STATE PHARMACEUTICALS CORPORATION OF SRI LANKA

GLOBAL TENDER

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BID DOCUMENTS FOR PROCUREMENT OF SURGICAL ITEMS FOR THE DEPARTMENT OF HEALTH SERVICES OF THE GOVERNMENT OF SRI LANKA

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STATE PHARMACEUTICALS CORPORATION OF SRI LANKA
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STATE PHARMACEUTICALS CORPORATION OF SRI LANKA

INTRODUCTION

The State Pharmaceuticals Corporation of Sri Lanka (hereinafter referred to also as the Corporation) is a fully Sri Lanka Government owned organization engaged in the procurement of Pharmaceuticals, Surgical Consumable Items, Laboratory Chemical etc., for its own stocks and distribution in the Private Sector, and for use in all Government Health Institutions.

Procurement is mainly by World Wide Bids strictly according to terms and conditions as stated in the documents herewith.

All Pharmaceutical and surgical items imported into Sri Lanka should be those registered with the Cosmetics, Devices & Drugs Authority of Sri Lanka. Therefore, all prospective Bidders should advise their Local Representatives to attend to such Registration. However, the Corporation reserves the right to import items which are unregistered under special circumstances.

Payment for all imports will be by irrevocable Letter of Credit with 90% of the value of the documentary credit being available to the supplier at time of shipment and the balance 10% after 60 days from the date of payment of the first Bill, provided all terms and conditions in the Documentary Credit have been strictly complied with.

All prospective Bidders are advised to read and understand the following conditions covering this Bid as no plea of lack of information or insufficient information will be entertained after closing of Bid.

01. TERMS AND CONDITIONS OF BID

(See Annex 1 A for relevant Bid Number and Closing Date and Time)

Sealed Bids are invited from foreign and local manufacturers/suppliers for the supply of the items indicated in Annex 1A.

Bidders from foreign suppliers or manufacturers should be on CPT/CFR basis (C & F basis).
This tender is subject to the Guidelines on National Procurement Agency. Tender procedure issued by the Ministry of Finance and Planning of the Govt. of Sri Lanka subject to modifications and/or amendments made into it or will be made into it.

02. SUBMISSION OF BID

Bids 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/Procurement Committee, State Pharmaceuticals Corporation of Sri Lanka, No. 75, Sir Baron Jayatillake Mawatha, Colombo 1, Sri Lanka.

Bids, if sent through the Post, should be sent under Registered cover.

A Bidder or his agent may also personally deposit sealed Bids in the Bids Box kept for the purpose of depositing Bid at Room GF 10 in the Ground Floor of the State Pharmaceuticals Corporation of Sri Lanka, No. 75, Sir Baron Jayatillake Mawatha, Colombo 1.

The left hand top-corner of the envelope should indicate the Bid number 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 misplacements or premature opening of offers if the cover has not been marked as given above. Samples should be sent separately and should not be enclosed with Bid.

03. CURRENCY

Bidders 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.

04. FORMAT OF BID

i. Bids should be made out according to the format given in **Annex 1B.**

ii. Bids which are not in the prescribed format or are not in strict conformity with the conditions and requirements laid-down in this Bid schedule may be rejected.

iii. 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 initialed by the person or persons signing the offer.

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

05. LOCAL OFFERS FOR IMPORT AND SUPPLY/OFFERS FROM LOCAL MANUFACTURERS

5A. LOCAL OFFERS FOR IMPORT AND SUPPLY

Local offer for Import and Supply basis is acceptable only if the total value of individual item will not exceeds Rs. 1 Million.

Local offers for items manufactured abroad should give the following information:-

i. C & F price for the product offers

ii. Local charges- (Custom Levies if any clearing and transport within Colombo Municipal Limits if any)

iii. Local agent's commission
(ii) and (iii) will be in SLR.

Bidders could quote for one or more items indicated in the Annex 1 A.

5B. OFFERS FROM LOCAL MANUFACTURERS

5.1 Bids 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 to 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 15% added value in Sri Lanka at ex-factory price. All Bidders offering goods manufactured in Sri Lanka should complete and submit the enclosed 'Domestic Value Added Calculation' form along with their Bid.

(a) Locally manufactured goods should contain local labour, local raw material and local components accounting for at least 15% of the E X W 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 of E X W price.

(b) It is the responsibility of the Bidder to provide acceptable evidence regarding II (a) above, along with his bid for the satisfaction of the Procurement Committee on his eligibility. A Bidder who fails to comply with this condition will not be considered for domestic preference.

