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: **HP13-2022ARV**

HP13-2022ARV: SUPPLY AND DELIVERY OF ANTI-RETROVIRAL MEDICINES TO THE DEPARTMENT OF HEALTH FOR THE PERIOD 01 JULY 2022 TO 30 JUNE 2025

1. The attached contract circular is for your information.

2. This contract will be subject to the General Conditions of Contract issued in accordance with Chapter 16A of the Treasury Regulations published in terms of the Public Finance Management Act, 1999 (Act 1 of 1999). The Special Requirements and Conditions of Contract are supplementary to the General Conditions of Contract. Where, however, the Special Requirements and Conditions of Contract are in conflict with the General Conditions of the Contract, the Special Requirements and Conditions of Contract will prevail.

3. The bid price offered applies to the product specified e.g. price per single unit, as per specification.

4. The following provincial Departments of Health will participate in this contract:

PARTICIPANTS	CONTACT PERSON	TEL NO	E-MAIL
Eastern Cape	Mr D Martin	(041) 406-9815	deon.martin@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 T Njapha	(031) 469-8300	Thandeka.Njapha@kznhealth.gov.za
Limpopo	Mr TS Rasekele	(015) 223-9065	rassolly@gmail.com
Mpumalanga	Ms B Khumalo	(013) 283-9000	BrianK@mpuhealth.gov.za
North-West	Ms Z Maqutu	(018) 384-4838	zmaqutu@nwpg.gov.za
Northern Cape	Ms E Delport	(053) 830-2717	edelport@ncpg.gov.za
Western Cape	Mr N Mia	(021) 483-5800	nisaar.mia@westerncape.gov.za

K JAMALOODIEN K Jamaloodien
DIRECTOR: AFFORDABLE MEDICINES
For: DIRECTOR-GENERAL: HEALTH
DATE: 24/5/2022

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
ABBVIE (Pty) Ltd	V3PG3	MAAA0076921	P O Box 4840 **WELTEVREDEN PARK** 1715	Sanvir Singh	(011) 831 3278 (083) 364 4284	sanvir.singh@abbvie.com
Adcock Ingram Healthcare (Pty) Ltd	V2272	MAAA0036413	Private Bag X69 **BRYANSTON** 2021	Nkosinathi Mthethwa	(011) 635 0109 (072) 328 1179	nkosinathi.mthethwa@adcock.com
Aurobindo Pharma (Pty) Ltd	V1MV2	MAAA0039785	Postnet Suite#17 Private Bag X1569 **GLENVISTA** 2058	Muhammed Zakariya Omar	(011) 867 9134 (073) 172 7877	muhammed.omar@aurobindo.com
Cipla Medpro SA (Pty) Ltd t/a Cipla Medpro Manufacturing	VXZ32	MAAA0006605	P O Box 32003 Mobeni **DURBAN** 4060	Willem Maritz	(011) 315 9150 (082) 887 4926	willem.maritz@cipla.com

Supplier Name	Supplier Code	CSD Code	Postal Address	Contact Person	Telephone / Cellphone Number	E-mail
Emcure Pharmaceuticals SA (Pty) Ltd	V3GQ7	MAAA0050669	P O Box 2099 **MONDEOR** 2110	Bharat Chotoo	(011) 867 7274 (082) 823 5844	barry.patel@emcure.co.in
Hetero Drugs SA (Pty) Ltd	VB2N1	MAAA0323938	Waterfall Corporate Campus, Building No 2, 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
Janssen Pharmaceutica (Pty) Ltd	VBKY6	MAAA0016328	P O Box 785939 **SANDTON** 2146	Tracy Dreyden	(011) 518 7053 (084) 460 8143	tdreyden@its.jnj.com
MSD (Pty) Ltd	V2185	MAAA0077142	Private Bag 3 **HALFWAY HOUSE** 1685	Valerie Olifant	(011) 655 3157 (076) 862 1908	valerie.olifant@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
Pharmacare Limited	V2205	MAAA0008452	P O Box 1593 **GALLO MANOR** 2052	Itumeleng Mathe	(011) 239 6243 (083) 298 4336	imathe@aspenpharma.com
Sonke Pharmaceuticals (Pty) Ltd	V1VD1	MAAA0000389	P O Box 8927 **CENTURION** 0046	Deepakh Mangal Sewnarain	(012) 643 2000 (082) 893 8649	deepakh.sewnarain@sunpharma.com

