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| *UNTITLED 1* | **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.Telephone : (00) 94- 11 - 2335008 or 2326227 Fax : (00) 94 – 11 – 2447118 or 2344082, 2391537E-Mail: pharma.manager@spc.lk |

 |  |

 Date :

**Fax to : M/S ---------------**

Dear Sirs,

BIDDING DOCUMENT FOR INVITATION OF RESTRICTED BIDS (DPC)

**For the supply of drugs for named patients**

**BID NO. /BID REFERENCE :**

**CLOSING AT SRI LANKA TIME ON :**

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State Pharmaceuticals Corporation hereby invite your lowest total delivery prices in LKR for the supply of the item/s listed in the Annex I, which is for use in Government Medical Institutions.

**TERMS AND CONDITIONS OF BID/INSTRUCTIONS TO BIDDERS**

1. **SUBMISSION OF BID.**

1.1 Bid shall 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/ Departmental Procurement Committee, State Pharmaceuticals Corporation of Sri Lanka, No. 75, Sir Baron Jayatillake Mawatha, Colombo 01, Sri Lanka.

1.2 Bids, if sent through the Post, should be sent under registered cover. A Bidder may also personally deposit sealed Bids in the Tender Box provided for this purpose at Internal Audit Department in the mezzanine floor of the State Pharmaceuticals Corporation of Sri Lanka, No. 75, Sir Baron Jayatilake Mawatha, Colombo 01.

The left-hand top-corner of the envelopes should indicate the Bid Reference and the closing date of Bid. Bids should be received on or before the closing date and time of Bid. Late Bids will not be entertained under any circumstances. The Corporation shall not accept responsibility for the Bid misplacement or premature opening of Bids if the envelopes have not been marked as given above.

1. **FORMAT OF BID/ BID SUBMISSION FORM & PRICE SCHEDULE**

 02.1 Bids should be submitted according to the format given in **Annex IIA & IIB.**

 02.2 Bids which are not in the prescribed format or are not in strict conformity with the terms, conditions and specifications laid-down in this Bid shall be rejected.

 02.3 The Bid shall contain no interlineations, or even writing except as necessary to correct errors made by the Bidder - in which case such corrections shall be initialled by the person or persons signing the bid.

 02.4 All Bids, literature etc., should be in the English Language.

 02.5 The bid submitted should be duly signed and endorsed by the Bidder himself (the name and designation of the signatory, should be indicated) should submit documentary proof on their registration as per the Act. No. 03 of 1987 with the Department of Registrar of Companies – Sri Lanka.

1. **VALIDITY OF OFFER**

Bidders should keep their offers valid for acceptance for a period of at least 180 days from the date of closing of tender. No increase in price will be permitted after tender award.

1. **ELIGIBLE GOODS AND REGISTRATION**

4.1 WITH THE NATIONAL MEDICINES REGULATORY AUTHORITY (NMRA)

(a) All Pharmaceutical Products imported to Sri Lanka should be registered with the National Medicines Regulatory Authority of Sri Lanka.

(b) A Certified copy of the NMRA registration Certificate certified by Attorney-at-

 Law, Commissioner of Oaths or Justice of Peace should be submitted along with the bid.

4.2 THE REGISTRAR OF PUBLIC CONTRACTS.

Awards over Sri Lankan Rupees (LKR) Five Million should be registered with the Registrar of public contracts by the successful Bidders.

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, sub Agent representative or nominee for and on behalf of Bid shall register himself, in accordance with the section 10 of the Public Contract Act and produce such valid original certificate of registration with the Bid.

1. **BID BOND**

5.1 Bidders should furnish an unconditional Bid Bond encashable on demand to the value stated against the item in the Annex I. Bid bond should be submitted together with the Bids. Bid without Bid Bonds will not be considered.

 5.2 The Bid Bond shall be as per specimen at **Annex III** and shall be issued by one of

 the following Institutions.

* 1. A Commercial Bank operating in Sri Lanka, approved by the Central Bank of Sri Lanka.

* 1. A Bank based in another country but the security or guarantee “Confirmed” by a

 Commercial Bank operating in Sri Lanka.

* 1. A Letter of Credit issued by a Foreign Bank, but ‘Confirmed’ by a Commercial Bank

 operating in Sri Lanka.

 iv. Any other Agency approved by the Treasury from time to time.

 Or

* 1. A cash deposit
1. **FRESH STOCKS AND SHELF LIFE**

6.1 Supplies should be conformed to the stipulated specifica­tions and shelf life as stated in Annex 1. Residual shelf life should be minimum of 15 months at the time of receipt of goods at MSD.

6.2 Corporation reserves the right to call for free replacement of goods supplied with inadequate residual shelf life, reimbursement the cost of goods or reject such deliveries.

1. **BID PRICE & CURRENCY**

**7.1 Offers are to be received either on Import & Supply basis from local agents of registered foreign manufacturers or local manufacturers, and those offers should be in LKR.** All local suppliers/manufacturers should quote in LKR for the total delivery price to MSD stores.

1. **COUNTRY OF ORIGIN AND NAME OF MANUFACTURER**

8.1 The Country of Origin and Name of Manufacturer should be indicated in the Bid Form at Annex II B.

1. **BID OPENING**

 9.1 Bids will be opened immediately after closing, at the Head Office of the State Pharmaceuticals Corporation at 75*,* Sir Baron Jayatillake Mawatha, Colombo 1, Sri Lanka at the date and time specified in **Annex 1**.

