



PROCUREMENT NOTICE

STATE PHARMACEUTICALS CORPORATION OF SRI LANKA

The Chairman, Procurement Committee of the State Pharmaceuticals Corporation of Sri Lanka, Colombo 01 invites sealed quotations from registered and previous sources for following items and bids will be closed at the respective times on the dates given below and will be opened immediately thereafter. **(E. mail /Fax offers as well as FOB offers are not acceptable)**

Sealed Bids may be sent by post under registered cover or may be personally deposited in the box available for this purpose at Internal Audit Department in the mezzanine floor of the State Pharmaceuticals Corporation at No. 75, Sir Baron Jayatillake Mawatha, Colombo 1, Sri Lanka.

Bidders or their authorised representatives will be permitted to be present at the time of opening of Bids.

LAB ITEMS

Tender No.	Closing Date	Closing Time	Item	Quantity
DHS/RL/152NK/18	13.01.2020	2.30 pm	1/40300101-Egg Albumin	1,500g
DHS/RL/69NK/19	13.01.2020	2.30 pm	2/43000401-Acetone	14,000ml
DHS/RL/20WAC/20	13.01.2020	2.30 pm	1/42802106-Hepatitis B –Immunochromatography Strips for Hepatitis B, HBs antigen detection 2/42802302- Hepatitis B- Anti Hepatitis B surface antibody (HBsAb) -ICT	8,000 strips 5,000 strips

PHARMA ITEMS

Tender No.	Closing date	Time	Item	Quantity
DHS/RP/357/2019	09.01.2020	3.00 PM	Lamivudine Tablet 150mg	16,000 Tabs.
DHS/RP/359/2019	14.01.2020	3.00 PM	Chlorpromazine Hydrochloride Tablet 50mg	2,300,000 Tabs.
DHS/RP/37/2020	09.01.2020	3.00 PM	Darunavir (as ethanolate) 300mg Tablet	37,800 Tabs.
DHS/RP/38/2020	14.01.2020	3.00 PM	Conjugated estrogen Tablet 0.325mg	12,000 Tabs.
DHS/RP/39/2020	14.01.2020	3.00 PM	Baby Mask for spacer device	9,000 devices
DHS/RP/40/2020	14.01.2020	3.00 PM	Raltegravir (Potassium salt) 400mg Tablet	31,500 Tabs.
DHS/RP/41/2020	14.01.2020	3.00 PM	Artesunate Injection 60mg vial	1,122 vials.
DHS/RP/42/2020	14.01.2020	3.00 PM	Carbachol Intraocular solution 0.01%, 1ml	8,500 vials.
DHS/RP/43/2020	14.01.2020	3.00 PM	Mycophenolate mofetil oral suspension 1g/5ml, 175ml bottle	25 bottles.
DHS/RP/44/2020	14.01.2020	3.00 PM	Silver Nitrate stick for Nasal cauterizing	3,000 sticks.
DHS/RP/248/2016	14.01.2020	3.00 PM	PD Cathiter set	2,000 sets.
DHS/RP/249/2016	14.01.2020	3.00 PM	Administration set for PD Solution	2,000 sets.

SURGICAL ANNUAL ITEMS

TENDER NO/BID REFERENCE	CLOSING DATE	CLOSING TIME	ITEM/ SR NO	ITEM	QUANTITY
DHS/RS/RQ/238/18	14.01.2020	2.00P.M.	13002302	Acrylic Universal Conformer, medium size.	400 Nos
DHS/RS/RQ/239/18	21.01.2020	2.00P.M.	18300802	Plaster of Paris Hard Powder, yellow/blue, small pack, 5kg.	2,035kg
DHS/RS/RQ/84/19	21.01.2020	2.00P.M.	12503203	External Catheter for Male, with non adhesive fixation, latex, small size, sterile.	900 Nos
DHS/RS/RQ/7/20	21.01.2020	2.00P.M.	14000402	Hypodermic Syringe with luer lock, 10ml, without needle	780,000 Nos

SURGICAL SPECIAL ITEMS

Tender No.	Closing Date	Closing Time	Item	Quantity
DHS/RSS/RQ/296/18	13.01.2020	2.00 pm	Surgical Non-consumables	SPC web site www.spc.lk
DHS/RSS/RQ/297/18	20.01.2020	2.00 pm	Umbilical catheter 2FG disposable packed individually and labelled accordingly.	250 Nos
DHS/RSS/RQ/163/19	22.01.2020	2.00 pm	Absorbable Synthetic Surgical Suture, Monofilament Glyconate BP/USP standard or Equivalent standard, size 4/0, 90cm (approx.) length attached to a 24mm - 26mm 3/8 circle reverse cutting eyeless needle, sterile.	1,200 Nos
DHS/RSS/RQ/164/19	22.01.2020	2.00 pm	Guidewires in various types & sizes	SPC web site www.spc.lk
DHS/RSS/RQ/165/19	22.01.2020	2.00 pm	Surgical Consumables	SPC web site www.spc.lk
DHS/RSS/RQ/166/19	27.01.2020	2.00 pm	Surgical Consumables	SPC web site www.spc.lk
DHS/RSS/RQ/04/20	20.01.2020	2.00 pm	Aortic Perfusion Cannulas in various sizes	SPC web site www.spc.lk
DHS/RSS/RQ/05/20	22.01.2020	2.00 pm	Thracic(Chest Drainage) Catheter for post operative plural drainage 18FG, Stright 45cm (approx) length with 6 eyes with radio opaque line through out the length, with 2cm marking made from surgical quality PVC with conector, sterile. each catheter packed indivigualy in peel open pouch & labeled accordingly.	200 Nos
DHS/RSS/RQ/316/16	22.01.2020	2.00 pm	Instruments Sets	SPC web site www.spc.lk

Bids should be prepared as per particulars given in the Bidding Documents available at the Head Office of State Pharmaceuticals Corporation of Sri Lanka, No.75, Sir Baron Jayatillake Mawatha, Colombo 1.

Wherever necessary potential bidder/bidders should get registered in terms of the Public Contract Act No.3 of 1987 before collecting the Bid Documents and also should get the contract registered after the award.

CHAIRMAN -PROCUREMENT COMMITTEE
STATE PHARMACEUTICALS CORPORATION OF SRI LANKA
75, SIR BARON JAYATILLAKE MAWATHA
COLOMBO 1
SRI LANKA.

FAX : 00 94-11- 2335008/2344082
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E-MAIL : dgmsurgical@spc.lk / pharma.manager@spc.lk

GENERAL MANAGER- STATE PHARMACEUTICALS CORPORATION
On behalf of
CHAIRMAN DEPARTMENTAL PROCUREMENT COMMITTEE
STATE PHARMACEUTICALS CORPORATION OF SRI LANKA
75, SIR BARON JAYATILLAKE MAWATHA
COLOMBO 1
SRI LANKA.

(Annexure I)

DHS/RSS/RQ/4/20

2020/SPC/A/R/S/00180

CLOSING ON: 20TH JANUARY, 2020 AT 2.00 pm

ITEM/ SR NO	ITEM	QTY
13/13401502	Aortic Perfusion Cannula, angled, with cap, size 12Fr, sterile.	10 Nos
14/13401503	Aortic Perfusion Cannula, angled, with cap, size 14Fr, sterile.	10 Nos
15/13401504	Aortic Perfusion Cannula, angled, with cap, size 16Fr, sterile.	10 Nos

Packing : 1 Nos

Delivery : Immediately

NB :

If offers are received on Import & Supply basis from local suppliers, those offers should be in LKR. All local suppliers/manufacturers should quote in LKR for the total delivery price to MSD stores.

Shipment should be made exclusively on vessels belonging to the Ceylon Shipping Corporation or those chartered by CSC. However, shipment on other vessels will be permitted, in instances where vessels of the Ceylon Shipping Corporation do not call at the Port of Shipment or if they are not available for timely shipment of Cargo, in which event the supplier should attach a waiver certificate issued by Ceylon Shipping Corporation on their Authorized Agent in the supplier's county.

Samples Catalogue/Literature should be submitted for evaluation

General Conditions :

Offers should be submitted in the format as per annexure.

1. The consignments supplied in respect of an order concerned, shall exactly match with the reference sample submitted and the product information (item descriptions, shelf life/warranty where applicable, manufacturer's name, country of manufacture, country of origin, etc.) provided in the bid document by the supplier, which has been accepted by the procurement committee, and included in the Indent / Purchase Order (PO), issued by SPC.
2. All items shall be supplied, sourcing from the manufacturer and country of manufacturer, stated in the Purchase Order (PO)/Indent of SPC and wherever applicable shall have a valid product registration or waiver of registration from NMRA.
3. Maintaining the validity of the product registration during the period of supply(delivery schedule), obtaining waiver of registration &/ import license / manufacture licensing at NMRA, is a pre-requisite for the supply of surgical, pharmaceutical and relevant laboratory items. Hence all suppliers shall produce relevant valid registration certificates/licenses, when requested by MSD/SPC.

When the validity of the product/manufacturing licenses and registrations of NMRA (eg; manufacturing license, product registration and GMP certificates), of local manufacturers / local suppliers, lapses during the year or during the period of supply (delivery schedule), it shall be extended / renewed by the supplier. A certified copies of afore mentioned valid certificates shall be submitted to MSD by the supplier when deliveries are made.

4. The number of batches per consignment shall be minimal. Batch quantity shall be an equal multiple of the quantity of the consignment and the proportionate size of the batch quantity shall be not less than 15% of the quantity in the consignment.
5. If MSD decides to accept a part or full consignment, with deviations from certain tender conditions (eg: with regard to labeling/packaging etc.) due to an urgency, that shall be done subject to, either rectifying the defect within 05 working days by the supplier, or recovering the total cost [a] of rectifying the defect by MSD (via a duly contracted third party providing such services), from the supplier with a 25% surcharge on the labeling cost. (total charge = [a]+[a]x0.25) or 2% of the invoiced value, whichever is the highest.

All possible tender deviations such as Packing, labeling, delivery schedule, storage status, payment mode & conditions, etc., shall be communicated and agreed upon before accepting the tender award by the supplier. Noncompliance of same shall be considered as tender violations, to apply penalty (as clause No. 37).

6. The specifications of the product offered in the bid, by the supplier shall match with the tender specifications for the item and any form of alternate offers will not be entertained.

Shelf life & Warrantees

7. In the supply of all Non consumables; Manufacturer or supplier or local agent shall provide a minimum of 02 year warranty period or as specified in the specification, for each such item or it's sub components supplied (through the local agent), unless otherwise agreed upon with MSD, prior to awarding the tender. Foreign suppliers of all such items shall have their own local agent in Sri Lanka, capable of providing technical support, repairs & spares, when necessary. (only applicable for Non Consumable Items)
8. Freshly manufactured stocks of the product shall be supplied; thereby the residual Shelf Life (shelf life remaining at the time of delivery of goods in Sri Lanka/MSD stores in case of local supplies) of the product, shall be 85% of the shelf life requested(specified in order/Indent/PO).
In respect of the items with requested shelf life equal or more than 24 months, any deficit between the residual shelf life and requested shelf life, shall not be more than 04 months.

In the violation of the above tender condition, SPC/MSD reserves the right to accept a reduced quantity, that is usable (as per the consumption rate) up to three months before the expiry of same and will subject to application of a penalty (as clause No. 37).

When the shelf life is not specified in the indent/PO/item spec; the requested shelf life shall be considered as, 36 months for surgical items and 24 months for pharma. / laboratory items.

Standards & Quality

9. **Standards**; In addition to Pharmacopoeial Standards that are indicated in the item specifications, other Pharmacopoeial Standards that are registered at National Medicines Regulatory Authority in Sri Lanka are also acceptable when no bidders have quoted for the standard specified in the item specification.
10. Any product deficient of its sub components/ accessories, not at the specified quality standards or all its components not unitized appropriately in packaging (as a set), shall be rejected⁴.

11. Withdrawal from use of items due to quality failure found as manufacturer's fault:
- (a). In case of batch withdrawal, **value of entire batch quantity supplied** shall be recovered⁸ from the supplier.
 - (b). In case of product withdrawal, **value of entire product quantity** supplied shall be recovered⁸ from the supplier.
 - (c). In the event of either a) or b) above, supplier shall be surcharged⁸ the total **cost involved for MSD, of the quality failed supplies** with 25% administrative surcharge of the same.
12. The storage conditions and the packing requirements of the product shall conform to the information given by the manufacturer and accepted by NMRA for the product registration or shall conform to the information submitted for waiver of registration granted by NMRA in exceptional circumstances. (refer clause No.24)

If the offered product, deviate from NMRA registered product features, supplier must provide with the bid, a declaration to certify the NMRA accepted product details such as; storage conditions, pack details/contents/sizes and standard batch quantity/size of the product.

13. Immediately after delivery at MSD, the consignments shall be subjected to testing appropriately drawn, one random batch sample (Post-delivery sample) of the consignment at a government/semi-government/accredited laboratory¹¹. (to be selectively applied for Surgical & Lab items, depending on availability of testing methodology & facilities) If the sample is found to be substandard, random batch samples will be tested from all the batches/lots in the consignment, and entire expenses on such tests, like value of samples, transport, sampling & testing charges, etc, will be recovered from the supplier.
14. Consignments supplied to MSD violating the storage conditions indicated on product labels and/or product information leaflet (as accepted for product registration at NMRA), shall be considered as quality affected consignments and quality assurance of such consignments shall be carried out by post-delivery testing at government / semi government laboratory in Sri Lanka or at an accredited laboratory (foreign/local). All the expenses on such an event, including storage cost shall be borne by the supplier. If found to be quality affected the consignment will be treated as quality failed (as clause No.11).

