TÜRKİYE ODALAR VE BORSALAR BİRLİĞİ

BSM5NZLY9S

Dumlupınar Bulvarı No:252 (Eskişehir Yolu 9. Km.) 06530 /ANKARA   www.tobb.org.tr - tobb@hs01.kep.tr

Sayı : E-34221550-720-8411   **Tarih**: 03.08.2023
Konu : Sri Lanka İlaç Kurumu Tarafından Yayımlanan İhale Belgeleri

TÜM ODA VE BORSALARA
(Genel Sekreterlik)

İlgi: Ticaret Bakanlığı İhracat Genel Müdürlüğü'nden alınan 01.08.2023 tarihli ve E-68460249-724.01.01-00087683073 sayılı yazı

İlgide kayıtlı yazıda Sri Lanka İlaç Kurumunun tıbbi malzeme temini için yayımladığı ve örnekleri ilişikte sunulan ihale duyuruları hakkında bilgi verilmektedir. Söz konusu ihalelerin kapanışlarının 21 Ağustos - 1 Eylül 2023 tarihleri arasında olduğu bildirilmiştir.

Bilgilerinizi ve bahse konu ihalelerin ilgili üyelerinize e-posta ile duyurulması hususunda gereğini rica ederim.

Saygılarımla,

e-imza
Ali Emre YURDAKUL
Genel Sekreter Yardımcısı

EK: Sri Lanka İlaç Kurumu Tarafından Yayımlanan İhale Belgeleri_Ek_İhale belgeleri (5)

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ANNEX – 1

BID NO. : DHS/SUS/WW/67/24
DATE OF ISSUE : 11TH JULY 2023
CLOSING DATE & TIME : 21ST AUGUST 2023 AT 09.00 HOURS SRI LANKA TIME

Special Conditions for tendering :

1. Offers should be accompanied with the valid registration certificate issued by the National Medicine Regulatory Authority in Sri Lanka
2. Offered item should bear both our SR number and the Item number. However at the bid opening only the item numbers will be read out. Therefore price quoted should be shown against each item number.
3. If the shipment is being effected on FCL basis both FOB and Freight charges should be quoted separately against each item in addition to quoted C & F price.
4. The volume of the total quantity of each item should be given in cubic meters (m^3)
5. **Foreign offers should be on C & F (CPT/CFR) Colombo basis. FOB offers are not acceptable. If offers are received on Import & Supply basis from local suppliers, those offers should be in LKR. All local suppliers/manufacturers should quote in LKR for the total delivery price to MSD stores.**
6. **Fax/E-mail offers directly sent to State Pharmaceuticals Corporation are not acceptable. Tenderers are requested to draw their attention to the clause "Submission of Bids" of the bid document in this regard.**
7. 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.
8. The original payment receipt has to be annexed to the offer. Offers without same will be rejected.
9. We reserve the right to reject offers which do not comply above.
10. The offer should be valid up to 17.02.2024

CONDITIONS FOR SUPPLY OF SURGICAL ITEMS

(a) Part A-General Order Conditions (GOC) of Supply

1. The consignments supplied in respect of an order concerned, shall exactly match with the reference sample submitted and the product information (item descriptions, shelf life/warranty where applicable, manufacturer²s name, country of manufacture, country of origin, etc.) provided in the bid document by the supplier, which has been accepted by the procurement committee, and included in the Indent / Purchase Order (PO), issued by SPC.

2. All items shall be supplied, sourcing from the manufacturer and country of manufacturer, stated in the Purchase Order (PO)/Indent of SPC and wherever applicable shall have a valid product registration from NMRA.

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

When the validity of the product/manufacturing licenses and registrations of NMRA (eg; manufacturing license, product registration and GMP certificates), of local manufacturers / local suppliers, lapses during the year or during the period of supply (delivery schedule), it shall be extended / renewed by the supplier.

A certified copies of afore mentioned valid certificates shall be submitted to MSD by the supplier when deliveries are made.

4. The number of batches per consignment shall be minimal. Batch quantity shall be an equal multiple of the quantity of the consignment and the proportionate size of the batch quantity shall be not less than 15% of the quantity in the consignment.

5. If MSD decides to accept consignment, with deviations from certain tender conditions (eg: with regard to labeling/packaging or any other rectifiable defect at the time of receipt in Sri Lanka due to an urgency, that shall be done subject to, either rectifying the defect within 05 working days by the supplier, or recovering the total cost [a] of rectifying the defect by MSD (via a duly contracted third party providing such services), from the supplier with a 25% administrative charge on the labeling cost. (total charge = [a]+[a]x0.25) or 2% of the invoiced value, whichever is the highest.

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

6. The specifications of the product offered by the suppliers in the tender, shall match with the tender specifications for the item and **any form of alternate offers for the same, will not be entertained,** when there are product/s offered in compliance with the tender specification.

Shelf life & Warrantees

7. In respect of Non consumables; laboratory items and surgical items: Manufacturer or supplier or local agent shall provide a warranty for a period, not less than as specified in the specification of the item and /or it²s sub components/articles supplied (eg: Special Instrument sets), unless otherwise agreed upon prior to awarding the tender.

The supplier²s invoice shall indicate, the validity period of the warrantee from the date of receiving goods at MSD and a warrantee card with all details, including the local contact details of warrantee services provider, shall also be inserted in each individual pack.

Foreign suppliers of all such items shall have their own local agent in Sri Lanka, capable of providing technical support, repair and spares, when necessary (**This clause No. 07 is not applicable for all Pharmaceuticals and all Consumable Surgical & Laboratory items)**

8. Freshly manufactured stocks of the product shall be supplied; thereby the residual Shelf Life (shelf life remaining at the time of delivery of goods in Sri Lanka/MSD stores/Sri Lanka) of the product, shall be 85% of the product shelf life specified in Indent/PO or as certified in the product registration certificate or indicated in any other way by NMRA)

(a) When the shelf life is not specified in the indent/PO/item spec; the requested shelf life shall be considered as, 36 months for surgical items. (Shelf life of not applicable for surgical non-consumables) and 24 months for Pharma/Laboratory items. The Difference of the residual and requested product shelf life shall not exceed 1/6th (one sixth) of the original product shelf life.

(b) In the violation of the above tender condition, Director/MSD reserves the right to accept a reduced quantity, that is usable (as per the actual consumption rate) up to three months before the expiry of same and will subject to application of a penalty (as clause No. 37 and footnote 01)

Standards & Quality

9. Standards; In respect of all Pharmaceutical products supplied, shall comply Pharmacopoeia Standards that are indicated in the item specifications, other Pharmacopoeia Standards accepted in the product registration by the National Medicines Regulatory Authority.

10. As per the product registration dossier approved by NMRA, the product information leaflet (PIL) for the Pharmaceuticals items and the user manual/instruction pamphlet for surgical items. With information to users regarding the; storage conditions, maintenance, and other product compatibilities, shall be provided with the product, for acceptance of goods by MSD.

Any product deficient of or incompatible with, its sub-components/accessories, not at the specified quality standards or all its components not unitized appropriately in packaging (as a set) shall be rejected.

11. Withdrawal from use of items due to quality failure found as manufacturer²s/Supplier²s fault:

(a). In case of batch withdrawal, **value of entire batch quantity supplied** shall be recovered from the supplier.

(b).In case of product withdrawal, **value of entire product quantity** supplied shall be recovered from the supplier.

(c). In the event of either a) or b) above, supplier shall be charged the total **cost involved for MSD, of the quality failed supplies** with 25% administrative charge of the same**.**

12. The storage conditions and the packing requirements of the product shall conform to the information given by the manufacturer and accepted by NMRA for the product registration or shall conform to the information submitted for waiver of registration granted by NMRA in exceptional circumstances.(refer clause No.24)

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

13. Immediately after delivery at MSD, the consignments shall be subjected to testing appropriately drawn, one random batch sample (Post-delivery sample) of the consignment at a government/semi-government/accredited laboratory (to be selectively applied for Surgical & Lab items, depending on availability of testing methodology and facilities)

If the sample is found to be substandard, random batch samples will be tested from all the batches/lots in the consignment, and entire expenses on such tests, like value of samples, transport, sampling and testing charges, etc, will be recovered from the supplier.

14. Consignments supplied to MSD violating the storage conditions indicated on product labels and/or product information leaflet (as accepted for product registration at NMRA), shall be considered as quality affected consignments and quality assurance of such consignments shall be carried out by post-delivery testing at government / semi government laboratory in Sri Lanka or at an accredited laboratory (foreign/local). All the expenses on such an event, including storage cost shall be borne by the supplier. If found to be quality affected the consignment will be treated as quality failed (as clause No.11).

15. **Pack size, Labeling & Packaging**

Offers for pack sizes at a lower level(smaller quantity per pack) than the pack size specified in the item description/specification and MSD order List, are also acceptable, but higher level (larger quantity per pack) pack sizes will not be entertained unless otherwise offered with the original bid and accepted by the procurement committee, with the concurrence of MSD.

16. In respect of bulk packs (not applicable for blister/strip packs), ³DHS´ mark shall be ;
(a). embossed or printed in case of tablets
(b). printed in case of capsules

Above condition can be waved off, if the purchase order quantity is less than 100,000 tablets/capsules, with deliveries in one/more lots **or** when an exemption is notified in the special order conditions of the relevant MSD order list (**This clause No. 16 is not applicable for all consumable and Non consumable Surgical and Laboratory Items)**

17. Each; innermost pack, vial/ampoule, pre-filled syringe or bottle, shall bear the item Description, SR No, Batch No/Lot no., Product Reference/Catalogue Nos of Surgical items), Date of Manufacture, Date of Expiry (of consumables only) and ³STATE LOGO´ of Government of Sri Lanka.

It is essential to include and exactly match the dates of Expiry (not applicable for Surgical Non-consumables) & date of Manufacture (in any form as ³Year & Month´ or ³No Exp.´), in the innermost pack and supplier²s invoice.

18. Description of the Item, SR No, Date of Manufacture, Date of Expiry, Batch No, Name and address of manufacturer and ³STATE LOGO´ of Sri Lanka Government shall be clearly marked on the outer covering of the individual/innermost pack containing the minimum unit of measure, including blister & strip cards and on the outer cover of the carton/box.
Any deviations of the Date of Manufacture (DOM)/ Date of Expiry(DOE)declared in the offer shall be approved by MSD and DOM & DOE shall consist of at least the year & month.

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

20. Batch Number of the product shall be separately Barcoded (in Code 128 or 2D formats) and Barcode shall be printed on the labels at all levels of packing as described below, conforming to the industry standards in Barcode printing and pasting.
Format shall be according to Code 128 or 2D standards.
Maximum barcode size shall be 5.0cm (length) x 2.5cm (width).

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

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

Storage Conditions & Temperature

22. If the storage temperature & conditions are not specified in the item specification, NMRA accepted product storage conditions, shall conform to Sri Lankan ambient storage conditions in the ranges of 30^0c +/- 2^0c temperature and 75% +/-5% relative humidity. The product storage conditions shall be clearly indicated at all levels of labels/packages/boxes.

23. Maintenance of Cold Chain;

a. In case of cold storage items, cold chain monitors (temperature recording devices) shall be included for each carton and the cold chain shall be maintained according to the manufacturer²s instructions during storage, transport and delivery.

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

c. If the cold chain break is observed at the time of taking over the consignments by MSD, such consignments shall be rejected, indicating the reason on the relevant **WDN or copy of the delivery documents.** In such an event, the SPC shall arrange necessary cold storage for the consignment until ±observed cold chain break² is investigated leading to acceptance / total rejection of consignment and the expenses born by MSD / SPC in arranging the cold storage shall be recovered from the supplier.

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

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

24. In respect of the products requiring controlled temperature storage (Eg. < 25^0c, 2-25^0c, 15-20^0c/30^0c, 2-8^0c etc.), supplier shall provide MSD with latest product stability study reports with the invoice of the consignment.(report shall include studies; at 30^0c +/- 2^0c & 75% +/- 5% RH for **AC stored** items and at 25^0c +/- 2^0c & 60% +/- 5% RH for **Cold stored** items. It shall be a true copy of the latest report submitted to NMRA or a report issued within last 05 years). (refer clause No.12)

Delivery Requirements

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

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

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

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

(a). A penalty of 0.5% per day of the consignment value, calculated commencing from the 15th day up to 60th day delay from the due delivery date, as per the indent/PO or its² latest amended delivery schedules.

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

28. (i). If any local purchases were to be made by MSD/SPC to ensure continuity of supply (due to noncompliance of Indent/PO/its² amended; delivery schedule); in the ensuing period inclusive of the grace period for delivery from due delivery date, extra expenditure incurred on such local purchases, over the landed cost of relevant SPC main order, shall be recovered from the supplier.

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

29. In respect of local manufacturers/ local suppliers, all deliveries shall be made only on week days excluding public holidays, also allowing adequate time to enable the completion of the receiving process at MSD stores before 3.30 p.m. In the event of failure to meet this deadline due to supplier²s fault (eg. In delivery; time, product, document, etc.) goods shall be accepted on the following working day, such date shall be counted for working out penalties as per No. 27 (regarding defaulted consignment) of the conditions of supply.
As an alternative, supplier can request MSD to take over the consignment on the same day, subject to settling all other expenses (i.e. staff OT, forklift charge, etc.) of MSD, by the supplier.

30. The extension of L/C²s overstepping delivery schedules in the Indent/PO/its² amendments, shall not in any way affect the recovery of late delivery charges, as per Condition No. 27 (regarding defaulted consignments) and any other direct or indirect additional costs/liquidated damages, relating/consequent to extension of L/C.

31. When adequate storage space is not available at MSD, to accept a delivery defaulted consignment (deviating from the delivery schedule in the Indent/PO/its² amendments) under the condition No. 27, any additional expenses caused to MSD or SPC in arranging temporary external storage and other expenses (eg. demurrage, detention, container storage, re-handling cum transport, etc.) shall be borne by the supplier.

Documents & Information

32. MSD Order No, Item Description, SR No, Batch No., Date of Manufacture, Date of Expiry and product Storage Condition, shall be indicated in all Supply Invoices and detailed Packing Lists.

33. One of the tender samples of the selected bid shall be forwarded to MSD, for using as a reference sample (can make it; a part of the last consignment or a returnable to supplier) for checking the conformity of the consignments received under the indent/PO. (applicable for all surgical items and laboratory regular items except when specified in respective order lists).

The product artwork or dimensional detail diagrams, product Catalogues and Catalog No²s, as necessary for the surgical items (**not relevant to pharmaceutical & Laboratory items)** shall be provided with the bid document, for reference in the; tender evaluation by SPC, ascertaining (before awarding) user acceptance of deviations from the spec by MSD and inspecting the consignments delivered to MSD.

The artwork of the; specimen labels, minimum pack and outer most box/shipper carton, that satisfies the above mentioned labeling conditions shall be provided before signing the contract with the performance bond.

34 The supplier shall submit all shipping documents to (Including Bills of Lading / Draft Air Way Bills etc.) SPC Imports department and MSD by e-mail (**follow instructions in website www.msd.gov.lk**), at least 03 days before the Expected Time of Arrival (ETA) of sea freighted consignments & 02 days before the ETA of Air freighted consignments.

35. After releasing the Indent/PO or establishing L/C, the latest logistical position of manufacturing & supply on the Indent/PO, shall be updated biweekly through e-mails to SPC with a copy to MSD by the supplier.(follow instructions in the website www.msd.gov.lk)
If it is not complied or the information so provided are found to be incomplete/false, the grace period (for supply delays) mentioned in the condition No. 27 will not be applicable.

Common conditions

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

37. Administrative surcharge of 25%(on the value of goods), will be applied for tender condition violations that cause deficiencies in supply with respect to; quality, standards & specifications, short packing & short supply or delayed delivery as per the cabinet decision. **(eg. As in conditions No. 08,05,10,13)**

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

(b) Part B-Special Order Conditions (SOC) of Supply

Note: SOCs are used, when it is really necessary to enable, item/order list specific deviations from the GOC clauses that are applicable to all or selected items in the order list concerned and in which case the relevant order list No. and SR No. s, shall be indicated separately against each clause of SOC, with the counter signature of Director (MSD) to make it effective.

(i) -

(ii) -

(iii) -

Sufficient quantity of samples should be forwarded for evaluation.

Special Conditions

- Suppliers should submit all shipping documents including the Bill of lading or Air Way Bill to SPC at least 2-3 days prior to arrival of the consignments to prevent any delay in clearance.

- In the event of an award made to you on this tender, SPC reserve the right to cancel/suspend the procuring of said order in any stage, if you would be placed the defaulted supplier's list due to quality failure found in your previous supplies made to SPC or non compliance of contractual agreement.

- This bid is administered by the provisions of the "Public Contract Act No. 3 of 1987" and therefore, in the event bidder is to retain an agent, representative, nominee for and on behalf of Bid or shall register himself and such public contact act in accordance with the section 10 of the Public Contract Act and produce such valid original certificate of registration with the bid.

- 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.

- Destination Terminal Handling charges (THC) should be borne by the supplier at the Port of Loading. Hence when the C&F prices are quoted this should be inclusive of THC.

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

- In the event of delivery of consignments deviating from given delivery schedule by MSD due to default of supplier and same is rejected due lack of storage space available at MSD warehouses, any resulting demurrage charges incurred shall be borne by the suppliers concerned.

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

BID NO: DHS/SUS/WW/67/24 CLOSING ON : 21.08.2023 at 9.00 a.m.

ORDER LIST NUMBER: 2024/SPC/A/C/S/00243

ITEM NO	SR NO	ITEM	QTY Nos.	DELIVERY	Bid Bond value (LKR)
1	13300102	Tricuspid Valve Annuloplasty Ring and Band, size 26mm, sterile.	2	2-Jan/2024	N/A
2	13300104	Tricuspid Valve Annuloplasty Ring and Band, size 28mm, sterile.	3	3-Jan/2024	N/A
3	13300106	Tricuspid Valve Annuloplasty Ring and Band, size 30 mm, sterile.	3	3-Jan/2024	N/A
4	13300108	Tricuspid Valve Annuloplasty Ring and Band, size 32 mm, sterile.	3	3-Jan/2024	N/A
5	13300110	Tricuspid Valve Annuloplasty Ring and Band, size 34mm, sterile.	2	2-Jan/2024	N/A
6	13300403	Mechanical Bileaflet Heart Valve, MITRAL, size 21mm, sterile.	1	1-Jan/2024	N/A
7	13300405	Mechanical Bileaflet Heart Valve, MITRAL, size 23mm, sterile.	7	7-Jan/2024	32,050.00
8	13300407	Mechanical Bileaflet Heart Valve, MITRAL, size 25mm, sterile.	27	17-Jan/2024 10-Jun/2024	122,550.00
9	13300409	Mechanical Bileaflet Heart Valve, MITRAL, size 27mm, sterile.	33	20-Jan/2024 13-Jun/2024	149,600.00
10	13300411	Mechanical Bileaflet Heart Valve, MITRAL, size 29mm, sterile.	23	13-Jan/2024 10-Jun/2024	105,250.00
11	13300413	Mechanical Bileaflet Heart Valve, MITRAL, size 31mm, sterile.	13	13-Jan/2024	58,950.00
12	13300415	Mechanical Bileaflet Heart Valve, MITRAL, size 33mm, sterile.	8	8-Jan/2024	36,300.00
13	13300501	Mechanical Bileaflet Heart Valve, AORTIC, size 17mm, sterile.	6	6-Jan/2024	N/A
14	13300503	Mechanical Bileaflet Heart Valve, AORTIC, size 19mm, sterile.	18	10-Jan/2024 8-Jun/2024	82,370.00
15	13300506	Mechanical Bileaflet Heart Valve, AORTIC, size 21mm, sterile.	20	20-Jan/2024	84,500.00
16	13300508	Mechanical Bileaflet Heart Valve, AORTIC, size 23mm, sterile.	12	12-Jan/2024	54,350.00

17	13300510	Mechanical Bileaflet Heart Valve, AORTIC, size 25mm, sterile.	6	6-Jan/2024	27,500.00
18	13300512	Mechanical Bileaflet Heart Valve, AORTIC, size 27mm, sterile.	3	3-Jan/2024	N/A
19	13300514	Mechanical Bileaflet Heart Valve, AORTIC, size 29mm, sterile.	1	1-Jan/2024	N/A
20	13300604	Bioprosthetic Pericardial Heart Valve (stented) - MITRAL, 25mm, sterile.	10	10-Jan/2024	72,800.00
21	13300603	Bioprosthetic Pericardial Heart Valve (stented) - MITRAL, 23mm, sterile.	2	2-Jan/2024	N/A
22	13300605	Bioprosthetic Pericardial Heart Valve (stented) - MITRAL, 27mm, sterile.	9	9-Jan/2024	132,620.00
23	13300606	Bioprosthetic Pericardial Heart Valve (stented) - MITRAL, 29mm, sterile.	5	5-Jan/2024	78,000.00
24	13300607	Bioprosthetic Pericardial Heart Valve (stented) - MITRAL, 31mm, sterile.	7	7-Jan/2024	108,250.00
25	13300608	Bioprosthetic Pericardial Heart Valve (stented) - MITRAL, 33mm, sterile.	3	3-Jan/2024	21,850.00
26	13300701	Bioprosthetic Pericardial Heart Valve (stented) - AORTIC , 19mm, sterile.	9	9-Jan/2024	122,560.00
27	13300702	Bioprosthetic Pericardial Heart Valve (stented) - AORTIC , 21mm, sterile.	7	7-Jan/2024	82,900.00
28	13300703	Bioprosthetic Pericardial Heart Valve (stented) - AORTIC , 23mm, sterile.	4	4-Jan/2024	28,700.00
29	13300704	Bioprosthetic Pericardial Heart Valve (stented) - AORTIC , 25mm, sterile.	3	3-Jan/2024	21,200.00
30	13300705	Bioprosthetic Pericardial Heart Valve (stented) - AORTIC , 27mm, sterile.	1	1-Jan/2024	N/A
31	13301602	Coronory Tissue Stabilizer, Octopus type or similar, for off pump coronary artery bypass graft(OPCABG) f/surgery, sterile.	5	5-Jan/2024	27,600.00
32	13301701	Intra Coronry Shunt, for off pump coronary artery bypass graft (OPCABG) surgery, size 1.0mm, sterile.	25	25-Jan/2024	N/A
33	13301702	Intra Coronry Shunt, for off pump coronary artery bypass graft (OPCABG) surgery, size 1.25mm, sterile.	25	25-Jan/2024	N/A

34	13301703	Intra Coronry Shunt, for off pump coronary artery bypass graft (OPCABG) surgery, size 1.50mm, sterile.	25	25-Jan/2024	N/A
35	13301704	Intra Coronry Shunt, for off pump coronary artery bypass graft (OPCABG) surgery, size 1.75mm, sterile.	10	10-Jan/2024	N/A
36	13301705	Intra Coronry Shunt, for off pump coronary artery bypass graft (OPCABG) surgery, size 2.0mm, sterile.	10	10-Jan/2024	N/A
37	13301706	Intra Coronry Shunt, for off pump coronary artery bypass graft (OPCABG) surgery, size 2.25mm, sterile.	5	5-Jan/2024	N/A
38	13301707	Intra Coronry Shunt, for off pump coronary artery bypass graft (OPCABG) surgery, size 2.5mm, sterile.	5	5-Jan/2024	N/A
39	13302601	Blower/Mister, for blowing away blood off the surgical site, during OPCABG surgery, sterile.	15	15-Jan/2024	N/A
40	13303502	Arterial Embolectomy Catheter, adult, size 5Fr x 80cm (approx.) length, with stilette, straight length, medical grade plastic, sterile for vascular and transplant surgery	25	25-Jan/2024	N/A
41	13304502	Mitral Valve Annuloplasty Ring and Band, 3D, size 26mm, sterile.	5	5-Jan/2024	N/A
42	13304504	Mitral Valve Annuloplasty Ring and Band, 3D, size 28mm, sterile.	16	16-Jan/2024	49,300.00
43	13304506	Mitral Valve Annuloplasty Ring and Band, 3D, size 30mm, sterile.	15	15-Jan/2024	46,200.00
44	13304508	Mitral Valve Annuloplasty Ring and Band, 3D, size 32mm, sterile.	10	10-Jan/2024	30,800.00
45	13304510	Mitral Valve Annuloplasty Ring and Band, 3D, size 34mm, sterile.	5	5-Jan/2024	N/A
46	13304512	Mitral Valve Annuloplasty Ring and Band, 3D, size 36mm, sterile.	1	1-Jan/2024	N/A
47	13304517	Ring and Band sizer set and holder for corresponding 3D mitral valve annuloplasty rings. One Set to be supplied free of charge for every 25 rings.	2	2-Jan/2024	N/A
48	13400103	Femoral Arterial Cannula, wire reinforced with introducer,size 14/15Fr,sterile.	3	3-Jan/2024	N/A

49	13400104	Femoral Arterial Cannula, wire reinforced with introducer,size 16/17Fr,sterile.	3	3-Jan/2024	N/A
50	13400105	Femoral Arterial Cannula, wire reinforced with introducer,size 18/19Fr,sterile.	3	3-Jan/2024	N/A
51	13400602	Femoral Venous Return Cannula Wire Reinforced,size 14/15Fr,sterile.	2	2-Jan/2024	N/A
52	13400604	Femoral Venous Return Cannula Wire Reinforced,size 18/19Fr,sterile.	2	2-Jan/2024	N/A
53	13400607	Femoral Venous Return Cannula Wire Reinforced,size 24/25Fr,sterile.	2	2-Jan/2024	N/A
54	13400608	Femoral Venous Return Cannula Wire Reinforced,size 28/29Fr,sterile.	2	2-Jan/2024	N/A
55	13400906	Wire Reinforced Venous Return Catheter, angled, size 24Fr, sterile.	20	20-Jan/2024	N/A
56	13400907	Wire Reinforced Venous Return Catheter, angled, size 26Fr, sterile.	20	20-Jan/2024	N/A
57	13400908	Wire Reinforced Venous Return Catheter, angled, size 28Fr, sterile.	40	40-Jan/2024	N/A
58	13401201	Wire Reinforced two stage Venous Return Cannula with obturator,open tapered tip,size 34Fr/46Fr,sterile.	200	200-Jan/2024	31,120.00
59	13401203	Wire Reinforced two stage Venous Return Cannula with obturator,open tapered tip,size 36Fr/51Fr,sterile.	40	40-Jan/2024	N/A
60	13401204	Wire Reinforced low profile two stage Venous Return Cannula with obturator, open lighthouse tip, size 36Fr/46Fr,sterile.	500	500-Jan/2024	78,520.00
61	13402200	Ventricular Vent Catheter, perforated tip, with maleable stilette, 6.3mm connector, paediatric size, 12Fr x 270mm (approx.) length, sterile.	40	40-Jan/2024	N/A
62	13402220	Ventricular Vent Catheter, with maleable stilette, 6.3mm connector, size 17Fr, sterile.	40	40-Jan/2024	N/A
63	13402505	Flexible Arterial Cannula, straight, with adjustable ring , size 20FG, sterile	20	20-Jan/2024	N/A
64	13402506	Flexible Arterial Cannula, straight, with adjustable ring , size 22 FG, sterile	20	20-Jan/2024	N/A

65	13402602	Aortic Root Cannula with vent, size 12G (9Fr), 14cm (approx.) length, sterile.	1000	500-Jan/2024 500-Jun/2024	120,020.00
66	13402803	Cardioplegia Dilivery Set, adult, ratio 4:1, with two bottle spikes for cardioplegia site, sterile. (Compatible holders to be supplied free of charge in 200 : 1 ratio)	900	500-Jan/2024 400-Jun/2024	138,150.00
67	13403001	Intra Aortic Balloon Catheter,size 7.5/8FG,40cc.The IABC should be sheathless with no step down from the balloon to the catheter shaft.The pressure lumen size should be atleast 0.027 without compromising on the gas passage area.It should be ready for sheathed as well as sheathless insertion and should be supllied with a stick on anchoring device for suture less anchorage.	15	15-Jan/2024	62,800.00
68	13403002	Intra Aortic Balloon Catheter,size 7.5/8FG, 34cc.The IABC should be sheathless with no step down from the balloon to the catheter shaft.T he pressure lumen size should be atleast 0.027 without compromising on the gas passage area.It should be ready for sheathed as well as sheathless insertion and should be supllied with a stick on anchoring device for sutureless anchorage.	42	42-Jan/2024	186,950.00
69	13403003	Intra Aortic Balloon Catheter,size 7.5/8FG, 25cc.The IABC should be sheathless with no step down from the balloon to the catheter shaft.The pressure lumen size should be atleast 0.027 without compromising on the gas passage area.It should be ready for sheathed as well as sheathless insertion and should be supllied with a stick on anchoring device for sutureless anchorage.	12	12-Jan/2024	53,420.00
70	13403100	Retrograde Cardiopleagia Cannula, 14Fr x 32cm length, with 20mm balloon and malleable stylet with handle	20	20-Jan/2024	N/A
71	13403201	Heamoconcentrator set, prime volume less than 65ml, complete with connecting tubing and waste collecting bag, sterile. (Compatible holders to be supplied 100 : 1)	250	150-Jan/2024 100-Jun/2024	70,000.00
72	13404101	Hollow Fiber Membrane Oxygenator, for adult, with Integrated hard shell, filtered cardiotomy venous reservoir and arterial - venous sampling port with one way duck bill valve, recirculation line, with total prime volume (should be) less than 300ml, sterile	950	500-Jan/2024 450-Jun/2024	633,700.00

73	13404001	Sump sucker Pericardial, for Paediatric, fluted tip, with 6.3mm connector, size 12Fr x 30cm length, sterile	40	40-Jan/2024	N/A
74	13404302	Hollow Fibre Membrane Oxygenator, for paediatrics, with integrated hard shell venous and cardiotomy reservior, minimum reservior volume 2500ml, arterial - venous sampling port with one way duck bill valve and recirculation line, with total prime volume (should be) less than 175ml, sterile.	50	50-Jan/2024	33,920.00
75	13405001	Custom Tubing Pack, Adult - 1, with arterial filter (As per attached diagram NH/THK - AF1), sterile.	950	500-Jan/2024 450-Jun/2024	341,250.00
76	13405002	Custom Tubing Pack, Adult - 2, with arterial filter (As per attached diagram NH/THK - AF2), sterile.	50	50-Jan/2024	26,400.00
77	13405501	Tubes sterile,length-100"(inches),3/8"x3/32" separate peel open pack.	40	40-Jan/2024	N/A
78	13405502	Extra Sucker Tubes sterile,length-200"(inches),1/4"x1/16" separate peel open pack.	300	200-Jan/2024 100-Jun/2024	N/A

Packing: 1 Nos.

All tenderers should furnish an unconditional Bid Bond encashable on demand to the value mentioned in the item list. Bid Bond should be submitted with valid up to 18.03.2024 together with the tender

1. Page 9 Condition No. 19.b

Registrar of public contracts

This clause should be amended as awards over Sri Lanka rupees Five Million instead of (LKR) Ten Million.

1. Page 10 Condition No. 20. a
   Representative samples in respect of items offered should be submitted to reach SPC on or before the closing time on the closing date of tender and acknowledgement receipt to be obtained from Administration Department of SPC.

Contract:
The successful supplier should agree to enter into a contract/Agreement is applicable normally for awards which are over LKR 500,000.00 instead of 10.0 Million.

Bidding Document Fee- As per the guideline 6.1.1 (a) of the Government Procurement Guidelines 2006.

A non refundable fee of Rs. 35,000.00 + taxes should be paid in cash to SPC for each set of Tender Documents

Amendments of Bidding Document for Procurement of Surgical/Lab items

(1) **Clause 8**

(a) Bid Bonds to be submitted for each item (SR Number) when estimated value of each item exceeds LKR 01 Million.

(b) Value and validity applicable for the submission of Bid Bond for each item should be as indicated therein.

08.2 The Bid Bond should be valid for at least 30 days beyond the validity of the Bid.

(c) To be deleted.

(2) **Clause 12**

Amend as **REIMBURSEMENT**

12.1 Corporation reserves 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 labeling.

(3) **Clause 16.6**

Any request for a price increment due to LKR depreciating against foreign currency will not be accepted and such bid will be rejected at the preliminary stage of bid evaluation.

(4) **Clause 28.0**

Evaluation will be done as per Bid Form (Annex – II B) and Bid Evaluation Summary Sheet. (Annex – II C, to be submitted along with the Bid and a soft copy as per instruction given in www.spc.lk Web Site)

(5) 2nd column of Annex II B amend as "FULL DESCRIPTION OF ITEM OFFERED THE STANDARD & STORAGE CONDITION"

(6) Annex – 1 to be amend as follows.

SPECIMEN OF ANNEX – 1

ANNEX – 1

BID NO/ BID REFERENCE :
(TENDER NO)

DATE OF ISSUE :

CLOSING DATE & TIME :
(SRI LANKAN TIME)

ORDER LIST NO :

SR No	Item Description/ Specifications	Quantity	Delivery Schedule

Amount of Bid Bond : LKR …….. or USD …….. to be submitted along with the Bid Bond valid till …… (date)

Bid validity period : Bid should be valid till …….. (date)

Bid Document Fee : ……
(should be paid in cash to SPC for each set of Bid Documents)

MSD CONDITIONS OF SUPPLY

1.
2.

Abbreviations : SPC ; State Pharmaceuticals Corporation, MSD; Medical Supplies Division

Annex VI

SPECIMEN OF CONTRACT FORM (IB)

STATE PHARMACEUTICALS CORPORATION OF SRI LANKA

(Established under the State Industrial Corporation Act, No. 49 of *1957)*
"Mehewara Piyasa", 16th Floor, No. 41, Kirula Road, Colombo 05,Sri Lanka.
Telephone (00)94-1-326227 or 2391538 Fax: (00)94-11-2446204
E-mail: dgmcomm@spc.lk or managerimp2spc.lk

DEMOCRATIC SOCIALISTREPUBLIC OF SRI LANKA
AGREEMENT

SPC Ref. No Date :
Bid Ref.

This **AGREEMENT** made and entered into between the State Pharmaceuticals Corporation of Sri Lanka, a Corporation established under the State Industrial Corporation Act. No. 49 of 1957 and having its Head Office at "Mehewara Piyasa", 16th Floor, No. 41, Kirula Road, Colombo 05, 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 **FIRST PART**

AND

M/s é ..
…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 **SECOND PART.**

AND

M/s é ..
…business under the time, style and firm of a company duly registered and carrying business (hereinafter called "the Local Agent" 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 **THIRD PART.**

Whereas the State Pharmaceuticals Corporation has accepted the bid of M/s é é é é é é
é for the supply and delivery
of é as per the attached indent for é é é é é é marked
SPC é é é é é é é é é é é é é . Dated é é é é é é é é é é é é é and M/s
é will act as local agent of the supplier for all matters arising out of supplies here of.

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. The following documents:

   (a) Conditions of Contract marked – Annex 1
   (b) Bid Documents marked – Annex 2
   (c) Copy of Indent marked – Annex 3

(hereinafter called ñthe Contract Documentsò) showing and describing the nature and scope of the agreement duly signed by three parties shall be deemed to form and be read and construed as part and partial 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, and the local agent will be responsible for all the matters regarding the supplies which do not confirm to required standard..

   The supplier shall be paid for such supply and delivery of the goods according to the Indent marked and in the manner and at the times hereinafter specified.

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

   In witness whereof the State Pharmaceuticals Corporation has caused its Common Seal to be affixed and é é é é é é é é é and é é é é é é é é é é . of State Pharmaceuticals Corporation have set their hands and Supplier and the Local Agent has placed its hand/caused its Common Seal to be affixed hereunto and to two other of the same tenor on this é é é é é .20é

   The Common Seal of M/s (supplier)é é é é é é é é é é é é é é é é é é ... herein.

1. ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ..

   President/Managing Director/C.E.O.

2. ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ..

   Director

Witnesses

Signature	Name, Address and ID No./Passport No.
1. é é é é é é é é é é é é .	é é é é é é é é é é é é é é é é ..
2. é é é é é é é é é é é é .	é é é é é é é é é é é é é é é é é

The Common Seal of M/s. é é é é é é é é é é é é é é é (Local Agent) herein.

é é é é é é é é é é é é é é é .
President/Managing Director/C.E.O.

é é é é é é é é é é é é é é é .
Director

Witnesses

Signature	Name, Address and ID No./Passport No.
1. é é é é é é é é é é é é .	é é é é é é é é é é é é é é é ..
2. é é é é é é é é é é é é .	é é é é é é é é é é é é é é é é

CONDITIONS OF CONTRACT

3.FREE REPLACEMENT /REIMBURSEMENT

3.1 SPC reserves the right to call for Free Replacement/Reimbursement in the event of

3.1.1 Short packing
3.1.2 Loss/damage or deterioration of goods supplied (within shelf-life if applicable)
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/or quality standards to the satisfaction of Medical Supplies Division of Sri Lanka/ State Pharmaceuticals Corporation of Sri Lanka.