 9.2 The bidder or their authorized representatives will be permitted to be present at the opening of Bids.

* 1. Only the copy of the bid marked ‘Original’ will be opened at the time of opening of Bids.
	2. The Bid Opening Committee who opens the bids will read out (or cause to be read out) to those present, the name of each Bidder as well as the amount quoted together with discounts, if any.
	3. Whether or not a Bid Bond has been submitted, and the amount of Bid Bond if submitted shall also be announced. Details of the make-up of any Bid will not be read out.
	4. Any other detail which the Bid Opening Committee determines as necessary will be read out.
1. **REIMBURSEMENT**
	1. Corporationreserves the right to call for reimbursement in the event of 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 items with incorrect labelling.

10.2. All quality problems/complaints should be confirmed by the National Medicines Regulatory Authority (NMRA)/ Technical Advisory Committee (TAC) of Sri Lanka/ SPC Quality Assurance Laboratory or any other Authority as decided by the Ministry of Health of Sri Lanka.

1. In the event of receipt of a complaint samples will be tested by NMQAL, and follow the recall procedure approved by the Ministry of Health and will be destroyed according to section 72 of Drug regulations.
2. In case of withdrawals due to quality failure Suppliers should ensure that the value of entire quantity of either the withdrawn batches or products would be totally reimbursed with an additional 25% of the total value concerned as an Administrative Cost.
3. **PERFORMANCE BOND**

11.1 The successful Bidder shall within 03 days from the notification of award should submit an uncondi­tional Performance Bond up to 10% of the total value of award.

 Failure to comply with this request shall constitute sufficient grounds for the Corporation to cancel such award and forfeit the Bid Bond/Security.

11.2 However, the **Departmental Procurement Committee** reserves the Right to increase the required Performance Bond at their discretion.

11.3 The Performance Bond shall be as per specimen **Annexure IV -** and shall be issued by one of the institution given at para 5.2.

11.4 Claims on the Performance Bond will be made by the Corporation on the very first instance the supplier fails to comply with the terms and conditions of Bid or Purchase Order and /or Letter of Credit.

1. **CONTRACT AND ARBITRATION**

 **(A) CONTRACT**

The successful supplier should agree to enter into a Contract/Agreement with the State Pharmaceuticals Corporation.

**(B) ARBITRATION**

If during the continuance 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.

1. **PACKING AND STORAGE CONDITIONS**

i. Pack Size offered should conform to requirements. Bids for alternate pack sizes may be rejected. Export-worthy packing which will prevent damage in transit should be used. Details of nature of packing should be given.

ii. Packing of all items should be suitable for storage and use under tropical conditions. Final packing should indicate the required storage temperature for goods which require Refrigeration/ Cool Room/ Freezer Storage enabling the cargo handling staff to arrange proper storage for such goods immediately on receipt.

iii. Containers and closures used should be of such quality so as not to react with the contents while in storage under tropical conditions.

1. Large tablets (over 250mg in weight) in bulk packs (over 500 tablets per pack) should not be packed in glass bottles as glass bottles are likely to be damaged in transit. Such items should be packed in sealed polyethylene film bags inserted in to strong airtight metal or plastic containers.
2. Sri Lankan ambient storage conditions are in the ranges of 300C +/- 20C temperature

and 75% +/-5% relative humidity.

vii. The items which have to be stored between 2o C – 8o C should be delivered with cold chain monitors.

viii. The Recommended storage mentioned on the Product label should be maintained at

 all levels including in transit and storage condition should be clearly shown on Invoice. All outer carton and inner box should contain the following information.

1. Description of the Item
2. Date of Manufacturer
3. Date of Expiry
4. Batch No.
5. Name and Address of manufacturer
6. **LABELLING**
	1. All labels should be printed in English Language and the labeling requirements should be according to the specifications required for registration at **NMRA**  as follows.
7. The approved name found in official pharmacopoeias or formularies. (The source should be stated in abbreviations: e.g. BP, USP,…etc.)
8. The Brand Name
9. List of the active ingredients showing:
	* 1. Amount of each presenting each dosage unit
		2. A Statements of the nett contents (e.g. number of dosage units, weight or volume)
10. Any special storage conditions that may be necessary
11. Warnings and precautions that may be necessary
12. The Date of Manufacture
13. The Date of expiry
14. The batch or lot number assigned by the manufacturer and
15. The name and Address of the manufacturer.

14.2 Anaesthetic Products

1. Generic Name of drug should be printed large and clear.
2. All ampoules should be effectively pre-cut.
3. Labels should be effectively pasted to avoid loosening when in contact with water. STICKER LABELS to be provided for Operating Theatre use.
4. Colour coding of sticker labels should be in accordance with the “Standard Specification for User Applied Drug Labels in **Anaesthesis**” set out by the American Society for Testing and Materials. ASTM D4774-88.

e.g. Relaxants Red

 Vasopressors Violet

 Opiates Blue

 Local Anaesthetics Gray

Lignocaine with adrenaline and adrenaline ampoules should have a distinct red band and red lettering.

