	80	5	95.00	180282035	CO
6	Albendazole 400mg tablet, 1 tablet		1 695 910		Dezzo Trading 392 (Pty) Ltd	MAAA0006141	V05Y6	R6.49	Wormadole	1 x 1	14	200	9	99.00	181823255	CO
7	Amikacin 100 mg injection, 2ml		155 000		Fresenius Kabi SA (Pty) Ltd	MAAA0007374	VAJL3	R12.32	AMIKACIN FRESENIUS 100 mg/2 ml	1 x 1	14	10	5	95.00	189708790	VI
8	Amikacin 250 mg injection, 2ml		31 810		Fresenius Kabi SA (Pty) Ltd	MAAA0007374	VAJL3	R15.35	AMIKACIN FRESENIUS 250 mg/2 ml	1 x 1	14	10	5	95.00	189708789	VI
9	Amikacin 500 mg injection, 2ml		308 590		Fresenius Kabi SA (Pty) Ltd	MAAA0007374	VAJL3	R19.84	AMIKACIN FRESENIUS 500 mg/2 ml	1 x 1	14	10	5	95.00	189708024	VI
10	Amoxicillin 125mg/5ml suspension, 100ml	4 577 710	1 570 940	34.32%	Dezzo Trading 392 (Pty) Ltd	MAAA0006141	V05Y6	R7.19	Amyn S 125	1 x 100ml	14	100	9	99.00	189704685	BT
			1 533 179	33.49%	Unimed Healthcare (Pty) Ltd	MAAA0444639	V92D6	R7.46	Amoxicillin 125 mg/5 ml Suspension Unimed	1 x 100ml	14	300	10	96.62		
			1 473 591	32.19%	Innovata Pharmaceuticals (Pty) Ltd	MAAA0003385	VBBL4	R7.76	Allmox S 125 mg/ 5 ml Suspension	1 x 100ml	14	100	10	92.87		
11	Amoxicillin 250mg capsule, 100 capsules		30 700		Innovata Pharmaceuticals (Pty) Ltd	MAAA0003385	VBBL4	R34.44	Allmox 250 mg Capsules	1 x 100	14	75	10	100.00	189710338	CO
12	Amoxicillin 250mg capsule, 15 capsules	6 708 320	2 310 346	34.44%	Unimed Healthcare (Pty) Ltd	MAAA0444639	V92D6	R5.00	Indo Amoxycillin 250	1 x 15	14	600	10	100.00	180198245	PG
			2 204 070	32.86%	Dezzo Trading 392 (Pty) Ltd	MAAA0006141	V05Y6	R5.20	Moxymax 250	1 x 15	14	600	9	95.40		
			2 193 904	32.70%	Innovata Pharmaceuticals (Pty) Ltd	MAAA0003385	VBBL4	R5.28	Allmox 250 mg Capsules	1 x 15	14	500	10	94.96		
13	Amoxicillin 250mg/5ml suspension, 100ml	5 967 140	2 005 673	33.61%	Dezzo Trading 392 (Pty) Ltd	MAAA0006141	V05Y6	R9.48	Amyn SF 250	1 x 100ml	14	100	9	99.00	189706340	BT
			1 989 389	33.34%	Unimed Healthcare (Pty) Ltd	MAAA0444639	V92D6	R9.67	Amoxicillin 250 mg/5 ml Suspension Unimed	1 x 100ml	14	200	10	98.20		
			1 972 078	33.05%	Innovata Pharmaceuticals (Pty) Ltd	MAAA0003385	VBBL4	R9.76	Allmox SF 250 mg/ 5 ml suspension	1 x 100ml	14	500	10	97.34		
14	Amoxicillin 500mg capsule, 15 capsules	13 815 720	4 657 435	33.71%	Unimed Healthcare (Pty) Ltd	MAAA0444639	V92D6	R8.07	Indo Amoxycillin -500	1 x 15	14	600	10	99.66	180292354	PG
			4 626 397	33.49%	Dezzo Trading 392 (Pty) Ltd	MAAA0006141	V05Y6	R8.04	Moxymax 500	1 x 15	14	600	9	99.00		
			4 531 888	32.80%	Innovata Pharmaceuticals (Pty) Ltd	MAAA0003385	VBBL4	R8.31	Allmox 500 mg capsules	1 x 15	14	500	10	96.98		
15	Amoxicillin 500mg capsules, 100 capsules		84 960		Oethmaan Biosims (Pty) Ltd	MAAA0437774	V91P2	R58.79	Ultramox 500	1 x 100	14	40	10	100.00	189710500	CO
16	Amoxicillin and Clavulanic acid 1000/200mg, injection, 1 vial		9 173 040		Sandoz SA (Pty) Ltd	MAAA0011663	VVZ69	R24.26	Sandoz Co-amoxyclav 1,2 g/20 ml	1 x 10	14	10 x 100	0	90.00	180057867	VI
17	Amoxicillin and Clavulanic acid 125mg and 31.25mg/5ml suspension, 100ml	1 265 080	316 270	25.00%	Aurobindo Pharma (Pty) Ltd	MAAA0039785	V1MV2	R23.82	Auro-Amoxiclav 125 - 31,25 mg/5 ml	1 x 100ml	14	1	4	94.00	180002781	BT
			948 810	75.00%	Sandoz SA (Pty) Ltd	MAAA0011663	VVZ69	R24.41	SANDOZ CO-AMOXYCLAV S 156 MG/5ML 100 ML	1 x 100ml	14	100	0	87.77		