5.2 VAT (For local manufacturers and local suppliers only)

(i) If registered for the purpose of VAT, indicate the amount of VAT claimed separately in the bid documents, in additions to the next value of the bid, along with the VAT registration number. Declaration of VAT registration number is a mandatory requirement for determination of Bids and any Bidder who do not declare his/her VAT registration number will be liable for rejection of the Bid.

(ii) If not registered for VAT, indicate the net value of the Bid. Under this category Bidder should obtain a letter from the Commissioner of Inland Revenue Department, certifying that the Company has not been registered for VAT which should be attached to the Bid.

06. BID FEE

A non-refundable Bid Fee of Rs 1000/- should be paid in cash for each set of Bid documents.

07. VALIDITY OF BID

Bidders should keep their offers valid for acceptance for a period of at least **180 days** from the date of closing of Bid. No increase in price will be permitted after opening of Bid. However, the Corporation may solicit the Bidders consent to extend validity of offer and if the Bidder agrees to such request, the validity of the Bid Bond (if available) should also be extended accordingly. The Bidder, however, may refuse such extension of validity period without forfeiting his Bid Bond. The Bidder will not be permitted to modify or amend his Bid if validity is extended.

08. BID OPENING

Bids will be opened 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 A**. One representative of the Bidder or their accredited Agent will be permitted to be present at the time of opening of Bids. Only the copy of the Bid marked 'Original' will be opened at the time of opening of Bids.

The officer 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.

Whether or not a Bid Bond has been submitted, and the amount of Bid Bond if submitted shall also be announced.

09. BONDS/GUARANTEES

Bidder should furnish an unconditional Bid Bond encashable on demand to the value stated against each item in the **Annex 1A** of the tender or for 2% of Bid value, (if a value is not stated in Annex 1 A) in instances where the total Bid value exceeds LKR. 5 Million per item. Bid Bond should be submitted together with the Bid or to reach on or before the closing date of Bid. Bids 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 Bank operating in Sri Lanka. The Bid Bond should be valid for at least 30 days beyond the validity of the offer.

Bid Bond should be submitted by the supplier to reach us on or before closing date and time of Bid. Bids without Bid Bond, will not be considered. The Bid Bond shall be in the form of an Unconditional Guarantee issued by an approved Bank operating in Sri Lanka.

9.1 The Bid Bond issued by the following institutions are acceptable:-

i. A Bank operating in Sri Lanka, approved by the Central Bank of Sri Lanka.
ii. A Bank based in another country but the security or guarantee "Confirmed" by a Bank operating in Sri Lanka.
iii. A Letter of Credit issued by a Foreign Bank, but 'Confirmed' by a Bank operating in Sri Lanka and all charges inside & outside the Bidder's country to Bidder's account.

- iv. A cash deposit
- v. A Bank Draft issued by a Commercial Bank operating in Sri Lanka which Bank is approved by the Central Bank of Sri Lanka.
- vi. Any other Agency approved by the Treasury from time to time.

Master Bid Bonds are not acceptable.

Personal cheques as security are not acceptable.

Bidders which do not comply with this requirements will be rejected. Specimen Format for Bid Bond is annexed.

9.2 PERFORMANCE BOND

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.

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

The Performance Bond shall be as per specimen annexed (**Annexure III)** and issued by A Commercial Bank or an agency approved by the Treasury.

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

9.3 EXEMPTIONS

The following are exempted from refundable Tender Deposits or Bid Bonds provided they have not defaulted on previous occasions:

i. Approved Societies.

ii. State Corporations, Statutory Boards and other State Institutions.

iii. State Trading Organizations of foreign governments (Acceptable documentary evidence should be submitted by representatives of foreign governments in Sri Lanka)

However, this exemption will not apply to non-refundable Bid Fee and the submission of Performance Bond if required.

10. FORCE MAJEURE

In the event of the Supplier's inability to successfully complete contractual obligations in terms of the Letter of Credit and such delay is due to Force Majeure including but not limited to War, Civil Commotion, Fire, Floods, Epidemics, Freight Embargo etc., such delays may be excused and the dates for completion of supply be extended or award cancelled at the discretion of the Procurement Committee

11. ASSIGNMENT OF CONTRACT

No Contract may be assigned or sublet without due authority. The State Pharmaceuticals Corporation reserves to itself the right to refuse to recognise a Power of Attorney issued by the Contractor to any other party authorizing such party to carry on the contract on the contractor's behalf.