Sticker labels for syringes should be provided for the following drugs :-

Thiopentone Pancuronium

Diazepam Atracurium

Midazolam Vacuronium

Ketamine Neostigmine

Suxamethonium Atropine

Tubarine

1. **PAYMENT**
2. 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 Authorised Officer with frank stamped.
3. 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.
4. **TENDER AWARD**

Awards are made to suppliers taking into consideration among other factors, prices quoted, past performance, quality of samples, delivery offered, product registration etc. And the decision of the Procurement Committee is final.

The Procurement Committee reserves to itself the right without question to:-

1. Accept any bid, or portion of a bid,
2. Accept portions of more than one bid
3. Reject all or any bids
4. Direct that fresh bids be called for
5. Cancel the bid

 The **Departmental Procurement Committee** reserves the right, at time of award to decrease the quantity required, by 25% without any change in price or other terms and conditions.

 In case lowest evaluated responsive supplier is Bidding for a product which has not been supplied before, the **Departmental Procurement Committee** reserves the right to purchase only part quantity from such supplier and to get a feedback from the end users to decide on the balance quantity.

However, in such cases the price offered for the total amount should be maintained for the smaller quantity.

1. **DELIVERY**

Reference **Annex I** - Successful bidders should conform strictly to delivery dates. Failure to do so will result in forfeiture of the Performance Bond and/or cancellation of the award.

 **If awarded supplier is unable to adhere to the delivery schedule due to no fault of the SPC would result in the supplier being surcharged as per the condition mentioned under “condition of supply” in Annex I.**

1. **SAMPLES**
2. Representative samples in respect of items offered should be submitted to SPC before the deadline for submission of Bid (closing date and time), and acknowledgement receipt to be obtained from Administration Department of SPC and same should be attached to the Bid.
3. All Prospective bidders are advised to submit their samples to ensure compliance with this request. Even past suppliers other, than the present supplier are liable to submit representative samples as specified therein.
4. It should be noted that this is a compulsory requirement and all Bids that do not comply with this requirement will be rejected.
5. Procurement Committee has the authority to decide whether pre delivery/ post delivery samples to be tested. In such an event the supplier will have to bear the cost of testing samples.
6. In the event pre-delivery samples failed the award will be cancelled

VI Quantities of Samples required in the event quantity of Tender Samples not specified in Annex 1. All samples should be in their original trade containers Except for Raw materials or Chemicals.

1. Tablets or Capsules Minimum 3 containers and

 Minimum 300 tablets/capsules.

1. Parenteral Preparations Injections - 125 ampoules (containers)

 Powder for injections - 100 vials (containers)

 Intravenous Infusions,

 Concentrated Solutions for

 Injections - 30 (containers)

1. Vaccine and Serum - Sufficient quantity for Analysis
2. Eye Drops/Ear Drops

Nasal Drops - 50 containers

1. Ointment/ cream/ Oral / liquids/ Dusting Powder - 12 containers
2. Solution/ Syrups/ Pressurized Inhalations - 04 containers
3. Extracts / Tinctures - 04 containers
4. Pessaries / Suppositories - 50 Pessaries or

 Suppositories

1. Waxes - 200g

 **19. TESTING OF BATCH SAMPLES**

19.1 In the case of distribution to Hospitals/ State Institutions random batch samples and random post-marketing samples of all goods supplied will be tested at the NMQAL/ Quality Assurance & Research Laboratory of the State Pharmaceuticals Corporation and reports on its suitability issued. The findings of the reports will be final and binding. Goods reported as unsuitable and not conforming to the laid down specifications will be rejected and subsequently destroyed. The suppliers should agree to refund its landed cost plus an additional 25% as an Administrative cost within 30 days from the date of intimation.

**20.QUALITY CERTIFICATE**

20 (a) Corporation reserves the right to nominate Independent Competent Authorities for the issue of pre-shipment Certification (Certificate of Quality, Quantity and Loading). In such an event, the cost of **such cer­tification** must be borne by the supplier and should be included in the Bid (**Annex 11B).**

1. The Secretary, Ministry of Health, Sri Lanka reserves the right to nominate suitable persons to inspect the production and quality control facilities of bidders and manufacturers and their records. Bidders, who refuse permission to our nomi­nees to carry out such an audit will be automatically disqualified.
2. The expenses involved. In the inspections should be borne by the manufacturer/ supplier.

**21. WHO CERTIFICATION SCHEME FOR QUALITY OF PHARMACEUTICAL PRODUCTS MOVING IN INTERNATIONAL COMMERCE**

 (a) A certificate of Pharmaceutical Product (CPP) issued by the Competent Authority in the manufacturer’s country confirming that the item bided has been authorized to be placed in the market for sale and use in the country of manufacture, should be submitted along with the Bid.

1. The certificate of Pharmaceutical Product should also certify that the Manufacturing Plant in which the product is produced is subject to inspection at suitable intervals, and that the manufacturer conforms to the requirement for Good Practices in manufacture and quality control as recommended by the World Health Organization in respect of products to be sold or distributed within the country of origin or to be exported.
2. All batches offered should conform to the requirements of the Competent Authority for sale or distribution within the country of manufacture or where appropriate to published specifications, e.g. : BP/USP or to established specifications provided by the manufacturer. These certificates should indicate the name and dosage form of the product, the batch number, the date of manufacture, date of expiry, storage conditions, date of packaging, labeling, nature of the container, results of analysis and other data (BATCH CERTIFICATES).

