



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/153NK/17 (Fax RQ)	06.02.2020	2.30 p.m.	3/59000404-Ultrasound Transmission gel 5 litre pack with dispenser	24,000 Litres
DHS/RL/155NK/18	10.02.2020	2.30 p.m.	Laboratory Consumables	SPC web site www.spc.lk
DHS/RL/156RS/18	13.02.2020	2.30 p.m.	3/45433901-n-Heptane AR 6/45434701-Pentane 1-ol AR 7/45434801-Perchloric acid AR 8/45435901-Propane 2-ol AR	2,000ml 250 ml 2,000ml 2,500ml
DHS/RL/157WAC/18	13.02.2020	2.30 p.m.	1/40600304-Amphotericin B MIC strips 3/40608004-Itraconazole MIC strips 4/40608202-Voriconazole MIC strips	100 strips 100 strips 100 strips
DHS/RL/70SM/19	13.02.2020	2.30 p.m.	2/42838001-Varicells IgG antibody – ELISA (96tests/kit) 3/42838002-Varicella IgM antibody – ELISA (96 tests/kit)	2 kits 2 kits
DHS/RL/22WAC/20	10.02.2020	2.30 p.m.	Laboratory Consumables	SPC web site www.spc.lk
DHS/RL/23NK/20	13.02.2020	2.30 p.m.	1/59000401-E.C.G. Recording Paper 50mm x 20m (Spool diameter 15mm) Roll	100,000 Rolls

PHARMA ITEMS

Tender No.	Closing date	Time	Item	Quantity
DHS/RP/670/2018	13.02.2020	3.00 PM	Phenoxymethyl penicillin syrup 125mg/5ml, 50ml bottle	10,000 bottles
DHS/RP/366/2019	13.02.2020	3.00 PM	Clonazepam oral drops 2.5mg/ml, 10ml	250 bottles
DHS/RP/367/2019	13.02.2019	3.00 PM	Tetrabenazine Tablet 25mg	50,000 Tabs.
DHS/RP/53/2020	13.02.2020	3.00 PM	Tobramycin 0.3% + Dexamethasone .1% ear drops, 10ml	1,500 bottles
DHS/RP/54/2020	13.02.2020	3.00 PM	Paclitaxel Injection USP 260mg	4,300 vials

SURGICAL ANNUAL ITEMS

TENDER NO/BID REFERENCE	CLOSING DATE	CLOSING TIME	ITEM/ SR NO	ITEM	QUANTITY
DHS/RS/RQ/89/19	20.02.2020	2.00P.M.	28401312, 28401314, 28403201	Orthodontic Instruments	35 Nos
DHS/RS/RQ/242/18	20.02.2020	2.00P.M.	12502405	Amplatz Sheath, size 26Fr, for use during renal dilatation, sterile.	250 Nos
DHS/RS/RQ/243/18	20.02.2020	2.00P.M.	13900301	Suction Catheters for Endotracheal and Endobronchial use, size 4FG, 45cm to 65cm length.	7,300 Nos

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
TELEPHONE : 00 94-11- 2335008/2326227/2335374
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.

DHS/RL/22WAC/20 closing on 10.02.2020 at 2.30 p.m.**2020/SPC/N/C/D/00174**

Item No.	SR No.	Item Specification	Quantity
1	45100501	Bacillus subtilis Strain Number ATCC 6633 Packing: 1 vial	1 vial
2	45101901	Escherichia coli Strain Number ATCC 10536 Packing: 1 vial	1 vial
3	45103001	Pseudomonas aeruginosa Strain Number ATCC 9027 Packing: 1 vial	2 vials
4	45104501	Staphylococcus epidermidis Strain Number ATCC 12228 Packing: 1 vial	1 vial
5	45104901	Pseudomonas aeruginosa Strain number ATCC 27853 Packing: 1 Disc	1 vial
6	45105001	Escherichia coli Strain Number ATCC 35218 Packing: 1 vial	1 vial
7	45105201	Escherichia coli Strain Number ATCC 25922 Packing: 1 vial	1 vial
8	45106001	Anti-Aspergillus ID control, Serum, Goat, 0.1% Na Azide, 1ml/vial Packing: 1 vial	15 vials
9	45106004	Anti-Aspergillus niger ID control, Serum, Goat, 0.1% Na Azide, 1ml/vial Packing: 1 vial	5 vials
10	45106007	Anti-Blastomyces ID control, Serum, Goat, 0.1% Na Azide, 1ml/vial Packing: 1 vial	1 vials
11	45110001	Stained Brucella abortus suspension Packing: 50 ml	150 ml
12	45110101	Stained Brucella melitensis suspension Packing: 50 ml	150 ml
13	45110201	Stained Proteus Suspension OX2 Packing: 100 ml	200 ml
14	45110301	Stained Proteus Suspension OXK Packing: 100 ml	200 ml
15	45110401	Stained Proteus Suspension OX19 Packing: 100 ml	200 ml
16	45150201	Aspergillus fumigatus ID Antigen (1 ml/vial) Packing: 1 vial	5 vials
17	45150202	Aspergillus fumigatus ID Positive Control (1 ml/vial) Packing: 1 vial	5 vials
18	45150401	Aspergillus flavus ID Antigen (1 ml/ vial) Packing: 1 vial	5 vials
19	45150402	Aspergillus flavus ID Positive Control (1 ml/ vial) Packing: 1 vial	5 vials
20	45150601	Aspergillus niger ID Antigen (1 ml /vial) Packing: 1 vial	5 vials
21	45150602	Aspergillus niger ID Positive Control (1 ml /vial) Packing: 1 vial	5 vials