Pack size, Labeling & Packaging

15. Offers for pack sizes at a lower level (smaller quantity per pack) than the pack size specified in the item description/specification and MSD order List, are also acceptable, but higher level (larger quantity per pack) pack sizes will not be entertained unless otherwise offered with the original bid and accepted by the procurement committee, with the concurrence of MSD.
16. In respect of bulk packs (not applicable for blister/strip packs), "DHS" mark shall be ;
- (a). embossed or printed in case of tablets
 - (b). printed in case of capsules
- Above condition can be waved off, if the quantity in the purchase order is less than 100,000 tablets/capsules, (any exemptions to this condition, is notified in the relevant MSD order list)
(only applicable for Pharmaceutical Products)
17. Each; innermost pack, vial/ampoule, pre-filled syringe or bottle, shall bear the item Description, SR No, Batch No/Lot no., Reference/Catalogue no. (not for pharmaceuticals), Date of Manufacture, Date of Expiry and "STATE LOGO" of Government of Sri Lanka.
It is essential to include and exactly match the dates of Expiry & date of Manufacture (in any form as "Year & Month" or "No Exp."), in the innermost pack and supplier's invoice.

18. Description of the Item, SR No, Date of Manufacture, Date of Expiry, Batch No, Name and address of manufacturer and “STATE LOGO” of Sri Lanka Government shall be clearly marked on the outer covering of the individual/innermost pack containing the minimum unit of measure, including blister & strip cards and on the outer cover of the carton/box. Any deviations of the Date of Manufacture (DOM)/ Date of Expiry(DOE)declared in the offer shall be approved by MSD and DOM & DOE shall consist of at least the year & month.
19. All outer most cartons (shipping packages) shall bear the MSD Purchase Order No, SPC Indent No., SR No, Batch No, and Date of Expiry in size 1.5cm letters / figures in prominently visible manner. This may be printed, stenciled or label properly affixed.
20. Batch Number of the product shall be separately Barcoded (in Code 128 or 2D formats) and Barcode shall be printed on the labels at all levels of packing as described below, conforming to the industry standards in Barcode printing and pasting.
Format shall be according to Code 128 or 2D standards.
Maximum barcode size shall be 5.0cm (length) x 2.5cm (width).
21. In case of receiving goods under inappropriate packaging conditions(not in good order), was to be sorted out by MSD to select the items in good order by 100% checking/handling of the consignment, all expenses incurred to MSD in such an event (including demurrage charges, cold stores charges, labor charges etc. or any other charges incurred until goods are ready for acceptance), have to be paid to MSD by the local supplier, before attending to checking the consignment 100%, by MSD.
In respect of SPC imported supplies, if the local agent does not follow suit as above, such extra expenses incurred to MSD shall be recovered from the supplier⁵ by SPC and refund to MSD.

Storage Conditions & Temperature

22. If the storage temperature & conditions are not specified in the item specification, NMRA accepted product storage conditions, shall conform to Sri Lankan ambient storage conditions in the ranges of 30⁰c +/- 2⁰c temperature and 75% +/-5% relative humidity. The product storage conditions shall be clearly indicated at all levels of labels/packages/boxes.
23. Maintenance of Cold Chain;
- In case of cold storage items, cold chain monitors (temperature recording devices) shall be included for each carton and the cold chain shall be maintained according to the manufacturer’s instructions during storage, transport and delivery.
 - Supplier shall use suitable prominently visible identification marks of international standard, with appropriate colours and sizes for easy identification of cold cargo. Supplier shall use standardized **USB Devices** for temperature data logging inside the packages and shall provide free of charge, data logger readers **&/ software (reading apps compatible with Windows-07/latest)** to wharf department of SPC in advance, to enable examining the maintenance of cold chain in transit, and before taking over the consignment by MSD.
 - If the cold chain break is observed at the time of taking over the consignments by MSD, such consignments shall be rejected, indicating the reason on the relevant **WDN or copy of the delivery documents**. In such an event, the SPC shall arrange necessary cold storage for the consignment until ‘observed cold chain break’ is investigated leading to acceptance / total rejection of consignment and the expenses borne by MSD / SPC in arranging the cold storage shall be recovered from the supplier.
 - The vehicles transporting cold cargo to MSD shall be equipped with temperature monitoring devices and the vehicle shall have NMRA approval for transport of pharmaceuticals.
 - The suppliers shall dispatch consignments of the items, which require cold chain maintenance, to arrive in Sri Lanka during Monday to Thursday to avoid additional demurrage & storage charges during weekends, during which MSD stores is closed. In case of non-compliance of this condition, any additional expenses incurred to MSD and SPC, to Custom clear/store/receive such consignments shall be recovered from the supplier.

24. In respect of the products requiring controlled temperature storage (Eg. $< 25^{\circ}\text{C}$, $2-25^{\circ}\text{C}$, $15-20^{\circ}\text{C}/30^{\circ}\text{C}$, $2-8^{\circ}\text{C}$ etc.), supplier shall provide MSD with latest product stability study reports with the invoice of the consignment.(report shall include studies; at $30^{\circ}\text{C} \pm 2^{\circ}\text{C}$ & $75\% \pm 5\%$ RH for **AC stored** items and at $25^{\circ}\text{C} \pm 2^{\circ}\text{C}$ & $60\% \pm 5\%$ RH for **Cold stored** items. It shall be a true copy of the latest report submitted to NMRA or a report issued within last 05 years). (refer clause No.12)

Delivery Requirements

25. All items shall be supplied as per the latest/final delivery schedule, communicated to the supplier, as an amended Indent/PO delivery schedule (if not amended, original schedule in the Indent/PO will apply) mutually agreed between MSD& SPC, at the time of establishing the payment terms (L/C, DP, TT, etc). Any deviation from this agreed delivery schedule shall be treated as a defaulted delivery.

Contravening the above directions, if the delivery schedule is violated by the supplier for no fault of MSD/SPC/MOH and in the event MSD decides to accept any such consignment in full or part thereof, that is delivered after the due delivery date, Condition No. 27 on delayed deliveries, shall be applied.

26. All consignments shall be delivered at Medical Supplies Division or an alternate receiving point as directed. However sending consignments **to reach Sri Lanka from 15th December to 10th January** shall be avoided, unless otherwise prior approval has been granted by MSD for such deliveries.

27. Defaulted consignments with respect to delivery schedule shall only be considered for acceptance, subject to a penalty imposed for the delay due to suppliers fault, allowing a grace period up to two weeks. Consignments delivered after that grace period shall be considered for acceptance subject to a penalty to the supplier as described below ;

(a). A penalty of 0.5% per day of the consignment value, calculated commencing from the 15th day up to 60th day delay from the due delivery date, as per the indent/PO or its' latest amended delivery schedules.

(b). When the delay exceeds 60days purchase order will be considered as automatically cancelled, on defaulted performance. In such a situation, MSD reserve the right to recover liquidated damages or to revoke the cancellation (eg. if payments have been released prior to such a cancellation), and accept the consignment subject to a 25% admin surcharge.

28. (i). If any local purchases were to be made by MSD/SPC to ensure continuity of supply (due to noncompliance of Indent/PO/its' amended; delivery schedule); in the ensuing period inclusive of the grace period for delivery from due delivery date, extra expenditure incurred on such local purchases, over the landed cost of relevant SPC main order, shall be recovered from the supplier.

(ii). If a delivery defaulted (violating delivery schedule in the indent/PO) SPC supplier/his local agent, who participate in an urgent local purchase tender of SPC or MSD for the same item, quoting the same product or any similar product, is bound to supply the local purchase order at the landed cost of the defaulted SPC main order. In violations of the same, the cost difference will be set off from the payments to the supplier of the corresponding SPC main order.

29. In respect of local manufacturers/ local suppliers, all deliveries shall be made only on week days excluding public holidays, also allowing adequate time to enable the completion of the receiving process at MSD stores before 3.30 p.m. In the event of failure to meet this deadline due to supplier's fault (eg. In delivery; time, product, document, etc.) goods shall be accepted on the following working day, such date shall be counted for working out penalties as per No. 27 (regarding defaulted consignment) of the conditions of supply.

As an alternative, supplier can request MSD to take over the consignment on the same day, subject to settling all other expenses (i.e. staff OT, forklift charge, etc.) of MSD, by the supplier.

30. The extension of L/C's overstepping delivery schedules in the Indent/PO/its' amendments, shall not in any way affect the recovery of late delivery charges, as per Condition No. 27 (regarding defaulted consignments) and any other direct or indirect additional costs/liquidated damages, relating/consequent to extension of L/C.
31. When adequate storage space is not available at MSD, to accept a delivery defaulted consignment (deviating from the delivery schedule in the Indent/PO/its' amendments) under the condition No. 27, any additional expenses caused to MSD or SPC in arranging temporary external storage and other expenses (eg. demurrage, detention, container storage, re-handling cum transport, etc.) shall be borne by the supplier.

Documents & Information

32. MSD Order No, Item Description, SR No, Batch No., Date of Manufacture, Date of Expiry and product Storage Condition, shall be indicated in all Supply Invoices and detailed Packing Lists.
33. One of the tender samples of the selected bid shall be forwarded to MSD, for using as a reference sample (can make it; a part of the last consignment or a returnable to supplier) for checking the conformity of the consignments received under the indent/PO.(applicable for all surgical items and regular category of laboratory items, when specified in respective order lists).

The images of the; specimen labels, minimum pack and outer most box/shipper carton, that satisfies the above mentioned labeling conditions, shall also be provided within 14 days of releasing the indent by SPC.

34. The supplier shall submit all shipping documents to (Including Bills of Lading / Draft Air Way Bills etc.) SPC Imports department and MSD by e-mail(follow instructions in website www.msdl.gov.lk), at least 03 days before the Expected Time of Arrival (ETA) of sea freighted consignments & 02 days before the ETA of Air freighted consignments.
35. After releasing the Indent/PO or establishing L/C, the latest logistical position of manufacturing & supply on the Indent/PO, shall be updated biweekly through e-mails to SPC with a copy to MSD⁶ by the supplier.(follow instructions in the website www.msdl.gov.lk)
If it is not complied or the information so provided are found to be incomplete/false, the grace period (for supply delays) mentioned in the clause 27 will not be applicable.

Common conditions

36. In addition to the general conditions of supply given herein, item/order-list specific amendments, exclusions or additions to the same, stated in the covering letter of the order list and any other relevant conditions as per the tender document issued by SPC, are also applicable. The order/item specific; new conditions or amendments to General Order Conditions, will be included in the order list itself and as a remark entry in the MSMIS order records.
37. Administrative surcharge of 25%(on the value of goods), will be applied for tender condition violations that cause deficiencies in supply with respect to; quality, standards & specifications, short packing & short supply or delayed delivery as per the cabinet decision. **(eg. As in conditions No. 08,05,10,13)**
38. The successful supplier should agree to dispatch by fax/courier a full set of copy document to SPC at least 3 days prior to arrival of consignment in Sri Lanka to prevent any delay in clearance.

Demurrage /additional charges if any which become payable due to supplier's failure to comply with this requirement will be claimed from the supplier.

39. To be supplied as per the delivery schedule indicated in the order list.

40. In addition to the condition given herein any other relevant conditions as per the tender document issued by SPC are also applicable.
41. Where a purchase for a particular item is being made for the first time from a supplier or where there are previous quality failures on goods supplied by a particular supplier payments will only be made upon testing the quality and standards of the goods and comparing the bulk supply with the samples provided along with the offer.
42. In the event of an award made to you on this tender, SPC reserve the right to cancel/suspend the procuring of said order in any stage, if you would be placed the defaulted supplier's list due to quality failure found in your previous supplies made to SPC or non compliance of contractual agreement
43. This tender is administered by the provisions of the "Public Contract Act No. 3 of 1987" and therefore, in the event bidder is to retain an agent, representative, nominee for and on behalf of Tender or shall register himself and such public contract act in accordance with the section 10 of the Public Contract Act and produce such valid original certificate of Registration with the tender.
44. **Destination Terminal Handling charges (THC) should be borne by the supplier at the Port of Loading. Hence when the C&F prices are quoted this should be inclusive of THC.**
45. Offer validity should be 18/07/2020.
46. When the time of arrival of goods to Sri Lanka, the residual shelf life should be remained 85% or more out of total product shelf life as per the regulation of Import & Export Controller of Sri Lanka.
47. If you are not interested in participating, please acknowledge the receipt of this invitation with the reason for not quoting.
48. **BIDS FROM THOSE OTHER THAN MANUFACTURERS**
Bids for supply of goods which are not manufactured by the Bidder should be supported by a Certificate of Authority issued by the Manufacturer indicating that the Bidder has been duly authorized to supply the goods tendered for. Failure to comply may result in the offer being rejected.

Abbreviations : *NMRA ; National Medicines Regulatory Authority/Sri Lanka, SPC ; State Pharmaceuticals Corporation, MSD; Medical Supplies Division/Ministry of Health-Sri Lanka.*

Special Conditions for Surgical Consumables item

- a. The product should have minimum of 36 months shelf life at the time of delivery to Medical Supplies Division. Requested shelf life for Surgical Consumable is 36 months unless specified in the special order conditions/specifications/order list remarks.
- b. General condition 7 and 16 are not applicable or Surgical Consumable Items.
- c. Art works and diagrams with dimensions for relevant products with catalog numbers should be provided.
- d. Usage instruction pamphlet/user manuals in print/pdf/video format should be provided. (Such instructions should carry details on maintenance, compatibility and storage)
- e. Further to the condition 33, Tender Sample of the selected bid shall be forwarded to MSD to use as reference sample to check the consignment supplied on the indent/PO.