12. FRESH STOCKS

Supply should be from fresh stocks of recent manufacture conforming to the stipulated specifications in Annex 1A. At least 2/3rd of the residual shelf life (subject to a minimum of 2 years) should remain at the time of receipt in Sri Lanka. Corporation reserves the right to call for free replacement of goods supplied with inadequate residual shelf life, or reject such consignment and refrain from its clearance from the Port.

13 FREE REPLACEMENT

i. The Corporation reserves the right to call for free replacement or 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.

ii. In the event of a quality problem batch samples will be tested by us at the National Drugs Quality Assurance Laboratory or other recognized Laboratory. We will retain 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.

14. DELIVERY DATES

See **Annex IA** . Successful Bidders should conform strictly to delivery dates. Failure to do so will result in forfeiture of the monies due under the Performance Bond and/or cancellation of the award of Bid. In the event the Corporation purchases the item from another source at a higher price, the defaulting Bidder should pay the total difference of price, to the Corporation. .

Where awards are made to local suppliers we may request supply in more installments then indicated in Annex 1A.

If awarded supplier is 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.

15. PACKING AND STORAGE CONDITIONS

i. Pack Size offered should conform to requirements. Tender 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 Export packing should indicate the required storage temperature for goods which require Refrigeration/Cool Room/ Freezer Storage enabling the cargo handling staff at the Port of Destination to arrange proper storage for such goods immediately on arrival.

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

iv. Final export packing should be in seaworthy strong cases or cartons, stenciled with blue bands in the form of a cross on each face and in addition carrying the shipping marks, details of which will be provided with order. Such export packing should be suitable to withstand the long Journey and rough handling at ports of loading and unloading. Bag cargo should be palletised and shrink wrapped.

v. Humidity in Sri Lanka is usually between *75%* and 100% and temperature is in the range of 50^0F to 91^0F (15^0C to 33^0C).

vi If any damages(s) caused due to non-compliance of packing to the above-mentioned conditions, supplier should bear the cost of damage(s).

16. LABELLING

(a) All labels should be printed in English Language and the labeling requirements stipulated in the British Pharmacopoeia/United States Pharmacopoeia/relevant standard, should be followed.

(b) Labels should carry at least the following information :-

a) Recommended Storage Condition
b) Batch Number
c) Date of Manufacture and Expiry in 2 digits and the year of manufacture and expiry in four digits
d) Name and Address of manufacturer.
e) Name and Address of Supplier, if supplier is not the manufacturer

(c) IDENTIFICATION MARKS

The "State Mark" and "SR No." which will be made available to the successful Bidder should be embossed or imprinted in each item /pack /bottle or on the affixed label.

These marks should be indelible.

All Bidders should indicate in their Bid, as to whether these requirements could be met; which will be taken into consideration at the time of award of tender.

All outer cartons should bear the Batch No. Date of Manufacture and Date of Expiry in size 5cm letters/figures in prominently visible manner. This may be printed, stenciled or label affixed.

17. COUNTRY OF ORIGIN, PORT OF SHIPMENT AND NAME OF MANUFACTURER

Should be given in the quotation for each item offered.

18. QUALITY CERTIFICATE

The Corporation reserves 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 in **Annex 1A.**

19. REGISTRATION

(a) WITH THE COSMETICS, DEVICES AND DRUGS AUTHORITY

All Pharmaceutical/Surgical products imported to Sri Lanka should be registered with the Cosmetics, Devices & Drugs Authority of Sri Lanka. Therefore, all prospective Bidders should advise their Local Representatives to attend to such Registration. However, the Corporation may import drugs/surgical products which are unregistered under special circumstances. Copies of valid registration Certificate should be annexed to the tender offer. Submission of Registration Certificate (with back dates) after the tender opening will not be accepted. However, tenders of suppliers will be accepted if the Local Agent has applied for re-registration at least 06 months before the date of expiry of current registration as per relevant Gazette Notification.

(b) WITH THE REGISTRAR OF PUBLIC CONTRACTS

Awards over Sri Lankan Rupees (LKR) Ten Million should be registered with the Registrar of Public Contracts by the successful tenderer's local agent.

20. SAMPLES

a) * Representative samples in respect of items offered should be submitted to reach us on or before the closing date of Bid.

* All Prospective Bidders are advised to submit their samples through their Local Agents to ensure compliance with this request.

* All samples should be individually packed. The Bid Number, SR Number with Bidder's Name should be clearly indicated in the package.