Item No	Item Specification	Therapeutic Class Number	Estimate	Quantity Awarded	Split %	Supplier Name	Central Supplier Database Number	Supplier Code V-Number	Registered Product Name	Delivered Price	Pack Size Offered: Unit Pack	Lead-Time (≤ 14 calendar days)	MOQ	Total Score	NSN	UOM
1	ABACAVIR 120 mg, LAMIVUDINE 60 mg dispersible tablet, 28/30 tablets		1 278 836	767 302	60.00%	Mylan (Pty) Ltd	MAAA0081441	V3PS6	DUMIVA DISPERSIBLE	R47.10	1 x 28 tablets	14	144	96.00	222001210	CO
				511 534	40.00%	Cipla Medpro SA (Pty) Ltd t/a Cipla Medpro Manufacturing	MAAA0006605	VXZ32	Divudine 120/60	R47.15	1 x 30 tablets	14	80	95.90		
2	ABACAVIR 20mg/ml oral solution, 240ml bottle with syringe top and a calibrated oral dosage syringe		2 244 221	673 266	30.00%	Hetero Drugs SA (Pty) Ltd	MAAA0323938	VB2N1	Hetacav Oral Solution	R58.88	1 x 240ml bottle	14	12	94.00	181781208	BT
				1 570 955	70.00%	Pharmacare Limited	MAAA0008452	V2205	ASPEN ABACAVIR 20MG/ML 240ML	R64.11	1 x 240ml bottle	14	18	87.01		
3	ABACAVIR 300mg tablet, 56 tablets		1 328 675	1 328 675		Mylan (Pty) Ltd	MAAA0081441	V3PS6	KAVIMUN 300	R100.29	1 x 56 tablets	14	144	95.06	181896191	CO
4	ABACAVIR 600mg and LAMIVUDINE 300mg tablet, 28 tablets		7 171 884	5 020 319	70.00%	Hetero Drugs SA (Pty) Ltd	MAAA0323938	VB2N1	Heteruam 600/300mg	R103.83	1 x 28 tablets	14	56	94.00	181900960	CO
				2 151 565	30.00%	Mylan (Pty) Ltd	MAAA0081441	V3PS6	DUMIVA	R112.21	1 x 28 tablets	14	144	88.74		
5	ABACAVIR 60mg dispersable/crushable tablet, 56 tablets		822 558	822 558		Mylan (Pty) Ltd	MAAA0081441	V3PS6	KAVIMUN PEAD	R37.62	1 x 56 tablets	14	72	96.00	181901076	CO
6	ATAZANAVIR 200mg tablet/capsule, 56/60 tablets/capsules		83 263	83 263		Aurobindo Pharma (Pty) Ltd	MAAA0039785	V1MV2	ZOROVIR 200 mg	R303.94	1 x 60 capsules	14	48	95.00	181872915	CO
7	ATAZANAVIR 300mg tablet/capsule, 28/30 tablets/capsules		68 156	68 156		Aurobindo Pharma (Pty) Ltd	MAAA0039785	V1MV2	ZOROVIR 300 mg	R213.84	1 x 30 capsules	14	48	95.00	222001277	CO
8	ATAZANAVIR 300mg, RITONAVIR 100mg tablet, 28/30 tablets	Class 1	597 943	597 943		Innovata Pharmaceuticals (Pty) Ltd	MAAA0003385	VBBL4	Riatem	R203.49	1 x 28 tablets	14	64	93.10	222001257	CO
9	DARUNAVIR 150mg tablet, 240 tablets		5 881	5 881		Janssen Pharmaceutica (Pty) Ltd	MAAA0016328	VBKY6	Prezista 150 mg	R816.44	1 x 240 tablets	7	1	91.00	181918854	CO
10	DARUNAVIR 400mg, RITONAVIR 50mg tablet, 56/60 tablets		41 903	41 903		Mylan (Pty) Ltd	MAAA0081441	V3PS6	ZADURNA	R380.29	1 x 56 tablets	14	24	96.00	222001258	CO
12	DARUNAVIR 600mg tablet, 56 tablets		79 038	79 038		Aurobindo Pharma (Pty) Ltd	MAAA0039785	V1MV2	NURADAR 600 mg	R695.07	1 x 60 tablets	14	12	95.00	181922274	CO
13	DARUNAVIR 75mg tablet, 480 tablets		1 816	1 816		Janssen Pharmaceutica (Pty) Ltd	MAAA0016328	VBKY6	Prezista 75mg	R910.05	1 x 480 tablets	7	1	91.00	181918853	CO