3.2 In the event of a quality problem, Batch samples would be tested by SPC its authorized personnel at the NMQAL or SPC Quality Assurance Laboratory or any other Quality Assurance Laboratory nominated by SPC or its fitness for use will be determined by and expert Committee appointed by the relevant authority.

3.3 **Withdrawal from use of Item due to quality failure.**

a) In case of batch withdrawal due to quality failure, the supplier/ manufacturer shall reimburse the value of entire batch quantity supplied.
b) In case of product withdrawal due to quality failure, the supplier/ manufacturer shall reimburse the value of entire product quantity supplied.
c) In the event of either a) or b) above the supplier/ manufacturer shall be surcharged additional 25% of the total value concerned as administrative cost.

Samples from the available batches will be retained by 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 and the Local Agent agreed to reimburse the SPC the landed cost and an additional 25% surcharge of the total quantity supplied.

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 7 working days of receipt of same in writing. Parties however shall endeavours 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 parties at the respective addresses at the beginning hereof written.

The common seal of State Pharmaceuticals Corporation of Sri Lanka was affixed)

heretoé)
é .)
é .)
é .)

Authorized signatory

Authorized signatory

Witnesses

Signature Name, Address and ID No

1……………….. ……………………………………………

2………………… ……………………………………………

DS/ns

ANNEX – 1

BID NO. : DHS/SUS/WW/78/24
DATE OF ISSUE : 11TH JULY 2023
CLOSING DATE & TIME : 23RD AUGUST 2023 AT 09.00 HOURS SRI LANKA TIME

Special Conditions for tendering :

1. Offers should be accompanied with the valid registration certificate issued by the National Medicine Regulatory Authority in Sri Lanka
2. Offered item should bear both our SR number and the Item number. However at the bid opening only the item numbers will be read out. Therefore price quoted should be shown against each item number.
3. If the shipment is being effected on FCL basis both FOB and Freight charges should be quoted separately against each item in addition to quoted C & F price.
4. The volume of the total quantity of each item should be given in cubic meters (m^3)
5. **Foreign offers should be on C & F (CPT/CFR) Colombo basis. FOB offers are not acceptable. If offers are received on Import & Supply basis from local suppliers, those offers should be in LKR. All local suppliers/manufacturers should quote in LKR for the total delivery price to MSD stores.**
6. **Fax/E-mail offers directly sent to State Pharmaceuticals Corporation are not acceptable. Tenderers are requested to draw their attention to the clause "Submission of Bids" of the bid document in this regard.**
7. 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.
8. The original payment receipt has to be annexed to the offer. Offers without same will be rejected.
9. We reserve the right to reject offers which do not comply above.
10. The offer should be valid up to 19.02.2024

CONDITIONS FOR SUPPLY OF SURGICAL ITEMS

(a) Part A-General Order Conditions (GOC) of Supply

1. The consignments supplied in respect of an order concerned, shall exactly match with the reference sample submitted and the product information (item descriptions, shelf life/warranty where applicable, manufacturer²s name, country of manufacture, country of origin, etc.) provided in the bid document by the supplier, which has been accepted by the procurement committee, and included in the Indent / Purchase Order (PO), issued by SPC.

2. All items shall be supplied, sourcing from the manufacturer and country of manufacturer, stated in the Purchase Order (PO)/Indent of SPC and wherever applicable shall have a valid product registration from NMRA.

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

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

4. The number of batches per consignment shall be minimal. Batch quantity shall be an equal multiple of the quantity of the consignment and the proportionate size of the batch quantity shall be not less than 15% of the quantity in the consignment.

5. If MSD decides to accept consignment, with deviations from certain tender conditions (eg: with regard to labeling/packaging or any other rectifiable defect at the time of receipt in Sri Lanka due to an urgency, that shall be done subject to, either rectifying the defect within 05 working days by the supplier, or recovering

the total cost [a] of rectifying the defect by MSD (via a duly contracted third party providing such services), from the supplier with a 25% administrative charge on the labeling cost. (total charge = [a]+[a]x0.25) or 2% of the invoiced value, whichever is the highest.

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

6. The specifications of the product offered by the suppliers in the tender, shall match with the tender specifications for the item and **any form of alternate offers for the same, will not be entertained,** when there are product/s offered in compliance with the tender specification.

Shelf life & Warrantees

7. In respect of Non consumables; laboratory items and surgical items: Manufacturer or supplier or local agent shall provide a warranty for a period, not less than as specified in the specification of the item and /or it²s sub components/articles supplied (eg: Special Instrument sets), unless otherwise agreed upon prior to awarding the tender.

The supplier²s invoice shall indicate, the validity period of the warrantee from the date of receiving goods at MSD and a warrantee card with all details, including the local contact details of warrantee services provider, shall also be inserted in each individual pack.

Foreign suppliers of all such items shall have their own local agent in Sri Lanka, capable of providing technical support, repair and spares, when necessary (**This clause No. 07 is not applicable for all Pharmaceuticals and all Consumable Surgical & Laboratory items)**

8. Freshly manufactured stocks of the product shall be supplied; thereby the residual Shelf Life (shelf life remaining at the time of delivery of goods in Sri Lanka/MSD stores/Sri Lanka) of the product, shall be 85% of the product shelf life specified in Indent/PO or as certified in the product registration certificate or indicated in any other way by NMRA)

(a) When the shelf life is not specified in the indent/PO/item spec; the requested shelf life shall be considered as, 36 months for surgical items. (Shelf life of not applicable for surgical non-consumables) and 24 months for Pharma/Laboratory items. The Difference of the residual and requested product shelf life shall not exceed $1/6^{th}$ (one sixth) of the original product shelf life.

(b) In the violation of the above tender condition, Director/MSD reserves the right to accept a reduced quantity, that is usable (as per the actual consumption rate) up to three months before the expiry of same and will subject to application of a penalty (as clause No. 37 and footnote 01)

Standards & Quality

9. Standards; In respect of all Pharmaceutical products supplied, shall comply Pharmacopoeia Standards that are indicated in the item specifications, other Pharmacopoeia Standards accepted in the product registration by the National Medicines Regulatory Authority.

10. As per the product registration dossier approved by NMRA, the product information leaflet (PIL) for the Pharmaceuticals items and the user manual/instruction pamphlet for surgical items. With information to users regarding the; storage conditions, maintenance, and other product compatibilities, shall be provided with the product, for acceptance of goods by MSD.

Any product deficient of or incompatible with, its sub-components/accessories, not at the specified quality standards or all its components not unitized appropriately in packaging (as a set) shall be rejected.

11. Withdrawal from use of items due to quality failure found as manufacturer²s/Supplier²s fault:

(a). In case of batch withdrawal, **value of entire batch quantity supplied** shall be recovered from the supplier.

(b).In case of product withdrawal, **value of entire product quantity** supplied shall be recovered from the supplier.

(c). In the event of either a) or b) above, supplier shall be charged the total **cost involved for MSD, of the quality failed supplies** with 25% administrative charge of the same**.**

12. The storage conditions and the packing requirements of the product shall conform to the information given by the manufacturer and accepted by NMRA for the product registration or shall conform to the information submitted for waiver of registration granted by NMRA in exceptional circumstances.(refer clause No.24)

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

13. Immediately after delivery at MSD, the consignments shall be subjected to testing appropriately drawn, one random batch sample (Post-delivery sample) of the consignment at a government/semi-government/accredited laboratory (to be selectively applied for Surgical & Lab items, depending on availability of testing methodology and facilities)

If the sample is found to be substandard, random batch samples will be tested from all the batches/lots in the consignment, and entire expenses on such tests, like value of samples, transport, sampling and testing charges, etc, will be recovered from the supplier.

14. Consignments supplied to MSD violating the storage conditions indicated on product labels and/or product information leaflet (as accepted for product registration at NMRA), shall be considered as quality affected consignments and quality assurance of such consignments shall be carried out by post-delivery testing at government / semi government laboratory in Sri Lanka or at an accredited laboratory (foreign/local). All the expenses on such an event, including storage cost shall be borne by the supplier. If found to be quality affected the consignment will be treated as quality failed (as clause No.11).

15. <u>Pack size, Labeling & Packaging</u>

Offers for pack sizes at a lower level(smaller quantity per pack) than the pack size specified in the item description/specification and MSD order List, are also acceptable, but higher level (larger quantity per pack) pack sizes will not be entertained unless otherwise offered with the original bid and accepted by the procurement committee, with the concurrence of MSD.

16. In respect of bulk packs (not applicable for blister/strip packs), ³DHS´ mark shall be ;
(a). embossed or printed in case of tablets
(b). printed in case of capsules

Above condition can be waved off, if the purchase order quantity is less than 100,000 tablets/capsules, with deliveries in one/more lots **<u>or</u>** when an exemption is notified in the special order conditions of the relevant MSD order list (**This clause No. 16 is not applicable for all consumable and Non consumable Surgical and Laboratory Items)**

17. Each; innermost pack, vial/ampoule, pre-filled syringe or bottle, shall bear the item Description, SR No, Batch No/Lot no., Product Reference/Catalogue Nos of Surgical items), Date of Manufacture, Date of Expiry (of consumables only) and ³STATE LOGO´ of Government of Sri Lanka.

It is essential to include and exactly match the dates of Expiry (not applicable for Surgical Non-consumables) & date of Manufacture (in any form as ³Year & Month´ or ³No Exp.´), in the innermost pack and supplier²s invoice.

18. Description of the Item, SR No, Date of Manufacture, Date of Expiry, Batch No, Name and address of manufacturer and ³STATE LOGO´ of Sri Lanka Government shall be clearly marked on the outer covering of the individual/innermost pack containing the minimum unit of measure, including blister & strip cards and on the outer cover of the carton/box.
Any deviations of the Date of Manufacture (DOM)/ Date of Expiry(DOE)declared in the offer shall be approved by MSD and DOM & DOE shall consist of at least the year & month.

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

20. Batch Number of the product shall be separately Barcoded (in Code 128 or 2D formats) and Barcode shall be printed on the labels at all levels of packing as described below, conforming to the industry standards in Barcode printing and pasting.
Format shall be according to Code 128 or 2D standards.
Maximum barcode size shall be 5.0cm (length) x 2.5cm (width).

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

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

Storage Conditions & Temperature

22. If the storage temperature & conditions are not specified in the item specification, NMRA accepted product storage conditions, shall conform to Sri Lankan ambient storage conditions in the ranges of 30^0c +/- 2^0c temperature and 75% +/-5% relative humidity. The product storage conditions shall be clearly indicated at all levels of labels/packages/boxes.

23. Maintenance of Cold Chain;

a. In case of cold storage items, cold chain monitors (temperature recording devices) shall be included for each carton and the cold chain shall be maintained according to the manufacturer²s instructions during storage, transport and delivery.

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

c. If the cold chain break is observed at the time of taking over the consignments by MSD, such consignments shall be rejected, indicating the reason on the relevant **WDN or copy of the delivery documents.** In such an event, the SPC shall arrange necessary cold storage for the consignment until ±observed cold chain break² is investigated leading to acceptance / total rejection of consignment and the expenses born by MSD / SPC in arranging the cold storage shall be recovered from the supplier.

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

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

24. In respect of the products requiring controlled temperature storage (Eg. < 25^0c, 2-25^0c, 15-20^0c/30^0c, 2-8^0c etc.), supplier shall provide MSD with latest product stability study reports with the invoice of the consignment.(report shall include studies; at 30^0c +/- 2^0c & 75% +/- 5% RH for **AC stored** items and at 25^0c +/- 2^0c & 60% +/- 5% RH for **Cold stored** items. It shall be a true copy of the latest report submitted to NMRA or a report issued within last 05 years). (refer clause No.12)

Delivery Requirements

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

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

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

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

(a). A penalty of 0.5% per day of the consignment value, calculated commencing from the 15th day up to 60th day delay from the due delivery date, as per the indent/PO or its² latest amended delivery schedules.

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

28. (i). If any local purchases were to be made by MSD/SPC to ensure continuity of supply (due to noncompliance of Indent/PO/its² amended; delivery schedule); in the ensuing period inclusive of the grace period for delivery from due delivery date, extra expenditure incurred on such local purchases, over the landed cost of relevant SPC main order, shall be recovered from the supplier.

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

29. In respect of local manufacturers/ local suppliers, all deliveries shall be made only on week days excluding public holidays, also allowing adequate time to enable the completion of the receiving process at MSD stores before 3.30 p.m. In the event of failure to meet this deadline due to supplier²s fault (eg. In delivery; time, product, document, etc.) goods shall be accepted on the following working day, such date shall be counted for working out penalties as per No. 27 (regarding defaulted consignment) of the conditions of supply.
As an alternative, supplier can request MSD to take over the consignment on the same day, subject to settling all other expenses (i.e. staff OT, forklift charge, etc.) of MSD, by the supplier.

30. The extension of L/C²s overstepping delivery schedules in the Indent/PO/its² amendments, shall not in any way affect the recovery of late delivery charges, as per Condition No. 27 (regarding defaulted consignments) and any other direct or indirect additional costs/liquidated damages, relating/consequent to extension of L/C.

31. When adequate storage space is not available at MSD, to accept a delivery defaulted consignment (deviating from the delivery schedule in the Indent/PO/its² amendments) under the condition No. 27, any additional expenses caused to MSD or SPC in arranging temporary external storage and other expenses (eg. demurrage, detention, container storage, re-handling cum transport, etc.) shall be borne by the supplier.

Documents & Information

32. Details of Cochlear Implant Attached herewith.

33. MSD Order No, Item Description, SR No, Batch No., Date of Manufacture, Date of Expiry and product Storage Condition, shall be indicated in all Supply Invoices and detailed Packing Lists.

34. One of the tender samples of the selected bid shall be forwarded to MSD, for using as a reference sample (can make it; a part of the last consignment or a returnable to supplier) for checking the conformity of the consignments received under the indent/PO. (applicable for all surgical items and laboratory regular items except when specified in respective order lists).

The product artwork or dimensional detail diagrams, product Catalogues and Catalog No²s, as necessary for the surgical items (**not relevant to pharmaceutical & Laboratory items)** shall be provided with the bid document, for reference in the; tender evaluation by SPC, ascertaining (before awarding) user acceptance of deviations from the spec by MSD and inspecting the consignments delivered to MSD.

The artwork of the; specimen labels, minimum pack and outer most box/shipper carton, that satisfies the above mentioned labeling conditions shall be provided before signing the contract with the performance bond.

34 The supplier shall submit all shipping documents to (Including Bills of Lading / Draft Air Way Bills etc.) SPC Imports department and MSD by e-mail (**follow instructions in website www.msd.gov.lk**), at least 03 days before the Expected Time of Arrival (ETA) of sea freighted consignments & 02 days before the ETA of Air freighted consignments.

35. After releasing the Indent/PO or establishing L/C, the latest logistical position of manufacturing & supply on the Indent/PO, shall be updated biweekly through e-mails to SPC with a copy to MSD by the supplier.(follow instructions in the website www.msd.gov.lk)
If it is not complied or the information so provided are found to be incomplete/false, the grace period (for supply delays) mentioned in the condition No. 27 will not be applicable.

Common conditions

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

37. Administrative surcharge of 25%(on the value of goods), will be applied for tender condition violations that cause deficiencies in supply with respect to; quality, standards & specifications, short packing & short supply or delayed delivery as per the cabinet decision. **(eg. As in conditions No. 08,05,10,13)**

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

(b) Part B-Special Order Conditions (SOC) of Supply

Note: SOCs are used, when it is really necessary to enable, item/order list specific deviations from the GOC clauses that are applicable to all or selected items in the order list concerned and in which case the relevant order list No. and SR No. s, shall be indicated separately against each clause of SOC, with the counter signature of Director (MSD) to make it effective.

1. **Evaluation should be based on the supplier's recommended lifetime of the products. It should be a Major bidding criteria.**
2. **A mandatory warranty period should be considered as a major selection criteria.**
3. **The supplier should provide quoted unit prices of the recommended spare parts/accessories with labour costs and provide a breakdown of annual maintenance and service cost for the reminder of the recommended lifetime period of the product. It should be a mandatory/bidding requirement.**
4. **All accessories replacement and part replacement repairs should be free of charge on labour and material costs during the warranty period.**
5. **Labour cost and service maintenance should be free of charge after the warranty period for the remainder of the recommended lifetime.**
6. **The final selection of the product shall be based on the total life cycle cost of the product that includes the costs for service and maintenance, replacing parts and accessories in addition to the bidding price of the product.**

Sufficient quantity of samples should be forwarded for evaluation.

Special Conditions

- Suppliers should submit all shipping documents including the Bill of lading or Air Way Bill to SPC at least 2-3 days prior to arrival of the consignments to prevent any delay in clearance.

- In the event of an award made to you on this tender, SPC reserve the right to cancel/suspend the procuring of said order in any stage, if you would be placed the defaulted supplier's list due to quality failure found in your previous supplies made to SPC or non compliance of contractual agreement.

- This bid is administered by the provisions of the "Public Contract Act No. 3 of 1987" and therefore, in the event bidder is to retain an agent, representative, nominee for and on behalf of Bid or shall register himself and such public contact act in accordance with the section 10 of the Public Contract Act and produce such valid original certificate of registration with the bid.

- 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.

- Destination Terminal Handling charges (THC) should be borne by the supplier at the Port of Loading. Hence when the C&F prices are quoted this should be inclusive of THC.

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

- In the event of delivery of consignments deviating from given delivery schedule by MSD due to default of supplier and same is rejected due lack of storage space available at MSD warehouses, any resulting demurrage charges incurred shall be borne by the suppliers concerned.

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

Item Specifications and condition for Cochlear Implants with Accessories (SR No:13201301}

1 Approval year
- µ FDA
- µ European

Lowest approval age of implantation should be 1 year

2 Country of origin of the machine should be stated and country of origin of different component should be mentioned 3

i. Year and the country of first implantation of the quoted model.

ii. Year of first implantation in Sri Lanka

iii. Number of implanted devices worldwide, of the quoted model with annual breakdown in last five years.

iv. Number of devices implanted in Sri Lanka (to date)

v. Number of devices implanted or sold - in the country of manufacture for the last two years with breakdown.

vi. Overall failure rate of quoted model worldwide

a. Total Cumulative failure rate of the model (hard/software) should not exceed 5%. The bidder should provide documentary evidence for evaluation.

4 4.1 Bidder should be able to give a guarantee for the receiver stimulator for not less than 10 years and external speech processor for 5 years.

4.2 The bidder or its local agent should be ready to supply a suitable back up devices free of charge in the case of difficulty of insertion during implantation surgery.

4.3 The Bidder should provide depth gauge, free of charge in case, such device is needed at the time of the surgery

S Device Receiver Stimulator

5.1 Should contain not less than 12 number of intra cochlear stimulation channels/electrodes.

5.2 Material used should be titanium. In the absence of titanium, ceramic implants will be considered.

5.3 MRI compatibility with and without magnet should be stated, separately.

5.4 Manufacturer/bidder should provide the details about the features / strategies used to minimize intra cochlear damage during insertion if any.

5.5 Intra operative monitoring should be a feature of the quoted model

5.6 Also, should state

- ÅDiameter and the length of electrode.
- ÅRequirement for bony well (excavation) with suggested depth and diameter
- ÅAbility of removal and reinsertion of magnet for MRI imaging
- Å Electronic stimulation features - such as stimulation rate, modes & Strategies with any added advantages (please provide documentary evidence/proof)
- ÅPossibility of Intra operative monitoring/Mapping
- ÅThe compatibility with variety of external speech processors specially the compatibility with future improved speech processors (i.e. Possibility for upgrading without changing the receiver stimulater)

6 Device - speech processor

6.1 Mention the type -BTE type preferred and, BW is not acceptable.

6.2 Speech processor should have at least Two Microphones to enable better speech understanding in noise. Describe the speech processor strategy used indicating advantages (Please provide documentary evidence/Proof)

6.3 Batteries - type used, changing period and usable period before recharging, should be mentioned .

6.4 Minimum number of two rechargeable batteries should be supplied with the quoted model.

6.5 Availability of Remote control should be mentioned.

6.6 Water proof/ resistance features if any

6.7 Child friendly features if any

07 Local supplier/agent should supply following details/facilities

07.1 Name & contact details of the local agent with relevant certificates

07.2 Number of Devices failure locally and supply of new implants for re - implantation, free of charge for such cases during last five years

07.3 Intra operative monitoring should be done free of charge

07.4 Bidder should provide minimum of 8 post-operative therapy/ mapping sessions free of charge (for each patient) within a period of not less than two years.

07.5 Qualified professionals for mapping and therapy should be available with the supplier/ local agent. Please indicate number of professionals relevant to cochlear implantation with their names and qualifications (ie. Audiologists, speech therapists, engineers etc)

07.6 Bidder should maintain a registry of patients who undergo implantation surgery.

08 Bidder should keep mapping equipment free of charge and should provide mapping and therapy at the hospital where the implant surgeries are performed.

09 Bidder should provide country wide availability of rehabilitation centers in all provinces and should provide their network with addresses where mapping/therapy sessions can be arranged, including the names and qualifications of the personal who perform such work.

10 All necessary training for cochlear implant team should be provided.

11 Soft copy of power point presentation should be provided with the quotation including the equipments, maintenance, implantation procedure and other relevant information.

12 Bidder should be able to provide additional information/ power point presentation if required.

13 The successful bidder should agree to provide Auditory Verbal Therapy (AVT) for at least twelve (12) sessions for a period of two years for all recipients free of charge either in government hospital or private institution. Therapists should have minimum qualification of a bachelor degree in speech and hearing from a recognized university and a special training on auditory Verbal Therapy. (Documentary proof in this regard shall be provided by the successful bidder for at least one therapist in each therapy center.)

14 The successful bidder should agree to translate the owner's manual of the equipment fully including the graphics to Sinhala and Tamil languages as it appears in the English version.

15 The successful bidder should design a quick user guide extracting the most important user instructions from the manual in Sinhala and Tamil languages to be distributed to all the recipients in addition to the user manual.

16 The successful bidder should design a review format in accordance with the format given by the Ministry of Health

& Indigenous Medical Services as an attachment to the translated user manual and distribute to all recipients.

17 The successful bidder should provide the prices of all accessories and spare parts of the equipment for 5 years in USO.

18 The successful bidder shall design and print above three documents mentioned in clause No.14,15 & 16 in accordance with the instructions of the Ministry of Health & Indigenous Medical Services.

19 The successful bidder should maintain a hotline with a knowledgeable person for the recipients to contact and obtain any information.

20 The tender will be awarded in portions only upon successful completion of all above conditions.

21 Ministry of Health will review the progress using the document mentioned in clause 6 above on the already awarded portion of the total quantity and has the right to decide on awarding the balance based on the performance of the bidder.

22 The successful bidder should agree to provide (at least eight sessions of) mapping for a period of two years for all recipients free of charge either in the Government hospital or private institution by an audiologist specially trained for this purpose. (Documentary proof in this regard shall be provided by the successful bidder)

23 Life cycle costing method for procuring of Cochlear Implant as required to replace spare parts of Cochlear implant after warranty period and that spare parts are machinery compatible.

24 When there is a request for spare parts of Cochlear implant from the hospitals then the supplier should quote/provide all compatible spare parts with the prices spare parts within 6 months. In the violation of that conditions by the supplier will be considered in any subsequent tender for Cochlear Implants

25 Bidder should provide loaner machine at least within two weeks if the repair cannot be completed within two weeks.

BID NO: DHS/SUS/WW/78/24 CLOSING ON : 23.08.2023 at 9.00 a.m.

ORDER LIST NUMBER: 2024/SPC/N/C/S/00199

ITEM NO	SR NO	ITEM	QTY Nos.	DELIVERY	Bid Bond value (LKR)
1	13201301	Hearing Aid, Cochlear type implant with accessories. (limited for named patients) (Please refer attached conditions)	140	70-Jun/2024 70-Oct/2024	2,910,550.00

Packing: 1 Nos.

All tenderers should furnish an unconditional Bid Bond encashable on demand to the value mentioned in the item list. Bid Bond should be submitted with valid up to 20.03.2024 together with the tender

1. Page 9 Condition No. 19.b

Registrar of public contracts

This clause should be amended as awards over Sri Lanka rupees Five Million instead of (LKR) Ten Million.

1. Page 10 Condition No. 20. a
   Representative samples in respect of items offered should be submitted to reach SPC on or before the closing time on the closing date of tender and acknowledgement receipt to be obtained from Administration Department of SPC.

Contract:
The successful supplier should agree to enter into a contract/Agreement is applicable normally for awards which are over LKR 500,000.00 instead of 10.0 Million.

Bidding Document Fee- As per the guideline 6.1.1 (a) of the Government Procurement Guidelines 2006.

A non refundable fee of Rs. 35,000.00 + taxes should be paid in cash to SPC for each set of Tender Documents

Amendments of Bidding Document for Procurement of Surgical/Lab items

(1) **Clause 8**

(a) Bid Bonds to be submitted for each item (SR Number) when estimated value of each item exceeds LKR 01 Million.

(b) Value and validity applicable for the submission of Bid Bond for each item should be as indicated therein.

08.2 The Bid Bond should be valid for at least 30 days beyond the validity of the Bid.

(c) To be deleted.

(2) **Clause 12**

Amend as **REIMBURSEMENT**

12.1 Corporation reserves 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 labeling.

(3) **Clause 16.6**

Any request for a price increment due to LKR depreciating against foreign currency will not be accepted and such bid will be rejected at the preliminary stage of bid evaluation.

(4) **Clause 28.0**

Evaluation will be done as per Bid Form (Annex – II B) and Bid Evaluation Summary Sheet. (Annex – II C, to be submitted along with the Bid and a soft copy as per instruction given in www.spc.lk Web Site)

(5) 2nd column of Annex II B amend as "FULL DESCRIPTION OF ITEM OFFERED THE STANDARD & STORAGE CONDITION"

(6) Annex – 1 to be amend as follows.

SPECIMEN OF ANNEX – 1

ANNEX – 1

BID NO/ BID REFERENCE :
(TENDER NO)

DATE OF ISSUE :

CLOSING DATE & TIME :
(SRI LANKAN TIME)

ORDER LIST NO :

SR No	Item Description/ Specifications	Quantity	Delivery Schedule

Amount of Bid Bond : LKR …….. or USD …….. to be submitted along with the Bid Bond valid till …… (date)

Bid validity period : Bid should be valid till …….. (date)

Bid Document Fee : ……
(should be paid in cash to SPC for each set of Bid Documents)

MSD CONDITIONS OF SUPPLY

1.
2.

Abbreviations : SPC ; State Pharmaceuticals Corporation, MSD; Medical Supplies Division

Annex VI

SPECIMEN OF CONTRACT FORM (IB)

STATE PHARMACEUTICALS CORPORATION OF SRI LANKA

(Established under the State Industrial Corporation Act, No. 49 of *1957)*
"Mehewara Piyasa", 16th Floor, No. 41, Kirula Road, Colombo 05,Sri Lanka.
Telephone (00)94-1-326227 or 2391538 Fax: (00)94-11-2446204
E-mail: dgmcomm@spc.lk or managerimp2spc.lk

DEMOCRATIC SOCIALISTREPUBLIC OF SRI LANKA
AGREEMENT

SPC Ref. No Date :
Bid Ref.

This **AGREEMENT** made and entered into between the State Pharmaceuticals Corporation of Sri Lanka, a Corporation established under the State Industrial Corporation Act. No. 49 of 1957 and having its Head Office at "Mehewara Piyasa", 16th Floor, No. 41, Kirula Road, Colombo 05, 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 **FIRST PART**

AND

M/s é ..
…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 **SECOND PART.**

AND

M/s é ..
…business under the time, style and firm of a company duly registered and carrying business (hereinafter called "the Local Agent" 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 **THIRD PART.**

Whereas the State Pharmaceuticals Corporation has accepted the bid of M/s é for the supply and delivery of é as per the attached indent for é é é é é é marked SPC é é é é é é é é é é é é . Dated é é é é é é é é é é é é and M/s é will act as local agent of the supplier for all matters arising out of supplies here of.

<u>NOW IT IS HEREBY AGREED AS FOLLOWS:</u>

1. The following documents: -

   (a) Conditions of Contract marked – Annex 1
   (b) Bid Documents marked – Annex 2
   (c) Copy of Indent marked – Annex 3

(hereinafter called ñthe Contract Documentsò) showing and describing the nature and scope of the agreement duly signed by three parties shall be deemed to form and be read and construed as part and partial 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, and the local agent will be responsible for all the matters regarding the supplies which do not confirm to required standard..

The supplier shall be paid for such supply and delivery of the goods according to the Indent marked and in the manner and at the times hereinafter specified.

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

In witness whereof the State Pharmaceuticals Corporation has caused its Common Seal to be affixed and é é é é é é é é é and é é é é é é é é é é . of State Pharmaceuticals Corporation have set their hands and Supplier and the Local Agent has placed its hand/caused its Common Seal to be affixed hereunto and to two other of the same tenor on this é é é é é .20é

The Common Seal of M/s (supplier)é é é é é é é é é é é é é é é é é é ... herein.

1. ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ..

President/Managing Director/C.E.O.

2. ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ..

Director

Witnesses

Signature	Name, Address and ID No./Passport No.
1. é é é é é é é é é é é .	é é é é é é é é é é é é é é é ..
2. é é é é é é é é é é é .	é é é é é é é é é é é é é é é é

The Common Seal of M/s. é é é é é é é é é é é é é é é (Local Agent) herein.

é é é é é é é é é é é é é é é .
President/Managing Director/C.E.O.

é é é é é é é é é é é é é é é .
Director

Witnesses

Signature	Name, Address and ID No./Passport No.
1. é é é é é é é é é é é .	é é é é é é é é é é é é é é é ..
2. é é é é é é é é é é é .	é é é é é é é é é é é é é é é é

CONDITIONS OF CONTRACT

3.FREE REPLACEMENT /REIMBURSEMENT

3.1 SPC reserves the right to call for Free Replacement/Reimbursement in the event of

3.1.1 Short packing
3.1.2 Loss/damage or deterioration of goods supplied (within shelf-life if applicable)
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/or quality standards to the satisfaction of Medical Supplies Division of Sri Lanka/ State Pharmaceuticals Corporation of Sri Lanka.

3.2 In the event of a quality problem, Batch samples would be tested by SPC its authorized personnel at the NMQAL or SPC Quality Assurance Laboratory or any other Quality Assurance Laboratory nominated by SPC or itôs fitness for use will be determined by and expert Committee appointed by the relevant authority.

3.3 **Withdrawal from use of Item due to quality failure.**

a) In case of batch withdrawal due to quality failure, the supplier/ manufacturer shall reimburse the value of entire batch quantity supplied.
b) In case of product withdrawal due to quality failure, the supplier/ manufacturer shall reimburse the value of entire product quantity supplied.
c) In the event of either a) or b) above the supplier/ manufacturer shall be surcharged additional 25% of the total value concerned as administrative cost.

Samples from the available batches will be retained by 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 and the Local Agent agreed to reimburse the SPC the landed cost and an additional 25% surcharge of the total quantity supplied.

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 7 working days of receipt of same in writing. Parties however shall endeavours 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 parties at the respective addresses at the beginning hereof written.

The common seal of State Pharmaceuticals Corporation of Sri Lanka was affixed)

hereto é)
é .)
é .)
é .)

Authorized signatory

Authorized signatory

Witnesses

Signature Name, Address and ID No

1…….. ……

2…… ……

DR/ns

ANNEX – 1

BID NO. : DHS/SUS/WW/79/24
DATE OF ISSUE : 11TH JULY 2023
CLOSING DATE & TIME : 23RD AUGUST 2023 AT 09.00 HOURS SRI LANKA TIME

Special Conditions for tendering :

1. Offers should be accompanied with the valid registration certificate issued by the National Medicine Regulatory Authority in Sri Lanka
2. Offered item should bear both our SR number and the Item number. However at the bid opening only the item numbers will be read out. Therefore price quoted should be shown against each item number.
3. If the shipment is being effected on FCL basis both FOB and Freight charges should be quoted separately against each item in addition to quoted C & F price.
4. The volume of the total quantity of each item should be given in cubic meters (m^3)
5. **Foreign offers should be on C & F (CPT/CFR) Colombo basis. FOB offers are not acceptable. If offers are received on Import & Supply basis from local suppliers, those offers should be in LKR. All local suppliers/manufacturers should quote in LKR for the total delivery price to MSD stores.**
6. **Fax/E-mail offers directly sent to State Pharmaceuticals Corporation are not acceptable. Tenderers are requested to draw their attention to the clause "Submission of Bids" of the bid document in this regard.**
7. 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.
8. The original payment receipt has to be annexed to the offer. Offers without same will be rejected.
9. We reserve the right to reject offers which do not comply above.
10. The offer should be valid up to 19.02.2024

CONDITIONS FOR SUPPLY OF SURGICAL ITEMS

(a) Part A-General Order Conditions (GOC) of Supply

1. The consignments supplied in respect of an order concerned, shall exactly match with the reference sample submitted and the product information (item descriptions, shelf life/warranty where applicable, manufacturer²s name, country of manufacture, country of origin, etc.) provided in the bid document by the supplier, which has been accepted by the procurement committee, and included in the Indent / Purchase Order (PO), issued by SPC.

2. All items shall be supplied, sourcing from the manufacturer and country of manufacturer, stated in the Purchase Order (PO)/Indent of SPC and wherever applicable shall have a valid product registration from NMRA.

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

When the validity of the product/manufacturing licenses and registrations of NMRA (eg; manufacturing license, product registration and GMP certificates), of local manufacturers / local suppliers, lapses during the year or during the period of supply (delivery schedule), it shall be extended / renewed by the supplier.

A certified copies of afore mentioned valid certificates shall be submitted to MSD by the supplier when deliveries are made.

4. The number of batches per consignment shall be minimal. Batch quantity shall be an equal multiple of the quantity of the consignment and the proportionate size of the batch quantity shall be not less than 15% of the quantity in the consignment.

5. If MSD decides to accept consignment, with deviations from certain tender conditions (eg: with regard to labeling/packaging or any other rectifiable defect at the time of receipt in Sri Lanka due to an urgency, that shall be done subject to, either rectifying the defect within 05 working days by the supplier, or recovering the total cost [a] of rectifying the defect by MSD (via a duly contracted third party providing such services), from the supplier with a 25% administrative charge on the labeling cost. (total charge = [a]+[a]x0.25) or 2% of the invoiced value, whichever is the highest.

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

6. The specifications of the product offered by the suppliers in the tender, shall match with the tender specifications for the item and **any form of alternate offers for the same, will not be entertained,** when there are product/s offered in compliance with the tender specification.

Shelf life & Warrantees

7. In respect of Non consumables; laboratory items and surgical items: Manufacturer or supplier or local agent shall provide a warranty for a period, not less than as specified in the specification of the item and /or it²s sub components/articles supplied (eg: Special Instrument sets), unless otherwise agreed upon prior to awarding the tender.

The supplier²s invoice shall indicate, the validity period of the warrantee from the date of receiving goods at MSD and a warrantee card with all details, including the local contact details of warrantee services provider, shall also be inserted in each individual pack.

Foreign suppliers of all such items shall have their own local agent in Sri Lanka, capable of providing technical support, repair and spares, when necessary (**This clause No. 07 is not applicable for all Pharmaceuticals and all Consumable Surgical & Laboratory items)**

8. Freshly manufactured stocks of the product shall be supplied; thereby the residual Shelf Life (shelf life remaining at the time of delivery of goods in Sri Lanka/MSD stores/Sri Lanka) of the product, shall be 85% of the product shelf life specified in Indent/PO or as certified in the product registration certificate or indicated in any other way by NMRA)

(a) When the shelf life is not specified in the indent/PO/item spec; the requested shelf life shall be considered as, 36 months for surgical items. (Shelf life of not applicable for surgical non-consumables) and 24 months for Pharma/Laboratory items. The Difference of the residual and requested product shelf life shall not exceed 1/6th (one sixth) of the original product shelf life.

(b) In the violation of the above tender condition, Director/MSD reserves the right to accept a reduced quantity, that is usable (as per the actual consumption rate) up to three months before the expiry of same and will subject to application of a penalty (as clause No. 37 and footnote 01)

Standards & Quality

9. Standards; In respect of all Pharmaceutical products supplied, shall comply Pharmacopoeia Standards that are indicated in the item specifications, other Pharmacopoeia Standards accepted in the product registration by the National Medicines Regulatory Authority.

10. As per the product registration dossier approved by NMRA, the product information leaflet (PIL) for the Pharmaceuticals items and the user manual/instruction pamphlet for surgical items. With information to users regarding the; storage conditions, maintenance, and other product compatibilities, shall be provided with the product, for acceptance of goods by MSD.