It should be noted that this is a compulsory requirement and all Bids that do not comply with this requirement will be rejected.

b) If the Bidder does not have a Local Agent then samples should be sent to "STATE PHARMACEUTICALS CORPORATION OF SRI LANKA, *75,* SIR BARON JAYATILLAKE MAWATHA, COLOMBO 1, SRI LANKA." A No-Commercial Value Invoice (indicating nominal value for custom's purpose only) together with Analytical Certificates should be attached to the consignee's copy of Air Waybill and a copy should also be sent direct to the State Pharmaceuticals Corporation, 75, Sir Baron Jayatillake Mawatha, Colombo 1, Sri Lanka. All these documents and all sample packs should bear the Bid Number (without which the customs will not permit clearance).

c) All samples (except bulk drugs or raw materials) must be in their original trade containers properly labeled in the English Language. The labeling requirements stipulated in the BP/USP or relevant standard should be adhered to and the label must specify, where applicable the generic name of the drug, batch No., date of manufacture, date of expiry and name and address of manufacturer, in addition to other relevant details.

d) No Bid offers should be included with samples. Samples should be sent separately from bid offers.

e) Evaluations are done as per specifications published with the Bid documents.

21. TESTING OF PRE-SHIPMENT SAMPLES

(a) The Procurement Committee has the authority to decide whether pre-shipment samples are to be tested. If so the supplier will have to bear the cost of testing.

(b) TESTING OF BATCH SAMPLES

Random batch samples and random post-marketing samples of all goods supplied will be tested at the 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 supplier should agree to replace free of charge the rejected quantity or refund its landed cost within 30 days from the date of intimation.

(c) 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 this tender. e.g. due to incorrect labelling, deviation from agreed specifications etc.

22. PAYMENT / LETTERS OF CREDIT

Payment terms will be by confirmed irrevocable letter of Credit at sight, unless otherwise agreed. Suppliers should strictly conform to the terms and conditions of Indents and Letters of Credit should not request amendments.

* Orders may have to be cancelled and Performance Bond forfeited if suppliers request amendments/extensions to Letter of Credit .

* In particular, please note the following clauses which will be incorporated in our Letter of Credit and which clauses will not be deleted by us.

A certificate from shipping agents in Port of Shipment that cargo and / or interests are carried by a mechanically self-propelled seaworthy vessel classed under Lloyd's Register of Shipping as 100A 1(or equivalent classification in other recognized registers), provided such vessels are not over 15 years of age, or over 15 years but not over 25 years of age, and have an established schedule to load and a regular pattern of trading on an advertised schedule to load and unload at specific ports.

Payment of Irrevocable Letter of Credit may be restricted to 90% of the value of the Bill of Exchange on presentation of such bill. The balance 10% will be paid 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.

Local suppliers should forward their invoices together with the delivery order duly acknowledged by the Director-Medical Supplies Division or his Authorized Officer and frank stamped also with Certificate of Quality.

Special consideration will be granted to the Bidders who offer favorable interest free credit terms and based on period of credit offered.

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 the bulk supply with the samples provided along with the offer.

The suppliers should give the name and address of beneficiary in their original offer and any change will not be accepted after closing of tender. In cases 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 Services Charge of USD 100.00.

23. BANK CHARGES

i. All Bank Charges incurred outside Sri Lanka shall be to the beneficiary'(s) account. Delivery should be made within validity of L/C and extension will be granted only in exceptional circumstances and costs of such extensions will be to the account of beneficiary.

For various reasons this Corporation may have to cancel order placed by Fax or Indent or Letter. Corporation reserves the right to cancel orders or indents for quantities where a firm L/ C has not been established.

ii. NOMINATION OF BANK

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

24. 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.

25. CONTRACT AND ARBITRATION

(A) CONTRACT

The successful supplier should agree to enter into a Contract / Agreement, with the corporation. All stamp fees in connection with this Agreement will have to be borne by the successful supplier. A copy of the Contract / Agreement is attached to the Conditions of Tender.

(B) ARBITRATION

If during the continuance of this Contract or at any time after the termination there of, any differences or disputes which may arise between the parties hereto in regard to the 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.

26. LOCAL AGENT

The supplier shall in his tender indicate name, address, telephone Nos. facsimile Nos/E-mail address of his agent in Sri Lanka and percentage of Commission payable to him in Sri Lankan Rupees.

27. BID 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 Tender Board is final. No correspondence will be entertained from unsuccessful tenderers.

The Tender Board reserves to itself the right without question to .