Item No	Item Specification	Therapeutic Class Number	Estimate	Quantity Awarded	Split %	Supplier Name	Central Supplier Database Number	Supplier Code V-Number	Registered Product Name	Delivered Price	Pack Size Offered: Unit Pack	Lead-Time (≤ 14 calendar days)	MOQ	Total Score	NSN	UOM
14	DOLUTEGRAVIR 50mg, LAMIVUDINE 300mg, TENOFOVIR 300mg tablet, 84/90 tablets		9 573 445	3 415 065	35.67%	Hetero Drugs SA (Pty) Ltd	MAAA0323938	VB2N1	Luvigen 84's	R166.75	1 x 84 tablets	14	20	94.00	222001255	CO
				3 079 277	32.16%	Mylan (Pty) Ltd	MAAA0081441	V3PS6	ACRIPTEGA	R187.58	1 x 90 tablets	14	50	84.76		
				3 079 103	32.16%	Innovata Pharmaceuticals (Pty) Ltd	MAAA0003385	VBBL4	Myteladov	R195.00	1 x 84 tablets	14	72	84.75		
17	DOLUTEGRAVIR 50mg scored tablet, 28/30 tablets		103 022	103 022		Sonke Pharmaceuticals (Pty) Ltd	MAAA0000389	V1VD1	VIDOTEG	R40.83	1 x 30 tablets	14	44	99.00	222000208	CO
18	DOLUTEGRAVIR 50mg tablet, 30 tablets		7 253 285	2 611 183	36.00%	Hetero Drugs SA (Pty) Ltd	MAAA0323938	VB2N1	Hetvir 50	R20.81	1 x 28 tablets	14	112	94.00	181936065	CO
				1 740 788	24.00%	Mylan (Pty) Ltd	MAAA0081441	V3PS6	MYLTEGA	R21.70	1 x 30 tablets	14	192	92.15		
				2 901 314	40.00%	Sonke Pharmaceuticals (Pty) Ltd	MAAA0000389	V1VD1	VIDOTEG	R35.95	1 x 30 tablets	14	44	33.52		
19	DOLUTEGRAVIR 50mg, ABACAVIR 600mg, LAMIVUDINE 300mg tablet, 28/30 tablets		1 187 300	712 380	60.00%	Emcure Pharmaceuticals SA (Pty) Ltd	MAAA0050669	V3GQ7	Cagol	R149.00	1 x 28 tablets	14	50	92.00	222000210	CO
				474 920	40.00%	Cipla Medpro SA (Pty) Ltd t/a Cipla Medpro Manufacturing	MAAA0006605	VXZ32	Damicava	R216.20	1 x 30 tablets	14	60	55.41		
20	DOLUTEGRAVIR 50mg, LAMIVUDINE 300mg, TENOFOVIR 300mg tablet, 28/30 tablets		145 652 671	23 726 959	16.29%	Mylan (Pty) Ltd	MAAA0081441	V3PS6	ACRIPTEGA	R60.84	1 x 28 tablets	14	100	94.08	222000207	CO
				23 706 468	16.28%	Hetero Drugs SA (Pty) Ltd	MAAA0323938	VB2N1	Luvigen 28's	R59.57	1 x 28 tablets	14	72	94.00		
				22 087 619	15.16%	Innovata Pharmaceuticals (Pty) Ltd	MAAA0003385	VBBL4	Myteladov	R67.79	1 x 28 tablets	14	50	87.58		
				21 131 456	14.51%	Pharmacare Limited	MAAA0008452	V2205	VULANTE TABS 28	R66.99	1 x 28 tablets	14	12	83.79		
				18 509 070	12.71%	Sonke Pharmaceuticals (Pty) Ltd	MAAA0000389	V1VD1	TELATRI	R76.52	1 x 28 tablets	14	72	73.39		
				18 502 381	12.70%	Aurobindo Pharma (Pty) Ltd	MAAA0039785	V1MV2	VOLUTRIP	R73.89	1 x 30 tablets	14	48	73.36		
				17 988 717	12.35%	Cipla Medpro SA (Pty) Ltd t/a Cipla Medpro Manufacturing	MAAA0006605	VXZ32	Reydin	R75.90	1 x 28 tablets	14	80	71.33		

