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: HP02-2025AI**

HP02-2025AI: SUPPLY AND DELIVERY OF ANTI-INFECTIVE MEDICINES (ANTIBIOTICS, ANTIFUNGAL, ANTIPROTOZOAL AND ANTIVIRAL AGENTS) TO THE DEPARTMENT OF HEALTH FOR THE PERIOD 01 OCTOBER 2025 TO 30 SEPTEMBER 2028

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 (PE Depot)	Mr D Martin	(041) 406-9815	deon.martin@echealth.gov.za
Eastern Cape (Umtata Depot)	Mr S Macanda	(060) 559 8082	steve.macanda@yahoo.com
Free State	Mr TW Khetsekile	(051) 411 0578	khetsekitw@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 M Moila	(015) 223-9000	makutu.moila@dhsd.limpopo.gov.za
Mpumalanga	Ms M Moloto	(013) 283-9000	margaretmm@mpuhealth.gov.za
North West	Ms 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
South African Military Health Services	Lt Col I Oberholster	(012) 355-4096	samhsproc.pharma@gmail.com
Correctional Services	Ms T Matsitse	(012) 307-2310	tammy.links@dcs.gov.za

K Jamaloodien

K JAMALOODIEN
CHIEF-DIRECTOR: SECTOR WIDE PROCUREMENT
For: DIRECTOR-GENERAL: HEALTH
DATE: 2/18/2025

1. IMPORTANT GENERAL INFORMATION

1.1 Please note that two supplier codes are listed for each supplier. This is to provide for the required supplier registration on the Central Supplier Database (CSD) at National Treasury.

1.2 Please note that the delivered price is for the unit of measure (UOM) offered. Unit of Measure, National Stock Numbers and prices should be carefully matched when placing or executing orders.

1.3 All prices are inclusive of 15 % VAT.

1.4 All prices are on a delivered basis.

1.5 Contact persons and e-mail addresses indicated hereunder are to be used for contract enquiries and not for orders.

2. NAMES AND ADDRESSES OF CONTRACTORS AND CONTACT DETAILS

Supplier Name	Supplier Code	CSD Code	Postal Address	Contact Person	Telephone / Cellphone Number	E-mail
AbbVie (Pty) Ltd	V3PG3	MAAA0076921	PO Box 6024 **HALFWAY HOUSE** 1685	Ms Manaka	011 031 1600 083 364 4284	mokgadi.manaka@abbvie.com
Acino Pharma (Pty) Ltd	VGS73	MAAA0009244	No. 106, 16th Road **MIDRAND** 1686	Mr Reddy	011 516 1700 066 304 6900	state_za@acino.swiss
Adcock Ingram Critical Care (Pty) Ltd	V4222	MAAA0010153	PO Box 6888 **JOHANNESBURG** 2000	Mr Mangel	011 494 8360 071 066 0357	criticalcare.tenders@adcock.com
Adcock Ingram Healthcare (Pty) Ltd	V2272	MAAA0036413	Private Bag X69 **BRYANSTON** 2021	Mr Mthethwa	011 635 0103 072 328 1179	nkosinathi.mthethwa@adcock.com
Ando Pharma (Pty) Ltd	V8NG6	MAAA0468800	Unit 3 No. 5 Weld Street Stikland **CAPE TOWN** 7530	Mr Braaf	021 911 4003 082 940 6480	craig@andopharma.co.za

Supplier Name	Supplier Code	CSD Code	Postal Address	Contact Person	Telephone / Cellphone Number	E-mail
Apothecon Labs CC	VSQE0	MAAA1203528	PO Box 490 **CROWN MINES** 2025	Mr Bhikha	011 022 0041 082 873 7985	hbhikha2@yahoo.com
Arya Pharma (Pty) Ltd	VF6A8	MAAA0717051	Corner Barbara and North Reef Road **ELANDSFONTEIN** 1601	Ms Frazer	010 060 0741 061 472 1568	chantelle@aryapharma.co.za
Ascendis Pharma (Pty) Ltd	V0DM6	MAAA0043637	Lochhouse Unit 3 3A/5 Eton Road **PARKTOWN** 2193	Ms Suleman	011 611 1448 072 540 6530	lsuleman@shanur.co.za
Aurogen SA (Pty) Ltd	VSSS2	MAAA1226475	Postnet Suite #17 Private Bag X1569 **GLENVISTA** 2058	Mr Munsamy	011 867 9134 082 531 7287	terence.munsamy@aurobindo.com
Barrs Pharmaceuticals Industries (Pty) Ltd	V4890	MAAA0024330	PO Box 7348 **ROGGEBAAI** 8012	Mr Erasmus	021 531 6601 084 406 8481	wynand.e@barrs.co.za
Bayer (Pty) Ltd	V6390	MAAA0009623	PO Box 143 **ISANDO** 1600	Ms Noack Ms Harvey	011 921 5279 011 921 5128	za_tenders@bayer.com
Biotech Laboratories (Pty) Ltd	VUV35	MAAA0029826	Suite 150 Private Bag X65 **HALFWAY HOUSE** 1685	Mr Dean	011 848 3050 082 455 1149	tenders@biotechlabs.co.za
Cipla Medpro Manufacturing (Pty) Ltd	VS2P5	MAAA1168386	PO Box 32003 **MOBENI** 4060	Mr Maritz	011 315 9150 082 887 4926	willem.maritz@cipla.com
Cospharm Investments (Pty) Ltd	VK0P8	MAAA0922336	No. 2 Concourse Crescent **LONEHILL** 2191	Mr Mukaratirwa	010 110 9348 071 175 1289	cosmas@cospharm.org

Supplier Name	Supplier Code	CSD Code	Postal Address	Contact Person	Telephone / Cellphone Number	E-mail
Epiglo Pharmaceuticals (Pty) Ltd	V20D5	MAAA0002347	Allandale Building First Floor, 23 Magwa Crescent **WATERFALL CITY** 1685	Ms Langatshe	010 634 4123 066 391 1485	zipho@epiglopharma.com
FDC SA (Pty) Ltd	VW8L2	MAAA1274655	Unit J3 The Willows 567 Farm Road **PRETORIA** 0081	Mr Bouwer	012 021 0332 083 251 9018	jw.bouwer@fdcsa.com
Fresenius Kabi SA (Pty) Ltd	VAJL3	MAAA0007374	PO Box 4156 **HALFWAY HOUSE** 1685	Ms Nel	011 545 0000	albertha.nel@fresenius-kabi.com
Gen-Eye (Pty) Ltd	VPVQ5	MAAA1136844	PO Box 7408 **HALFWAY HOUSE** 1685	Mr Hilliard-Lomas	011 312 3812 082 450 8268	lancel@gen-eye.co.za
Gilead Sciences SA (Pty) Ltd	VT9W5	MAAA1301085	Mac Mac Building, Ground Floor Maxwell Office Park Magwa Crescent Waterfall **JOHANNESBURG** 2090	Ms Majola	010 346 1920 072 288 4739	princess.majola@gilead.com
Glenmark Pharmaceuticals SA (Pty) Ltd	V0LU2	MAAA0122269	PO Box 5537 **HALFWAY HOUSE** 1685	Mr Webster	011 564 3900 072 252 5351	phillip.webster@glenmarkpharma.com
Gulf Drug Company (Pty) Ltd	VTS03	MAAA0009791	PO Box 754 **MOUNT EDGECOMBE** 4302	Mr Moonsamy	031 538 8761 083 779 1321	kevinm@gulfdrug.co.za
Hetero Drugs SA (Pty) Ltd	VB2N1	MAAA0323938	Waterfall Corporate Campus Building 2, First Floor 74 Waterfall Drive **MIDRAND** 2066	Mr Johnson	012 644 1220 082 388 7226	johnson.n@hetero.com

Supplier Name	Supplier Code	CSD Code	Postal Address	Contact Person	Telephone / Cellphone Number	E-mail
Innovata Pharmaceuticals (Pty) Ltd	VBBL4	MAAA0003385	Crownwood Office Park, Building D 100 Northern Parkway Road Ormonde **JOHANNESBURG** 2091	Ms Job	086 999 0912 082 901 8729	grace.j@innovata.co.za
Key Oncologics (Pty) Ltd	VAYM6	MAAA0009144	Postnet Suite 19 PO Box 92418 **NORWOOD** 2117	Ms De Wet	011 483 0060 082 567 5197	magriet@keyoncologics.co.za
Macleods Pharmaceuticals SA (Pty) Ltd	V3PJ1	MAAA0007167	Ground Floor, Office Block 1 Bassonia Estate Office Park (East) 1 Cussonia Drive, Bassonia Rock, Ext.12 **ALBERTON** 2061	Ms Rajool	011 682 1169 083 266 9223	vanitar@macleodspharma.com
Novartis SA (Pty) Ltd	VBVW2	MAAA0006317	PO Box 12257 **VORNA VALLEY** 1686	Ms Nhlapo	011 347 6600 079 806 9363	rfq.sa@novartis.com
Oethmaan Biosims (Pty) Ltd	V91P2	MAAA0437774	PO Box 421001 **FORDSBURG** 2033	Mr Bodhania	011 433 0602 083 325 3741	mbodhania@oethmaan.co.za
Pfizer Laboratories (Pty) Ltd	V2189	MAAA0019202	PO Box 783720 **SANDTON** 2196	Mr Mnguni	011 320 6091 082 307 9658	themba.mnguni@pfizer.com
Pharmacare Limited	V2205	MAAA0008452	PO Box 1593 **GALLO MANOR** 2052	Mrs Molawa	010 592 1590 073 314 9144	mmolawa@aspenpharm.com
Pharmaco Distribution (Pty) Ltd	VBVW1	MAAA0044115	PO Box 786522 **SANDTON** 2146	Mr King	011 784 0077 082 448 3939	gary.king@pharmaco.co.za

Supplier Name	Supplier Code	CSD Code	Postal Address	Contact Person	Telephone / Cellphone Number	E-mail
Pharma-Q Holdings (Pty) Ltd	V00M8	MAAA1521754	Private Bag X09 **FLORIDA** 1710	Mr Mehta	011 247 1600 083 636 4444	andy@pharmaq.co.za
Ranbaxy Pharmaceuticals (Pty) Ltd	V4728	MAAA0000384	PO Box 43486 **INDUSTRIA** 2042	Mr Ajoodha	012 643 2007 076 771 1801	avesh.ajoodha@sunpharma.com
Resmed Healthcare CC	VCEJ2	MAAA0010098	PO Box 65409 **RESERVOIR HILLS** 4090	Ms Singh	031 577 7258 084 802 2949	lal@resmed.co.za
Sandoz SA (Pty) Ltd	VVZ69	MAAA0011663	PO Box 12257 **VORNA VALLEY** 1686	Ms Moodley	010 070 1614 083 704 1806	renee.moodley@sandoz.com
Sanofi-Aventis SA (Pty) Ltd	V2160	MAAA0009069	Private Bag X207 **MIDRAND** 1685	Mr Maharaj	011 256 3700 082 943 3952	jaidev.maharaj@sanofi.com
Soflens (Pty) Ltd	VL1M9	MAAA0734378	PO Box 11418 **DIE HOEWES** 0163	Ms Oosthuizen	010 025 2100 082 850 2921	marianne.oosthuizen@bausch.com
Strides Pharma (SA) (Pty) Ltd	VSSS4	MAAA1236261	PO Box 8356 **MIDRAND** 1685	Ms Bezuidenhout	010 594 5610 082 320 0131	marizette@trinitypharma.co.za
Unimed Healthcare (Pty) Ltd	V92D6	MAAA0444639	Corner Birch Road and Bluegum Avenue Anchorville **LENASIA** 1827	Mr Bera	011 056 6999 083 647 7860	arshad@unimedhealthcare.co.za
Viatris Healthcare (Pty) Ltd	V3PS6	MAAA0081441	Postnet Suite #23 Private Bag X10010 **EDENVALE** 1610	Mr Ekhambaram	011 451 1300 071 473 3900	kumaraswamy.ekhambaram@viatris.com