All tenderers should furnish an unconditional Bid Bond encashable on demand to the value of 2% of the total Tendered Price exceeds LKR 1 million. Bid Bond should be submitted with valid up to 17/082020 together with the tender.

Sufficient quantity of samples should be forwarded for evaluation.

CONTRACT AND ARBITRATION

(A) CONTRACT

The successful supplier should agree to enter into a Contract/Agreement is applicable normally for awards which are over LKR 500,000.00 (Five Hundred Thousand).

(NEW PROCEDURES TO BE ADOPTED TO FACILITATE THE IMPLEMENTATION OF MSMIS PROJECT)

- (a) In respect of multi-component items that are ordered as kit items under single SR number, representing all components as one assembled unit, all deliveries of such items to MSD should be in the form of kits (all its components assembled together) with a commercial invoice indicating the number of kits and its S.R. number, describing & quantifying the individual components that forms the kit.

MSD will not accept parts of the full complement of components making the kit, that are delivered by different suppliers at different times and such deliveries will be rejected, even when the different components are sourced from different suppliers.

(Annexure I)

DHS/RSS/RQ/164/19

2019/SPC/E/C/S/00531

CLOSING ON: 22ND JANUARY, 2020 AT 2.00 pm

ITEM SR No	Item Specification	Quantity
01/13524500	Guidewire, straight tip, Nitinol core, hydrophilic coated, Terumo guidewire M type or similar, size 0.53mm (0.021") diameter, 150cm - 190cm length, sterile.	50 Nos
07/13525501	Guidewire, J tip, stainless steel core, PTFE (similar to Teflon) coated size 0.53mm (0.021") diameter, 260cm - 300cm length, sterile.	500 Nos
08/13525602	Guidewire, straight tip, stainless steel core, PTFE (similar to Teflon) coated size 0.53mm (0.021") diameter, 260cm - 300cm length, sterile.	10 Nos
11/13525901	Guidewire, straight tip, stainless steel core, PTFE (similar to Teflon) coated size 0.64mm (0.025") diameter, 260cm - 300cm length, sterile.	05 Nos

Delivery: 100% Immediately

Packing : 1 Nos

NB :

If offers are received on Import & Supply basis from local suppliers, those offers should be in LKR. All local suppliers/manufacturers should quote in LKR for the total delivery price to MSD stores.

Shipment should be made exclusively on vessels belonging to the Ceylon Shipping Corporation or those chartered by CSC. However, shipment on other vessels will be permitted, in instances where vessels of the Ceylon Shipping Corporation do not call at the Port of Shipment or if they are not available for timely shipment of Cargo, in which event the supplier should attach a waiver certificate issued by Ceylon Shipping Corporation on their Authorized Agent in the supplier's country.

Samples Catalogue/Literature should be submitted for evaluation

General Conditions :

Offers should be submitted in the format as per annexure.

1. The consignments supplied in respect of an order concerned, shall exactly match with the reference sample submitted and the product information (item descriptions, shelf life/warranty where applicable, manufacturer's name, country of manufacture, country of origin, etc.) provided in the bid document by the supplier, which has been accepted by the procurement committee, and included in the Indent / Purchase Order (PO), issued by SPC.
2. All items shall be supplied, sourcing from the manufacturer and country of manufacturer, stated in the Purchase Order (PO)/Indent of SPC and wherever applicable shall have a valid product registration or waiver of registration from NMRA.

3. Maintaining the validity of the product registration during the period of supply (delivery schedule), obtaining waiver of registration &/ import license / manufacture licensing at NMRA, is a pre-requisite for the supply of surgical, pharmaceutical and relevant laboratory items. Hence all suppliers shall produce relevant valid registration certificates/licenses, when requested by MSD/SPC.

When the validity of the product/manufacturing licenses and registrations of NMRA (eg; manufacturing license, product registration and GMP certificates), of local manufacturers / local suppliers, lapses during the year or during the period of supply (delivery schedule), it shall be extended / renewed by the supplier. A certified copies of afore mentioned valid certificates shall be submitted to MSD by the supplier when deliveries are made.

4. The number of batches per consignment shall be minimal. Batch quantity shall be an equal multiple of the quantity of the consignment and the proportionate size of the batch quantity shall be not less than 15% of the quantity in the consignment.
5. If MSD decides to accept a part or full consignment, with deviations from certain tender conditions (eg: with regard to labeling/packaging etc.) due to an urgency, that shall be done subject to, either rectifying the defect within 05 working days by the supplier, or recovering the total cost [a] of rectifying the defect by MSD (via a duly contracted third party providing such services), from the supplier with a 25% surcharge on the labeling cost. (total charge = [a]+[a]x0.25) or 2% of the invoiced value, whichever is the highest.

All possible tender deviations such as Packing, labeling, delivery schedule, storage status, payment mode & conditions, etc., shall be communicated and agreed upon before accepting the tender award by the supplier. Noncompliance of same shall be considered as tender violations, to apply penalty (as clause No. 37).

6. The specifications of the product offered in the bid, by the supplier shall match with the tender specifications for the item and any form of alternate offers will not be entertained.

Shelf life & Warrantees

7. In the supply of all Non consumables; Manufacturer or supplier or local agent shall provide a minimum of 02 year warranty period or as specified in the specification, for each such item or it's sub components supplied (through the local agent), unless otherwise agreed upon with MSD, prior to awarding the tender. Foreign suppliers of all such items shall have their own local agent in Sri Lanka, capable of providing technical support, repairs & spares, when necessary. (only applicable for Non Consumable Items)
8. Freshly manufactured stocks of the product shall be supplied; thereby the residual Shelf Life (shelf life remaining at the time of delivery of goods in Sri Lanka/MSD stores in case of local supplies) of the product, shall be 85% of the shelf life requested (specified in order/Indent/PO).
In respect of the items with requested shelf life equal or more than 24 months, any deficit between the residual shelf life and requested shelf life, shall not be more than 04 months.

In the violation of the above tender condition, SPC/MSD reserves the right to accept a reduced quantity, that is usable (as per the consumption rate) up to three months before the expiry of same and will subject to application of a penalty (as clause No. 37).

When the shelf life is not specified in the indent/PO/item spec; the requested shelf life shall be considered as, 36 months for surgical items and 24 months for pharma. / laboratory items.

Standards & Quality

9. **Standards:** In addition to Pharmacopoeial Standards that are indicated in the item specifications, other Pharmacopoeial Standards that are registered at National Medicines Regulatory Authority in Sri Lanka are also acceptable when no bidders have quoted for the standard specified in the item specification.
10. Any product deficient of its sub components/ accessories, not at the specified quality standards or all its components not unitized appropriately in packaging (as a set), shall be rejected⁴.

11. Withdrawal from use of items due to quality failure found as manufacturer's fault:
 - (a). In case of batch withdrawal, **value of entire batch quantity supplied** shall be recovered⁸ from the supplier.
 - (b). In case of product withdrawal, **value of entire product quantity** supplied shall be recovered⁸ from the supplier.
 - (c). In the event of either a) or b) above, supplier shall be surcharged⁸ the total **cost involved for MSD, of the quality failed supplies** with 25% administrative surcharge of the same.
12. The storage conditions and the packing requirements of the product shall conform to the information given by the manufacturer and accepted by NMRA for the product registration or shall conform to the information submitted for waiver of registration granted by NMRA in exceptional circumstances. (refer clause No.24)

If the offered product, deviate from NMRA registered product features, supplier must provide with the bid, a declaration to certify the NMRA accepted product details such as; storage conditions, pack details/contents/sizes and standard batch quantity/size of the product.
13. Immediately after delivery at MSD, the consignments shall be subjected to testing appropriately drawn, one random batch sample (Post-delivery sample) of the consignment at a government/semi-government/accredited laboratory¹¹. (to be selectively applied for Surgical & Lab items, depending on availability of testing methodology & facilities) If the sample is found to be substandard, random batch samples will be tested from all the batches/lots in the consignment, and entire expenses on such tests, like value of samples, transport, sampling & testing charges, etc, will be recovered from the supplier.
14. Consignments supplied to MSD violating the storage conditions indicated on product labels and/or product information leaflet (as accepted for product registration at NMRA), shall be considered as quality affected consignments and quality assurance of such consignments shall be carried out by post-delivery testing at government / semi government laboratory in Sri Lanka or at an accredited laboratory (foreign/local). All the expenses on such an event, including storage cost shall be borne by the supplier. If found to be quality affected the consignment will be treated as quality failed (as clause No.11).

Pack size, Labeling & Packaging

15. Offers for pack sizes at a lower level (smaller quantity per pack) than the pack size specified in the item description/specification and MSD order List, are also acceptable, but higher level (larger quantity per pack) pack sizes will not be entertained unless otherwise offered with the original bid and accepted by the procurement committee, with the concurrence of MSD.
16. In respect of bulk packs (not applicable for blister/strip packs), "DHS" mark shall be ;
 - (a). embossed or printed in case of tablets
 - (b). printed in case of capsulesAbove condition can be waved off, if the quantity in the purchase order is less than 100,000 tablets/capsules, (any exemptions to this condition, is notified in the relevant MSD order list)
(only applicable for Pharmaceutical Products)
17. Each; innermost pack, vial/ampoule, pre-filled syringe or bottle, shall bear the item Description, SR No, Batch No/Lot no., Reference/Catalogue no. (not for pharmaceuticals), Date of Manufacture, Date of Expiry and "STATE LOGO" of Government of Sri Lanka.
It is essential to include and exactly match the dates of Expiry & date of Manufacture (in any form as "Year & Month" or "No Exp."), in the innermost pack and supplier's invoice.

18. Description of the Item, SR No, Date of Manufacture, Date of Expiry, Batch No, Name and address of manufacturer and “STATE LOGO” of Sri Lanka Government shall be clearly marked on the outer covering of the individual/innermost pack containing the minimum unit of measure, including blister & strip cards and on the outer cover of the carton/box. Any deviations of the Date of Manufacture (DOM)/

Date of Expiry(DOE)declared in the offer shall be approved by MSD and DOM & DOE shall consist of at least the year & month.

19. All outer most cartons (shipping packages) shall bear the MSD Purchase Order No, SPC Indent No., SR No, Batch No, and Date of Expiry in size 1.5cm letters / figures in prominently visible manner. This may be printed, stenciled or label properly affixed.

20. Batch Number of the product shall be separately Barcoded (in Code 128 or 2D formats) and Barcode shall be printed on the labels at all levels of packing as described below, conforming to the industry standards in Barcode printing and pasting.

Format shall be according to Code 128 or 2D standards.

Maximum barcode size shall be 5.0cm (length) x 2.5cm (width).

21. In case of receiving goods under inappropriate packaging conditions(not in good order), was to be sorted out by MSD to select the items in good order by 100% checking/handling of the consignment, all expenses incurred to MSD in such an event (including demurrage charges, cold stores charges, labor charges etc. or any other charges incurred until goods are ready for acceptance), have to be paid to MSD by the local supplier, before attending to checking the consignment 100%, by MSD.

In respect of SPC imported supplies, if the local agent does not follow suit as above, such extra expenses incurred to MSD shall be recovered from the supplier⁵ by SPC and refund to MSD.

Storage Conditions & Temperature

22. If the storage temperature & conditions are not specified in the item specification, NMRA accepted product storage conditions, shall conform to Sri Lankan ambient storage conditions in the ranges of 30⁰c +/- 2⁰c temperature and 75% +/-5% relative humidity. The product storage conditions shall be clearly indicated at all levels of labels/packages/boxes.

23. Maintenance of Cold Chain;

a. In case of cold storage items, cold chain monitors (temperature recording devices) shall be included for each carton and the cold chain shall be maintained according to the manufacturer’s instructions during storage, transport and delivery.

b. Supplier shall use suitable prominently visible identification marks of international standard, with appropriate colours and sizes for easy identification of cold cargo. Supplier shall use standardized **USB Devices** for temperature data logging inside the packages and shall provide free of charge, data logger readers **&/ software (reading apps compatible with Windows-07/latest)** to wharf department of SPC in advance, to enable examining the maintenance of cold chain in transit, and before taking over the consignment by MSD.

c.If the cold chain break is observed at the time of taking over the consignments by MSD, such consignments shall be rejected, indicating the reason on the relevant **WDN or copy of the delivery documents**. In such an event, the SPC shall arrange necessary cold storage for the consignment until ‘observed cold chain break’ is investigated leading to acceptance / total rejection of consignment and the expenses borne by MSD / SPC in arranging the cold storage shall be recovered from the supplier.

d. The vehicles transporting cold cargo to MSD shall be equipped with temperature monitoring devices and the vehicle shall have NMRA approval for transport of pharmaceuticals.

e.The suppliers shall dispatch consignments of the items, which require cold chain maintenance, to arrive in Sri Lanka during Monday to Thursday to avoid additional demurrage & storage charges during weekends, during which MSD stores is closed. In case of non-compliance of this condition, any additional expenses incurred to MSD and SPC, to Custom clear/store/receive such consignments shall be recovered from the supplier.