22	45150801	Aspergillus terrus ID Antigen (1 ml /vial) Packing: 1 vial	5 vials
23	45150802	Aspergillus terrus ID Positive Control (1 ml/ vial) Packing: 1 vial	5 vials
24	45155001	Candida ID Antigen(1 ml/ vial) Packing: 1 vial	3 vials
25	45155002	Candida ID Positive Control (1 ml /vial) Packing: 1 vial	3 vials
26	45156001	Coccidioides IDCF Antigen (1 ml/ vial) Packing: 1 vial	1 vial
27	45156002	Coccidioides IDCF Positive Control (1 ml /vial) Packing: 1 vial	1 vial
28	45157001	Coccidioides IDTP Antigen (1 ml /vial) Packing: 1 vial	1 vial
29	45157002	Coccidioides IDTP Positive Control (1 ml/ vial) Packing: 1 vial	1 vial
30	45158001	Histoplasma ID Antigen(1 ml /vial) Packing: 1 vial	3 vials
31	45158002	Histoplasma ID Positive Control (1 ml /vial) Packing: 1 vial	3 vials
32	45159001	Paracoccidioides ID Antigen (1 ml /vial) Packing: 1 vial	1 vial
33	45159002	Paracoccidioides ID Positive Control (1 ml /vial) Packing: 1 vial	1 vial

Delivery : Feb/2020

Samples/Literature/Catalogues must be submitted for evaluation on or before the time of tender closing.

(Also should be submitted certificate of Analysis along with the samples)

Bid Bond should be submitted with valid up to 07.09.2020 together with tender.

General Conditions :

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 ³.

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 entertained⁷.

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.~~
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, 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 penalty¹(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, 24 months.

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 laboratory ¹¹. (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 failed⁸ (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)~~
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 supplier ⁵ 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 **WDNor 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 born 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 coldchain 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 ⁸ 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 adl. 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 ¹².
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/PO¹⁰.(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.
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. 08,05,13)
38. Bids for supply of goods which are not manufactured by the Bidder should be supported by a Certificate of Authority issued by the Manufacture 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*.

DHS/RL/23NK/20 closing on 13.02.2020 @ 02.30 P.M.**2020/SPC/N/R/D/00215**

Item No.	SR No.	Item Specification	Quantity Roll	Delivery
1	59000401	E.C.G. Recording Paper 50mm x 20m (Spool diameter 15mm) Roll	100,000	50,000-May/2020 50,000-Sep/2020

Samples/Literature/Catalogues must be submitted for evaluation on or before the time of tender closing.

(Also should be submitted certificate of Analysis along with the samples)

Bid Bond should be submitted with valid up to 10.09.2020 together with tender

General Conditions :

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 ³.

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 entertained⁷.

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.~~

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, 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 penalty¹(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 failed⁸ (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)~~
- ~~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 **WDNor 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 born 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 coldchain 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 ⁸ 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 adl. 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 ¹².
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/PO¹⁰. (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. Bids for supply of goods which are not manufactured by the Bidder should be supported by a Certificate of Authority issued by the Manufacture 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.*

DHS/RL/70SM/19 closing on 13.02.2020 @ 02.30 P.M.

2019/SPC/A/C/D/00053

Item No.	SR No.	Item Specification	Quantity
2	42838001	Varicella IgG antibody - ELISA (96 tests/kit) Packing: 1 kit	2 kit
3	42838002	Varicella IgM antibody - ELISA (96 tests/kit) Packing: 1 kit	2 kit

Delivery 100%- Immediately

Samples/Literature/Catalogues must be submitted for evaluation on or before the time of tender closing.

(Also should be submitted certificate of Analysis along with the samples)

Bid Bond should be submitted with valid up to 10.09.2020 together with tender

General (Product & Consignments)

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 ³.

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 entertained⁷.

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.
(Not applicable)
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, 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 penalty¹(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, 24 months.

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.
(Not applicable)
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. (Not applicable)
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 laboratory ¹¹.(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 failed⁸(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)
(Not applicable)
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. (Not applicable)
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 supplier ⁵ 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 **WDNor 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 born 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 coldchain 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 ⁸ 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 adl. 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 ¹².
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 ¹⁰. (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 fortender condition violations that cause deficiencies in supplywith 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. Bids for supply of goods which are not manufactured by the Bidder should be supported by a Certificate of Authority issued by the Manufacture 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*.