Item No	Item Specification	Therapeutic Class Number	Estimate	Quantity Awarded	Split %	Supplier Name	Central Supplier Database Number	Supplier Code V-Number	Registered Product Name	Delivered Price	Pack Size Offered: Unit Pack	Lead-Time (≤ 14 calendar days)	MOQ	Total Score	NSN	UOM
21	EFAVIRENZ 200mg capsule, 84 capsules		1 525 616	1 220 493	80.00%	Mylan (Pty) Ltd	MAAA0081441	V3PS6	EFAMAT 200	R45.98	1 x 84 capsules	14	72	96.00	181922255	CO
				305 123	20.00%	Sonke Pharmaceuticals (Pty) Ltd	MAAA0000389	V1VD1	Sonke Efavirenz 200	R53.48	1 x 90 capsules	14	60	84.32		
22	EFAVIRENZ 50mg capsule, 28 capsules		883 919	883 919		Adcock Ingram Healthcare (Pty) Ltd	MAAA0036413	V2272	ADCO-EFAVIRENZ 50mg CAPS 28's	R17.92	1 x 28 capsules	14	60	96.00	181896194	CO
23	EFAVIRENZ 600mg tablet, 28 tablets		4 010 616	3 208 493	80.00%	Mylan (Pty) Ltd	MAAA0081441	V3PS6	EFRIN	R36.49	1 x 28 tablets	14	72	96.00	181896196	CO
				802 123	20.00%	Pharmacare Limited	MAAA0008452	V2205	ASPEN EFAVIRENZ 600MG TAB B/BAG 28	R49.42	1 x 28 tablets	14	20	63.11		
24	ETRAVIRINE 100mg tablet, 112 tablets Product Awarded: ETRAVIRINE 100mg tablet, 120 tablets		13 868	13 868		Janssen Pharmaceutica (Pty) Ltd	MAAA0016328	VBKY6	Intelence 100mg	R523.26	1 x 120 tablets	7	1	91.00	181892499	CO
25	LAMIVUDINE 10mg/ml oral solution, 240ml bottle with syringe top and a calibrated oral dosage syringe		2 314 498	1 851 598	80.00%	Adcock Ingram Healthcare (Pty) Ltd	MAAA0036413	V2272	ADCO-LAMIVUDINE 240ml	R20.90	1 x 240ml bottle	14	1 Shipper (12 units)	96.00	180205026	BT
				462 900	20.00%	Aurobindo Pharma (Pty) Ltd	MAAA0039785	V1MV2	BINDOLAM ORAL SOLUTION 10 mg/ml	R24.52	1 x 240ml bottle	14	30	79.41		
26	LAMIVUDINE 150mg scored tablet, 56 tablets		1 927 242	1 349 069	70.00%	Adcock Ingram Healthcare (Pty) Ltd	MAAA0036413	V2272	ADCO-LAMIVUDINE 150mg TABS 56's	R27.90	1 x 56 tablets	14	144	96.00	181896198	CO
				578 172	30.00%	Sonke Pharmaceuticals (Pty) Ltd	MAAA0000389	V1VD1	Sonke Lamivudine 150	R31.05	1 x 60 tablets	14	90	88.84		
27	LOPINAVIR 100mg and RITONAVIR 25mg film coated tablet, 56 tablets		1 632 792	1 632 792		Mylan (Pty) Ltd	MAAA0081441	V3PS6	RILOVIA 100/25	R66.05	1 x 56 tablets	14	144	96.00	181922256	CO
28	LOPINAVIR 200mg, RITONAVIR 50mg film coated tablet, 112 tablets		6 142 710	4 914 168	80.00%	Mylan (Pty) Ltd	MAAA0081441	V3PS6	RILOVIA 200/50	R242.45	1 x 112 tablets	14	48	96.00	181896251	CO
				1 228 542	20.00%	ABBVIE (Pty) Ltd	MAAA0076921	V3PG3	ALUVIA	R273.22	1 x 112 tablets	14	84	79.58		
30	LOPINAVIR 40mg, RITONAVIR 10mg capsule, 120 capsules	Class 2	463 610	463 610		Cipla Medpro SA (Pty) Ltd t/a Cipla Medpro Manufacturing	MAAA0006605	VXZ32	Lopimune 40/10 Oral Pellets	R212.75	1 x 120 capsules	14	70	96.00	222000968	CO
31	LOPINAVIR 80mg, RITONAVIR 20mg/ml oral solution, 60ml bottle with dosage cup containing graduations in increments up to 5ml		1 918 401	1 918 401		ABBVIE (Pty) Ltd	MAAA0076921	V3PG3	KALETRA ORAL SOLUTION	R71.63	1 x 5 (60ml bottles)	14	300 bottles	91.00	181779132	BT
32	NEVIRAPINE 200mg tablet, 56 tablets		1 806 313	1 806 313		Adcock Ingram Healthcare (Pty) Ltd	MAAA0036413	V2272	ADCO-NEVIRAPINE 200mg TAB 56'S	R34.91	1 x 56 tablets	14	1 Shipper (50 Units)	91.51	181922275	CO