Item No	Item Specification	Therapeutic / Procurement Class Number / Series Number	Unit as Advertised	Estimate	Quantity Awarded	Split	Supplier Name	Central Supplier Database Number	Supplier Code V-Number	Registered Product Name	Delivered Price in ZAR as per unit advertised	Pack Size Offered: Unit Pack	Lead-Time (≤ 14 calendar days)	MOQ	Total Score	NSN	UOM
1	Aciclovir 200mg tablet, 25 tablets		Pack of 25 tablets		420,346		Ranbaxy Pharmaceuticals (Pty) Ltd	MAAA0000384	V4728	Lovire 200 Tablets	R14.84	Pack of 25 tablets	14	96	90.00	180256112	CO
2	Aciclovir 250mg injection, 1 vial		Each		538,361		Viatris Healthcare (Pty) Ltd	MAAA0081441	V3PS6	ACICLOVIR 250 VIATRIS	R36.66	1 x 5 vials	14	10	90.00	180075476	VI
3	Aciclovir 400mg tablets, 60 or 70 tablets	Class 2	Pack of 60 or 70 tablets		509,018		Cipla Medpro Manufacturing (Pty) Ltd	MAAA1168386	VS2P5	Acitab-400 DT	R59.98	Pack of 60 tablets	14	20	90.36	181927637	CO
8	Amikacin 100mg injection, 2ml		Each		242,500		Fresenius Kabi SA (Pty) Ltd	MAAA0007374	VAJL3	AMIKACIN FRESENIUS 100 mg/2 ml	R27.60	1 x 2ml injection	14	10	90.00	189708790	VI
9	Amikacin 250mg injection, 2ml		Each		129,760		Fresenius Kabi SA (Pty) Ltd	MAAA0007374	VAJL3	AMIKACIN FRESENIUS 250 mg/2 ml	R35.66	1 x 2ml injection	14	10	90.00	189708789	VI
10	Amikacin 500mg injection, 2ml		Each		462,505		Fresenius Kabi SA (Pty) Ltd	MAAA0007374	VAJL3	AMIKACIN FRESENIUS 500 mg/2 ml	R43.65	1 x 2ml injection	14	10	90.00	189708024	VI
11	Amoxicillin 125mg/5ml suspension, 100ml		Each		6,328,736		Innovata Pharmaceuticals (Pty) Ltd	MAAA0003385	VBBL4	Allmox S 125 mg/ 5 ml Suspension	R9.00	1 x 100ml suspension	14	100	85.97	189704685	BT
12	Amoxicillin 250mg capsule, 15 capsules		Pack of 15 capsules	11,648,595	9,318,876	80.00%	Epiglo Pharmaceuticals (Pty) Ltd	MAAA0002347	V20D5	Maxcil 250mg	R6.66	Pack of 15 capsules	14	100	99.04	189714962	CO
					2,329,719	20.00%	Oethmaan Biosims (Pty) Ltd	MAAA0437774	V91P2	Amoxycillin 250 mg Oethmaan	R7.24	Pack of 15 capsules	14	600	88.36		
13	Amoxicillin 250mg/5ml suspension, 100ml		Each	10,180,296	7,126,207	70.00%	Epiglo Pharmaceuticals (Pty) Ltd	MAAA0002347	V20D5	Maxcil SF	R10.95	1 x 100ml suspension	14	100	99.04	189706340	BT
					3,054,089	30.00%	Innovata Pharmaceuticals (Pty) Ltd	MAAA0003385	VBBL4	Allmox SF 250 mg/ 5 ml suspension	R11.44	1 x 100ml suspension	14	100	89.18		
14	Amoxicillin 500mg capsule, 15 capsules		Pack of 15 capsules	27,470,404	10,026,697	36.50%	Epiglo Pharmaceuticals (Pty) Ltd	MAAA0002347	V20D5	Maxcil 500mg	R10.71	Pack of 15 capsules	14	100	99.04	180001952	CO
					8,831,735	32.15%	Ranbaxy Pharmaceuticals (Pty) Ltd	MAAA0000384	V4728	Betamox 500	R11.04	Pack of 15 capsules	14	833	87.23		
					8,611,972	31.35%	Innovata Pharmaceuticals (Pty) Ltd	MAAA0003385	VBBL4	Allmox 500 mg capsules	R11.68	Pack of 15 capsules	14	100	85.06		
15	Amoxicillin 500mg capsules, 100 capsules		Pack of 100 capsules		89,880		Innovata Pharmaceuticals (Pty) Ltd	MAAA0003385	VBBL4	Allmox 500 mg capsules	R78.78	Pack of 100 capsules	14	50	85.02	189710500	CO
16	Amoxicillin and Clavulanic acid 1000/200mg, injection, 1 vial		Each	11,713,270	3,000,000	25.61%	Apothecon Labs CC	MAAA1203528	VSQE0	APOCLAV 1,2 G	R26.07	1 x 1 vial	14	300	98.00	180057867	VI
					8,713,270	74.39%	Gulf Drug Company (Pty) Ltd	MAAA0009791	VTS03	GULF AMOXY CO 1000/200	R27.70	1 x 1 vial	14	300	84.37		
17	Amoxicillin and Clavulanic acid 250/125mg capsule/tablet, 15 capsules/tablets		Pack of 15 capsules/tablets		5,060,635		Unimed Healthcare (Pty) Ltd	MAAA0444639	V92D6	Co-Amoxiclav 375 Unimed	R25.08	Pack of 15 tablets	14	144	96.24	189714965	CO
18	Amoxicillin and Clavulanic acid 500/100mg, injection, 1 vial		Each	2,279,075	455,000	19.96%	Apothecon Labs CC	MAAA1203528	VSQE0	APOCLAV 0,6 G	R19.67	1 x 1 vial	14	300	98.00	180158719	VI
19	Amoxicillin and Clavulanic Acid 600/42.9mg per 5ml suspension, 100ml		Each		2,017,881		Sandoz SA (Pty) Ltd	MAAA0011663	VVZ69	Sandoz Co-Amoxyclav ES 100 ml	R160.20	1 x 100ml suspension	14	50	90.00	222000960	EA
20	Amoxicillin and Clavulanic acid 875/125mg capsule/tablet, 10 capsules/tablets		Pack of 10 capsules/tablets	6,020,739	4,214,517	70.00%	Unimed Healthcare (Pty) Ltd	MAAA0444639	V92D6	Co-Amoxiclav 1000 Unimed	R25.94	Pack of 10 tablets	14	144	96.24	181854324	CO
					1,806,222	30.00%	Ranbaxy Pharmaceuticals (Pty) Ltd	MAAA0000384	V4728	Ranclav 1g	R26.16	Pack of 10 tablets	14	200	89.24		

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21	Amoxicillin, Clavulanic acid; 600mg, 42.9mg per 5ml suspension, 50ml		Each		1,355,130		Sandoz SA (Pty) Ltd	MAAA0011663	VVZ69	Sandoz Co-Amoxyclav ES 50 ml	R58.65	1 x 50ml suspension	14	50	90.00	222000961	EA
23	Ampicillin 250mg injection, 1 vial		Each		2,748,010		Unimed Healthcare (Pty) Ltd	MAAA0444639	V92D6	Ampicillin 250 injection Unimed	R8.03	1 x 1 vial	14	300	96.24	189702886	VI
24	Ampicillin 500mg injection, 1 vial		Each		6,726,051		Unimed Healthcare (Pty) Ltd	MAAA0444639	V92D6	Ampicillin 500 injection Unimed	R8.38	1 x 1 vial	14	300	96.24	189702887	VI
25	Anidulafungin 100mg injection, 1 vial	Class 1	Each		39,068		Pfizer Laboratories (Pty) Ltd	MAAA0019202	V2189	ERAXIS 100 mg PDR for INJ	R494.50	1 x 1 vial	14	1	90.00	222000934	VI
26	Artemether and Lumefantrine 20/120mg tablet, 24 tablets		Pack of 24 tablets		85,417		Novartis SA (Pty) Ltd	MAAA0006317	VBVW2	Coartem Tablet 20/120mg	R135.00	Pack of 24 tablets	14	1	90.00	180958902	CO
27	Artesunate 60mg injection, 1 vial		Each		166,103		Cospharm Investments (Pty) Ltd	MAAA0922336	VK0P8	ARTESUNATE 60 mg COSPHARM	R305.88	1 x 1 vial	14	10	90.00	222000949	VI
28	Azithromycin 200mg/5ml suspension, 15ml	Class 6	Each	1,072,633	858,106	80.00%	Innovata Pharmaceuticals (Pty) Ltd	MAAA0003385	VBBL4	Ceptomax 200mg/5 ml	R24.14	1 x 15ml suspension	14	50	93.21	180123451	BT
					214,527	20.00%	Aurogen SA (Pty) Ltd	MAAA1226475	VSSS2	ZATYP ORAL SUSPENSION	R28.32	1 x 15ml suspension	14	20	74.42		
29	Azithromycin 200mg/5ml suspension, 30ml	Class 7	Each		220,350		Aurogen SA (Pty) Ltd	MAAA1226475	VSSS2	ZATYP ORAL SUSPENSION	R47.15	1 x 30ml suspension	14	20	90.00	222000018	CO
31	Azithromycin 500mg injection, 1 vial		Each		41,839		Cipla Medpro Manufacturing (Pty) Ltd	MAAA1168386	VS2P5	Cipla Azithromycin 500 INJ	R210.17	1 x 1 vial	14	20	90.36	181839842	VI
32	Azithromycin 500mg tablet/capsule, 2 tablets/capsules		Pack of 2 tablets/capsules	5,399,040	2,159,616	40.00%	Biotech Laboratories (Pty) Ltd	MAAA0029826	VUV35	AZITHROMYCIN 500 BIOTECH TABS 2	R6.34	Pack of 2 tablets	14	10	90.00	181886851	CO
					3,239,424	60.00%	Strides Pharma (SA) (Pty) Ltd	MAAA1236261	VSSS4	Azrotrin 500	R7.06	Pack of 2 tablets	14	200	79.78		
33	Azithromycin 500mg tablet/capsule, 3 tablets/capsules		Pack of 3 tablets/capsules	14,918,408	4,923,075	33.00%	Biotech Laboratories (Pty) Ltd	MAAA0029826	VUV35	AZITHROMYCIN 500 BIOTECH TABS 3	R8.86	Pack of 3 tablets	14	100	90.00	180291039	CO
					5,263,214	35.28%	Strides Pharma (SA) (Pty) Ltd	MAAA1236261	VSSS4	Azrotrin 500	R8.96	Pack of 3 tablets	14	200	88.98		
					4,732,119	31.72%	Cipla Medpro Manufacturing (Pty) Ltd	MAAA1168386	VS2P5	Cipla Azithromycin 500 (3's)	R9.90	Pack of 3 tablets	14	120	79.80		
34	Benzathine Benzylpenicillin 1.2 million unit injection, 1 vial		Each		907,685		Ando Pharma (Pty) Ltd	MAAA0468800	V8NG6	Benzathine Benzylpenicillin 1.2 MU Ando	R8.51	1 x 1 vial	14	500 vials	90.00	189708890	VI
35	Benzathine Benzylpenicillin 2.4 million unit injection, 1 vial		Each		1,963,487		Ando Pharma (Pty) Ltd	MAAA0468800	V8NG6	Benzathine Benzylpenicillin 2.4 MU Ando	R8.97	1 x 1 vial	14	300 vials	90.00	189700011	VI
41	Cefalexin 125mg/5ml suspension, 100ml		Each		1,527,630		Ranbaxy Pharmaceuticals (Pty) Ltd	MAAA0000384	V4728	Ranceph Suspension 125 mg/5 ml	R14.89	1 x 100ml suspension	14	80	90.00	189705592	BT
42	Cefalexin 250mg capsule/tablet, 20 capsules/tablets		Pack of 20 capsules/tablets		290,400		Ranbaxy Pharmaceuticals (Pty) Ltd	MAAA0000384	V4728	Ranceph 250 Capsules	R14.13	Pack of 20 capsules	14	120	90.00	189755469	CO
43	Cefalexin 250mg/5ml suspension, 100ml		Each		192,105		Ranbaxy Pharmaceuticals (Pty) Ltd	MAAA0000384	V4728	Ranceph Suspension 250 mg/5 ml	R22.94	1 x 100ml suspension	14	80	90.00	189706333	BT