**22. PRODUCT LIABILITY**

In the event of an order being placed, the supplier should indemnify the State Pharmaceuticals Corporation of Sri Lanka against all product liability claims arising out of the items supplied on his bid. E.g. due to incorrect labelling, deviation from agreed specifications etc.

1. **PATENT RIGHTS (AND OTHER THIRD PARTY RIGHTS) AND** **ROYALTIES**

The suppliers shall at all times indemnify and keep this Corporation indemnified against any and all claims arising at any time on Account of Patent rights or other rights, whether from manufacturers or others, from the use of the supplied goods in Sri Lanka.

1. **BIDS FROM THOSE OTHER THAN MANUFACTURERS**

Bids for supply of goods which are not manufactured by the bidder should be sup­ported by a Certificate of Authority issued by the Manufacturer at the time of submitting bidding documents indicating that the bidder has been duly authorized to supply the goods bided for. Failure to comply will result in the offer being rejected.

**25.** **TERMS & CONDITIONS AND CLARIFICATION**

Prospective Bidders should acquaint themselves, fully with these terms and conditions and if any further clarification is required please contact the undersigned, No plea of lack of information or insufficient information will be entertained at any stage.

**26**. **EXAMINATION, EVALUATION AND** **COMPARISON OF OFFERS**

26.1The purpose of bid evaluation is to determine the lowest evaluated bid from the substantially re­sponsive bids received.

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

i) **Preliminary examination**

The Bid received will be examined by the Technical Evaluation Committee appointed for each bid to determine whether they are complete, whether they are from eligible bidders, whether required bid bond has been furnished in required format, whether the document has been properly signed, whether any computational errors and whether the samples are provided if required and whether the specimen Bid form at **Annex 11 (A)** has been followed and the price schedule as per **Annex 11 (B**) has been followed.

ii) **Prior to detailed evaluation**

The TEC will determine the substantial responsiveness of each offer to the bidding documents as pursu­ant to clause 27.1.(i). A substantially responsive bid is one, which conform to all the conditions described in clause 27.1 (i) without any deviation. A bid determined as not substantially respon­sive will be rejected and may not subsequently be made responsive by the bidder by correc­tion of the non-conformity.

 The offers, which are previously determined to be substantially responsive to clauses.

26.2 (i), (ii) will be further evaluated.

iii) The TEC and the Corporation will also examine the Bids in order to ensure the correctness of the Bids. Arithmetical errors, if any, will be corrected on the following basis;

1. If Discrepancy is between Unit Price and Total Price, then the Unit

 Price shall prevail and the Total Price will be corrected.

1. If Discrepancy is between words and figures, the amount in words

 will prevail.

1. If a Discrepancy appears between the original bid and the duplicate,

 the original will prevail.

iv) All the items offered in Annex 11B should conform strictly to the technical specifications set out in the Annex 1 of this document and will be taken in to account at the time of evalua­tion.

V) The Corporation shall list out the bids which are conformed to the technical specifications as most responsive substantially responsive bids irrespective of prices they have offered as the lowest, second lowest, third lowest etc, to use in case of the lowest evaluated responsive bidder refuses to supply during the specified time frame. Please note that price quoted should be 10% range of the lowest bid. Instead of awarding 100% of quantities of respective items to be procured, the supply of quantities can be distributed among responsive bidders on a predetermined schedule such as .

|  |  |  |
| --- | --- | --- |
| **Name of the Bidder /Supplier** | **Rank as per the Price quoted** | **Percentage of supply of quantities** |
| **The Lowest** |  **1** |  **60%** |
| **2nd Lowest** **3rd Lowest** |  **2** **3** |  **30%** **10%** |

* Unless specifically stated in this document any other relevant Terms & Conditions of Bid/Instructions to Bidders any annexures mentioned in ‘Global Bid Document Pharmaceutical DPC’ available for perusal at web site of SPC, Home page, main menu under the Tab ‘Tenders’ in [www.spc.lk](http://www.spc.lk) and Guide Lines for Procurement of Pharmaceuticals issued by the Government with its subsequent amendments/revisions will be applicable.
* In the event of conflict between Global Bid Document Pharmaceutical DPC, Procurement Guide Line for Procurement of Pharmaceuticals and Medical Divices Procurement Guide Lines issued by the Government 2006, and subsequent Amendments/Suppliments this ‘Bidding Document for Invitation of Restricted Bids’ shall prevail.

**Abbreviations :** SPC ; State *Pharmaceuticals Corporation, MSD; Medical Supplies Division, L/C : letter*

*of Credit.*

Yours faithfully

**STATE PHARMACEUTICALS CORPORATION OF SRI LANKA**

**PROCUREMENT OFFICER**

**DHS – [PHARMACEUTICALS)**

TELEPHONE : (00) 94-11-2326227, 2335374

FAX : (00) 94-11-2446960

E-MAIL address : dgmpharma@spc.lk and pharma.manager@spc.lk

**CC :**

**ANNEX I**

**BID NO./BID REFERENCE**

URGENT

**Closing on : at 10.00 AM**

URGENT

**MSD ORDER LIST NO. –**

|  |  |  |  |
| --- | --- | --- | --- |
| **SR No.** | **Item Description/Specifications** | **Quantity** | **Delivery Schedule** |
|   |   |   |   |

**Sufficient quantity of Representative samples for the item to be submitted for the evaluation as tender samples.**

**Bid validity period : Bid should be valid till [ 180 days of tender closing]**

**Amount of Bid Bond : LKR\_\_\_\_\_\_\_\_\_\_\_ to be submitted along with the Bid.**

**Bid Bond valid till [ 210 days of tender closing]**

**Bid Evaluation Summary sheet should be submitted with the Bid (Please refer SPC website for more details)**

**MSD CONDITIONS OF SUPPLY**

**Will be notified via Fax Transmission/published in website respectively**

 **Annex II A**

**SPECIMEN FORM OF BID (SUPPLIES)**

Chairman,

Departmental Procurement Committee

………………………………………………………………..