24. In respect of the products requiring controlled temperature storage (Eg. < 25⁰c, 2-25⁰c, 15-20⁰c/30⁰c, 2-8⁰c etc.), supplier shall provide MSD with latest product stability study reports with the invoice of the consignment.(report shall include studies; at 30⁰c +/- 2⁰c & 75% +/- 5% RH for **AC stored** items and at 25⁰c +/- 2⁰c & 60% +/- 5% RH for **Cold stored** items. It shall be a true copy of the latest report submitted to NMRA or a report issued within last 05 years). (refer clause No.12)

Delivery Requirements

25. All items shall be supplied as per the latest/final delivery schedule, communicated to the supplier, as an amended Indent/PO delivery schedule (if not amended, original schedule in the Indent/PO will apply) mutually agreed between MSD& SPC, at the time of establishing the payment terms (L/C, DP, TT, etc). Any deviation from this agreed delivery schedule shall be treated as a defaulted delivery.

Contravening the above directions, if the delivery schedule is violated by the supplier for no fault of MSD/SPC/MOH and in the event MSD decides to accept any such consignment in full or part thereof, that is delivered after the due delivery date, Condition No. 27 on delayed deliveries, shall be applied.

26. All consignments shall be delivered at Medical Supplies Division or an alternate receiving point as directed. However sending consignments **to reach Sri Lanka from 15th December to 10th January** shall be avoided, unless otherwise prior approval has been granted by MSD for such deliveries.

27. Defaulted consignments with respect to delivery schedule shall only be considered for acceptance, subject to a penalty imposed for the delay due to suppliers fault, allowing a grace period up to two weeks. Consignments delivered after that grace period shall be considered for acceptance subject to a penalty to the supplier as described below ;

(a). A penalty of 0.5% per day of the consignment value, calculated commencing from the 15th day up to 60th day delay from the due delivery date, as per the indent/PO or its' latest amended delivery schedules.

(b). When the delay exceeds 60days purchase order will be considered as automatically cancelled, on defaulted performance. In such a situation, MSD reserve the right to recover liquidated damages or to revoke the cancellation (eg. if payments have been released prior to such a cancellation), and accept the consignment subject to a 25% admin surcharge.

28. (i). If any local purchases were to be made by MSD/SPC to ensure continuity of supply (due to noncompliance of Indent/PO/its' amended; delivery schedule); in the ensuing period inclusive of the grace period for delivery from due delivery date, extra expenditure incurred on such local purchases, over the landed cost of relevant SPC main order, shall be recovered from the supplier.

(ii). If a delivery defaulted (violating delivery schedule in the indent/PO) SPC supplier/his local agent, who participate in an urgent local purchase tender of SPC or MSD for the same item, quoting the same product or any similar product, is bound to supply the local purchase order at the landed cost of the defaulted SPC main order. In violations of the same, the cost difference will be set off from the payments to the supplier of the corresponding SPC main order.

29. In respect of local manufacturers/ local suppliers, all deliveries shall be made only on week days excluding public holidays, also allowing adequate time to enable the completion of the receiving process at MSD stores before 3.30 p.m. In the event of failure to meet this deadline due to supplier's fault (eg. In delivery; time, product, document, etc.) goods shall be accepted on the following working day, such date shall be counted for working out penalties as per No. 27 (regarding defaulted consignment) of the conditions of supply.

As an alternative, supplier can request MSD to take over the consignment on the same day, subject to settling all other expenses (i.e. staff OT, forklift charge, etc.) of MSD, by the supplier.

30. The extension of L/C's overstepping delivery schedules in the Indent/PO/its' amendments, shall not in any way affect the recovery of late delivery charges, as per Condition No. 27 (regarding defaulted consignments) and any other direct or indirect additional costs/liquidated damages, relating/consequent to extension of L/C.
31. When adequate storage space is not available at MSD, to accept a delivery defaulted consignment (deviating from the delivery schedule in the Indent/PO/its' amendments) under the condition No. 27, any additional expenses caused to MSD or SPC in arranging temporary external storage and other expenses

(eg. demurrage, detention, container storage, re-handling cum transport, etc.) shall be borne by the supplier.

Documents & Information

32. MSD Order No, Item Description, SR No, Batch No., Date of Manufacture, Date of Expiry and product Storage Condition, shall be indicated in all Supply Invoices and detailed Packing Lists.
33. One of the tender samples of the selected bid shall be forwarded to MSD, for using as a reference sample (can make it; a part of the last consignment or a returnable to supplier) for checking the conformity of the consignments received under the indent/PO.(applicable for all surgical items and regular category of laboratory items, when specified in respective order lists).

The images of the; specimen labels, minimum pack and outer most box/shipper carton, that satisfies the above mentioned labeling conditions, shall also be provided within 14 days of releasing the indent by SPC.

34. The supplier shall submit all shipping documents to (Including Bills of Lading / Draft Air Way Bills etc.) SPC Imports department and MSD by e-mail(follow instructions in website www.msd.gov.lk), at least 03 days before the Expected Time of Arrival (ETA) of sea freighted consignments & 02 days before the ETA of Air freighted consignments.
35. After releasing the Indent/PO or establishing L/C, the latest logistical position of manufacturing & supply on the Indent/PO, shall be updated biweekly through e-mails to SPC with a copy to MSD⁶ by the supplier.(follow instructions in the website www.msd.gov.lk)
If it is not complied or the information so provided are found to be incomplete/false, the grace period (for supply delays) mentioned in the clause 27 will not be applicable.

Common conditions

36. In addition to the general conditions of supply given herein, item/order-list specific amendments, exclusions or additions to the same, stated in the covering letter of the order list and any other relevant conditions as per the tender document issued by SPC, are also applicable. The order/item specific; new conditions or amendments to General Order Conditions, will be included in the order list itself and as a remark entry in the MSMIS order records.
36. Administrative surcharge of 25%(on the value of goods), will be applied for tender condition violations that cause deficiencies in supply with respect to; quality, standards & specifications, short packing & short supply or delayed delivery as per the cabinet decision. **(eg. As in conditions No. 08,05,10,13)**
37. The successful supplier should agree to dispatch by fax/courier a full set of copy document to SPC at least 3 days prior to arrival of consignment in Sri Lanka to prevent any delay in clearance.

Demurrage /additional charges if any which become payable due to supplier's failure to comply with this requirement will be claimed from the supplier.

38. To be supplied as per the delivery schedule indicated in the order list.
39. In addition to the condition given herein any other relevant conditions as per the tender document issued by SPC are also applicable.
41. Where a purchase for a particular item is being made for the first time from a supplier or where there are previous quality failures on goods supplied by a particular supplier payments will only be made upon testing the quality and standards of the goods and comparing the bulk supply with the samples provided along with the offer.
42. In the event of an award made to you on this tender, SPC reserve the right to cancel/suspend the procuring of said order in any stage, if you would be placed the defaulted supplier's list due to quality failure found in your previous supplies made to SPC or non compliance of contractual agreement.
43. This tender is administered by the provisions of the "Public Contract Act No. 3 of 1987" and therefore, in the event bidder is to retain an agent, representative, nominee for and on behalf of Tender or shall register himself and such public contract act in accordance with the section 10 of the Public Contract Act and produce such valid original certificate of Registration with the tender.
44. **Destination Terminal Handling charges (THC) should be borne by the supplier at the Port of Loading. Hence when the C&F prices are quoted this should be inclusive of THC.**
45. Offer validity should be 20/07/2020.
46. When the time of arrival of goods to Sri Lanka, the residual shelf life should be remained 85% or more out of total product shelf life as per the regulation of Import & Export Controller of Sri Lanka.
47. If you are not interested in participating, please acknowledge the receipt of this invitation with the reason for not quoting.
48. **BIDS FROM THOSE OTHER THAN MANUFACTURERS**
Bids for supply of goods which are not manufactured by the Bidder should be supported by a Certificate of Authority issued by the Manufacturer indicating that the Bidder has been duly authorized to supply the goods tendered for. Failure to comply may result in the offer being rejected.

Abbreviations : *NMRA ; National Medicines Regulatory Authority/Sri Lanka, SPC ; State Pharmaceuticals Corporation, MSD; Medical Supplies Division/Ministry of Health-Sri Lanka.*

Special Conditions for Surgical Consumables item

- a. The product should have minimum of 36 months shelf life at the time of delivery to Medical Supplies Division. Requested shelf life for Surgical Consumable is 36 months unless specified in the special order conditions/specifications/order list remarks.
- b. General condition 7 and 16 are not applicable or Surgical Consumable Items.
- c. Art works and diagrams with dimensions for relevant products with catalog numbers should be provided.
- d. Usage instruction pamphlet/user manuals in print/pdf/video format should be provided. (Such instructions should carry details on maintenance, compatibility and storage)
- e. Further to the condition 33, Tender Sample of the selected bid shall be forwarded to MSD to use as reference sample to check the consignment supplied on the indent/PO.

All tenderers should furnish an unconditional Bid Bond encashable on demand to the value of 2% of the total Tendered Price exceeds LKR 1 million. Bid Bond should be submitted with valid up to 19/08/2020 together with the tender.

Sufficient quantity of samples should be forwarded for evaluation.

CONTRACT AND ARBITRATION

(A) CONTRACT

The successful supplier should agree to enter into a Contract/Agreement is applicable normally for awards which are over LKR 500,000.00 (Five Hundred Thousand).

(NEW PROCEDURES TO BE ADOPTED TO FACILITATE THE IMPLEMENTATION OF MSMIS PROJECT)

- (a) In respect of multi-component items that are ordered as kit items under single SR number, representing all components as one assembled unit, all deliveries of such items to MSD should be in the form of kits (all its components assembled together) with a commercial invoice indicating the number of kits and its S.R. number, describing & quantifying the individual components that forms the kit.

MSD will not accept parts of the full complement of components making the kit, that are delivered by different suppliers at different times and such deliveries will be rejected, even when the different components are sourced from different suppliers.

(Annexure I)

DHS/RSS/RQ/165/19

2019/SPC/N/C/S/00208

CLOSING ON: 22ND JANUARY, 2020 AT 2.00 pm

ITEM SR No	Item Specification	Quantity	Delivery
01/13901304	Nebulizing Kit, Neonatal/ Paediatric for intubated children, with 500 ml open ended bag, with 15mm Female connector, T piece with 15mm male/15mm male & 15mm female connectors, sterile.	1,000 Nos	500 Nos – Immediately 500 Nos – 05 months after 1 st lot
03/13902600	Aerosol Hose, 15mm diameter, 50m roll cuffed every 400mm.(For Anaesthesia/ ICU circle & ventilator)	100 Nos	100%- Immediately
04/13902601	Aerosol Hose, 22mm diameter, 50m roll cuffed every 400mm, for Anaesthesia/ ICU circle & ventilator.	200 Nos	100 Nos – Immediately 100 Nos – 04 months after 1 st lot
11/13903304	CPAP Harness, Adult (Large): Four point, Nylon/Lycra, Polyurethane foam, Clips & touch fastner straps for adjustment.	200 Nos	100 Nos – Immediately 100 Nos – 04 months after 1 st lot

Packing : 1 Nos

NB :

If offers are received on Import & Supply basis from local suppliers, those offers should be in LKR. All local suppliers/manufacturers should quote in LKR for the total delivery price to MSD stores.

Shipment should be made exclusively on vessels belonging to the Ceylon Shipping Corporation or those chartered by CSC. However, shipment on other vessels will be permitted, in instances where vessels of the Ceylon Shipping Corporation do not call at the Port of Shipment or if they are not available for timely shipment of Cargo, in which event the supplier should attach a waiver certificate issued by Ceylon Shipping Corporation on their Authorized Agent in the supplier's county.

Samples Catalogue/Literature should be submitted for evaluation

General Conditions :

Offers should be submitted in the format as per annexure.

1. The consignments supplied in respect of an order concerned, shall exactly match with the reference sample submitted and the product information (item descriptions, shelf life/warranty where applicable, manufacturer's name, country of manufacture, country of origin, etc.) provided in the bid document by the supplier, which has been accepted by the procurement committee, and included in the Indent / Purchase Order (PO), issued by SPC.
2. All items shall be supplied, sourcing from the manufacturer and country of manufacturer, stated in the Purchase Order (PO)/Indent of SPC and wherever applicable shall have a valid product registration or waiver of registration from NMRA.

3. Maintaining the validity of the product registration during the period of supply (delivery schedule), obtaining waiver of registration &/ import license / manufacture licensing at NMRA, is a pre-requisite for the supply of surgical, pharmaceutical and relevant laboratory items. Hence all suppliers shall produce relevant valid registration certificates/licenses, when requested by MSD/SPC.

When the validity of the product/manufacturing licenses and registrations of NMRA (eg; manufacturing license, product registration and GMP certificates), of local manufacturers / local suppliers, lapses during the year or during the period of supply (delivery schedule), it shall be extended / renewed by the supplier. A certified copies of afore mentioned valid certificates shall be submitted to MSD by the supplier when deliveries are made.

4. The number of batches per consignment shall be minimal. Batch quantity shall be an equal multiple of the quantity of the consignment and the proportionate size of the batch quantity shall be not less than 15% of the quantity in the consignment.
5. If MSD decides to accept a part or full consignment, with deviations from certain tender conditions (eg: with regard to labeling/packaging etc.) due to an urgency, that shall be done subject to, either rectifying the defect within 05 working days by the supplier, or recovering the total cost [a] of rectifying the defect by MSD (via a duly contracted third party providing such services), from the supplier with a 25% surcharge on the labeling cost. (total charge = [a]+[a]x0.25) or 2% of the invoiced value, whichever is the highest.

All possible tender deviations such as Packing, labeling, delivery schedule, storage status, payment mode & conditions, etc., shall be communicated and agreed upon before accepting the tender award by the supplier. Noncompliance of same shall be considered as tender violations, to apply penalty (as clause No. 37).