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44	Cefalexin 500mg capsule/tablet, 20 capsules/tablets		Pack of 20 capsules/tablets		106,980		Ranbaxy Pharmaceuticals (Pty) Ltd	MAAA0000384	V4728	Ranceph 500 Capsules	R24.96	Pack of 20 capsules	14	160	90.00	222001216	CO
45	Cefazolin 1g injection, 1 vial		Each	6,324,590	3,794,754	60.00%	Oethmaan Biosims (Pty) Ltd	MAAA0437774	V91P2	Cefazolin 1 g Oethmaan	R7.49	1 x 1 vial	14	20	96.20	180113691	VI
					2,529,836	40.00%	Resmed Healthcare CC	MAAA0010098	VCEJ2	REZOLIN 1000 INJECTION	R7.83	1 x 1 vial	14	40	92.58		
46	Cefazolin 500mg injection, 1 vial		Each		1,841,390		Oethmaan Biosims (Pty) Ltd	MAAA0437774	V91P2	Cefazolin 500 mg Oethmaan	R5.08	1 x 1 vial	14	20	96.20	189708784	VI
47	Cefepime 1g injection, 1 vial		Each		170,505		Aurogen SA (Pty) Ltd	MAAA1226475	VSSS2	AURO CEFEPIME INJECTION 1000 mg	R41.17	1 x 1 vial	14	10	90.00	180186466	VI
48	Cefepime 2g injection, 1 vial		Each		83,835		Aurogen SA (Pty) Ltd	MAAA1226475	VSSS2	AURO CEFEPIME INJECTION 2000 mg	R81.14	1 x 1 vial	14	10	90.00	180187880	VI
49	Cefotaxime 1g injection, 1 vial		Each		406,970		Innovata Pharmaceuticals (Pty) Ltd	MAAA0003385	VBBL4	SAB-CEFOTAXIME 1g	R6.50	1 x 10 vials	14	10	93.21	189708190	VI
50	Cefotaxime 500mg injection, 1 vial		Each		325,556		Oethmaan Biosims (Pty) Ltd	MAAA0437774	V91P2	Cefotaxime 500 mg Oethmaan	R5.08	1 x 1 vial	14	20	93.84	189708788	VI
51	Ceftazidime 1g injection, 1 vial		Each		116,333		Resmed Healthcare CC	MAAA0010098	VCEJ2	REZIDIME 1000 INJECTION	R22.98	1 x 1 vial	14	20	96.67	189708786	VI
52	Ceftazidime 2g injection, 1 vial		Each		18,803		Acino Pharma (Pty) Ltd	MAAA0009244	VGS73	TAZIJECT 2.0 G INJECTION	R57.16	1 x 1 vial	14	10	90.00	180374734	VI
53	Ceftazidime, Avibactam; 2000mg, 500mg injection; 1 injection		Each		180,320		Pfizer Laboratories (Pty) Ltd	MAAA0019202	V2189	Zavicefta 2g/0.5g PDR for INJ	R998.43	1 x 1 injection	14	1	90.00	222001353	EA
54	Ceftriaxone 1g injection, 1 vial		Each	17,340,301	6,143,669	35.43%	Unimed Healthcare (Pty) Ltd	MAAA0444639	V92D6	Ceftriaxone 1 g Unimed	R5.85	1 x 1 vial	14	100	96.24	181750482	VI
					5,684,151	32.78%	Innovata Pharmaceuticals (Pty) Ltd	MAAA0003385	VBBL4	FRAXONE 1g	R6.12	1 x 10 vials	14	100	89.06		
					5,512,482	31.79%	Oethmaan Biosims (Pty) Ltd	MAAA0437774	V91P2	Seftry 1,0	R6.49	1 x 1 vial	14	20	86.35		
55	Ceftriaxone 250mg injection, 1 vial		Each	6,875,584	4,812,909	70.00%	Unimed Healthcare (Pty) Ltd	MAAA0444639	V92D6	Ceftriaxone 250 Unimed	R4.04	1 x 1 vial	14	100	96.24	181775872	VI
					2,062,675	30.00%	Innovata Pharmaceuticals (Pty) Ltd	MAAA0003385	VBBL4	FRAXONE 250mg	R4.23	1 x 10 vials	14	100	88.98		
56	Ceftriaxone 500mg injection, 1 vial		Each	4,052,190	2,431,314	60.00%	Oethmaan Biosims (Pty) Ltd	MAAA0437774	V91P2	Seftry 0,5	R5.08	1 x 1 vial	14	20	96.20	181750480	VI
					1,620,876	40.00%	Resmed Healthcare CC	MAAA0010098	VCEJ2	REZONE 500 INJECTION	R5.24	1 x 1 vial	14	100	93.84		
57	Chloramphenicol 0,5% eye drops, 0,5ml single-use disposable applicator, 20 applicators		Pack of 20 applicators		22,557		Soflens (Pty) Ltd	MAAA0734378	VL1M9	MINIMS CHLORAMPHENICOL 0,5%	R297.11	Pack of 20 applicators	14	3 boxes of 20	90.00	189762331	BX
58	Chloramphenicol 0,5% eye drops,10ml		Each		130,863		Gen-Eye (Pty) Ltd	MAAA1136844	VPVQ5	Optiphen	R75.57	1 x 10ml eye drops	14	100	90.00	189712133	BT
60	Ciprofloxacin 250mg tablet, 10 tablets		Pack of 10 tablets		713,002		Ranbaxy Pharmaceuticals (Pty) Ltd	MAAA0000384	V4728	Cifran 250 Tablets	R4.72	Pack of 10 tablets	14	100	90.00	189762972	CO
61	Ciprofloxacin 250mg/5ml suspension, 100ml		Each		243,368		Bayer (Pty) Ltd	MAAA0009623	V6390	Ciprobay Suspension 5%	R229.43	1 x 100ml suspension	14	1	90.00	180302525	BT

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62	Ciprofloxacin 2mg/ml injection, 100ml		Each		87,486		Fresenius Kabi SA (Pty) Ltd	MAAA0007374	VAJL3	CIPROFLOXACIN FRESENIUS 2 mg/ml 100ml	R31.45	1 x 100ml injection	14	10	90.00	189763036	VI
63	Ciprofloxacin 2mg/ml injection, 200ml		Each		191,649		Fresenius Kabi SA (Pty) Ltd	MAAA0007374	VAJL3	CIPROFLOXACIN FRESENIUS 2 mg/ml 200ml	R39.96	1 x 200ml injection	14	10	90.00	180185726	BT
64	Ciprofloxacin 3mg/ml eye drops, 5ml	Class 3	Each		381,965		FDC SA (Pty) Ltd	MAAA1274655	VW8L2	Zoxan Eye Drops	R14.48	1 x 5ml eye drops	14	125	90.00	180073995	BT
65	Ciprofloxacin 500mg tablet, 10 tablets		Pack of 10 tablets	5,723,120	4,006,184	70.00%	Biotech Laboratories (Pty) Ltd	MAAA0029826	VUV35	BIOTECH CIPROFLOXACIN 500 mg 10's	R6.66	Pack of 10 tablets	14	10	90.00	189763034	CO
					1,716,936	30.00%	Arya Pharma (Pty) Ltd	MAAA0717051	VF6A8	BIOFLOXX 500	R7.08	Pack of 10 tablets	14	100	84.32		
68	Clarithromycin 500mg tablet, 14 tablets		Pack of 14 tablets		36,982		Ranbaxy Pharmaceuticals (Pty) Ltd	MAAA0000384	V4728	Klarithran 500	R62.10	Pack of 14 tablets	14	180	90.00	180145713	CO
69	Clindamycin 150mg capsule, 100 capsules		Pack of 100 capsules		7,435		Pfizer Laboratories (Pty) Ltd	MAAA0019202	V2189	Dalacin C 150 mg CAP	R218.50	Pack of 100 capsules	14	1	90.00	189712138	CO
70	Clindamycin 150mg capsule, 20 capsules		Pack of 20 capsules		141,860		Aurogen SA (Pty) Ltd	MAAA1226475	VSSS2	KLIDAR	R37.80	Pack of 20 capsules	14	20	90.00	180103949	CO
71	Clindamycin 600mg injection, 1 vial		Each		386,623		Fresenius Kabi SA (Pty) Ltd	MAAA0007374	VAJL3	CLINDAMYCIN 600 mg/4 ml FRESENIUS	R36.62	1 x 1 vial	14	120	90.00	189710888	AM
72	Clotrimazole 1% cream, 20g	Class 4	Each	6,235,331	5,611,798	90.00%	Biotech Laboratories (Pty) Ltd	MAAA0029826	VUV35	FUNISTOP TOPICAL 20g	R4.50	1 x 20g cream	14	10	90.00	189705118	TU
					623,533	10.00%	Ascendis Pharma (Pty) Ltd	MAAA0043637	V0DM6	Canex	R5.60	1 x 20g cream	14	10	68.00		
73	Clotrimazole 500mg vaginal tablet, Unit pack: 1 tablet and applicator		Pack of 1 tablet and applicator		1,739,261		Glenmark Pharmaceuticals SA (Pty) Ltd	MAAA0122269	V0LU2	Glenmark Clotrimazole 1 Vaginal Tablet	R10.93	Pack of 1 tablet and applicator	14	20	90.00	189710836	CO
74	Clotrimazole 500mg/50g vaginal cream, Unit pack: 50g tube + 6 applicators		Pack of 50g tube and 6 applicators		1,337,184		Innovata Pharmaceuticals (Pty) Ltd	MAAA0003385	VBBL4	INNOSPORE	R17.25	Pack of 50g tube and 6 applicators	14	100	86.00	181932694	CO
75	Cloxacillin 250mg injection, 1 vial		Each		581,700		Fresenius Kabi SA (Pty) Ltd	MAAA0007374	VAJL3	CLOXACILLIN FRESENIUS 250 mg	R12.08	1 x 1 vial	14	300	90.00	189705615	VI
76	Cloxacillin 500mg injection, 1 vial		Each		2,771,568		Fresenius Kabi SA (Pty) Ltd	MAAA0007374	VAJL3	CLOXACILLIN FRESENIUS 500 mg	R21.51	1 x 1 vial	14	300	90.00	189705134	VI
77	Dapsone 100mg tablet, 100 tablets		Pack of 100 tablets		25,399		Pharmacare Limited	MAAA0008452	V2205	A-Lennon Dapsone 100mg 100's	R340.15	Pack of 100 tablets	14	1	90.00	189710181	CO
79	Doxycycline 100mg capsule/tablet, 100 capsules/tablets		Pack of 100 capsules/tablets		15,790		Biotech Laboratories (Pty) Ltd	MAAA0029826	VUV35	DOXYCYCLINE BIOTECH 100 100 TABS	R43.26	Pack of 100 tablets	14	1	90.00	222000938	CO
80	Doxycycline 100mg capsule/tablet, 14 capsules/tablets		Pack of 14 capsules/tablets		2,952,973		Arya Pharma (Pty) Ltd	MAAA0717051	VF6A8	DOXYMED 100	R7.10	Pack of 14 tablets	14	100	84.05	222001528	CO
82	Ertapenem 1g injection, 1 vial		Each		212,620		Aurogen SA (Pty) Ltd	MAAA1226475	VSSS2	IVERZAM	R310.50	1 x 1 vial	14	10	90.00	222000942	VI
84	Flucloxacillin 250mg capsule, 100 capsules		Pack of 100 capsules		92,314		Innovata Pharmaceuticals (Pty) Ltd	MAAA0003385	VBBL4	Septapen 250	R62.41	Pack of 100 capsules	14	75	93.21	189710066	CO
85	Flucloxacillin 250mg capsule, 20 capsules		Pack of 20 capsules	5,258,665	3,681,066	70.00%	Unimed Healthcare (Pty) Ltd	MAAA0444639	V92D6	Indo Flucloxacillin-250	R12.17	Pack of 20 capsules	14	200	96.24	189715490	CO
					1,577,600	30.00%	Oethmaan Biosims (Pty) Ltd	MAAA0437774	V91P2	Flucloxacillin 250 mg Oethmaan	R13.26	Pack of 20 capsules	14	180	88.14		

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86	Flucloxacillin 250mg capsule, 40 capsules		Pack of 40 capsules	5,175,182	3,622,627	70.00%	Oethmaan Biosims (Pty) Ltd	MAAA0437774	V91P2	Flucloxacillin 250 mg Oethmaan	R24.15	Pack of 40 capsules	14	108	90.32	181926732	CO
					1,552,555	30.00%	Innovata Pharmaceuticals (Pty) Ltd	MAAA0003385	VBBL4	Septapen 250	R23.92	Pack of 40 capsules	14	500	88.25		
87	Fluconazole 200mg tablet/capsule, 28 tablets/capsules		Pack of 28 tablets/capsules		505,856		Biotech Laboratories (Pty) Ltd	MAAA0029826	VUV35	BIO FLUCONAZOLE 200mg 28's	R29.73	Pack of 28 tablets	14	10	90.00	180962874	CO
88	Fluconazole 2mg/ml injection, 100ml		Each		474,654		Biotech Laboratories (Pty) Ltd	MAAA0029826	VUV35	BIO-FLUCONAZOLE IV 200 mg/100 ml 1's	R16.20	1 x 100ml injection	14	10	90.00	180101098	VI
89	Fluconazole 50mg tablet/capsule, 14 tablets/capsules		Pack of 14 tablets/capsules		267,855		Biotech Laboratories (Pty) Ltd	MAAA0029826	VUV35	BIO FLUCONAZOLE 50mg 14's	R8.65	Pack of 14 tablets	14	10	90.00	222001217	CO
90	Fluconazole 50mg/5ml syrup, 35ml **Product Awarded** Fluconazole 50mg/5ml Powder for oral suspension, 35ml		Each		89,870		Pfizer Laboratories (Pty) Ltd	MAAA0019202	V2189	DIFLUCAN 50 mg/ 5ml POS 35ml	R191.44	1 x 35ml powder for oral suspension	14	1	90.00	181791499	BT
93	Fosfomycin 3g sachet, 1 sachet		Each		299,560		Adcock Ingram Healthcare (Pty) Ltd	MAAA0036413	V2272	URIZONE 3GR SACHET	R62.78	1 x 3g sachet	14	144	90.00	222000019	SA
94	Ganciclovir 500mg injection, 1 vial		Each		41,010		Pharmaco Distribution (Pty) Ltd	MAAA0044115	VBVW1	Cymevene Vials 500mg 5's	R748.16	1 x 5 vials	14	1	90.00	180156448	VI
95	Gentamicin 20mg injection, 2ml		Each		470,702		Fresenius Kabi SA (Pty) Ltd	MAAA0007374	VAJL3	GENTAMYCIN FRESENIUS 20 mg/2ml (AMPOULES)	R5.00	1 x 10 ampoules	14	270	90.00	189710974	AM
96	Gentamicin 80mg injection, 2ml		Each		2,694,011		Fresenius Kabi SA (Pty) Ltd	MAAA0007374	VAJL3	GENTAMYCIN - FRESENIUS 80 mg/2 ml (AMPOULES)	R7.25	1 x 10 ampoules	14	270	90.00	180056669	AM
97	Imipenem and cilastatin, 500/500mg injection, 1 vial		Each		601,212		Ranbaxy Pharmaceuticals (Pty) Ltd	MAAA0000384	V4728	Cilapen 500	R60.95	1 x 1 vial	14	24	90.00	222000943	VI
100	Linezolid 100mg/5ml suspension, 150ml		Each		6,320		Pfizer Laboratories (Pty) Ltd	MAAA0019202	V2189	Zyvoxid 20mg/ml GRA for SUS 150ml	R2,272.37	1 x 150ml suspension	14	1	90.00	181756711	BT
101	Linezolid 600mg injection, 300ml		Each		67,531		Fresenius Kabi SA (Pty) Ltd	MAAA0007374	VAJL3	LINEZOLID FRESENIUS 600 mg/300 ml	R172.50	1 x 300ml injection	14	10	85.10	181749810	CO
102	Liposomal amphotericin B for injection containing 50mg amphotericin B, 1 vial		Each		166,056		Key Oncologics (Pty) Ltd	MAAA0009144	VAYM6	AmBisome 50 mg	R1,167.48	1 x 10 vials	2	10 vials	98.00	180188046	VI
103	Mebendazole 100mg tablet, 6 tablets		Pack of 6 tablets		5,050,880		Ranbaxy Pharmaceuticals (Pty) Ltd	MAAA0000384	V4728	Wormstop 100	R7.59	Pack of 6 tablets	14	50	90.00	189710413	CO
104	Mebendazole 100mg/5ml, suspension, 30ml		Each		2,188,239		Ranbaxy Pharmaceuticals (Pty) Ltd	MAAA0000384	V4728	Wormstop Suspension	R12.08	1 x 30ml suspension	14	50	90.00	189708035	BT
105	Mebendazole 500mg chewable tablet, 1 tablet		Pack of 1 tablet		10,152,980		Ranbaxy Pharmaceuticals (Pty) Ltd	MAAA0000384	V4728	Wormstop 500	R7.59	Pack of 1 tablet	14	50	90.00	180146448	CO
106	Meropenem 1g injection, 1 vial		Each		1,242,952		Epiglo Pharmaceuticals (Pty) Ltd	MAAA0002347	V20D5	Ronem 1g	R42.09	1 x 100 vials	14	20	99.04	222000944	VI
107	Meropenem 500mg injection, 1 vial		Each		785,000		Epiglo Pharmaceuticals (Pty) Ltd	MAAA0002347	V20D5	Ronem 500mg	R26.24	1 x 100 vials	14	20	99.04	222000945	VI
108	Metronidazole 200mg tablet, 21 tablets		Pack of 21 tablets	3,374,801	2,699,841	80.00%	Oethmaan Biosims (Pty) Ltd	MAAA0437774	V91P2	Metagyl Tablets	R4.00	Pack of 21 tablets	14	600	96.20	189710854	CO
					674,960	20.00%	Innovata Pharmaceuticals (Pty) Ltd	MAAA0003385	VBBL4	Nidasall 200	R4.37	Pack of 21 tablets	14	300	84.89		
109	Metronidazole 200mg tablet, 250 tablets		Pack of 250 tablets		32,280		Innovata Pharmaceuticals (Pty) Ltd	MAAA0003385	VBBL4	Nidasall 200	R37.94	Pack of 250 tablets	14	45	88.41	189710264	CO