Any product deficient of or incompatible with, its sub-components/accessories, not at the specified quality standards or all its components not unitized appropriately in packaging (as a set) shall be rejected.

11. Withdrawal from use of items due to quality failure found as manufacturer²s/Supplier²s fault:

(a). In case of batch withdrawal, **value of entire batch quantity supplied** shall be recovered from the supplier.

(b).In case of product withdrawal, **value of entire product quantity** supplied shall be recovered from the supplier.

(c). In the event of either a) or b) above, supplier shall be charged the total **cost involved for MSD, of the quality failed supplies** with 25% administrative charge of the same**.**

12. The storage conditions and the packing requirements of the product shall conform to the information given by the manufacturer and accepted by NMRA for the product registration or shall conform to the information submitted for waiver of registration granted by NMRA in exceptional circumstances.(refer clause No.24)

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

13. Immediately after delivery at MSD, the consignments shall be subjected to testing appropriately drawn, one random batch sample (Post-delivery sample) of the consignment at a government/semi-government/accredited laboratory (to be selectively applied for Surgical & Lab items, depending on availability of testing methodology and facilities)

If the sample is found to be substandard, random batch samples will be tested from all the batches/lots in the consignment, and entire expenses on such tests, like value of samples, transport, sampling and testing charges, etc, will be recovered from the supplier.

14. Consignments supplied to MSD violating the storage conditions indicated on product labels and/or product information leaflet (as accepted for product registration at NMRA), shall be considered as quality affected consignments and quality assurance of such consignments shall be carried out by post-delivery testing at government / semi government laboratory in Sri Lanka or at an accredited laboratory (foreign/local). All the expenses on such an event, including storage cost shall be borne by the supplier. If found to be quality affected the consignment will be treated as quality failed (as clause No.11).

15. **Pack size, Labeling & Packaging**

Offers for pack sizes at a lower level(smaller quantity per pack) than the pack size specified in the item description/specification and MSD order List, are also acceptable, but higher level (larger quantity per pack) pack sizes will not be entertained unless otherwise offered with the original bid and accepted by the procurement committee, with the concurrence of MSD.

16. In respect of bulk packs (not applicable for blister/strip packs), ³DHS´ mark shall be ;
(a). embossed or printed in case of tablets
(b). printed in case of capsules

Above condition can be waved off, if the purchase order quantity is less than 100,000 tablets/capsules, with deliveries in one/more lots **or** when an exemption is notified in the special order conditions of the relevant MSD order list (**This clause No. 16 is not applicable for all consumable and Non consumable Surgical and Laboratory Items)**

17. Each; innermost pack, vial/ampoule, pre-filled syringe or bottle, shall bear the item Description, SR No, Batch No/Lot no., Product Reference/Catalogue Nos of Surgical items), Date of Manufacture, Date of Expiry (of consumables only) and ³STATE LOGO´ of Government of Sri Lanka.

It is essential to include and exactly match the dates of Expiry (not applicable for Surgical Non-consumables) & date of Manufacture (in any form as ³Year & Month´ or ³No Exp.´), in the innermost pack and supplier²s invoice.

18. Description of the Item, SR No, Date of Manufacture, Date of Expiry, Batch No, Name and address of manufacturer and ³STATE LOGO´ of Sri Lanka Government shall be clearly marked on the outer covering of the individual/innermost pack containing the minimum unit of measure, including blister & strip cards and on the outer cover of the carton/box.
Any deviations of the Date of Manufacture (DOM)/ Date of Expiry(DOE)declared in the offer shall be approved by MSD and DOM & DOE shall consist of at least the year & month.

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

20. Batch Number of the product shall be separately Barcoded (in Code 128 or 2D formats) and Barcode shall be printed on the labels at all levels of packing as described below, conforming to the industry standards in Barcode printing and pasting.
Format shall be according to Code 128 or 2D standards.
Maximum barcode size shall be 5.0cm (length) x 2.5cm (width).

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

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

Storage Conditions & Temperature

22. If the storage temperature & conditions are not specified in the item specification, NMRA accepted product storage conditions, shall conform to Sri Lankan ambient storage conditions in the ranges of 30^0c +/- 2^0c temperature and 75% +/-5% relative humidity. The product storage conditions shall be clearly indicated at all levels of labels/packages/boxes.

23. Maintenance of Cold Chain;

a. In case of cold storage items, cold chain monitors (temperature recording devices) shall be included for each carton and the cold chain shall be maintained according to the manufacturer²s instructions during storage, transport and delivery.

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

c. If the cold chain break is observed at the time of taking over the consignments by MSD, such consignments shall be rejected, indicating the reason on the relevant **WDN or copy of the delivery documents.** In such an event, the SPC shall arrange necessary cold storage for the consignment until ±observed cold chain break² is investigated leading to acceptance / total rejection of consignment and the expenses born by MSD / SPC in arranging the cold storage shall be recovered from the supplier.

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

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

24. In respect of the products requiring controlled temperature storage (Eg. < 25^0c, 2-25^0c, 15-20^0c/30^0c, 2-8^0c etc.), supplier shall provide MSD with latest product stability study reports with the invoice of the consignment.(report shall include studies; at 30^0c +/- 2^0c & 75% +/- 5% RH for **AC stored** items and at 25^0c +/- 2^0c & 60% +/- 5% RH for **Cold stored** items. It shall be a true copy of the latest report submitted to NMRA or a report issued within last 05 years). (refer clause No.12)

Delivery Requirements

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

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

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

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

(a). A penalty of 0.5% per day of the consignment value, calculated commencing from the 15th day up to 60th day delay from the due delivery date, as per the indent/PO or its² latest amended delivery schedules.

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

28. (i). If any local purchases were to be made by MSD/SPC to ensure continuity of supply (due to noncompliance of Indent/PO/its² amended; delivery schedule); in the ensuing period inclusive of the grace period for delivery from due delivery date, extra expenditure incurred on such local purchases, over the landed cost of relevant SPC main order, shall be recovered from the supplier.

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

29. In respect of local manufacturers/ local suppliers, all deliveries shall be made only on week days excluding public holidays, also allowing adequate time to enable the completion of the receiving process at MSD stores before 3.30 p.m. In the event of failure to meet this deadline due to supplier²s fault (eg. In delivery; time, product, document, etc.) goods shall be accepted on the following working day, such date shall be counted for working out penalties as per No. 27 (regarding defaulted consignment) of the conditions of supply.
As an alternative, supplier can request MSD to take over the consignment on the same day, subject to settling all other expenses (i.e. staff OT, forklift charge, etc.) of MSD, by the supplier.

30. The extension of L/C²s overstepping delivery schedules in the Indent/PO/its² amendments, shall not in any way affect the recovery of late delivery charges, as per Condition No. 27 (regarding defaulted consignments) and any other direct or indirect additional costs/liquidated damages, relating/consequent to extension of L/C.

31. When adequate storage space is not available at MSD, to accept a delivery defaulted consignment (deviating from the delivery schedule in the Indent/PO/its² amendments) under the condition No. 27, any additional expenses caused to MSD or SPC in arranging temporary external storage and other expenses (eg. demurrage, detention, container storage, re-handling cum transport, etc.) shall be borne by the supplier.

Documents & Information

32. MSD Order No, Item Description, SR No, Batch No., Date of Manufacture, Date of Expiry and product Storage Condition, shall be indicated in all Supply Invoices and detailed Packing Lists.

33. One of the tender samples of the selected bid shall be forwarded to MSD, for using as a reference sample (can make it; a part of the last consignment or a returnable to supplier) for checking the conformity of the consignments received under the indent/PO. (applicable for all surgical items and laboratory regular items except when specified in respective order lists).

The product artwork or dimensional detail diagrams, product Catalogues and Catalog No²s, as necessary for the surgical items (**not relevant to pharmaceutical & Laboratory items)** shall be provided with the bid document, for reference in the; tender evaluation by SPC, ascertaining (before awarding) user acceptance of deviations from the spec by MSD and inspecting the consignments delivered to MSD.

The artwork of the; specimen labels, minimum pack and outer most box/shipper carton, that satisfies the above mentioned labeling conditions shall be provided before signing the contract with the performance bond.

34 The supplier shall submit all shipping documents to (Including Bills of Lading / Draft Air Way Bills etc.) SPC Imports department and MSD by e-mail (**follow instructions in website www.msd.gov.lk**), at least 03 days before the Expected Time of Arrival (ETA) of sea freighted consignments & 02 days before the ETA of Air freighted consignments.

35. After releasing the Indent/PO or establishing L/C, the latest logistical position of manufacturing & supply on the Indent/PO, shall be updated biweekly through e-mails to SPC with a copy to MSD by the supplier.(follow instructions in the website www.msd.gov.lk)
If it is not complied or the information so provided are found to be incomplete/false, the grace period (for supply delays) mentioned in the condition No. 27 will not be applicable.

Common conditions

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

37. Administrative surcharge of 25%(on the value of goods), will be applied for tender condition violations that cause deficiencies in supply with respect to; quality, standards & specifications, short packing & short supply or delayed delivery as per the cabinet decision. **(eg. As in conditions No. 08,05,10,13)**

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

(b) Part B-Special Order Conditions (SOC) of Supply

Note: SOCs are used, when it is really necessary to enable, item/order list specific deviations from the GOC clauses that are applicable to all or selected items in the order list concerned and in which case the relevant order list No. and SR No. s, shall be indicated separately against each clause of SOC, with the counter signature of Director (MSD) to make it effective.

(i) -

(ii) -

(iii) -

Sufficient quantity of samples should be forwarded for evaluation.

Special Conditions

- Suppliers should submit all shipping documents including the Bill of lading or Air Way Bill to SPC at least 2-3 days prior to arrival of the consignments to prevent any delay in clearance.

- In the event of an award made to you on this tender, SPC reserve the right to cancel/suspend the procuring of said order in any stage, if you would be placed the defaulted supplier's list due to quality failure found in your previous supplies made to SPC or non compliance of contractual agreement.

- This bid is administered by the provisions of the "Public Contract Act No. 3 of 1987" and therefore, in the event bidder is to retain an agent, representative, nominee for and on behalf of Bid or shall register himself and such public contact act in accordance with the section 10 of the Public Contract Act and produce such valid original certificate of registration with the bid.

- 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.

- Destination Terminal Handling charges (THC) should be borne by the supplier at the Port of Loading. Hence when the C&F prices are quoted this should be inclusive of THC.

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

- In the event of delivery of consignments deviating from given delivery schedule by MSD due to default of supplier and same is rejected due lack of storage space available at MSD warehouses, any resulting demurrage charges incurred shall be borne by the suppliers concerned.

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

BID NO: DHS/SUS/WW/79/24 CLOSING ON : 23.08.2023 at 9.00 a.m.

ORDER LIST NUMBER: 2024/SPC/N/C/S/00232

ITEM NO	SR NO	ITEM	QTY Nos.	DELIVERY	Bid Bond value (LKR)
1	11003415	Vascular Graft Tube, Expanded Polytetrafluoroethylene (EPTFE), thick, strechable, size 24mm dia. X 40cm length, sterile.	15	100%-Jan/2024	N/A
2	11003413	Vascular Graft Tube, Expanded Polytetrafluoroethylene (EPTFE), thick, strechable, size 20mm dia. X 40cm length, sterile.	20	100%-Jan/2024	N/A
3	11003412	Vascular Graft Tube, Expanded Polytetrafluoroethylene (EPTFE), thick, strechable, size 18mm dia. X 40cm length, sterile.	20	100%-Jan/2024	N/A
4	11003411	Vascular Graft Tube, Expanded Polytetrafluoroethylene (EPTFE), thick, strechable, size 16mm dia. X 40cm length, sterile.	22	100%-Jan/2024	N/A
5	11003410	Vascular Graft Tube, Expanded Polytetrafluoroethylene (EPTFE), thick, strechable, size 14mm dia. X 40cm length, sterile.	2	100%-Jan/2024	N/A
6	11003409	Vascular Graft Tube, Expanded Polytetrafluoroethylene (EPTFE), thin, non - strechable, size 12mm dia. X 40cm length, sterile.	25	100%-Jan/2024	20,000.00
7	11003408	Vascular Graft Tube, Expanded Polytetrafluoroethylene (EPTFE), thick, strechable, size 10mm dia. X 40cm length, sterile.	25	100%-Jan/2024	20,000.00
8	11003407	Vascular Graft Tube, Expanded Polytetrafluoroethylene (EPTFE), thick, strechable, size 8mm dia. X 40cm length, sterile.	60	100%-Jan/2024	48,000.00
9	11003213	Vascular Graft Tube, Expanded Polytetrafluoroethylene (EPTFE), thin, strechable, size 24mm dia. X 40cm length, sterile.	10	100%-Jan/2024	N/A
10	11003212	Vascular Graft Tube,Expanded Polytetrafluoroethylene(EPTFE),thin,strechable,size 22mm dia.X10cm-40cm length,sterile.	8	100%-Jan/2024	N/A
11	11003211	Vascular Graft Tube, Expanded Polytetrafluoroethylene (EPTFE), thin, strechable, size 20mm dia. X 40cm length, sterile.	20	100%-Jan/2024	N/A
12	11003210	Vascular Graft Tube,Expanded Polytetrafluoroethylene(EPTFE),thin,strechable,size 18mm dia. X 10cm-40cm length,sterile.	10	100%-Jan/2024	N/A

13	11003209	Vascular Graft Tube, Expanded Polytetrafluoroethylene (EPTFE), thin, strechable, size 16mm dia. X 10cm-40cm length, sterile.	40	100%-Jan/2024	246,000.00
14	11003205	Vascular Graft Tube,Expanded Polytetrafluoroethylene(EPTFE),thin,strechable,size 8mm dia. X 10cm-40cm length,sterile.	170	100-Jan/2024 70-Jun/2024	264,400.00
15	11003204	Vascular Graft Tube,Expanded Polytetrafluoroethylene(EPTFE),thin,strechable,size 6mm dia.X 10cm-40cm length,sterile.	152	100-Jan/2024 52-Jun/2024	238,400.00
16	11003203	Vascular Graft Tube,Expanded Polytetrafluoroethylene(EPTFE),thin,strechable,size 5mm dia. X 10cm-40cm length,sterile.	20	100%-Jan/2024	30,000.00
17	11000324	Vascular Graft Tube, polytetrafluoroethylene (PTFE), size 8mm dia. x 40cm length, sterile.	330	200-Jan/2024 130-Jun/2024	528,100.00
18	11000109	Vascular Graft Tube, dacron/ polyester, coated with collagen/gelatin, corrugated, size 32mm dia. x 30cm length, sterile.	15	100%-Jan/2024	N/A
19	11000108	Vascular Graft Tube, dacron/ polyester, coated with collagen/gelatin, corrugated, size 30mm dia. x 30cm length, sterile.	15	100%-Jan/2024	N/A
20	11000107	Vascular Graft Tube, dacron/ polyester, coated with collagen/gelatin, corrugated, size 28mm dia. x 30cm length, sterile.	50	100%-Jan/2024	91,450.00
21	11000106	Vascular Graft Tube, dacron/ polyester, coated with collagen/gelatin, corrugated, size 26mm dia. x 30cm length, sterile.	60	100%-Jan/2024	109,700.00
22	11000105	Vascular Graft Tube, dacron/ polyester, coated with collagen/gelatin, corrugated, size 24mm dia. x 30cm length, sterile.	15	100%-Jan/2024	26,500.00
23	11000104	Vascular Graft Tube, dacron/ polyester, coated with collagen/gelatin, corrugated, size 22mm dia. x 30cm length, sterile.	85	45-Jan/2024 40-May/2024	149,950.00

Packing: 1 Nos.

All tenderers should furnish an unconditional Bid Bond encashable on demand to the value mentioned in the item list. Bid Bond should be submitted with valid up to 20.03.2024 together with the tender

1. Page 9 Condition No. 19.b

Registrar of public contracts

This clause should be amended as awards over Sri Lanka rupees Five Million instead of (LKR) Ten Million.

1. Page 10 Condition No. 20. a
   Representative samples in respect of items offered should be submitted to reach SPC on or before the closing time on the closing date of tender and acknowledgement receipt to be obtained from Administration Department of SPC.

Contract:
The successful supplier should agree to enter into a contract/Agreement is applicable normally for awards which are over LKR 500,000.00 instead of 10.0 Million.

Bidding Document Fee- As per the guideline 6.1.1 (a) of the Government Procurement Guidelines 2006.

A non refundable fee of Rs. 20,000.00 + taxes should be paid in cash to SPC for each set of Tender Documents

Amendments of Bidding Document for Procurement of Surgical/Lab items

(1) **Clause 8**

(a) Bid Bonds to be submitted for each item (SR Number) when estimated value of each item exceeds LKR 01 Million.

(b) Value and validity applicable for the submission of Bid Bond for each item should be as indicated therein.

08.2 The Bid Bond should be valid for at least 30 days beyond the validity of the Bid.

(c) To be deleted.

(2) **Clause 12**

Amend as **REIMBURSEMENT**

12.1 Corporation reserves 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 labeling.

(3) **Clause 16.6**

Any request for a price increment due to LKR depreciating against foreign currency will not be accepted and such bid will be rejected at the preliminary stage of bid evaluation.

(4) **Clause 28.0**

Evaluation will be done as per Bid Form (Annex – II B) and Bid Evaluation Summary Sheet. (Annex – II C, to be submitted along with the Bid and a soft copy as per instruction given in www.spc.lk Web Site)

(5) 2nd column of Annex II B amend as "FULL DESCRIPTION OF ITEM OFFERED THE STANDARD & STORAGE CONDITION"

(6) Annex – 1 to be amend as follows.

SPECIMEN OF ANNEX – 1

ANNEX – 1

BID NO/ BID REFERENCE :
(TENDER NO)

DATE OF ISSUE :

CLOSING DATE & TIME :
(SRI LANKAN TIME)

ORDER LIST NO :

SR No	Item Description/ Specifications	Quantity	Delivery Schedule

Amount of Bid Bond : LKR …….. or USD …….. to be submitted along with the Bid Bond valid till …… (date)

Bid validity period : Bid should be valid till …….. (date)

Bid Document Fee : ……
(should be paid in cash to SPC for each set of Bid Documents)

MSD CONDITIONS OF SUPPLY

1.
2.

Abbreviations : SPC ; State Pharmaceuticals Corporation, MSD; Medical Supplies Division

Annex VI

SPECIMEN OF CONTRACT FORM (IB)

STATE PHARMACEUTICALS CORPORATION OF SRI LANKA

(Established under the State Industrial Corporation Act, No. 49 of *1957)*
"Mehewara Piyasa", 16th Floor, No. 41, Kirula Road, Colombo 05,Sri Lanka.
Telephone (00)94-1-326227 or 2391538 Fax: (00)94-11-2446204
E-mail: dgmcomm@spc.lk or managerimp2spc.lk

DEMOCRATIC SOCIALISTREPUBLIC OF SRI LANKA
AGREEMENT

SPC Ref. No Date :
Bid Ref.

This **AGREEMENT** made and entered into between the State Pharmaceuticals Corporation of Sri Lanka, a Corporation established under the State Industrial Corporation Act. No. 49 of 1957 and having its Head Office at "Mehewara Piyasa", 16th Floor, No. 41, Kirula Road, Colombo 05, 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 **FIRST PART**

AND

M/s é ..
…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 **SECOND PART.**

AND

M/s é ..
…business under the time, style and firm of a company duly registered and carrying business (hereinafter called "the Local Agent" 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 **THIRD PART.**

Whereas the State Pharmaceuticals Corporation has accepted the bid of M/s é é é é é é
é for the supply and delivery
ofé as per the attached indent for é é é é é é marked
SPC é é é é é é é é é é é é é . Dated é é é é é é é é é é é é é and M/s
é will act as local agent of the supplier for all matters arising out of supplies here of.

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. The following documents: -

   (a) Conditions of Contract marked – Annex 1
   (b) Bid Documents marked – Annex 2
   (c) Copy of Indent marked – Annex 3

(hereinafter called ñthe Contract Documentsò) showing and describing the nature and scope of the agreement duly signed by three parties shall be deemed to form and be read and construed as part and partial 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, and the local agent will be responsible for all the matters regarding the supplies which do not confirm to required standard..

The supplier shall be paid for such supply and delivery of the goods according to the Indent marked and in the manner and at the times hereinafter specified.

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

In witness whereof the State Pharmaceuticals Corporation has caused its Common Seal to be affixed and é é é é é é é é é and é é é é é é é é é é . of State Pharmaceuticals Corporation have set their hands and Supplier and the Local Agent has placed its hand/caused its Common Seal to be affixed hereunto and to two other of the same tenor on this é é é é é .20é

The Common Seal of M/s (supplier)é é é é é é é é é é é é é é é é é é ... herein.

1. ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ..

President/Managing Director/C.E.O.

2. ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ..

Director

Witnesses

Signature	Name, Address and ID No./Passport No.
1. é é é é é é é é é é é .	é é é é é é é é é é é é é é é ..
2. é é é é é é é é é é é .	é é é é é é é é é é é é é é é é

The Common Seal of M/s. é é é é é é é é é é é é é é é (Local Agent) herein.

é é é é é é é é é é é é é é é .
President/Managing Director/C.E.O.

é é é é é é é é é é é é é é é .
Director

Witnesses

Signature	Name, Address and ID No./Passport No.
1. é é é é é é é é é é é .	é é é é é é é é é é é é é é é ..
2. é é é é é é é é é é é .	é é é é é é é é é é é é é é é é

CONDITIONS OF CONTRACT

3.FREE REPLACEMENT /REIMBURSEMENT

3.1 SPC reserves the right to call for Free Replacement/Reimbursement in the event of

3.1.1 Short packing
3.1.2 Loss/damage or deterioration of goods supplied (within shelf-life if applicable)
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/or quality standards to the satisfaction of Medical Supplies Division of Sri Lanka/ State Pharmaceuticals Corporation of Sri Lanka.

3.2 In the event of a quality problem, Batch samples would be tested by SPC its authorized personnel at the NMQAL or SPC Quality Assurance Laboratory or any other Quality Assurance Laboratory nominated by SPC or its fitness for use will be determined by and expert Committee appointed by the relevant authority.

3.3 **Withdrawal from use of Item due to quality failure.**

a) In case of batch withdrawal due to quality failure, the supplier/ manufacturer shall reimburse the value of entire batch quantity supplied.
b) In case of product withdrawal due to quality failure, the supplier/ manufacturer shall reimburse the value of entire product quantity supplied.
c) In the event of either a) or b) above the supplier/ manufacturer shall be surcharged additional 25% of the total value concerned as administrative cost.

Samples from the available batches will be retained by 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 and the Local Agent agreed to reimburse the SPC the landed cost and an additional 25% surcharge of the total quantity supplied.

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 7 working days of receipt of same in writing. Parties however shall endeavours 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 parties at the respective addresses at the beginning hereof written.

The common seal of State Pharmaceuticals Corporation of Sri Lanka was affixed)

heretoé) é .) é .) é .)

Authorized signatory

Authorized signatory

<u>Witnesses</u>

Signature	Name, Address and ID No
1……..	**……**
2……	**……**

PL/ns

ANNEX – 1

BID NO. : DHS/SUS/WW/80/24
DATE OF ISSUE : 11TH JULY 2023
CLOSING DATE & TIME : 23RD AUGUST 2023 AT 09.00 HOURS SRI LANKA TIME

Special Conditions for tendering :

1. Offers should be accompanied with the valid registration certificate issued by the National Medicine Regulatory Authority in Sri Lanka
2. Offered item should bear both our SR number and the Item number. However at the bid opening only the item numbers will be read out. Therefore price quoted should be shown against each item number.
3. If the shipment is being effected on FCL basis both FOB and Freight charges should be quoted separately against each item in addition to quoted C & F price.
4. The volume of the total quantity of each item should be given in cubic meters (m^3)
5. **Foreign offers should be on C & F (CPT/CFR) Colombo basis. FOB offers are not acceptable. If offers are received on Import & Supply basis from local suppliers, those offers should be in LKR. All local suppliers/manufacturers should quote in LKR for the total delivery price to MSD stores.**
6. **Fax/E-mail offers directly sent to State Pharmaceuticals Corporation are not acceptable. Tenderers are requested to draw their attention to the clause "Submission of Bids" of the bid document in this regard.**
7. 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.
8. The original payment receipt has to be annexed to the offer. Offers without same will be rejected.
9. We reserve the right to reject offers which do not comply above.
10. The offer should be valid up to 19.02.2024

CONDITIONS FOR SUPPLY OF SURGICAL ITEMS

(a) Part A-General Order Conditions (GOC) of Supply

1. The consignments supplied in respect of an order concerned, shall exactly match with the reference sample submitted and the product information (item descriptions, shelf life/warranty where applicable, manufacturer²s name, country of manufacture, country of origin, etc.) provided in the bid document by the supplier, which has been accepted by the procurement committee, and included in the Indent / Purchase Order (PO), issued by SPC.

2. All items shall be supplied, sourcing from the manufacturer and country of manufacturer, stated in the Purchase Order (PO)/Indent of SPC and wherever applicable shall have a valid product registration from NMRA.

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

When the validity of the product/manufacturing licenses and registrations of NMRA (eg; manufacturing license, product registration and GMP certificates), of local manufacturers / local suppliers, lapses during the year or during the period of supply (delivery schedule), it shall be extended / renewed by the supplier.

A certified copies of afore mentioned valid certificates shall be submitted to MSD by the supplier when deliveries are made.

4. The number of batches per consignment shall be minimal. Batch quantity shall be an equal multiple of the quantity of the consignment and the proportionate size of the batch quantity shall be not less than 15% of the quantity in the consignment.

5. If MSD decides to accept consignment, with deviations from certain tender conditions (eg: with regard to labeling/packaging or any other rectifiable defect at the time of receipt in Sri Lanka due to an urgency, that shall be done subject to, either rectifying the defect within 05 working days by the supplier, or recovering the total cost [a] of rectifying the defect by MSD (via a duly contracted third party providing such services), from the supplier with a 25% administrative charge on the labeling cost. (total charge = [a]+[a]x0.25) or 2% of the invoiced value, whichever is the highest.

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

6. The specifications of the product offered by the suppliers in the tender, shall match with the tender specifications for the item and **any form of alternate offers for the same, will not be entertained,** when there are product/s offered in compliance with the tender specification.

Shelf life & Warrantees

7. In respect of Non consumables; laboratory items and surgical items: Manufacturer or supplier or local agent shall provide a warranty for a period, not less than as specified in the specification of the item and /or it²s sub components/articles supplied (eg: Special Instrument sets), unless otherwise agreed upon prior to awarding the tender.

The supplier²s invoice shall indicate, the validity period of the warrantee from the date of receiving goods at MSD and a warrantee card with all details, including the local contact details of warrantee services provider, shall also be inserted in each individual pack.

Foreign suppliers of all such items shall have their own local agent in Sri Lanka, capable of providing technical support, repair and spares, when necessary (**This clause No. 07 is not applicable for all Pharmaceuticals and all Consumable Surgical & Laboratory items)**

8. Freshly manufactured stocks of the product shall be supplied; thereby the residual Shelf Life (shelf life remaining at the time of delivery of goods in Sri Lanka/MSD stores/Sri Lanka) of the product, shall be 85% of the product shelf life specified in Indent/PO or as certified in the product registration certificate or indicated in any other way by NMRA)

(a) When the shelf life is not specified in the indent/PO/item spec; the requested shelf life shall be considered as, 36 months for surgical items. (Shelf life of not applicable for surgical non-consumables) and 24 months for Pharma/Laboratory items. The Difference of the residual and requested product shelf life shall not exceed 1/6th (one sixth) of the original product shelf life.

(b) In the violation of the above tender condition, Director/MSD reserves the right to accept a reduced quantity, that is usable (as per the actual consumption rate) up to three months before the expiry of same and will subject to application of a penalty (as clause No. 37 and footnote 01)

Standards & Quality

9. Standards; In respect of all Pharmaceutical products supplied, shall comply Pharmacopoeia Standards that are indicated in the item specifications, other Pharmacopoeia Standards accepted in the product registration by the National Medicines Regulatory Authority.

10. As per the product registration dossier approved by NMRA, the product information leaflet (PIL) for the Pharmaceuticals items and the user manual/instruction pamphlet for surgical items. With information to users regarding the; storage conditions, maintenance, and other product compatibilities, shall be provided with the product, for acceptance of goods by MSD.

Any product deficient of or incompatible with, its sub-components/accessories, not at the specified quality standards or all its components not unitized appropriately in packaging (as a set) shall be rejected.

11. Withdrawal from use of items due to quality failure found as manufacturer²s/Supplier²s fault:

(a). In case of batch withdrawal, **value of entire batch quantity supplied** shall be recovered from the supplier.

(b).In case of product withdrawal, **value of entire product quantity** supplied shall be recovered from the supplier.

(c). In the event of either a) or b) above, supplier shall be charged the total **cost involved for MSD, of the quality failed supplies** with 25% administrative charge of the same**.**

12. The storage conditions and the packing requirements of the product shall conform to the information given by the manufacturer and accepted by NMRA for the product registration or shall conform to the information submitted for waiver of registration granted by NMRA in exceptional circumstances.(refer clause No.24)

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

13. Immediately after delivery at MSD, the consignments shall be subjected to testing appropriately drawn, one random batch sample (Post-delivery sample) of the consignment at a government/semi-government/accredited laboratory (to be selectively applied for Surgical & Lab items, depending on availability of testing methodology and facilities)

If the sample is found to be substandard, random batch samples will be tested from all the batches/lots in the consignment, and entire expenses on such tests, like value of samples, transport, sampling and testing charges, etc, will be recovered from the supplier.

14. Consignments supplied to MSD violating the storage conditions indicated on product labels and/or product information leaflet (as accepted for product registration at NMRA), shall be considered as quality affected consignments and quality assurance of such consignments shall be carried out by post-delivery testing at government / semi government laboratory in Sri Lanka or at an accredited laboratory (foreign/local). All the expenses on such an event, including storage cost shall be borne by the supplier. If found to be quality affected the consignment will be treated as quality failed (as clause No.11).

15. **Pack size, Labeling & Packaging**

Offers for pack sizes at a lower level(smaller quantity per pack) than the pack size specified in the item description/specification and MSD order List, are also acceptable, but higher level (larger quantity per pack) pack sizes will not be entertained unless otherwise offered with the original bid and accepted by the procurement committee, with the concurrence of MSD.

16. In respect of bulk packs (not applicable for blister/strip packs), ³DHS´ mark shall be ;
(a). embossed or printed in case of tablets
(b). printed in case of capsules

Above condition can be waved off, if the purchase order quantity is less than 100,000 tablets/capsules, with deliveries in one/more lots **or** when an exemption is notified in the special order conditions of the relevant MSD order list (**This clause No. 16 is not applicable for all consumable and Non consumable Surgical and Laboratory Items)**

17. Each; innermost pack, vial/ampoule, pre-filled syringe or bottle, shall bear the item Description, SR No, Batch No/Lot no., Product Reference/Catalogue Nos of Surgical items), Date of Manufacture, Date of Expiry (of consumables only) and ³STATE LOGO´ of Government of Sri Lanka.

It is essential to include and exactly match the dates of Expiry (not applicable for Surgical Non-consumables) & date of Manufacture (in any form as ³Year & Month´ or ³No Exp.´), in the innermost pack and supplier²s invoice.

18. Description of the Item, SR No, Date of Manufacture, Date of Expiry, Batch No, Name and address of manufacturer and ³STATE LOGO´ of Sri Lanka Government shall be clearly marked on the outer covering of the individual/innermost pack containing the minimum unit of measure, including blister & strip cards and on the outer cover of the carton/box.
Any deviations of the Date of Manufacture (DOM)/ Date of Expiry(DOE)declared in the offer shall be approved by MSD and DOM & DOE shall consist of at least the year & month.

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

20. Batch Number of the product shall be separately Barcoded (in Code 128 or 2D formats) and Barcode shall be printed on the labels at all levels of packing as described below, conforming to the industry standards in Barcode printing and pasting.
Format shall be according to Code 128 or 2D standards.
Maximum barcode size shall be 5.0cm (length) x 2.5cm (width).

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

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

Storage Conditions & Temperature

22. If the storage temperature & conditions are not specified in the item specification, NMRA accepted product storage conditions, shall conform to Sri Lankan ambient storage conditions in the ranges of 30^0c +/- 2^0c temperature and 75% +/-5% relative humidity. The product storage conditions shall be clearly indicated at all levels of labels/packages/boxes.

23. Maintenance of Cold Chain;

a. In case of cold storage items, cold chain monitors (temperature recording devices) shall be included for each carton and the cold chain shall be maintained according to the manufacturer²s instructions during storage, transport and delivery.

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

c. If the cold chain break is observed at the time of taking over the consignments by MSD, such consignments shall be rejected, indicating the reason on the relevant **WDN or copy of the delivery documents.** In such an event, the SPC shall arrange necessary cold storage for the consignment until ±observed cold chain break² is investigated leading to acceptance / total rejection of consignment and the expenses born by MSD / SPC in arranging the cold storage shall be recovered from the supplier.

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

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

24. In respect of the products requiring controlled temperature storage (Eg. < 25^0c, 2-25^0c, 15-20^0c/30^0c, 2-8^0c etc.), supplier shall provide MSD with latest product stability study reports with the invoice of the consignment.(report shall include studies; at 30^0c +/- 2^0c & 75% +/- 5% RH for **AC stored** items and at 25^0c +/- 2^0c & 60% +/- 5% RH for **Cold stored** items. It shall be a true copy of the latest report submitted to NMRA or a report issued within last 05 years). (refer clause No.12)

Delivery Requirements

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

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

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

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

(a). A penalty of 0.5% per day of the consignment value, calculated commencing from the 15th day up to 60th day delay from the due delivery date, as per the indent/PO or its² latest amended delivery schedules.

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

28. (i). If any local purchases were to be made by MSD/SPC to ensure continuity of supply (due to noncompliance of Indent/PO/its² amended; delivery schedule); in the ensuing period inclusive of the grace period for delivery from due delivery date, extra expenditure incurred on such local purchases, over the landed cost of relevant SPC main order, shall be recovered from the supplier.

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

29. In respect of local manufacturers/ local suppliers, all deliveries shall be made only on week days excluding public holidays, also allowing adequate time to enable the completion of the receiving process at MSD stores before 3.30 p.m. In the event of failure to meet this deadline due to supplier²s fault (eg. In delivery; time, product, document, etc.) goods shall be accepted on the following working day, such date shall be counted for working out penalties as per No. 27 (regarding defaulted consignment) of the conditions of supply.
As an alternative, supplier can request MSD to take over the consignment on the same day, subject to settling all other expenses (i.e. staff OT, forklift charge, etc.) of MSD, by the supplier.

30. The extension of L/C²s overstepping delivery schedules in the Indent/PO/its² amendments, shall not in any way affect the recovery of late delivery charges, as per Condition No. 27 (regarding defaulted consignments) and any other direct or indirect additional costs/liquidated damages, relating/consequent to extension of L/C.

31. When adequate storage space is not available at MSD, to accept a delivery defaulted consignment (deviating from the delivery schedule in the Indent/PO/its² amendments) under the condition No. 27, any additional expenses caused to MSD or SPC in arranging temporary external storage and other expenses (eg. demurrage, detention, container storage, re-handling cum transport, etc.) shall be borne by the supplier.

Documents & Information

32. MSD Order No, Item Description, SR No, Batch No., Date of Manufacture, Date of Expiry and product Storage Condition, shall be indicated in all Supply Invoices and detailed Packing Lists.

33. One of the tender samples of the selected bid shall be forwarded to MSD, for using as a reference sample (can make it; a part of the last consignment or a returnable to supplier) for checking the conformity of the consignments received under the indent/PO. (applicable for all surgical items and laboratory regular items except when specified in respective order lists).

The product artwork or dimensional detail diagrams, product Catalogues and Catalog No²s, as necessary for the surgical items (**not relevant to pharmaceutical & Laboratory items)** shall be provided with the bid document, for reference in the; tender evaluation by SPC, ascertaining (before awarding) user acceptance of deviations from the spec by MSD and inspecting the consignments delivered to MSD.

The artwork of the; specimen labels, minimum pack and outer most box/shipper carton, that satisfies the above mentioned labeling conditions shall be provided before signing the contract with the performance bond.

34 The supplier shall submit all shipping documents to (Including Bills of Lading / Draft Air Way Bills etc.) SPC Imports department and MSD by e-mail (**follow instructions in website www.msd.gov.lk**), at least 03 days before the Expected Time of Arrival (ETA) of sea freighted consignments & 02 days before the ETA of Air freighted consignments.

35. After releasing the Indent/PO or establishing L/C, the latest logistical position of manufacturing & supply on the Indent/PO, shall be updated biweekly through e-mails to SPC with a copy to MSD by the supplier.(follow instructions in the website www.msd.gov.lk)
If it is not complied or the information so provided are found to be incomplete/false, the grace period (for supply delays) mentioned in the condition No. 27 will not be applicable.