STATE PHARMACEUTICALS CORPORATION OF SRI LANKA

(ESTABLISHED UNDER THE STATE INDUSTRIAL CORPORATIONS ACT, NO. 49 OF 1957)

NO. 75, Sir Baron Jayatilake Mawatha, Colombo 1. Sri Lanka.

Fax : 00 94 11 2344084 OR 2344082

TEL : 00 94 11 2326227 OR 2391538

E-Mail: dgmcomm@spc.lk or managerimpdhs@spc.lk

FAX TO : M/s. Analytical Instruments,-Sri Lanka

FAX NO :

DATE : 24.01.2020

TENDER NO. : DHS/RL/153 NK/17 CLOSING ON : 06.02.2020 AT 2.30 P.M.

Please quote your lowest C & F Sea/Air price or delivered prices to Medical Supplies Division for supply of following items. Offers should be submitted in sealed envelope quoting above tender reference to reach us **on or before 2.30 P.M. on 06.02.2020** by letters directly to State Pharmaceuticals Corporation. Offers on FOB basis will be rejected.

SUBMISSION OF TENDER.

Tenders should be submitted in one Original and One Duplicate sealed separately and marked as "Original" and "Duplicate" respectively. Both envelopes shall together be enclosed in one envelope sealed and addressed to 'Chairman/Procurement Committee, State Pharmaceuticals Corporation of Sri Lanka, No. 75, Sir Baron Jayatillake Mawatha, Colombo 01, Sri Lanka.

Tenders, if sent through the Post, should be sent under registered cover, A Tenderer or his agent may also personally deposit sealed tenders in the Tender Box provided for this purpose at Room GF 10 in the Ground Floor of the State Pharmaceuticals Corporation of Sri Lanka, No. 75, Sir Baron Jayatillake Mawatha, Colombo 01.

The left-hand top-corner of the envelope should indicate the tender number and the closing date of Tender. Tenders should be received on or before the closing date and time of Tender. Late Tenders will not be entertained under any circumstances. The Corporation shall not accept responsibility for the Tender misplacement of premature opening of offers if the cover has not been marked as given above.

Order List No. 2017/SPC/N/R/D/00204

ORDER LIST NUMBER: 2017/SPC/N/R/D/00204

Item No.	SR No.	Item Specification	Quantity
3	59000404	Ultrasound Transmission gel 5 litre pack with dispenser Note- the product should be non-staining, water soluble and hypoallergenic. Packing: 1 L x 5 cans	24,000 Litres

Delivery : 100%- Immediately

Cc:

1. General conditions

- 1.1 Offers should be on C&F (CPT)/CFR) Colombo basis. FOB offers are not acceptable.
- 1.2 If offers are received on import and 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.
- 1.3 Offer should be submitted in the format as per annexed.

2. Tender Opening

- 2.1 Tenders will be opened at the Head Office of the State Pharmaceuticals Corporation at 75, Sir Baron Jayathillake Mawatha, Colombo 1, Sri Lanka at the date and time specified in annexed schedule. One Representative of the tenderer or their accredited Agent will be permitted to be present at the time of opening of tenders. Only the copy of the tender marked 'Original' will be opened at the time of opening of Tenders.
- 2.2 The officer who opens the tenders will read out (or cause to be read out) to those present, the name of each Tenderer as well as the amount quoted together with discount if any.
- 2.3 Whether or not a Bid Bond has been submitted and the amounts of Bid Bonds submitted also will be announced.

3. Currency

- 3.1 Tenderers from a country outside the Asian Clearing Union should quote in a freely convertible currency in Sri Lanka such as US Dollars or Sterling Pounds. However, member countries of the Asian Clearing Union should quote only in US Dollars.

4. Domestic Preference

- 4.1 Tenders for the supply of goods manufactured in Sri Lanka could be quoted for in local currency or in foreign currency. The General Treasury from time to time will determine the quantum of preferences granted to Local Manufacturers and its eligibility criteria. The preference presently granted will be a 20% preference for locally manufactured articles offered in competition with imported articles. Eligibility criteria is a minimum of 30% added value in Sri Lanka at ex-factory price. All tenderers offering goods manufactured in Sri Lanka should complete and submit the enclosed 'Domestic Value Added Calculation form along with their Tender.
- 4.2 Locally manufactured goods should contain Local Labour, local raw material and local components accounting for at least 15% of the EXW price. For this purpose any other components such as Financing cost, factory overheads depreciation of machines or profit margin are not considered as a part EXW price.

5. Validity of Offer

- 5.1 Tenderers should keep their offers valid for acceptance for a period of at least 180 days from the date of closing of tenders. No increase in price will be permitted after tender award. However, the Corporation may solicit the tenderer's consent to extend validity of offer and if the tenderer agree to such request, the validity of the Bid Bond should also be extended accordingly. The tenderer, however, may refuse such extension of validity period without forfeiting his Bid Bond. The tenderer will not be permitted to modify or amend his tender on extension of validity.