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18	Amoxicillin and Clavulanic acid 250/125mg capsule/tablet, 15 capsules/tablets	2 876 650	1 725 990	60.00%	Aurobindo Pharma (Pty) Ltd	MAAA0039785	V1MV2	R22.28	Auro Amoxiclav 375 mg	1 x 15 tablets	14	15	4	94.00	189714965	CO
			1 150 660	40.00%	Austell Pharmaceuticals (Pty) Ltd	MAAA0034946	V1A10	R24.75	Austell Co Amoxiclav 375mg 15s	1 x 15 tablets	14	144	10	90.02		
19	Amoxicillin and Clavulanic acid 250mg and 62.5mg/5ml suspension, 100ml	683 410	170 853	25.00%	Aurobindo Pharma (Pty) Ltd	MAAA0039785	V1MV2	R30.66	Auro-Amoxiclav 250 - 62,5 mg/5 ml	1 x 100ml	14	1	4	94.00	180002786	BT
			512 558	75.00%	Sandoz SA (Pty) Ltd	MAAA0011663	VVZ69	R34.73	SANDOZ CO-AMOXYCLAV SF 312 MG/5ML 100 ML	1 x 100ml	14	100	0	78.05		
20	Amoxicillin and Clavulanic acid 500/100mg, injection, 1 vial		1 745 620		Sandoz SA (Pty) Ltd	MAAA0011663	VVZ69	R16.98	Sandoz Co-amoxyclav 0,6 g/20 ml	1 x 10	14	10 x 100	0	90.00	180158719	VI
21	Amoxicillin and Clavulanic Acid 600mg and 42.9mg/5ml suspension, 100ml		171 500		Austell Pharmaceuticals (Pty) Ltd	MAAA0034946	V1A10	R70.32	Austell Co Amoxiclav ES 600	1 x 100ml	14	30	10	100.00	222000960	EA
22	Amoxicillin and Clavulanic acid 875/125mg capsule/tablet, 10 capsules/tablets	2 905 350	2 324 280	80.00%	Aurobindo Pharma (Pty) Ltd	MAAA0039785	V1MV2	R22.98	Auro Amoxiclav 1000 mg	1 x 10 tablets	14	10	4	94.00	181854324	CO
			581 070	20.00%	Ranbaxy Pharmaceuticals (Pty) Ltd	MAAA0000384	V4728	R27.31	Ranclav 1 g	1 x 10 tablets	14	200	5	78.04		
24	Ampicillin 250mg injection, 1 vial	1 821 760	1 639 584	90.00%	Unimed Healthcare (Pty) Ltd	MAAA0444639	V92D6	R6.80	Ampicillin 250 injection Unimed	1 x 1	14	600	10	100.00	189702886	VI
			182 176	10.00%	Fresenius Kabi SA (Pty) Ltd	MAAA0007374	VAJL3	R9.14	AMPICILLIN - FRESENIUS 250 mg	1 x 1	14	10	5	64.03		
25	Ampicillin 500mg injection, 1 vial	6 526 840	4 568 788	70.00%	Unimed Healthcare (Pty) Ltd	MAAA0444639	V92D6	R7.53	Ampicillin 500 injection Unimed	1 x 1	14	600	10	100.00	189702887	VI
			1 958 052	30.00%	Aurobindo Pharma (Pty) Ltd	MAAA0039785	V1MV2	R7.77	Auro Ampicillin Injection 500 mg	1 x 1	14	1	4	91.13		
27	Artemether and Lumefantrine 20/120mg tablet, 24 tablets		64 060		Sandoz SA (Pty) Ltd	MAAA0011663	VVZ69	R67.56	COARTEM TABS 20/120 24	1 x 24	14	50	0	90.00	180958902	CO
28	Artesunate 60mg injection, 1 vial		453 675		Equity Pharmaceuticals (Pty) Ltd	MAAA0007480	V1QZ3	R452.00	GARSUN	1 x 1	14	10	1	91.00	222000949	VI
33	Azithromycin 500mg tablet/capsule, 2 tablets/capsules	2 417 170	1 450 302	60.00%	Austell Pharmaceuticals (Pty) Ltd	MAAA0034946	V1A10	R9.52	Austell Azithromycin 500mg 2s	1 x 2 tablets	14	500	10	96.26	181886851	CO
			966 868	40.00%	Biotech Laboratories (Pty) Ltd	MAAA0029826	VUV35	R9.14	AZITHROMYCIN 500 BIOTECH TABS 2	1 x 2 tablets	14	480	6	96.00		
34	Azithromycin 500mg tablet/capsule, 3 tablets/capsules	6 325 530	5 060 424	80.00%	Biotech Laboratories (Pty) Ltd	MAAA0029826	VUV35	R9.79	AZITHROMYCIN 500 BIOTECH TABS 3	1 x 3 tablets	14	200	6	96.00	180291039	CO
			1 265 106	20.00%	Strides Pharma SA (Pty) Ltd JV Kahma Biotech	MAAA0119416	VB035	R10.98	AZITHROMYCIN STRIDES	1 x 3 tablets	14	150	6	85.06		
42	Cefalexin 125mg/5ml suspension, 100ml		802 700		Ranbaxy Pharmaceuticals (Pty) Ltd	MAAA0000384	V4728	R13.69	Ranceph Suspension 125 mg/5 ml	1 x 100ml	14	80	5	95.00	189705592	BT
43	Cefalexin 250mg capsule/tablet, 20 capsules/tablets		117 400		Ranbaxy Pharmaceuticals (Pty) Ltd	MAAA0000384	V4728	R14.95	Ranceph 250 Capsules	1 x 20 capsules	14	120	5	95.00	189755469	CO
44	Cefalexin 250mg/5ml suspension, 100ml		25 450		Ranbaxy Pharmaceuticals (Pty) Ltd	MAAA0000384	V4728	R22.68	Ranceph Suspension 250mgl/ 5ml	1 x 100ml	14	80	5	95.00	189706333	BT
45	Cefalexin 500mg capsule/tablet, 20 capsules/tablets		31 270		Ranbaxy Pharmaceuticals (Pty) Ltd	MAAA0000384	V4728	R25.88	Ranceph 500 Capsules	1 x 20 capsules	14	160	5	95.00	222001216	CO
46	Cefazolin 1g injection, 1 vial	4 256 430	2 979 501	70.00%	Acino Pharma (Pty) Ltd	MAAA0009244	VGS73	R7.96	ZEFKOL 1.0G INJECTION	1 x 10	14	10	10	100.00	180113691	VI
			1 276 929	30.00%	Oethmaan Biosims (Pty) Ltd	MAAA0437774	V91P2	R8.72	Cefazolin 1 g Oethmaan	1 x 1	14	20	10	91.41		
47	Cefazolin 500mg injection, 1 vial	1 363 190	954 233	70.00%	Oethmaan Biosims (Pty) Ltd	MAAA0437774	V91P2	R5.95	Cefazolin 500 mg Oethmaan	1 x 1	14	20	10	100.00	189708784	VI
			408 957	30.00%	Acino Pharma (Pty) Ltd	MAAA0009244	VGS73	R6.38	ZEFKOL 0.5G INJECTION	1 x 10	14	10	10	93.50		