Common conditions

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

37. Administrative surcharge of 25%(on the value of goods), will be applied for tender condition violations that cause deficiencies in supply with respect to; quality, standards & specifications, short packing & short supply or delayed delivery as per the cabinet decision. **(eg. As in conditions No. 08,05,10,13)**

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

(b) Part B-Special Order Conditions (SOC) of Supply

Note: SOCs are used, when it is really necessary to enable, item/order list specific deviations from the GOC clauses that are applicable to all or selected items in the order list concerned and in which case the relevant order list No. and SR No. s, shall be indicated separately against each clause of SOC, with the counter signature of Director (MSD) to make it effective.

(i) -

(ii) -

(iii) -

Sufficient quantity of samples should be forwarded for evaluation.

Special Conditions

- Suppliers should submit all shipping documents including the Bill of lading or Air Way Bill to SPC at least 2-3 days prior to arrival of the consignments to prevent any delay in clearance.

- In the event of an award made to you on this tender, SPC reserve the right to cancel/suspend the procuring of said order in any stage, if you would be placed the defaulted supplier's list due to quality failure found in your previous supplies made to SPC or non compliance of contractual agreement.

- This bid is administered by the provisions of the "Public Contract Act No. 3 of 1987" and therefore, in the event bidder is to retain an agent, representative, nominee for and on behalf of Bid or shall register himself and such public contact act in accordance with the section 10 of the Public Contract Act and produce such valid original certificate of registration with the bid.

- 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.

- Destination Terminal Handling charges (THC) should be borne by the supplier at the Port of Loading. Hence when the C&F prices are quoted this should be inclusive of THC.

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

- In the event of delivery of consignments deviating from given delivery schedule by MSD due to default of supplier and same is rejected due lack of storage space available at MSD warehouses, any resulting demurrage charges incurred shall be borne by the suppliers concerned.

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

BID NO: DHS/SUS/WW/80/24 CLOSING ON : 23.08.2023 at 9.00 a.m.

ORDER LIST NUMBER: 2024/SPC/N/C/S/00022

ITEM NO	SR NO	ITEM	QTY set	DELIVERY	Bid Bond value (LKR)
2	12704103	TKR Implant Component for Total Knee Replacement(TKR) System of fixed Bearing,Higher Flexion Knee Type,Per patient basis.Free instrumentation(SR 21200127) to be supplied for each 50 sets of implants.	500	500-Jan/2024	N/A

Packing: 1 set

1. Page 9 Condition No. 19.b

Registrar of public contracts

This clause should be amended as awards over Sri Lanka rupees Five Million instead of (LKR) Ten Million.

1. Page 10 Condition No. 20. a
   Representative samples in respect of items offered should be submitted to reach SPC on or before the closing time on the closing date of tender and acknowledgement receipt to be obtained from Administration Department of SPC.

Contract:
The successful supplier should agree to enter into a contract/Agreement is applicable normally for awards which are over LKR 500,000.00 instead of 10.0 Million.

Bidding Document Fee- As per the guideline 6.1.1 (a) of the Government Procurement Guidelines 2006.

A non refundable fee of Rs. 20,000.00 + taxes should be paid in cash to SPC for each set of Tender Documents

Amendments of Bidding Document for Procurement of Surgical/Lab items

(1) **Clause 8**

(a) Bid Bonds to be submitted for each item (SR Number) when estimated value of each item exceeds LKR 01 Million.

(b) Value and validity applicable for the submission of Bid Bond for each item should be as indicated therein.

08.2 The Bid Bond should be valid for at least 30 days beyond the validity of the Bid.

(c) To be deleted.

(2) **Clause 12**

Amend as **REIMBURSEMENT**

12.1 Corporation reserves 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 labeling.

(3) **Clause 16.6**

Any request for a price increment due to LKR depreciating against foreign currency will not be accepted and such bid will be rejected at the preliminary stage of bid evaluation.

(4) **Clause 28.0**

Evaluation will be done as per Bid Form (Annex – II B) and Bid Evaluation Summary Sheet. (Annex – II C, to be submitted along with the Bid and a soft copy as per instruction given in www.spc.lk Web Site)

(5) 2nd column of Annex II B amend as "FULL DESCRIPTION OF ITEM OFFERED THE STANDARD & STORAGE CONDITION"

(6) Annex – 1 to be amend as follows.

SPECIMEN OF ANNEX – 1

ANNEX – 1

BID NO/ BID REFERENCE :
(TENDER NO)

DATE OF ISSUE :

CLOSING DATE & TIME :
(SRI LANKAN TIME)

ORDER LIST NO :

SR No	Item Description/ Specifications	Quantity	Delivery Schedule

Amount of Bid Bond : LKR …….. or USD …….. to be submitted along with the Bid Bond valid till …… (date)

Bid validity period : Bid should be valid till …….. (date)

Bid Document Fee : ……
(should be paid in cash to SPC for each set of Bid Documents)

MSD CONDITIONS OF SUPPLY

1.
2.

Abbreviations : SPC ; State Pharmaceuticals Corporation, MSD; Medical Supplies Division

Annex VI

SPECIMEN OF CONTRACT FORM (IB)

STATE PHARMACEUTICALS CORPORATION OF SRI LANKA

(Established under the State Industrial Corporation Act, No. 49 of *1957)*
"Mehewara Piyasa", 16th Floor, No. 41, Kirula Road, Colombo 05,Sri Lanka.
Telephone (00)94-1-326227 or 2391538 Fax: (00)94-11-2446204
E-mail: dgmcomm@spc.lk or managerimp2spc.lk

DEMOCRATIC SOCIALISTREPUBLIC OF SRI LANKA
AGREEMENT

SPC Ref. No Date :
Bid Ref.

This **AGREEMENT** made and entered into between the State Pharmaceuticals Corporation of Sri Lanka, a Corporation established under the State Industrial Corporation Act. No. 49 of 1957 and having its Head Office at "Mehewara Piyasa", 16th Floor, No. 41, Kirula Road, Colombo 05, 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 **FIRST PART**

AND

M/s ……………………………………………………………………..
…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 **SECOND PART.**

AND

M/s ……………………………………………………………………..
…business under the time, style and firm of a company duly registered and carrying business (hereinafter called "the Local Agent" 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 **THIRD PART.**

Whereas the State Pharmaceuticals Corporation has accepted the bid of M/s …………………………………………………………… for the supply and delivery of………………………………………… as per the attached indent for ……… marked SPC ……………………… . Dated ……………………… and M/s ……………………………………… will act as local agent of the supplier for all matters arising out of supplies here of.

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. The following documents: -

   (a) Conditions of Contract marked – Annex 1
   (b) Bid Documents marked – Annex 2
   (c) Copy of Indent marked – Annex 3

(hereinafter called ñthe Contract Documentsò) showing and describing the nature and scope of the agreement duly signed by three parties shall be deemed to form and be read and construed as part and partial 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, and the local agent will be responsible for all the matters regarding the supplies which do not confirm to required standard..

   The supplier shall be paid for such supply and delivery of the goods according to the Indent marked and in the manner and at the times hereinafter specified.

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

   In witness whereof the State Pharmaceuticals Corporation has caused its Common Seal to be affixed and é é é é é é é é é and é é é é é é é é é é . of State Pharmaceuticals Corporation have set their hands and Supplier and the Local Agent has placed its hand/caused its Common Seal to be affixed hereunto and to two other of the same tenor on this é é é é é .20é

   The Common Seal of M/s (supplier)é é é é é é é é é é é é é é é é é é ... herein.

1. ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ..

President/Managing Director/C.E.O.

2. ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ..

Director

Witnesses

Signature	Name, Address and ID No./Passport No.
1. é é é é é é é é é é é é .	é é é é é é é é é é é é é é é é ..
2. é é é é é é é é é é é é .	é é é é é é é é é é é é é é é é é

The Common Seal of M/s. é é é é é é é é é é é é é é é (Local Agent) herein.

é é é é é é é é é é é é é é é .
President/Managing Director/C.E.O.

é é é é é é é é é é é é é é é .
Director

Witnesses

Signature	Name, Address and ID No./Passport No.
1. é é é é é é é é é é é é .	é é é é é é é é é é é é é é é ..
2. é é é é é é é é é é é é .	é é é é é é é é é é é é é é é é

CONDITIONS OF CONTRACT

3.FREE REPLACEMENT /REIMBURSEMENT

3.1 SPC reserves the right to call for Free Replacement/Reimbursement in the event of

3.1.1 Short packing
3.1.2 Loss/damage or deterioration of goods supplied (within shelf-life if applicable)
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/or quality standards to the satisfaction of Medical Supplies Division of Sri Lanka/ State Pharmaceuticals Corporation of Sri Lanka.

3.2 In the event of a quality problem, Batch samples would be tested by SPC its authorized personnel at the NMQAL or SPC Quality Assurance Laboratory or any other Quality Assurance Laboratory nominated by SPC or its fitness for use will be determined by and expert Committee appointed by the relevant authority.

3.3 **Withdrawal from use of Item due to quality failure.**

a) In case of batch withdrawal due to quality failure, the supplier/ manufacturer shall reimburse the value of entire batch quantity supplied.
b) In case of product withdrawal due to quality failure, the supplier/ manufacturer shall reimburse the value of entire product quantity supplied.
c) In the event of either a) or b) above the supplier/ manufacturer shall be surcharged additional 25% of the total value concerned as administrative cost.

Samples from the available batches will be retained by 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 and the Local Agent agreed to reimburse the SPC the landed cost and an additional 25% surcharge of the total quantity supplied.

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 7 working days of receipt of same in writing. Parties however shall endeavours 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 parties at the respective addresses at the beginning hereof written.

The common seal of State Pharmaceuticals Corporation of Sri Lanka was affixed)

heretoé)
é .)
é .)
é .)

Authorized signatory

Authorized signatory

Witnesses

Signature Name, Address and ID No

1……………….. **………………………………………………**

2………………… **………………………………………………**

BS/ns

ANNEX – 1

BID NO. : DHS/SUS/WW/81/24
DATE OF ISSUE : 11TH JULY 2023
CLOSING DATE & TIME : 23RD AUGUST 2023 AT 09.00 HOURS SRI LANKA TIME

Special Conditions for tendering :

1. Offers should be accompanied with the valid registration certificate issued by the National Medicine Regulatory Authority in Sri Lanka
2. Offered item should bear both our SR number and the Item number. However at the bid opening only the item numbers will be read out. Therefore price quoted should be shown against each item number.
3. If the shipment is being effected on FCL basis both FOB and Freight charges should be quoted separately against each item in addition to quoted C & F price.
4. The volume of the total quantity of each item should be given in cubic meters (m^3)
5. **Foreign offers should be on C & F (CPT/CFR) Colombo basis. FOB offers are not acceptable. If offers are received on Import & Supply basis from local suppliers, those offers should be in LKR. All local suppliers/manufacturers should quote in LKR for the total delivery price to MSD stores.**
6. **Fax/E-mail offers directly sent to State Pharmaceuticals Corporation are not acceptable. Tenderers are requested to draw their attention to the clause "Submission of Bids" of the bid document in this regard.**
7. 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.
8. The original payment receipt has to be annexed to the offer. Offers without same will be rejected.
9. We reserve the right to reject offers which do not comply above.
10. The offer should be valid up to 19.02.2024

CONDITIONS FOR SUPPLY OF SURGICAL ITEMS

(a) Part A-General Order Conditions (GOC) of Supply

1. The consignments supplied in respect of an order concerned, shall exactly match with the reference sample submitted and the product information (item descriptions, shelf life/warranty where applicable, manufacturer²s name, country of manufacture, country of origin, etc.) provided in the bid document by the supplier, which has been accepted by the procurement committee, and included in the Indent / Purchase Order (PO), issued by SPC.

2. All items shall be supplied, sourcing from the manufacturer and country of manufacturer, stated in the Purchase Order (PO)/Indent of SPC and wherever applicable shall have a valid product registration from NMRA.

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

When the validity of the product/manufacturing licenses and registrations of NMRA (eg; manufacturing license, product registration and GMP certificates), of local manufacturers / local suppliers, lapses during the year or during the period of supply (delivery schedule), it shall be extended / renewed by the supplier.

A certified copies of afore mentioned valid certificates shall be submitted to MSD by the supplier when deliveries are made.

4. The number of batches per consignment shall be minimal. Batch quantity shall be an equal multiple of the quantity of the consignment and the proportionate size of the batch quantity shall be not less than 15% of the quantity in the consignment.

5. If MSD decides to accept consignment, with deviations from certain tender conditions (eg: with regard to labeling/packaging or any other rectifiable defect at the time of receipt in Sri Lanka due to an urgency, that shall be done subject to, either rectifying the defect within 05 working days by the supplier, or recovering the total cost [a] of rectifying the defect by MSD (via a duly contracted third party providing such services), from the supplier with a 25% administrative charge on the labeling cost. (total charge = [a]+[a]x0.25) or 2% of the invoiced value, whichever is the highest.

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

6. The specifications of the product offered by the suppliers in the tender, shall match with the tender specifications for the item and **any form of alternate offers for the same, will not be entertained,** when there are product/s offered in compliance with the tender specification.

Shelf life & Warrantees

7. In respect of Non consumables; laboratory items and surgical items: Manufacturer or supplier or local agent shall provide a warranty for a period, not less than as specified in the specification of the item and /or it²s sub components/articles supplied (eg: Special Instrument sets), unless otherwise agreed upon prior to awarding the tender.

The supplier²s invoice shall indicate, the validity period of the warrantee from the date of receiving goods at MSD and a warrantee card with all details, including the local contact details of warrantee services provider, shall also be inserted in each individual pack.

Foreign suppliers of all such items shall have their own local agent in Sri Lanka, capable of providing technical support, repair and spares, when necessary (**This clause No. 07 is not applicable for all Pharmaceuticals and all Consumable Surgical & Laboratory items)**

8. Freshly manufactured stocks of the product shall be supplied; thereby the residual Shelf Life (shelf life remaining at the time of delivery of goods in Sri Lanka/MSD stores/Sri Lanka) of the product, shall be 85% of the product shelf life specified in Indent/PO or as certified in the product registration certificate or indicated in any other way by NMRA)

(a) When the shelf life is not specified in the indent/PO/item spec; the requested shelf life shall be considered as, 36 months for surgical items. (Shelf life of not applicable for surgical non-consumables) and 24 months for Pharma/Laboratory items. The Difference of the residual and requested product shelf life shall not exceed 1/6th (one sixth) of the original product shelf life.

(b) In the violation of the above tender condition, Director/MSD reserves the right to accept a reduced quantity, that is usable (as per the actual consumption rate) up to three months before the expiry of same and will subject to application of a penalty (as clause No. 37 and footnote 01)

Standards & Quality

9. Standards; In respect of all Pharmaceutical products supplied, shall comply Pharmacopoeia Standards that are indicated in the item specifications, other Pharmacopoeia Standards accepted in the product registration by the National Medicines Regulatory Authority.

10. As per the product registration dossier approved by NMRA, the product information leaflet (PIL) for the Pharmaceuticals items and the user manual/instruction pamphlet for surgical items. With information to users regarding the; storage conditions, maintenance, and other product compatibilities, shall be provided with the product, for acceptance of goods by MSD.

Any product deficient of or incompatible with, its sub-components/accessories, not at the specified quality standards or all its components not unitized appropriately in packaging (as a set) shall be rejected.

11. Withdrawal from use of items due to quality failure found as manufacturer²s/Supplier²s fault:

(a). In case of batch withdrawal, **value of entire batch quantity supplied** shall be recovered from the supplier.

(b).In case of product withdrawal, **value of entire product quantity** supplied shall be recovered from the supplier.

(c). In the event of either a) or b) above, supplier shall be charged the total **cost involved for MSD, of the quality failed supplies** with 25% administrative charge of the same**.**

12. The storage conditions and the packing requirements of the product shall conform to the information given by the manufacturer and accepted by NMRA for the product registration or shall conform to the information submitted for waiver of registration granted by NMRA in exceptional circumstances.(refer clause No.24)

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

13. Immediately after delivery at MSD, the consignments shall be subjected to testing appropriately drawn, one random batch sample (Post-delivery sample) of the consignment at a government/semi-government/accredited laboratory (to be selectively applied for Surgical & Lab items, depending on availability of testing methodology and facilities)

If the sample is found to be substandard, random batch samples will be tested from all the batches/lots in the consignment, and entire expenses on such tests, like value of samples, transport, sampling and testing charges, etc, will be recovered from the supplier.

14. Consignments supplied to MSD violating the storage conditions indicated on product labels and/or product information leaflet (as accepted for product registration at NMRA), shall be considered as quality affected consignments and quality assurance of such consignments shall be carried out by post-delivery testing at government / semi government laboratory in Sri Lanka or at an accredited laboratory (foreign/local). All the expenses on such an event, including storage cost shall be borne by the supplier. If found to be quality affected the consignment will be treated as quality failed (as clause No.11).

15. **Pack size, Labeling & Packaging**

Offers for pack sizes at a lower level(smaller quantity per pack) than the pack size specified in the item description/specification and MSD order List, are also acceptable, but higher level (larger quantity per pack) pack sizes will not be entertained unless otherwise offered with the original bid and accepted by the procurement committee, with the concurrence of MSD.

16. In respect of bulk packs (not applicable for blister/strip packs), ³DHS´ mark shall be ;
(a). embossed or printed in case of tablets
(b). printed in case of capsules

Above condition can be waved off, if the purchase order quantity is less than 100,000 tablets/capsules, with deliveries in one/more lots **or** when an exemption is notified in the special order conditions of the relevant MSD order list (**This clause No. 16 is not applicable for all consumable and Non consumable Surgical and Laboratory Items)**

17. Each; innermost pack, vial/ampoule, pre-filled syringe or bottle, shall bear the item Description, SR No, Batch No/Lot no., Product Reference/Catalogue Nos of Surgical items), Date of Manufacture, Date of Expiry (of consumables only) and ³STATE LOGO´ of Government of Sri Lanka.

It is essential to include and exactly match the dates of Expiry (not applicable for Surgical Non-consumables) & date of Manufacture (in any form as ³Year & Month´ or ³No Exp.´), in the innermost pack and supplier²s invoice.

18. Description of the Item, SR No, Date of Manufacture, Date of Expiry, Batch No, Name and address of manufacturer and ³STATE LOGO´ of Sri Lanka Government shall be clearly marked on the outer covering of the individual/innermost pack containing the minimum unit of measure, including blister & strip cards and on the outer cover of the carton/box.
Any deviations of the Date of Manufacture (DOM)/ Date of Expiry(DOE)declared in the offer shall be approved by MSD and DOM & DOE shall consist of at least the year & month.

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

20. Batch Number of the product shall be separately Barcoded (in Code 128 or 2D formats) and Barcode shall be printed on the labels at all levels of packing as described below, conforming to the industry standards in Barcode printing and pasting.
Format shall be according to Code 128 or 2D standards.
Maximum barcode size shall be 5.0cm (length) x 2.5cm (width).

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

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

Storage Conditions & Temperature

22. If the storage temperature & conditions are not specified in the item specification, NMRA accepted product storage conditions, shall conform to Sri Lankan ambient storage conditions in the ranges of 30^0c +/- 2^0c temperature and 75% +/-5% relative humidity. The product storage conditions shall be clearly indicated at all levels of labels/packages/boxes.

23. Maintenance of Cold Chain;

a. In case of cold storage items, cold chain monitors (temperature recording devices) shall be included for each carton and the cold chain shall be maintained according to the manufacturer²s instructions during storage, transport and delivery.

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

c. If the cold chain break is observed at the time of taking over the consignments by MSD, such consignments shall be rejected, indicating the reason on the relevant **WDN or copy of the delivery documents.** In such an event, the SPC shall arrange necessary cold storage for the consignment until ±observed cold chain break² is investigated leading to acceptance / total rejection of consignment and the expenses born by MSD / SPC in arranging the cold storage shall be recovered from the supplier.

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

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

24. In respect of the products requiring controlled temperature storage (Eg. < 25^0c, 2-25^0c, 15-20^0c/30^0c, 2-8^0c etc.), supplier shall provide MSD with latest product stability study reports with the invoice of the consignment.(report shall include studies; at 30^0c +/- 2^0c & 75% +/- 5% RH for **AC stored** items and at 25^0c +/- 2^0c & 60% +/- 5% RH for **Cold stored** items. It shall be a true copy of the latest report submitted to NMRA or a report issued within last 05 years). (refer clause No.12)

Delivery Requirements

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

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

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

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

(a). A penalty of 0.5% per day of the consignment value, calculated commencing from the 15th day up to 60th day delay from the due delivery date, as per the indent/PO or its² latest amended delivery schedules.

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

28. (i). If any local purchases were to be made by MSD/SPC to ensure continuity of supply (due to noncompliance of Indent/PO/its² amended; delivery schedule); in the ensuing period inclusive of the grace period for delivery from due delivery date, extra expenditure incurred on such local purchases, over the landed cost of relevant SPC main order, shall be recovered from the supplier.

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

29. In respect of local manufacturers/ local suppliers, all deliveries shall be made only on week days excluding public holidays, also allowing adequate time to enable the completion of the receiving process at MSD stores before 3.30 p.m. In the event of failure to meet this deadline due to supplier²s fault (eg. In delivery; time, product, document, etc.) goods shall be accepted on the following working day, such date shall be counted for working out penalties as per No. 27 (regarding defaulted consignment) of the conditions of supply.
As an alternative, supplier can request MSD to take over the consignment on the same day, subject to settling all other expenses (i.e. staff OT, forklift charge, etc.) of MSD, by the supplier.

30. The extension of L/C²s overstepping delivery schedules in the Indent/PO/its² amendments, shall not in any way affect the recovery of late delivery charges, as per Condition No. 27 (regarding defaulted consignments) and any other direct or indirect additional costs/liquidated damages, relating/consequent to extension of L/C.

31. When adequate storage space is not available at MSD, to accept a delivery defaulted consignment (deviating from the delivery schedule in the Indent/PO/its² amendments) under the condition No. 27, any additional expenses caused to MSD or SPC in arranging temporary external storage and other expenses (eg. demurrage, detention, container storage, re-handling cum transport, etc.) shall be borne by the supplier.

Documents & Information

32. MSD Order No, Item Description, SR No, Batch No., Date of Manufacture, Date of Expiry and product Storage Condition, shall be indicated in all Supply Invoices and detailed Packing Lists.

33. One of the tender samples of the selected bid shall be forwarded to MSD, for using as a reference sample (can make it; a part of the last consignment or a returnable to supplier) for checking the conformity of the consignments received under the indent/PO. (applicable for all surgical items and laboratory regular items except when specified in respective order lists).

The product artwork or dimensional detail diagrams, product Catalogues and Catalog No²s, as necessary for the surgical items (**not relevant to pharmaceutical & Laboratory items)** shall be provided with the bid document, for reference in the; tender evaluation by SPC, ascertaining (before awarding) user acceptance of deviations from the spec by MSD and inspecting the consignments delivered to MSD.

The artwork of the; specimen labels, minimum pack and outer most box/shipper carton, that satisfies the above mentioned labeling conditions shall be provided before signing the contract with the performance bond.

34 The supplier shall submit all shipping documents to (Including Bills of Lading / Draft Air Way Bills etc.) SPC Imports department and MSD by e-mail (**follow instructions in website www.msd.gov.lk**), at least 03 days before the Expected Time of Arrival (ETA) of sea freighted consignments & 02 days before the ETA of Air freighted consignments.

35. After releasing the Indent/PO or establishing L/C, the latest logistical position of manufacturing & supply on the Indent/PO, shall be updated biweekly through e-mails to SPC with a copy to MSD by the supplier.(follow instructions in the website www.msd.gov.lk)
If it is not complied or the information so provided are found to be incomplete/false, the grace period (for supply delays) mentioned in the condition No. 27 will not be applicable.

Common conditions

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

37. Administrative surcharge of 25%(on the value of goods), will be applied for tender condition violations that cause deficiencies in supply with respect to; quality, standards & specifications, short packing & short supply or delayed delivery as per the cabinet decision. **(eg. As in conditions No. 08,05,10,13)**

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

(b) Part B-Special Order Conditions (SOC) of Supply

Note: SOCs are used, when it is really necessary to enable, item/order list specific deviations from the GOC clauses that are applicable to all or selected items in the order list concerned and in which case the relevant order list No. and SR No. s, shall be indicated separately against each clause of SOC, with the counter signature of Director (MSD) to make it effective.

(i) -

(ii) -

(iii) -

Sufficient quantity of samples should be forwarded for evaluation.

Special Conditions

- Suppliers should submit all shipping documents including the Bill of lading or Air Way Bill to SPC at least 2-3 days prior to arrival of the consignments to prevent any delay in clearance.

- In the event of an award made to you on this tender, SPC reserve the right to cancel/suspend the procuring of said order in any stage, if you would be placed the defaulted supplier's list due to quality failure found in your previous supplies made to SPC or non compliance of contractual agreement.

- This bid is administered by the provisions of the "Public Contract Act No. 3 of 1987" and therefore, in the event bidder is to retain an agent, representative, nominee for and on behalf of Bid or shall register himself and such public contact act in accordance with the section 10 of the Public Contract Act and produce such valid original certificate of registration with the bid.

- 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.

- Destination Terminal Handling charges (THC) should be borne by the supplier at the Port of Loading. Hence when the C&F prices are quoted this should be inclusive of THC.

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

- In the event of delivery of consignments deviating from given delivery schedule by MSD due to default of supplier and same is rejected due lack of storage space available at MSD warehouses, any resulting demurrage charges incurred shall be borne by the suppliers concerned.

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

BID NO: DHS/SUS/WW/81/24 CLOSING ON : 23.08.2023 at 9.00 a.m.

ORDER LIST NUMBER: 2024/SPC/N/C/S/00068

ITEM NO	SR NO	ITEM	QTY Nos.	DELIVERY	Bid Bond value (LKR)
1	13529000	Intra Venous Cannula without side port, Surflo type or similar, size 20G cannula, 32mm (approx.) length, sterile.	5500	3000-Jan/2024 2500-May/2024	N/A
4	13529702	Tubing for Contrast Injection, clear, braided and flexible polyurethane or similar material, rated pressure 1200 psi, 80cm - 100cm length, sterile.	500	250-Jan/2024 250-May/2024	N/A
8	13529903	Tubing for Pressure Monitoring, clear, non expanding, medical grade PVC, 105cm - 150cm length, sterile.	8500	3000-Jan/2024 3000-May/2024 2500-Sep/2024	N/A
9	13530100	Inflation Device for PTCA, with 20ml - 25ml syringe capacity.	12000	4000-Jan/2024 4000-May/2024 4000-Oct/2024	1,442,950.00
10	13530200	Y - Adapter with Touhy - Borst valve, with side arm, sterile.	4000	2000-Jan/2024 2000-May/2024	214,600.00
12	13530400	Introducer for coronory guidewires, sterile.	7000	2500-Jan/2024 2500-May/2024 2000-Jul/2024	130,000.00
13	13530500	Hemostasis Valve, with sideport tubing and 3-way stopcock.	2200	900-Jan/2024 900-Apr/2024 400-Jul/2024	77,770.00
15	13530700	Coronary Manifold, Three Port Manifold, high pressure, with rotating adapter, sterile.	15000	5000-Jan/2024 5000-May/2024 5000-Sep/2024	148,900.00

Packing: 1 Nos.

All tenderers should furnish an unconditional Bid Bond encashable on demand to the value mentioned in the item list. Bid Bond should be submitted with valid up to 20.03.2024 together with the tender

1. Page 9 Condition No. 19.b

Registrar of public contracts

This clause should be amended as awards over Sri Lanka rupees Five Million instead of (LKR) Ten Million.

1. Page 10 Condition No. 20. a
   Representative samples in respect of items offered should be submitted to reach SPC on or before the closing time on the closing date of tender and acknowledgement receipt to be obtained from Administration Department of SPC.

Contract:
The successful supplier should agree to enter into a contract/Agreement is applicable normally for awards which are over LKR 500,000.00 instead of 10.0 Million.

Bidding Document Fee- As per the guideline 6.1.1 (a) of the Government Procurement Guidelines 2006.

A non refundable fee of Rs. 35,000.00 + taxes should be paid in cash to SPC for each set of Tender Documents

Amendments of Bidding Document for Procurement of Surgical/Lab items

(1) **Clause 8**

(a) Bid Bonds to be submitted for each item (SR Number) when estimated value of each item exceeds LKR 01 Million.

(b) Value and validity applicable for the submission of Bid Bond for each item should be as indicated therein.

08.2 The Bid Bond should be valid for at least 30 days beyond the validity of the Bid.

(c) To be deleted.

(2) **Clause 12**

Amend as **REIMBURSEMENT**

12.1 Corporation reserves 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 labeling.

(3) **Clause 16.6**

Any request for a price increment due to LKR depreciating against foreign currency will not be accepted and such bid will be rejected at the preliminary stage of bid evaluation.

(4) **Clause 28.0**

Evaluation will be done as per Bid Form (Annex – II B) and Bid Evaluation Summary Sheet. (Annex – II C, to be submitted along with the Bid and a soft copy as per instruction given in www.spc.lk Web Site)

(5) 2nd column of Annex II B amend as "FULL DESCRIPTION OF ITEM OFFERED THE STANDARD & STORAGE CONDITION"

(6) Annex – 1 to be amend as follows.

SPECIMEN OF ANNEX – 1

ANNEX – 1

BID NO/ BID REFERENCE :
(TENDER NO)

DATE OF ISSUE :

CLOSING DATE & TIME :
(SRI LANKAN TIME)

ORDER LIST NO :

SR No	Item Description/ Specifications	Quantity	Delivery Schedule

Amount of Bid Bond : LKR …….. or USD …….. to be submitted along with the Bid Bond valid till …… (date)

Bid validity period : Bid should be valid till …….. (date)

Bid Document Fee : ……
(should be paid in cash to SPC for each set of Bid Documents)

MSD CONDITIONS OF SUPPLY

1.
2.

Abbreviations : SPC ; State Pharmaceuticals Corporation, MSD; Medical Supplies Division

SPECIMEN OF CONTRACT FORM (IB)

STATE PHARMACEUTICALS CORPORATION OF SRI LANKA

(Established under the State Industrial Corporation Act, No. 49 of *1957)*
"Mehewara Piyasa", 16th Floor, No. 41, Kirula Road, Colombo 05,Sri Lanka.
Telephone (00)94-1-326227 or 2391538 Fax: (00)94-11-2446204
E-mail: dgmcomm@spc.lk or managerimp2spc.lk

DEMOCRATIC SOCIALISTREPUBLIC OF SRI LANKA
AGREEMENT

SPC Ref. No Date :
Bid Ref.

This **AGREEMENT** made and entered into between the State Pharmaceuticals Corporation of Sri Lanka, a Corporation established under the State Industrial Corporation Act. No. 49 of 1957 and having its Head Office at "Mehewara Piyasa", 16th Floor, No. 41, Kirula Road, Colombo 05, 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 **FIRST PART**

AND

M/s …………………………………………………………………………………………………..
…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 **SECOND PART.**

AND

M/s …………………………………………………………………………………………………..
…business under the time, style and firm of a company duly registered and carrying business (hereinafter called "the Local Agent" 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 **THIRD PART.**

Whereas the State Pharmaceuticals Corporation has accepted the bid of M/s ……………… ………………………………………………………………………… for the supply and delivery of…………………………………………………………… as per the attached indent for ……………… marked SPC ………………………………… . Dated ………………………………… and M/s ………………………………………………………… will act as local agent of the supplier for all matters arising out of supplies here of.

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. The following documents: -

   (a) Conditions of Contract marked – Annex 1
   (b) Bid Documents marked – Annex 2
   (c) Copy of Indent marked – Annex 3

(hereinafter called ñthe Contract Documentsò) showing and describing the nature and scope of the agreement duly signed by three parties shall be deemed to form and be read and construed as part and partial 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, and the local agent will be responsible for all the matters regarding the supplies which do not confirm to required standard..

The supplier shall be paid for such supply and delivery of the goods according to the Indent marked and in the manner and at the times hereinafter specified.

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

In witness whereof the State Pharmaceuticals Corporation has caused its Common Seal to be affixed and é é é é é é é é é and é é é é é é é é é é . of State Pharmaceuticals Corporation have set their hands and Supplier and the Local Agent has placed its hand/caused its Common Seal to be affixed hereunto and to two other of the same tenor on this é é é é é .20é

The Common Seal of M/s (supplier)é é é é é é é é é é é é é é é é é é ... herein.

1. ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ..

President/Managing Director/C.E.O.

2. ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ..

Director

Witnesses

Signature	Name, Address and ID No./Passport No.
1. é é é é é é é é é é é é .	é é é é é é é é é é é é é é é é ..
2. é é é é é é é é é é é é .	é é é é é é é é é é é é é é é é é

The Common Seal of M/s. é é é é é é é é é é é é é é é (Local Agent) herein.

é é é é é é é é é é é é é é é .
President/Managing Director/C.E.O.

é é é é é é é é é é é é é é é .
Director

Witnesses

Signature	Name, Address and ID No./Passport No.
1. é é é é é é é é é é é é .	é é é é é é é é é é é é é é é ..
2. é é é é é é é é é é é é .	é é é é é é é é é é é é é é é é

CONDITIONS OF CONTRACT

3.FREE REPLACEMENT /REIMBURSEMENT

3.1 SPC reserves the right to call for Free Replacement/Reimbursement in the event of

3.1.1 Short packing
3.1.2 Loss/damage or deterioration of goods supplied (within shelf-life if applicable)
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/or quality standards to the satisfaction of Medical Supplies Division of Sri Lanka/ State Pharmaceuticals Corporation of Sri Lanka.

3.2 In the event of a quality problem, Batch samples would be tested by SPC its authorized personnel at the NMQAL or SPC Quality Assurance Laboratory or any other Quality Assurance Laboratory nominated by SPC or itôs fitness for use will be determined by and expert Committee appointed by the relevant authority.

3.3 **Withdrawal from use of Item due to quality failure.**

a) In case of batch withdrawal due to quality failure, the supplier/ manufacturer shall reimburse the value of entire batch quantity supplied.
b) In case of product withdrawal due to quality failure, the supplier/ manufacturer shall reimburse the value of entire product quantity supplied.
c) In the event of either a) or b) above the supplier/ manufacturer shall be surcharged additional 25% of the total value concerned as administrative cost.

Samples from the available batches will be retained by 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 and the Local Agent agreed to reimburse the SPC the landed cost and an additional 25% surcharge of the total quantity supplied.

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 7 working days of receipt of same in writing. Parties however shall endeavours 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 parties at the respective addresses at the beginning hereof written.

The common seal of State Pharmaceuticals Corporation of Sri Lanka was affixed)

heretoé) é .) é .) é .)

Authorized signatory

Authorized signatory

Witnesses

Signature Name, Address and ID No

1…….. ……

2……. ……

MPN/ns

ANNEX – 1

BID NO. : DHS/SUS/WW/82/24
DATE OF ISSUE : 11TH JULY 2023
CLOSING DATE & TIME : 23RD AUGUST 2023 AT 09.00 HOURS SRI LANKA TIME

Special Conditions for tendering :

1. Offers should be accompanied with the valid registration certificate issued by the National Medicine Regulatory Authority in Sri Lanka
2. Offered item should bear both our SR number and the Item number. However at the bid opening only the item numbers will be read out. Therefore price quoted should be shown against each item number.
3. If the shipment is being effected on FCL basis both FOB and Freight charges should be quoted separately against each item in addition to quoted C & F price.
4. The volume of the total quantity of each item should be given in cubic meters (m^3)
5. **Foreign offers should be on C & F (CPT/CFR) Colombo basis. FOB offers are not acceptable. If offers are received on Import & Supply basis from local suppliers, those offers should be in LKR. All local suppliers/manufacturers should quote in LKR for the total delivery price to MSD stores.**
6. **Fax/E-mail offers directly sent to State Pharmaceuticals Corporation are not acceptable. Tenderers are requested to draw their attention to the clause "Submission of Bids" of the bid document in this regard.**
7. 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.
8. The original payment receipt has to be annexed to the offer. Offers without same will be rejected.
9. We reserve the right to reject offers which do not comply above.
10. The offer should be valid up to 19.02.2024

CONDITIONS FOR SUPPLY OF SURGICAL ITEMS

(a) Part A-General Order Conditions (GOC) of Supply

1. The consignments supplied in respect of an order concerned, shall exactly match with the reference sample submitted and the product information (item descriptions, shelf life/warranty where applicable, manufacturer²s name, country of manufacture, country of origin, etc.) provided in the bid document by the supplier, which has been accepted by the procurement committee, and included in the Indent / Purchase Order (PO), issued by SPC.

2. All items shall be supplied, sourcing from the manufacturer and country of manufacturer, stated in the Purchase Order (PO)/Indent of SPC and wherever applicable shall have a valid product registration from NMRA.