6. Samples

- 6.1 Representative samples and Literature/Catalogues should be forwarded in respect of all items quoted for. Such samples should be sent by the Tenderer direct to their Local Agent by Air Freight and the Local Agent should deliver same to the Manager-Technical Unit. All samples and packages should be clearly marked with Tender Number (without which the Customs will not permit clearance).
- 6.2 If the tenderer does not have a Local Agent then samples should be sent to STATE PHARMACEUTICALS CORPORATION OF SRI LANKA, 75, SIR BARON JAYATILLAKE MAWATHA, COLOMBO 01, SRI LANKA. Your no charge invoice (showing nominal value for custom purposes) would be attached to the consignee's copy of Air Way Bill and a copy also be sent direct to State Pharmaceuticals Corporation of Sri Lanka, No. 75, Sir Baron Jayatillake Mawatha, Colombo 01.
- 6.3 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.

7. Bid Bonds

7.1 Tenderers should furnish an unconditional Bid Bond encashable on demand to the value of 2% of each item on instances where the total tendered price of each item exceeds LKR 1 Million. Bid Bond should be submitted together with the Tender. Tenders without Bid Bond (where necessary) will not be considered. The Bid Bond shall be in the form of an Unconditional Guarantee issued by an approved commercial Bank operating in Sri Lanka. The Bid Bond should be valid up to 210 days (03.09.2020) from the closing of tender.

7.2 Bid Bonds issued by the following institutions are acceptable.

1. A Bank operating in Sri Lanka, approved by the Central Bank of Sri Lanka.
2. A Bank based in another country but the security or guarantee 'Confirmed' by a Bank operating in Sri Lanka.
3. A Letter of Credit issued by a Foreign Bank, but 'Confirmed' by a Bank operating in Sri Lanka
4. A cash deposit
5. A Bank Draft issued by a Commercial Bank operating in Sri Lanka which Bank is approved by the Central Bank of Sri Lanka.
6. Any other Agency approved by the Treasury from time to time.

7.3 Master Bid Bonds will not be accepted.

7.4 Tenders which do not comply with this requirement will be rejected.

8. Alternative Bids

8.1 If alternative offers are submitted, the Tenderer should mark the tenders as 'Original Offer' and 'Alternative Offer'. If the items falls within the range of items where Bid Bonds are required, the Bid Bonds should specifically indicate that it covers the original and the alternative offer. If these requirements are not met, only the lower priced Tender will be accepted and scheduled.

9. Performance Bond

9.1 The successful Tenderer shall within 14 days from the notification of award submit an unconditional Performance Bond upto 10% of the total value of award if required. Failure to comply with this request shall constitute sufficient grounds for the Corporation to cancel such award and forfeit the Bid Bond/Security without any notice. Letters forwarding the Performance Bond should be addressed to the Chairman, State Pharmaceuticals Corporation of Sri Lanka, No. 75, Sir Baron Jayatillake Mawatha, Colombo 1.

9.2 The Performance Bonds shall be as per specimen annexed and shall be submitted in LKR from an approved Commercial Bank in Sri Lanka with validity of 28 days from the last shipment date.

9.3 Claims on the Performance Bond will be made by us on the very first instance the supplier fails to comply with the terms and conditions of award and L/C.

10. Registration

10.1 All Pharmaceutical/Surgical Products imported to Sri Lanka should be registered with the National Medicine Regulatory Authority of Sri Lanka. Therefore, all prospective Bidders should advise their Local Representative to attend to such Registrations. However, the Corporation may import drugs/surgical products which are unregistered under special circumstances. Tenderer should attach photo copies of the current, Registration Certificate with the Tender Offers.

11. Payment/Letter of credits

11.1 Payment terms will be by confirmed irrevocable Letter of Credit at sight unless otherwise agreed. Supplier should strictly conform to the terms and conditions of our Indents and Letters of Credit.

11.2 Payment on irrevocable Letter of Credit will be restricted to 90% of the value of the Bill of Exchange on presentation of such bill. The balance 10% will be paid only after 60 days from the date of payment of bill for 90% of the value, and if the supplier has conformed to all terms of the contract and the Letter of Credit. This 10% is retained to cover claims, if any, on the supplier.

- 11.3 Payment to local suppliers will be made after 30 days from the date of delivery. Suppliers should forward their Bills together with the original Delivery Order duly acknowledged by the Director, Medical Supplies Division or his Authorized Officer with frank stamped.
- 11.4 Where a purchase for a particular item is being made for the first time from a supplier or where there are previous quality failure on goods supplied by a particular supplier, payments will only be made upon testing the quality and standards of the goods and comparison on the bulk supply with the samples provided along with the offer.
- 11.5 The supplier should give the name and address of beneficiary in their original offer and any change will not be accepted after closing of tender. In case of any change where L/Cs have to be cancelled and re-opened, or where L/Cs have to be amended, the supplier should bear the full cost of such amendments together with a Service charge of USD 100.00.