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48	Cefepime 1g injection, 1 vial		34 080		Aurobindo Pharma (Pty) Ltd	MAAA0039785	V1MV2	R49.00	Auro Cefepime Injection 1000 mg	1 x 1	14	1	4	94.00	180186466	VI
49	Cefepime 2g injection, 1 vial		59 350		Aurobindo Pharma (Pty) Ltd	MAAA0039785	V1MV2	R99.00	Auro Cefepime Injection 2000 mg	1 x 1	14	1	4	94.00	180187880	VI
50	Cefotaxime 1g injection, 1 vial		295 450		Innovata Pharmaceuticals (Pty) Ltd	MAAA0003385	VBBL4	R6.33	SAB - Cefotaxime 1 g Injection	1 x 1	14	100	10	100.00	189708190	VI
51	Cefotaxime 500mg injection, 1 vial		188 080		Oethmaan Biosims (Pty) Ltd	MAAA0437774	V91P2	R4.96	Cefotaxime 0,5 g Oethmaan	1 x 1	14	20	10	100.00	189708788	VI
52	Ceftazidime 1g injection, 1 vial		64 600		Acino Pharma (Pty) Ltd	MAAA0009244	VGS73	R25.19	TAZIJECT 1.0 G INJECTION	1 x 1	14	10	10	100.00	189708786	VI
53	Ceftazidime 2g injection, 1 vial		19 395		Acino Pharma (Pty) Ltd	MAAA0009244	VGS73	R51.78	TAZIJECT 2.0 G INJECTION	1 x 1	14	10	10	100.00	180374734	VI
54	Ceftriaxone 1g injection, 1 vial	9 622 350	3 601 305	37.43%	Innovata Pharmaceuticals (Pty) Ltd	MAAA0003385	VBBL4	R5.98	Fraxone 1 g	1 x 1	14	50	10	100.00	181750482	VI
			3 292 364	34.22%	Oethmaan Biosims (Pty) Ltd	MAAA0437774	V91P2	R6.55	Seftry 1,0	1 x 1	14	20	10	91.42		
			2 728 681	28.36%	Acino Pharma (Pty) Ltd	MAAA0009244	VGS73	R7.59	ROCIJECT 1.0G INJECTION	1 x 10	14	10	10	75.77		
55	Ceftriaxone 250mg injection, 1 vial	5 288 630	4 230 904	80.00%	Innovata Pharmaceuticals (Pty) Ltd	MAAA0003385	VBBL4	R4.03	Fraxone 250 mg	1 x 1	14	400	10	100.00	181775872	VI
			1 057 726	20.00%	Resmed Healthcare cc	MAAA0010098	VCEJ2	R4.90	REZONE 250 INJECTION	1 x 1	14	400	10	80.57		
56	Ceftriaxone 500mg injection, 1 vial	3 217 940	2 574 352	80.00%	Oethmaan Biosims (Pty) Ltd	MAAA0437774	V91P2	R4.89	Seftry 0,5	1 x 1	14	20	10	100.00	181750480	VI
			643 588	20.00%	Acino Pharma (Pty) Ltd	MAAA0009244	VGS73	R5.69	ROCIJECT 0.5MG INJECTION	1 x 10	14	10	10	85.28		
59	Chloramphenicol 1% eye ointment, 3.5g		6 057 610		Pharmacare Limited	MAAA0008452	V2205	R9.74	Chloramax Eye Ointment 3.5g	1 x 3.5g	14	102	5	95.00	189700731	TU
60	Ciprofloxacin 250mg tablet, 10 tablets		463 090		Biotech Laboratories (Pty) Ltd	MAAA0029826	VUV35	R4.35	BIOTECH CIPROFLOXACIN 250 mg 10's	1 x 10	14	500	6	96.00	189762972	CO
61	Ciprofloxacin 2mg/ml injection, 100ml		144 430		Fresenius Kabi SA (Pty) Ltd	MAAA0007374	VAJL3	R29.90	CIPROFLOXACIN FRESENIUS 2 mg/ml 100ml	1 x 100ml	14	10	5	95.00	189763036	VI
62	Ciprofloxacin 2mg/ml injection, 200ml		86 320		Fresenius Kabi SA (Pty) Ltd	MAAA0007374	VAJL3	R37.95	CIPROFLOXACIN FRESENIUS 2 mg/ml 200ml	1 x 200ml	14	10	5	95.00	180185726	BT
63	Ciprofloxacin 3mg/ml eye drops, 5ml		255 400		Novartis South Africa (Pty) Ltd	MAAA0006317	VBVW2	R17.25	Ciloxan	1 x 5ml	14	1	1	91.00	180073995	BT
64	Ciprofloxacin 500mg tablet, 10 tablets	2 055 560	1 438 892	70.00%	Biotech Laboratories (Pty) Ltd	MAAA0029826	VUV35	R6.96	BIOTECH CIPROFLOXACIN 500 mg 10's	1 x 10	14	400	6	96.00	189763034	CO
			616 668	30.00%	Austell Pharmaceuticals (Pty) Ltd	MAAA0034946	V1A10	R7.96	Austell Ciprofloxacin 500mg 10s	1 x 10	14	400	10	87.07		
65	Ciprofloxacin oral suspension 250mg/5ml 100ml		125 424		Bayer (Pty) Ltd	MAAA0009623	V6390	R229.43	Ciprobay Suspension 5%	1 x 100ml	14	1	0	90.00	180302525	BT
66	Clarithromycin 125mg/5ml suspension, 50/60ml		642 470		Ranbaxy Pharmaceuticals (Pty) Ltd	MAAA0000384	V4728	R29.89	KLARITHRAN SUSPENSION 125 mg/ 5 ml	1 x 60ml	14	96	5	95.00	222001218	BT
67	Clarithromycin 250mg/5ml suspension, 50/60ml		3 412		Ranbaxy Pharmaceuticals (Pty) Ltd	MAAA0000384	V4728	R50.03	KLARITHRAN SUSPENSION 250 mg/ 5 ml	1 x 60ml	14	96	5	95.00	181927703	BT
68	Clarithromycin 500mg tablet, 14 tablets		29 800		Austell Pharmaceuticals (Pty) Ltd	MAAA0034946	V1A10	R48.63	Austell Clarithromycin 500mg 14s	1 x 14	14	10	10	100.00	180145713	CO
69	Clindamycin 150mg capsule, 100 capsules		4 220		Pfizer Laboratories (Pty) Ltd	MAAA0019202	V2189	R321.63	Dalacin C 150 mg	1 x 100	14	1	1	91.00	189712138	CO