………………………………………………………………..

**BID FOR THE SUPPLY OF**

**……………………………………**

**BID NO./BID REFERENCE ………………………..**

1. I/ We, the undersigned, having read and fully acquainted myself/ourselves with the contents of the Terms and Conditions of Bid/Instructions to Bidders and Contract and Annex I where specifications and delivery of items required pertaining to the above Bid, hereby undertake to supply the goods referred to therein, in accordance with the aforesaid Instruc­tions, Terms and Conditions as per price quoted in the attached Annex II B.

 2. I/ We confirm that this offer shall be open for acceptance until…………………………………… and
 that it will not be withdrawn or revoked prior to that date.

3. I/We attach hereto the following documents as part of my/our Bid:­

 (1) Price schedules (as per Annex II B – Bid Form

 (2) Documentary evidence to establish Registration of product with the National Medicines

 Regulatory Authority Certificate No ……………………………………………………….

 (3) Documentary evidence to establish that goods offered are from an eligible source and origin.

 (Document as required in Para. 4 of the Terms & conditions of the Bid).

 (4) Bid Bond

 (5) Any other documents (give details).

 4. I/We understand that you are not bound to accept the lowest bid and that you reserve the right to reject any or all Bids or to accept any part of a Bid without assigning any reasons thereof.

5. We undertake to adhere to the Delivery Schedule indicated.

6. My/Our Bank Reference is as follows: ……………………………………………………………………... ..……..……………………………………………………………………………………………………………

 Signature: …………………………………………………..

Name of Bidder : …………………………………………………..

Address: …………………………………………………..

E-mail: . …………………………………………………..

Telex - …………………………………………………..

Fax:. ……………………………………………………….

Date ………………………………………………………

**STATE PHARMACEUTICALS CORPORATION – BID FORM**

 **ANNEX 11 (B)**

 (To be submitted in duplicate)

BID NO./BID REFERENCE........................................................ CLOSING ON: ......................................................

NAME & ADDRESS OF MANUFACTURER : **(Bidders should prepare their own forms as per this**

NAME & ADDRESS OF BIDDER : **format. Offers which are not as per the format are liable**

 **to be rejected)**

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
|   1  |   2 |   3  |   4 |   5 |  6 7 |  8  |  9 |  10 |
| SR NO./ITEM NO. | FULL DESCRIPTION OF ITEMOFFERED, THE STANDARD AND THE STORAGE TEMPERATURE | PACK SIZE OFFERED | QTY OFFERED  | PROBABLE SHIPMENT/DELIVERY DATE | UNIT PRICE & CURRENCY (DELIVERY PRICE TO MSD STORES) | TOTAL DELIVERY PRICE TO MSD STORES | NMRA REGISTRATION CERTIFICATE NO. & DATE OF EXPIRY | SHELF LIFE | COUNTRY OF ORIGIN |
|  |  |  |  |  |  |  |  |  |  |

1. Cost of Inspection Certificate (If not included in the unit delivered price).....................................................................................................................

 Indicate from whom independent Pre-shipment Certificate of Quality, Quantity and Loading will be submitted.

1. Indicate date when samples were submitted:- ..........................................................................................................................................
2. Indicate Bid Bond No, value and Validity (Where applicable) :-......................................................................................................................
3. Quotation Valid upto :-................................................................................................................................................................................
4. Local manufacturers/ Importers should indicate in column No. 10 Local /Total delivery price to Stores at Medical Supplies Division, No. 357, Baddegama Wimalawansa Thero Mawatha, Colombo 10.

We confirm that we have read and understood the terms, conditions and specifications covering this tender and submitted our offer accordingly. We are not listed as defaulted/ black-listed Bidder in any Government Institution in Sri Lanka. “In the event of goods being rejected due to un-acceptable quality, reimbursement of its value and an additional 25% of the total value at landed cost as an administrative charge will be made”.

Name of Bidder :

Signature of Bidder :

(With Name and Designation of Signatory)

Official Stamp of Bidder :

Postal Address of Bidder :

Telephone No. :

E-mail :

Fax No. :

Name of Bankers with Account No.

Beneficiary :

(Inform your terms and conditions and special instructions for opening Letters of Credit in the event of an award in your favour) .

NOTE

1.Storage temperature of the offered items should be prominently indicated in the column No. 2.

 **Annex III**

**SPECIMEN FORM OF BID SECURITY (BID BOND)**

By this Bond We ………………………………………………………………………………………… (hereinafter called “the Bidder”) and We (name of bank or insurance company) whose registered office is at ………………………………………………………………..(hereinafter called “the Surety”) are held and firmly bound unto …………………………………………………………

 …………………………………………………………………………….. (here­inafter called “the Authority”) in the sum of for the payment of which sum the Bidder and the Surety bind themselves their successors and assigns jointly and severally by these presents.