Item No	Item Specification	Therapeutic Class Number	Estimate	Quantity Awarded	Split %	Supplier Name	Central Supplier Database Number	Supplier Code V-Number	Registered Product Name	Delivered Price	Pack Size Offered: Unit Pack	Lead-Time (≤ 14 calendar days)	MOQ	Total Score	NSN	UOM
33	NEVIRAPINE 50mg/5ml suspension, 100ml bottle with syringe top and a 2 ml calibrated oral dosage syringe		952 685	952 685		Cipla Medpro SA (Pty) Ltd t/a Cipla Medpro Manufacturing	MAAA0006605	VXZ32	Cipla Nevirapine Oral Suspension	R17.25	1 x 100ml bottle	14	60	96.00	181871672	KT
34	NEVIRAPINE 50mg/5ml suspension, 240ml bottle with syringe top and a 2 ml calibrated oral dosage syringe		533 712	533 712		Aurobindo Pharma (Pty) Ltd	MAAA0039785	V1MV2	BINDOPIN SUSPENSION 50 mg/5 ml	R28.28	1 x 240ml bottle	14	30	95.00	180387396	BT
35	RALTEGRAVIR 100mg chewable tablet, 56 tablets		2 814	2 814		MSD (Pty) Ltd	MAAA0077142	V2185	Isentress Chewable 100mg	R455.40	1 x 60 tablets	14	1	91.00	181920731	CO
36	RALTEGRAVIR 25mg chewable tablet, 56 tablets		1 452	1 452		MSD (Pty) Ltd	MAAA0077142	V2185	Isentress Chewable 25mg	R227.70	1 x 60 tablets	14	1	91.00	181920732	CO
37	RALTEGRAVIR 400mg tablet, 56 tablets		11 982	11 982		MSD (Pty) Ltd	MAAA0077142	V2185	Isentress 400mg	R537.46	1 x 60 tablets	14	1	91.00	181874441	CO
38	RITONAVIR 100mg tablet, 60 tablets		493 697	493 697		Hetero Drugs SA (Pty) Ltd	MAAA0323938	VB2N1	Hetrovir 100	R73.60	1 x 56 tablets	14	24	92.90	222001256	CO
39	RITONAVIR oral powder, 100mg per packet, 30 packets per carton		50 410	50 410		ABBVIE (Pty) Ltd	MAAA0076921	V3PG3	NORVIR ORAL POWDER	R52.20	1 x 30 packets/cartons	14	12	91.00	222000950	BX
41	TENOFOVIR 300mg tablet, 28 tablets		366 698	366 698		Adcock Ingram Healthcare (Pty) Ltd	MAAA0036413	V2272	ADCO-TENOFOVIR 300mg TABS 28's	R35.30	1 x 28 tablets	14	1 Shipper (100 units)	86.47	181896242	CO
42	TENOFOVIR 300mg, EMTRICITABINE 200mg tablet, 28 tablets		11 005 036	6 162 820	56.00%	Hetero Drugs SA (Pty) Ltd	MAAA0323938	VB2N1	Hetemcit	R47.39	1 x 28 tablets	14	108	94.00	181896252	CO
				1 540 705	14.00%	Mylan (Pty) Ltd	MAAA0081441	V3PS6	TENEMINE	R54.49	1 x 28 tablets	14	144	82.52		
				3 301 511	30.00%	Sonke Pharmaceuticals (Pty) Ltd	MAAA0000389	V1VD1	Duotemtric	R60.95	1 x 30 tablets	14	90	73.25		
43	TENOFOVIR 300mg, EMTRICITABINE 200mg, EFAVIRENZ 600mg tablet, 28/30 tablets		33 241 710	11 149 962	33.54%	Hetero Drugs SA (Pty) Ltd	MAAA0323938	VB2N1	Hetripco 28's	R78.17	1 x 28 tablets	14	56	94.00	181896256	CO
				11 070 358	33.30%	Mylan (Pty) Ltd	MAAA0081441	V3PS6	ATROIZA	R80.49	1 x 28 tablets	14	144	93.33		
				11 021 391	33.16%	Pharmacare Limited	MAAA0008452	V2205	TRIBUSS TAB 28	R79.98	1 x 28 tablets	14	10	92.92		
44	TENOFOVIR 300mg, EMTRICITABINE 200mg, EFAVIRENZ 600mg tablet, 84/90 tablets		2 229 735	1 783 788	80.00%	Hetero Drugs SA (Pty) Ltd	MAAA0323938	VB2N1	Hetripco 84's	R222.78	1 x 84 tablets	14	20	94.00	222001249	CO
				445 947	20.00%	Mylan (Pty) Ltd	MAAA0081441	V3PS6	ATROIZA	R258.49	1 x 90 tablets	14	72	81.57		

Item No	Item Specification	Therapeutic Class Number	Estimate	Quantity Awarded	Split %	Supplier Name	Central Supplier Database Number	Supplier Code V-Number	Registered Product Name	Delivered Price	Pack Size Offered: Unit Pack	Lead-Time (≤ 14 calendar days)	MOQ	Total Score	NSN	UOM
45	ZIDOVUDINE 100mg capsule, 100 capsules Product awarded: ZIDOVUDINE 100mg tablets, 100 tablets		113 334	113 334		Mylan (Pty) Ltd	MAAA0081441	V3PS6	ZIDOMAT 100	R54.34	1 x 100 tablets	14	72	96.00	181922278	CO
46	ZIDOVUDINE 300mg tablet, 56 tablets		466 985	466 985		Adcock Ingram Healthcare (Pty) Ltd	MAAA0036413	V2272	ADCO-ZIDOVUDINE 300mg TABS 56's	R72.53	1 x 56 tablets	14	1 Shipper (144 units)	93.28	181896243	CO
47	ZIDOVUDINE 300mg, LAMIVUDINE 150mg tablet, 56 tablets		9 095 690	6 366 983	70.00%	Hetero Drugs SA (Pty) Ltd	MAAA0323938	VB2N1	Combozil 150/300	R77.32	1 x 56 tablets	14	96	94.00	181896255	CO
				2 728 707	30.00%	Mylan (Pty) Ltd	MAAA0081441	V3PS6	ZOVILAM	R84.49	1 x 56 tablets	14	144	87.65		
48	ZIDOVUDINE 50mg/5ml syrup, 200ml bottle with syringe top and a calibrated 10ml oral dosage syringe		532 279	532 279		Adcock Ingram Healthcare (Pty) Ltd	MAAA0036413	V2272	ADCO-ZIDOVUDINE SYR 200ml	R31.00	1 x 200ml bottle	14	1 Shipper (12 units)	96.00	180165395	BT

LEGEND UNIT OF MEASUE (UOM)	
BT	Bottle
BX	Box
CO	Container
KT	Kit

SPECIAL REQUIREMENTS AND CONDITIONS OF CONTRACT

HP13-2022ARV

SUPPLY AND DELIVERY OF ANTI-RETROVIRAL MEDICINES TO THE DEPARTMENT OF HEALTH FOR THE PERIOD 01 JULY 2022 TO 30 JUNE 2025

BID VALIDITY PERIOD: 180 DAYS

CLOSING DATE AND TIME OF BID:

23 AUGUST 2021 AT 11H00

NON-COMPULSORY ONLINE BRIEFING SESSION:
ZOOM WEBINAR: 16 JULY 2021 AT 10:00

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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 order as indicated below.**

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

All bid documents must be signed.