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70	Clindamycin 150mg capsule, 20 capsules		74 740		Pfizer Laboratories (Pty) Ltd	MAAA0019202	V2189	R44.49	Dalacin C 150 mg	1 x 20	14	1	1	91.00	180103949	CO
71	Clindamycin 600mg injection, 1 vial		208 500		Pharma-Q (Pty) Ltd	MAAA0016762	V1NK1	R13.50	Pharma-Q Clindamycin Injection 600 mg/4 ml	1 x 10	14	150	6	96.00	189710888	AM
72	Clotrimazole 1% cream, 20g	3 656 850	2 194 110	60.00%	Barrs Pharmaceutical Industries (Pty) Ltd	MAAA0024330	V4890	R4.38	Closcript Topical	1 x 20g	14	224	9	98.38	189705118	TU
			1 462 740	40.00%	Innovata Pharmaceuticals (Pty) Ltd	MAAA0003385	VBBL4	R4.50	Innospore Topical Cream	1 x 20g	14	224	10	96.90		
73	Clotrimazole 500mg vaginal tablet, Unit pack: 1 tablet and applicator		923 510		Pharmacare Limited	MAAA0008452	V2205	R12.69	Candizole Vaginal Tabs 500mg	1 x 1 (plus applicator)	14	100 (plus applicators)	5	95.00	189710836	CO
74	Clotrimazole 500mg/50g vaginal cream, Unit pack: 50g tube + 6 applicators	599 270	419 489	70.00%	Barrs Pharmaceutical Industries (Pty) Ltd	MAAA0024330	V4890	R14.98	Closcript Vaginal	1 x 50g (plus 6 applicators)	14	100 (plus applicators)	9	99.00	181932694	CO
			179 781	30.00%	Biotech Laboratories (Pty) Ltd	MAAA0029826	VUV35	R15.67	CLOTRIMAZOLE BIOTECH VAGINAL 50G + 6 APPLICATORS	1 x 50g (plus 6 applicators)	14	100 (plus applicators)	6	91.85		
75	Cloxacillin 250mg injection, 1 vial		249 900		Fresenius Kabi SA (Pty) Ltd	MAAA0007374	VAJL3	R10.47	CLOXACILLIN FRESENIUS 250 mg	1 x 1	14	50	5	95.00	189705615	VI
76	Cloxacillin 500mg injection, 1 vial		1 070 630		Fresenius Kabi SA (Pty) Ltd	MAAA0007374	VAJL3	R13.80	CLOXACILLIN FRESENIUS 500 mg	1 x 1	14	50	5	95.00	189705134	VI
77	Dapsone 100mg tablet, 100 tablets		22 290		Pharmacare Limited	MAAA0008452	V2205	R298.92	A-Lennon Dapsone 100mg 100's	1 x 100	14	3	5	95.00	189710181	CO
79	Doxycycline 100mg capsule/tablet, 100 capsules/tablets		17 580		Biotech Laboratories (Pty) Ltd	MAAA0029826	VUV35	R42.43	DOXYCYCLINE BIOTECH 100 100 TABS	1 x 100 tablets	14	1	6	96.00	222000938	CO
80	Doxycycline 100mg capsule/tablet, 14 capsules/tablets	1 955 460	1 564 368	80.00%	Dezzo Trading 392 (Pty) Ltd	MAAA0006141	V05Y6	R5.95	Doxytet	1 x 14 capsules	14	100	9	99.00	222000939	CO
			391 092	20.00%	Biotech Laboratories (Pty) Ltd	MAAA0029826	VUV35	R6.53	DOXYCYCLINE BIOTECH 100 14 TABS	1 x 14 tablets	14	100	6	87.23		
82	Ertapenem 1g injection, 1 vial		154 520		MSD (Pty) Ltd	MAAA0077142	V2185	R382.56	Invanz	1 x 1	14	1	0	90.00	222000942	VI
84	Flucloxacillin 250mg capsule, 100 capsules		100 860		Innovata Pharmaceuticals (Pty) Ltd	MAAA0003385	VBBL4	R54.04	Septapen 250	1 x 100	14	75	10	100.00	189710066	CO
85	Flucloxacillin 250mg capsule, 20 capsules	3 745 160	2 996 128	80.00%	Unimed Healthcare (Pty) Ltd	MAAA0444639	V92D6	R10.68	Indo Flucloxacillin-250	1 x 20	14	600	10	100.00	180342029	PG
			749 032	20.00%	Innovata Pharmaceuticals (Pty) Ltd	MAAA0003385	VBBL4	R12.45	Septapen 250	1 x 20	14	500	10	85.08		
86	Flucloxacillin 250mg capsule, 40 capsules	3 093 670	2 165 569	70.00%	Unimed Healthcare (Pty) Ltd	MAAA0444639	V92D6	R20.68	Indo Flucloxacillin-250	1 x 40	14	600	10	100.00	181818543	PG
			928 101	30.00%	Dezzo Trading 392 (Pty) Ltd	MAAA0006141	V05Y6	R21.62	Flupen 250	1 x 40	14	300	9	94.91		
87	Fluconazole 200mg tablet/capsule, 28 tablets/capsules		490 310		Biotech Laboratories (Pty) Ltd	MAAA0029826	VUV35	R30.46	BIO FLUCONAZOLE 200mg 28's	1 x 28 tablets	14	100	6	96.00	180962874	CO
88	Fluconazole 2mg/ml injection, 100ml injection		281 145		Fresenius Kabi SA (Pty) Ltd	MAAA0007374	VAJL3	R16.79	FLUCONAZOLE FRESENIUS 2 mg/ml	1 x 100ml	14	10	5	95.00	180101098	VI
89	Fluconazole 50mg tablet/capsule, 14 tablets/capsules		203 640		Biotech Laboratories (Pty) Ltd	MAAA0029826	VUV35	R9.36	BIO FLUCONAZOLE 50mg 14's	1 x 14 tablets	14	100	6	96.00	222001217	CO
90	Fluconazole 50mg/5ml syrup, 35ml		91 990		Pfizer Laboratories (Pty) Ltd	MAAA0019202	V2189	R171.16	DIFLUCAN 50 mg/ 5ml	1 x 35ml	14	1	1	91.00	181791499	BT
93	Gentamicin 20mg injection, 2ml injection		633 215		Fresenius Kabi SA (Pty) Ltd	MAAA0007374	VAJL3	R4.77	GENTAMYCIN FRESENIUS 20 mg/2ml (AMPOULES)	1 x 1	14	10	5	95.00	189710974	AM
94	Gentamicin 80mg injection, 2ml injection		1 741 860		Fresenius Kabi SA (Pty) Ltd	MAAA0007374	VAJL3	R6.54	GENTAMYCIN - FRESENIUS 80 mg/2 ml (AMPOULES)	1 x 1	14	10	5	95.00	180056669	AM