(a) Accept any Bid, or portion of a Bid;
(b) Accept portions of more than one Bid;
(c) Reject all or any Bids;
(d) Direct that fresh Bids be called for.
(e) Cancel Bid

28. COPY DOCUMENTS

The successful tenderer (supplier) should agree to despatch by fax/courier the following copy documents immediately the goods are put on board/air freighted. E-mail documents are not acceptable.

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 the Date of Manufacture & 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 break-up value of CPT/CFR (into FOB and Freight), Batch Numbers, Date of Manufacture & Expiry in addition to the other details. (Invoice without signature is not acceptable)

Documents in respect of Air Freight 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. Demurrage charges, if any, which become payable due to the supplier's failure to comply with above requirements will be claimed from the supplier.

The suppliers should advice their steamer agents to send a blanket approval to their local agent to issue delivery orders to this Corporation on submission of bank guarantee.

29. BIDS FROM THOSE OTHER THAN MANUFACTURERS

Bids for supply of goods which are not manufactured by the Bidder should be supported by a Certificate of Authority issued by the Manufacturer indicating that the Bidder has been duly authorized to supply the goods tendered for. Failure to comply may result in the offer being rejected.

30. EXAMINATION, EVALUATION AND COMPARISON OF OFFERS

The purpose of bid evaluation is to determine the lowest evaluated bid which conforms to the given specifications from the substantially responsive bids received.

(i) Preliminary examination

The offers received will be examined to determine whether they are complete, whether they are from eligible tenders, whether required bid bond has been furnished in required format, whether the document has been properly signed, whether there is only one offer, whether any computational errors and whether the samples are provided if required and whether the specimen tender form at Annex I and I B has been followed and the price schedule as per Annex I B has been followed.

(ii) Prior to detailed evaluation

It will determine the substantial responsiveness of each offer to the Bid documents as pursuant to clause 30(i). A substantially responsive bid is one which conform to all the conditions described in clause 30(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 30 i & 30. ii will be further evaluated.

(iii) The Corporation will also examine the Bids in order to ensure the correctness of the Tenders, Arithmetical errors if any, will be corrected on the following basis :-

a) If Discrepancy is between Unit Price and Total Price, then the Unit Price shall prevail and the Total Price will be corrected.

b) If Discrepancy appears between words and figures, the amount in words will prevail.

c) If a Discrepancy appears between the original bid and the duplicate, the original will prevail.

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

This Corporation reserves the right to nominate suitable persons to inspect the production and quality control facilities of tenderers and manufactures and their records. Such an audit will be done during normal working hours.

Bidders, who refuse permission to our nominees to carry out such an audit will be automatically disqualified from the Bid.

If there is any disagreement on quality failures found at the SPC Laboratory, the suppliers or their representatives could personally observe the tests done at our Laboratory.

31. AMENDMENT

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

Where a supplier is tendering for a product which has not been supplied before, or where a supplier is not well known for a particular product, the Procurement Committee reserves the right to purchase only part quality from such supplier, and to purchase the balance quantity from another supplier.

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

32. ALTERNATIVE BIDS

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

33. TERMS AND CONDITIONS

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.

CHAIRMAN-PROCUREMENT COMMITTEE
(STATE PHARMACEUTICALS CORPORATION OF SRI LANKA)
75, Sir Baron Jayathilaka Mawatha,
Colombo 01
Sri Lanka.

STATE PHARMACEUTICALS CORPORATION – BID FORM

Annex I (B)

(To be submitted in duplicate

(Bidders should prepare their own forms as per this format. Offers which are not as per the format are liable to be rejected).

BID NO ..... Closing on : .....
Name & Address of Manufacture :
Name & Address of Bidder :

SR NO/ITEM NO.	FULL DESCRIPTION OF ITEM OFFERED AND THE STANDARD	PACK SIZE OF FERED	QTY OFFERED	UNIT C & F PRICE (PER PACK) & CURRENCY	TOTAL C & F VALUE	LOCAL CHARGES IF ANY	PROBABLE SHIPMENT DATE	CDDA REGISTRATION CERTIFICATE NO & DATE OF EXPIRY	SHELE LIFE	COUNTRY OF ORIGIN	PORT OF SHIPMENT

1. Cost of Inspection Certificate (If not included in the C & F price) .....
   Indicate from whom independent Pre-shipment Certificate of Quality, Quantity and Loading will be submitted.