12. Bank Charges

12.1 All Bank charges incurred outside Sri Lanka shall be to the Beneficiary(s) Account. Delivery should be made within validity of L/C and extensions will be granted only in exceptional circumstances. Cost of such extensions will be to the account of beneficiary.

12.2 Nomination of Bank

Letter of Credit will be advised through the correspondent Bank of our Bankers in the successful Tenders's country. However, if the tenderer wishes to negotiate documents through any particular Bank of their chose such details should be indicated in their offer.

13. Shelf Life

13.1 Product should be supplied form freshly manufactured stocks and residual shelf life should be greater than 75% of total shelf life at the time of shipment arrival at Sri Lanka. (Details to be indicated in the offer)

14. Free Replacement

- 14.1 We reserve the right to cancel balance on order and/or claim free of charge replacement/reimbursement of landed cost or claim on performance bond in the event of
- i) Supplier's failure to comply with instructions with regard to quality, delivery schedule etc. or with regard to conditions of documentary credit.
 - ii) Delayed receipt of documents.
 - iii) Short packing, loss/damage or deterioration of goods supplied within the shelf life, also for packs which cannot be identified due to labels falling off or wrong labeling.
 - iv) Quality failure at any time after receipt of goods
- 14.2 In the event of a quality problem, Batch samples will be tested by us at the National Drug Quality Assurance Laboratory. We will return samples from the available batch, and the balance will be destroyed in the presence of the local agent and certificate issued by us. The suppliers should however, agree to reimburse us by the landed cost of the total quantity rejected for which a certificate of Destruction will be provided.

15. Quality Certificate

15.1 We reserve the right to nominate Independent Competent Authorities for the issue of pre-shipment Inspection Certificate (Certificate of Quality, Quantity and Loading). In such event, the cost of such Certificate must be borne by the supplier and should be included in the offer.

16. Copy Documents

- 16.1 The successful tenderer (supplier) should agree to dispatch by fax/courier the following copy documents immediately the goods are put on Board/Air freighted.
- i) Copy BL/AWB – Copy of Bill of Lading (without ‘shipped on Board’ stamp acceptable) Notation ‘Reefer. Cargo’ should appear in the BL/AWB if goods require refrigeration.
 - ii) Certificate of Quality, Quantity and Loading or Analytical Certificate should indicate Date of Manufacture and Expiry for each Batch/Lot.
 - iii) Packing List indicating individual gross weight and net weight in Kg., and outer dimensions of packages in metric units and also the contents of each package with date of manufacture and expiry.
 - iv) Invoice indicating breakup value of CPT/CFR (into FOB and Freight), Batch Numbers, Date of Manufacture and Expiry in addition to the other details. (Invoice without signature is not acceptable).
- 16.2 Documents in respect of Airfreight Cargo should necessarily be sent by fax. This is a compulsory requirement which the successful Tenderer has to comply with, to facilitate early clearance of Cargo on Arrival, without payment of Demurrage charges.
- 16.3 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 charges, if any, which become payable due to the supplier’s failure to comply with above requirements will be claimed from supplier.

17. Local Agent

- 17.1 The supplier shall in his tender indicate name, address, telephone/facsimile and E MAIL address of his agent in Sri Lanka.

18. Contract and Arbitration

18.1 Contract

The successful supplier should agree to enter into a Contract/Agreement is applicable normally for awards which are over LKR 500,000.00 per single item.

18.2 Arbitration

If during the consistence of this Contract or at any time after the termination thereof, any difference or disputes which may arise between the parties hereto in regard to this interpretation of any of the provisions herein, contained or any other matter or thing relating to this contract (other than any difference or dispute in respect of which a decision of the Chairman of the State Pharmaceuticals Corporation of Sri Lanka, is declared to be final and binding on the parties hereto) such difference or dispute shall be forthwith referred to an Arbitral Tribunal in Sri Lanka. Composition of the Arbitral Tribunal, Jurisdiction of the Arbitral Tribunal, Conduct of Arbitration Proceedings, awards and any other matters relating to the Arbitration shall abide by Arbitration Act No. 11 of 1995 of the Democratic Socialist Republic of Sri Lanka. The place of Arbitration shall be in Sri Lanka.

19. Tender award

- 19.1 Awards are made to suppliers taking into consideration among other factors, prices quoted, part performance, quality of samples, delivery offered, product registration etc. and the decision of the Procurement Committee is final. No correspondence will be entertained from unsuccessful tenderers.
- 19.2 The Procurement Committee reserves to itself the right without question to :-
- a. Accept any tender, or portion of a tender,
 - b. Accept portions of more than one tender
 - c. Reject all or any tenders
 - d. Direct that fresh tenders be called for

20. Delivery

- 20.1 Awarded supplier should comply with the delivery schedule given. Unable to adhere the delivery schedule due to no fault of the SPC/Ministry would result in the supplier being surcharge 0.5% of total bid amount per day from the due delivery date.
- 20.2 In the event of an award made to you on this tender, SPC reserve the right to cancel/suspend procuring of said order in any stage, if you would be placed in the defaulted supplier's list due to quality failure found in your previous supplies made to SPC or non compliance of contractual agreement.