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95	Imipenem and cilastatin, 500/500mg injection, 1 vial		275 460		Ranbaxy Pharmaceuticals (Pty) Ltd	MAAA0000384	V4728	R64.98	Cilapen 500	1 x 1	14	24	5	95.00	222000943	VI
97	Ketoconazole 200mg tablet, 30 tablets		7 610		Pharmacare Limited	MAAA0008452	V2205	R227.27	Ketazol Tabs 200mg Tabs 30's	1 x 30	14	10	5	95.00	189710228	CO
98	Linezolid 100mg/5ml suspension, 150ml		2 480		Pfizer Laboratories (Pty) Ltd	MAAA0019202	V2189	R1 914.48	ZYVOXID 20 mg/ml	1 x 1	14	1	1	91.00	181756711	BT
99	Linezolid 600mg injection, 300ml infusion		34 270		Pfizer Laboratories (Pty) Ltd	MAAA0019202	V2189	R191.35	ZYVOXID 600 mg/300ml	1 x 10	14	10 x 10	1	91.00	181749810	CO
100	Linezolid 600mg tablet, 10 tablets		278 980		Macleods Pharmaceuticals SA (Pty) Ltd	MAAA0007167	V3PJ1	R124.00	ELTURIN 600	1 x 10	14	20 x 10	5	95.00	181756696	CO
101	Mebendazole 100mg tablet, 6 tablets		3 112 300		Ranbaxy Pharmaceuticals (Pty) Ltd	MAAA0000384	V4728	R3.74	Wormstop 100	1 x 6	14	352 x 6	5	95.00	180339466	PG
102	Mebendazole 100mg/5ml, suspension, 30ml		681 400		Ranbaxy Pharmaceuticals (Pty) Ltd	MAAA0000384	V4728	R12.54	Wormstop Suspension	1 x 30ml	14	80 x 30ml	5	95.00	189708035	BT
103	Mebendazole 500mg tablet, 1 tablet		9 801 190		Ranbaxy Pharmaceuticals (Pty) Ltd	MAAA0000384	V4728	R3.74	Wormstop 500	1 x 1	14	352 x 1	5	95.00	180146448	CO
104	Meropenem 1g injection, 1 vial		507 710		Ranbaxy Pharmaceuticals (Pty) Ltd	MAAA0000384	V4728	R73.60	Mercide 1 g	1 x 1	14	64	5	95.00	222000944	VI
105	Meropenem 500mg injection, 1 vial		325 140		Ranbaxy Pharmaceuticals (Pty) Ltd	MAAA0000384	V4728	R43.13	Mercide 500	1 x 1	14	64	5	95.00	222000945	VI
106	Metronidazole 200mg tablet, 21 tablets	1 624 750	1 137 325	70.00%	Dezzo Trading 392 (Pty) Ltd	MAAA0006141	V05Y6	R3.55	Anaerobyl 200	1 x 21	14	600	9	99.00	189750013	PG
			487 425	30.00%	Biotech Laboratories (Pty) Ltd	MAAA0029826	VUV35	R3.70	METRONIDAZOLE 200mg 21 TABLETS	1 x 21	14	400	6	92.20		
107	Metronidazole 200mg tablet, 250 tablets		56 450		Innovata Pharmaceuticals (Pty) Ltd	MAAA0003385	VBBL4	R36.99	Nidasall	1 x 250	14	45	10	100.00	189710264	CO
108	Metronidazole 200mg tablet, 28 tablets		383 750		Dezzo Trading 392 (Pty) Ltd	MAAA0006141	V05Y6	R4.20	Anaerobyl 200	1 x 28	14	60	9	99.00	181859997	PG
109	Metronidazole 200mg/5ml suspension, 100ml		1 208 620		Sanofi-Aventis SA (Pty) Ltd	MAAA0009069	V2160	R25.51	FLAGYL SUSPENSION 100ML	1 x 1	14	30	1	91.00	189706001	BT
110	Metronidazole 400mg tablet, 100 tablets		98 560		Innovata Pharmaceuticals (Pty) Ltd	MAAA0003385	VBBL4	R24.80	Amzole 400 mg	1 x 100	14	74 x 100	10	100.00	189711051	CO
111	Metronidazole 400mg tablet, 14 tablets	2 363 960	1 418 376	60.00%	Biotech Laboratories (Pty) Ltd	MAAA0029826	VUV35	R3.70	BIO-METRONIDAZOLE 400 Tablets 14's PRP	1 x 14	14	400	6	96.00	181798177	PG
			945 584	40.00%	Innovata Pharmaceuticals (Pty) Ltd	MAAA0003385	VBBL4	R3.99	Amzole 400 mg	1 x 14	14	300 x 14	10	92.95		
112	Metronidazole 400mg tablet, 21 tablets		1 034 170		Innovata Pharmaceuticals (Pty) Ltd	MAAA0003385	VBBL4	R5.50	Amzole 400 mg	1 x 21	14	300	10	100.00	181798178	PG
113	Metronidazole 400mg tablet, 5 tablets	4 252 140	2 551 284	60.00%	Biotech Laboratories (Pty) Ltd	MAAA0029826	VUV35	R1.74	BIO-METRONIDAZOLE 400 Tablets 5's PRP	1 x 5	14	800	6	96.00	180282750	PG
			1 700 856	40.00%	Dezzo Trading 392 (Pty) Ltd	MAAA0006141	V05Y6	R1.89	Anaerobyl 400	1 x 5	14	100	9	91.24		
114	Metronidazole 500mg injection	4 740 100	4 266 090	90.00%	Biotech Laboratories (Pty) Ltd	MAAA0029826	VUV35	R6.53	BIO METRONIDAZOLE IV 500 mg 100 ml INJ	1 x 1	14	100	6	96.00	189707172	BT
			474 010	10.00%	Fresenius Kabi SA (Pty) Ltd	MAAA0007374	VAJL3	R8.90	TRICHAZOLE	1 x 1	14	40	5	62.34		
115	Micafungin 100 mg injection, 1 vial		11 750		Astellas Pharma (Pty) Ltd	MAAA0088050	V0L15	R839.50	Mycamine 100 mg powder for solution for infusion	1 x 1	14	10	4	94.00	222000936	VI
116	Micafungin 50 mg injection, 1 vial		10 365		Astellas Pharma (Pty) Ltd	MAAA0088050	V0L15	R461.00	Mycamine 50 mg powder for solution for infusion	1 x 1	14	10	4	94.00	222000937	VI