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110	Metronidazole 200mg/5ml suspension, 100ml		Each		1,522,858		Sanofi-Aventis SA (Pty) Ltd	MAAA0009069	V2160	Flagyl 200mg/5ml sus 100ml	R40.25	1 x 100ml suspension	14	30	90.00	189706001	BT
111	Metronidazole 400mg tablet, 100 tablets		Pack of 100 tablets		143,856		Innovata Pharmaceuticals (Pty) Ltd	MAAA0003385	VBBL4	NIDASALL 400	R29.44	Pack of 100 tablets	14	74	88.41	189711051	CO
112	Metronidazole 400mg tablet, 14 tablets		Pack of 14 tablets	5,900,390	4,720,312	80.00%	Unimed Healthcare (Pty) Ltd	MAAA0444639	V92D6	Metronidazole 400 Unimed	R4.06	Pack of 14 tablets	14	100	94.66	181927294	CO
					1,180,078	20.00%	Innovata Pharmaceuticals (Pty) Ltd	MAAA0003385	VBBL4	NIDASALL 400	R4.37	Pack of 14 tablets	14	100	84.64		
113	Metronidazole 400mg tablet, 21 tablets		Pack of 21 tablets		2,118,406		Innovata Pharmaceuticals (Pty) Ltd	MAAA0003385	VBBL4	NIDASALL 400	R5.81	Pack of 21 tablets	14	300	90.99	181927295	CO
114	Metronidazole 400mg tablet, 5 tablets		Pack of 5 tablets	8,399,332	5,879,532	70.00%	Unimed Healthcare (Pty) Ltd	MAAA0444639	V92D6	Metronidazole 400 Unimed	R2.09	Pack of 5 tablets	14	100	96.24	180146468	CO
					2,519,800	30.00%	Oethmaan Biosims (Pty) Ltd	MAAA0437774	V91P2	Metagyl Forte Tablets	R2.31	Pack of 5 tablets	14	1440	86.73		
115	Metronidazole 500mg injection, 1 vial		Each	8,686,568	7,817,911	90.00%	Biotech Laboratories (Pty) Ltd	MAAA0029826	VUV35	BIO METRONIDAZOLE IV 500 mg 100 ml INJ	R6.33	1 x 1 vial	14	10	90.00	189707172	BT
					868,657	10.00%	Adcock Ingram Critical Care (Pty) Ltd	MAAA0010153	V4222	Adco Metronidazole 500mg/100ml	R11.62	1 x 1 vial	14	50	14.79		
117	Micafungin 50mg injection, 1 vial		Each		19,418		Ranbaxy Pharmaceuticals (Pty) Ltd	MAAA0000384	V4728	Levuspoz 50	R437.00	1 x 1 vial	14	20	90.00	222000937	VI
119	Miconazole 2% oral gel, 30g		Each		529,602		Barrs Pharmaceuticals Industries (Pty) Ltd	MAAA0024330	V4890	Vari-Miconazole 2 % m/m Oral Gel, 30 g	R69.63	1 x 30g oral gel	14	100	93.21	189708022	TU
121	Moxifloxacin 400mg tablet, 10 tablets		Pack of 10 tablets		14,280		Macleods Pharmaceuticals SA (Pty) Ltd	MAAA0007167	V3PJ1	Lonxave 400	R43.00	Pack of 10 tablets	14	120	90.00	180965259	CO
122	Moxifloxacin 400mg tablet, 5 tablets		Pack of 5 tablets		9,150		Macleods Pharmaceuticals SA (Pty) Ltd	MAAA0007167	V3PJ1	Lonxave 400	R25.00	Pack of 5 tablets	14	144	90.00	181878933	CO
125	Neomycin and Polymyxin B sulfates and Dexamethasone, 3.5mg, 6000U and 1mg per ml eye drops, 5ml		Each		389,247		Novartis SA (Pty) Ltd	MAAA0006317	VBVW2	Maxitrol Eye Drops	R54.12	1 x 5ml eye drops	14	1	90.00	189708057	BT
126	Neomycin and Polymyxin B sulfates and Dexamethasone, 3.5mg, 6000U and1mg per gram eye ointment, 3.5g		Each		176,940		Novartis SA (Pty) Ltd	MAAA0006317	VBVW2	Maxitrol Eye Ointment	R52.40	1 x 3.5g eye ointment	14	1	90.00	189755066	TU
127	Nitrofurantoin 100mg capsule, 50 capsules		Pack of 50 capsules		250,501		Pharmacare Limited	MAAA0008452	V2205	Macrodantin 100mg Caps 50's	R165.68	Pack of 50 capsules	14	10	86.81	189714357	CO
128	Nitrofurantoin 50mg capsule, 50 capsules		Pack of 50 capsules		46,420		Aurogen SA (Pty) Ltd	MAAA1226475	VSSS2	UNITRO 50	R112.70	Pack of 50 capsules	14	10	90.00	189714356	CO
129	Nystatin 100 000 units/ml oral suspension, 20ml + calibrated dropper		Each		2,584,438		Ranbaxy Pharmaceuticals (Pty) Ltd	MAAA0000384	V4728	Candacide Oral Suspension	R16.50	1 x 20ml oral suspension	14	36	90.00	189712135	BT
131	Ofloxacin 3mg/ml eye drops, 5ml		Each		29,941		AbbVie (Pty) Ltd	MAAA0076921	V3PG3	Exocin	R41.11	1 x 5ml eye drops	14	12	90.00	180179329	BT
132	Phenoxymethylpenicillin 125mg/5ml suspension, 100ml		Each		1,204,120		Ranbaxy Pharmaceuticals (Pty) Ltd	MAAA0000384	V4728	Betapen 125 mg Granules	R11.62	1 x 100ml suspension	14	100	90.00	189703675	BT
134	Phenoxymethylpenicillin 250mg tablet, 40 tablets		Pack of 40 tablets		3,447,719		Ranbaxy Pharmaceuticals (Pty) Ltd	MAAA0000384	V4728	Betapen (Tablets)	R21.62	Pack of 40 tablets	14	30	90.00	180196019	CO
135	Phenoxymethylpenicillin 250mg/5ml suspension, 100ml		Each		1,543,998		Ranbaxy Pharmaceuticals (Pty) Ltd	MAAA0000384	V4728	Betapen 250 mg Granules	R15.87	1 x 100ml suspension	14	100	90.00	189706020	BT

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136	Piperacillin and Tazobactam 4g/500mg injection, 50ml		Each		1,857,154		Ando Pharma (Pty) Ltd	MAAA0468800	V8NG6	Tapranem	R36.80	1 x 1 vial	14	50 vials	90.00	180185518	VI
140	Silver Sulfadiazine 1% cream, 250g		Each		52,874		Biotech Laboratories (Pty) Ltd	MAAA0029826	VUV35	SILBECOR 1% Cream 250 g	R76.90	1 x 250g cream	14	1	90.00	189711323	JR
141	Silver Sulfadiazine 1% cream, 500g		Each		151,151		Biotech Laboratories (Pty) Ltd	MAAA0029826	VUV35	SILBECOR 1% Cream 500 g	R142.48	1 x 500g cream	14	1	90.00	189705115	JR
142	Silver Sulfadiazine 1% cream, 50g		Each		428,222		Biotech Laboratories (Pty) Ltd	MAAA0029826	VUV35	SILBECOR 1% Cream 50 g	R19.22	1 x 50g cream	14	1	90.00	189705116	TU
143	Sofosbuvir, Velpatasvir; 400mg, 100mg tablet, 28 tablets		Pack of 28 tablets		1,828		Gilead Sciences SA (Pty) Ltd	MAAA1301085	VT9W5	Epclusa	R6,792.77	Pack of 28 tablets	14	3	90.00	222001548	CO
144	Sulfamethoxazole and Trimethoprim 200/40mg per 5ml suspension, 100ml		Each	6,400,236	3,840,142	60.00%	Unimed Healthcare (Pty) Ltd	MAAA0444639	V92D6	Novatrim Suspension	R8.63	1 x 100ml suspension	14	300	94.97	189703514	BT
					2,560,094	40.00%	Gulf Drug Company (Pty) Ltd	MAAA0009791	VTS03	DOCTRIM SUSPENSION	R8.51	1 x 100ml suspension	14	150	90.00		
145	Sulfamethoxazole and Trimethoprim 400/80mg injection, 5ml		Each		804,080		Pharma-Q Holdings (Pty) Ltd	MAAA1521754	V00M8	Pharma-Q Co-Trimoxazole Injection 5ml	R7.50	1 x 10 injections	14	260	90.00	189710893	AM
146	Sulfamethoxazole and Trimethoprim 400/80mg tablet, 28 tablets		Pack of 28 tablets		1,449,525		Resmed Healthcare CC	MAAA0010098	VCEJ2	ACUCO	R7.14	Pack of 28 tablets	14	100	96.67	181860989	CO
147	Sulfamethoxazole and Trimethoprim 400/80mg tablet, 100 tablets		Pack of 100 tablets		141,800		Unimed Healthcare (Pty) Ltd	MAAA0444639	V92D6	Novatrim	R26.85	Pack of 100 tablets	14	100	96.24	189710380	CO
148	Sulfamethoxazole and Trimethoprim 400/80mg tablet, 56 tablets	Class 8	Pack of 56 tablets	7,657,690	4,594,614	60.00%	Unimed Healthcare (Pty) Ltd	MAAA0444639	V92D6	Novatrim	R13.44	Pack of 56 tablets	14	300	95.57	181926731	CO
					3,063,076	40.00%	Innovata Pharmaceuticals (Pty) Ltd	MAAA0003385	VBBL4	DUROBAC	R13.34	Pack of 56 tablets	14	200	93.21		
150	Tobramycin 3mg/g eye ointment, 3.5g		Each		51,425		Novartis SA (Pty) Ltd	MAAA0006317	VBVW2	Tobrex Eye Ointment	R120.84	1 x 3.5g eye ointment	14	1	90.00	189708681	TU
154	Valganciclovir 50mg/ml suspension, 100ml **Product Awarded:** Valganciclovir 50mg/ml suspension, 120ml		Each		2,698		Hetero Drugs SA (Pty) Ltd	MAAA0323938	VB2N1	Vaglor	R3,726.00	1 x 120ml suspension	14	1	90.00	222000020	CO

LEGEND UNIT OF MEASUE (UOM)	
AM	Ampoule
BT	Bottle
BX	Box
CO	Container
EA	Each
JR	Jar
SA	Sachet
TU	Tube
VI	Vial

SPECIAL REQUIREMENTS AND CONDITIONS OF CONTRACT

HP02-2025AI

SUPPLY AND DELIVERY OF ANTI-INFECTIVE MEDINCES (ANTIBIOTICS, ANTIFUNGAL, ANTIPROTOZOAL AND ANTIVIRAL AGENTS) TO THE DEPARTMENT OF HEALTH FOR THE PERIOD 1 OCTOBER 2025 TO 30 SEPTEMBER 2028

BID VALIDITY PERIOD: 180 DAYS

BID ADVERT DATE: 12 JULY 2024

CLOSING DATE AND TIME OF BID:

9 SEPTEMBER 2024 AT 11H00

NON-COMPULSORY ONLINE BRIEFING SESSION:

MS TEAMS WEBINAR: 2 AUGUST 2024 @ 10H00

1. Table of Contents

2. ABBREVIATIONS

API	: Active Pharmaceutical Ingredient
BAC	: Bid Adjudication Committee
BAU	: Business as Usual
CPA	: Contract Price Adjustment
CSD	: Central Supplier Database
DVP	: Digital Variation Portal
EAN	: European Article Numbering
EU	: European Union
GMP	: Good Manufacturing Practice
HDI	: Historically Disadvantaged Individual
ID	: Identification Document
MCC	: Medicines Control Council
MHPL	: Master Health Products List
MRC	: Medicine Registration Certificate
NDoH	: National Department of Health
PBD	: Pharmaceutical Bidding Documents
PI	: Package Insert
PPPFA	: Preferential Procurement Policy Framework Act
RoE	: Rate of Exchange
RDP	: Reconstruction and Development Programme
SAHPRA	: South African Health Products Regulatory Authority
SARS	: South African Revenue Service
SBD	: Standard Bidding Document
SEP	: Single Exit Price
SRCC	: Special Requirements Conditions of Contract
VAT	: Value Added Tax

3. DEFINITIONS

In this document, unless the context indicates otherwise, a word or expression to which a meaning has been assigned in the applicable Act bears the same meaning, and -

(1) "Act" means the Preferential Procurement Policy Framework Act, 2000 (Act No 5 of 2000).