21. Withdrawal from use of item due to quality failure

- 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.

22. Cluster Awards

- 22.1 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 Committees and Procurement Committee to consider making cluster awards for such terms on an economical manner.

23. Standards

- 23.1 Any other Pharmaceutical Standard accepted by Cosmetics, Devices and Drugs Regulatory Authority in Sri Lanka for registration of a Pharmaceutical item is also acceptable.
24. 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.
25. 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
26. Where a purchase for a particular item is being made for the 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.
27. 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, sub agent, representative, nominee for and on behalf of Tender shall register himself and such public contact in accordance with the section 10 of the Public Contract Act and produce such valued certificate of registration in the course of any transaction relating to this tender or at any stage in the duration on this tender.
28. In the event of delivery of consignments deviating from given delivery schedule by MSD due to default of supplier and same is rejected due lack of storage space available at MSD warehouses, any resulting demurrage charges incurred shall be borne by the suppliers concerned.
29. 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.
30. In addition to the condition given herein any other relevant conditions as per the tender document issued by SPC are also applicable.

31. The bid submitted should be duly signed and endorsed by the Bidder/ Tenderer himself authorized personnel having signatory powers (with the name and designation of the signatory) or by the representative. Representatives submitting offers on behalf of their principals should submit a letter of authorization and power of attorney (if signing on behalf of the principals) and also should submit documentary proof on their registration as per the Act. No. 03 of 1987 with the Department of the Registrar of Companies – Sri Lanka.

General Conditions :

1. To be supplied from freshly manufactured stock.
2. Offers should be submitted in the format as per annexure.
3. To be supplied from freshly manufactured stock & greater than 75% of total shelf life at the time of shipment arrival at Sri Lanka. (Details to be indicated in the offer)
4. **The products should have a minimum of 20 months shelf life at the time of delivery at Medical Supplies Division**
5. Each roll, tube, tin, bottle or pack to bear Description of Item, Batch No., Date of Manufacture, Date of Expiry, SR No., and "STATE LOGO" of Sri Lanka Government.
6. Description of Item, Date of Manufacture, Date of expiry, Batch No, Name and address of manufacturer, MSD Order List No, SR No., SPC Indent No and "STATE LOGO" of Sri Lanka Government should be clearly marked on the outer covering containing the item and on the outer cover of the carton/box.
7. **All outer cartons should bear the 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 affixed.
8. The batch quantities shall be identical and number of batches shall be minimal.
9. Barcode (code 128) for Batch Numbers shall be printed on the labels of innermost to outermost packing's as described below;
 - a. Batch 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.
10. 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.
11. MSD Order List No. , SR No of item and SPC Indent no., Description and storage condition of Item shall be indicated in all Supply Invoices and detailed Packing Lists.
12. Storage condition of the items should be clearly indicated in the inner most and outer most carton labels. All outer most cartons to be stenciled with the MSD Order List Number and delivered at **Medical Supplies Division**
13. If there is any deviation from the specified labeling requirements the Product Information Leaflet, labels of primary pack and image of the primary pack showing the barcode label shall be brought to the approval of Director, Medical Supplies Division prior to shipment.
14. 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.
15. **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.**

16. If any local purchase were to be made to ensure continuity of supply owing to delay in delivery, any excess expenditure incurred over indent cost on such purchases to Medical Supplies Division shall be debited to SPC, to be recovered from the supplier.
17. **Standards** – Any other Pharmaceutical Standard accepted by National Medicine Regulatory Authority in Sri Lanka for registration of a Pharmaceutical item is also acceptable.
18. 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
19. Cold chain monitors should be included for each cartons and the cold chain should be maintained according to the manufacturer's instructions during storage, transport and delivery.
20. To be supplied as per the delivery schedule indicated in the order list.
21. In addition to the condition given herein any other relevant conditions as per the tender document issued by SPC are also applicable.
22. 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.
23. Representative samples in respect of items offered should be submitted to reach SPC on or before the closing time on the closing date of bid and acknowledgement receipt to be obtained from Administration Department of SPC.
24. This bid 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 Bid or shall register himself and such public contact act in accordance with the section 10 of the Public Contract Act and produce such valid original certificate of registration with the bid.
25. 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.
- 26. 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.**
27. In the event of delivery of consignments deviating from given delivery schedule by MSD due to default of supplier and same is rejected due lack of storage space available at MSD warehouses, any resulting demurrage charges incurred shall be borne by the suppliers concerned.
28. 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.
29. Supplier should send SPC the specimen of the Label as per the Indent requirement when the goods are manufactured, and should obtain prior approval before the delivery of goods to MSD. If the specified label is not received at SPC prior & delivery of goods to MSD, SPC will not be liable to clear the consignment and any consequences resulting this will be the supplier's responsibility.
30. C&F offers, not strictly adhering to labeling requirement stated in condition of supply are not acceptable
31. In addition to the condition given herein any other relevant conditions as per the tender document issued by SPC are also applicable
32. In the event of delivery of consignments deviating from given delivery schedule by MSD due to default of supplier and same is rejected due lack of storage space available at MSD warehouses, any resulting demurrage charges incurred shall be borne by the suppliers concerned.