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

Compilation Sequence	Admin Code	Document Name	N/A	Yes	No	Remark
1	CL	Covering Letter				
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**) to claim preference points				
13	EME	Sworn Affidavit **(certified copy of the original sworn affidavit),** if you are an Excempted Micro Enterprise (see Annexure B attached)				

Compilation Sequence	Admin Code	Document Name	N/A	Yes	No	Remark
14	QSE	Sworn Affidavit **(certified copy of the original sworn affidavit),** if you are an Qualified Small Enterprise (see Annexure C attached)				
15	HTC	Guide on how to complete EME and QSE sworn affidavit (see Annexure D)				
16	SBD8	SBD 8: Declaration of Past SCM Practices				
17	SBD9	SBD 9: Certificate of Independent Bid Determination				
18	PBD1	PBD1: Authorisation Declaration Note: Non-compliance to submission of a valid authorisation declaration, where applicable, may invalidate the bid.				
19	PBD1.1	PBD 1.1: List of products offered sourced from third party				
20	PBD1.2	PBD 1.2: Unconditional written undertaking from the third party.				
21	PBD5	PBD5: Good Manufacturing Practice (GMP). Declaration of compliance.				
22	PBD8	PBD 8: Special Requirements and Conditions of Contact. Declaration of compliance.				
23	CIPC	CIPC/CIPRO or proof of ownership/shareholding. Certified copies of registration certificates				
24	NC	Proof of company cedings, mergers, acquisition and name changes				
25	LICMI	Licence to manufacture or import (in the name of the bidder), **including all annexures. Certified copies required.**				
26	LICM	Licence to manufacture or import, including all annexures **for local manufacturing sites** as listed on the MRC of the bidder (applicant). Certified copies required.				
27	LICMDL	Licence to manufacture/distribute/wholesale medical devices, including all annexures. Certified copies required. (if applicable).				

Compilation Sequence	Admin Code	Document Name	N/A	Yes	No	Remark
28	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**.				
29	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.				
30	PS	Proof of sample submission				
31	BL	Bidder`s item list (List of products offered)				
32	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 Requirements and Conditions of Contract (SRCC) are supplementary to General Conditions of Contract (GCC). Where, however, the SRCC are in conflict with the GCC, the SRCC prevail.

2. BID INFORMATION SESSION

As the National Department of Health complies with the regulations made under the Disaster Management Act, 2002, a non-compulsory online briefing session will be held via a Zoom Webinar on the 16th of July 2021 at 10H00.

Bidders who wish to partake are required to register on Zoom Webinar not later than Thursday, close of business, 15th July 2021, by using the following link.

https://health-za.zoom.us/webinar/register/WN_J-y-Nw6rQxO2ZjbHCeRNyw

Upon successful registration you will receive an email detailing your Meeting ID and password to access the Webinar.

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

3. EVALUATION CRITERIA

The evaluation process will be conducted in phases as follows:

Phase I	Phase II	Phase III	Phase IV
Mandatory 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.

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

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 with two (2) decimals.

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

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

3.1.4 AUTHORISATION DECLARATION

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

In the event that the Manufacturer, Packer or other entity, as listed on the certificate of registration are external third parties, the bidder must ensure that all legal, financial and supply arrangements have been mutually agreed upon between the bidder and these third parties.
Where a third party is involved in any capacity, the bidder must submit a duly completed and signed Authorisation Declaration (PBD1) for each such third party.

The National Department of Health reserves the right to verify any information supplied by the bidder in the Authorisation Declaration. Where the information is found to be false or incorrect, the National Department of Health reserves the right to exercise any of the remedies available at its discreation.

Failure to submit a duly completed and signed Authorisation Declaration, with the required annexure(s), in accordance with the above provisions, may invalidate the bid for such goods or services offered.
No agreement between the bidder and any third party will be binding on the National Department of Health.

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 Revenue Service to email address: GovernmentInstitute@sars.gov.za. The South African Revenue Service will issue a confirmation of tax obligations letter to the NDOH, confirming whether or not the foreign entity has tax obligations in South Africa.

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

The National Department of Health shall verify the bidder's tax compliance status through the CSD.