**Whereas** the Authority has invited the Bidder and other persons to complete bids in similar terms for the supply of …………………………………………………………………………… to submit the same for the consideration of the Authority, and the Bidder proposes to submit to the Authority a bid (hereinafter called “the Bid”) in accordance with such invitation, the Bond shall provide security to the Authority that the Bidder will honour certain obligations to be undertaken by him in the Bid in accordance with the following conditions.

**Now the Conditions of this Bond are:**

(a) that it shall remain in full force and effect until the earliest of

 (i) (date), being ( )days from (submission date), the date stipulated by the Authority for the sub­mission of bids, or any prolongation of such date above notified to the Authority by the Bidder and the Surety in writing;

(ii) in the event of acceptance of the Bid by the Authority, the date upon which the Bidder provides a performance security to the Authority in accordance with the terms of the contract thereby made between them, or

 (iii) in the event of acceptance by the Authority of a bid for the Works from a third party, the date upon which such third party provides the relevant performance security.

(b) subject to this Bond being in full force and effect, the Surety shall pay the full amount

 specified in this Bond upon receipt of first written demand from the Authority stating that

(i) the Bidder has withdrawn his Bid during the validity of this Bond, or

(ii) the Bidder has failed to provide a performance security to the Authority in accordance with the terms of the contract between them upon acceptance of the Bid.

No alteration in the terms of the Bid, nor any forbearance or forgiveness in or in respect

of any matter or thing concerning the Bid on the part of the Authority, nor any objection from the bidder shall in any way release the surety from any liability under this Bond.

The benefit of this Bond shall not be assignable by the Authority and upon its ceasing to be in full force and effect the Authority shall return the same to the Bidder.

This Bond shall be governed by the laws of ( )

I executed as a Deed this( )day of ( )20( )

For and on behalf of the Bidder ……………… … For and on behalf of the Surety…………….

……………………………………………………… …………………………………………………

Signed by ………………………………………… Signed by …………………………………… In the capacity of ……………………………….. and by ………………………………………. in the capacity of ……………………………. In the capacity of ……………………………

Seal (where applicable). Seal (where applicable).

 **Annex IV**

**SPECIMEN FORM OF PERFORMANCE BANK GUARANTEE**

**(UNCONDITIONAL)**

**BOND NUMBER: ……………………………………… DATE: ……………………………….**

SUM GUARANTEED: ………………………………………………………………………………….

To:…………………………………………………………………………………. (Name of employer)

…………………………………………………………………………………. (Address of employer)

Whereas ……………………………………………………………name and address of contractor)

(hereinafter called “the contractor”) has undertaken, in persuance of contract No……….. dated to execute …………………………(name of contract) (herein­after called “the contract”);

And whereas it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognised Bank for the sum specified therein as security for compli­ance with his obligations in accordance with the Contract;

And whereas we have agreed to give the Contractor such a Bank Guarantee;

Now therefore we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of ………………………………………… (amount of Guarantee) …………………………………………………………. (amount in words), such sum being payable in the type and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of ……………………………. (amount of Guarantee) as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the contractor before present­ing us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed thereunder or of any of the Contract document which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and We hereby waive notice or any such change, addition or modification.

This guarantee shall be valid until a date 28 days from the date of issue of the taking over Certifi­cate.

Signature and the Seal of the Guarantor: ……………………………………………………..

Name of the Bank: …………………………………………………………………………………

Address …………..…………………………………………………………………………………

 Date: …………………………………………………………………………………………………

Witness : …………………………………………………………………………………. ……….

**Annex VI**

**SPECIMEN OF CONTRACT FORM (IB)**

**AGREEMENT**

**DEMOCRATIC SOCIALIST REPUBLIC OF SRI LANKA**

**Our Ref No. : ------------------------- Date : [ ]**

**Tender No : --------------------------**

This AGREEMENT made and entered into between the State Pharmaceuticals Corporation established under the act. No. 49 of 1957 and having a its Registered office at 75, Sir Baron Jayatilaka Mawatha, Colombo 01, Sri Lanka (hereinafter called the “SPC” which term or expression shall mean and include the said State Pharmaceuticals Corporation and its successors and permitted assigns) of the One Part and **------------------------------** business under the time, style and firm of a company duly registered and carrying business (hereinafter called “the supplier” and which term or expression shall mean and include the said and its/their/its heirs executors administrator and permitted assign/successors in business or permitted assigns) of the Other – Part.

Whereas the State Pharmaceuticals Corporation has accepted the tender of **--------------------------- of -------------------** for the supply and delivery of **------------------- of ------------------** in the manner and quantities as per the attached order for **LKR -------------------** marked **----------------** hereof.

**NOW IT IS HEREBY AGREED AS FOLLOWS :**

1. The following documents :-
2. Conditions of contract marked 1
3. Bid documents marked 2
4. Copy of Purchase Order marked 3

(hereinafter called “the Contract Documents”) showing and describing the nature and scope of the Agreement duly signed by both parties shall be deemed to form and be read and construed as part and parcel of this Agreement.