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118	Miconazole 2% oral gel, 30g		338 720		Barrs Pharmaceutical Industries (Pty) Ltd	MAAA0024330	V4890	R34.97	Vari-Miconazole 2% Oral Gel	1 x 30g	14	150	9	99.00	189708022	TU
119	Moxifloxacillin 400mg injection, 250ml vial		3 692		Austell Pharmaceuticals (Pty) Ltd	MAAA0034946	V1A10	R135.71	Austell Moxifloxacin IV	1 x 1	14	64	10	100.00	181767779	CO
120	Moxifloxacin 400mg tablet, 10 tablets		2 540		Macleods Pharmaceuticals SA (Pty) Ltd	MAAA0007167	V3PJ1	R41.54	LONXAVE 400	1 x 10	14	112 x 10	5	95.00	180965259	CO
121	Moxifloxacin 400mg tablet, 5 tablets		7 670		Macleods Pharmaceuticals SA (Pty) Ltd	MAAA0007167	V3PJ1	R23.77	LONXAVE 400	1 x 5	14	112 x 5	5	95.00	181878933	CO
124	Neomycin and Polymyxin B sulfates and Dexamethasone, 3.5mg, 6000U and 1mg per ml eye drops, 5ml		272 160		Novartis South Africa (Pty) Ltd	MAAA0006317	VBVW2	R16.61	MAXITROL Eye Drops	1 x 1	14	1	1	91.00	189708057	BT
125	Neomycin and Polymyxin B sulfates and Dexamethasone, 3.5mg, 6000U and1mg per gram eye ointment, 3.5g		131 390		Novartis South Africa (Pty) Ltd	MAAA0006317	VBVW2	R29.06	MAXITROL Eye Ointment	1 x 1	14	1	1	91.00	189755066	TU
126	Nitrofurantoin 100mg capsule, 50 capsules		88 820		Pharmacare Limited	MAAA0008452	V2205	R263.58	Macrodantin 100mg Caps 50's	1 x 50	14	5	5	95.00	189714357	CO
127	Nystatin 100 000 units/ml oral suspension, 20ml + calibrated dropper		1 983 280		Ranbaxy Pharmaceuticals (Pty) Ltd	MAAA0000384	V4728	R11.85	Candacide Oral Suspension	1 x 20ml (unboxed)	14	36 x 20ml (unboxed)	5	95.00	189712135	BT
129	Phenoxymethylpenicillin 125mg/5ml suspension, 100ml		827 720		Dezzo Trading 392 (Pty) Ltd	MAAA0006141	V05Y6	R11.25	Athlone Phenoxymethylpencicillin 125/5ml	1 x 100ml	14	100	9	98.03	189703675	BT
130	Phenoxymethylpenicillin 250mg tablet, 100 tablets		13 500		Austell Pharmaceuticals (Pty) Ltd	MAAA0034946	V1A10	R45.42	Pen VK 250 Austell 100	1 x 100	14	200	10	100.00	180237100	PG
131	Phenoxymethylpenicillin 250mg tablet, 40 tablets		2 057 220		Austell Pharmaceuticals (Pty) Ltd	MAAA0034946	V1A10	R21.39	Pen VK 250 Austell 40	1 x 40	14	200	10	98.28	180292357	PG
132	Phenoxymethylpenicillin 250mg/5ml suspension, 100ml		1 544 640		Ranbaxy Pharmaceuticals (Pty) Ltd	MAAA0000384	V4728	R13.78	Betapen 250 mg Granules	1 x 100ml	14	100 x 100ml	5	95.00	189706020	BT
133	Piperacillin and Tazobactam 4g/500mg injection, 50ml injection		1 289 630		Biotech Laboratories (Pty) Ltd	MAAA0029826	VUV35	R42.04	CINOTAZ	10 x 50ml	14	10	6	95.18	180185518	VI
134	Praziquantel 500mg tablet, 100 tablets		5 331		Merck (Pty) Ltd	MAAA0022370	V3018	R1 810.03	Cysticide	1 x 100	10	432	2	92.00	189712366	CO
136	Silver Sulfadiazine 1% cream, 250g		36 140		Biotech Laboratories (Pty) Ltd	MAAA0029826	VUV35	R53.41	SILBECOR 1% Cream 250 g	1 x 250g	14	1	6	96.00	189711323	JR
137	Silver Sulfadiazine 1% cream, 500g		103 260		Biotech Laboratories (Pty) Ltd	MAAA0029826	VUV35	R94.58	SILBECOR 1% Cream 500 g	1 x 500g	14	1	6	96.00	189705115	JR
138	Silver Sulfadiazine 1% cream, 50g		228 740		Biotech Laboratories (Pty) Ltd	MAAA0029826	VUV35	R15.53	SILBECOR 1% Cream 50 g	1 x 50g	14	1	6	96.00	189705116	TU
139	Sulfamethoxazole and Trimethoprim 200/40mg per 5ml suspension, 100ml	6 845 430	4 107 258	60.00%	Unimed Healthcare (Pty) Ltd	MAAA0444639	V92D6	R6.54	Novatrim Suspension	1 x 100ml	14	300	10	100.00	189703514	BT
			2 738 172	40.00%	Resmed Healthcare cc	MAAA0010098	VCEJ2	R6.61	Resmed Co-Trimoxazole Oral Suspension	1 x 100ml	14	100	10	99.04		
140	Sulfamethoxazole and Trimethoprim 400/80mg injection, 5ml injection		625 150		Pharma-Q (Pty) Ltd	MAAA0016762	V1NK1	R8.00	Pharma-Q Co-Trimoxazole Injection 5 ml	1 x 10	14	250	6	96.00	189710893	AM
141	Sulfamethoxazole and Trimethoprim 400/80mg tablet, 28 tablets	3 001 560	1 800 936	60.00%	Innovata Pharmaceuticals (Pty) Ltd	MAAA0003385	VBBL4	R6.60	DUROBAC TABLETS	1 x 28	14	300	10	100.00	181860989	CO
			1 200 624	40.00%	Unimed Healthcare (Pty) Ltd	MAAA0444639	V92D6	R6.88	Novatrim	1 x 28	14	300	10	96.18		
142	Sulfamethoxazole and Trimethoprim 400/80mg tablet, 100 tablets		293 430		Innovata Pharmaceuticals (Pty) Ltd	MAAA0003385	VBBL4	R28.16	DUROBAC TABLETS	1 x 100	14	74	10	100.00	189710380	CO
143	Sulfamethoxazole and Trimethoprim 400/80mg tablet, 56 tablets	6 885 080	4 819 556	70.00%	Innovata Pharmaceuticals (Pty) Ltd	MAAA0003385	VBBL4	R11.85	Durobac Tablets	1 x 56	14	300	10	100.00	181798147	PG
			2 065 524	30.00%	Oethmaan Biosims (Pty) Ltd	MAAA0437774	V91P2	R12.77	Xeroprim	1 x 56	14	200	10	93.01		

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145	Tobramycin 3mg/g eye ointment, 3.5 g		65 124		Novartis South Africa (Pty) Ltd	MAAA0006317	VBVW2	R32.25	Tobrex Eye Ointment	1 x 1	14	1	1	91.00	189708681	TU
146	Tobramycin 3mg/ml eye drops, 5ml		103 638		Novartis South Africa (Pty) Ltd	MAAA0006317	VBVW2	R21.47	Tobrex Eye Drops	1 x 1	14	1	1	91.00	189708042	BT
148	Valganciclovir 450mg tablet, 60 tablets		2 669		Hetero Drugs South Africa (Pty) Ltd	MAAA0323938	VB2N1	R4 973.75	Valhet 450mg 60's	1 x 60	14	1	4	94.00	181804520	CO
150	Vancomycin 1g injection, 1 vial		181 590		**TO FOLLOW**										180002810	VI
151	Vancomycin 500mg injection, 1 vial		241 830		**TO FOLLOW**										189708886	VI

LEGEND UNIT OF MEASUE (UOM)	
AM	Ampoule
BT	Bottle
CO	Container
EA	Each
JR	Jar
PG	Packaging Group (Patient Ready Pack)
TU	Tube
VI	Vial

SPECIAL REQUIREMENTS AND CONDITIONS OF CONTRACT

HP02-2021AI

SUPPLY AND DELIVERY OF ANTI-INFECTIVE MEDICINES (ANTIBIOTICS, ANTIFUNGAL, ANTIPROTOZOAL AND ANTIVIRAL AGENTS) TO THE DEPARTMENT OF HEALTH FOR THE PERIOD 01 OCTOBER 2021 TO 30 SEPTEMBER 2023

BID VALIDITY PERIOD: 120 DAYS

CLOSING DATE AND TIME OF BID:

30 NOVEMBER AT 11H00

NO BRIEFING SESSION WILL BE HELD.

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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

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

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

All bid documents must be signed.