33. Offers where samples are not received before the tender closing will be rejected.
34. The bid submitted should be duly signed and endorsed by the Bidder/ Tenderer himself authorized personnel having signatory powers (with the name and designation of the signatory) or by the representative. Representatives submitting offers on behalf of their principals should submit a letter of authorization and power of attorney (if signing on behalf of the principals) and also should submit documentary proof on their registration as per the Act. No. 03 of 1987 with the Department of the Registrar of Companies – Sri Lanka.
35. Bids for supply of goods which are not manufactured by the Bidder should be supported by a Certificate of Authority issued by the Manufacture indicating that the Bidder has been duly authorized to supply the goods tendered for Failure to comply may result in the offer being rejected.

* If you are not interested in participating, please acknowledge the receipt of this invitation with the reason for not quoting.

STATE PHARMACEUTICALS CORPORATION OF SRI LANKA

**SGD.
DEPUTY GENERAL MANAGER
PROCUREMENT & IMPORTS-S**

**PROCUREMENT OFFICER
(DHS/LAB)**

DHS/RL/155NK/18 closing on 10.02.2020 @ 02.30 P.M.2018/SPC/N/C/D/00203

Item No.	SR No.	Item Specification	Quantity ml
1	45500301	2,6 Dimethyl Aminobenzaldehyde HPLC grade Packing: 50ml	50
2	45500401	Dimethyl Sulphoxide HPLC grade Packing: 50ml	50
5	45501001	Butyl Chloride HPLC grade Packing: 250ml	250
7	45501301	Tetrahydrofuran HPLC grade Packing: 500ml	3,000
9	45504901	4-(4-hydroxyphenyl)-2-butanone HPLC grade Packing: 100ml	100
10	45505001	Anhydrous acetic acid HPLC grade Packing: 500ml	6,000
11	45505101	Anhydrous formic acid HPLC grade Packing: 250ml	500
12	45505201	Butan-2-one HPLC grade Packing: 250ml	250
15	45505601	Nitromethane HPLC grade Packing: 100ml	100
16	45506201	Trichloroacetic acid HPLC grade Packing: 100ml	100
17	45508201	Pyridine HPLC Grade Packing: 250ml	1,000
18	45508301	Butyl alcohol HPLC grade Packing: 250ml	1,000
19	45508601	Propan-1-ol HPLC grade Packing: 250ml	500
20	45509001	Formic acid HPLC grade Packing: 100ml	100

Delivery: 100%- Immediately

Samples/Literature/Catalogues must be submitted for evaluation on or before the time of tender closing.

(Also should be submitted certificate of Analysis along with the samples)**Bid Bond should be submitted with valid up to 07.09.2020 together with tender**

General Conditions :

1. Offer should be submitted in the format as per annexed.
2. To be supplied from freshly manufactured stock & greater than 75% of total shelf life at the time of shipment arrival at Sri Lanka. (Details to be indicated in the offer).
3. **The product should have minimum of 24 months shelf life at the time of delivery at National Medicinal Quality Assurance Laboratory, Colombo 10.**
4. Each item to bear Description of Item, Batch No., Date of manufacture, date of Expiry, SR No., and "STATE LOGO" of Sri Lanka Government.
5. Description of Item, Date of Manufacture, Date of Expiry, Batch No, Name and address of manufacturer, MSD order list No, SR No, SPC Indent No and "STATE LOGO" of Sri Lanka Government should be clearly marked on the outer covering containing the item and on the outer cover of the carton/box.
6. Items should be suitably packed and precaution must be taken to maintain the cold chain while transportation, until they reach the **National Medicinal Quality Assurance Laboratory** – Colombo 10.
7. MSD order list No, SPC Indent No, SR No, Description and storage condition of item shall be indicated in all supply invoice and detailed packing lists.
8. The batch quantities shall be identical and number of batches shall be minimal. The proportionate size of the batch quantity should be not less than 15% of the quantity in the consignment and number of batches should be minimal & batch size should be an equal multiple of the consignment quantity.
9. Barcode (code 128) for Batch Numbers shall be printed on the labels of innermost to outermost packing's as described below;
 - a) Batch 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.
10. 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.
11. Storage condition of the items should be clearly indicated in the inner most and outer most carton labels. All outer most cartons to be stenciled with the MSD order list number and delivered at **National Medicinal Quality Assurance Laboratory, Colombo 10.**
12. If there is any deviation from the specified labeling requirement the product information leaflet, labels of primary pack and image of the primary pack showing the barcode label shall be brought to the approval of Director Medical Supplies Division prior to shipment.
13. In the event of delivery of consignments deviating from given delivery schedule by MSD due to default of supplier and same is rejected due lack of storage space available at MSD warehouses, any resulting demurrage charges incurred shall be borne by the suppliers concerned.