(2) "Complementary medicine" means any substance or mixture of substances that-

(a) originates from plants, fungi, algae, seaweeds, lichens, minerals, animals or other substance as determined by SAHPRA;

(b) is used or purporting to be suitable for use or manufactured or sold for use

(i) in maintaining, complementing or assisting the physical or mental state; or

(ii) to diagnose, treat, mitigate, modify, alleviate or prevent disease or illness or the symptoms or signs thereof or abnormal physical or mental state of a human being or animal; and

(c) is used-

(i) as a health supplement; or

(ii) in accordance with those disciplines as determined by SAHPRA;

(3) "Consortium or Joint Venture" means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill, and knowledge in an activity for the execution of a contract.

(4) "Contract" means the agreement that results from the acceptance of a tender by an organ of state.

(5) "Disability" means, in respect of a person, a permanent impairment of a physical, intellectual, or sensory function, which results in restricted, or lack of, ability to perform an activity in the manner, or within the range, considered normal for a human being.

(6) "Health supplement" means any substance, extract or mixture of substances as determined by SAHPRA, sold in dosage forms used or purported for use in restoring, correcting or modifying any physical or mental state by-

(a) complementing health;

(b) supplementing the diet; or

(c) a nutritional effect, and excludes injectable preparations, medicines or substances listed as Schedule 1 or higher in the Medicines Act;

(7) "Historically Disadvantaged Individual (HDI)" means a South African citizen –

(i) who, due to the apartheid policy that had been in place, had no franchise in national elections prior to the introduction of the Constitution of the Republic of South Africa,1983 (Act No 110 of 1983) or the Constitution of the Republic of South Africa,1993 (Act No 200 of 1993) ("the Interim Constitution"); and / or

(ii) who is a female; and / or

(iii) who has a disability:

Provided that a person who obtained South African citizenship on or after the coming to effect of the Interim Constitution, is deemed not to be an HDI.

(8) "IVD" (in vitro diagnostic) means a medical device, whether used alone or in combination, intended by the manufacturer for the in vitro examination of specimens derived from the human body solely or principally to provide information for diagnostic, monitoring or compatibility purposes;

(9) "Label", when used as a verb, means brand, mark or otherwise designate or describe, and when used as a noun, means any brand or mark or any written, pictorial, or other descriptive matter appearing on or attached to or packed with and referring to any article or the package containing any article.

(10) "Locally produced product" refers to a product whose formulation and conversion processes, including the use of materials and components to manufacture medicines, occur within the Republic of South Africa. This includes active pharmaceutical ingredients (APIs) (imported or locally produced) and excipients for the production of finished products. Locally produced product **includes the fill and finish of sterile products** (including vaccines) but **excludes the fill, finish, and packaging of products such as solids, liquids, sterile drops and semi-solid dosage forms.**

(11) “Management” in relation to an enterprise or business, means an activity inclusive of control and performed on a daily basis, by any person who is a principal executive officer of the company, by whatever name that person may be designated, and whether or not that person is a director.

(12) "manufacture" means all operations including purchasing of material, processing, production, packaging, quality control, release and storage of medicinal products and related control.

(13) “medical device” means any instrument, apparatus, implement, machine, appliance, implant, reagent for in vitro use, software, material or other similar or related article, including Group III and IV Hazardous Substances contemplated in the Hazardous Substances Act, 1973 (Act No. 15 of 1973)—

(a) intended by the manufacturer to be used, alone or in combination, for humans or animals, for one or more of the following:

(i) diagnosis, prevention, monitoring, treatment or alleviation of disease;

(ii) diagnosis, monitoring, treatment, alleviation of or compensation for an injury;

(iii) investigation, replacement, modification or support of the anatomy or of a physiological process;

(iv) supporting or sustaining life;

(v) control of conception;

(vi) disinfection of medical devices; or

(vii) providing information for medical or diagnostic purposes by means of in vitro examination of specimens derived from the human body; and

(b) which does not achieve its primary intended action by pharmacological, immunological or metabolic means, in or on the human or animal body, but which may be assisted in its intended function by such means;

All medical devices are categorized based on the risk associated with the intended use of the medical device or IVD. Medical devices, including in-vitro diagnostic (IVD) medical devices and non-IVD medical devices, are grouped into four classes including Class A devices presenting the lowest

potential risk (e.g. a tongue depressor) and Class D devices presenting the greatest potential risk (e.g. pacemakers) to patients, users and public health.

	RISK	NON-IVD EXAMPLES	IVD EXAMPLES	PHASE II REQUIREMENTS
Class A	Low individual risk & minimal or no public health risk	Surgical retractors/ tongue depressors	Reagents, instruments, specimen receptacle. Microbiologcal culture medium	A valid licence to manufacture, or import, distribute or wholesale medical devises or IVDs
Class B	Low-moderate	Hypodermic needle/ suction equipment	Pregnancy self test kit, urine self-test strips to detect glucose, biochemistry test for gases, hormones, vitamins	A valid licence to manufacture, or import, distribute or wholesale medical devises or IVDs
Class C	Moderate-high	Lung ventilators	Malaria rapid test, human genetic testing , STD test, Prenatal screening test, Tumour markers, self monitoring blood glucose	A valid licence to manufacture, or import, distribute or wholesale medical devises or IVDs
Class D	High	Heart valves /implantable defibrillator	Screening for HIV/Hepatitis B, detection of Rhesus markers; testing red blood cell antigen or antibodies within ABO blood group system	A valid licence to manufacture, or import, distribute or wholesale medical devises or IVDs

(14) "medical device or IVD establishment" means a facility used by a manufacturer, wholesaler, distributor, retailer, service provider or an importer of medical devices or IVDs for conducting business;

(15) "medicine" means;

(a) any substance or mixture of substances used or purporting to be suitable for use or manufactured or sold for use in

(i) the diagnosis, treatment, mitigation, modification or prevention of disease, abnormal physical or mental state or the symptoms thereof in humans; or

(ii) restoring, correcting or modifying any somatic or psychic or organic function in humans; and

(b) includes any veterinary medicine.

(16) "Medicines Act" means the Medicines and Related Substances Control Act, 1965 (Act No. 101 of 1965).

(17) "Minimum order quantity" means the fewest number of units a supplier is willing to sell to a single Participating Authority in a single consignment.

(18) "Package" means anything in or by which any medicine, complementary, veterinary medicines or scheduled substance is enclosed, covered, contained, or packed.

(19) "Person" includes reference to a juristic person.

(20) "Rand value" means the total estimated value of a contract in Rand denomination which is calculated at the time of tender invitations and includes all applicable taxes and excise duties.

(21) "Single Exit Price" (SEP) is defined in the Regulations Relating to a Transparent Pricing System for Medicines and Scheduled Substances, under the Medicines and Related Substances Act No 101 of 1965. It is the price set by the manufacturer or importer, including the logistics fee and VAT, and is calculated by multiplying the price of the lowest unit of the medicine or substance by the number of units in the pack.

(22) "Tender" means a written offer or bid in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services or goods.

4. BID DOCUMENT CHECK LIST

All bid documents listed below must be sorted, filed, and submitted in **exactly the same compilation sequence** as indicated below, and the relevant annexure attached.

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

All bid documents must be signed.

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

COMPILATION SEQUENCE	ADMIN CODE	DOCUMENT NAME	N/A	YES	NO	REMARK
1	CL	Covering Letter Note: Status relating to TAX, License to Manufacture, Certificates etc.				
2	BFI	Bid/File Index.				
3	BSRA	Bid Signature. Resolution/Authority to sign bid.				
4	SBD1	SBD 1: Invitation to bid.				
5	PBD4.1	PBD 4.1: Contact Details of Bidder.				
6	CSD	CSD Registration report complete (full) report. Note: CSD summary report is not accepted.				
7	TCP	Tax Clearance Pin Issued by SARS.				
8	CIPC	CIPC/CIPRO company registration certificate				
9	NC	Proof of company ceding mergers, acquisition, and name changes				
10	PBD9	PBD9: Directors: Categorisation of Directors profile				
11	ID	Certified copies of Directors/Owners Identification listed in PBD9				

COMPILATION SEQUENCE	ADMIN CODE	DOCUMENT NAME	N/A	YES	NO	REMARK
12	SBD4	SBD 4: Declaration of interest				
13	PBD8	PBD 8: Special Requirements and Conditions of Contact. Declaration of compliance.				
14	SBD6	SBD 6(1) Indicate Preference Points Claimed in table and space provided.				
15	OWNERSHIP	Company Ownership Organogram, Share Register with Shareholding, HDI member Share Certificate(s) claimed in SBD 6.1, Related Supporting Documents, Certified copies required				
16	TRUST DEED	Trust Deed or Scheme Deed listing HDI Beneficiaries and Trustees with stipulated benefit. **Certified copy required**				
17	HDI ID	ID's of HDI with equity ownership (had no franchise in national elections before the 1983 and 1993 Constitutions). **Certified copies required**				
18	ID-DISABILITY	ID of HDI disability claimed in SBD 6.1 **Certified copies required**				
19	DR-NOTE	Medical Certificate detailing the nature and extent of the disability as claimed in SBD 6.1. **Certified copies required**				
20	PBD5	PBD5: Good Manufacturing Practice (GMP). Declaration of compliance.				
21	SBD5	SBD5: The National Industrial Participation Programme.				
22	LICMI	Licence to manufacture or import (in the name of the bidder), including all annexures. **Certified copies required**.				
23	LICM	Licence to manufacture or import, including all annexures for **local manufacturing sites** as listed on the				

COMPILATION SEQUENCE	ADMIN CODE	DOCUMENT NAME	N/A	YES	NO	REMARK
		MRC of the bidder (applicant). **Certified copies required.**				
24	LICMD	Licence to manufacture/import distribute/wholesale a **medical device or an in vitro diagnostic (IVD)** (in the name of the bidder), including all annexures: Certified copies required				
25	MRC	Medicine Registration Certificates (MRC) and **Variation Summary** (if applicable) - **Certified copies.** Note: All MRC's must be marked by the bidder with the relevant item number and be sorted and filed in numerical order.				
26	MRC Annexures	MRC Annexures must be submitted only for newly registered products. Note: The conditions of registration must align with the MRC of the newly registered medicine and must be clearly marked.				
27	VARSUM	A valid Variation Summary for any changes on the MRC where applicable as prescribed by SAHPRA GUIDELINE: BAU VARIATIONS COMMUNICATION, latest version - **Certified copies**				
28	PBD1	PBD1: Authorisation Declaration Note: Non-compliance to submission of a valid authorisation declaration, where applicable, may invalidate the bid.				
29	PBD1.1	PBD 1.1: List of products offered sourced from third party.				
30	PBD1.2	PBD 1.2: Unconditional written undertaking from the third party.				
31	PI	Original Package Insert (PI) or document detailing professional				

COMPILATION SEQUENCE	ADMIN CODE	DOCUMENT NAME	N/A	YES	NO	REMARK
		information approved by the Medicines Control Council (MCC) or the South African Health Products Regulatory Authority (SAHPRA) for each product offered. Note: All PI`s must be marked with the relevant item number and be sorted and filed/submitted in numerical order.				
32	PS	Proof of sample submission.				
33	BL	Bidder`s item list (list of products offered).				
34	PRICE	Signed Excel Bid Response I.e. Pricing Schedule. Note: If the Excel Bid response Pricing Schedule is not signed in the space provided, the bid will not be considered for evaluation.				
35	USB	**Set 2 & 3** - Universal Serial Bus (USB) Flash Drive / Storage Device with digital copy of the completed bid. **Note: Each compilation sequence (document) must be saved as a separate file, with index admin code abbreviations used in each file name.**				
All bid documents listed above must be sorted, filed, and submitted in the exact order as indicated above						
Submission of supporting bid documents is compulsory, unless it's not applicable and indicated as such in the "N/A" column						

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

SECTION A

4.1. LEGISLATIVE AND REGULATORY FRAMEWORK

This bid and all contracts emanating there from will be subject to the Medicine 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 (GCC) 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 the GCC. Where, however, the SRCC is in conflict with the GCC, the SRCC shall prevail.

4.2. BID INFORMATION SESSION

A non-compulsory online briefing session will be held via an MS Teams Webinar on 26 July 2024 at 10H00.

Bidders who wish to partake are required to register on MS Teams Webinar no later than Thursday, close of business, 25th of July 2024, by using the following link.

https://events.teams.microsoft.com/event/c3ce39a2-476c-4677-b7c4-e255606f462c@a517371c-f316-484c-ac5c-98b76127790a

Upon successful registration you will receive a confirmation email of your attendance.

If you experience any challenges with the registration process, please notify the Department via tenders@health.gov.za before 25th of July 2024.