6. The specifications of the product offered in the bid, by the supplier shall match with the tender specifications for the item and any form of alternate offers will not be entertained.

Shelf life & Warrantees

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8. Freshly manufactured stocks of the product shall be supplied; thereby the residual Shelf Life (shelf life remaining at the time of delivery of goods in Sri Lanka/MSD stores in case of local supplies) of the product, shall be 85% of the shelf life requested (specified in order/Indent/PO).
In respect of the items with requested shelf life equal or more than 24 months, any deficit between the residual shelf life and requested shelf life, shall not be more than 04 months.

In the violation of the above tender condition, SPC/MSD reserves the right to accept a reduced quantity, that is usable (as per the consumption rate) up to three months before the expiry of same and will subject to application of a penalty (as clause No. 37).

When the shelf life is not specified in the indent/PO/item spec; the requested shelf life shall be considered as, 36 months for surgical items and 24 months for pharma. / laboratory items.

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10. Any product deficient of its sub components/ accessories, not at the specified quality standards or all its components not unitized appropriately in packaging (as a set), shall be rejected⁴.
11. Withdrawal from use of items due to quality failure found as manufacturer's fault:
 - (a). In case of batch withdrawal, **value of entire batch quantity supplied** shall be recovered⁸ from the supplier.
 - (b). In case of product withdrawal, **value of entire product quantity** supplied shall be recovered⁸ from the supplier.
 - (c). In the event of either a) or b) above, supplier shall be surcharged⁸ the total **cost involved for MSD, of the quality failed supplies** with 25% administrative surcharge of the same.
12. The storage conditions and the packing requirements of the product shall conform to the information given by the manufacturer and accepted by NMRA for the product registration or shall conform to the information submitted for waiver of registration granted by NMRA in exceptional circumstances. (refer clause No.24)

If the offered product, deviate from NMRA registered product features, supplier must provide with the bid, a declaration to certify the NMRA accepted product details such as; storage conditions, pack details/contents/sizes and standard batch quantity/size of the product.

13. Immediately after delivery at MSD, the consignments shall be subjected to testing appropriately drawn, one random batch sample (Post-delivery sample) of the consignment at a government/semi-government/accredited laboratory¹¹. (to be selectively applied for Surgical & Lab items, depending on availability of testing methodology & facilities) If the sample is found to be substandard, random batch samples will be tested from all the batches/lots in the consignment, and entire expenses on such tests, like value of samples, transport, sampling & testing charges, etc, will be recovered from the supplier.
14. Consignments supplied to MSD violating the storage conditions indicated on product labels and/or product information leaflet (as accepted for product registration at NMRA), shall be considered as quality affected consignments and quality assurance of such consignments shall be carried out by post-delivery testing at government / semi government laboratory in Sri Lanka or at an accredited laboratory (foreign/local). All the expenses on such an event, including storage cost shall be borne by the supplier. If found to be quality affected the consignment will be treated as quality failed (as clause No.11).

Pack size, Labeling & Packaging

15. Offers for pack sizes at a lower level (smaller quantity per pack) than the pack size specified in the item description/specification and MSD order List, are also acceptable, but higher level (larger quantity per pack) pack sizes will not be entertained unless otherwise offered with the original bid and accepted by the procurement committee, with the concurrence of MSD.
16. In respect of bulk packs (not applicable for blister/strip packs), "DHS" mark shall be ;
 - (a). embossed or printed in case of tablets
 - (b). printed in case of capsulesAbove condition can be waved off, if the quantity in the purchase order is less than 100,000 tablets/capsules, (any exemptions to this condition, is notified in the relevant MSD order list)
(only applicable for Pharmaceutical Products)
17. Each; innermost pack, vial/ampoule, pre-filled syringe or bottle, shall bear the item Description, SR No, Batch No/Lot no., Reference/Catalogue no. (not for pharmaceuticals), Date of Manufacture, Date of Expiry and "STATE LOGO" of Government of Sri Lanka.
It is essential to include and exactly match the dates of Expiry & date of Manufacture (in any form as "Year & Month" or "No Exp."), in the innermost pack and supplier's invoice.

18. Description of the Item, SR No, Date of Manufacture, Date of Expiry, Batch No, Name and address of manufacturer and “STATE LOGO” of Sri Lanka Government shall be clearly marked on the outer covering of the individual/innermost pack containing the minimum unit of measure, including blister & strip cards and on the outer cover of the carton/box. Any deviations of the Date of Manufacture (DOM)/ Date of Expiry(DOE)declared in the offer shall be approved by MSD and DOM & DOE shall consist of at least the year & month.
19. All outer most cartons (shipping packages) shall bear the MSD Purchase Order No, SPC Indent No., SR No, Batch No, and Date of Expiry in size 1.5cm letters / figures in prominently visible manner. This may be printed, stenciled or label properly affixed.
20. Batch Number of the product shall be separately Barcoded (in Code 128 or 2D formats) and Barcode shall be printed on the labels at all levels of packing as described below, conforming to the industry standards in Barcode printing and pasting.
Format shall be according to Code 128 or 2D standards.
Maximum barcode size shall be 5.0cm (length) x 2.5cm (width).
21. In case of receiving goods under inappropriate packaging conditions(not in good order), was to be sorted out by MSD to select the items in good order by 100% checking/handling of the consignment, all expenses incurred to MSD in such an event (including demurrage charges, cold stores charges, labor charges etc. or any other charges incurred until goods are ready for acceptance), have to be paid to MSD by the local supplier, before attending to checking the consignment 100%, by MSD.
In respect of SPC imported supplies, if the local agent does not follow suit as above, such extra expenses incurred to MSD shall be recovered from the supplier⁵ by SPC and refund to MSD.

Storage Conditions & Temperature

22. If the storage temperature & conditions are not specified in the item specification, NMRA accepted product storage conditions, shall conform to Sri Lankan ambient storage conditions in the ranges of 30⁰c +/- 2⁰c temperature and 75% +/-5% relative humidity. The product storage conditions shall be clearly indicated at all levels of labels/packages/boxes.
23. Maintenance of Cold Chain;
- a. In case of cold storage items, cold chain monitors (temperature recording devices) shall be included for each carton and the cold chain shall be maintained according to the manufacturer’s instructions during storage, transport and delivery.
 - b. Supplier shall use suitable prominently visible identification marks of international standard, with appropriate colours and sizes for easy identification of cold cargo. Supplier shall use standardized **USB Devices** for temperature data logging inside the packages and shall provide free of charge, data logger readers **&/ software (reading apps compatible with Windows-07/latest)** to wharf department of SPC in advance, to enable examining the maintenance of cold chain in transit, and before taking over the consignment by MSD.
 - c.If the cold chain break is observed at the time of taking over the consignments by MSD, such consignments shall be rejected, indicating the reason on the relevant **WDN or copy of the delivery documents**. In such an event, the SPC shall arrange necessary cold storage for the consignment until ‘observed cold chain break’ is investigated leading to acceptance / total rejection of consignment and the expenses bone by MSD / SPC in arranging the cold storage shall be recovered from the supplier.
 - d. The vehicles transporting cold cargo to MSD shall be equipped with temperature monitoring devices and the vehicle shall have NMRA approval for transport of pharmaceuticals.
 - e.The suppliers shall dispatch consignments of the items, which require cold chain maintenance, to arrive in Sri Lanka during Monday to Thursday to avoid additional demurrage & storage charges during weekends, during which MSD stores is closed. In case of non-compliance of this condition,

any additional expenses incurred to MSD and SPC, to Custom clear/store/receive such consignments shall be recovered from the supplier.

24. In respect of the products requiring controlled temperature storage (Eg. < 25⁰c, 2-25⁰c, 15-20⁰c/30⁰c, 2-8⁰c etc.), supplier shall provide MSD with latest product stability study reports with the invoice of the consignment.(report shall include studies; at 30⁰c +/- 2⁰c & 75% +/- 5% RH for **AC stored** items and at 25⁰c +/- 2⁰c & 60% +/- 5% RH for **Cold stored** items. It shall be a true copy of the latest report submitted to NMRA or a report issued within last 05 years). (refer clause No.12)

Delivery Requirements

25. All items shall be supplied as per the latest/final delivery schedule, communicated to the supplier, as an amended Indent/PO delivery schedule (if not amended, original schedule in the Indent/PO will apply) mutually agreed between MSD& SPC, at the time of establishing the payment terms (L/C, DP, TT, etc). Any deviation from this agreed delivery schedule shall be treated as a defaulted delivery.

Contravening the above directions, if the delivery schedule is violated by the supplier for no fault of MSD/SPC/MOH and in the event MSD decides to accept any such consignment in full or part thereof, that is delivered after the due delivery date, Condition No. 27 on delayed deliveries, shall be applied.

26. All consignments shall be delivered at Medical Supplies Division or an alternate receiving point as directed. However sending consignments **to reach Sri Lanka from 15th December to 10th January** shall be avoided, unless otherwise prior approval has been granted by MSD for such deliveries.

27. Defaulted consignments with respect to delivery schedule shall only be considered for acceptance, subject to a penalty imposed for the delay due to suppliers fault, allowing a grace period up to two weeks. Consignments delivered after that grace period shall be considered for acceptance subject to a penalty to the supplier as described below ;

(a). A penalty of 0.5% per day of the consignment value, calculated commencing from the 15th day up to 60th day delay from the due delivery date, as per the indent/PO or its' latest amended delivery schedules.

(b). When the delay exceeds 60days purchase order will be considered as automatically cancelled, on defaulted performance. In such a situation, MSD reserve the right to recover liquidated damages or to revoke the cancellation (eg. if payments have been released prior to such a cancellation), and accept the consignment subject to a 25% admin surcharge.

28. (i). If any local purchases were to be made by MSD/SPC to ensure continuity of supply (due to noncompliance of Indent/PO/its' amended; delivery schedule); in the ensuing period inclusive of the grace period for delivery from due delivery date, extra expenditure incurred on such local purchases, over the landed cost of relevant SPC main order, shall be recovered from the supplier.

(ii). If a delivery defaulted (violating delivery schedule in the indent/PO) SPC supplier/his local agent, who participate in an urgent local purchase tender of SPC or MSD for the same item, quoting the same product or any similar product, is bound to supply the local purchase order at the landed cost of the defaulted SPC main order. In violations of the same, the cost difference will be set off from the payments to the supplier of the corresponding SPC main order.

29. In respect of local manufacturers/ local suppliers, all deliveries shall be made only on week days excluding public holidays, also allowing adequate time to enable the completion of the receiving process at MSD stores before 3.30 p.m. In the event of failure to meet this deadline due to supplier's fault (eg. In delivery; time, product, document, etc.) goods shall be accepted on the following working day, such date shall be counted for working out penalties as per No. 27 (regarding defaulted consignment) of the conditions of supply.

As an alternative, supplier can request MSD to take over the consignment on the same day, subject to settling all other expenses (i.e. staff OT, forklift charge, etc.) of MSD, by the supplier.

30. The extension of L/C's overstepping delivery schedules in the Indent/PO/its' amendments, shall not in any way affect the recovery of late delivery charges, as per Condition No. 27 (regarding defaulted consignments) and any other direct or indirect additional costs/liquidated damages, relating/consequent to extension of L/C.
31. When adequate storage space is not available at MSD, to accept a delivery defaulted consignment (deviating from the delivery schedule in the Indent/PO/its' amendments) under the condition No. 27, any additional expenses caused to MSD or SPC in arranging temporary external storage and other expenses (eg. demurrage, detention, container storage, re-handling cum transport, etc.) shall be borne by the supplier.

Documents & Information

32. MSD Order No, Item Description, SR No, Batch No., Date of Manufacture, Date of Expiry and product Storage Condition, shall be indicated in all Supply Invoices and detailed Packing Lists.
33. One of the tender samples of the selected bid shall be forwarded to MSD, for using as a reference sample (can make it; a part of the last consignment or a returnable to supplier) for checking the conformity of the consignments received under the indent/PO.(applicable for all surgical items and regular category of laboratory items, when specified in respective order lists).

The images of the; specimen labels, minimum pack and outer most box/shipper carton, that satisfies the above mentioned labeling conditions, shall also be provided within 14 days of releasing the indent by SPC.

34. The supplier shall submit all shipping documents to (Including Bills of Lading / Draft Air Way Bills etc.) SPC Imports department and MSD by e-mail(follow instructions in website www.msd.gov.lk), at least 03 days before the Expected Time of Arrival (ETA) of sea freighted consignments & 02 days before the ETA of Air freighted consignments.
35. After releasing the Indent/PO or establishing L/C, the latest logistical position of manufacturing & supply on the Indent/PO, shall be updated biweekly through e-mails to SPC with a copy to MSD⁶ by the supplier.(follow instructions in the website www.msd.gov.lk)
If it is not complied or the information so provided are found to be incomplete/false, the grace period (for supply delays) mentioned in the clause 27 will not be applicable.

Common conditions

36. In addition to the general conditions of supply given herein, item/order-list specific amendments, exclusions or additions to the same, stated in the covering letter of the order list and any other relevant conditions as per the tender document issued by SPC, are also applicable. The order/item specific; new conditions or amendments to General Order Conditions, will be included in the order list itself and as a remark entry in the MSMIS order records.