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

When the validity of the product/manufacturing licenses and registrations of NMRA (eg; manufacturing license, product registration and GMP certificates), of local manufacturers / local suppliers, lapses during the year or during the period of supply (delivery schedule), it shall be extended / renewed by the supplier.

A certified copies of afore mentioned valid certificates shall be submitted to MSD by the supplier when deliveries are made.

4. The number of batches per consignment shall be minimal. Batch quantity shall be an equal multiple of the quantity of the consignment and the proportionate size of the batch quantity shall be not less than 15% of the quantity in the consignment.

5. If MSD decides to accept consignment, with deviations from certain tender conditions (eg: with regard to labeling/packaging or any other rectifiable defect at the time of receipt in Sri Lanka due to an urgency, that shall be done subject to, either rectifying the defect within 05 working days by the supplier, or recovering the total cost [a] of rectifying the defect by MSD (via a duly contracted third party providing such services), from the supplier with a 25% administrative charge on the labeling cost. (total charge = [a]+[a]x0.25) or 2% of the invoiced value, whichever is the highest.

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

6. The specifications of the product offered by the suppliers in the tender, shall match with the tender specifications for the item and **any form of alternate offers for the same, will not be entertained,** when there are product/s offered in compliance with the tender specification.

Shelf life & Warrantees

7. In respect of Non consumables; laboratory items and surgical items: Manufacturer or supplier or local agent shall provide a warranty for a period, not less than as specified in the specification of the item and /or it²s sub components/articles supplied (eg: Special Instrument sets), unless otherwise agreed upon prior to awarding the tender.

The supplier²s invoice shall indicate, the validity period of the warrantee from the date of receiving goods at MSD and a warrantee card with all details, including the local contact details of warrantee services provider, shall also be inserted in each individual pack.

Foreign suppliers of all such items shall have their own local agent in Sri Lanka, capable of providing technical support, repair and spares, when necessary (**This clause No. 07 is not applicable for all Pharmaceuticals and all Consumable Surgical & Laboratory items)**

8. Freshly manufactured stocks of the product shall be supplied; thereby the residual Shelf Life (shelf life remaining at the time of delivery of goods in Sri Lanka/MSD stores/Sri Lanka) of the product, shall be 85% of the product shelf life specified in Indent/PO or as certified in the product registration certificate or indicated in any other way by NMRA)

(a) When the shelf life is not specified in the indent/PO/item spec; the requested shelf life shall be considered as, 36 months for surgical items. (Shelf life of not applicable for surgical non-consumables) and 24 months for Pharma/Laboratory items. The Difference of the residual and requested product shelf life shall not exceed 1/6th (one sixth) of the original product shelf life.

(b) In the violation of the above tender condition, Director/MSD reserves the right to accept a reduced quantity, that is usable (as per the actual consumption rate) up to three months before the expiry of same and will subject to application of a penalty (as clause No. 37 and footnote 01)

Standards & Quality

9. Standards; In respect of all Pharmaceutical products supplied, shall comply Pharmacopoeia Standards that are indicated in the item specifications, other Pharmacopoeia Standards accepted in the product registration by the National Medicines Regulatory Authority.

10. As per the product registration dossier approved by NMRA, the product information leaflet (PIL) for the Pharmaceuticals items and the user manual/instruction pamphlet for surgical items. With information to users regarding the; storage conditions, maintenance, and other product compatibilities, shall be provided with the product, for acceptance of goods by MSD.

Any product deficient of or incompatible with, its sub-components/accessories, not at the specified quality standards or all its components not unitized appropriately in packaging (as a set) shall be rejected.

11. Withdrawal from use of items due to quality failure found as manufacturer²s/Supplier²s fault:

(a). In case of batch withdrawal, **value of entire batch quantity supplied** shall be recovered from the supplier.

(b).In case of product withdrawal, **value of entire product quantity** supplied shall be recovered from the supplier.

(c). In the event of either a) or b) above, supplier shall be charged the total **cost involved for MSD, of the quality failed supplies** with 25% administrative charge of the same**.**

12. The storage conditions and the packing requirements of the product shall conform to the information given by the manufacturer and accepted by NMRA for the product registration or shall conform to the information submitted for waiver of registration granted by NMRA in exceptional circumstances.(refer clause No.24)

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

13. Immediately after delivery at MSD, the consignments shall be subjected to testing appropriately drawn, one random batch sample (Post-delivery sample) of the consignment at a government/semi-government/accredited laboratory (to be selectively applied for Surgical & Lab items, depending on availability of testing methodology and facilities)

If the sample is found to be substandard, random batch samples will be tested from all the batches/lots in the consignment, and entire expenses on such tests, like value of samples, transport, sampling and testing charges, etc, will be recovered from the supplier.

14. Consignments supplied to MSD violating the storage conditions indicated on product labels and/or product information leaflet (as accepted for product registration at NMRA), shall be considered as quality affected consignments and quality assurance of such consignments shall be carried out by post-delivery testing at government / semi government laboratory in Sri Lanka or at an accredited laboratory (foreign/local). All the expenses on such an event, including storage cost shall be borne by the supplier. If found to be quality affected the consignment will be treated as quality failed (as clause No.11).

15. **Pack size, Labeling & Packaging**

Offers for pack sizes at a lower level(smaller quantity per pack) than the pack size specified in the item description/specification and MSD order List, are also acceptable, but higher level (larger quantity per pack) pack sizes will not be entertained unless otherwise offered with the original bid and accepted by the procurement committee, with the concurrence of MSD.

16. In respect of bulk packs (not applicable for blister/strip packs), ³DHS´ mark shall be ;
(a). embossed or printed in case of tablets
(b). printed in case of capsules

Above condition can be waved off, if the purchase order quantity is less than 100,000 tablets/capsules, with deliveries in one/more lots **or** when an exemption is notified in the special order conditions of the relevant MSD order list (**This clause No. 16 is not applicable for all consumable and Non consumable Surgical and Laboratory Items)**

17. Each; innermost pack, vial/ampoule, pre-filled syringe or bottle, shall bear the item Description, SR No, Batch No/Lot no., Product Reference/Catalogue Nos of Surgical items), Date of Manufacture, Date of Expiry (of consumables only) and ³STATE LOGO´ of Government of Sri Lanka.

It is essential to include and exactly match the dates of Expiry (not applicable for Surgical Non-consumables) & date of Manufacture (in any form as ³Year & Month´ or ³No Exp.´), in the innermost pack and supplier²s invoice.

18. Description of the Item, SR No, Date of Manufacture, Date of Expiry, Batch No, Name and address of manufacturer and ³STATE LOGO´ of Sri Lanka Government shall be clearly marked on the outer covering of the individual/innermost pack containing the minimum unit of measure, including blister & strip cards and on the outer cover of the carton/box.
Any deviations of the Date of Manufacture (DOM)/ Date of Expiry(DOE)declared in the offer shall be approved by MSD and DOM & DOE shall consist of at least the year & month.

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

20. Batch Number of the product shall be separately Barcoded (in Code 128 or 2D formats) and Barcode shall be printed on the labels at all levels of packing as described below, conforming to the industry standards in Barcode printing and pasting.
Format shall be according to Code 128 or 2D standards.
Maximum barcode size shall be 5.0cm (length) x 2.5cm (width).

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

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

Storage Conditions & Temperature

22. If the storage temperature & conditions are not specified in the item specification, NMRA accepted product storage conditions, shall conform to Sri Lankan ambient storage conditions in the ranges of 30^0c +/- 2^0c temperature and 75% +/-5% relative humidity. The product storage conditions shall be clearly indicated at all levels of labels/packages/boxes.

23. Maintenance of Cold Chain;

a. In case of cold storage items, cold chain monitors (temperature recording devices) shall be included for each carton and the cold chain shall be maintained according to the manufacturer²s instructions during storage, transport and delivery.

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

c. If the cold chain break is observed at the time of taking over the consignments by MSD, such consignments shall be rejected, indicating the reason on the relevant **WDN or copy of the delivery documents.** In such an event, the SPC shall arrange necessary cold storage for the consignment until ±observed cold chain break² is investigated leading to acceptance / total rejection of consignment and the expenses born by MSD / SPC in arranging the cold storage shall be recovered from the supplier.

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

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

24. In respect of the products requiring controlled temperature storage (Eg. < 25^0c, 2-25^0c, 15-20^0c/30^0c, 2-8^0c etc.), supplier shall provide MSD with latest product stability study reports with the invoice of the consignment.(report shall include studies; at 30^0c +/- 2^0c & 75% +/- 5% RH for **AC stored** items and at 25^0c +/- 2^0c & 60% +/- 5% RH for **Cold stored** items. It shall be a true copy of the latest report submitted to NMRA or a report issued within last 05 years). (refer clause No.12)

Delivery Requirements

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

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

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

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

(a). A penalty of 0.5% per day of the consignment value, calculated commencing from the 15th day up to 60th day delay from the due delivery date, as per the indent/PO or its² latest amended delivery schedules.

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

28. (i). If any local purchases were to be made by MSD/SPC to ensure continuity of supply (due to noncompliance of Indent/PO/its² amended; delivery schedule); in the ensuing period inclusive of the grace period for delivery from due delivery date, extra expenditure incurred on such local purchases, over the landed cost of relevant SPC main order, shall be recovered from the supplier.

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

29. In respect of local manufacturers/ local suppliers, all deliveries shall be made only on week days excluding public holidays, also allowing adequate time to enable the completion of the receiving process at MSD stores before 3.30 p.m. In the event of failure to meet this deadline due to supplier²s fault (eg. In delivery; time, product, document, etc.) goods shall be accepted on the following working day, such date shall be counted for working out penalties as per No. 27 (regarding defaulted consignment) of the conditions of supply.
As an alternative, supplier can request MSD to take over the consignment on the same day, subject to settling all other expenses (i.e. staff OT, forklift charge, etc.) of MSD, by the supplier.

30. The extension of L/C²s overstepping delivery schedules in the Indent/PO/its² amendments, shall not in any way affect the recovery of late delivery charges, as per Condition No. 27 (regarding defaulted consignments) and any other direct or indirect additional costs/liquidated damages, relating/consequent to extension of L/C.

31. When adequate storage space is not available at MSD, to accept a delivery defaulted consignment (deviating from the delivery schedule in the Indent/PO/its² amendments) under the condition No. 27, any additional expenses caused to MSD or SPC in arranging temporary external storage and other expenses (eg. demurrage, detention, container storage, re-handling cum transport, etc.) shall be borne by the supplier.

Documents & Information

32. MSD Order No, Item Description, SR No, Batch No., Date of Manufacture, Date of Expiry and product Storage Condition, shall be indicated in all Supply Invoices and detailed Packing Lists.

33. One of the tender samples of the selected bid shall be forwarded to MSD, for using as a reference sample (can make it; a part of the last consignment or a returnable to supplier) for checking the conformity of the consignments received under the indent/PO. (applicable for all surgical items and laboratory regular items except when specified in respective order lists).

The product artwork or dimensional detail diagrams, product Catalogues and Catalog No²s, as necessary for the surgical items (**not relevant to pharmaceutical & Laboratory items)** shall be provided with the bid document, for reference in the; tender evaluation by SPC, ascertaining (before awarding) user acceptance of deviations from the spec by MSD and inspecting the consignments delivered to MSD.

The artwork of the; specimen labels, minimum pack and outer most box/shipper carton, that satisfies the above mentioned labeling conditions shall be provided before signing the contract with the performance bond.

34 The supplier shall submit all shipping documents to (Including Bills of Lading / Draft Air Way Bills etc.) SPC Imports department and MSD by e-mail (**follow instructions in website www.msd.gov.lk**), at least 03 days before the Expected Time of Arrival (ETA) of sea freighted consignments & 02 days before the ETA of Air freighted consignments.

35. After releasing the Indent/PO or establishing L/C, the latest logistical position of manufacturing & supply on the Indent/PO, shall be updated biweekly through e-mails to SPC with a copy to MSD by the supplier.(follow instructions in the website www.msd.gov.lk)
If it is not complied or the information so provided are found to be incomplete/false, the grace period (for supply delays) mentioned in the condition No. 27 will not be applicable.

Common conditions

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

37. Administrative surcharge of 25%(on the value of goods), will be applied for tender condition violations that cause deficiencies in supply with respect to; quality, standards & specifications, short packing & short supply or delayed delivery as per the cabinet decision. **(eg. As in conditions No. 08,05,10,13)**

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

(b) Part B-Special Order Conditions (SOC) of Supply

Note: SOCs are used, when it is really necessary to enable, item/order list specific deviations from the GOC clauses that are applicable to all or selected items in the order list concerned and in which case the relevant order list No. and SR No. s, shall be indicated separately against each clause of SOC, with the counter signature of Director (MSD) to make it effective.

(i) -

(ii) -

(iii) -

Sufficient quantity of samples should be forwarded for evaluation.

Special Conditions

- Suppliers should submit all shipping documents including the Bill of lading or Air Way Bill to SPC at least 2-3 days prior to arrival of the consignments to prevent any delay in clearance.

- In the event of an award made to you on this tender, SPC reserve the right to cancel/suspend the procuring of said order in any stage, if you would be placed the defaulted supplier's list due to quality failure found in your previous supplies made to SPC or non compliance of contractual agreement.

- This bid is administered by the provisions of the "Public Contract Act No. 3 of 1987" and therefore, in the event bidder is to retain an agent, representative, nominee for and on behalf of Bid or shall register himself and such public contact act in accordance with the section 10 of the Public Contract Act and produce such valid original certificate of registration with the bid.

- 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.

- Destination Terminal Handling charges (THC) should be borne by the supplier at the Port of Loading. Hence when the C&F prices are quoted this should be inclusive of THC.

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

- In the event of delivery of consignments deviating from given delivery schedule by MSD due to default of supplier and same is rejected due lack of storage space available at MSD warehouses, any resulting demurrage charges incurred shall be borne by the suppliers concerned.

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

BID NO: DHS/SUS/WW/82/24 CLOSING ON : 23.08.2023 at 9.00 a.m.

ORDER LIST NUMBER: 2024/SPC/N/C/S/00100

ITEM NO	SR NO	ITEM	QTY Nos.	DELIVERY	Bid Bond value (LKR)
2	13524000	Guidewire,J tip,Amplatzer Super Stiff type or similar,stainless steel core,PTFE coated,size 0.89mm(0.038")diameter, 260cm - 300cm length,sterile for Cardiology and Radiology procedures.	600	200-Jan/2024 200-Apr/2024 200-Sep/2024	199,700.00
9	13524800	Guidewire, J tip, Nitinol core, hydrophilic coated, Terumo guidewire M type or similar, size 0.81mm (0.032") diameter, 150cm - 190cm length, sterile.	375	150-Jan/2024 150-Apr/2024 75-Jul/2024	27,350.00
10	13524801	Guidewire, J tip, Nitinol core, hydrophilic coated, Terumo guidewire M type or similar, size 0.81mm (0.032") diameter, 260cm - 300cm length, sterile.	200	100-Jan/2024 100-Apr/2024	N/A
11	13524900	Guidewire, straight tip, Nitinol core, hydrophilic coated, Terumo guidewire M type or similar, size 0.81mm (0.032") diameter, 150cm - 190cm length, sterile.	50	50-Jan/2024	N/A
13	13525000	Guidewire, J tip,Nitinol core,hydrophilic coated,Terumo guidewire M type or similar,size 0.89mm(0.035")diameter,150cm - 190cm length,sterile for Cardiology and Radiology procedures	700	700-Jan/2024	51,220.00
15	13525200	Guidewire,J tip,Nitinol core,hydrophilic coated,Terumo guidewire M type or similar,size 0.97mm (0.038")diameter,150cm - 190cm length,sterile for Cardiology and Radiology procedures	1500	500-Jan/2024 500-May/2024 500-Aug/2024	129,800.00

Packing: 1 Nos.

All tenderers should furnish an unconditional Bid Bond encashable on demand to the value mentioned in the item list. Bid Bond should be submitted with valid up to 20.03.2024 together with the tender

1. Page 9 Condition No. 19.b

Registrar of public contracts

This clause should be amended as awards over Sri Lanka rupees Five Million instead of (LKR) Ten Million.

1. Page 10 Condition No. 20. a
   Representative samples in respect of items offered should be submitted to reach SPC on or before the closing time on the closing date of tender and acknowledgement receipt to be obtained from Administration Department of SPC.

Contract:
The successful supplier should agree to enter into a contract/Agreement is applicable normally for awards which are over LKR 500,000.00 instead of 10.0 Million.

Bidding Document Fee- As per the guideline 6.1.1 (a) of the Government Procurement Guidelines 2006.

A non refundable fee of Rs. 12,500.00 + taxes should be paid in cash to SPC for each set of Tender Documents

Amendments of Bidding Document for Procurement of Surgical/Lab items

(1) **Clause 8**

(a) Bid Bonds to be submitted for each item (SR Number) when estimated value of each item exceeds LKR 01 Million.

(b) Value and validity applicable for the submission of Bid Bond for each item should be as indicated therein.

08.2 The Bid Bond should be valid for at least 30 days beyond the validity of the Bid.

(c) To be deleted.

(2) **Clause 12**

Amend as **REIMBURSEMENT**

12.1 Corporation reserves 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 labeling.

(3) **Clause 16.6**

Any request for a price increment due to LKR depreciating against foreign currency will not be accepted and such bid will be rejected at the preliminary stage of bid evaluation.

(4) **Clause 28.0**

Evaluation will be done as per Bid Form (Annex – II B) and Bid Evaluation Summary Sheet. (Annex – II C, to be submitted along with the Bid and a soft copy as per instruction given in www.spc.lk Web Site)

(5) 2nd column of Annex II B amend as "FULL DESCRIPTION OF ITEM OFFERED THE STANDARD & STORAGE CONDITION"

(6) Annex – 1 to be amend as follows.

SPECIMEN OF ANNEX – 1

ANNEX – 1

BID NO/ BID REFERENCE :
(TENDER NO)

DATE OF ISSUE :

CLOSING DATE & TIME :
(SRI LANKAN TIME)

ORDER LIST NO :

SR No	Item Description/ Specifications	Quantity	Delivery Schedule

Amount of Bid Bond : LKR …….. or USD …….. to be submitted along with the Bid Bond valid till …… (date)

Bid validity period : Bid should be valid till …….. (date)

Bid Document Fee : ……
(should be paid in cash to SPC for each set of Bid Documents)

MSD CONDITIONS OF SUPPLY

1.
2.

Abbreviations : SPC ; State Pharmaceuticals Corporation, MSD; Medical Supplies Division

Annex VI

SPECIMEN OF CONTRACT FORM (IB)

STATE PHARMACEUTICALS CORPORATION OF SRI LANKA

(Established under the State Industrial Corporation Act, No. 49 of *1957)*
"Mehewara Piyasa", 16th Floor, No. 41, Kirula Road, Colombo 05,Sri Lanka.
Telephone (00)94-1-326227 or 2391538 Fax: (00)94-11-2446204
E-mail: dgmcomm@spc.lk or managerimp2spc.lk

DEMOCRATIC SOCIALISTREPUBLIC OF SRI LANKA
AGREEMENT

SPC Ref. No Date :
Bid Ref.

This **AGREEMENT** made and entered into between the State Pharmaceuticals Corporation of Sri Lanka, a Corporation established under the State Industrial Corporation Act. No. 49 of 1957 and having its Head Office at "Mehewara Piyasa", 16th Floor, No. 41, Kirula Road, Colombo 05, 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 **FIRST PART**

AND

M/s ……………………………………………………………..
…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 **SECOND PART.**

AND

M/s ……………………………………………………………..
…business under the time, style and firm of a company duly registered and carrying business (hereinafter called "the Local Agent" 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 **THIRD PART.**

Whereas the State Pharmaceuticals Corporation has accepted the bid of M/s ………………………………………………………………… for the supply and delivery of………………………………………… as per the attached indent for ………… marked SPC …………………………. Dated ………………………… and M/s ………………………………………… will act as local agent of the supplier for all matters arising out of supplies here of.

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. The following documents: -

   (a) Conditions of Contract marked – Annex 1
   (b) Bid Documents marked – Annex 2
   (c) Copy of Indent marked – Annex 3

(hereinafter called ñthe Contract Documentsò) showing and describing the nature and scope of the agreement duly signed by three parties shall be deemed to form and be read and construed as part and partial 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, and the local agent will be responsible for all the matters regarding the supplies which do not confirm to required standard..

The supplier shall be paid for such supply and delivery of the goods according to the Indent marked and in the manner and at the times hereinafter specified.

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

In witness whereof the State Pharmaceuticals Corporation has caused its Common Seal to be affixed and é é é é é é é é é and é é é é é é é é é é . of State Pharmaceuticals Corporation have set their hands and Supplier and the Local Agent has placed its hand/caused its Common Seal to be affixed hereunto and to two other of the same tenor on this é é é é é .20é

The Common Seal of M/s (supplier)é é é é é é é é é é é é é é é é é é ... herein.

1. ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ..

President/Managing Director/C.E.O.

2. ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ..

Director

Witnesses

Signature	Name, Address and ID No./Passport No.
1. é é é é é é é é é é é .	é é é é é é é é é é é é é é é ..
2. é é é é é é é é é é é .	é é é é é é é é é é é é é é é é

The Common Seal of M/s. é é é é é é é é é é é é é é é (Local Agent) herein.

é é é é é é é é é é é é é é é .
President/Managing Director/C.E.O.

é é é é é é é é é é é é é é é .
Director

Witnesses

Signature	Name, Address and ID No./Passport No.
1. é é é é é é é é é é é .	é é é é é é é é é é é é é é é ..
2. é é é é é é é é é é é .	é é é é é é é é é é é é é é é é

CONDITIONS OF CONTRACT

3.FREE REPLACEMENT /REIMBURSEMENT

3.1 SPC reserves the right to call for Free Replacement/Reimbursement in the event of

3.1.1 Short packing
3.1.2 Loss/damage or deterioration of goods supplied (within shelf-life if applicable)
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/or quality standards to the satisfaction of Medical Supplies Division of Sri Lanka/ State Pharmaceuticals Corporation of Sri Lanka.

3.2 In the event of a quality problem, Batch samples would be tested by SPC its authorized personnel at the NMQAL or SPC Quality Assurance Laboratory or any other Quality Assurance Laboratory nominated by SPC or its fitness for use will be determined by and expert Committee appointed by the relevant authority.

3.3 **Withdrawal from use of Item due to quality failure.**

a) In case of batch withdrawal due to quality failure, the supplier/ manufacturer shall reimburse the value of entire batch quantity supplied.
b) In case of product withdrawal due to quality failure, the supplier/ manufacturer shall reimburse the value of entire product quantity supplied.
c) In the event of either a) or b) above the supplier/ manufacturer shall be surcharged additional 25% of the total value concerned as administrative cost.

Samples from the available batches will be retained by 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 and the Local Agent agreed to reimburse the SPC the landed cost and an additional 25% surcharge of the total quantity supplied.

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 7 working days of receipt of same in writing. Parties however shall endeavours 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 parties at the respective addresses at the beginning hereof written.

The common seal of State Pharmaceuticals Corporation of Sri Lanka was affixed)

heretoé)
é .)
é .)
é .)

Authorized signatory

Authorized signatory

Witnesses

Signature	Name, Address and ID No
1……..	**……**
2……	**……**

MPN/ns

ANNEX – 1

BID NO. : DHS/SUS/WW/83/24
DATE OF ISSUE : 11TH JULY 2023
CLOSING DATE & TIME : 23RD AUGUST 2023 AT 09.00 HOURS SRI LANKA TIME

Special Conditions for tendering :

1. Offers should be accompanied with the valid registration certificate issued by the National Medicine Regulatory Authority in Sri Lanka
2. Offered item should bear both our SR number and the Item number. However at the bid opening only the item numbers will be read out. Therefore price quoted should be shown against each item number.
3. If the shipment is being effected on FCL basis both FOB and Freight charges should be quoted separately against each item in addition to quoted C & F price.
4. The volume of the total quantity of each item should be given in cubic meters (m^3)
5. **Foreign offers should be on C & F (CPT/CFR) Colombo basis. FOB offers are not acceptable. If offers are received on Import & Supply basis from local suppliers, those offers should be in LKR. All local suppliers/manufacturers should quote in LKR for the total delivery price to MSD stores.**
6. **Fax/E-mail offers directly sent to State Pharmaceuticals Corporation are not acceptable. Tenderers are requested to draw their attention to the clause "Submission of Bids" of the bid document in this regard.**
7. 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.
8. The original payment receipt has to be annexed to the offer. Offers without same will be rejected.
9. We reserve the right to reject offers which do not comply above.
10. The offer should be valid up to 19.02.2024

CONDITIONS FOR SUPPLY OF SURGICAL ITEMS

(a) Part A-General Order Conditions (GOC) of Supply

1. The consignments supplied in respect of an order concerned, shall exactly match with the reference sample submitted and the product information (item descriptions, shelf life/warranty where applicable, manufacturer²s name, country of manufacture, country of origin, etc.) provided in the bid document by the supplier, which has been accepted by the procurement committee, and included in the Indent / Purchase Order (PO), issued by SPC.

2. All items shall be supplied, sourcing from the manufacturer and country of manufacturer, stated in the Purchase Order (PO)/Indent of SPC and wherever applicable shall have a valid product registration from NMRA.

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

When the validity of the product/manufacturing licenses and registrations of NMRA (eg; manufacturing license, product registration and GMP certificates), of local manufacturers / local suppliers, lapses during the year or during the period of supply (delivery schedule), it shall be extended / renewed by the supplier.

A certified copies of afore mentioned valid certificates shall be submitted to MSD by the supplier when deliveries are made.

4. The number of batches per consignment shall be minimal. Batch quantity shall be an equal multiple of the quantity of the consignment and the proportionate size of the batch quantity shall be not less than 15% of the quantity in the consignment.

5. If MSD decides to accept consignment, with deviations from certain tender conditions (eg: with regard to labeling/packaging or any other rectifiable defect at the time of receipt in Sri Lanka due to an urgency, that shall be done subject to, either rectifying the defect within 05 working days by the supplier, or recovering the total cost [a] of rectifying the defect by MSD (via a duly contracted third party providing such services), from the supplier with a 25% administrative charge on the labeling cost. (total charge = [a]+[a]x0.25) or 2% of the invoiced value, whichever is the highest.

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

6. The specifications of the product offered by the suppliers in the tender, shall match with the tender specifications for the item and **any form of alternate offers for the same, will not be entertained,** when there are product/s offered in compliance with the tender specification.

Shelf life & Warrantees

7. In respect of Non consumables; laboratory items and surgical items: Manufacturer or supplier or local agent shall provide a warranty for a period, not less than as specified in the specification of the item and /or it²s sub components/articles supplied (eg: Special Instrument sets), unless otherwise agreed upon prior to awarding the tender.

The supplier²s invoice shall indicate, the validity period of the warrantee from the date of receiving goods at MSD and a warrantee card with all details, including the local contact details of warrantee services provider, shall also be inserted in each individual pack.

Foreign suppliers of all such items shall have their own local agent in Sri Lanka, capable of providing technical support, repair and spares, when necessary (**This clause No. 07 is not applicable for all Pharmaceuticals and all Consumable Surgical & Laboratory items)**

8. Freshly manufactured stocks of the product shall be supplied; thereby the residual Shelf Life (shelf life remaining at the time of delivery of goods in Sri Lanka/MSD stores/Sri Lanka) of the product, shall be 85% of the product shelf life specified in Indent/PO or as certified in the product registration certificate or indicated in any other way by NMRA)

(a) When the shelf life is not specified in the indent/PO/item spec; the requested shelf life shall be considered as, 36 months for surgical items. (Shelf life of not applicable for surgical non-consumables) and 24 months for Pharma/Laboratory items. The Difference of the residual and requested product shelf life shall not exceed 1/6th (one sixth) of the original product shelf life.

(b) In the violation of the above tender condition, Director/MSD reserves the right to accept a reduced quantity, that is usable (as per the actual consumption rate) up to three months before the expiry of same and will subject to application of a penalty (as clause No. 37 and footnote 01)

Standards & Quality

9. Standards; In respect of all Pharmaceutical products supplied, shall comply Pharmacopoeia Standards that are indicated in the item specifications, other Pharmacopoeia Standards accepted in the product registration by the National Medicines Regulatory Authority.

10. As per the product registration dossier approved by NMRA, the product information leaflet (PIL) for the Pharmaceuticals items and the user manual/instruction pamphlet for surgical items. With information to users regarding the; storage conditions, maintenance, and other product compatibilities, shall be provided with the product, for acceptance of goods by MSD.

Any product deficient of or incompatible with, its sub-components/accessories, not at the specified quality standards or all its components not unitized appropriately in packaging (as a set) shall be rejected.

11. Withdrawal from use of items due to quality failure found as manufacturer²s/Supplier²s fault:

(a). In case of batch withdrawal, **value of entire batch quantity supplied** shall be recovered from the supplier.

(b).In case of product withdrawal, **value of entire product quantity** supplied shall be recovered from the supplier.

(c). In the event of either a) or b) above, supplier shall be charged the total **cost involved for MSD, of the quality failed supplies** with 25% administrative charge of the same**.**

12. The storage conditions and the packing requirements of the product shall conform to the information given by the manufacturer and accepted by NMRA for the product registration or shall conform to the information submitted for waiver of registration granted by NMRA in exceptional circumstances.(refer clause No.24)

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

13. Immediately after delivery at MSD, the consignments shall be subjected to testing appropriately drawn, one random batch sample (Post-delivery sample) of the consignment at a government/semi-government/accredited laboratory (to be selectively applied for Surgical & Lab items, depending on availability of testing methodology and facilities)

If the sample is found to be substandard, random batch samples will be tested from all the batches/lots in the consignment, and entire expenses on such tests, like value of samples, transport, sampling and testing charges, etc, will be recovered from the supplier.

14. Consignments supplied to MSD violating the storage conditions indicated on product labels and/or product information leaflet (as accepted for product registration at NMRA), shall be considered as quality affected consignments and quality assurance of such consignments shall be carried out by post-delivery testing at government / semi government laboratory in Sri Lanka or at an accredited laboratory (foreign/local). All the expenses on such an event, including storage cost shall be borne by the supplier. If found to be quality affected the consignment will be treated as quality failed (as clause No.11).

15. **Pack size, Labeling & Packaging**

Offers for pack sizes at a lower level(smaller quantity per pack) than the pack size specified in the item description/specification and MSD order List, are also acceptable, but higher level (larger quantity per pack) pack sizes will not be entertained unless otherwise offered with the original bid and accepted by the procurement committee, with the concurrence of MSD.

16. In respect of bulk packs (not applicable for blister/strip packs), ³DHS´ mark shall be ;
(a). embossed or printed in case of tablets
(b). printed in case of capsules

Above condition can be waved off, if the purchase order quantity is less than 100,000 tablets/capsules, with deliveries in one/more lots **or** when an exemption is notified in the special order conditions of the relevant MSD order list (**This clause No. 16 is not applicable for all consumable and Non consumable Surgical and Laboratory Items)**

17. Each; innermost pack, vial/ampoule, pre-filled syringe or bottle, shall bear the item Description, SR No, Batch No/Lot no., Product Reference/Catalogue Nos of Surgical items), Date of Manufacture, Date of Expiry (of consumables only) and ³STATE LOGO´ of Government of Sri Lanka.

It is essential to include and exactly match the dates of Expiry (not applicable for Surgical Non-consumables) & date of Manufacture (in any form as ³Year & Month´ or ³No Exp.´), in the innermost pack and supplier²s invoice.

18. Description of the Item, SR No, Date of Manufacture, Date of Expiry, Batch No, Name and address of manufacturer and ³STATE LOGO´ of Sri Lanka Government shall be clearly marked on the outer covering of the individual/innermost pack containing the minimum unit of measure, including blister & strip cards and on the outer cover of the carton/box.
Any deviations of the Date of Manufacture (DOM)/ Date of Expiry(DOE)declared in the offer shall be approved by MSD and DOM & DOE shall consist of at least the year & month.

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

20. Batch Number of the product shall be separately Barcoded (in Code 128 or 2D formats) and Barcode shall be printed on the labels at all levels of packing as described below, conforming to the industry standards in Barcode printing and pasting.
Format shall be according to Code 128 or 2D standards.
Maximum barcode size shall be 5.0cm (length) x 2.5cm (width).

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

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

Storage Conditions & Temperature

22. If the storage temperature & conditions are not specified in the item specification, NMRA accepted product storage conditions, shall conform to Sri Lankan ambient storage conditions in the ranges of 30^0c +/- 2^0c temperature and 75% +/-5% relative humidity. The product storage conditions shall be clearly indicated at all levels of labels/packages/boxes.

23. Maintenance of Cold Chain;

a. In case of cold storage items, cold chain monitors (temperature recording devices) shall be included for each carton and the cold chain shall be maintained according to the manufacturer²s instructions during storage, transport and delivery.

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

c. If the cold chain break is observed at the time of taking over the consignments by MSD, such consignments shall be rejected, indicating the reason on the relevant **WDN or copy of the delivery documents.** In such an event, the SPC shall arrange necessary cold storage for the consignment until ±observed cold chain break² is investigated leading to acceptance / total rejection of consignment and the expenses born by MSD / SPC in arranging the cold storage shall be recovered from the supplier.

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

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

24. In respect of the products requiring controlled temperature storage (Eg. < 25^0c, 2-25^0c, 15-20^0c/30^0c, 2-8^0c etc.), supplier shall provide MSD with latest product stability study reports with the invoice of the consignment.(report shall include studies; at 30^0c +/- 2^0c & 75% +/- 5% RH for **AC stored** items and at 25^0c +/- 2^0c & 60% +/- 5% RH for **Cold stored** items. It shall be a true copy of the latest report submitted to NMRA or a report issued within last 05 years). (refer clause No.12)

Delivery Requirements

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

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

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

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

(a). A penalty of 0.5% per day of the consignment value, calculated commencing from the 15th day up to 60th day delay from the due delivery date, as per the indent/PO or its² latest amended delivery schedules.

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

28. (i). If any local purchases were to be made by MSD/SPC to ensure continuity of supply (due to noncompliance of Indent/PO/its² amended; delivery schedule); in the ensuing period inclusive of the grace period for delivery from due delivery date, extra expenditure incurred on such local purchases, over the landed cost of relevant SPC main order, shall be recovered from the supplier.

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

29. In respect of local manufacturers/ local suppliers, all deliveries shall be made only on week days excluding public holidays, also allowing adequate time to enable the completion of the receiving process at MSD stores before 3.30 p.m. In the event of failure to meet this deadline due to supplier²s fault (eg. In delivery; time, product, document, etc.) goods shall be accepted on the following working day, such date shall be counted for working out penalties as per No. 27 (regarding defaulted consignment) of the conditions of supply.
As an alternative, supplier can request MSD to take over the consignment on the same day, subject to settling all other expenses (i.e. staff OT, forklift charge, etc.) of MSD, by the supplier.

30. The extension of L/C²s overstepping delivery schedules in the Indent/PO/its² amendments, shall not in any way affect the recovery of late delivery charges, as per Condition No. 27 (regarding defaulted consignments) and any other direct or indirect additional costs/liquidated damages, relating/consequent to extension of L/C.

31. When adequate storage space is not available at MSD, to accept a delivery defaulted consignment (deviating from the delivery schedule in the Indent/PO/its² amendments) under the condition No. 27, any additional expenses caused to MSD or SPC in arranging temporary external storage and other expenses (eg. demurrage, detention, container storage, re-handling cum transport, etc.) shall be borne by the supplier.

Documents & Information

32. MSD Order No, Item Description, SR No, Batch No., Date of Manufacture, Date of Expiry and product Storage Condition, shall be indicated in all Supply Invoices and detailed Packing Lists.

33. One of the tender samples of the selected bid shall be forwarded to MSD, for using as a reference sample (can make it; a part of the last consignment or a returnable to supplier) for checking the conformity of the consignments received under the indent/PO. (applicable for all surgical items and laboratory regular items except when specified in respective order lists).

The product artwork or dimensional detail diagrams, product Catalogues and Catalog No²s, as necessary for the surgical items (**not relevant to pharmaceutical & Laboratory items)** shall be provided with the bid document, for reference in the; tender evaluation by SPC, ascertaining (before awarding) user acceptance of deviations from the spec by MSD and inspecting the consignments delivered to MSD.

The artwork of the; specimen labels, minimum pack and outer most box/shipper carton, that satisfies the above mentioned labeling conditions shall be provided before signing the contract with the performance bond.

34 The supplier shall submit all shipping documents to (Including Bills of Lading / Draft Air Way Bills etc.) SPC Imports department and MSD by e-mail (**follow instructions in website www.msd.gov.lk**), at least 03 days before the Expected Time of Arrival (ETA) of sea freighted consignments & 02 days before the ETA of Air freighted consignments.