It is strongly **recommended** that all prospective bidders submit all enquiries related to the advertised tender 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.

4.3. EVALUATION CRITERIA

The evaluation process will be conducted in phases as follows:

PHASE I	PHASE II	PHASE III	PHASE IV
Mandatory Administrative bid requirements	**Product technical and legal mandatory compliance**	**Price and Preference Points**	**Recommendation and Award**
Bidders will be assessed for compliance with the mandatory administrative requirements	Bidders will be evaluated for compliance with the technical mandatory requirements and the product will be evaluated for compliance to the specification.	Bidders will be evaluated w.r.t compliance to HDI and RDP Goals (Price and Preference Points) as per section 5 of this SRCC	Recommendation and award

5. PHASE I: MANDATORY ADMINISTRATIVE BID REQUIREMENTS

Bidders must submit all required documents at the closing date and time of the bid. All mandatory documents as listed in Annexure A must be signed in **black ink**. During this evaluation phase, the bidder's responses will be evaluated based on the documents submitted under mandatory requirements. This phase is not scored, that is, no points are allocated. However, bidders who fail to submit all mandatory documents **signed in black ink** may be disqualified.

All copies of original documents, as requested in this bid, must be certified, and dated by a Commissioner of Oaths. (No copies of certified copies will be accepted).

5.1. RESPONSIVE BIDS

Bidders are required to submit responsive bids by completing all the fields, including prices in the Excel Bid Response document **(All prices must be submitted with 2 (two) decimals)**. In this regard, the attention of bidders is drawn to the document "Definition of fields in the Bid Response Document" explaining the different fields in the bid document.

5.2. BID DOCUMENTS

Bidders are required to submit responsive bids by completing all the price, mandatory response fields, the excel bid response documents i.e. pricing schedule and Categorization of Directors Profile.

PBD9: Categorization of Directors Profile:

The form "Categorization of Directors Profile" attached as PBD9 in excel format, forms an integral part of the bid document. Bidders must ensure that it is completed without changing the structure thereof. All columns must be completed in full, and all pages signed. **Attach certified copies of Director/s identification documents (IDs)**.

Excel Bid Response i.e., Pricing schedule:

The prices quoted must be furnished as all inclusive (incl. VAT) based on supply and delivery.
The bid price offered for a product is deemed to be for the pack size as advertised in the item specification and the unit specified.

Delivered Bid Prices offered.

- Final prices submitted should not exceed the latest updated SEP as recorded on the National Department of Health (NDoH) SEP database.
- In the event that the prices submitted at the date and time of bid closure exceeds the ex-manufacturer component of the Single Exit Price (SEP) inclusive of VAT; price negotiations will be required where applicable.

5.2.1. CONSORTIUMS OR JOINT VENTURE AGREEMENTS

A Consortium or a Joint Venture agreement is required in the following instances:

- The bidder is not the applicant on the MRC **but** the bidder and the applicant are subsidiaries of a single legal entity (same parent company);

- The bidder is not the applicant on the MRC, but either the bidder or the applicant is fully or partially owned by the other;
- The bidder is not the applicant on the MRC **but** the bidder and the applicant are part of a technology transfer arrangement.

In these instances, an agreement highlighting the following essential components must be submitted with the bid that describes, identifies or contain:

i) The purpose and scope of agreement, including the objectives, activities and business goals.

ii) The role of the bidder and the applicant in the Consortium or Joint Venture, including pharmacovigilance responsibilities, product recalls and payments.

iii) The contribution, responsibilities and liabilities of each party in the agreement (e.g. capital, assets, intellectual property).

iv) A description of the management and control, the governance structure, decision-making processes and the distribution of management roles within the Consortium or Joint Venture.

v) The individuals authorised to represent (and therefore sign the bid documents) in terms of the Consortium or Joint Venture agreement.

vi) The percentage of participation for each party involved in the Consortium or Joint Venture.

vii) The party in the agreement that should be evaluated in terms of preferential points allocation (Section 7). – **Only one party in the Consortium or Joint Venture will be considered.**

viii) The duration and termination of the agreement, that specifies the terms of the Consortium or Joint Venture agreement and the conditions for extension. Further defines the procedure for termination of the agreement including the consequences in relation to the awarded contract.

ix) Any other information necessary to provide a comprehensive understanding of the Consortium or Joint Venture's operations.

The Consortium or Joint Venture agreement must be authenticated by a Commissioner of Oaths or other authorised official. Non-compliance with authentication requirement will render the bid non-responsive.

In addition to the above requirements, the parties in the Consortium or Joint Venture must submit the legislative and mandatory requirements pertaining to this bid as indicated in the SRCC.

The following legislative documents must be submitted for all parties included in the Consortium or Joint Venture agreement:

- A valid license to manufacture and certified copies as per section 6.1 must be supplied of all parties' licenses included in the bid.
- A MRC as per section 6.2, where one of the parties involved in the Consortium or a Joint Venture agreement is specified as the applicant.

5.3. TAX COMPLIANCE STATUS

Bidders must be registered on the Government's CSD and to include their full CSD Report with their bid. The NDoH shall verify the bidder's tax compliance status through the CSD.
The CSD and the tax compliance status PIN are the approved methods of verifying the tax compliance status of a bidder. Bidder must submit a tax clearance pin with this bid. It is a condition of this bid that the tax matters of the bidder be in order, or that satisfactory arrangements have been made with SARS to meet the bidder's tax obligations.

Where the bidder is not tax compliant the bidder will be notified of their non-compliance status, and the bidder will be requested to submit within seven (7) days:

a) written proof from SARS of their tax compliance status,
b) or proof that they have made arrangement to meet their outstanding tax obligations within a reasonable period that will not delay the bid adjudication.

Thereafter, the department will verify tax compliance status via CSD.

It is a requirement that bidders grant confirmation when submitting this bid that SARS may, at any time 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.

Where Consortium or a Joint Venture are involved, each party must be registered on the CSD and their tax compliance status will be verified through the CSD.
Bidders remain responsible to update their CSD information in line with the bid documents submitted for this bid.

Foreign suppliers with neither South African tax obligations nor history of doing business in South Africa must complete the questionnaire on the SBD1. Where a recommendation for award of a bid has been made to a foreign bidder, the NDoH will submit the bidder's completed SBD1 to the SARS to email address: GovernmentInstitute@sars.gov.za. The SARS will issue a confirmation of tax obligations letter to the NDoH, confirming whether the foreign entity has tax obligations in South Africa.

6. PHASE II: PRODUCT TECHNICAL AND LEGAL MANDATORY COMPLIANCE LEGISLATIVE REQUIREMENTS RELATING TO THIS BID

6.1. LICENSING REQUIREMENTS

The bidder offering a medicine:

- Must be the holder of a valid license to manufacture or import medicines issued in terms of **section 22C(1)(b)** of the Medicines Act. The bidder must submit a **certified copy** of the original license, including all annexures.
- Additionally, the bidder offering a **product manufactured locally**, must submit a **certified copy** of the original valid license to manufacture medicines, including all annexures for all **local manufacturing sites listed on the MRC.**

The bidder offering a Class A, B, C or Class D medical device or an in vitro diagnostic (IVD):

- Must be the holder of a valid licence to manufacture, or import, distribute or wholesale medical devices or IVDs issued in terms of section **22C(1)(b)** of the Medicines Act including all annexures. The bidder must submit a **certified copy** of the original license, including all annexures relevant to the products offered.

The bidder offering Category D Complementary medicines:

- Must be the holder of a valid licence to manufacture, import or export Complementary medicines (Category D) issued in terms of section **22C(1)(b)** of the Medicines Act including DA02 Product list as issued by SAHPRA. The bidder must submit a **certified copy** of the original valid license, including all annexures relevant to the products offered.

In case of a Consortium or a Joint Venture, all involved parties must be the holder of the licence to manufacture or import medicines issued in terms of **section 22C(1)(b)** of the Medicines Act and companies must submit **certified copies** of the said license.

6.2. MEDICINE REGISTRATION CERTIFICATE (MRC) REQUIREMENTS AND VARIATION SUMMARIES

Items offered must be registered in terms of section 15 of the Medicines Act and must comply with the conditions of registration for the duration of the contract.

- In the case of medicines, a **certified copy** of the original MRC, issued in terms of section 15(3)(a) of the Medicines Act, must be included with the bid for each item offered.
- Where there is a variation on the MRC, the bidder must submit the Variation Summary.
- The **bidder must be indicated as the applicant** on each MRC.
    a) In the event that the bidder is not the applicant, refer to section 5.2.1 on the Consortium or Joint Venture agreements.
    b) Where an item offered is not eligible for registration in terms of section 15(3)(a) of the Medicines Act, a package insert / professional information leaflet of the item must be supplied.

6.3. SUBMISSION OF MRC ANNEXURES (CONDITIONS OF REGISTRATION)

Medicine registration may be subject to conditions as determined by the SAHPRA in terms of the section 15(6)(a) of the Medicines Act. These conditions as described in the MRC annexures (conditions of registrations) must be submitted in the following instances:

- All **newly registered medicines**;
- Medicines for which a bid is being placed for the first time; and
- In the event of medicine review or renewal in terms of section 15(6)(a) of the Medicines Act.

All bidders are required to **submit, where applicable, a valid variation summary** as prescribed by the SAHPRA GUIDELINE: BAU VARIATIONS COMMUNICATION, latest version, as well as a certified copy of the original MRC issued by MCC/SAHPRA.

In case of a Consortium or a Joint Venture, one of the parties involved must be indicated as the applicant on the MRC.

6.4. AUTHORISATION DECLARATION

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

The NDoH 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 NDoH will exercise any of the remedies available to it in the bid documents.

Failure to submit a duly completed and signed Authorisation Declaration, with the required annexure(s), in accordance with the above provisions, may invalidate the bid for such goods or services offered.

No agreement between the bidder and any third party will be binding on the NDoH.

6.5. SAMPLES TO BE SUBMITTED TO SAMPLE EVALUATION SITES

All bidders are required to submit samples, including bidders who are currently supplying the NDoH 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 Act.

Failure to submit samples at both institutions listed below will invalidate the bid for such items offered. Samples are required to be submitted to each (both) depots of the addresses indicated below prior to closing date and time of bid:

GAUTENG MEDICAL SUPPLIES DEPOT	CAPE MEDICAL DEPOT
Ms Pretty Nyokong Contract Manager Tel: 011 628 9131 Gauteng: Medical Supplies Depot Store 3 35 Plunkett Avenue Hurst Hill 2092	Mr Nisaar Mia Pharmaceutical Policy Specialist Tel: 021 483 5800 Western Cape: Department of Health 4th Floor, Cape Medical Depot 16 Chiappini Street Cape Town 8001

- No samples must be sent to the NDoH.
- 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.
- **In the case of Schedule 6 medicines or scheduled substances, the primary packaging/artwork and package insert, or professional information must be submitted (do not include the product).**
- A mock sample may be accepted for the actual product registered with SAHPRA, that is not yet available on the market. **The mock sample must be a true representation of what the bidder will supply should a contract be awarded and must include the product (tablet, capsule, liquid, etc.) which may not be in an original container, and the SAHPRA approved artwork and package insert.**
- 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.
- All samples submitted must include an eligible package insert or document detailing professional information approved by SAHPRA.
- Both institutions will evaluate the samples submitted for compliance with the specification.

6.6. 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.

7. PHASE III: PREFERENCE POINT SYSTEM

7.1. CRITERIA USED FOR THE ALLOCATION OF PREFERENTIAL POINTS CLAIMED IN TERMS OF THE REVISED PREFERENTIAL PROCUREMENT REGULATIONS (PPPFA), 2022

Preference Points will be evaluated and allocated as prescribed by the revised Preferential Procurement Regulations, 2022 issued in terms of sections 2 and 5 of the Act which promotes:

1) The empowerment of Historically Disadvantaged Individuals (HDI) which, means South African citizens –
   a. Who, due to the apartheid policy that had been in place, had no franchise in national elections prior to the introduction of the Constitution of the Republic of South Africa, 1983 (Act No 110 of 1983) or the Constitution of the Republic of South Africa, 1993 (Act No 200 of 1993) ("the Interim Constitution"); and / or
   b. Who is a female; and / or
   c. Who has a disability.

2) Promotion of specific Reconstruction and Development Programme (RDP) goals, "specific goals" means specific goals as contemplated in section 2(1)(d) of the Act which may include contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination based on race, gender and disability including the implementation of programmes of the Reconstruction and Development Programme as published in Government Gazette No. 16085 dated 23 November 1994;
   - Selected Goal: The promotion of South African owned enterprises (Ownership held by South Africans in bidding enterprise).

7.1.1. HDI AND RDP GOAL POINTS CLAIMABLE FOR THIS TENDER

- **HDI Promotion and points claimable:**

NO	DESCRIPTION	CLAIMABLE POINTS
1	Who had no franchise in national elections before the 1983 and 1993 Constitutions	4
2	Who is a female	2
3	Who has a disability	2

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

NO	DESCRIPTION	CLAIMABLE POINTS
1	The promotion of South African owned enterprises	2

7.1.2. HDI CLAIMS MADE IN SBD 6.1 MUST BE SUPPORTED BY EVIDENCE BASED DOCUMENTATION

To claim preference points the bidder must complete the SBD6.1 in full and in accordance with the requirements. If the SBD6.1 is not completed in accordance with the requirements no preference points will be allocated.

7.1.2.1. CRITERIA USED FOR THE ALLOCATION OF PREFERENTIAL POINTS FOR HDI

Percentage (%) of HDI ownership held in the bidding enterprise, should be supported by substantiating documents that will be used to determine the claimable points allocated, based on the percentage ownership i.e. if four (4) points is claimable, then two (2) points allocated for 50% ownership.