14. 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.
15. Offers where samples are not received before the tender closing will be rejected.
16. Bids for supply of goods which are not manufactured by the Bidder should be supported by a Certificate of Authority issued by the Manufacture indicating that the Bidder has been duly authorized to supply the goods tendered for Failure to comply may result in the offer being rejected.
17. In case the item is not delivered according to the given delivery schedule or non compliance of labeling requirement, specially the bar code labeling Director, Medical Supplies Division has the right to reject the whole consignment or part of it delivered thereafter.
18. If any local purchase were to be made to ensure continuity of supply owing to delay in delivery, any excess expenditure incurred over indent cost on such purchases to Medical Supplies Division shall be debited to SPC, to be recovered from the supplier.

DHS/RL/157WAC/18 closing on 13.02.2020 @ 02.30 P.M.**2018/SPC/N/C/D/00049**

SR No	Item Specification	Quantity
01/40600304	Amphotericin B MIC strips Packing : 50 strips	100 strips
03/40608004	Itraconazole MIC strips Packing : 25 strips	100 strips
04/40608202	Voriconazole MIC strips Packing : 25 strips	100 strips

Delivery : 100% - Immediately

Samples/Literature/Catalogues must be submitted for evaluation on or before the time of tender closing.

(Also should be submitted certificate of Analysis along with the samples)**Bid Bond should be submitted with valid up to 10.09.2020 together with tender****General Conditions :**

1. Offers should be submitted in the format as per annexure.
2. To be supplied from freshly manufactured stock & greater than 75% of total shelf life at the time of shipment arrival at Sri Lanka. (Details to be indicated in the offer).
3. Each item to bear Description of Item, Batch No, Date of Manufacture, Date of Expiry, SR No and "STATE LOGO" of Sri Lanka Government.
4. The product should have minimum of 24 months shelf life at the time of delivery at Medical Research Institute – Colombo 08.
5. Description of Item, Date of Manufacture, Date of Expiry, Batch No, Name and address of manufacturer, MSD order list No, SR No, SPC Indent No and "STATE LOGO" of Sri Lanka Government should be clearly marked on the outer covering containing the item and on the outer cover of the carton/box.
6. Item should be suitably packed and precaution must be taken to maintain the cold chain while transportation, until they reach the Medical Research Institute.
7. MSD order list No, SPC Indent No, SR No, Description and storage condition of item shall be indicated in all supply invoice and detailed packing lists.
8. The batch quantities shall be identical and number of batches shall be minimal. The proportionate size of the batch quantity should be not less than 15% of the quantity in the consignment and number of batches should be minimal & batch size should be an equal multiple of the consignment quantity.

9. Barcode (code 128) for Batch Numbers shall be printed on the labels of innermost to outermost packing's as described below;
 - a. Batch 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.
10. 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.
11. Storage condition of the items should be clearly indicated in the inner most and outer most carton labels. All outer most cartons to be stenciled with the MSD order list number and delivered at Medical Research Institute – Colombo 08.
12. If there is any deviation from the specified labeling requirement the product information leaflet, labels of primary pack and image of the primary pack showing the barcode label shall be brought to the approval of Director Medical Supplies Division prior to shipment.
13. In case the item is not delivered according to the given delivery schedule or non compliance of labeling requirement, specially the bar code labeling Director, Medical Supplies Division has the right to reject the whole consignment or part of it.
14. If any local purchase were to be made to ensure continuity of supply owing to delay in delivery, any excess expenditure incurred over indent cost on such purchases to Medical Supplies Division shall be recovered from the supplier.
15. In the event of delivery of consignments deviating from given delivery schedule by MSD due to default of supplier and same is rejected due lack of storage space available at MSD warehouses, any resulting demurrage charges incurred shall be borne by the suppliers concerned.
16. 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.
17. Supplier should send SPC the specimen of the Label as per the Indent requirement when the goods are manufactured, and should obtain prior approval before the delivery of goods to MSD. If the specified label is not received at SPC prior & delivery of goods to MSD, SPC will not be liable to clear the consignment and any consequences resulting this will be the supplier's responsibility.
18. C&F offers, not strictly adhering to labeling requirement stated in condition of supply are not acceptable
19. In addition to the condition given herein any other relevant conditions as per the tender document issued by SPC are also applicable
20. Bids for supply of goods which are not manufactured by the Bidder should be supported by a Certificate of Authority issued by the Manufacture indicating that the Bidder has been duly authorized to supply the goods tendered for Failure to comply may result in the offer being rejected.
21. Offers where samples are not received before the tender closing will be rejected.