35. After releasing the Indent/PO or establishing L/C, the latest logistical position of manufacturing & supply on the Indent/PO, shall be updated biweekly through e-mails to SPC with a copy to MSD by the supplier.(follow instructions in the website www.msd.gov.lk)
If it is not complied or the information so provided are found to be incomplete/false, the grace period (for supply delays) mentioned in the condition No. 27 will not be applicable.

Common conditions

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

37. Administrative surcharge of 25%(on the value of goods), will be applied for tender condition violations that cause deficiencies in supply with respect to; quality, standards & specifications, short packing & short supply or delayed delivery as per the cabinet decision. **(eg. As in conditions No. 08,05,10,13)**

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

(b) Part B-Special Order Conditions (SOC) of Supply

Note: SOCs are used, when it is really necessary to enable, item/order list specific deviations from the GOC clauses that are applicable to all or selected items in the order list concerned and in which case the relevant order list No. and SR No. s, shall be indicated separately against each clause of SOC, with the counter signature of Director (MSD) to make it effective.

(i) -

(ii) -

(iii) -

Sufficient quantity of samples should be forwarded for evaluation.

Special Conditions

- Suppliers should submit all shipping documents including the Bill of lading or Air Way Bill to SPC at least 2-3 days prior to arrival of the consignments to prevent any delay in clearance.

- In the event of an award made to you on this tender, SPC reserve the right to cancel/suspend the procuring of said order in any stage, if you would be placed the defaulted supplier's list due to quality failure found in your previous supplies made to SPC or non compliance of contractual agreement.

- This bid is administered by the provisions of the "Public Contract Act No. 3 of 1987" and therefore, in the event bidder is to retain an agent, representative, nominee for and on behalf of Bid or shall register himself and such public contact act in accordance with the section 10 of the Public Contract Act and produce such valid original certificate of registration with the bid.

- 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.

- Destination Terminal Handling charges (THC) should be borne by the supplier at the Port of Loading. Hence when the C&F prices are quoted this should be inclusive of THC.

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

- In the event of delivery of consignments deviating from given delivery schedule by MSD due to default of supplier and same is rejected due lack of storage space available at MSD warehouses, any resulting demurrage charges incurred shall be borne by the suppliers concerned.

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

BID NO: DHS/SUS/WW/83/24 CLOSING ON : 23.08.2023 at 9.00 a.m.

ORDER LIST NUMBER: 2024/SPC/N/C/S/00036

ITEM NO	SR NO	ITEM	QTY	DELIVERY	Bid Bond value (LKR)
1	21200105	Instrument set for 4.0mm Cannulated Screw System standard instruments inclusive of screw box,100 screws with varying sizes, stainless steel,in a graphic case, with implants for 20 patients. Packing: 1 Nos.	25 Nos.	100%-Jan/2024	1,052,900.00
2	21200107	LCP 3.5/4.5/5.0 mm Instrument set for Metaphysical fracture treatment whichrequire more angular stability, with 20 implant sets (containing, 3.5/4.5/5.0 mm LCP plates and 3.5/5.0 mm LHS screws). Packing: 1 set	15 set	100%-Jan/2024	470,500.00
4	21200115	LC-DCP & DCP Basic instrument set, stainless steel, in sterilization tray. Packing: 1 Nos.	12 Nos.	100%-Mar/2024	373,900.00

All tenderers should furnish an unconditional Bid Bond encashable on demand to the value mentioned in the item list. Bid Bond should be submitted with valid up to 20.03.2024 together with the tender

1. Page 9 Condition No. 19.b
   Registrar of public contracts
   This clause should be amended as awards over Sri Lanka rupees Five Million instead of (LKR) Ten Million.

1. Page 10 Condition No. 20. a
   Representative samples in respect of items offered should be submitted to reach SPC on or before the closing time on the closing date of tender and acknowledgement receipt to be obtained from Administration Department of SPC.

Contract:
The successful supplier should agree to enter into a contract/Agreement is applicable normally for awards which are over LKR 500,000.00 instead of 10.0 Million.

Bidding Document Fee- As per the guideline 6.1.1 (a) of the Government Procurement Guidelines 2006.

A non refundable fee of Rs. 20,000.00 + taxes should be paid in cash to SPC for each set of Tender Documents

Amendments of Bidding Document for Procurement of Surgical/Lab items

(1) **Clause 8**

(a) Bid Bonds to be submitted for each item (SR Number) when estimated value of each item exceeds LKR 01 Million.

(b) Value and validity applicable for the submission of Bid Bond for each item should be as indicated therein.

08.2 The Bid Bond should be valid for at least 30 days beyond the validity of the Bid.

(c) To be deleted.

(2) **Clause 12**

Amend as **REIMBURSEMENT**

12.1 Corporation reserves 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 labeling.

(3) **Clause 16.6**

Any request for a price increment due to LKR depreciating against foreign currency will not be accepted and such bid will be rejected at the preliminary stage of bid evaluation.

(4) **Clause 28.0**

Evaluation will be done as per Bid Form (Annex – II B) and Bid Evaluation Summary Sheet. (Annex – II C, to be submitted along with the Bid and a soft copy as per instruction given in www.spc.lk Web Site)

(5) 2nd column of Annex II B amend as "FULL DESCRIPTION OF ITEM OFFERED THE STANDARD & STORAGE CONDITION"

(6) Annex – 1 to be amend as follows.

SPECIMEN OF ANNEX – 1

ANNEX – 1

BID NO/ BID REFERENCE :
(TENDER NO)

DATE OF ISSUE :

CLOSING DATE & TIME :
(SRI LANKAN TIME)

ORDER LIST NO :

SR No	Item Description/ Specifications	Quantity	Delivery Schedule

Amount of Bid Bond : LKR …….. or USD …….. to be submitted along with the Bid Bond valid till …… (date)

Bid validity period : Bid should be valid till …….. (date)

Bid Document Fee : ……
(should be paid in cash to SPC for each set of Bid Documents)

MSD CONDITIONS OF SUPPLY

1.
2.

Abbreviations : SPC ; State Pharmaceuticals Corporation, MSD; Medical Supplies Division

Annex VI

SPECIMEN OF CONTRACT FORM (IB)

STATE PHARMACEUTICALS CORPORATION OF SRI LANKA

(Established under the State Industrial Corporation Act, No. 49 of *1957)*
ìMehewara Piyasaî, 16th Floor, No. 41, Kirula Road, Colombo 05,Sri Lanka.
Telephone (00)94-1-326227 or 2391538 Fax: (00)94-11-2446204
E-mail: dgmcomm@spc.lk or managerimp2spc.lk

DEMOCRATIC SOCIALISTREPUBLIC OF SRI LANKA
AGREEMENT

SPC Ref. No   Date :
Bid Ref.

This **AGREEMENT** made and entered into between the State Pharmaceuticals Corporation of Sri Lanka, a Corporation established under the State Industrial Corporation Act. No. 49 of 1957 and having its Head Office at ìMehewara Piyasaî, 16th Floor, No. 41, Kirula Road, Colombo 05, Sri Lanka (hereinafter called the ìSPCî which term or expression shall mean and include the said State Pharmaceuticals Corporation and its successors and permitted assigns) of the **FIRST PART**

AND

M/s é ..
…business under the time, style and firm of a company duly registered and carrying business (hereinafter called ìthe supplierî 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 **SECOND PART.**

AND

M/s é ..
…business under the time, style and firm of a company duly registered and carrying business (hereinafter called ìthe Local Agentî 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 **THIRD PART.**

Whereas the State Pharmaceuticals Corporation has accepted the bid of M/s é for the supply and delivery ofé as per the attached indent for é é é é é é marked SPC é é é é é é é é é é é é . Dated é é é é é é é é é é é é and M/s é é é é é é é é é é é é é é é é é é é will act as local agent of the supplier for all matters arising out of supplies here of.

<u>NOW IT IS HEREBY AGREED AS FOLLOWS:</u>

1. The following documents:

   (a) Conditions of Contract marked ñ Annex 1
   (b) Bid Documents marked ñ Annex 2
   (c) Copy of Indent marked ñ Annex 3

(hereinafter called ñthe Contract Documentsò) showing and describing the nature and scope of the agreement duly signed by three parties shall be deemed to form and be read and construed as part and partial 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, and the local agent will be responsible for all the matters regarding the supplies which do not confirm to required standard..

The supplier shall be paid for such supply and delivery of the goods according to the Indent marked and in the manner and at the times hereinafter specified.

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

In witness whereof the State Pharmaceuticals Corporation has caused its Common Seal to be affixed and é é é é é é é é é and é é é é é é é é é é . of State Pharmaceuticals Corporation have set their hands and Supplier and the Local Agent has placed its hand/caused its Common Seal to be affixed hereunto and to two other of the same tenor on this é é é é é .20é

The Common Seal of M/s (supplier)é é é é é é é é é é é é é é é é é é ... herein.

1. ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ..

President/Managing Director/C.E.O.

2. ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ..

Director

Witnesses

Signature	Name, Address and ID No./Passport No.
1. é é é é é é é é é é é .	é é é é é é é é é é é é é é é ..
2. é é é é é é é é é é é .	é é é é é é é é é é é é é é é é

The Common Seal of M/s. é é é é é é é é é é é é é é é (Local Agent) herein.

é é é é é é é é é é é é é é é .
President/Managing Director/C.E.O.

é é é é é é é é é é é é é é é .
Director

Witnesses

Signature	Name, Address and ID No./Passport No.
1. é é é é é é é é é é é .	é é é é é é é é é é é é é é é ..
2. é é é é é é é é é é é .	é é é é é é é é é é é é é é é é

CONDITIONS OF CONTRACT

3.FREE REPLACEMENT /REIMBURSEMENT

3.1 SPC reserves the right to call for Free Replacement/Reimbursement in the event of

3.1.1 Short packing
3.1.2 Loss/damage or deterioration of goods supplied (within shelf-life if applicable)
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/or quality standards to the satisfaction of Medical Supplies Division of Sri Lanka/ State Pharmaceuticals Corporation of Sri Lanka.

3.2 In the event of a quality problem, Batch samples would be tested by SPC its authorized personnel at the NMQAL or SPC Quality Assurance Laboratory or any other Quality Assurance Laboratory nominated by SPC or its fitness for use will be determined by and expert Committee appointed by the relevant authority.

3.3 **Withdrawal from use of Item due to quality failure.**

a) In case of batch withdrawal due to quality failure, the supplier/ manufacturer shall reimburse the value of entire batch quantity supplied.
b) In case of product withdrawal due to quality failure, the supplier/ manufacturer shall reimburse the value of entire product quantity supplied.
c) In the event of either a) or b) above the supplier/ manufacturer shall be surcharged additional 25% of the total value concerned as administrative cost.

Samples from the available batches will be retained by 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 and the Local Agent agreed to reimburse the SPC the landed cost and an additional 25% surcharge of the total quantity supplied.

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 7 working days of receipt of same in writing. Parties however shall endeavours 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 parties at the respective addresses at the beginning hereof written.

The common seal of State Pharmaceuticals Corporation of Sri Lanka was affixed)

heretoé)
é .)
é .)
é .)

Authorized signatory

Authorized signatory

<u>Witnesses</u>

Signature Name, Address and ID No

1……………….. **……………………………………………**

2………………… **……………………………………………**

KM/ns

ANNEX – 1

BID NO. : DHS/SUS/WW/84/24
DATE OF ISSUE : 11TH JULY 2023
CLOSING DATE & TIME : 25TH AUGUST 2023 AT 09.00 HOURS SRI LANKA TIME

Special Conditions for tendering :

1. Offers should be accompanied with the valid registration certificate issued by the National Medicine Regulatory Authority in Sri Lanka
2. Offered item should bear both our SR number and the Item number. However at the bid opening only the item numbers will be read out. Therefore price quoted should be shown against each item number.
3. If the shipment is being effected on FCL basis both FOB and Freight charges should be quoted separately against each item in addition to quoted C & F price.
4. The volume of the total quantity of each item should be given in cubic meters (m^3)
5. **Foreign offers should be on C & F (CPT/CFR) Colombo basis. FOB offers are not acceptable. If offers are received on Import & Supply basis from local suppliers, those offers should be in LKR. All local suppliers/manufacturers should quote in LKR for the total delivery price to MSD stores.**
6. **Fax/E-mail offers directly sent to State Pharmaceuticals Corporation are not acceptable. Tenderers are requested to draw their attention to the clause "Submission of Bids" of the bid document in this regard.**
7. 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.
8. The original payment receipt has to be annexed to the offer. Offers without same will be rejected.
9. We reserve the right to reject offers which do not comply above.
10. The offer should be valid up to 21.02.2024

CONDITIONS FOR SUPPLY OF SURGICAL ITEMS

(a) Part A-General Order Conditions (GOC) of Supply

1. The consignments supplied in respect of an order concerned, shall exactly match with the reference sample submitted and the product information (item descriptions, shelf life/warranty where applicable, manufacturer²s name, country of manufacture, country of origin, etc.) provided in the bid document by the supplier, which has been accepted by the procurement committee, and included in the Indent / Purchase Order (PO), issued by SPC.

2. All items shall be supplied, sourcing from the manufacturer and country of manufacturer, stated in the Purchase Order (PO)/Indent of SPC and wherever applicable shall have a valid product registration from NMRA.

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

When the validity of the product/manufacturing licenses and registrations of NMRA (eg; manufacturing license, product registration and GMP certificates), of local manufacturers / local suppliers, lapses during the year or during the period of supply (delivery schedule), it shall be extended / renewed by the supplier.

A certified copies of afore mentioned valid certificates shall be submitted to MSD by the supplier when deliveries are made.

4. The number of batches per consignment shall be minimal. Batch quantity shall be an equal multiple of the quantity of the consignment and the proportionate size of the batch quantity shall be not less than 15% of the quantity in the consignment.

5. If MSD decides to accept consignment, with deviations from certain tender conditions (eg: with regard to labeling/packaging or any other rectifiable defect at the time of receipt in Sri Lanka due to an urgency, that shall be done subject to, either rectifying the defect within 05 working days by the supplier, or recovering the total cost [a] of rectifying the defect by MSD (via a duly contracted third party providing such services), from the supplier with a 25% administrative charge on the labeling cost. (total charge = [a]+[a]x0.25) or 2% of the invoiced value, whichever is the highest.

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

6. The specifications of the product offered by the suppliers in the tender, shall match with the tender specifications for the item and **any form of alternate offers for the same, will not be entertained,** when there are product/s offered in compliance with the tender specification.

Shelf life & Warrantees

7. In respect of Non consumables; laboratory items and surgical items: Manufacturer or supplier or local agent shall provide a warranty for a period, not less than as specified in the specification of the item and /or it²s sub components/articles supplied (eg: Special Instrument sets), unless otherwise agreed upon prior to awarding the tender.

The supplier²s invoice shall indicate, the validity period of the warrantee from the date of receiving goods at MSD and a warrantee card with all details, including the local contact details of warrantee services provider, shall also be inserted in each individual pack.

Foreign suppliers of all such items shall have their own local agent in Sri Lanka, capable of providing technical support, repair and spares, when necessary (**This clause No. 07 is not applicable for all Pharmaceuticals and all Consumable Surgical & Laboratory items)**

8. Freshly manufactured stocks of the product shall be supplied; thereby the residual Shelf Life (shelf life remaining at the time of delivery of goods in Sri Lanka/MSD stores/Sri Lanka) of the product, shall be 85% of the product shelf life specified in Indent/PO or as certified in the product registration certificate or indicated in any other way by NMRA)

(a) When the shelf life is not specified in the indent/PO/item spec; the requested shelf life shall be considered as, 36 months for surgical items. (Shelf life of not applicable for surgical non-consumables) and 24 months for Pharma/Laboratory items. The Difference of the residual and requested product shelf life shall not exceed 1/6th (one sixth) of the original product shelf life.

(b) In the violation of the above tender condition, Director/MSD reserves the right to accept a reduced quantity, that is usable (as per the actual consumption rate) up to three months before the expiry of same and will subject to application of a penalty (as clause No. 37 and footnote 01)

Standards & Quality

9. Standards; In respect of all Pharmaceutical products supplied, shall comply Pharmacopoeia Standards that are indicated in the item specifications, other Pharmacopoeia Standards accepted in the product registration by the National Medicines Regulatory Authority.

10. As per the product registration dossier approved by NMRA, the product information leaflet (PIL) for the Pharmaceuticals items and the user manual/instruction pamphlet for surgical items. With information to users regarding the; storage conditions, maintenance, and other product compatibilities, shall be provided with the product, for acceptance of goods by MSD.

Any product deficient of or incompatible with, its sub-components/accessories, not at the specified quality standards or all its components not unitized appropriately in packaging (as a set) shall be rejected.

11. Withdrawal from use of items due to quality failure found as manufacturer²s/Supplier²s fault:

(a). In case of batch withdrawal, **value of entire batch quantity supplied** shall be recovered from the supplier.

(b).In case of product withdrawal, **value of entire product quantity** supplied shall be recovered from the supplier.

(c). In the event of either a) or b) above, supplier shall be charged the total **cost involved for MSD, of the quality failed supplies** with 25% administrative charge of the same**.**

12. The storage conditions and the packing requirements of the product shall conform to the information given by the manufacturer and accepted by NMRA for the product registration or shall conform to the information submitted for waiver of registration granted by NMRA in exceptional circumstances.(refer clause No.24)

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

13. Immediately after delivery at MSD, the consignments shall be subjected to testing appropriately drawn, one random batch sample (Post-delivery sample) of the consignment at a government/semi-government/accredited laboratory (to be selectively applied for Surgical & Lab items, depending on availability of testing methodology and facilities)

If the sample is found to be substandard, random batch samples will be tested from all the batches/lots in the consignment, and entire expenses on such tests, like value of samples, transport, sampling and testing charges, etc, will be recovered from the supplier.

14. Consignments supplied to MSD violating the storage conditions indicated on product labels and/or product information leaflet (as accepted for product registration at NMRA), shall be considered as quality affected consignments and quality assurance of such consignments shall be carried out by post-delivery testing at government / semi government laboratory in Sri Lanka or at an accredited laboratory (foreign/local). All the expenses on such an event, including storage cost shall be borne by the supplier. If found to be quality affected the consignment will be treated as quality failed (as clause No.11).

15. **Pack size, Labeling & Packaging**

Offers for pack sizes at a lower level(smaller quantity per pack) than the pack size specified in the item description/specification and MSD order List, are also acceptable, but higher level (larger quantity per pack) pack sizes will not be entertained unless otherwise offered with the original bid and accepted by the procurement committee, with the concurrence of MSD.

16. In respect of bulk packs (not applicable for blister/strip packs), ³DHS´ mark shall be ;
(a). embossed or printed in case of tablets
(b). printed in case of capsules

Above condition can be waved off, if the purchase order quantity is less than 100,000 tablets/capsules, with deliveries in one/more lots **or** when an exemption is notified in the special order conditions of the relevant MSD order list (**This clause No. 16 is not applicable for all consumable and Non consumable Surgical and Laboratory Items)**

17. Each; innermost pack, vial/ampoule, pre-filled syringe or bottle, shall bear the item Description, SR No, Batch No/Lot no., Product Reference/Catalogue Nos of Surgical items), Date of Manufacture, Date of Expiry (of consumables only) and ³STATE LOGO´ of Government of Sri Lanka.

It is essential to include and exactly match the dates of Expiry (not applicable for Surgical Non-consumables) & date of Manufacture (in any form as ³Year & Month´ or ³No Exp.´), in the innermost pack and supplier²s invoice.

18. Description of the Item, SR No, Date of Manufacture, Date of Expiry, Batch No, Name and address of manufacturer and ³STATE LOGO´ of Sri Lanka Government shall be clearly marked on the outer covering of the individual/innermost pack containing the minimum unit of measure, including blister & strip cards and on the outer cover of the carton/box.
Any deviations of the Date of Manufacture (DOM)/ Date of Expiry(DOE)declared in the offer shall be approved by MSD and DOM & DOE shall consist of at least the year & month.

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

20. Batch Number of the product shall be separately Barcoded (in Code 128 or 2D formats) and Barcode shall be printed on the labels at all levels of packing as described below, conforming to the industry standards in Barcode printing and pasting.
Format shall be according to Code 128 or 2D standards.
Maximum barcode size shall be 5.0cm (length) x 2.5cm (width).

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

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

Storage Conditions & Temperature

22. If the storage temperature & conditions are not specified in the item specification, NMRA accepted product storage conditions, shall conform to Sri Lankan ambient storage conditions in the ranges of 30^0c +/- 2^0c temperature and 75% +/-5% relative humidity. The product storage conditions shall be clearly indicated at all levels of labels/packages/boxes.

23. Maintenance of Cold Chain;

a. In case of cold storage items, cold chain monitors (temperature recording devices) shall be included for each carton and the cold chain shall be maintained according to the manufacturer²s instructions during storage, transport and delivery.

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

c. If the cold chain break is observed at the time of taking over the consignments by MSD, such consignments shall be rejected, indicating the reason on the relevant **WDN or copy of the delivery documents.** In such an event, the SPC shall arrange necessary cold storage for the consignment until ±observed cold chain break² is investigated leading to acceptance / total rejection of consignment and the expenses born by MSD / SPC in arranging the cold storage shall be recovered from the supplier.

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

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

24. In respect of the products requiring controlled temperature storage (Eg. < 25^0c, 2-25^0c, 15-20^0c/30^0c, 2-8^0c etc.), supplier shall provide MSD with latest product stability study reports with the invoice of the consignment.(report shall include studies; at 30^0c +/- 2^0c & 75% +/- 5% RH for **AC stored** items and at 25^0c +/- 2^0c & 60% +/- 5% RH for **Cold stored** items. It shall be a true copy of the latest report submitted to NMRA or a report issued within last 05 years). (refer clause No.12)

Delivery Requirements

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

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

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

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

(a). A penalty of 0.5% per day of the consignment value, calculated commencing from the 15th day up to 60th day delay from the due delivery date, as per the indent/PO or its² latest amended delivery schedules.

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

28. (i). If any local purchases were to be made by MSD/SPC to ensure continuity of supply (due to noncompliance of Indent/PO/its² amended; delivery schedule); in the ensuing period inclusive of the grace period for delivery from due delivery date, extra expenditure incurred on such local purchases, over the landed cost of relevant SPC main order, shall be recovered from the supplier.

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

29. In respect of local manufacturers/ local suppliers, all deliveries shall be made only on week days excluding public holidays, also allowing adequate time to enable the completion of the receiving process at MSD stores before 3.30 p.m. In the event of failure to meet this deadline due to supplier²s fault (eg. In delivery; time, product, document, etc.) goods shall be accepted on the following working day, such date shall be counted for working out penalties as per No. 27 (regarding defaulted consignment) of the conditions of supply.
As an alternative, supplier can request MSD to take over the consignment on the same day, subject to settling all other expenses (i.e. staff OT, forklift charge, etc.) of MSD, by the supplier.

30. The extension of L/C²s overstepping delivery schedules in the Indent/PO/its² amendments, shall not in any way affect the recovery of late delivery charges, as per Condition No. 27 (regarding defaulted consignments) and any other direct or indirect additional costs/liquidated damages, relating/consequent to extension of L/C.

31. When adequate storage space is not available at MSD, to accept a delivery defaulted consignment (deviating from the delivery schedule in the Indent/PO/its² amendments) under the condition No. 27, any additional expenses caused to MSD or SPC in arranging temporary external storage and other expenses (eg. demurrage, detention, container storage, re-handling cum transport, etc.) shall be borne by the supplier.

Documents & Information

32. MSD Order No, Item Description, SR No, Batch No., Date of Manufacture, Date of Expiry and product Storage Condition, shall be indicated in all Supply Invoices and detailed Packing Lists.

33. One of the tender samples of the selected bid shall be forwarded to MSD, for using as a reference sample (can make it; a part of the last consignment or a returnable to supplier) for checking the conformity of the consignments received under the indent/PO. (applicable for all surgical items and laboratory regular items except when specified in respective order lists).

The product artwork or dimensional detail diagrams, product Catalogues and Catalog No²s, as necessary for the surgical items (**not relevant to pharmaceutical & Laboratory items)** shall be provided with the bid document, for reference in the; tender evaluation by SPC, ascertaining (before awarding) user acceptance of deviations from the spec by MSD and inspecting the consignments delivered to MSD.

The artwork of the; specimen labels, minimum pack and outer most box/shipper carton, that satisfies the above mentioned labeling conditions shall be provided before signing the contract with the performance bond.

34 The supplier shall submit all shipping documents to (Including Bills of Lading / Draft Air Way Bills etc.) SPC Imports department and MSD by e-mail (**follow instructions in website www.msd.gov.lk**), at least 03 days before the Expected Time of Arrival (ETA) of sea freighted consignments & 02 days before the ETA of Air freighted consignments.

35. After releasing the Indent/PO or establishing L/C, the latest logistical position of manufacturing & supply on the Indent/PO, shall be updated biweekly through e-mails to SPC with a copy to MSD by the supplier.(follow instructions in the website www.msd.gov.lk)
If it is not complied or the information so provided are found to be incomplete/false, the grace period (for supply delays) mentioned in the condition No. 27 will not be applicable.

Common conditions

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

37. Administrative surcharge of 25%(on the value of goods), will be applied for tender condition violations that cause deficiencies in supply with respect to; quality, standards & specifications, short packing & short supply or delayed delivery as per the cabinet decision. **(eg. As in conditions No. 08,05,10,13)**

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

(b) Part B-Special Order Conditions (SOC) of Supply

Note: SOCs are used, when it is really necessary to enable, item/order list specific deviations from the GOC clauses that are applicable to all or selected items in the order list concerned and in which case the relevant order list No. and SR No. s, shall be indicated separately against each clause of SOC, with the counter signature of Director (MSD) to make it effective.

(i) -

(ii) -

(iii) -

Sufficient quantity of samples should be forwarded for evaluation.

Special Conditions

- Suppliers should submit all shipping documents including the Bill of lading or Air Way Bill to SPC at least 2-3 days prior to arrival of the consignments to prevent any delay in clearance.

- In the event of an award made to you on this tender, SPC reserve the right to cancel/suspend the procuring of said order in any stage, if you would be placed the defaulted supplier's list due to quality failure found in your previous supplies made to SPC or non compliance of contractual agreement.

- This bid is administered by the provisions of the "Public Contract Act No. 3 of 1987" and therefore, in the event bidder is to retain an agent, representative, nominee for and on behalf of Bid or shall register himself and such public contact act in accordance with the section 10 of the Public Contract Act and produce such valid original certificate of registration with the bid.

- 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.

- Destination Terminal Handling charges (THC) should be borne by the supplier at the Port of Loading. Hence when the C&F prices are quoted this should be inclusive of THC.

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

- In the event of delivery of consignments deviating from given delivery schedule by MSD due to default of supplier and same is rejected due lack of storage space available at MSD warehouses, any resulting demurrage charges incurred shall be borne by the suppliers concerned.

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

BID NO: DHS/SUS/WW/84/24 CLOSING ON : 25.08.2023 at 9.00 a.m.

ORDER LIST NUMBER: 2024/SPC/N/C/S/00020

ITEM NO	SR NO	ITEM	QTY sets	DELIVERY	Bid Bond value (LKR)
1	12701401	Implants for External Fixator Set. Composition of one external fixator set for single patient; 1. Connecting rods (different lengths) - 2 2. Stainless steel self-drilling self-taping Schanz screws- 8 3. Schanz screw to rod connectors - 8 4. Rod to rod connectors - 2 5. Specialized multi-pin clamp - 1 (Compatible with instrument set of SR No: 21209101)	250	250-Jan/2024	3,134,260.00

Packing: 1 set

All tenderers should furnish an unconditional Bid Bond encashable on demand to the value mentioned in the item list. Bid Bond should be submitted with valid up to 22.03.2024 together with the tender

1. Page 9 Condition No. 19.b

Registrar of public contracts

This clause should be amended as awards over Sri Lanka rupees Five Million instead of (LKR) Ten Million.

1. Page 10 Condition No. 20. a
   Representative samples in respect of items offered should be submitted to reach SPC on or before the closing time on the closing date of tender and acknowledgement receipt to be obtained from Administration Department of SPC.

Contract:
The successful supplier should agree to enter into a contract/Agreement is applicable normally for awards which are over LKR 500,000.00 instead of 10.0 Million.

Bidding Document Fee- As per the guideline 6.1.1 (a) of the Government Procurement Guidelines 2006.

A non refundable fee of Rs. 35,000.00 + taxes should be paid in cash to SPC for each set of Tender Documents

Amendments of Bidding Document for Procurement of Surgical/Lab items

(1) **Clause 8**

(a) Bid Bonds to be submitted for each item (SR Number) when estimated value of each item exceeds LKR 01 Million.

(b) Value and validity applicable for the submission of Bid Bond for each item should be as indicated therein.

08.2 The Bid Bond should be valid for at least 30 days beyond the validity of the Bid.

(c) To be deleted.

(2) **Clause 12**

Amend as **REIMBURSEMENT**

12.1 Corporation reserves 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 labeling.

(3) **Clause 16.6**

Any request for a price increment due to LKR depreciating against foreign currency will not be accepted and such bid will be rejected at the preliminary stage of bid evaluation.

(4) **Clause 28.0**

Evaluation will be done as per Bid Form (Annex – II B) and Bid Evaluation Summary Sheet. (Annex – II C, to be submitted along with the Bid and a soft copy as per instruction given in www.spc.lk Web Site)

(5) 2nd column of Annex II B amend as "FULL DESCRIPTION OF ITEM OFFERED THE STANDARD & STORAGE CONDITION"

(6) Annex – 1 to be amend as follows.

SPECIMEN OF ANNEX – 1

ANNEX – 1

BID NO/ BID REFERENCE :
(TENDER NO)

DATE OF ISSUE :

CLOSING DATE & TIME :
(SRI LANKAN TIME)

ORDER LIST NO :

SR No	Item Description/ Specifications	Quantity	Delivery Schedule

Amount of Bid Bond : LKR …….. or USD …….. to be submitted along with the Bid Bond valid till …… (date)

Bid validity period : Bid should be valid till …….. (date)

Bid Document Fee : ……
(should be paid in cash to SPC for each set of Bid Documents)

MSD CONDITIONS OF SUPPLY

1.
2.

Abbreviations : SPC ; State Pharmaceuticals Corporation, MSD; Medical Supplies Division

Annex VI

SPECIMEN OF CONTRACT FORM (IB)

STATE PHARMACEUTICALS CORPORATION OF SRI LANKA

(Established under the State Industrial Corporation Act, No. 49 of *1957)*
"Mehewara Piyasa", 16th Floor, No. 41, Kirula Road, Colombo 05,Sri Lanka.
Telephone (00)94-1-326227 or 2391538 Fax: (00)94-11-2446204
E-mail: dgmcomm@spc.lk or managerimp2spc.lk

DEMOCRATIC SOCIALISTREPUBLIC OF SRI LANKA
AGREEMENT

SPC Ref. No Date :
Bid Ref.

This **AGREEMENT** made and entered into between the State Pharmaceuticals Corporation of Sri Lanka, a Corporation established under the State Industrial Corporation Act. No. 49 of 1957 and having its Head Office at "Mehewara Piyasa", 16th Floor, No. 41, Kirula Road, Colombo 05, 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 **FIRST PART**

AND

M/s ……………………………………………………………………..
…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 **SECOND PART.**

AND

M/s ……………………………………………………………………..
…business under the time, style and firm of a company duly registered and carrying business (hereinafter called "the Local Agent" 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 **THIRD PART.**

Whereas the State Pharmaceuticals Corporation has accepted the bid of M/s ……
………………………………… for the supply and delivery of……………………… as per the attached indent for …… marked SPC ………… . Dated ………… and M/s ……………………… will act as local agent of the supplier for all matters arising out of supplies here of.

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. The following documents: -

   (a) Conditions of Contract marked – Annex 1
   (b) Bid Documents marked – Annex 2
   (c) Copy of Indent marked – Annex 3

(hereinafter called ñthe Contract Documentsò) showing and describing the nature and scope of the agreement duly signed by three parties shall be deemed to form and be read and construed as part and partial 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, and the local agent will be responsible for all the matters regarding the supplies which do not confirm to required standard..

The supplier shall be paid for such supply and delivery of the goods according to the Indent marked and in the manner and at the times hereinafter specified.

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

In witness whereof the State Pharmaceuticals Corporation has caused its Common Seal to be affixed and é é é é é é é é é and é é é é é é é é é é . of State Pharmaceuticals Corporation have set their hands and Supplier and the Local Agent has placed its hand/caused its Common Seal to be affixed hereunto and to two other of the same tenor on this é é é é é .20é

The Common Seal of M/s (supplier)é é é é é é é é é é é é é é é é é é ... herein.

1. ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ..

President/Managing Director/C.E.O.

2. ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ..

Director

Witnesses

Signature	Name, Address and ID No./Passport No.
1. é é é é é é é é é é é .	é é é é é é é é é é é é é é é ..
2. é é é é é é é é é é é .	é é é é é é é é é é é é é é é é

The Common Seal of M/s. é é é é é é é é é é é é é é é (Local Agent) herein.

é é é é é é é é é é é é é é é .
President/Managing Director/C.E.O.

é é é é é é é é é é é é é é é .
Director

Witnesses

Signature	Name, Address and ID No./Passport No.
1. é é é é é é é é é é é .	é é é é é é é é é é é é é é é ..
2. é é é é é é é é é é é .	é é é é é é é é é é é é é é é é

CONDITIONS OF CONTRACT

3.FREE REPLACEMENT /REIMBURSEMENT

3.1 SPC reserves the right to call for Free Replacement/Reimbursement in the event of

3.1.1 Short packing
3.1.2 Loss/damage or deterioration of goods supplied (within shelf-life if applicable)
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/or quality standards to the satisfaction of Medical Supplies Division of Sri Lanka/ State Pharmaceuticals Corporation of Sri Lanka.

3.2 In the event of a quality problem, Batch samples would be tested by SPC its authorized personnel at the NMQAL or SPC Quality Assurance Laboratory or any other Quality Assurance Laboratory nominated by SPC or its fitness for use will be determined by and expert Committee appointed by the relevant authority.

3.3 **Withdrawal from use of Item due to quality failure.**

a) In case of batch withdrawal due to quality failure, the supplier/ manufacturer shall reimburse the value of entire batch quantity supplied.
b) In case of product withdrawal due to quality failure, the supplier/ manufacturer shall reimburse the value of entire product quantity supplied.
c) In the event of either a) or b) above the supplier/ manufacturer shall be surcharged additional 25% of the total value concerned as administrative cost.

Samples from the available batches will be retained by 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 and the Local Agent agreed to reimburse the SPC the landed cost and an additional 25% surcharge of the total quantity supplied.

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 7 working days of receipt of same in writing. Parties however shall endeavours 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 parties at the respective addresses at the beginning hereof written.

The common seal of State Pharmaceuticals Corporation of Sri Lanka was affixed)

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

Authorized signatory

Authorized signatory

Witnesses

Signature	Name, Address and ID No
1……..	**……**
2……	**……**

BS/ns

ANNEX – 1

BID NO. : DHS/SUS/WW/128/22
DATE OF ISSUE : 11TH JULY 2023
CLOSING DATE & TIME : 23RD AUGUST 2023 AT 09.00 HOURS SRI LANKA TIME

Special Conditions for tendering :

1. Offers should be accompanied with the valid registration certificate issued by the National Medicine Regulatory Authority in Sri Lanka
2. Offered item should bear both our SR number and the Item number. However at the bid opening only the item numbers will be read out. Therefore price quoted should be shown against each item number.
3. If the shipment is being effected on FCL basis both FOB and Freight charges should be quoted separately against each item in addition to quoted C & F price.
4. The volume of the total quantity of each item should be given in cubic meters (m^3)
5. **Foreign offers should be on C & F (CPT/CFR) Colombo basis. FOB offers are not acceptable. If offers are received on Import & Supply basis from local suppliers, those offers should be in LKR. All local suppliers/manufacturers should quote in LKR for the total delivery price to MSD stores.**
6. **Fax/E-mail offers directly sent to State Pharmaceuticals Corporation are not acceptable. Tenderers are requested to draw their attention to the clause "Submission of Bids" of the bid document in this regard.**
7. 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.
8. The original payment receipt has to be annexed to the offer. Offers without same will be rejected.
9. We reserve the right to reject offers which do not comply above.
10. The offer should be valid up to 19.02.2024

CONDITIONS FOR SUPPLY OF SURGICAL ITEMS

(a) Part A-General Order Conditions (GOC) of Supply

1. The consignments supplied in respect of an order concerned, shall exactly match with the reference sample submitted and the product information (item descriptions, shelf life/warranty where applicable, manufacturer²s name, country of manufacture, country of origin, etc.) provided in the bid document by the supplier, which has been accepted by the procurement committee, and included in the Indent / Purchase Order (PO), issued by SPC.