NO	HDI DESCRIPTION	CLAIMABLE POINTS
1	Who had no franchise in national elections before the 1983 and 1993 Constitutions	4

Equity Ownership claims must be supported by substantiating evidence to be considered for points claimed in SBD6.1.

Supporting Documents Required to substantiate HDI ownership.

- Certified copies of identification documents (IDs)
- Certified copies of Share certificates
- Share statement/Share Register reflecting the total number of shares issued by the bidding enterprise and shares held by each qualifying HDI.
- Any other supporting evidence not listed above that may substantiate HDI ownership claimed in SBD6.1

Equity Ownership through Trusts / Employment Scheme or Similar

- Certified copy of applicable Trust Deed
- Share certificate confirming ownership held by Trust in bidding enterprise.
- Trust Deed indicating those HDIs listed as trustees and beneficiaries.
- Any other supporting evidence not listed above that may substantiate HDI ownership.

NO	DESCRIPTION	CLAIMABLE POINTS
2	Who is a female	2

South African female individuals with equity ownership held in the bidding enterprise.

- Certified copies of IDs
- Certified copies of Share certificate/s
- Share statement/Share Register reflecting the total number of shares issued by the bidding enterprise and indicating shares held by South African female/s.
- Any other supporting evidence that may substantiate female ownership claimed in SBD6.1
- Trust Deed indicating South African female/s listed as Trustee and a Beneficiary
- Should female ownership be held through a Trust Deed / Employment Scheme such female/s must be listed as trustee and a beneficiary of such Trust Deed/ Employment Scheme.

NO	DESCRIPTION	CLAIMABLE POINTS
3	Who has a disability	2

Equity Ownership held by qualifying HDI with a disability in the bidding enterprise as claimed in the SBD6.1

- Certified copies of identification documents (IDs)
- Medical Certificate detailing the nature and extent of the disability required.
- Certified copies of the share certificate(s) held by HDI member/s with a disability.

- Trust Deed indicating listed HDI owner as trustees and beneficiaries.
  (if ownership is held through a Trust / Employment Scheme).
- Any other supporting evidence that may substantiate HDI ownership held by individuals with a disability as claimed in SBD6.1

7.1.3. RDP GOAL: PROMOTION OF SOUTH AFRICAN OWNED ENTERPRISES

7.1.3.1. CRITERIA USED FOR THE ALLOCATION OF PREFERENTIAL POINTS

Percentage (%) of ownership held by South Africans in the bidding enterprise, supported by substantiating documents, will be used and the same percentage of the claimable points (2) will be allocated i.e. one (1) point allocated for 50% ownership.

POINTS CLAIMABLE

NO	DESCRIPTION	CLAIMABLE POINTS
4	The promotion of South African owned enterprises	2

South African individuals with equity ownership held in the bidding enterprise:

- Certified copies of IDs
- Certified copies of Share certificate/s
- Share statement/Share Register reflecting the total number of shares issued by the bidding enterprise and indicating shares held by South Africans
- Any other supporting evidence that may substantiate South African ownership claimed in SBD6.1
- If ownership is held in a Trust or Ownership Scheme
- The share certificate(s) reflecting ownership of a Trust / Ownership Scheme in the bidding enterprise.
- Present the Trust Deed indicating those persons who are both trustees and beneficiaries and who are actively involved in the management of the Trust.

7.2. OTHER CLAIMS RELATING TO HDI

A Consortium or Joint Venture can earn preferential points based on the contract value percentage managed or executed by HDI members with equity ownership. These points are awarded according to HDI Equity Ownership and RDP Goals achieved by each enterprise within the Consortium or Joint Venture. The same evidence requirements apply for proving ownership by individuals or legal entities in terms of HDI or RDP Goals, regardless of whether the ownership is part of a Consortium, Joint Venture, or independent bidder.

In the event where a bidder fails to submit the proof (documentation) required in terms of this bid to claim points for HDIs and RDP goals, no preference points will be allocated.
The NDoH reserves the right to request a bidder to substantiate any claim regarding preferences, either before the bid is adjudicated or at any time thereafter, in any manner it deems necessary.

7.3. FORMULAE - PREFERENCE POINT SYSTEM TO BE APPLIED IN THIS TENDER

7.3.1. FORMULA FOR PRICE (90)

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

- The bid price (maximum 90 points)

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

7.3.2. FORMULA FOR HDI PREFERENCE POINTS (10)

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

Where

NEP = Points awarded for equity ownership by an HDI

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

EP = The percentage of equity ownership of and HDI within the enterprise of business, determined in accordance with the Act and specific provisions contained in the revised Preferential Procurement Regulations, 2022.

8. PREFERENCE FOR LOCALLY PRODUCED PRODUCTS

The NDoH 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 raw material (imported or locally produced) of active pharmaceutical ingredients (API) and of excipients for production of finished products) in the Republic of South Africa. Provided that the award of Locally produced products does not negatively impact supply security and affordability, the quantities for these items will be allocated proportionately.

Preference will be considered for Locally produced products if:

- The License to Manufacture, as per section 22C(1)(b) of the Medicines Act of the local manufacturing site, with all applicable annexures, for medicines, complementary medicines, and medical devices/IVDs is submitted and;
- The local manufacturing site is listed on the MRC issued by SAHPRA, indicating that the manufacturer is located in the Republic of South Africa;
- The Single Exit price published on the SEP database, is not exceeded;
- The local manufacturer has demonstrated the capacity to supply the required volumes based on the data provided in the Excel Bid Response Document;
- Previous supplier performance is acceptable;
- Bidder complies with all other clauses contained in this SRCC.

If the necessary documentation or evidence is not included in the bid documents, the bid will not qualify for preference as a locally produced product.

9. VALUE ADDED TAX

All bid prices must be inclusive of 15% Value-Added Tax. Failure to comply with this condition will invalidate the bid.

10. SUBMISSION OF BIDS

All bid documents must be sorted, filed, and submitted in the **exact** compilation sequence as indicated in the bid document checklist and **Annexure A** attached to the bid pack.

Submission of bid documents is compulsory unless a document is not applicable and indicated as such in the "N/A" column in the Bid Document Check List.

All bid documents must be signed in black ink in the spaces provided within the document.

All bid documents must be initialed at the bottom of each page in black ink in the space provided "***Bidder's Signature….***"

Where certified copies of original documents are submitted, bidders must ensure that the certification is original and signed and dated by the Commissioner of Oaths.

Where applicable, all bid documents must be witnessed in black ink. The NDoH will not accept updated mandatory bid documents after bid closure unless called for by the Department.
Bidders not complying with any of the requirements may be deemed to be non-responsive and may not be considered for evaluation.

11. COMPLETION OF DOCUMENTS AND BID SUBMISSION

Bidders are required to submit three sets of bid documents according to the instructions below. All three sets must be submitted not later than the closing date and time in a sealed package.

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.
The bid must comprise of:

- **Set 1** The original **Hard copy bid,** (signed legal documents, including all certificates and documents requested); bound with tabs indicating section as per Annexure A Checklist.
- **Set 2 (Electronic Copies),** consisting of a scanned PDF of the Hard Copy bid, and saved together with **Set 3** on a USB Flash Drive / Storage Device.
- **Set 3 (Excel Spreadsheets)** comprising of the electronically completed Excel spreadsheets.

All fields must be completed. Where the information requested is not relevant, this should be indicated with N/A.

Set 1: Hard copy legally binding bid documents

Bidders must complete all SBD, PBD and Bid Response forms in black ink, typed. Where no electronic entry field is provided, bidders must complete the forms in black ink, handwritten. All bid documents must be signed in ink in the spaces provided within the document. All bid documents must be initialed at the bottom of each page in ink in the space provided, i.e., "***Bidder's signature….***"

The following must be applied:

- Where certified copies of original documents are submitted, bidders must ensure that the certification is original and dated by the Commissioner of Oaths.
- Where applicable, all bid documents must be witnessed in black ink.
- The signed hard copy of the bid document will serve as the legal bid document.
- Bidders must submit their complete bid in hard copy format (paper document).
- The Chief Executive Officer, Chief Financial Officer, or authorised designee of the entity submitting the bid must sign the official signature pages.
- All pages in the complete bid document must be signed and initiated with black ink.
- The use of correction fluid is not acceptable.
- Any change/s must be clearly indicated and initialed.

Note Set 2 & 3

Bidders must submit a USB flash drive/storage device with a digital copy of the completed bid. Bidders must follow exactly the same compilation sequence as per the index and use the index admin code abbreviation used in the file name.

Set 2: PDF of Hard Copy signed legal documents. (i.e., PDF of Set 1)

Bidders must submit a PDF version of the entire signed hard copy bid, including all certificates and documents requested.

Set 3: Electronic version of bid documents

In addition, bidders must submit the electronic versions, Bid Response Document, and other relevant spreadsheets in Excel (not PDF). All three sets of information must be submitted for the bid to be evaluated. Ensure that the bid price is offered for the product as specified.

Bidders must ensure that the **price quoted** for a product (line item) on the Bid Response Document is for the unit pack as specified. No conversion factors will be applied.

12. LATE BIDS

Bids received after the closing date and time at the address indicated in the bid documents will not be accepted for consideration and, where practical, will be returned unopened to the bidder.

13. 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.

14. FRONTING

The NDoH supports the spirit of RDP Goals and HDI empowerment and recognises that real empowerment can only be achieved through individuals and businesses conducting themselves in accordance with the Constitution and in an honest, fair, equitable, transparent, and legally compliant manner. Against this background, the NDoH condemns any form of fronting.

The NDoH encourages bidders to act honestly during their bid preparation process. If any fronting, bid rigging or collusion practices is suspected, the NDoH reserves the right to conduct investigations to verify the accuracy of representations made in bid documents. Any form of misrepresentation, corrupt or fraudulent practices identified on the part of the bidder, may result in serious consequences as specified in the relevant regulations. These consequences can include prohibiting the offending bidder from conducting business with the public sector for a period not exceeding 10 years.

15. SUPPLIER DUE DILIGENCE

The NDoH 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 the capacity for their allocation or agreed demand.

16. COMMUNICATION

The NDoH 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 NDoH regarding this bid between the closing date and the bid award by the bidder is discouraged. All communication between the bidder and the NDoH must be done in writing.

17. 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 the bidding process:

- tenders@health.gov.za

SECTION B

18. CONTRACT PERIOD

The contract shall be for the period of three years starting 1 October 2025 to 30 September 2028.

19. PARTICIPATING AUTHORITIES

Participating Authorities on this contract are: Provincial Departments of Health and other entities as approved by the Accounting Officer:

- Department of Correctional Services;
- South African Military Health Services;
- Nelson Mandela Children's Hospital.

Provincial Departments of Health:

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

Other entities may request to participate in the contract during the contract period. The participation of other entities will be subject to approval by the Chief Accounting Officer of the NDoH. Proper communication with the contracted suppliers will occur before approval is granted.

20. REGISTRATION ON DATABASES OF PARTICIPATING AUTHORITIES

The contracted suppliers must register on the supplier databases of Participating Authorities within 30 days after the award of the contract.

Failure to meet this requirement will result in the inability to process payment for goods.

21. AWARD CONDITIONS

The NDoH reserves the right to negotiate prices.

The NDoH reserves the right to award the same item as a multiple award to various suppliers (two or more) to address high volume requirements, security of supply and product availability.

The NDoH reserves the right to award an item with a specification deviation.

In cases where the tender does not achieve the most economically advantageous price, the NDoH reserves the right not to award that item.

In the case of medicines for chronic conditions, pack sizes suitable for a 30-day treatment cycle are required.

The 28-day dispensing pack size is currently being phased out. Where a 30-day dispensing pack size is advertised, and a 28-day dispensing or other pack size is provided, no conversion factor will be utilised. Evaluation will directly compare the 30-day dispensing pack size with other options offered. All bidders are encouraged to participate.

21.1. SPLIT AND MULTIPLE AWARDS

The NDoH reserves the right to issue split or multiple awards, where necessary, to facilitate security of supply. The following will be taken into consideration when contemplating a split or multiple 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.
- The Minimum Order Quantity (MOQ) for split or multiple awards will be negotiated and aligned to the smallest acceptable value.