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

4. PHASE II: PRODUCT TECHNICAL 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 the products they are bidding for, 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 may 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:

Ms Pretty Nyokong Contract Manager Tel: 011 628 9131 Gauteng: Medical Supplies Depot Store 3 35 Plunkett Avenue Hurst Hill 2092	Ms Jacqueline Voget Pharmaceutical Policy Specialist Tel: 021 483 0893 Western Cape: Department of Health 4th Floor, Cape Medical Depot 16 Chiappini Street Cape Town 8001

- No samples must be sent to the National Department of Health.
- Samples must be marked with the bid number, the item number as well as the bidder's name and address.
- Bidders must submit at least one original pack of each offer for evaluation.
- It is the responsibility of the bidder to ensure that samples have been received at the addresses provided above. Proof of sample submission must be submitted with the bid documents at the closing date and time of the bid
- All samples for awarded items will be retained for the period of the contract.
- All samples must be a true representation of the product which will be supplied.

- A mock sample (for example, an empty blister / pack and / artwork) may be submitted for Schedule 6 items (if applicable).
- A mock sample may or may not be accepted for any other item excluding Schedule 6 at the discretion of the National Department of Health.
- All samples submitted must include an eligible package insert or document detailing professional information approved by the MCC or SAHPRA.
- Both Health estabilishments will evaluate the samples and agree on compliance to the specification.

4.2 COMPLIANCE WITH SPECIFICATIONS

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

The Department reserves the right to award a product with a Specification Deviation.

5. PHASE IV: PREFERENCE POINT SYSTEM

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

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

- The bid price (maximum 90 points)
- B-BBEE status level of contributor (maximum 10 points)

The following formula will be used to calculate the points for price:

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

Where:

Ps = Points scored for comparative price of bid under consideration

Pt = Comparative price of bid under consideration

Pmin = Comparative price of lowest acceptable bid

5.2 POINTS AWARDED FOR B-BBEE STATUS LEVEL OF 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)
1	10
2	9
3	6
4	5
5	4
6	3
7	2
8	1
Non-compliant contributor	0

- 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 original certified copy of the B-BBEE status level certificate must be issued by a SANAS accredited agency.
- The points scored by a bidder in respect of the level of B-BBEE contribution will be added to the points scored for price.

- Exempted Micro Enterprises (EME's) and Qualifying Small Enterprices (QSE's) must submit a Sworn Affidavit as prescribed by the B-BBEE Commission, 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 may be deemed not to have claimed preference points for B-BBEE status level of contribution and may therefore be allocated a zero (0). The National Department of Health may, before a bid is adjudicated or at any time, require a bidder to substantiate claims it has made with regard to preference claimed.
- A contract may, on reasonable and justifiable grounds, be awarded to a bid that did not score the highest number of points.

6. PREFERENCE FOR LOCALLY PRODUCED PRODUCTS

The National Department of Health reserves the right to consider locally produced products offered. Bidders are required to indicate on the Excel Bid Response Document where the products are manufactured.
In order to provide preference to locally produced products, the definition of a locally produced product will be limited to product formulation and conversion processes that use materials and components to manufacture anti-retroviral medicines (including importation of raw material of active pharmaceutical ingredients (API) and of excipients for production of finished products) in the Republic of South Africa.

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

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

- The MRC issued by the MCC or the SAHPRA lists the primary site of production as one that is located in the Republic of South Africa;
- The site/s of manufacture and/or packaging for the product offered is/are located in the Republic of South Africa;
- The reference price has not been exceeded (if applicable);

- 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 SRCC.

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.

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) to claim preference points;
- Sworn Affidavit **(certified copy of the original sworn affidavit),** if you are an Excempted Micro Enterprise;
- Sworn Affidavit **(certified copy of the original sworn affidavit),** if you are a Qualified Small Enterprise;
- Guide on how to complete EME and QSE sworn affidavit;
- 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;
- PBD 5: 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, acquisition 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 copy of Licence to manufacture/distribute/wholesale medical devices, including all annexures. Certified copies required. (if applicable)
- 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, a non compulsory online briefing session will be held via Zoom (Webinar) on the 2nd of July 2021 at 10H00.

Furthermore, 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.

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, involving such steps as the Department may in its entire and absolute discretion deem necessary in order to satisfy itself as to, inter alia, the legal, compliance, financial and operational status and condition of such Bidder, Supplier and/or its Affiliates (as the case may be). This may include site visits to assess whether:

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

14. COMMUNICATION

The National Department of Health, may communicate with bidders where clarity is sought after the closing date and time of the bid and prior to the award of the contract, or to extend the validity period of the bid, if necessary. Any communication to any government official or a person acting in an advisory capacity for the National Department of Health in respect of this bid between the closing date and the award of the bid by the bidder is discouraged.

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

15. CONTACT DETAILS

Postal address
Directorate: Affordable Medicines
Private Bag X828
PRETORIA
0001

Physical address
Directorate: Affordable Medicines
Dr AB Xuma Building
1112 Voortrekker Road, Block A
Pretoria Townlands 351-JR
PRETORIA
0187

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

- tenders@health.gov.za

SECTION B

16. CONTRACT PERIOD

The contract shall be for three (3) years from 1 July 2022 to 30 June 2025.