2. In consideration of the payment to be made by SPC to the supplier the contract sum hereinafter mentioned the supplier hereby covenants with SPC to supply and deliver the goods in conformity in all respects with the provisions of this contract.

The supplier shall be paid for such supply and delivery of the goods according to the **Indent No.** **--------------------** .marked 3 and in the manner and at the times hereinafter specified.

This contract as herein before defined constitutes the entire agreement between SPC and the supplier and may only be modified or repealed by formal agreement in writing duly executed by the parties or their authorized representatives.

In witness whereof the official Seal to be affixed and the signature of the Authorized officers of the State Pharmaceuticals Corporation of Sri Lanka have set their hands and Suppliers has placed its hand/caused its Common Seal to be affixed hereunto and to two other of the same tenor on this ……………………..2020.

The Common Seal of **---------------- of ----------------** herein.

1. ……………………………………..

 President/Managing Director/C.E.O.

2. ……………………………………..

 Director

**Witnesses**

 Signature Name, Address and ID No.

1. ………………. ……………………………………….

2 ……………….. ……………………………………….

 **Annex 1**

**CONDITIONS OF CONTRACT**

**1. SCOPE OF CONTRACT**

Provide Pharmaceuticals for the Department of Health Services as per the Tender No**. ---------------** closed on **----------------** thereof.

2. **GOODS**

2.1 Supply should be from fresh stocks of recent manufacture conforming to the stipulations in the schedule marked 3 and the samples submitted.

* 1. The goods supplied should have at least **15 months** residual shelf life at the time of receipt in Sri Lanka.
	2. Goods supplied should meet the Dissolution Bio equivalence test requirements where applicable.
	3. SPC reserves the right to :-
1. Reject goods supplied with an inadequate shelf life
2. Call for free replacement of goods or reimbursement of cost so supplied which do not conform to required standards.
3. **FREE REPLACEMENT AND /OR REIMBURSEMENT DUE TO QUALITY ISSUE**
	1. SPC reserves the right to call for the replacement or reimbursement in the event of
		1. Short packing
		2. Loss damage or deterioration of goods supplied (within Shelf Life)
		3. Packs which cannot be identified due to labels falling off.
		4. Goods supplied fails to perform or meet requirements of the specification to the satisfaction of SPC. (quality/standard)
	2. In the event of quality problem, Batch samples would be tested by SPC/its authorized personnel at the NMQAL or its fitness for use will be determined by an expert committee appointed by the relevant Authority.

 Samples from the available batches will be retained by SPC and the balance will be

 destroyed by authorized officers in the presence of supplier and a certificate of

 destruction issued by SPC following destruction.

In case of Batch/Product withdrawals due to quality failure the supplier should reimburse SPC the total value of the entire quantity of either withdrawn batches of withdrawn product with an additional 25% of the total value concerned as an Administrative Cost.

* 1. Withdrawal form use of items due to quality failure found as manufacturer’s fault.
1. In case of batch withdrawal, **value of entire batch quantity supplied** shall be recovered from the supplier.
2. In case of product withdrawal, **value of entire product quantity** supplied shall be recovered from the supplier.
3. In the event of either a) or b) above supplier shall be surchargedthe total **cost involved for MSD, of the quality failed supplies**  with 25% administrative surcharge of the same

1. **VARIATION**

4.1 The SPC may at the time of Award increase or decrease the order by up to 25% without being subject to any change to price or terms and conditions hereof.

. **5. PACKING AND STORAGE**

* 1. Packing of all items should be suitable for storage and use under tropical conditions and sufficient marking should be made on the cases or containers in order to prevent possible mistakes regarding proper storage during transit, particularly for items requiring refrigeration or cool storage.
	2. Containers and closures used should be of such quality so as not to react with the contents while in storage under tropical conditions.

* 1. Approved packing material as per bid document should be used. Use of Rice Straw or other vegetable matter as packing is strictly prohibited (as per regulations passed under the Plant Protection Ordinance Chapter 447).

**6. LABELLING**

6.1 All labels should be printed in English Language and the labeling requirements

 should be according to the specifications required for registration at NMRA as

 follows.

* 1. The approved name found in official pharmacopoeias or formularies. (The source should be stated in abbreviations; e.g. BP or USP etc…)
	2. The brand name
	3. List of the active ingredients showing;
1. The amount of each present in each dosage unit (e.g. per 5ml etc…)
2. A statement of the net contents (e.g. number of dosage units, weight or volume)
	1. Any special storage conditions that may be necessary
	2. Warning and precautions that may be necessary
	3. The Date of manufacture
	4. The Date of expiry where applicable
	5. The batch or lot number assigned by the manufacturer and
	6. The Name and address of manufacturer
	7. Name and address of supplier, if supplier is not the manufacturer

6.2 Labeling of the products ordered under this range of indents, in addition to the labeling requirements stipulated in the BP/USP relevant standards

**7. TERMS OF DELIVERY**

* 1. All items should be **delivered to the warehouse of Medical Supplis Division** and strictly conform to the delivery dates as Copy of Purchase Order marked hereto marked **[Indent Number].**

.