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

CATEGORY	DIFFERENCE BETWEEN POINTS SCORED	RECOMMENDED PERCENTAGE SPLIT
A	Equal points	50/50
B	< 5 points	60/40
C	>5-10 points	70/30
D	>10-20 points	80/20
E	>20 points	90/10

Where a split of **three (3) or more** bidders is contemplated, the total score of each will be applied in the following formula to determine the percentage (%) split for each bidder:
For example, the percentage split for the highest scoring bidder will be calculated as follows:

% Split = T1/(T1+T2+T3)
Where :

T1 = Score of highest Scoring Bidder
T2 = Score of second Highest Scoring Bidder
T3 = Score of third Highest Scoring Bidder

21.2. THERAPEUTIC CLASS AWARDS

The Policy for Classifying Medicines into Therapeutic Classes for Purposes of Therapeutic Interchange (July 2021) 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 provided in the "Medicine treatment" section of the national STGs which provides a class of medicines followed by an example such as, HMGCoA reductase inhibitors (Statins) e.g. simvastatin. These therapeutic classes have been designated where none of the members of the class offer any significant benefit over another 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**.**

The following items are advertised as a therapeutic class:

THERAPEUTIC CLASS NUMBER	ITEM NUMBER	ITEM SPECIFICATION	ESTIMATES
Class 1	25	Anidulafungin 100mg injection, 1 vial	39 068
	39	Caspofungin 50mg injection, 1 vial [Items 39 and 40 will be considered as a series]	37 268
	40	Caspofungin 70mg injection, 1 vial [Items 39 and 40 will be considered as a series]	3 736
	116	Micafungin 100mg injection, 1 vial	39 068
Class 2	3	Aciclovir 400mg tablets, 60 or 70 tablets	462 714
	5	Aciclovir 800mg tablet, 35 tablets	462 714
	83	Famciclovir 250mg tablet, 21 tablets	462 714
	152	Valaciclovir 1000mg tablet, 30 tablets	462 714
Class 3	64	Ciprofloxacin 3mg/ml eye drops, 5ml	381 965
	123	Moxifloxacin 5mg/ml eye drops, 5ml	381 965
	130	Ofloxacin 3mg/ml eye drops, 5ml	381 965
Class 4	38	Bifonazole 1% cream/ointment, 20g	6 235 331
	72	Clotrimazole 1% cream, 20g	6 235 331
	81	Econazole 1% cream, 20g	6 235 331
	98	Ketoconazole 2% cream, 20g	6 235 331
	118	Miconazole 2% cream, 20g	6 235 331

THERAPEUTIC CLASS NUMBER	ITEM NUMBER	ITEM SPECIFICATION	ESTIMATES
Class 5	137	Praziquantel 500mg tablet, 100 tablets	3 116
	138	Praziquantel 600mg tablet, 10 tablets	31 155
Class 6	28	Azithromycin 200mg/5ml suspension, 15ml	1 072 633
	66	Clarithromycin 125mg/5ml suspension, 50/60ml	1 072 633
Class 7	29	Azithromycin 200mg/5ml suspension, 30ml	220 350
	67	Clarithromycin 250mg/5ml suspension, 50/60ml	220 350
Class 8	148	Sulfamethoxazole and Trimethoprim 400/80mg tablet, 56 tablets	7 657 690
	149	Sulfamethoxazole and Trimethoprim 800/160mg tablet, 30 tablets	7 657 690

21.3. SERIES AWARDS

The following items will be awarded as a series if recommended in Class1:

SERIES NUMBER	ITEM NUMBER	ITEM SPECIFICATION
1	39	Caspofungin 50mg injection, 1 vial [Items 39 and 40 will be considered as a series]
	40	Caspofungin 70mg injection, 1 vial [Items 39 and 40 will be considered as a series]

21.4. NEGOTIATIONS

The NDoH reserves the right to negotiate prices, Minimum Order Quantities, and volumes to be supplied with the bidders prior to award and with the successful bidder(s) post award.

Where applicable, if an item is advertised as a single item and included in a therapeutic class and it is recommended for award in a class, the Department reserves the right to combine the quantities and only award one item number. In this case the Department will negotiate the awarding of additional volumes with the highest scoring bidder.

21.5. NON-COMMITMENT

The NDoH reserves the right not to award, in part, or in full.

The right is also reserved to withdraw or amend any of the bid conditions, by notice, in writing to all bidders prior to closing of the bid and post award.

In the event that an incorrect award has been made, the NDoH reserves the right to remedy the matter in any manner it may deem fit, which may include cancellation of the contract.

22. POST AWARD CONDITIONS

Regulation 16A6.6 of the Treasury Regulations, issued under the Public Finance Management Act, 1999 (Act 1 of 1999), allows the Accounting Officer of a department, constitutional institution, or public entity to request participation in any contract arranged by means of a competitive bidding process by any state organ. This participation requires written approval from both the state organ and the relevant contracted suppliers.

The NDoH 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 Act at the date and time of bid closure. In these circumstances, the NDoH reserves the right to cancel the contract for an item, or adjust the quantity awarded based on expected changes in projected demand. The Department will notify the contracted supplier within a reasonable time of the expected change. However, in cases where patient safety is a concern, these changes may be implemented with immediate effect.

23. PRICE REVIEW

The NDoH 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 local and international marketplace.

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 NDoH.

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 Ingredient/s (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 NDoH 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.
- Failure to present the information in the required format may result in the awarded contract being ineligible for price adjustments.

23.1.2. 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 considering 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 01 JANUARY 2024 TO 30 JUNE 2024
Rand per US Dollar	**R18.73**
Rand per Br Pound	**R23.70**
Rand per Euro	**R20.26**
Rand per Yuan Renminbi	**R2.60**
Rand per Indian Rupee	**R0.23**
Rand per Danish Krone	**R2.72**

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 2024 to 30 June 2024 using the South African Reserve Bank published rates for the specific currency.

23.1.3. APPLICATION FOR CONTRACTUAL PRICE ADJUSTMENTS

Scanned copies of signed applications for price adjustments must be received by the NDoH 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.

23.1.4. ROUTINE PRICE ADJUSTMENTS

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

REVIEW	PERIOD FOR CALCULATING ADJUSTMENT AVERAGE ROE	SUBMISSION OF REQUEST FOR PRICE REVIEW TO REACH THE OFFICE BY	DATE FROM WHICH ADJUSTED PRICES WILL BECOME EFFECTIVE
1	01 October 2025 - 31 March 2026	03 April 2026	01 May 2026
2	01 April 2026 - 30 September 2026	03 October 2026	01 November 2026
3	01 October 2026 - 31 March 2027	03 April 2027	01 May 2027
4	01 April 2027 - 30 September 2027	03 October 2027	01 November 2027
5	01 October 2027 - 31 March 2028	03 April 2028	01 May 2028

23.1.5. EXCEPTIONAL PRICE ADJUSTMENTS

The contracted supplier may apply for an exceptional price adjustment at the start of the contract. These will be activated if the absolute change between the base RoE and the six-month retrospective average RoE indicated in the table below fluctuates by more than 10%. This adjustment applies to eligible components subject to CPA price adjustments based on the bid closure price.

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
0.01	01 March 2025 – 31 August 2025	03 September 2025	01 October 2025

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

REVIEW	PERIOD FOR CALCULATING ADJUSTMENT AVERAGE ROE	SUBMISSION OF REQUEST FOR PRICE REVIEW TO REACH THE OFFICE BY	DATE FROM WHICH ADJUSTED PRICES WILL BECOME EFFECTIVE
0.1	01 October 2025 - 31 December 2025	03 January 2026	01 February 2026
1.1	01 April 2026 - 30 June 2026	03 July 2026	01 August 2026
2.1	01 October 2026 - 31 December 2026	03 January 2027	01 February 2027
3.1	01 April 2027 - 30 June 2027	03 July 2027	01 August 2027
4.1	01 October 2027 - 31 December 2027	03 January 2028	01 February 2028
5.1	01 April 2028 - 30 June 2028	03 July 2028	01 August 2028

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

REVIEW	PERIOD FOR CALCULATING ADJUSTMENT AVERAGE ROE	SUBMISSION OF REQUEST FOR PRICE REVIEW TO REACH THE OFFICE BY	DATE FROM WHICH ADJUSTED PRICES WILL BECOME EFFECTIVE
1	01 January 2026 - 31 March 2026	03 April 2026	01 May 2026
2	01 July 2026 - 30 September 2026	03 October 2026	01 November 2026
3	01 January 2027 - 31 March 2027	03 April 2027	01 May 2027
2	01 July 2027 - 30 September 2027	03 October 2027	01 November 2027
3	01 January 2028 - 31 March 2028	03 April 2028	01 May 2028

23.1.6. PRICE ADJUSTMENTS BASED ON A SYSTEMATIC REVIEW

The NDoH reserves the right to review local and international prices to identify lowest comparable prices. Where this review identifies any prices that are lower than contract prices the Department will enter into price negotiations with the contracted supplier.

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

24. QUALITY

Products and contracted suppliers must conform to the conditions of registration of the product in terms of the Medicines Act 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 section 21 and 22 of the General Conditions of Contract (GCC).

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 NDoH 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

Supplier performance management will be the responsibility of Participating Authorities with oversight from the NDoH and, where supplier performance disputes cannot be resolved between the contractor and the Participating Authority and NDoH must be informed for corrective action.

The NDoH, 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.
- At a minimum, suppliers must submit the following information in a specified format, using a mechanism defined by the NDoH, after training provided by the NDoH:
  - 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 NDoH will schedule and hold quarterly meetings with contracted 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 benefits suppliers and the Participating Authorities.
- Contracted suppliers 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 Participating Authority(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 Participating Authorities.
- A Participating Authority is under no obligation to accept any quantity which exceeds 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 section 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 consult the relevant Participating Authority prior to processing the order.

26.1. 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 NDoH. The NDoH reserves the right to update these minimum data requirements as needed.
- 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 Act, and the item description as it appears in the contract circular and Master Health Product List (MHPL).
- The supplier must ensure that products are delivered in accordance with the appropriate storage conditions, as per the product's conditions of registration. Delivery is deemed to be terminated 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 Participating Authorities. The Participating Authorities may recoup any expenses associated with failure to collect such goods in accordance with the agreement.

26.2. CONTINUITY OF SUPPLY

Contracted suppliers must have at least two months' supply of the estimate at the start of the contract. Contracted suppliers must maintain sufficient buffer stock throughout the duration of

the contract. It is the responsibility of the contracted supplier to ensure continuous availability and supply of contracted items.

- Contracted suppliers must inform the NDoH at first knowledge of any circumstances that may result in interrupted supply, including but not limited to:
  - regulatory action which may impact their GMP status or that of entities on which they are reliant;
  - any anticipated problems associated with the availability of active pharmaceutical ingredients (API);
  - industrial action;
  - challenges with manufacturing pipeline;
  - any other supply challenges.
- Contracted suppliers must direct official communication relating to continuity of supply to stockalert@health.gov.za,as well as Participating Authorities.
- Contracted suppliers must direct official communication relating to payment challenges to medacc@health.gov.za, as well as Participating Authorities.
- All official communication must include details of corrective actions taken by the contracted supplier to ensure continuity of supply.
- In the event that the contracted supplier is unable to supply, the contracted supplier is required to source an alternative product that meets the same specification as the awarded product.
- In the case of a split or multiple award, the alternative product should not be sourced from another contracted supplier for the same product.
- The alternative product must be supplied at the current price of the contracted item.
- Prior to supplying the alternative product, the contracted supplier must request approval from NDoH to supply the alternative product and a sample must be sent to the two health facilities as outlined in section 6.5 of this SRCC. The contracted supplier is also required to furnish the Department 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.

- This provision is only applicable for emergency supply and cannot be used for routine and continuous supply of the product.
- If a contracted supplier is part of a split or multiple award and, is unable to supply the contracted item for a period not exceeding six months, the NDoH reserves the right to proportionally reallocate volumes to an alternative contracted supplier for the duration of the supplier's inability to supply.
- In any event that a contracted supplier is unable to supply a contracted item for a period exceeding six months, for any reason, the NDoH reserves the right to cancel the contract, in line with Section 23 of the GCC (Clause 21.2)
- Suppliers may be required to pay penalties for supply exceeding the contractual lead time as stipulated in the section 22 of the GCC.
- Participating Authorities are allowed to purchase outside the contract to meet their needs if the contracted item not available within the 14-day lead time. In such cases, the Participating Authority can procure the item from an alternative supplier, and any cost difference between the contracted supplier's item and the alternative item will be at the expense of the contracted supplier.

26.3. REPORTING

The NDoH 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 as specified in section 26. 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 both corners (length and breadth) all shipper packs, including any part boxes:

– Item name as contained in the contract circular and the Master Health Product List (MHPL),
– Registered product name;
– 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 colored background.
- Unit packs must be labelled in accordance with Regulation 10 of the General Regulations published in terms of the Medicines Act.

27.3. BARCODES

- All unit and shipper packs must be marked with the appropriate barcode.
- The European Article Numbering Code 13 (EAN 13).

28. SHELF LIFE

- Unless 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 and disposed of 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 penalty 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, the 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. CHANGES IN SUPPLIER DETAILS

A contracted supplier must inform the NDoH at first knowledge of any changes relating to the Registered Legal Name of the Company, address, or contact details and effect these changes on the Central Supplier Database.

30. DISCONTINUATION OF CONTRACTED PRODUCT SUPPLY

It is the responsibility of the contracted supplier to supply the contracted product until the contract end date of the contract as stipulated in the letter of acceptance (SDB 7.1).

In the event that the contracted supplier(s) foresees a possible long-term interruption of supply, the supplier must write a letter to the Director-General of Health, at least six months prior to the anticipated interruption, outlining the following:

- Reason for the long-term interruption;
- The impact this will have on the contract;
- The suggested way forward.

The supplier may only interrupt supply to a Participating Authority after informing the Director-General of Health and receiving a written response from the NDoH. It is the responsibility of the National Department of Health to communicate the outcome of the matter to the Participating Authorities.

Where the contracted supplier has made a decision to discontinue a contracted product with immediate effect, the Department reserves the right to source the item from an alternative supplier. In cases where the price from the alternative supplier exceeds the price of the contracted product, the contracted supplier discontinuing the product will be liable to pay the difference in price for a period of six months.

31. 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 NDoH in writing at first knowledge of such 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 the contract or to cancel the contract.

The contracted supplier must inform the NDoH at first knowledge of any changes to address, name, or contact details and effect these changes on the CSD.

32. CANCELLATION OF CONTRACT

Request for cancellation of contract from a contracted supplier will only be considered after compelling evidence to support the request has been submitted in writing to the satisfaction of the NDoH.

The contracted supplier is obliged to supply the contracted item under the prevailing conditions of contract, until such time that the NDoH has approved the request to cancel the item. The NDoH will inform the Participating Authorities of the cancellation of the contract.

32. 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