36. Administrative surcharge of 25% (on the value of goods), will be applied for tender condition violations that cause deficiencies in supply with respect to; quality, standards & specifications, short packing & short supply or delayed delivery as per the cabinet decision. **(eg. As in conditions No. 08,05,10,13)**
37. The successful supplier should agree to dispatch by fax/courier a full set of copy document to SPC at least 3 days prior to arrival of consignment in Sri Lanka to prevent any delay in clearance.
- Demurrage /additional charges if any which become payable due to supplier's failure to comply with this requirement will be claimed from the supplier.
38. To be supplied as per the delivery schedule indicated in the order list.
39. In addition to the condition given herein any other relevant conditions as per the tender document issued by SPC are also applicable.
41. Where a purchase for a particular item is being made for the first time from a supplier or where there are previous quality failures on goods supplied by a particular supplier payments will only be made upon testing the quality and standards of the goods and comparing the bulk supply with the samples provided along with the offer.
42. In the event of an award made to you on this tender, SPC reserve the right to cancel/suspend the procuring of said order in any stage, if you would be placed the defaulted supplier's list due to quality failure found in your previous supplies made to SPC or non compliance of contractual agreement
43. This tender is administered by the provisions of the "Public Contract Act No. 3 of 1987" and therefore, in the event bidder is to retain an agent, representative, nominee for and on behalf of Tender or shall register himself and such public contract act in accordance with the section 10 of the Public Contract Act and produce such valid original certificate of Registration with the tender.
44. **Destination Terminal Handling charges (THC) should be borne by the supplier at the Port of Loading. Hence when the C&F prices are quoted this should be inclusive of THC.**
45. Offer validity should be 20/07/2020.
46. When the time of arrival of goods to Sri Lanka, the residual shelf life should be remained 85% or more out of total product shelf life as per the regulation of Import & Export Controller of Sri Lanka.
47. If you are not interested in participating, please acknowledge the receipt of this invitation with the reason for not quoting.
48. **BIDS FROM THOSE OTHER THAN MANUFACTURERS**
Bids for supply of goods which are not manufactured by the Bidder should be supported by a Certificate of Authority issued by the Manufacturer indicating that the Bidder has been duly authorized to supply the goods tendered for. Failure to comply may result in the offer being rejected.

Abbreviations : NMRA ; National Medicines Regulatory Authority/Sri Lanka, SPC ; State Pharmaceuticals Corporation, MSD; Medical Supplies Division/Ministry of Health-Sri Lanka.

Special Conditions for Surgical Consumables item

- a. The product should have minimum of 36 months shelf life at the time of delivery to Medical Supplies Division. Requested shelf life for Surgical Consumable is 36 months unless specified in the special order conditions/specifications/order list remarks.
- b. General condition 7 and 16 are not applicable or Surgical Consumable Items.
- c. Art works and diagrams with dimensions for relevant products with catalog numbers should be provided.
- d. Usage instruction pamphlet/user manuals in print/pdf/video format should be provided. (Such instructions should carry details on maintenance, compatibility and storage)
- e. Further to the condition 33, Tender Sample of the selected bid shall be forwarded to MSD to use as reference sample to check the consignment supplied on the indent/PO.

All tenderers should furnish an unconditional Bid Bond encashable on demand to the value of 2% of the total Tendered Price exceeds LKR 1 million. Bid Bond should be submitted with valid up to 19/08/2020 together with the tender.

Sufficient quantity of samples should be forwarded for evaluation.

CONTRACT AND ARBITRATION

(A) CONTRACT

The successful supplier should agree to enter into a Contract/Agreement is applicable normally for awards which are over LKR 500,000.00 (Five Hundred Thousand).

(NEW PROCEDURES TO BE ADOPTED TO FACILITATE THE IMPLEMENTATION OF MSMIS PROJECT)

- (a) In respect of multi-component items that are ordered as kit items under single SR number, representing all components as one assembled unit, all deliveries of such items to MSD should be in the form of kits (all its components assembled together) with a commercial invoice indicating the number of kits and its S.R. number, describing & quantifying the individual components that forms the kit.

MSD will not accept parts of the full complement of components making the kit, that are delivered by different suppliers at different times and such deliveries will be rejected, even when the different components are sourced from different suppliers.

(Annexure I)

DHS/RSS/RQ/166/19

2019/SPC/N/C/S/00197

CLOSING ON: 27TH JANUARY, 2020 AT 2.00 pm

ITEM SR No	Item Specification	Quantity	Delivery
01/18401202	Preformed Ligatures, short. Packing : 1 pieces	22,000 Pieces	100% – Immediately
05/18401402	Interproximal Stripping Disc 22mm, flexible, stainless steel / diamond. Packing : 1 Nos	210 Nos	100% – Immediately
06/18401501	Dual Cure Band Cement Kit. Packing : 1 Kits	200 Kits	100% – Immediately
19/18403005	Orthodontic Ruler, Bernklau type or similar. Packing : 1 Nos	220 Nos	100 Nos – Immediately 120 Nos – 5 months after 1 st lot
21/18403901	Polishing Brushes, small for contra angle hand piece. Packing : 1 Nos	2,200 Nos	800 Nos – Immediately 700 Nos – 5 months after 1 st lot 700 Nos – 4 months after 1 st lot
24/18404205	Protection Wax, white, for orthodontic patients. Packing : 1 Nos	2,500 Nos	1,500 Nos – Immediately 1,000 Nos – 5 months after 1 st lot

Packing : 1 Nos

NB :

If offers are received on Import & Supply basis from local suppliers, those offers should be in LKR. All local suppliers/manufacturers should quote in LKR for the total delivery price to MSD stores.

Shipment should be made exclusively on vessels belonging to the Ceylon Shipping Corporation or those chartered by CSC. However, shipment on other vessels will be permitted, in instances where vessels of the Ceylon Shipping Corporation do not call at the Port of Shipment or if they are not available for timely shipment of Cargo, in which event the supplier should attach a waiver certificate issued by Ceylon Shipping Corporation on their Authorized Agent in the supplier's country.

Samples Catalogue/Literature should be submitted for evaluation

General Conditions :

Offers should be submitted in the format as per annexure.

1. The consignments supplied in respect of an order concerned, shall exactly match with the reference sample submitted and the product information (item descriptions, shelf life/warranty where applicable, manufacturer's name, country of manufacture, country of origin, etc.) provided in the bid document by the supplier, which has been accepted by the procurement committee, and included in the Indent / Purchase Order (PO), issued by SPC.

2. All items shall be supplied, sourcing from the manufacturer and country of manufacturer, stated in the Purchase Order (PO)/Indent of SPC and wherever applicable shall have a valid product registration or waiver of registration from NMRA.
3. Maintaining the validity of the product registration during the period of supply(delivery schedule), obtaining waiver of registration &/ import license / manufacture licensing at NMRA, is a pre-requisite for the supply of surgical, pharmaceutical and relevant laboratory items. Hence all suppliers shall produce relevant valid registration certificates/licenses, when requested by MSD/SPC.

When the validity of the product/manufacturing licenses and registrations of NMRA (eg; manufacturing license, product registration and GMP certificates), of local manufacturers / local suppliers, lapses during the year or during the period of supply (delivery schedule), it shall be extended / renewed by the supplier. A certified copies of afore mentioned valid certificates shall be submitted to MSD by the supplier when deliveries are made.

4. The number of batches per consignment shall be minimal. Batch quantity shall be an equal multiple of the quantity of the consignment and the proportionate size of the batch quantity shall be not less than 15% of the quantity in the consignment.
5. If MSD decides to accept a part or full consignment, with deviations from certain tender conditions (eg: with regard to labeling/packaging etc.) due to an urgency, that shall be done subject to, either rectifying the defect within 05 working days by the supplier, or recovering the total cost [a] of rectifying the defect by MSD (via a duly contracted third party providing such services), from the supplier with a 25% surcharge on the labeling cost. (total charge = [a]+[a]x0.25) or 2% of the invoiced value, whichever is the highest.

All possible tender deviations such as Packing, labeling, delivery schedule, storage status, payment mode & conditions, etc., shall be communicated and agreed upon before accepting the tender award by the supplier. Noncompliance of same shall be considered as tender violations, to apply penalty (as clause No. 37).

6. The specifications of the product offered in the bid, by the supplier shall match with the tender specifications for the item and any form of alternate offers will not be entertained.

Shelf life & Warrantees

7. In the supply of all Non consumables; Manufacturer or supplier or local agent shall provide a minimum of 02 year warranty period or as specified in the specification, for each such item or it's sub components supplied (through the local agent), unless otherwise agreed upon with MSD, prior to awarding the tender. Foreign suppliers of all such items shall have their own local agent in Sri Lanka, capable of providing technical support, repairs & spares, when necessary. (only applicable for Non Consumable Items)
8. Freshly manufactured stocks of the product shall be supplied; thereby the residual Shelf Life (shelf life remaining at the time of delivery of goods in Sri Lanka/MSD stores in case of local supplies) of the product, shall be 85% of the shelf life requested(specified in order/Indent/PO).
In respect of the items with requested shelf life equal or more than 24 months, any deficit between the residual shelf life and requested shelf life, shall not be more than 04 months.

In the violation of the above tender condition, SPC/MSD reserves the right to accept a reduced quantity, that is usable (as per the consumption rate) up to three months before the expiry of same and will subject to application of a penalty (as clause No. 37).

When the shelf life is not specified in the indent/PO/item spec; the requested shelf life shall be considered as, 36 months for surgical items and 24 months for pharma. / laboratory items.

Standards & Quality

9. **Standards:** In addition to Pharmacopoeial Standards that are indicated in the item specifications, other Pharmacopoeial Standards that are registered at National Medicines Regulatory Authority in Sri Lanka are also acceptable when no bidders have quoted for the standard specified in the item specification.
10. Any product deficient of its sub components/ accessories, not at the specified quality standards or all its components not unitized appropriately in packaging (as a set), shall be rejected⁴.
11. Withdrawal from use of items due to quality failure found as manufacturer's fault:
 - (a). In case of batch withdrawal, **value of entire batch quantity supplied** shall be recovered⁸ from the supplier.
 - (b). In case of product withdrawal, **value of entire product quantity** supplied shall be recovered⁸ from the supplier.
 - (c). In the event of either a) or b) above, supplier shall be surcharged⁸ the total **cost involved for MSD, of the quality failed supplies** with 25% administrative surcharge of the same.
12. The storage conditions and the packing requirements of the product shall conform to the information given by the manufacturer and accepted by NMRA for the product registration or shall conform to the information submitted for waiver of registration granted by NMRA in exceptional circumstances. (refer clause No.24)

If the offered product, deviate from NMRA registered product features, supplier must provide with the bid, a declaration to certify the NMRA accepted product details such as; storage conditions, pack details/contents/sizes and standard batch quantity/size of the product.

13. Immediately after delivery at MSD, the consignments shall be subjected to testing appropriately drawn, one random batch sample (Post-delivery sample) of the consignment at a government/semi-government/accredited laboratory¹¹. (to be selectively applied for Surgical & Lab items, depending on availability of testing methodology & facilities) If the sample is found to be substandard, random batch samples will be tested from all the batches/lots in the consignment, and entire expenses on such tests, like value of samples, transport, sampling & testing charges, etc, will be recovered from the supplier.
14. Consignments supplied to MSD violating the storage conditions indicated on product labels and/or product information leaflet (as accepted for product registration at NMRA), shall be considered as quality affected consignments and quality assurance of such consignments shall be carried out by post-delivery testing at government / semi government laboratory in Sri Lanka or at an accredited laboratory (foreign/local). All the expenses on such an event, including storage cost shall be borne by the supplier. If found to be quality affected the consignment will be treated as quality failed (as clause No.11).

Pack size, Labeling & Packaging

15. Offers for pack sizes at a lower level (smaller quantity per pack) than the pack size specified in the item description/specification and MSD order List, are also acceptable, but higher level (larger quantity per pack) pack sizes will not be entertained unless otherwise offered with the original bid and accepted by the procurement committee, with the concurrence of MSD.
16. In respect of bulk packs (not applicable for blister/strip packs), "DHS" mark shall be ;
 - (a). embossed or printed in case of tablets
 - (b). printed in case of capsulesAbove condition can be waved off, if the quantity in the purchase order is less than 100,000 tablets/capsules, (any exemptions to this condition, is notified in the relevant MSD order list)
(only applicable for Pharmaceutical Products)

17. Each; innermost pack, vial/ampoule, pre-filled syringe or bottle, shall bear the item Description, SR No, Batch No/Lot no., Reference/Catalogue no.(not for pharmaceuticals), Date of Manufacture, Date of Expiry and “STATE LOGO” of Government of Sri Lanka.
It is essential to include and exactly match the dates of Expiry & date of Manufacture (in any form as “Year & Month” or “No Exp.”), in the innermost pack and supplier’s invoice.
18. Description of the Item, SR No, Date of Manufacture, Date of Expiry, Batch No, Name and address of manufacturer and “STATE LOGO” of Sri Lanka Government shall be clearly marked on the outer covering of the individual/innermost pack containing the minimum unit of measure, including blister & strip cards and on the outer cover of the carton/box. Any deviations of the Date of Manufacture (DOM)/ Date of Expiry(DOE)declared in the offer shall be approved by MSD and DOM & DOE shall consist of at least the year & month.
19. All outer most cartons (shipping packages) shall bear the MSD Purchase Order No, SPC Indent No., SR No, Batch No, and Date of Expiry in size 1.5cm letters / figures in prominently visible manner. This may be printed, stenciled or label properly affixed.
20. Batch Number of the product shall be separately Barcoded (in Code 128 or 2D formats) and Barcode shall be printed on the labels at all levels of packing as described below, conforming to the industry standards in Barcode printing and pasting.
Format shall be according to Code 128 or 2D standards.
Maximum barcode size shall be 5.0cm (length) x 2.5cm (width).
21. In case of receiving goods under inappropriate packaging conditions(not in good order), was to be sorted out by MSD to select the items in good order by 100% checking/handling of the consignment, all expenses incurred to MSD in such an event (including demurrage charges, cold stores charges, labor charges etc. or any other charges incurred until goods are ready for acceptance), have to be paid to MSD by the local supplier, before attending to checking the consignment 100%, by MSD.
In respect of SPC imported supplies, if the local agent does not follow suit as above, such extra expenses incurred to MSD shall be recovered from the supplier⁵ by SPC and refund to MSD.