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

Compilation Sequence	Admin Code	Document Name	N/A	Yes	No	Remark
1	CL	Covering Letter				
2	BSRA	Bid Signature. Resolution/Authority to sign bid				
3	BFI	Bid/File Index				
4	PBD4.1	PBD 4.1: Contact Details of Bidder				
5	SBD5.1	SBD 1: Invitation to bid				
6	TCP	Tax Clearance Pin Issued				
7	CSD	CSD Registration report - A certified copy of latest and complete report. **Note: CSD summary report will not be accepted.**				
8	SBD4	SBD 4: Declaration of interest				
9	PBD9	PBD9: Directors: Categorisation by race, gender and disability				
10	SBD5	SBD5: The National Industrial Participation Programme				
11	SBD6	SBD 6(1): Preference Points Claimed (B-BBEE)				
12	BBBEE	Valid B-BBEE certificate**(certified copy of the original**) or Sworn Affidavit to claim preference points				

Compilation Sequence	Admin Code	Document Name	N/A	Yes	No	Remark
13	SBD8	SBD 8: Declaration of Past SCM Practices				
14	SBD9	SBD 9: Certificate of Independent Bid Determination				
15	PBD1	PBD1: Authorisation Declaration Note: Non-compliance to submission of a valid authorisation declaration, where applicable, may invalidate the bid.				
16	PBD1.1	PBD 1.1: List of products offered sourced from third party				
17	PBD1.2	PBD 1.2: Unconditional written undertaking from the third party.				
18	PBD5	PBD5: Good Manufacturing Practice (GMP). Declaration of compliance.				
19	PBD8	PBD 8: Special Requirements and Conditions of Contact. Declaration of compliance.				
20	CIPC	CIPC/CIPRO or proof of ownership/shareholding. Certified copies of registration certificates				
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**.				

Compilation Sequence	Admin Code	Document Name	N/A	Yes	No	Remark
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 numerical order.				
26	PS	Proof of sample submission				
27	BL	Bidder`s item list (List of products offered)				
28	PRICE	**Signed** Excel Bid Response Pricing Schedule If the Excel Bid response Pricing Schedule is not signed in the space provided, the bid will not be considered for evaluation.				
All bid documents listed above must be sorted, filed and submitted in the exact order as indicated above						
Submission of supporting bid documents is compulsory, unless it's not applicable and indicated as such in the "N/A" column						

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

SECTION A

1. LEGISLATIVE AND REGULATORY FRAMEWORK

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

As the National Department of Health complies with the regulations made under the Disaster Management Act, 2002, published in the Gazette 18 March 2020 no briefing session or public bid opening will be held.

It is strongly **recommended** that all prospective bidders submit all enquiries to tenders@health.gov.za on time to allow the response to reach the bidders before the tender closes.

3. EVALUATION CRITERIA

The evaluation process will be conducted in phases as follows:

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

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

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

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

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 the original licence must be submitted by the bidder offering the product.

The bidder offering a product must submit a **certified copy** of the original **licence** to manufacture medicines, including all annexures for local manufacturing sites listed on the MRC of the bidder who must also be the applicant.

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.

The prices quoted must be furnished as all inclusive (incl. VAT) on the basis of supply and delivery. **All prices must be submitted withtwo (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 Central Supplier Database and the tax compliance status PIN are the approved methods of verifying the tax compliance status of a bidder. The South African Revenue Service does not issue Tax Clearance Certificates anymore but has introduced an online provision via eFiling, for bidders to print their own Tax Clearance Certificates which they can submit with their bids or price quotations.

It is a condition of this bid that the tax matters of the bidder be in order at any point in time, or that satisfactory arrangements have been made with SARS to meet the bidder's tax obligations.
It is a requirement that bidders grant a written confirmation when submitting this bid that SARS may, on an on-going basis during the tenure of the contract, disclose the bidder's tax compliance status and, by submitting this bid, such confirmation is deemed to have been granted.

Bidders are required to be registered on the **Government's Central Supplier Database** and to include in their bid **their Master Registration Number (Supplier Number)** in order to enable the institution to verify the supplier's tax status on the Central Supplier Database;.

Foreign suppliers with neither South African tax obligations nor history of doing business in South Africa must complete the questionnaire on the SBD1. Where a recommendation for award of a bid has

been made to a foreign bidder, the NDOH will submit the bidder's completed SBD1 to the South African RevenueService to emailaddress: GovernmentInstitute@sars.gov.za. The South African Revenue Service will issue a confirmation of tax obligations letter to the NDOH, confirming whether or not the foreign entity has tax obligations in South Africa

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

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

4. PHASE II: PRODUCT TECHNICAL 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 DumisaniMalele 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.
- 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.
- Proof of sample submission, including a signed copy of the item list as received by the sample evaluation site, must be submitted with the bid documents at the closing date and time of the bid.

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
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 the original B-BBEE status level verification certificate, 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 certified copy of an original 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.
- Exempted Micro Enterprises (EME's) and Qualifying Small Enterprices (QSE's) must submit a Sworn Affidavit as prescribed by the B-BBEE Commssion, Practice Guide 01 of 2019.
- Sworn Affidavits submitted by EME's and QSE will strictly be evaluated according the the guidelines as prescribed by the B-BBEE Commission.
- If the bidder fails to comply with the paragraphs above, the bidder will be deemed not to have claimed preference points for B-BBEE status level of contribution and will therefore be allocated a zero (0). The National Department of Health may, before a bid is adjudicated or at any time, require a bidder to substantiate claims it has made with regard to preference claimed. 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 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 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 the original licence must be submitted by the bidder offering the product.
- The bidder offering a product must submit a **certified copy**of the originallicence to manufacture medicines, including all annexures for local manufacturing sites listed on the MRC of the bidder who must also be the applicant.
- 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 Excel 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

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 in the Bid Document Check List.

All bid documents must be signed.

Bidders not complying to any of the requirements may be 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;
- PBD 4.1: Contact Details of Bidder;
- SBD 1: Invitation to bid;
- Tax Clearance Pin Issued;
- CSD Registration report - A certified copy of latest and complete report. Note: CSD summary report will not be accepted;
- SBD 4: Declaration of interest;
- PBD9: Directors: Categorisation by race, gender and disability;
- SBD5: The National Industrial Participation Programme;
- SBD 6(1): Preference Points Claimed (B-BBEE);
- Valid B-BBEE certificate (certified copy) or Sworn Affidavit to claim preference points;
- 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;
- CIPC/CIPRO or proof of ownership/shareholding. Certified copies of registration certificates;
- Proof of company cedings, mergers and name changes;
- Certified copy of Licence to manufacture or import (in the name of the bidder), including all annexures;
- Certified copy of Licence to manufacture medicines, including all annexures for local manufacturing sites as listed on the MRC of the bidder (applicant);

- Certified copies of Medicine Registration Certificates (MRC) with all the associated conditions of registration (Annexure). 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 numerical
- order;
- Proof of sample submission;
- Bidder`s item list (List of products offered); and
- Signed Excel Bid Response Pricing Schedule (All prices must be submitted in 2 (two) decimals). If the Excel Bid response Pricing Schedule is not signed in the space provided, the bid will not be considered for evaluation

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 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 initialed by same with black ink. The use of correction fluid is not acceptable. Any change/s must be clearly indicated and initialed.

As the National Department of Health complies with the regulations made under the Disaster Management Act, 2002, published in the Gazette 18 March 2020 no briefing session or public bid opening will be held. However, Bidders must still ensure that bids are delivered on time to the correct address and deposited in the Tender Box. Late bids will not be accepted for consideration

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

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 Bid Response Document is for the unit pack as specified. No conversion factors will be applied.