7.2 Requests may be made for supply of goods in more installments than indicated **in the Purchase Order**

* 1. Delivery of all goods should be within the time period/delivery schedule indicated in the Purchase Order

1. **PAYMENT**
	1. Payment local suppliers will be made after 30 days from the date of delivery. Suppliers should forward their bills together with the delivery order **& Local Delivery Confirmation Note** duly acknowledged by the Director, Medical Supplies Division or his authorized officer and frank stamped.
2. **LIQUIDATED DAMAGES**

9.1 In the event of failing to supply the item within the delivery schedule given the Purchase order the item will not be accepted by MSD. However, if the item is still required by Medical Supplies Division and decides to accept the same , a penalty of 0.1% of the total value per day up to 7 days(total of 0.7% for 1st 7days of late delivery), 0.3%per total value per day from 8th to 14th (another 2.1% for 7 days from 8th to 14th day of late delivery),0.5% per total value per day from 15th to 21st day (another 3.5% for the period from 15th to 21st day of late delivery) for the lapsed period will be deducted from your payment as liquidated damage.

In case of an item delivered after 3 weeks, if the item is still required MSD reserves the right to accept maximum penalty of 10% of the total value will be imposed.

1. **PERFORMANCE BOND**

10.1 As security for the due and punctual performance and fulfillment of the terms of this Agreement by the satisfactory completion of the supply and delivery, for the payment of all claims to which SPC may be entitled under the provisions of this Agreement. The supplier has furnished the State Pharmaceuticals Corporation with a Bank Guarantee from a Bank approved by the SPC in the sum **Sri Lankan Rupees [----------------] only (LKR ------------------).**

1. **ARBITRATION**
	1. If any dispute or difference or claim shall arise between the parties as to any point in any agreement or contract arising of the invitation to Bid, or as to any matter or thing of whatsoever nature arising there-under or in connection therewith, then either party shall within 30 days give to the other, notice in writing of such dispute or difference. Such notice shall specify the matters which are in dispute. Such dispute shall be referred to a single arbitrator in case the parties agree upon one; otherwise to three arbitrators; one to be appointed by each party and the third arbitrator by the other two arbitrators. If either party shall refuse or neglect to appoint an arbitrator within twenty days after the other party shall have appointed an arbitrator and given notice thereof requiring such appointment, then the arbitrator appointed as aforesaid shall proceed to hear and determine the matters as if he were and arbitrator appointed by both parties to the dispute.

* 1. The decision or award of the arbitrator or arbitrators (as the case may be) shall be final and binding upon the parties and shall be a prerequisite to any proceedings in a Court of Law.
	2. The arbitrator or arbitrators shall determine by whom, and in what manner, the cost of arbitration (or any party thereof) shall be borne and paid.
	3. The arbitration shall be governed by the Arbitration Act. No. 11 of 1995 Laws of Sri Lanka and shall be held in Sri Lanka.

* 1. Performance of the contract shall continue during arbitration proceedings as far as possible.
1. **LAW**
	1. The Laws of the Democratic Socialist Republic of Sri Lanka shall govern the validity, performance and enforcement of this contract.
2. **INDEMNITY**
	1. The supplier shall at all times keep indemnified the SPC against any and all claims at anytime arising on account of -
3. Patent right or other rights whether from manufacturer or others, from use

 in Sri Lanka of the goods supplied.

1. Product liability claims against SPC arising out of the goods supplied under

this con­tract e.g. due to incorrect labeling, deviation from agreed specifications etc.

1. **WARRANTY**
	1. The supplier warrants that goods supplied shall be of good quality; shall have no defect in manufacture, shall meet all the requirements of the specifications and shall in all aspects suited for the purposes intended the warranty provided by the supplier shall be relied upon and strictly enforced by SPC.
2. **WARRANTY AGAINST BENEFITS**

15.1 The supplier warrants that he/it has not given or promised to give any money or gift to any officer or employee of SPC or any Government instrumentality or employee thereof with the intent or objective of securing the contract.

15.2 Any violation of this warranty shall be sufficient grounds for cancellation or revocation of the contract without any claim against SPC.

1. **ASSIGNMENT**
	1. Supplier shall not without the prior written consent of the SPC assign his contract or part thereof to another.

1. **FORCE MAJEURE**

17.1 The supplier shall not be liable for any delay or failure in making delivery of the sup­plies if it was due to any event which interfered with performance and was beyond the control of the supplier. However, at every time the supplier faces a situation disturbing the due performance of the obligations under this contract due to conditions beyond his/ its control he/it should write to SPC and get its approval. Approval/disapproval will be notified within Seven (7) work­ing days of receipt of same in writing. Parties however shall endeavors to remove any obstacles to performance (when possible) and co-operate to remove the harmful effects as far as practicable.

1. **NOTICE**

18.1 All notices given in respect of this contract shall be deemed to be sufficiently given if sent by **E-mail** addressed to the either party at the respective address` at the beginning hereof written.

**INDENT NO : ----------------**

**ITEM : ------------ OF --------------**

**SUPPLIER : M/s. --------------------------**

 **----------------------------------**

**MANUFACTURER : M/s. ---------------------------**

In witness whereof the official Seal and the signature of the Authorized officers of the State Pharmaceuticals Corporation of Sri Lanka was affixed hereto namely **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ & \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**-----(Signature)--------**

 **(Designation)**

**-----(Signature)--------**

 **(Designation)**

**Witnesses**

 Signature Name, Address and ID No.

 1. ………………. …………………………………

1. ……………….. …………………………………