Storage Conditions & Temperature

22. If the storage temperature & conditions are not specified in the item specification, NMRA accepted product storage conditions, shall conform to Sri Lankan ambient storage conditions in the ranges of 30⁰c +/- 2⁰c temperature and 75% +/-5% relative humidity. The product storage conditions shall be clearly indicated at all levels of labels/packages/boxes.
23. Maintenance of Cold Chain;
- In case of cold storage items, cold chain monitors (temperature recording devices) shall be included for each carton and the cold chain shall be maintained according to the manufacturer’s instructions during storage, transport and delivery.
 - Supplier shall use suitable prominently visible identification marks of international standard, with appropriate colours and sizes for easy identification of cold cargo. Supplier shall use standardized **USB Devices** for temperature data logging inside the packages and shall provide free of charge, data logger readers **&/ software (reading apps compatible with Windows-07/latest)** to wharf department of SPC in advance, to enable examining the maintenance of cold chain in transit, and before taking over the consignment by MSD.

- c. If the cold chain break is observed at the time of taking over the consignments by MSD, such consignments shall be rejected, indicating the reason on the relevant **WDN or copy of the delivery documents**. In such an event, the SPC shall arrange necessary cold storage for the consignment until 'observed cold chain break' is investigated leading to acceptance / total rejection of consignment and the expenses borne by MSD / SPC in arranging the cold storage shall be recovered from the supplier.
- d. The vehicles transporting cold cargo to MSD shall be equipped with temperature monitoring devices and the vehicle shall have NMRA approval for transport of pharmaceuticals.
- e. The suppliers shall dispatch consignments of the items, which require cold chain maintenance, to arrive in Sri Lanka during Monday to Thursday to avoid additional demurrage & storage charges during weekends, during which MSD stores is closed. In case of non-compliance of this condition, any additional expenses incurred to MSD and SPC, to Custom clear/store/receive such consignments shall be recovered from the supplier.
24. In respect of the products requiring controlled temperature storage (Eg. $< 25^{\circ}\text{C}$, $2-25^{\circ}\text{C}$, $15-20^{\circ}\text{C}/30^{\circ}\text{C}$, $2-8^{\circ}\text{C}$ etc.), supplier shall provide MSD with latest product stability study reports with the invoice of the consignment. (report shall include studies; at $30^{\circ}\text{C} \pm 2^{\circ}\text{C}$ & $75\% \pm 5\%$ RH for **AC stored** items and at $25^{\circ}\text{C} \pm 2^{\circ}\text{C}$ & $60\% \pm 5\%$ RH for **Cold stored** items. It shall be a true copy of the latest report submitted to NMRA or a report issued within last 05 years). (refer clause No.12)

Delivery Requirements

25. All items shall be supplied as per the latest/final delivery schedule, communicated to the supplier, as an amended Indent/PO delivery schedule (if not amended, original schedule in the Indent/PO will apply) mutually agreed between MSD & SPC, at the time of establishing the payment terms (L/C, DP, TT, etc). Any deviation from this agreed delivery schedule shall be treated as a defaulted delivery.
- Contravening the above directions, if the delivery schedule is violated by the supplier for no fault of MSD/SPC/MOH and in the event MSD decides to accept any such consignment in full or part thereof, that is delivered after the due delivery date, Condition No. 27 on delayed deliveries, shall be applied.
26. All consignments shall be delivered at Medical Supplies Division or an alternate receiving point as directed. However sending consignments **to reach Sri Lanka from 15th December to 10th January** shall be avoided, unless otherwise prior approval has been granted by MSD for such deliveries.
27. Defaulted consignments with respect to delivery schedule shall only be considered for acceptance, subject to a penalty imposed for the delay due to suppliers fault, allowing a grace period up to two weeks. Consignments delivered after that grace period shall be considered for acceptance subject to a penalty to the supplier as described below ;
- (a). A penalty of 0.5% per day of the consignment value, calculated commencing from the 15th day up to 60th day delay from the due delivery date, as per the indent/PO or its' latest amended delivery schedules.
- (b). When the delay exceeds 60 days purchase order will be considered as automatically cancelled, on defaulted performance. In such a situation, MSD reserve the right to recover liquidated damages or to revoke the cancellation (eg. if payments have been released prior to such a cancellation), and accept the consignment subject to a 25% admin surcharge.
28. (i). If any local purchases were to be made by MSD/SPC to ensure continuity of supply (due to noncompliance of Indent/PO/its' amended; delivery schedule); in the ensuing period inclusive of the grace period for delivery from due delivery date, extra expenditure incurred on such local purchases, over the landed cost of relevant SPC main order, shall be recovered from the supplier.

(ii). If a delivery defaulted (violating delivery schedule in the indent/PO) SPC supplier/his local agent, who participate in an urgent local purchase tender of SPC or MSD for the same item, quoting the same product or any similar product, is bound to supply the local purchase order at the landed cost of the defaulted SPC main order. In violations of the same, the cost difference will be set off from the payments to the supplier of the corresponding SPC main order.

29. In respect of local manufacturers/ local suppliers, all deliveries shall be made only on week days excluding public holidays, also allowing adequate time to enable the completion of the receiving process at MSD stores before 3.30 p.m. In the event of failure to meet this deadline due to supplier's fault (eg. In delivery; time, product, document, etc.) goods shall be accepted on the following working day, such date

shall be counted for working out penalties as per No. 27 (regarding defaulted consignment) of the conditions of supply.

As an alternative, supplier can request MSD to take over the consignment on the same day, subject to settling all other expenses (i.e. staff OT, forklift charge, etc.) of MSD, by the supplier.

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32. MSD Order No, Item Description, SR No, Batch No., Date of Manufacture, Date of Expiry and product Storage Condition, shall be indicated in all Supply Invoices and detailed Packing Lists.
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The images of the; specimen labels, minimum pack and outer most box/shipper carton, that satisfies the above mentioned labeling conditions, shall also be provided within 14 days of releasing the indent by SPC.

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35. After releasing the Indent/PO or establishing L/C, the latest logistical position of manufacturing & supply on the Indent/PO, shall be updated biweekly through e-mails to SPC with a copy to MSD⁶ by the supplier.(follow instructions in the website www.msd.gov.lk)
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37. The successful supplier should agree to dispatch by fax/courier a full set of copy document to SPC at least 3 days prior to arrival of consignment in Sri Lanka to prevent any delay in clearance. Demurrage /additional charges if any which become payable due to supplier's failure to comply with this requirement will be claimed from the supplier.
38. To be supplied as per the delivery schedule indicated in the order list.
39. In addition to the condition given herein any other relevant conditions as per the tender document issued by SPC are also applicable.
41. Where a purchase for a particular item is being made for the first time from a supplier or where there are previous quality failures on goods supplied by a particular supplier payments will only be made upon testing the quality and standards of the goods and comparing the bulk supply with the samples provided along with the offer.
42. In the event of an award made to you on this tender, SPC reserve the right to cancel/suspend the procuring of said order in any stage, if you would be placed the defaulted supplier's list due to quality failure found in your previous supplies made to SPC or non compliance of contractual agreement
43. This tender is administered by the provisions of the "Public Contract Act No. 3 of 1987" and therefore, in the event bidder is to retain an agent, representative, nominee for and on behalf of Tender or shall register himself and such public contract act in accordance with the section 10 of the Public Contract Act and produce such valid original certificate of Registration with the tender.
44. **Destination Terminal Handling charges (THC) should be borne by the supplier at the Port of Loading. Hence when the C&F prices are quoted this should be inclusive of THC.**
45. Offer validity should be 25/07/2020.
46. When the time of arrival of goods to Sri Lanka, the residual shelf life should be remained 85% or more out of total product shelf life as per the regulation of Import & Export Controller of Sri Lanka.
47. If you are not interested in participating, please acknowledge the receipt of this invitation with the reason for not quoting.
48. **BIDS FROM THOSE OTHER THAN MANUFACTURERS**
Bids for supply of goods which are not manufactured by the Bidder should be supported by a Certificate of Authority issued by the Manufacturer indicating that the Bidder has been duly authorized to supply the goods tendered for. Failure to comply may result in the offer being rejected.

Abbreviations : NMRA ; National Medicines Regulatory Authority/Sri Lanka, SPC ; State Pharmaceuticals Corporation, MSD; Medical Supplies Division/Ministry of Health-Sri Lanka.

Special Conditions for Surgical Consumables item

- a. The product should have minimum of 36 months shelf life at the time of delivery to Medical Supplies Division. Requested shelf life for Surgical Consumable is 36 months unless specified in the special order conditions/specifications/order list remarks.
- b. General condition 7 and 16 are not applicable or Surgical Consumable Items.
- c. Art works and diagrams with dimensions for relevant products with catalog numbers should be provided.
- d. Usage instruction pamphlet/user manuals in print/pdf/video format should be provided. (Such instructions should carry details on maintenance, compatibility and storage)
- e. Further to the condition 33, Tender Sample of the selected bid shall be forwarded to MSD to use as reference sample to check the consignment supplied on the indent/PO.

All tenderers should furnish an unconditional Bid Bond encashable on demand to the value of 2% of the total Tendered Price exceeds LKR 1 million. Bid Bond should be submitted with valid up to 24/08/2020 together with the tender.

Sufficient quantity of samples should be forwarded for evaluation.

CONTRACT AND ARBITRATION

(A) CONTRACT

The successful supplier should agree to enter into a Contract/Agreement is applicable normally for awards which are over LKR 500,000.00 (Five Hundred Thousand).

(NEW PROCEDURES TO BE ADOPTED TO FACILITATE THE IMPLEMENTATION OF MSMIS PROJECT)

- (a) In respect of multi-component items that are ordered as kit items under single SR number, representing all components as one assembled unit, all deliveries of such items to MSD should be in the form of kits (all its components assembled together) with a commercial invoice indicating the number of kits and its S.R. number, describing & quantifying the individual components that forms the kit.

MSD will not accept parts of the full complement of components making the kit, that are delivered by different suppliers at different times and such deliveries will be rejected, even when the different components are sourced from different suppliers.

(Annexure I)

DHS/RSS/RQ/296/18

2018/SPC/A/C /S/00440

CLOSING ON: 13TH JANUARY, 2020 AT 2.00 pm

ITEM SR No	Item Specification	Quantity
01/21801202	Tube Holder, for fixation of cardio-pulmonary bypass tubes, for infant, stainless steel.	01 No
02/21802603	Craw ford suture ring, 23 cm (approx.) length.	03 Nos
03/21802604	Lumen inspection mirror, 23 cm (approx.)	04 Nos
08/21806701	Clamp Vascular, paediatric, patent ductus, Cooley type or similar, 60 degrees angled, 67mm jaw, atraumatic, 170mm (approx.) length, stainless steel.	03 Nos
09/21807001	Clamp Vessel, Mueller type or similar, 90 degrees angled, with silicone mouth insert, 105mm (approx.) length, stainless steel.	03 Nos
10/21807101	Clamp Vessel, Mueller type or similar, 45 degrees angled, with silicone mouth insert, 125mm (approx.) length, stainless steel.	03 Nos
11/21807200	Clamp Vessel, Mueller type or similar, straight, with silicone mouth insert, 165mm (approx.) length, stainless steel.	01 No
13/21809300	Cable Tie Applicator (Cable tie gun), stainless steel.	01 No
18/21810101	External Pacemaker (Pulse Generator), singlepacing type. Each pacemaker should be supplied with 3 sets of cables. (with minimum 3 year warranty)	40 Nos

Packing : 01

Delivery : 100% Immediately

NB :

If offers are received on Import & Supply basis from local suppliers, those offers should be in LKR. All local suppliers/manufacturers should quote in LKR for the total delivery price to MSD stores.

Shipment should be made exclusively on vessels belonging to the Ceylon Shipping Corporation or those chartered by CSC. However, shipment on other vessels will be permitted, in instances where vessels of the Ceylon Shipping Corporation do not call at the Port of Shipment or if they are not available for timely shipment of Cargo, in which event the supplier should attach a waiver certificate issued by Ceylon Shipping Corporation on their Authorized Agent in the supplier's county.

Samples Catalogue/Literature should be submitted for evaluation

General Conditions :

01. Offers should be submitted in the format as per annexure

02. To be supplied from freshly manufactured stock.

03. Each individual item to bear Description of Item, Batch No., Order List No., Indent No., Stock Reference No. (Lot No)., Name and address of Manufacturer, Date of Manufacture, Date of expiry, (If No Expiry it should indicate on label) SR No., and 'STATE LOGO' of Sri Lanka Government.