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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 shall be for the period from 01 October 2021 to 30 September 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 and orther institutions as approved by the accounting officer.

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 the 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.

20.1 SPLIT AND MULTIPLE AWARDS

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

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

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

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

Category	Difference between points scored	Recommended percentage split
A	Equal points	50/50
B	< 5 points	60/40
C	>5-10 points	70/30
D	>10-20 points	80/20
E	>20 points	90/10

Where a split 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%

20.2 THERAPEUTIC 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 and Series Number	Therapeutic class description	Members of the therapeutic class
Class 1	Echinocandins	Anidulafungin 100 mg injection, 1 vial vs Micafungin 100 mg injection, 1 vial vs Caspofungin 50 mg injection, 1 vial + Caspofungin 70 mg injection, 1 vial
Class 2	Antivirals for herpes zoster, herpes simplex, varicella zoster	Aciclovir 400mg tablets, 60 or 70 tablets vs Valaciclovir 1000mg tablet, 30 tablets vs Famciclovir 250mg tablet, 21 tablets
Class 3	Fluoroquinolone eye drops	Ciprofloxacin 3mg/ml eye drops, 5ml vs Ofloxacin 3mg/ml eye drops, 5ml vs Moxifloxacin 5mg/ml eye drops, 5ml
Class 4	Imidazole, topical	Clotrimazole 1% cream, 20g vs Bifonazole 1% cream, 20g vs Miconazole 2% cream, 20 g vs Econazole 1% cream, 20g vs Ketoconazole 2% cream, 20g
Class 5	Praziquantel Procurement Class	Praziquantel 600mg tablet, 10 tablets vs Praziquantel 500mg tablet, 100 tablets

Class 6	Low Dose Macrolide Class	Azithromycin 200mg/5ml suspension, 15ml Vs Clarithromycin 125mg/5ml suspension, 50/60ml
Class 7	High Dose Macrolide Class	Clarithromycin 250mg/5ml suspension, 50/60ml vs Azithromycin 200mg/5ml suspension, 30ml
Class 8	Co-trimoxazole	Sulfamethoxazole and Trimethoprim 400/80mg tablet, 56 tablets vs Sulfamethoxazole and Trimethoprim 800/160mg tablet, 30 tablets

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).

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 April 2020 to 30 September 2020
Rand per US Dollar	**17.03**
Rand per Br Pound	**21.33**
Rand per Euro	**19.74**
Rand per Yuan Renminbi	**2.48**
Rand per Indian Rupee	**0.23**
Rand per Danish Krone	**2.65**

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 January 2020 to 30 June 2020using 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 proce review to reach the office by	Date from which adjusted prices will become effective
1	01 October 2021 - 31 March 2022	02 April 2022	01 May 2022
2	01 April 2022 - 30 September 2022	03 October 2022	01 November 2022
3	01 October 2022 - 31 March 2023	03 April 2023	01 May 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 proce review to reach the office by	Date from which adjusted prices will become effective
0.1	01 October 2021 - 31 December 2021	03 January 2022	01 February 2022
1.1	01 April 2022 - 31 June 2022	02 July 2022	01 August 2022
2.1	01 October 2022 - 31 December 2022	03 January 2023	01 February 2023
3.1	01 April 2023 - 31 June 2023	03 July 2023	01 July 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	Submission of request for proce review to reach the office by	Date from which adjusted prices will become effective
1	01 January 2022 - 31 March 2022	02 April 2022	01 May 2022
2	01 July 2022 - 30 September 2022	03 October 2022	01 November 2022
3	01 January 2023 - 31 March 2023	03 April 2023	01 May 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 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 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 id required to source alternative product of acceptable quality and up to the same quantity as required for a period of not more than three months. In the case of a multiple award, the alternative product should not be sourced from another contracted supplier for the same product.
- In the event that a contracted supplier is unable to supply in the short term, the National Department of Health reserves the right to proportionally reallocate volumes to an alternative contracted supplier for the duration of the contracted supplier's inability to supply.
- Prior to the supply of an alternative product can be undertaken, the contracted supplier is required to submit the samples of the product to be supplied to the two health establishments as listed in section 4.The contracted supplier is also required to furnish the Department of Health with the following information:
- Name of the product to be supplied;
- The quantities to be supplied;and
- The period for which the product will be supplied.
- The alternative productmust be supplied at the current price of the contracted item.
- This provision is only applicable for emergency supply and cannot be used for routine and continuous supply of the product.
- Suppliers may be required to pay penalties for supply exceeding the contractual lead time as stipulated in the General Conditions of Contract Paragraph 22.
- In terms of the General Conditions of Contract and Special Requirements and Conditions of Contract, the Participating Authorities may purchase outside the contract in order to meet its requirements if the item is urgently required and is not immediately available.

26.4 REPORTING

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

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

27. PACKAGING, LABELLING AND BARCODES

27.1 PACKAGING

- Suppliers must ensure that products delivered are received in good order at the point of delivery. Packaging must be suitable for further dispatch, storage and stacking according to Good Wholesaling Practice and Good Distribution Practice.
- Packaging must be suitable for transportation and should prevent exposure to conditions that could adversely affect the stability and integrity of the product.
- The packaging must be uniform for the duration of the contract period. All products must be packaged in acceptable containers, specifically developed for the product.
- The number of units per shipper pack or original carton must be completed in the Bid Response Document.
- Where a particular stacking and storage configuration is recommended by the supplier, this should be clearly illustrated on the outer packaging.
- Where the contents of the shipper pack represent a standard supply quantity of an item, the following must be adhered to:
  - Outer packaging flanges must be sealed with suitable tape that will clearly display evidence of tampering;.
  - The contents must be packed in neat, uniform rows and columns that will facilitate easy counting when opened.
  - Where the contents of a shipper pack represent a non-standard supply quantity, the following must be adhered to:
  - Outer packaging flanges must be sealed with suitable tape that will clearly display evidence of tampering;.
  - The shipper pack must contain only one product, mixing of multiple products in a single shipper is not allowed;.
  - The outer packaging must be clearly marked as a "Part Box".

27.2 LABELLING

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

Where a contracted supplier plans to cede a contrated item to another supplier, the contracted supplier must submit an official request in writing to the NDOH, three months prior to the proposed effective date.

The NDOH reserves the right to accept or decline the request to cede the contractual obligations to the new supplier under the prevailing conditions of contract or to cancel the contract.

The contracted supplier is obliged to supply the contracted item under the prevailaing conditions of contract, until such time that the NDOH has approved the request to cede the item to another supplier.

The 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. CANCELLATION OF THE CONTRACT

Cancellation of a contract will only be considered after compelling evidence to support the request has been submitted to the satisfaction of the Department of Health.

The contracted supplier is obliged to supply the contracted item under the prevailaing conditions of contract, until such time that the NDOH has approved the request to cancel the item.

31. THIRD PARTIES

Participating Authorities will not make a payment to or consult with a third party.

No third party is entitled to put an account of a Participating Authority on hold.

END