17. PARTICIPATING AUTHORITES AND OTHER HEALTH ESTABLISHMENTS

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

- Department of Correctional Services;
- South African Military Health Services

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

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	**Therapeutic class description**	**Members of the therapeutic class**
Class 1	Protease Inhibitor	DARUNAVIR 400mg, RITONAVIR 50mg tablet, 56/60 tablets (Item 11) VS ATAZANAVIR 300mg, RITONAVIR 100mg tablet, 28/30 tablets (Item 8)
Class 2	Lopinavir/Ritonivir	LOPINAVIR 40mg, RITONAVIR 10mg capsule, 120 capsules (Item 30) VS LOPINAVIR 40mg, RITONAVIR 10mg granules, 120 sachets (Item 29)

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 January 2021 to 30 June 2021
Rand per US Dollar	**R14.54**
Rand per Br Pound	**R20.19**
Rand per Euro	**R17.53**
Rand per Yuan Renminbi	**R2.25**

Currency	Base Average Rates of Exchange Average for the period 1 January 2021 to 30 June 2021
Rand per Indian Rupee	**R0.20**
Rand per Danish Krone	**R2.36**

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 2021 to 30 June 2021 using the South African Reserve Bank published rates for the specific currency.

23.3 APPLICATION FOR CONTRACTUAL PRICE ADJUSTMENTS

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

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

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

23.4 ROUTINE PRICE ADJUSTMENTS

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

Review	Period for calculating adjustment average RoE	Submission of request for price review to reach the office by	Date from which adjusted prices will become effective
1	01 July 2022 - 31 December 2022	03 January 2023	01 Febraury 2023
2	01 December 2022 – 31 May 2023	03 June 2023	01 July 2023
3	01 July 2023- 31 December 2023	03 January 2024	01 Febraury 2024
4	01 December 2023 – 31 May 2024	03 June 2024	01 July 2024
5	01 July 2024 - 31 December 2024	03 January 2025	01 Febraury 2025

23.5 EXCEPTIONAL PRICE ADJUSTMENTS

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

Review	Period for calculating adjustment average RoE	Submission of request for price review to reach the office by	Date from which adjusted prices will become effective
0.1	01 July 2022 – 30 September 2022	03 October 2022	01 November 2022
1.1	01 January 2023 - 31 March 2023	03 April 2023	01 May 2023
2.1	01 July 2023 – 30 September 2023	03 October 2023	01 November 2023
3.1	01 January 2024 - 31 March 2024	03 April 2024	01 May 2024
4.1	01 July 2024 – 30 September 2024	03 October 2024	01 November 2024
5.1	01 January 2025 - 31 March 2025	03 April 2025	01 May 2025

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

Review	Period for calculating adjustment average RoE	Submission of request for price review to reach the office by	Date from which adjusted prices will become effective
1	01 October 2022 - 31 December 2022	03 January 2023	01 Febraury 2023
2	01 March 2023– 31 May 2023	03 June 2023	01 July 2023
3	01 October 2023 - 31 December 2023	03 January 2024	01 Febraury 2024
4	01 March 2024 – 31 May 2024	03 June 2024	01 July 2024
5	01 October 2024 - 31 December 2024	03 January 2025	01 Febraury 2025

23.6 PRICE ADJUSTMENTS BASED ON A SYSTEMATIC REVIEW

The National Department of Health reserves the right to review international prices to identify lowest comparable global prices.

Where this review identifies any prices that are lower than contract prices the National Department of Health will enter into price negotiations with the contracted supplier.

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

24. QUALITY

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

25. DELIVERY AND QUANTITIES

25.1 DELIVERY BASIS

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

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

The initial lead time as proposed in the bid response document will be calculated from date of award of the contract and NOT the date of placement of the first order. This period may not exceed 75 calendar days from the date of award.

Lead time within the contract period is defined as the time from submission of order to supplier to time of receipt by the Department, as confirmed by the Proof of Delivery document. This lead time may not exceed 14 calendar days.

Failure to comply with the contractual lead time may 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.

Allowances for a reduced yet appropriate buffer stock will be made for the last two (2) months of the contract, as agreed upon between the NDoH and the contracted supplier.

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

26.4 REPORTING

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

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

27. PACKAGING, LABELLING AND BARCODES

27.1 PACKAGING

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

27.2 LABELLING

- All containers, packaging and cartons must be clearly labelled. Bulk packs must be labelled in letters not less than font size 48.

- The following information must be clearly and indelibly printed on all shipper packs, including any part boxes:
  - Item name as contained in the contract circular and the Master Procurement Catalogue (MPC), or Master Health Products List (MHPL), which will replace the MPC.
  - Registered product name (if applicable);
  - Number of units in pack
  - Batch number;
  - Expiry date;
  - Storage conditions;
  - Barcode.
- Where the contents of the shipper pack require special attention in terms of storage and/or handling, e.g. thermolabile, high-scheduled or cytotoxic products, such instructions must be clearly and 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 Health Products List (MHPL) previously know as 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. ACQUISITIONS ,CEDING, MERGERS, TAKE OVERS, AND NAME CHANGES

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 contracted 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.

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

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

30. 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