2. All items shall be supplied, sourcing from the manufacturer and country of manufacturer, stated in the Purchase Order (PO)/Indent of SPC and wherever applicable shall have a valid product registration from NMRA.

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

When the validity of the product/manufacturing licenses and registrations of NMRA (eg; manufacturing license, product registration and GMP certificates), of local manufacturers / local suppliers, lapses during the year or during the period of supply (delivery schedule), it shall be extended / renewed by the supplier.

A certified copies of afore mentioned valid certificates shall be submitted to MSD by the supplier when deliveries are made.

4. The number of batches per consignment shall be minimal. Batch quantity shall be an equal multiple of the quantity of the consignment and the proportionate size of the batch quantity shall be not less than 15% of the quantity in the consignment.

5. If MSD decides to accept consignment, with deviations from certain tender conditions (eg: with regard to labeling/packaging or any other rectifiable defect at the time of receipt in Sri Lanka due to an urgency, that shall be done subject to, either rectifying the defect within 05 working days by the supplier, or recovering the total cost [a] of rectifying the defect by MSD (via a duly contracted third party providing such services), from the supplier with a 25% administrative charge on the labeling cost. (total charge = [a]+[a]x0.25) or 2% of the invoiced value, whichever is the highest.

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

6. The specifications of the product offered by the suppliers in the tender, shall match with the tender specifications for the item and **any form of alternate offers for the same, will not be entertained,** when there are product/s offered in compliance with the tender specification.

Shelf life & Warrantees

7. In respect of Non consumables; laboratory items and surgical items: Manufacturer or supplier or local agent shall provide a warranty for a period, not less than as specified in the specification of the item and /or it²s sub components/articles supplied (eg: Special Instrument sets), unless otherwise agreed upon prior to awarding the tender.

The supplier²s invoice shall indicate, the validity period of the warrantee from the date of receiving goods at MSD and a warrantee card with all details, including the local contact details of warrantee services provider, shall also be inserted in each individual pack.

Foreign suppliers of all such items shall have their own local agent in Sri Lanka, capable of providing technical support, repair and spares, when necessary (**This clause No. 07 is not applicable for all Pharmaceuticals and all Consumable Surgical & Laboratory items)**

8. Freshly manufactured stocks of the product shall be supplied; thereby the residual Shelf Life (shelf life remaining at the time of delivery of goods in Sri Lanka/MSD stores/Sri Lanka) of the product, shall be 85% of the product shelf life specified in Indent/PO or as certified in the product registration certificate or indicated in any other way by NMRA)

(a) When the shelf life is not specified in the indent/PO/item spec; the requested shelf life shall be considered as, 36 months for surgical items. (Shelf life of not applicable for surgical non-consumables) and 24 months for Pharma/Laboratory items. The Difference of the residual and requested product shelf life shall not exceed 1/6th (one sixth) of the original product shelf life.

(b) In the violation of the above tender condition, Director/MSD reserves the right to accept a reduced quantity, that is usable (as per the actual consumption rate) up to three months before the expiry of same and will subject to application of a penalty (as clause No. 37 and footnote 01)

Standards & Quality

9. Standards; In respect of all Pharmaceutical products supplied, shall comply Pharmacopoeia Standards that are indicated in the item specifications, other Pharmacopoeia Standards accepted in the product registration by the National Medicines Regulatory Authority.

10. As per the product registration dossier approved by NMRA, the product information leaflet (PIL) for the Pharmaceuticals items and the user manual/instruction pamphlet for surgical items. With information to users regarding the; storage conditions, maintenance, and other product compatibilities, shall be provided with the product, for acceptance of goods by MSD.

Any product deficient of or incompatible with, its sub-components/accessories, not at the specified quality standards or all its components not unitized appropriately in packaging (as a set) shall be rejected.

11. Withdrawal from use of items due to quality failure found as manufacturer²s/Supplier²s fault:

(a). In case of batch withdrawal, **value of entire batch quantity supplied** shall be recovered from the supplier.

(b).In case of product withdrawal, **value of entire product quantity** supplied shall be recovered from the supplier.

(c). In the event of either a) or b) above, supplier shall be charged the total **cost involved for MSD, of the quality failed supplies** with 25% administrative charge of the same**.**

12. The storage conditions and the packing requirements of the product shall conform to the information given by the manufacturer and accepted by NMRA for the product registration or shall conform to the information submitted for waiver of registration granted by NMRA in exceptional circumstances.(refer clause No.24)

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

13. Immediately after delivery at MSD, the consignments shall be subjected to testing appropriately drawn, one random batch sample (Post-delivery sample) of the consignment at a government/semi-government/accredited laboratory (to be selectively applied for Surgical & Lab items, depending on availability of testing methodology and facilities)

If the sample is found to be substandard, random batch samples will be tested from all the batches/lots in the consignment, and entire expenses on such tests, like value of samples, transport, sampling and testing charges, etc, will be recovered from the supplier.

14. Consignments supplied to MSD violating the storage conditions indicated on product labels and/or product information leaflet (as accepted for product registration at NMRA), shall be considered as quality affected consignments and quality assurance of such consignments shall be carried out by post-delivery testing at government / semi government laboratory in Sri Lanka or at an accredited laboratory (foreign/local). All the expenses on such an event, including storage cost shall be borne by the supplier. If found to be quality affected the consignment will be treated as quality failed (as clause No.11).

15. **Pack size, Labeling & Packaging**

Offers for pack sizes at a lower level(smaller quantity per pack) than the pack size specified in the item description/specification and MSD order List, are also acceptable, but higher level (larger quantity per pack) pack sizes will not be entertained unless otherwise offered with the original bid and accepted by the procurement committee, with the concurrence of MSD.

16. In respect of bulk packs (not applicable for blister/strip packs), ³DHS´ mark shall be ;
(a). embossed or printed in case of tablets
(b). printed in case of capsules

Above condition can be waved off, if the purchase order quantity is less than 100,000 tablets/capsules, with deliveries in one/more lots **or** when an exemption is notified in the special order conditions of the relevant MSD order list (**This clause No. 16 is not applicable for all consumable and Non consumable Surgical and Laboratory Items)**

17. Each; innermost pack, vial/ampoule, pre-filled syringe or bottle, shall bear the item Description, SR No, Batch No/Lot no., Product Reference/Catalogue Nos of Surgical items), Date of Manufacture, Date of Expiry (of consumables only) and ³STATE LOGO´ of Government of Sri Lanka.

It is essential to include and exactly match the dates of Expiry (not applicable for Surgical Non-consumables) & date of Manufacture (in any form as ³Year & Month´ or ³No Exp.´), in the innermost pack and supplier²s invoice.

18. Description of the Item, SR No, Date of Manufacture, Date of Expiry, Batch No, Name and address of manufacturer and ³STATE LOGO´ of Sri Lanka Government shall be clearly marked on the outer covering of the individual/innermost pack containing the minimum unit of measure, including blister & strip cards and on the outer cover of the carton/box.
Any deviations of the Date of Manufacture (DOM)/ Date of Expiry(DOE)declared in the offer shall be approved by MSD and DOM & DOE shall consist of at least the year & month.

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

20. Batch Number of the product shall be separately Barcoded (in Code 128 or 2D formats) and Barcode shall be printed on the labels at all levels of packing as described below, conforming to the industry standards in Barcode printing and pasting.
Format shall be according to Code 128 or 2D standards.
Maximum barcode size shall be 5.0cm (length) x 2.5cm (width).

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

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

Storage Conditions & Temperature

22. If the storage temperature & conditions are not specified in the item specification, NMRA accepted product storage conditions, shall conform to Sri Lankan ambient storage conditions in the ranges of 30^0c +/- 2^0c temperature and 75% +/-5% relative humidity. The product storage conditions shall be clearly indicated at all levels of labels/packages/boxes.

23. Maintenance of Cold Chain;

a. In case of cold storage items, cold chain monitors (temperature recording devices) shall be included for each carton and the cold chain shall be maintained according to the manufacturer²s instructions during storage, transport and delivery.

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

c. If the cold chain break is observed at the time of taking over the consignments by MSD, such consignments shall be rejected, indicating the reason on the relevant **WDN or copy of the delivery documents.** In such an event, the SPC shall arrange necessary cold storage for the consignment until ±observed cold chain break² is investigated leading to acceptance / total rejection of consignment and the expenses born by MSD / SPC in arranging the cold storage shall be recovered from the supplier.

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

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

24. In respect of the products requiring controlled temperature storage (Eg. < 25^0c, 2-25^0c, 15-20^0c/30^0c, 2-8^0c etc.), supplier shall provide MSD with latest product stability study reports with the invoice of the consignment.(report shall include studies; at 30^0c +/- 2^0c & 75% +/- 5% RH for **AC stored** items and at 25^0c +/- 2^0c & 60% +/- 5% RH for **Cold stored** items. It shall be a true copy of the latest report submitted to NMRA or a report issued within last 05 years). (refer clause No.12)

Delivery Requirements

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

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

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

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

(a). A penalty of 0.5% per day of the consignment value, calculated commencing from the 15th day up to 60th day delay from the due delivery date, as per the indent/PO or its² latest amended delivery schedules.

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

28. (i). If any local purchases were to be made by MSD/SPC to ensure continuity of supply (due to noncompliance of Indent/PO/its² amended; delivery schedule); in the ensuing period inclusive of the grace period for delivery from due delivery date, extra expenditure incurred on such local purchases, over the landed cost of relevant SPC main order, shall be recovered from the supplier.

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

29. In respect of local manufacturers/ local suppliers, all deliveries shall be made only on week days excluding public holidays, also allowing adequate time to enable the completion of the receiving process at MSD stores before 3.30 p.m. In the event of failure to meet this deadline due to supplier²s fault (eg. In delivery; time, product, document, etc.) goods shall be accepted on the following working day, such date shall be counted for working out penalties as per No. 27 (regarding defaulted consignment) of the conditions of supply.
As an alternative, supplier can request MSD to take over the consignment on the same day, subject to settling all other expenses (i.e. staff OT, forklift charge, etc.) of MSD, by the supplier.

30. The extension of L/C²s overstepping delivery schedules in the Indent/PO/its² amendments, shall not in any way affect the recovery of late delivery charges, as per Condition No. 27 (regarding defaulted consignments) and any other direct or indirect additional costs/liquidated damages, relating/consequent to extension of L/C.

31. When adequate storage space is not available at MSD, to accept a delivery defaulted consignment (deviating from the delivery schedule in the Indent/PO/its² amendments) under the condition No. 27, any additional expenses caused to MSD or SPC in arranging temporary external storage and other expenses (eg. demurrage, detention, container storage, re-handling cum transport, etc.) shall be borne by the supplier.

Documents & Information

32. MSD Order No, Item Description, SR No, Batch No., Date of Manufacture, Date of Expiry and product Storage Condition, shall be indicated in all Supply Invoices and detailed Packing Lists.

33. One of the tender samples of the selected bid shall be forwarded to MSD, for using as a reference sample (can make it; a part of the last consignment or a returnable to supplier) for checking the conformity of the consignments received under the indent/PO. (applicable for all surgical items and laboratory regular items except when specified in respective order lists).

The product artwork or dimensional detail diagrams, product Catalogues and Catalog No²s, as necessary for the surgical items (**not relevant to pharmaceutical & Laboratory items)** shall be provided with the bid document, for reference in the; tender evaluation by SPC, ascertaining (before awarding) user acceptance of deviations from the spec by MSD and inspecting the consignments delivered to MSD.

The artwork of the; specimen labels, minimum pack and outer most box/shipper carton, that satisfies the above mentioned labeling conditions shall be provided before signing the contract with the performance bond.

34 The supplier shall submit all shipping documents to (Including Bills of Lading / Draft Air Way Bills etc.) SPC Imports department and MSD by e-mail (**follow instructions in website www.msd.gov.lk**), at least 03 days before the Expected Time of Arrival (ETA) of sea freighted consignments & 02 days before the ETA of Air freighted consignments.

35. After releasing the Indent/PO or establishing L/C, the latest logistical position of manufacturing & supply on the Indent/PO, shall be updated biweekly through e-mails to SPC with a copy to MSD by the supplier.(follow instructions in the website www.msd.gov.lk)
If it is not complied or the information so provided are found to be incomplete/false, the grace period (for supply delays) mentioned in the condition No. 27 will not be applicable.

Common conditions

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

37. Administrative surcharge of 25%(on the value of goods), will be applied for tender condition violations that cause deficiencies in supply with respect to; quality, standards & specifications, short packing & short supply or delayed delivery as per the cabinet decision. **(eg. As in conditions No. 08,05,10,13)**

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

(b) Part B-Special Order Conditions (SOC) of Supply

Note: SOCs are used, when it is really necessary to enable, item/order list specific deviations from the GOC clauses that are applicable to all or selected items in the order list concerned and in which case the relevant order list No. and SR No. s, shall be indicated separately against each clause of SOC, with the counter signature of Director (MSD) to make it effective.

(i) -

(ii) -

(iii) -

Sufficient quantity of samples should be forwarded for evaluation.

Special Conditions

- Suppliers should submit all shipping documents including the Bill of lading or Air Way Bill to SPC at least 2-3 days prior to arrival of the consignments to prevent any delay in clearance.

- In the event of an award made to you on this tender, SPC reserve the right to cancel/suspend the procuring of said order in any stage, if you would be placed the defaulted supplier's list due to quality failure found in your previous supplies made to SPC or non compliance of contractual agreement.

- This bid is administered by the provisions of the "Public Contract Act No. 3 of 1987" and therefore, in the event bidder is to retain an agent, representative, nominee for and on behalf of Bid or shall register himself and such public contact act in accordance with the section 10 of the Public Contract Act and produce such valid original certificate of registration with the bid.

- 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.

- Destination Terminal Handling charges (THC) should be borne by the supplier at the Port of Loading. Hence when the C&F prices are quoted this should be inclusive of THC.

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

- In the event of delivery of consignments deviating from given delivery schedule by MSD due to default of supplier and same is rejected due lack of storage space available at MSD warehouses, any resulting demurrage charges incurred shall be borne by the suppliers concerned.

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

BID NO: DHS/SUS/WW/128/22 CLOSING ON : 23.08.2023 at 9.00 a.m.

ORDER LIST NUMBER: 2022/SPC/X/C/S/00551

ITEM NO	SR NO	ITEM	QTY	DELIVERY	Bid Bond value (LKR)
2	18400501	Power Chain, continuous, metalic gray, 400cm to 500cm length. Packing: 1 Nos.	1,000 Nos.	100%-Immediately	31,900.00
6	18401201	Ligature Wire, size 010, roll. Packing: 1 roll	120 Roll	100%-Immediately	N/A
7	18401502	Light Cure Orthodontic Bonding material (Resin and Bond) pack. Packing: 1 pack.	450 pack	100%-Immediately	84,250.00
8	18402801	Orthodontic Stainless Steel Wire, Hard, size 0.50mm diameter. Packing: 1 g	18,960 g	9,480g-Immediately 9,480g- 3 months after 1st lot	N/A
9	18402803	Orthodontic Stainless Steel Wire, Hard, size 0.70mm diameter. Packing: 1 g	46,830 g	23,415g-Immediately 23,415g- 3 months after 1st lot	N/A
11	18403701	Thermo Insulator Paste for solders, in 100Gm (approx.) jar. Packing: 1 pack	72 pack	100%-Immediately	N/A
12	18404102	Elastomeric Modules, metallic grey, 1.3mm internal diameter.1000 per pack Packing: 1000 per pack	21,000 pack	10,500-Immediately 10,500- 3 months after 1st lot	764,400.00

All tenderers should furnish an unconditional Bid Bond encashable on demand to the value mentioned in the item list. Bid Bond should be submitted with valid up to 20.03.2024 together with the tender

1. Page 9 Condition No. 19.b

   Registrar of public contracts
   This clause should be amended as awards over Sri Lanka rupees Five Million instead of (LKR) Ten Million.

1. Page 10 Condition No. 20. a
   Representative samples in respect of items offered should be submitted to reach SPC on or before the closing time on the closing date of tender and acknowledgement receipt to be obtained from Administration Department of SPC.

Contract:
The successful supplier should agree to enter into a contract/Agreement is applicable normally for awards which are over LKR 500,000.00 instead of 10.0 Million.

Bidding Document Fee- As per the guideline 6.1.1 (a) of the Government Procurement Guidelines 2006.
A non refundable fee of Rs. 12,500.00 + taxes should be paid in cash to SPC for each set of Tender Documents

Amendments of Bidding Document for Procurement of Surgical/Lab items

(1) **Clause 8**

(a) Bid Bonds to be submitted for each item (SR Number) when estimated value of each item exceeds LKR 01 Million.

(b) Value and validity applicable for the submission of Bid Bond for each item should be as indicated therein.

08.2 The Bid Bond should be valid for at least 30 days beyond the validity of the Bid.

(c) To be deleted.

(2) **Clause 12**

Amend as **REIMBURSEMENT**

12.1 Corporation reserves 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 labeling.

(3) **Clause 16.6**

Any request for a price increment due to LKR depreciating against foreign currency will not be accepted and such bid will be rejected at the preliminary stage of bid evaluation.

(4) **Clause 28.0**

Evaluation will be done as per Bid Form (Annex – II B) and Bid Evaluation Summary Sheet. (Annex – II C, to be submitted along with the Bid and a soft copy as per instruction given in www.spc.lk Web Site)

(5) 2nd column of Annex II B amend as "FULL DESCRIPTION OF ITEM OFFERED THE STANDARD & STORAGE CONDITION"

(6) Annex – 1 to be amend as follows.

SPECIMEN OF ANNEX – 1

ANNEX – 1

BID NO/ BID REFERENCE :
(TENDER NO)

DATE OF ISSUE :

CLOSING DATE & TIME :
(SRI LANKAN TIME)

ORDER LIST NO :

SR No	Item Description/ Specifications	Quantity	Delivery Schedule

Amount of Bid Bond : LKR …….. or USD …….. to be submitted along with the Bid Bond valid till …… (date)

Bid validity period : Bid should be valid till …….. (date)

Bid Document Fee : ……
(should be paid in cash to SPC for each set of Bid Documents)

MSD CONDITIONS OF SUPPLY

1.
2.

Abbreviations : SPC ; State Pharmaceuticals Corporation, MSD; Medical Supplies Division

Annex VI

SPECIMEN OF CONTRACT FORM (IB)

STATE PHARMACEUTICALS CORPORATION OF SRI LANKA

(Established under the State Industrial Corporation Act, No. 49 of *1957)*
"Mehewara Piyasa", 16th Floor, No. 41, Kirula Road, Colombo 05,Sri Lanka.
Telephone (00)94-1-326227 or 2391538 Fax: (00)94-11-2446204
E-mail: dgmcomm@spc.lk or managerimp2spc.lk

DEMOCRATIC SOCIALISTREPUBLIC OF SRI LANKA
AGREEMENT

SPC Ref. No Date :
Bid Ref.

This **AGREEMENT** made and entered into between the State Pharmaceuticals Corporation of Sri Lanka, a Corporation established under the State Industrial Corporation Act. No. 49 of 1957 and having its Head Office at "Mehewara Piyasa" 16 floor, No. 41, Kirula Road, Colombo 05, 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 **FIRST PART**

AND

M/s ……..
…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 **SECOND PART.**

AND

M/s ……..
…business under the time, style and firm of a company duly registered and carrying business (hereinafter called "the Local Agent" 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 **THIRD PART.**

Whereas the State Pharmaceuticals Corporation has accepted the bid of M/s ………………
…………………………………………………………… for the supply and delivery of…………………………………………………… as per the attached indent for ……………… marked SPC …………………………………. Dated ………………………………… and M/s …………………………………………………… will act as local agent of the supplier for all matters arising out of supplies hereof.

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. The following documents: -

   (a) Conditions of Contract marked – Annex 1
   (b) Bid Documents marked – Annex 2
   (c) Copy of Indent marked – Annex 3

(hereinafter called ñthe Contract Documentsò) showing and describing the nature and scope of the agreement duly signed by three parties shall be deemed to form and be read and construed as part and partial 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, and the local agent will be responsible for all the matters regarding the supplies which do not confirm to required standard..

   The supplier shall be paid for such supply and delivery of the goods according to the Indent marked and in the manner and at the times hereinafter specified.

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

   In witness whereof the State Pharmaceuticals Corporation has caused its Common Seal to be affixed and é é é é é é é é é and é é é é é é é é é é . of State Pharmaceuticals Corporation have set their hands and Supplier and the Local Agent has placed its hand/caused its Common Seal to be affixed hereunto and to two other of the same tenor on this é é é é é .20é

   The Common Seal of M/s (supplier)é é é é é é é é é é é é é é é é é é ... herein.

1. ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ..

   President/Managing Director/C.E.O.

2. ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ..

   Director

Witnesses

Signature	Name, Address and ID No./Passport No.
1. é é é é é é é é é é é é .	é é é é é é é é é é é é é é é é ..
2. é é é é é é é é é é é é .	é é é é é é é é é é é é é é é é é

The Common Seal of M/s. é é é é é é é é é é é é é é é (Local Agent) herein.

é é é é é é é é é é é é é é é .
President/Managing Director/C.E.O.

é é é é é é é é é é é é é é é .
Director

Witnesses

Signature	Name, Address and ID No./Passport No.
1. é é é é é é é é é é é é .	é é é é é é é é é é é é é é é ..
2. é é é é é é é é é é é é .	é é é é é é é é é é é é é é é é

CONDITIONS OF CONTRACT

3.FREE REPLACEMENT /REIMBURSEMENT

3.1 SPC reserves the right to call for Free Replacement/Reimbursement in the event of

3.1.1 Short packing
3.1.2 Loss/damage or deterioration of goods supplied (within shelf-life if applicable)
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/or quality standards to the satisfaction of Medical Supplies Division of Sri Lanka/ State Pharmaceuticals Corporation of Sri Lanka.

3.2 In the event of a quality problem, Batch samples would be tested by SPC its authorized personnel at the NMQAL or SPC Quality Assurance Laboratory or any other Quality Assurance Laboratory nominated by SPC or itôs fitness for use will be determined by and expert Committee appointed by the relevant authority.

3.3 **Withdrawal from use of Item due to quality failure.**

a) In case of batch withdrawal due to quality failure, the supplier/ manufacturer shall reimburse the value of entire batch quantity supplied.
b) In case of product withdrawal due to quality failure, the supplier/ manufacturer shall reimburse the value of entire product quantity supplied.
c) In the event of either a) or b) above the supplier/ manufacturer shall be surcharged additional 25% of the total value concerned as administrative cost.

Samples from the available batches will be retained by 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 and the Local Agent agreed to reimburse the SPC the landed cost and an additional 25% surcharge of the total quantity supplied.

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 7 working days of receipt of same in writing. Parties however shall endeavours 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 parties at the respective addresses at the beginning hereof written.

The common seal of State Pharmaceuticals Corporation of Sri Lanka was affixed)

heretoé)
é .)
é .)
é .)

Authorized signatory

Authorized signatory

Witnesses

Signature Name, Address and ID No

1……………….. ………………………………………………

2………………… ……………………………………………….

DR/ns

ANNEX – 1

BID NO. : DHS/S/WW/70/24
DATE OF ISSUE : 11TH JULY 2023
CLOSING DATE & TIME : 22ND AUGUST 2023 AT 09.00 HOURS SRI LANKA TIME

Special Conditions for tendering :

1. Offers should be accompanied with the valid registration certificate issued by the National Medicine Regulatory Authority in Sri Lanka
2. Offered item should bear both our SR number and the Item number. However at the bid opening only the item numbers will be read out. Therefore price quoted should be shown against each item number.
3. If the shipment is being effected on FCL basis both FOB and Freight charges should be quoted separately against each item in addition to quoted C & F price.
4. The volume of the total quantity of each item should be given in cubic meters (m^3)
5. **Foreign offers should be on C & F (CPT/CFR) Colombo basis. FOB offers are not acceptable. If offers are received on Import & Supply basis from local suppliers, those offers should be in LKR. All local suppliers/manufacturers should quote in LKR for the total delivery price to MSD stores.**
6. **Fax/E-mail offers directly sent to State Pharmaceuticals Corporation are not acceptable. Tenderers are requested to draw their attention to the clause "Submission of Bids" of the bid document in this regard.**
7. 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.
8. The original payment receipt has to be annexed to the offer. Offers without same will be rejected.
9. We reserve the right to reject offers which do not comply above.
10. The offer should be valid up to 17.02.2024.

CONDITIONS FOR SUPPLY OF SURGICAL ITEMS

(a) Part A-General Order Conditions (GOC) of Supply

1. The consignments supplied in respect of an order concerned, shall exactly match with the reference sample submitted and the product information (item descriptions, shelf life/warranty where applicable, manufacturer²s name, country of manufacture, country of origin, etc.) provided in the bid document by the supplier, which has been accepted by the procurement committee, and included in the Indent / Purchase Order (PO), issued by SPC.

2. All items shall be supplied, sourcing from the manufacturer and country of manufacturer, stated in the Purchase Order (PO)/Indent of SPC and wherever applicable shall have a valid product registration or waiver of registration from NMRA.

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

When the validity of the product/manufacturing licenses and registrations of NMRA (eg; manufacturing license, product registration and GMP certificates), of local manufacturers / local suppliers, lapses during the year or during the period of supply (delivery schedule), it shall be extended / renewed by the supplier.

A certified copies of afore mentioned valid certificates shall be submitted to MSD by the supplier when deliveries are made.

4. The number of batches per consignment shall be minimal. Batch quantity shall be an equal multiple of the quantity of the consignment and the proportionate size of the batch quantity shall be not less than 15% of the quantity in the consignment.

5. If MSD decides to accept a part or full consignment, with deviations from certain tender conditions (eg: with regard to labeling/packaging etc. due to an urgency, that shall be done subject to, either rectifying the defect within 05 working days by the supplier, or recovering the total cost [a] of rectifying the defect by MSD (via a duly contracted third party providing such services), from the supplier with a 25% surcharge on the labeling cost. (total charge = [a]+[a]x0.25) or 2% of the invoiced value, whichever is the highest.

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

6. The specifications of the product offered by the suppliers in the tender, shall match with the tender specifications for the item and **any form of alternate offers for the same, will not be entertained,** when there are product/s offered in compliance with the tender specification.

Shelf life & Warrantees

7. In respect of Non consumables; laboratory items and surgical items: Manufacturer or supplier or local agent shall provide a warranty for a period, not less than as specified in the specification of the item and /or it²s sub components/articles supplied (eg: Special Instrument sets), unless otherwise agreed upon prior to awarding the tender.

The supplier²s invoice shall indicate, the validity period of the warrantee from the date of receiving goods at MSD and a warrantee card with all details, including the local contact details of warrantee services provider, shall also be inserted in each individual pack.

Foreign suppliers of all such items shall have their own local agent in Sri Lanka, capable of providing technical support, repair and spares, when necessary (**This clause No. 07 is not applicable for all Pharmaceuticals and all Consumable Surgical & Laboratory items)**

8. Freshly manufactured stocks of the product shall be supplied; thereby the residual Shelf Life (shelf life remaining at the time of delivery of goods in Sri Lanka/MSD stores/Sri Lanka) of the product, shall be 85% of the product shelf life specified in Indent/PO or as certified in the product registration certificate or indicated in any other way by NMRA)

(a) When the shelf life is not specified in the indent/PO/item spec; the requested shelf life shall be considered as, 36 months for consumable surgical items. (Shelf life of not applicable for surgical non-consumables) and 24 months for Pharma/Laboratory items. The Difference of the residual and requested product shelf life shall not exceed $1/6^{th}$ (one sixth) of the original product shelf life.

(b) In the violation of the above tender condition, Director/MSD reserves the right to accept a reduced quantity, that is usable (as per the actual consumption rate) up to three months before the expiry of same and will subject to application of a penalty (as clause No. 37 and footnote 01)

Standards & Quality

9. Standards; In respect of all Pharmaceutical products supplied, shall comply Pharmacopoeia Standards that are indicated in the item specifications, other Pharmacopoeia Standards accepted in the product registration by the National Medicines Regulatory Authority.

10. As per the product registration dossier approved by NMRA, the product information leaflet (PIL) for the Pharmaceuticals items and the user manual/instruction pamphlet for surgical items. With information to users regarding the; storage conditions, maintenance, and other product compatibilities, shall be provided with the product, for acceptance of goods by MSD.

Any product deficient of or incompatible with, its sub-components/accessories, not at the specified quality standards or all its components not unitized appropriately in packaging (as a set) shall be rejected.

11. Withdrawal from use of items due to quality failure found as manufacturer²s fault:

(a). In case of batch withdrawal, **value of entire batch quantity supplied** shall be recovered from the supplier.

(b).In case of product withdrawal, **value of entire product quantity** supplied shall be recovered from the supplier.

(c). In the event of either a) or b) above, supplier shall be charged the total **cost involved for MSD, of the quality failed supplies** with 25% administrative surcharge of the same.

12. The storage conditions and the packing requirements of the product shall conform to the information given by the manufacturer and accepted by NMRA for the product registration or shall conform to the information submitted for waiver of registration granted by NMRA in exceptional circumstances.(refer clause No.24)

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

13. Immediately after delivery at MSD, the consignments shall be subjected to testing appropriately drawn, one random batch sample (Post-delivery sample) of the consignment at a government/semi-government/accredited laboratory (to be selectively applied for Surgical & Lab items, depending on availability of testing methodology and facilities)

If the sample is found to be substandard, random batch samples will be tested from all the batches/lots in the consignment, and entire expenses on such tests, like value of samples, transport, sampling and testing charges, etc, will be recovered from the supplier.

14. Consignments supplied to MSD violating the storage conditions indicated on product labels and/or product information leaflet (as accepted for product registration at NMRA), shall be considered as quality affected consignments and quality assurance of such consignments shall be carried out by post-delivery testing at government / semi government laboratory in Sri Lanka or at an accredited laboratory (foreign/local). All the expenses on such an event, including storage cost shall be borne by the supplier. If found to be quality affected the consignment will be treated as quality failed (as clause No.11).

Pack size, Labeling & Packaging

15. Offers for pack sizes at a lower level(smaller quantity per pack) than the pack size specified in the item description/specification and MSD order List, are also acceptable, but higher level (larger quantity per pack) pack sizes will not be entertained unless otherwise offered with the original bid and accepted by the procurement committee, with the concurrence of MSD.

16. In respect of bulk packs of all pharmaceuticals (not applicable for blister/strip packs), ³DHS´ mark shall be
(a). embossed or printed in case of tablets
(b). printed in case of capsules

Above condition can be waved off, if the purchase order quantity is less than 100,000 tablets/capsules, with deliveries in one/more lots **or** when an exemption is notified in the special order conditions of the relevant MSD order list (**This clause No. 16 is not applicable for all consumable and Non consumable Surgical and Laboratory Items)**

17. Each; innermost pack, vial/ampoule, pre-filled syringe or bottle, shall bear the item Description, SR No, Batch No/Lot no., Product Reference/Catalogue No.s of Surgical items), Date of Manufacture, Date of Expiry (of consumables only) and ³STATE LOGO´ of Government of Sri Lanka.

It is essential to include and exactly match the dates of Expiry (not applicable for Surgical Non-consumables) & date of Manufacture (in any form as ³Year & Month´ or ³No Exp.´), in the innermost pack and supplier²s invoice.

18. Description of the Item, SR No, Date of Manufacture, Date of Expiry, Batch No, Name and address of manufacturer and ³STATE LOGO´ of Sri Lanka Government shall be clearly marked on the outer covering of the individual/innermost pack containing the minimum unit of measure, including blister & strip cards and on the outer cover of the carton/box.
Any deviations of the Date of Manufacture (DOM)/ Date of Expiry(DOE)declared in the offer shall be approved by MSD and DOM & DOE shall consist of at least the year & month.

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

20. Batch Number of the product shall be separately Barcoded (in Code 128 or 2D formats) and Barcode shall be printed on the labels at all levels of packing as described below, conforming to the industry standards in Barcode printing and pasting.
Format shall be according to Code 128 or 2D standards.
Maximum barcode size shall be 5.0cm (length) x 2.5cm (width).

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

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

Storage Conditions & Temperature

22. If the storage temperature & conditions are not specified in the item specification, NMRA accepted product storage conditions, shall conform to Sri Lankan ambient storage conditions in the ranges of 30^0c +/- 2^0c temperature and 75% +/-5% relative humidity. The product storage conditions shall be clearly indicated at all levels of labels/packages/boxes.

23. Maintenance of Cold Chain;

a. In case of cold storage items, cold chain monitors (temperature recording devices) shall be included for each carton and the cold chain shall be maintained according to the manufacturer²s instructions during storage, transport and delivery.

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

c. If the cold chain break is observed at the time of taking over the consignments by MSD, such consignments shall be rejected, indicating the reason on the relevant **WDN or copy of the delivery documents.** In such an event, the SPC shall arrange necessary cold storage for the consignment until ±observed cold chain break² is investigated leading to acceptance / total rejection of consignment and the expenses born by MSD / SPC in arranging the cold storage shall be recovered from the supplier.

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

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

24. In respect of the products requiring controlled temperature storage (Eg. < 25^0c, 2-25^0c, 15-20^0c/30^0c, 2-8^0c etc.), supplier shall provide MSD with latest product stability study reports with the invoice of the consignment.(report shall include studies; at 30^0c +/- 2^0c & 75% +/- 5% RH for **AC stored** items and at 25^0c +/- 2^0c & 60% +/- 5% RH for **Cold stored** items. It shall be a true copy of the latest report submitted to NMRA or a report issued within last 05 years). (refer clause No.12)

Delivery Requirements

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

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

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

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

(a). A penalty of 0.5% per day of the consignment value, calculated commencing from the 15th day up to 60th day delay from the due delivery date, as per the indent/PO or its² latest amended delivery schedules.

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

28. (i). If any local purchases were to be made by MSD/SPC to ensure continuity of supply (due to noncompliance of Indent/PO/its² amended; delivery schedule); in the ensuing period inclusive of the grace period for delivery from due delivery date, extra expenditure incurred on such local purchases, over the landed cost of relevant SPC main order, shall be recovered from the supplier.

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

29. In respect of local manufacturers/ local suppliers, all deliveries shall be made only on week days excluding public holidays, also allowing adequate time to enable the completion of the receiving process at MSD stores before 3.30 p.m.

In the event of failure to meet this deadline due to supplier²s fault (eg. In delivery; time, product, document, etc.) goods shall be accepted on the following working day, such date shall be counted for working out penalties as per No. 27 (regarding defaulted consignment) of the conditions of supply.
As an alternative, supplier can request MSD to take over the consignment on the same day, subject to settling all other expenses (i.e. staff OT, forklift charge, etc.) of MSD, by the supplier.

30. The extension of L/C²s overstepping delivery schedules in the Indent/PO/its² amendments, shall not in any way affect the recovery of late delivery charges, as per Condition No. 27 (regarding defaulted consignments) and any other direct or indirect additional costs/liquidated damages, relating/consequent to extension of L/C.

31. When adequate storage space is not available at MSD, to accept a delivery defaulted consignment (deviating from the delivery schedule in the Indent/PO/its² amendments) under the condition No. 27, any additional expenses caused to MSD or SPC in arranging temporary external storage and other expenses (eg. demurrage, detention, container storage, re-handling cum transport, etc.) shall be borne by the supplier.

Documents & Information

32. MSD Order No, Item Description, SR No, Batch No., Date of Manufacture, Date of Expiry and product Storage Condition, shall be indicated in all Supply Invoices and detailed Packing Lists.

33. One of the tender samples of the selected bid shall be forwarded to MSD, for using as a reference sample (can make it; a part of the last consignment or a returnable to supplier) for checking the conformity of the consignments received under the indent/PO. (applicable for all surgical items and laboratory regular items except when specified in respective order lists).

The product artwork or dimensional detail diagrams, product Catalogues and Catalog No²s, as necessary for the surgical items (**not relevant to pharmaceutical & Laboratory items)** shall be provided with the bid document, for reference in the; tender evaluation by SPC, ascertaining (before awarding) user acceptance of deviations from the spec by MSD and inspecting the consignments delivered to MSD.

The artwork of the; specimen labels, minimum pack and outer most box/shipper carton, that satisfies the above mentioned labeling conditions shall be provided before signing the contract with the performance bond.

34 The supplier shall submit all shipping documents to (Including Bills of Lading / Draft Air Way Bills etc.) SPC Imports department and MSD by e-mail (**follow instructions in website www.msd.gov.lk**), at least 03 days before the Expected Time of Arrival (ETA) of sea freighted consignments & 02 days before the ETA of Air freighted consignments.

35. After releasing the Indent/PO or establishing L/C, the latest logistical position of manufacturing & supply on the Indent/PO, shall be updated biweekly through e-mails to SPC with a copy to MSD by the supplier.(follow instructions in the website www.msd.gov.lk)
If it is not complied or the information so provided are found to be incomplete/false, the grace period (for supply delays) mentioned in the condition No. 27 will not be applicable.