2. Indicate date when samples were submitted :- .....
3. Indicate Bid Bond No, Value and Validity (Where applicable) :- .....
4. Quotation valid upto : .....
5. Local manufacturers/Importers should also indicate Local delivery charges to Stores at Medical Supplies Division, No. 357, Baddegama Wimalawansa Thero Mawatha, Colombo 10.
6.

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 free of charge replacement of the rejected quantity or its value at landed cost will be supplied/reimbursed.

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 :

Also inform your terms and conditions and special instructions- for opening of Letters of Credit in the event of an award in your favour.

Details of Accredited Agent in Sri Lanka

Name

Postal Address
Telephone No.

E-mail
Fax No.

* Percentage and SLR value of commission paid to the Local Agent.
(Included in the C & F price quoted)

Annex I

SPECIMEN FORM OF TENDER (SUPPLIES)

Chairman,
Standing Cabinet Appointed / Ministry/Corporation Procurement Committee
.....
.....

BID FOR THE SUPPLY OF
.....
BID NO .....

1. I/ We, the undersigned, having read and fully acquainted myself/ourselves with the contents of the Conditions of Bid and Contract and Schedule 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 I 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
   (2) Documentary evidence to establish Registration of product with the Cosmetics Devices & Drugs Authority Certificate No .....
   (3) Documentary evidence to establish that goods offered are from an eligible source and origin. (Document as required in Para. 18 of the conditions of the Tender).
   (4) Bid Bond No.
   (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 Tenders or to accept any part of a Bid without assigning any reasons therefore.

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: . .....
   Fax:. .....
   Date: .....

Annex II

SPECIMEN FORM OF BID SECURITY

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 tenders in similar terms for the construction/supply and installation of .....and works associated therewith (hereinafter called "the Works") and to submit the same for the consideration of the Authority, and the Bidder proposes to submit to the Authority a tender (hereinafter called "the Tender") 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 tenders, 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 Tender.

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 ..... In the capacity of .....

and by ..... and by .....

in the capacity of ..... In the capacity of .....

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

Annex III

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 V

DOMESTIC PREFERENCE TO LOCAL MANUFACTURERS

FORM TO BE FILLED UP BY LOCAL MANUFACTURERS, WHO QUOTE ON BIDS

	Item Description	Price
(1)	CIF cost of Raw Material	
(2)	Taxes: (a) Customs Duty (b) Other taxes and levies paid to the Customs (c) SLPA charges	
(3)	Any other expenses borne by the Bidder for importation of Raw-materials	
(4)	Value of input of local labour	
(5)	Value of local Raw-Materials	
(6)	Value of any other local components used (give details)	
(7)	Value of any other local taxes payable	
(8)	Any other costs	
(9)	Total bid price of Serial No (1) to (8)	
(10)	Financing cost, factory overheads depreciation of machineries and profit margin	
(11)	VAT	
(12)	Total bid price (9+10+11)	

Name of the Bidder :..... Name of the company :.....

Signature :..... Phone Number :.....

Address :..... Date :.....

I/We certify that the above particulars are correct

Name of the Company of the Local Manufacturer :

Name of the Authorized Officer and the Phone Number :

Signature:

Company Seal:

Date:

NOTE FOR FILLING UP OF FORM:

1. **Serial No. 2(b) : Other taxes and levies paid to the Customs**
   Should include only port and airport tax and VAT paid on raw materials at point of import.

2. **Serial No . 2(c) SLPA Charges**
   Not to include port and airport levy (which should be included under 2(b)
   To include only expenses other than what comes under charges for raw materials from port to the factory (Serial No . 3)

3. **Serial No. 6**
   To include packing materials

4. **Serial No 7: Any other local taxes**
   To include taxes such as excise duty and municipal rates; and not to include VAT (which should be include under Serial No .2 (b)

5. **Serial No 8: Any other costs**
   Any other costs should be clearly specified by the Bidder
6. Bids should give proof of payment of taxes and VAT, and should give VAT and Tax Registration Numbers.
7. Bids should use the same currency in filling up the schedules of offers and the Form for eligibility of ' Domestic Preference"

8. It is the responsibility of the Bids to provide acceptable evidence along with his Bid for the satisfaction of the Procurement Committee on his eligibility. Bidders who fail to comply with these conditions should not be considered for Domestic Preference.