04. All inner and outer boxes/cartons of surgical consumables should be labeled indicating following details in English in clearly visible manner and to be delivered at Medical Supplies Division, No. 357, Rev. Baddegama Wimalawansa Thero Mawatha, Colombo 10/ as directed by Medical Supplies Division.
- a) Description of Item
 - b) SR No., Date of Manufacture, Date of Expiry and Lot Number
(In size 5cm letters/figures in prominently visible manner)**
 - c) Name and Address of Manufacturer,
 - d) MSD Order List No., SPC Indent No.
 - e) "STATE MARK" of Sri Lanka Government
 - f) Special Storage condition of the Item (if available)
05. The item should be suitably packed to be stored under normal room temperature and humidity prevailing in SRI LANKA.
06. The lot quantities shall be identical and number of Lot numbers shall be minimal. Each batch quantity should be individually shrunk wrapped and palletized. The shrunk wrapped pallet shall be labeled as described under conditions No. 4 and bar code also to be labeled.
07. Barcode (code 128) for Batch Numbers shall be printed on the labels of innermost to outermost packing's as described below;
- a) Lot number should be separately bar-coded.
 - b) Format should be according to CODE 128 standard.
 - c) Maximum barcode size should be 2.5cm x 5.0cm
 - d) Industry standard in barcode printing and pasting should be followed.
08. Offers for any other economically viable pack sizes different from the specified pack sizes are acceptable with the prior approval of Director, Medical Supplies Division.
09. MSD Order List No. "2018/SPC/A/C/S/00440, SR No., Description of Item, storage conditions of the item, Batch No., Date of Manufacturer, Date of Expiry of Item and SPC Indent no. should be indicated in all Supply Invoices and Packing Lists.
10. Any deviation of the labeling requirement requested by Director, Medical Supplies Division the labels of primary pack of the consignment shall be brought to the particular attention of Director, Medical Supplies Division of the prior approval.
11. In case the item is not delivered according to the given delivery schedule or non compliance of labeling requirement, specially the barcode labeling, Director, Medical Supplies Division has the right to reject the whole consignment or part of it delivered thereafter.
12. If any purchases have to be made by Medical Supplies Division to ensure continuity of supply, owing to delaying/ defaulting the supply on this order, any excess expenditure incurred over and above indented cost of this order shall be debited to SPC, to be recovered from supplier.
13. Withdrawal from use of items due to quality failures:
- a) In case of batch withdrawal due to quality failure, the supplier/manufacturer shall either replace entire batch quantity with a good quality product, free of charge or reimburse the value of entire batch quantity supplied.
 - b) In case of product withdrawal due to quality failure, the supplier/ manufacturer shall reimburse the value of entire product quantity supplied.
 - c) In the event of either a) or b) above the supplier/ manufacturer shall be surcharged additional 25% of the total value concerned as administrative cost.
14. Cluster Awards: -Different strengths of same drug or chemical/ different sizes or shapes of same medical device should be processed simultaneously in order to facilitate relevant Technical Evaluation Committee and Procurement Committee to consider making cluster awards for such items on an economical manner.

15. Representative samples in respect of items offered should be submitted to reach SPC on or before the **closing time on the closing date** of tender and acknowledgement receipt to be obtained from Administration Department of SPC.
16. The successful supplier should agree to dispatch by fax/courier a full set of copy document to SPC at least 3 days prior to arrival of consignment in Sri Lanka to prevent any delay in clearance.
Demurrage /additional charges if any which become payable due to supplier's failure to comply with this requirement will be claimed from the supplier.
17. To be supplied as per the delivery schedule indicated in the order list.
18. In addition to the condition given herein any other relevant conditions as per the tender document issued by SPC are also applicable.
19. Where a purchase for a particular item is being made for the first time from a supplier or where there are previous quality failures on goods supplied by a particular supplier payments will only be made upon testing the quality and standards of the goods and comparing the bulk supply with the samples provided along with the offer.
20. In the event of an award made to you on this tender, SPC reserve the right to cancel/suspend the procuring of said order in any stage, if you would be placed the defaulted supplier's list due to quality failure found in your previous supplies made to SPC or non compliance of contractual agreement
21. This tender is administered by the provisions of the "Public Contract Act No. 3 of 1987" and therefore, in the event bidder is to retain an agent, representative, nominee for and on behalf of Tender or shall register himself and such public contract act in accordance with the section 10 of the Public Contract Act and produce such valid original certificate of Registration with the tender.
22. **Destination Terminal Handling charges (THC) should be borne by the supplier at the Port of Loading. Hence when the C&F prices are quoted this should be inclusive of THC.**
23. Offer validity should be 11/07/2020.
24. All tenderers should furnish an unconditional Bid Bond encashable on demand to the value of 2% of the total Tendered Price exceeds LKR 1 million. Bid Bond should be submitted with valid up to 10/08/2020 together with the tender.
25. When the time of arrival of goods to Sri Lanka, the residual shelf life should be remained 85% or more out of total product shelf life as per the regulation of Import & Export Controller of Sri Lanka.
26. If you are not interested in participating, please acknowledge the receipt of this invitation with the reason for not quoting.
27. **BIDS FROM THOSE OTHER THAN MANUFACTURERS**
Bids for supply of goods which are not manufactured by the Bidder should be supported by a Certificate of Authority issued by the Manufacturer indicating that the Bidder has been duly authorized to supply the goods tendered for. Failure to comply may result in the offer being rejected.

CONTRACT AND ARBITRATION

(A) CONTRACT

The successful supplier should agree to enter into a Contract/Agreement is applicable normally for awards which are over LKR 500,000.00 (Five Hundred Thousand).

(NEW PROCEDURES TO BE ADOPTED TO FACILITATE THE IMPLEMENTATION OF MSMIS PROJECT)

- (a) In respect of multi-component items that are ordered as kit items under single SR number, representing all components as one assembled unit, all deliveries of such items to MSD should be in the form of kits (all its components assembled together) with a commercial invoice indicating the number of kits and its S.R. number, describing & quantifying the individual components that forms the kit.

MSD will not accept parts of the full complement of components making the kit, that are delivered by different suppliers at different times and such deliveries will be rejected, even when the different components are sourced from different suppliers.

DHS/RSS/RQ/316/16

2016/SPC/N/C/S/00151

CLOSING ON: 22ND JANUARY, 2020 AT 2.00 pm

ITEM SR No	Item Specification	Quantity
03/21209401	Instrument Set, for Hemiarthroplasty system, Austin Moore type or similar, in sterilizing tray.	12 Nos.
09/21209701	Instrument Set, for Anterior Cervical Spinal Fusion, in sterilizing tray, with implants for 20 patients, comprising; cages, plates and screws.	04 Nos.
10/21209702	Instrument Set, for Posterior Cervical Spinal Fusion, in sterilizing tray, with implants for lateral mass fusion, occipital, with pedicle screws for 20 patients.	04 Nos.
12/21209802	Instrument Set, for Posterior Lumbar Spinal Fusion, in sterilizing tray, with titanium implants for 50 patients, (screw range-length 35/40/45 mm, diameter 4.5mm, 5/5, 5mm, 6/6.5mm with connecting rods and cross links for 50 patients.	05 Nos.
14/21209903	Instrument Set, for epiphyseal stapling, stainless steel in sterilizing tray.	03 Nos.

Packing : 01

Delivery : Immediately

Samples Catalogue/Literature should be submitted for evaluation

NB :

If offers are received on Import & Supply basis from local suppliers, those offers should be in LKR. All local suppliers/manufacturers should quote in LKR for the total delivery price to MSD stores.

Shipment should be made exclusively on vessels belonging to the Ceylon Shipping Corporation or those chartered by CSC. However, shipment on other vessels will be permitted, in instances where vessels of the Ceylon Shipping Corporation do not call at the Port of Shipment or if they are not available for timely shipment of Cargo, in which event the supplier should attach a waiver certificate issued by Ceylon Shipping Corporation on their Authorized Agent in the supplier's county.

General Conditions :

01. Offers should be submitted in the format as per annexure
02. To be supplied from freshly manufactured stock.
03. Each individual item to bear Description of Item, Batch No., Order List No., Indent No., Stock Reference No. (Lot No)., Name and address of Manufacturer, Date of Manufacture, Date of expiry, (If No Expiry it should indicate on label) SR No., and 'STATE LOGO' of Sri Lanka Government.

04. All inner and outer boxes/cartons of surgical consumables should be labeled indicating following details in English in clearly visible manner and to be delivered at Medical Supplies Division, No. 357, Rev. Baddegama Wimalawansa Thero Mawatha, Colombo 10/ as directed by Medical Supplies Division.
- a) Description of Item
 - b) SR No., Date of Manufacture, Date of Expiry and Lot Number
(In size 5cm letters/figures in prominently visible manner)**
 - c) Name and Address of Manufacturer,
 - d) MSD Order List No., SPC Indent No.
 - e) "STATE MARK" of Sri Lanka Government
 - f) Special Storage condition of the Item (if available)
05. The item should be suitably packed to be stored under normal room temperature and humidity prevailing in SRI LANKA.
06. The lot quantities shall be identical and number of Lot numbers shall be minimal. Each batch quantity should be individually shrunk wrapped and palletized. The shrunk wrapped pallet shall be labeled as described under conditions No. 4 and bar code also to be labeled.
07. Barcode (code 128) for Batch Numbers shall be printed on the labels of innermost to outermost packing's as described below;
- a) Lot number should be separately bar-coded.
 - b) Format should be according to CODE 128 standard.
 - c) Maximum barcode size should be 2.5cm x 5.0cm
 - d) Industry standard in barcode printing and pasting should be followed.
08. Offers for any other economically viable pack sizes different from the specified pack sizes are acceptable with the prior approval of Director, Medical Supplies Division.
09. MSD Order List No. "2016/SPC/N/C/S/00151, SR No., Description of Item, storage conditions of the item, Batch No., Date of Manufacturer, Date of Expiry of Item and SPC Indent no. should be indicated in all Supply Invoices and Packing Lists.
10. Any deviation of the labeling requirement requested by Director, Medical Supplies Division the labels of primary pack of the consignment shall be brought to the particular attention of Director, Medical Supplies Division of the prior approval.
11. In case the item is not delivered according to the given delivery schedule or non compliance of labeling requirement, specially the barcode labeling, Director, Medical Supplies Division has the right to reject the whole consignment or part of it delivered thereafter.
12. Withdrawal from use of items due to quality failures:
- a) In case of batch withdrawal due to quality failure, the supplier/manufacturer shall either replace entire batch quantity with a good quality product, free of charge or reimburse the value of entire batch quantity supplied.
 - b) In case of product withdrawal due to quality failure, the supplier/ manufacturer shall reimburse the value of entire product quantity supplied.
 - c) In the event of either a) or b) above the supplier/ manufacturer shall be surcharged additional 25% of the total value concerned as administrative cost.
13. If any purchases have to be made by Medical Supplies Division to ensure continuity of supply, owing to delaying/ defaulting the supply on this order, any excess expenditure incurred over and above indented cost of this order shall be debited to SPC, to be recovered from supplier.
14. Cluster Awards: -Different strengths of same drug or chemical/ different sizes or shapes of same medical device should be processed simultaneously in order to facilitate relevant Technical Evaluation Committee and Procurement Committee to consider making cluster awards for such items on an economical manner.
15. Representative samples in respect of items offered should be submitted to reach SPC on or before the **closing time on the closing date** of tender and acknowledgement receipt to be obtained from Administration Department of SPC.

16. The successful supplier should agree to dispatch by fax/courier a full set of copy document to SPC at least 3 days prior to arrival of consignment in Sri Lanka to prevent any delay in clearance.
- Demurrage /additional charges if any which become payable due to supplier's failure to comply with this requirement will be claimed from the supplier.
17. To be supplied as per the delivery schedule indicated in the order list.
18. In addition to the condition given herein any other relevant conditions as per the tender document issued by SPC are also applicable.
19. Where a purchase for a particular item is being made for the first time from a supplier or where there are previous quality failures on goods supplied by a particular supplier payments will only be made upon testing the quality and standards of the goods and comparing the bulk supply with the samples provided along with the offer.
20. In the event of an award made to you on this tender, SPC reserve the right to cancel/suspend the procuring of said order in any stage, if you would be placed the defaulted supplier's list due to quality failure found in your previous supplies made to SPC or non compliance of contractual agreement
21. This tender is administered by the provisions of the "Public Contract Act No. 3 of 1987" and therefore, in the event bidder is to retain an agent, representative, nominee for and on behalf of Tender or shall register himself and such public contract act in accordance with the section 10 of the Public Contract Act and produce such valid original certificate of Registration with the tender.
22. **Destination Terminal Handling charges (THC) should be borne by the supplier at the Port of Loading. Hence when the C&F prices are quoted this should be inclusive of THC.**
23. Offer validity should be 20/07/2020. Bid Bond value should be 19/08/2020.
24. When the time of arrival of goods to Sri Lanka, the residual shelf life should be remained 85% or more out of total product shelf life as per the regulation of Import & Export Controller of Sri Lanka.
25. **BIDS FROM THOSE OTHER THAN MANUFACTURERS**
Bids for supply of goods which are not manufactured by the Bidder should be supported by a Certificate of Authority issued by the Manufacturer indicating that the Bidder has been duly authorized to supply the goods tendered for. Failure to comply may result in the offer being rejected.

CONTRACT AND ARBITRATION

(A) CONTRACT

The successful supplier should agree to enter into a Contract/Agreement is applicable normally for awards which are over LKR 500,000.00 (Five Hundred Thousand).

(NEW PROCEDURES TO BE ADOPTED TO FACILITATE THE IMPLEMENTATION OF MSMIS PROJECT)

- (a) In respect of multi-component items that are ordered as kit items under single SR number, representing all components as one assembled unit, all deliveries of such items to MSD should be in the form of kits (all its components assembled together) with a commercial invoice indicating the number of kits and its S.R. number, describing & quantifying the individual components that forms the kit.
- MSD will not accept parts of the full complement of components making the kit, that are delivered by different suppliers at different times and such deliveries will be rejected, even when the different components are sourced from different suppliers.