STATE PHARMACEUTICALS CORPORATION OF SRI LANKA
(Established under the State Industrial Corporation Act, No. 49 of *1957)*
NO. 75, Sir Baron Jayatillake Mawatha, Colombo 01. Sri Lanka.
Telephone (00)94-1-326227 or 2391538 Fax: (00)94-11-2446204
E-mail: dgmcomm@spc.lk or managerimp2spc.lk

Annex VI

DEMOCRATIC SOCIALIST REPUBLIC OF SRI LANKA

This AGREEMENT made and entered into between the State Pharmaceuticals Corporation having the Registered Office at *75,* Sir Baron Jayatilake Mawatha, Colombo 01, Sri Lanka (hereinafter called the "SPC" which terms or expression shall mean and include the said State Pharmaceuticals Corporation and its successors and permitted assigns) of the One Part and..... of ..... 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 .... for the supply and delivery of.....in the manner and quantities as per the .....marked..... here of.

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. The following documents:

   (a) Bid documents specifications marked
   (b) Conditions of contract marked
   (c).....marked
   (d).....marked

   (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 accordingly to the ..... marked 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 SPC has caused its Common Seal to be affixed and . ... (Supplier has placed its hand/caused its Common Seal to be affixed hereunto and to two other of the same tenor on this

.....

The Common Seal of the.....)

.....)

.....)

.....)

.....herein.

Witnesses :

1.

2.

ANNEX V

CONDITIONS OF CONTRACT

01. SCOPE OF CONTRACT

1.1 Provide Surgical Consumable Items, Pharmaceuticals for the Department of Health Services/ Pharmaceutical and or Bulk Drugs and Surgical Consumable items as per the Tender Number ..... hereof.

02. GOODS

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

2.2 The goods supplied should have at least 2/3rd of the residual shelf life (subject to a minimum of 2 years) at the time of receipt in Sri Lanka.

2.3 Goods supplied should meet the Dissolution Bio equivalence test requirements where applicable.

2.4 SPC reserves the right to:-

(a) Reject goods supplied with an inadequate shelf life and refrain from clearance from port or,

(b) Call for free replacement of goods or reimbursement of cost so supplied which do not conform to required standards.

03. FREE REPLACEMENT

3.1 SPC reserves the right to call for free replacement or reimbursement in the event of

3.1.1 Short packing

3.1.2 Loss/damage or deterioration of goods supplied within the shelf-life

3.1.3 Packs which cannot be identified due to labels falling off.

3.1.4 Goods supplied fails to perform or meet requirements of the specification to the satisfaction of SPC.

3.1.5 In the event of a quality problems, batch samples would be tested by SPC or its authorised personnel at the National Drug Quality Assurance Laboratory. Samples from the available batch will be retained by the SPC and the balance will be destroyed by SPC in the presence of the Local Agent and a certificate of destruction issued by SPC. The supplier agree to reimburse the SPC the landed cost of the total quantity rejected.

04. VARIATION

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

05. PACKING AND STORAGE

5.1 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.

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

5.3 Export packing should be in seaworthy strong cases or cartons to prevent damage in transit and should:-

- 5.3.1 Indicate recommended storage temperature for goods which require cool/cold or freezer storage.
- 5.3.2 Stencilled blue bands in the form of a cross on each face.
- 5.3.3 Carry shipping marks – details provided by SPC with order.
- 5.3.4 Be palletized and shrink wrapped if it is Bag Cargo.
- 5.3.5 Should carry Batch No./Exp. Date.

5.4 Approved packing material as per tender 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). In the event of such material being used extra costs incurred by SPC by way of fumigation charges, penalty rates, demurrage etc., in clearing such consignment from the port would be debited and payable as extra costs by the supplier.

06. LABELLING

6.1 All labels should be printed in English Language and the labeling requirements stipulated in the British Pharmacopoeia/relevant standard should be followed.

6.2 Labels should carry at least the following information:-

a) Name of item
b) Recommended storage conditions
c) Batch Number
d) Date of manufacture
e) Date of expiry
f) Name and address of manufacturer
g) Name and address of supplier, if supplier is not the manufacturer
h) State logos/DHS mark/SPC mark

07. IDENTIFICATION MARKS

7.1 The "State Mark" and "SR No." made available by SPC should be embossed or imprinted in each (item) ampoule/vial/pack/bottle or on the affixed label. These marks should be indelible.

08. TERMS OF DELIVERY

8.1 SPC may nominate Independent Competent Authorities for issue of shipment Inspection Certificate (Certificate of Quality, Quantity and Loading) cost of such certificate should be borne by the supplier.

8.2 All items should be shipped to the destination and strictly conform to the delivery dates as per schedule I hereto marked .....

8.3 If the supplier fails to make deliveries within the time specified by the SPC (without prejudice to the other rights of SPC resulting from breach of the contract conditions) May be written notice to the supplier terminate the right of the supplier to proceed with any or all of the remaining part of the contract as provided for in clause 9 hereof in addition the SPC reserves the right to purchase from other sources any or all undelivered items and to recover excess costs from the supplier.

8.4 In case of local suppliers, requests may be made for supply of goods in more instalments than indicated in Annex 1A.

8.5 Delivery of all goods should be within the period of validity of the Letter of Credit, Except in exceptional circumstances no extensions will be granted. Cost of such extension in any would be borne by the supplier.

09. PAYMENT

9.1 All payment will be on confirmed irrevocable Letter of Credit payable at sight (unless otherwise agreed)

9.2 Currency would be according to the conditions of Bid as quoted by the supplier.

9.3 Suppliers should strictly confirm the terms and conditions of SPC Indents and Letters of Credit and should not request amendments.

Requests for amendments/extensions to Letter of Credit may result in cancellation of order and forfeiture of the Performance Bond.

9.4 The clause incorporated in the SPC Letter of Credit requiring a certificate from shipping agents in Port of Shipment that cargo and / or interests are carried by a mechanically self-propelled seaworthy vessel classed under Lioyd's Register of Shipping as 100A 1(or equivalent classification in other recognized registers), provided such vessels are not over 15 years of age, or over 15 years but not over 25 years of age, and have an established schedule to load and a regular pattern of trading on an advertised schedule to load and unload at specific ports would not be deleted under any circumstances.

9.5 Payment of irrevocable Letter of Credit may be restricted to 90% of the value of the Bill of Exchange on presentation of such bill. The balance 10% will be paid 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.

9.6 Payment to local suppliers will be made after 30 days from the date of delivery. Suppliers should forward their Bills together with the delivery order duly acknowledged by the Director, Medical Supplies Division or his Authorised Officer and frank stamped.

9.7 All Bank charges incurred outside Sri Lanka shall be borne by the supplier.

10. LIQUIDATED DAMAGES

10.1 Delivery of goods shall not be later than the time specified in Annex 1A herein. Failure to deliver within the time specified and in the absence of Force Majeure there shall be deducted from the contract price as liquidated damages (not as a penalty) a sum of Rupees..... ...(Rs .....) for each seven days of delay or part there of commencing from the last date of the due date of delivery of such undelivered item of goods. The amount of liquidated damages shall however be subject to a maximum limitation of ten (10) percent of the unit delivered price for each item so delayed. Delays in excess of ..... days from date of due delivery will be cause for determination and forfeiture of the Performance Bond after written notice is given to the supplier.

11. PERFORMANCE BOND

11.1 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 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 of Rupees ..... (Rs. .....)

12. ARBITRATION

12.1 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 tender, 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.

12.2 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 ay proceedings in a Court of Law.

12.3 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.

12.4 The arbitration shall be governed by the Arbitration Act. No. 11 of 1995 of Sri Lanka and shall be held in Sri Lanka.

12.5 Performance of the contract shall continue during arbitration proceedings as far as possible.

13. LAW

13.1 The Laws of the Democratic Socialist Republic of Sri Lanka shall govern the validity, performance and enforcement of this contract.

14. INDEMNITY

14.1 The supplier shall at all times keep indemnified the SPC against any and all claims at anytime arising on account of .

(a) Patent right or other rights whether from manufacturer or others, from use in Sri Lanka of the goods supplied.

(b) Product liability claims against SPC arising out of the goods supplied under this contract e.g. due to incorrect labelling, deviation from agreed specifications etc.

15. WARRANTY

15.1 The supplier warrants that goods supplied shall be of recent manufacture and 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.

16. WARRANTY AGAINST BENEFITS

16.1 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.

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

17. LOCAL AGENT

17.1 Suppliers acting through local agents should indicate names aad addresses and telephone/ fascimile/E-mail Nos. of the agents in Sri Lanka.

18. ASSIGNMENT

18.1 Supplier shall not without the written consent of the SPC assign his contract or part thereof to another.

19. STAMP DUTY

19.1 The supplier should pay any stamp duties payable under the Stamps Act in respect of the contract.

20. FORCE MAJEURE

20.1 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 ..... 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 .

21. NOTICE

21.1 All notices given in respect of this contract shall be deemed to be sufficiently given if sent by registered post addressed to the ..... at the respective addresses at the beginning hereof written.

The common seal of.....)

hereto .....)
.....)
.....)
.....)

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