Common conditions

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

37. Administrative surcharge of 25%(on the value of goods), will be applied for tender condition violations that cause deficiencies in supply with respect to; quality, standards & specifications, short packing & short supply or delayed delivery as per the cabinet decision. **(eg. As in conditions No. 08,05,10,13)**

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

(b) Part B-Special Order Conditions (SOC) of Supply

Note: SOCs are used, when it is really necessary to enable, item/order list specific deviations from the GOC clauses that are applicable to all or selected items in the order list concerned and in which case the relevant order list No. and SR No. s, shall be indicated separately against each clause of SOC, with the counter signature of Director (MSD) to make it effective.

Sufficient quantity of samples should be forwarded for evaluation.

Special Conditions

- Suppliers should submit all shipping documents including the Bill of lading or Air Way Bill to SPC at least 2-3 days prior to arrival of the consignments to prevent any delay in clearance.
- In the event of an award made to you on this tender, SPC reserve the right to cancel/suspend the procuring of said order in any stage, if you would be placed the defaulted supplier's list due to quality failure found in your previous supplies made to SPC or non compliance of contractual agreement.
- This bid is administered by the provisions of the "Public Contract Act No. 3 of 1987" and therefore, in the event bidder is to retain an agent, representative, nominee for and on behalf of Bid or shall register himself and such public contact act in accordance with the section 10 of the Public Contract Act and produce such valid original certificate of registration with the bid.
- 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.
- Destination Terminal Handling charges (THC) should be borne by the supplier at the Port of Loading. Hence when the C&F prices are quoted this should be inclusive of THC.
- The bid submitted should be duly signed and endorsed by the Bidder/ Tenderer him self (with the name and designation of the signatory) or by the representative. Representatives submit offers on behalf of their principals should submit a letter of authorization and power of attorney (if signing on behalf of the principals) and also should submit documentary proof on their registration as per the Act. No. 03 of 1987 with the Department of the Registrar of Companies – Sri Lanka.
- In the event of delivery of consignments deviating from given delivery schedule by MSD due to default of supplier and same is rejected due lack of storage space available at MSD warehouses, any resulting demurrage charges incurred shall be borne by the suppliers concerned.
- **All Shipment should be made exclusively on vessels belonging to the Ceylon Shipping Corporation or those chartered by CSC. Shipments on other vessels will be permitted in instances where vessels of the Ceylon Shipping Corporation do not call at the Port of Shipment or if they are not available for timely shipment of cargo. In which event the supplier should attach a waiver certificate issued by Ceylon Shipping Corporation on their Authorized Agent in the supplier's country.**

BID NO: DHS/S/WW/70/24 CLOSING ON : 22.08.2023 at 9.00 a.m.

ORDER LIST NUMBER: 2024/SPC/A/R/S/00255

ITEM NO	SR NO	ITEM	QTY Nos.	DELIVERY	Bid Bond value (LKR)
1	13402603	Aortic Root Cannula with vent, size 14G (7Fr), 14cm (approx.) length, sterile.	20	20-Jan/2024	N/A
2	13402150	Perfusion Tubing Connector, Y shaped, size 9.5mm x 9.5mm x 12.6mm, sterile.	25	25-Jan/2024	N/A
3	13402104	Perfusion Tubing Connector, Y shaped, size 6.3mm x 12.6mm x 12.6mm, sterile.	10	10-Jan/2024	N/A
4	13401608	Aortic Perfusion Cannula, angled, with shoulder and a cap, with luer connector, size 24Fr, sterile.	30	30-Jan/2024	N/A
5	13401607	Aortic Perfusion Cannula, angled, with shoulder and a cap, with luer connector, size 21Fr, sterile.	30	30-Jan/2024	N/A
6	13401200	Wire Reinforced two stage Venous Return Cannula with obturator, open tapered tip, size 32Fr/40Fr, sterile.	30	30-Jan/2024	N/A
7	13304000	Diathermy Scotch Pad, with rear sticker, sterile.	200	100-Jan/2024 100-May/2024	N/A
8	13303803	High Temperature Cautery,blade tip, long, disposable.	10	10-Jan/2024	N/A
9	13303801	High Temperature Cautery,blade tip, 50mm, disposable.	25	25-Jan/2024	N/A
10	13303800	High Temperature Cautery, fine tip (needle tip), 50mm, disposable.	25	25-Jan/2024	N/A
11	13303102	Pleural Drainage System (water sealed drainage system), paediatric, comprising 400ml - 600ml graduated PVC bottle with handle, tubing set with connector and inlet/outlet port with cap, sterile.	50	50-Jan/2024	N/A
12	13303101	Pleural Drainage System (water sealed drainage system), adult,comprising 1800ml - 2000ml graduated PVC bottle with handle, tubing set with connector and inlet/outlet port with cap, sterile.	600	300-Jan/2024 300-May/2024	N/A

13	13302901	Diathermy Quiver, for holding sucker handles and diathermy probes etc.	10	10-Jan/2024	N/A
14	13302501	Saphenous Vein Cannula, 3mm blunt tip, sterile.	25	25-Jan/2024	N/A
16	13301106	Thoracic Drainage (Chest Drainage) Catheter, for post-operative pleural drainage, size 36Fr, straight, 45cm (approx.) length, with 6 eyes, open distal end, with radiopaque line throughout the length, with 2cm markings, made from surgical quality PVC, with connector, sterile.	600	300-Jan/2024 300-May/2024	N/A
17	13301105	Thoracic Drainage (Chest Drainage) Catheter, for post-operative pleural drainage, size 32Fr, straight, 45cm (approx.) length, with 6 eyes, open distal end, with radiopaque line throughout the length, with 2cm markings, made from surgical quality PVC, with connector, sterile.	600	300-Jan/2024 300-May/2024	N/A
18	13301104	Thoracic Drainage (Chest Drainage) Catheter, for post-operative pleural drainage, size 28Fr, straight, 45cm (approx.) length, with 6 eyes, open distal end, with radiopaque line throughout the length, with 2cm markings, made from surgical quality PVC, with connector, sterile.	500	250-Jan/2024 250-May/2024	N/A
19	13301103	Thoracic Drainage (Chest Drainage) Catheter, for post-operative pleural drainage, size 24Fr, straight, 45cm (approx.) length, with 6 eyes, open distal end, with radiopaque line throughout the length, with 2cm markings, made from surgical quality PVC, with connector, sterile.	200	100-Jan/2024 100-May/2024	N/A
23	13300901	Thoracic Drainage (Chest Drainage) Catheter, for post-operative pleural drainage, size 16Fr, angled, 45cm (approx.) length, with 6 eyes, open distal end, with radiopaque line throughout the length, with 2cm markings, made from surgical quality PVC, with connector, sterile.	10	10-Jan/2024	N/A

Packing: 1 Nos.

1. Page 9 Condition No. 19.b

Registrar of public contracts

This clause should be amended as awards over Sri Lanka rupees Five Million instead of (LKR) Ten Million.

1. Page 10 Condition No. 20. A

Representative samples in respect of items offered should be submitted to reach SPC on or before the closing time on the closing date of tender and acknowledgement receipt to be obtained from Administration Department of SPC.

Contract:
The successful supplier should agree to enter into a contract/Agreement is applicable normally for awards which are over LKR 500,000.00 instead of 10.0 Million.

Bidding Document Fee- As per the guideline 6.1.1 (a) of the Government Procurement Guidelines 2006.

A non refundable fee of Rs. 3,000/= + taxes should be paid in cash to SPC for each set of Tender Documents

Amendments of Bidding Document for Procurement of Surgical/Lab items

(1) **Clause 8**

(a) Bid Bonds to be submitted for each item (SR Number) when estimated value of each item exceeds LKR 01 Million.

(b) Value and validity applicable for the submission of Bid Bond for each item should be as indicated therein.

08.2 The Bid Bond should be valid for at least 30 days beyond the validity of the Bid.

(c) To be deleted.

(2) **Clause 12**

Amend as **REIMBURSEMENT**

12.1 Corporation reserves 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 labeling.

(3) **Clause 16.6**

Any request for a price increment due to LKR depreciating against foreign currency will not be accepted and such bid will be rejected at the preliminary stage of bid evaluation.

(4) **Clause 28.0**

Evaluation will be done as per Bid Form (Annex – II B) and Bid Evaluation Summary Sheet. (Annex – II C, to be submitted along with the Bid and a soft copy as per instruction given in www.spc.lk Web Site)

(5) 2nd column of Annex II B amend as "FULL DESCRIPTION OF ITEM OFFERED THE STANDARD & STORAGE CONDITION"

(6) Annex – 1 to be amend as follows.

SPECIMEN OF ANNEX – 1

ANNEX – 1

BID NO/ BID REFERENCE :
(TENDER NO)

DATE OF ISSUE :

CLOSING DATE & TIME :
(SRI LANKAN TIME)

ORDER LIST NO :

SR No	Item Description/ Specifications	Quantity	Delivery Schedule

Amount of Bid Bond : LKR …….. or USD …….. to be submitted along with the Bid Bond valid till …… (date)

Bid validity period : Bid should be valid till …….. (date)

Bid Document Fee : ……
(should be paid in cash to SPC for each set of Bid Documents)

MSD CONDITIONS OF SUPPLY

1.
2.

Abbreviations : SPC ; State Pharmaceuticals Corporation, MSD; Medical Supplies Division

Annex VI

SPECIMEN OF CONTRACT FORM (IB)

STATE PHARMACEUTICALS CORPORATION OF SRI LANKA

(Established under the State Industrial Corporation Act, No. 49 of *1957)*
"Mehewara Piyasa", 16th Floor, No. 41, Kirula Road, Colombo 05,Sri Lanka.
Telephone (00)94-1-2335008 Fax: (00)94-11-2582495
E-mail: dgmsurgical@spc.lk or mgrsurgical@spc.lk

DEMOCRATIC SOCIALISTREPUBLIC OF SRI LANKA
AGREEMENT

SPC Ref. No Date :
Bid Ref.

This **AGREEMENT** made and entered into between the State Pharmaceuticals Corporation of Sri Lanka, a Corporation established under the State Industrial Corporation Act. No. 49 of 1957 and having its Head Office at "Mehewara Piyasa" 16th Floor, No. 41, Kirula Road, Colombo 05, 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 **FIRST PART**

AND

M/s ……………………………………………………………………………………..
…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 **SECOND PART.**

AND

M/s ……………………………………………………………………………………..
…business under the time, style and firm of a company duly registered and carrying business (hereinafter called "the Local Agent" 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 **THIRD PART.**

Whereas the State Pharmaceuticals Corporation has accepted the bid of M/s ……………… ………………………………………………………………………… for the supply and delivery of……………………………………………… as per the attached indent for ……………… marked SPC ……………………………… . Dated ……………………………… and M/s ………………………………………………… will act as local agent of the supplier for all matters arising out of supplies here of.

<u>NOW IT IS HEREBY AGREED AS FOLLOWS:</u>

1. The following documents:

   (a) Conditions of Contract marked – Annex 1
   (b) Bid Documents marked – Annex 2
   (c) Copy of Indent marked – Annex 3

(hereinafter called ñthe Contract Documentsò) showing and describing the nature and scope of the agreement duly signed by three parties shall be deemed to form and be read and construed as part and partial 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, and the local agent will be responsible for all the matters regarding the supplies which do not confirm to required standard..

The supplier shall be paid for such supply and delivery of the goods according to the Indent marked and in the manner and at the times hereinafter specified.

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

In witness whereof the State Pharmaceuticals Corporation has caused its Common Seal to be affixed and é é é é é é é é é and é é é é é é é é é é . of State Pharmaceuticals Corporation have set their hands and Supplier and the Local Agent has placed its hand/caused its Common Seal to be affixed hereunto and to two other of the same tenor on this é é é é é .20é

The Common Seal of M/s (supplier)é é é é é é é é é é é é é é é é é é ... herein.

1. ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ..

President/Managing Director/C.E.O.

2. ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ..

Director

Witnesses

Signature	Name, Address and ID No./Passport No.
1. é é é é é é é é é é é .	é é é é é é é é é é é é é é é ..
2. é é é é é é é é é é é .	é é é é é é é é é é é é é é é é

The Common Seal of M/s. é é é é é é é é é é é é é é é (Local Agent) herein.

é é é é é é é é é é é é é é é .
President/Managing Director/C.E.O.

é é é é é é é é é é é é é é é .
Director

Witnesses

Signature	Name, Address and ID No./Passport No.
1. é é é é é é é é é é é .	é é é é é é é é é é é é é é é ..
2. é é é é é é é é é é é .	é é é é é é é é é é é é é é é é

CONDITIONS OF CONTRACT

3.FREE REPLACEMENT /REIMBURSEMENT

3.1 SPC reserves the right to call for Free Replacement/Reimbursement in the event of

- 3.1.1 Short packing
- 3.1.2 Loss/damage or deterioration of goods supplied (within shelf-life if applicable)
- 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/or quality standards to the satisfaction of Medical Supplies Division of Sri Lanka/ State Pharmaceuticals Corporation of Sri Lanka.

3.2 In the event of a quality problem, Batch samples would be tested by SPC its authorized personnel at the NMQAL or SPC Quality Assurance Laboratory or any other Quality Assurance Laboratory nominated by SPC or its fitness for use will be determined by and expert Committee appointed by the relevant authority.

3.3 **Withdrawal from use of Item due to quality failure.**

a) In case of batch withdrawal due to quality failure, the supplier/ manufacturer shall reimburse the value of entire batch quantity supplied.
b) In case of product withdrawal due to quality failure, the supplier/ manufacturer shall reimburse the value of entire product quantity supplied.
c) In the event of either a) or b) above the supplier/ manufacturer shall be surcharged additional 25% of the total value concerned as administrative cost.

Samples from the available batches will be retained by 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 and the Local Agent agreed to reimburse the SPC the landed cost and an additional 25% surcharge of the total quantity supplied.

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 7 working days of receipt of same in writing. Parties however shall endeavours 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 parties at the respective addresses at the beginning hereof written.

The common seal of State Pharmaceuticals Corporation of Sri Lanka was affixed)

heretoé)
é .)
é .)
é .)

Authorized signatory

Authorized signatory

<u>Witnesses</u>

Signature Name, Address and ID No

1……………….. **……………………………………………**

2………………… **……………………………………………**

AK/ns

ANNEX – 1

BID NO. : DHS/S/WW/71/24
DATE OF ISSUE : 11TH JULY 2023
CLOSING DATE & TIME : 22ND AUGUST 2023 AT 09.00 HOURS SRI LANKA TIME

Special Conditions for tendering :

1. Offers should be accompanied with the valid registration certificate issued by the National Medicine Regulatory Authority in Sri Lanka
2. Offered item should bear both our SR number and the Item number. However at the bid opening only the item numbers will be read out. Therefore price quoted should be shown against each item number.
3. If the shipment is being effected on FCL basis both FOB and Freight charges should be quoted separately against each item in addition to quoted C & F price.
4. The volume of the total quantity of each item should be given in cubic meters (m^3)
5. **Foreign offers should be on C & F (CPT/CFR) Colombo basis. FOB offers are not acceptable. If offers are received on Import & Supply basis from local suppliers, those offers should be in LKR. All local suppliers/manufacturers should quote in LKR for the total delivery price to MSD stores.**
6. **Fax/E-mail offers directly sent to State Pharmaceuticals Corporation are not acceptable. Tenderers are requested to draw their attention to the clause "Submission of Bids" of the bid document in this regard.**
7. 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.
8. The original payment receipt has to be annexed to the offer. Offers without same will be rejected.
9. We reserve the right to reject offers which do not comply above.
10. The offer should be valid up to 17.02.2024

CONDITIONS FOR SUPPLY OF SURGICAL ITEMS

(a) Part A-General Order Conditions (GOC) of Supply

1. The consignments supplied in respect of an order concerned, shall exactly match with the reference sample submitted and the product information (item descriptions, shelf life/warranty where applicable, manufacturer²s name, country of manufacture, country of origin, etc.) provided in the bid document by the supplier, which has been accepted by the procurement committee, and included in the Indent / Purchase Order (PO), issued by SPC.

2. All items shall be supplied, sourcing from the manufacturer and country of manufacturer, stated in the Purchase Order (PO)/Indent of SPC and wherever applicable shall have a valid product registration or waiver of registration from NMRA.

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

When the validity of the product/manufacturing licenses and registrations of NMRA (eg; manufacturing license, product registration and GMP certificates), of local manufacturers / local suppliers, lapses during the year or during the period of supply (delivery schedule), it shall be extended / renewed by the supplier.

A certified copies of afore mentioned valid certificates shall be submitted to MSD by the supplier when deliveries are made.

4. The number of batches per consignment shall be minimal. Batch quantity shall be an equal multiple of the quantity of the consignment and the proportionate size of the batch quantity shall be not less than 15% of the quantity in the consignment.

5. If MSD decides to accept a part or full consignment, with deviations from certain tender conditions (eg: with regard to labeling/packaging etc. due to an urgency, that shall be done subject to, either rectifying the defect within 05 working days by the supplier, or recovering the total cost [a] of rectifying the defect by MSD (via a duly contracted third party providing such services), from the supplier with a 25% surcharge on the labeling cost. (total charge = [a]+[a]x0.25) or 2% of the invoiced value, whichever is the highest.

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

6. The specifications of the product offered by the suppliers in the tender, shall match with the tender specifications for the item and **any form of alternate offers for the same, will not be entertained,** when there are product/s offered in compliance with the tender specification.

Shelf life & Warrantees

7. In respect of Non consumables; laboratory items and surgical items: Manufacturer or supplier or local agent shall provide a warranty for a period, not less than as specified in the specification of the item and /or it²s sub components/articles supplied (eg: Special Instrument sets), unless otherwise agreed upon prior to awarding the tender.

The supplier²s invoice shall indicate, the validity period of the warrantee from the date of receiving goods at MSD and a warrantee card with all details, including the local contact details of warrantee services provider, shall also be inserted in each individual pack.

Foreign suppliers of all such items shall have their own local agent in Sri Lanka, capable of providing technical support, repair and spares, when necessary (**This clause No. 07 is not applicable for all Pharmaceuticals and all Consumable Surgical & Laboratory items)**

8. Freshly manufactured stocks of the product shall be supplied; thereby the residual Shelf Life (shelf life remaining at the time of delivery of goods in Sri Lanka/MSD stores/Sri Lanka) of the product, shall be 85% of the product shelf life specified in Indent/PO or as certified in the product registration certificate or indicated in any other way by NMRA)

(a) When the shelf life is not specified in the indent/PO/item spec; the requested shelf life shall be considered as, 36 months for consumable surgical items. (Shelf life of not applicable for surgical non-consumables) and 24 months for Pharma/Laboratory items. The Difference of the residual and requested product shelf life shall not exceed $1/6^{th}$ (one sixth) of the original product shelf life.

(b) In the violation of the above tender condition, Director/MSD reserves the right to accept a reduced quantity, that is usable (as per the actual consumption rate) up to three months before the expiry of same and will subject to application of a penalty (as clause No. 37 and footnote 01)

Standards & Quality

9. Standards; In respect of all Pharmaceutical products supplied, shall comply Pharmacopoeia Standards that are indicated in the item specifications, other Pharmacopoeia Standards accepted in the product registration by the National Medicines Regulatory Authority.

10. As per the product registration dossier approved by NMRA, the product information leaflet (PIL) for the Pharmaceuticals items and the user manual/instruction pamphlet for surgical items. With information to users regarding the; storage conditions, maintenance, and other product compatibilities, shall be provided with the product, for acceptance of goods by MSD.

Any product deficient of or incompatible with, its sub-components/accessories, not at the specified quality standards or all its components not unitized appropriately in packaging (as a set) shall be rejected.

11. Withdrawal from use of items due to quality failure found as manufacturer²s fault:

(a). In case of batch withdrawal, **value of entire batch quantity supplied** shall be recovered from the supplier.

(b).In case of product withdrawal, **value of entire product quantity** supplied shall be recovered from the supplier.

(c). In the event of either a) or b) above, supplier shall be charged the total **cost involved for MSD, of the quality failed supplies** with 25% administrative surcharge of the same.

12. The storage conditions and the packing requirements of the product shall conform to the information given by the manufacturer and accepted by NMRA for the product registration or shall conform to the information submitted for waiver of registration granted by NMRA in exceptional circumstances.(refer clause No.24)

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

13. Immediately after delivery at MSD, the consignments shall be subjected to testing appropriately drawn, one random batch sample (Post-delivery sample) of the consignment at a government/semi-government/accredited laboratory (to be selectively applied for Surgical & Lab items, depending on availability of testing methodology and facilities)

If the sample is found to be substandard, random batch samples will be tested from all the batches/lots in the consignment, and entire expenses on such tests, like value of samples, transport, sampling and testing charges, etc, will be recovered from the supplier.

14. Consignments supplied to MSD violating the storage conditions indicated on product labels and/or product information leaflet (as accepted for product registration at NMRA), shall be considered as quality affected consignments and quality assurance of such consignments shall be carried out by post-delivery testing at government / semi government laboratory in Sri Lanka or at an accredited laboratory (foreign/local). All the expenses on such an event, including storage cost shall be borne by the supplier. If found to be quality affected the consignment will be treated as quality failed (as clause No.11).

Pack size, Labeling & Packaging

15. Offers for pack sizes at a lower level(smaller quantity per pack) than the pack size specified in the item description/specification and MSD order List, are also acceptable, but higher level (larger quantity per pack) pack sizes will not be entertained unless otherwise offered with the original bid and accepted by the procurement committee, with the concurrence of MSD.

16. In respect of bulk packs of all pharmaceuticals (not applicable for blister/strip packs), ³DHS´ mark shall be
(a). embossed or printed in case of tablets
(b). printed in case of capsules

Above condition can be waved off, if the purchase order quantity is less than 100,000 tablets/capsules, with deliveries in one/more lots **or** when an exemption is notified in the special order conditions of the relevant MSD order list (**This clause No. 16 is not applicable for all consumable and Non consumable Surgical and Laboratory Items)**

17. Each; innermost pack, vial/ampoule, pre-filled syringe or bottle, shall bear the item Description, SR No, Batch No/Lot no., Product Reference/Catalogue No.s of Surgical items), Date of Manufacture, Date of Expiry (of consumables only) and ³STATE LOGO´ of Government of Sri Lanka.

It is essential to include and exactly match the dates of Expiry (not applicable for Surgical Non-consumables) & date of Manufacture (in any form as ³Year & Month´ or ³No Exp.´), in the innermost pack and supplier²s invoice.

18. Description of the Item, SR No, Date of Manufacture, Date of Expiry, Batch No, Name and address of manufacturer and ³STATE LOGO´ of Sri Lanka Government shall be clearly marked on the outer covering of the individual/innermost pack containing the minimum unit of measure, including blister & strip cards and on the outer cover of the carton/box.
Any deviations of the Date of Manufacture (DOM)/ Date of Expiry(DOE)declared in the offer shall be approved by MSD and DOM & DOE shall consist of at least the year & month.

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

20. Batch Number of the product shall be separately Barcoded (in Code 128 or 2D formats) and Barcode shall be printed on the labels at all levels of packing as described below, conforming to the industry standards in Barcode printing and pasting.
Format shall be according to Code 128 or 2D standards.
Maximum barcode size shall be 5.0cm (length) x 2.5cm (width).

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

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

Storage Conditions & Temperature

22. If the storage temperature & conditions are not specified in the item specification, NMRA accepted product storage conditions, shall conform to Sri Lankan ambient storage conditions in the ranges of 30^0c +/- 2^0c temperature and 75% +/-5% relative humidity. The product storage conditions shall be clearly indicated at all levels of labels/packages/boxes.

23. Maintenance of Cold Chain;

a. In case of cold storage items, cold chain monitors (temperature recording devices) shall be included for each carton and the cold chain shall be maintained according to the manufacturer²s instructions during storage, transport and delivery.

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

c. If the cold chain break is observed at the time of taking over the consignments by MSD, such consignments shall be rejected, indicating the reason on the relevant **WDN or copy of the delivery documents.** In such an event, the SPC shall arrange necessary cold storage for the consignment until ±observed cold chain break² is investigated leading to acceptance / total rejection of consignment and the expenses born by MSD / SPC in arranging the cold storage shall be recovered from the supplier.

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

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

24. In respect of the products requiring controlled temperature storage (Eg. < 25^0c, 2-25^0c, 15-20^0c/30^0c, 2-8^0c etc.), supplier shall provide MSD with latest product stability study reports with the invoice of the consignment.(report shall include studies; at 30^0c +/- 2^0c & 75% +/- 5% RH for **AC stored** items and at 25^0c +/- 2^0c & 60% +/- 5% RH for **Cold stored** items. It shall be a true copy of the latest report submitted to NMRA or a report issued within last 05 years). (refer clause No.12)

Delivery Requirements

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

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

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

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

(a). A penalty of 0.5% per day of the consignment value, calculated commencing from the 15th day up to 60th day delay from the due delivery date, as per the indent/PO or its² latest amended delivery schedules.

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

28. (i). If any local purchases were to be made by MSD/SPC to ensure continuity of supply (due to noncompliance of Indent/PO/its² amended; delivery schedule); in the ensuing period inclusive of the grace period for delivery from due delivery date, extra expenditure incurred on such local purchases, over the landed cost of relevant SPC main order, shall be recovered from the supplier.

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

29. In respect of local manufacturers/ local suppliers, all deliveries shall be made only on week days excluding public holidays, also allowing adequate time to enable the completion of the receiving process at MSD stores before 3.30 p.m.

In the event of failure to meet this deadline due to supplier²s fault (eg. In delivery; time, product, document, etc.) goods shall be accepted on the following working day, such date shall be counted for working out penalties as per No. 27 (regarding defaulted consignment) of the conditions of supply.
As an alternative, supplier can request MSD to take over the consignment on the same day, subject to settling all other expenses (i.e. staff OT, forklift charge, etc.) of MSD, by the supplier.

30. The extension of L/C²s overstepping delivery schedules in the Indent/PO/its² amendments, shall not in any way affect the recovery of late delivery charges, as per Condition No. 27 (regarding defaulted consignments) and any other direct or indirect additional costs/liquidated damages, relating/consequent to extension of L/C.

31. When adequate storage space is not available at MSD, to accept a delivery defaulted consignment (deviating from the delivery schedule in the Indent/PO/its² amendments) under the condition No. 27, any additional expenses caused to MSD or SPC in arranging temporary external storage and other expenses (eg. demurrage, detention, container storage, re-handling cum transport, etc.) shall be borne by the supplier.

Documents & Information

32. MSD Order No, Item Description, SR No, Batch No., Date of Manufacture, Date of Expiry and product Storage Condition, shall be indicated in all Supply Invoices and detailed Packing Lists.

33. One of the tender samples of the selected bid shall be forwarded to MSD, for using as a reference sample (can make it; a part of the last consignment or a returnable to supplier) for checking the conformity of the consignments received under the indent/PO. (applicable for all surgical items and laboratory regular items except when specified in respective order lists).

The product artwork or dimensional detail diagrams, product Catalogues and Catalog No²s, as necessary for the surgical items (**not relevant to pharmaceutical & Laboratory items)** shall be provided with the bid document, for reference in the; tender evaluation by SPC, ascertaining (before awarding) user acceptance of deviations from the spec by MSD and inspecting the consignments delivered to MSD.

The artwork of the; specimen labels, minimum pack and outer most box/shipper carton, that satisfies the above mentioned labeling conditions shall be provided before signing the contract with the performance bond.

34 The supplier shall submit all shipping documents to (Including Bills of Lading / Draft Air Way Bills etc.) SPC Imports department and MSD by e-mail (**follow instructions in website www.msd.gov.lk**), at least 03 days before the Expected Time of Arrival (ETA) of sea freighted consignments & 02 days before the ETA of Air freighted consignments.

35. After releasing the Indent/PO or establishing L/C, the latest logistical position of manufacturing & supply on the Indent/PO, shall be updated biweekly through e-mails to SPC with a copy to MSD by the supplier.(follow instructions in the website www.msd.gov.lk)
If it is not complied or the information so provided are found to be incomplete/false, the grace period (for supply delays) mentioned in the condition No. 27 will not be applicable.

Common conditions

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

37. Administrative surcharge of 25%(on the value of goods), will be applied for tender condition violations that cause deficiencies in supply with respect to; quality, standards & specifications, short packing & short supply or delayed delivery as per the cabinet decision. **(eg. As in conditions No. 08,05,10,13)**

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

(b) Part B-Special Order Conditions (SOC) of Supply

Note: SOCs are used, when it is really necessary to enable, item/order list specific deviations from the GOC clauses that are applicable to all or selected items in the order list concerned and in which case the relevant order list No. and SR No. s, shall be indicated separately against each clause of SOC, with the counter signature of Director (MSD) to make it effective.

Sufficient quantity of samples should be forwarded for evaluation.

Special Conditions

- Suppliers should submit all shipping documents including the Bill of lading or Air Way Bill to SPC at least 2-3 days prior to arrival of the consignments to prevent any delay in clearance.
- In the event of an award made to you on this tender, SPC reserve the right to cancel/suspend the procuring of said order in any stage, if you would be placed the defaulted supplier's list due to quality failure found in your previous supplies made to SPC or non compliance of contractual agreement.
- This bid is administered by the provisions of the "Public Contract Act No. 3 of 1987" and therefore, in the event bidder is to retain an agent, representative, nominee for and on behalf of Bid or shall register himself and such public contact act in accordance with the section 10 of the Public Contract Act and produce such valid original certificate of registration with the bid.
- 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.
- Destination Terminal Handling charges (THC) should be borne by the supplier at the Port of Loading. Hence when the C&F prices are quoted this should be inclusive of THC.
- The bid submitted should be duly signed and endorsed by the Bidder/ Tenderer him self (with the name and designation of the signatory) or by the representative. Representatives submit offers on behalf of their principals should submit a letter of authorization and power of attorney (if signing on behalf of the principals) and also should submit documentary proof on their registration as per the Act. No. 03 of 1987 with the Department of the Registrar of Companies – Sri Lanka.
- In the event of delivery of consignments deviating from given delivery schedule by MSD due to default of supplier and same is rejected due lack of storage space available at MSD warehouses, any resulting demurrage charges incurred shall be borne by the suppliers concerned.
- **All Shipment should be made exclusively on vessels belonging to the Ceylon Shipping Corporation or those chartered by CSC. Shipments on other vessels will be permitted in instances where vessels of the Ceylon Shipping Corporation do not call at the Port of Shipment or if they are not available for timely shipment of cargo. In which event the supplier should attach a waiver certificate issued by Ceylon Shipping Corporation on their Authorized Agent in the supplier's country.**

BID NO: DHS/S/WW/71/24 CLOSING ON : 22.08.2023 at 9.00 a.m.

ORDER LIST NUMBER: 2024/SPC/A/R/S/00270

ITEM NO	SR NO	ITEM	QTY Nos.	DELIVERY	Bid Bond value (LKR)
1	13300909	Thoracic Drainage (Chest Drainage) Catheter, for post-operative pleural drainage, size 12Fr, straight, 45cm (approx.) length, with 6 eyes, open distal end, with radiopaque line throughout the length, with 2cm markings, made from surgical quality PVC, with connector, sterile.	10	10-Jan/2024	N/A
2	13301101	Thoracic Drainage (Chest Drainage) Catheter, for post-operative pleural drainage, size 16Fr, straight, 45cm (approx.) length, with 6 eyes, open distal end, with radiopaque line throughout the length, with 2cm markings, made from surgical quality PVC, with connector, sterile.	10	10-Jan/2024	N/A
3	13301103	Thoracic Drainage (Chest Drainage) Catheter, for post-operative pleural drainage, size 24Fr, straight, 45cm (approx.) length, with 6 eyes, open distal end, with radiopaque line throughout the length, with 2cm markings, made from surgical quality PVC, with connector, sterile.	100	100-Jan/2024	N/A
4	13301104	Thoracic Drainage (Chest Drainage) Catheter, for post-operative pleural drainage, size 28Fr, straight, 45cm (approx.) length, with 6 eyes, open distal end, with radiopaque line throughout the length, with 2cm markings, made from surgical quality PVC, with connector, sterile.	2,000	600-Jan/2024 600-May/2024 800-Sep/2024	29,120.00
5	13301105	Thoracic Drainage (Chest Drainage) Catheter, for post-operative pleural drainage, size 32Fr, straight, 45cm (approx.) length, with 6 eyes, open distal end, with radiopaque line throughout the length, with 2cm markings, made from surgical quality PVC, with connector, sterile.	600	600-Jan/2024	N/A
6	13301301	Thoracic Drainage (Chest Drainage) Catheter, for post-operative pleural drainage, paediatric, size 08Fr, straight,45cm (approx.) length, with 6 eyes, open distal end, with radiopaque line throughout the length, with 2cm markings, made from surgical quality PVC, with connector, sterile.	5	5-Jan/2024	N/A

7	13302901	Diathermy Quiver, for holding sucker handles and diathermy probes etc.	100	100-Jan/2024	N/A
8	13303101	Pleural Drainage System (water sealed drainage system), adult,comprising 1800ml - 2000ml graduated PVC bottle with handle, tubing set with connector and inlet/outlet port with cap, sterile.	1,500	500-Jan/2024 500-May/2024 500-Sep/2024	39,670.00
9	13303102	Pleural Drainage System (water sealed drainage system), paediatric, comprising 400ml - 600ml graduated PVC bottle with handle, tubing set with connector and inlet/outlet port with cap, sterile.	70	70-Jan/2024	N/A
10	13304000	Diathermy Scotch Pad, with rear sticker, sterile.	300	150-Jan/2024 150-May/2024	N/A
11	13401101	Wire Reinforced Venous Return Catheter, straight, with open tapered tip, size 18Fr, sterile.	10	10-Jan/2024	N/A
12	13401102	Wire Reinforced Venous Return Catheter, straight, with open tapered tip, size 20Fr, sterile.	20	20-Jan/2024	N/A
13	13401103	Wire Reinforced Venous Return Catheter, straight, with open tapered tip, size 22Fr, sterile.	20	20-Jan/2024	N/A
14	13401104	Wire Reinforced Venous Return Catheter, straight, with open tapered tip, size 24Fr, sterile.	20	20-Jan/2024	N/A
15	13401105	Wire Reinforced Venous Return Catheter, straight, with open tapered tip, size 26Fr, sterile.	20	20-Jan/2024	N/A
16	13401106	Wire Reinforced Venous Return Catheter, straight, with open tapered tip, size 28Fr, sterile.	40	40-Jan/2024	N/A
17	13401107	Wire Reinforced Venous Return Catheter, straight, with open tapered tip, size 30Fr, sterile.	60	60-Jan/2024	22,460.00
18	13401108	Wire Reinforced Venous Return Catheter, straight, with open tapered tip, size 32Fr, sterile.	40	40-Jan/2024	N/A
19	13401109	Wire Reinforced Venous Return Catheter, straight, with open tapered tip, size 34Fr, sterile.	20	20-Jan/2024	N/A
20	13401200	Wire Reinforced two stage Venous Return Cannula with obturator, open l tapered tip, size 32Fr/40Fr, sterile.	400	200-Jan/2024 200-May/2024	150,940.00
21	13401504	Aortic Perfusion Cannula, angled, with cap, size 16Fr, sterile.	20	20-Jan/2024	N/A
22	13401505	Aortic Perfusion Cannula, angled, with cap, size 18Fr, sterile.	40	40-Jan/2024	N/A
23	13401605	Aortic Perfusion Cannula, angled, with shoulder and a cap, size 21Fr, sterile.	400	200-Jan/2024 200-May/2024	43,150.00

24	13401606	Aortic Perfusion Cannula, angled, with a suture ring with shoulder and a cap, size 24Fr, sterile.	50	50-Jan/2024	N/A
25	13402603	Aortic Root Cannula with vent, size 14G (7Fr), 14cm (approx.) length, sterile.	500	250-Jan/2024 250-May/2024	24,000.00

Packing: 1 Nos.

All tenderers should furnish an unconditional Bid Bond encashable on demand to the value mentioned in the item list. Bid Bond should be submitted with valid up to 18.03.2024 together with the tender

1. Page 9 Condition No. 19.b

Registrar of public contracts

This clause should be amended as awards over Sri Lanka rupees Five Million instead of (LKR) Ten Million.

1. Page 10 Condition No. 20. A

Representative samples in respect of items offered should be submitted to reach SPC on or before the closing time on the closing date of tender and acknowledgement receipt to be obtained from Administration Department of SPC.

Contract:
The successful supplier should agree to enter into a contract/Agreement is applicable normally for awards which are over LKR 500,000.00 instead of 10.0 Million.

Bidding Document Fee- As per the guideline 6.1.1 (a) of the Government Procurement Guidelines 2006.

A non refundable fee of Rs. 12,500/= + taxes should be paid in cash to SPC for each set of Tender Documents

Amendments of Bidding Document for Procurement of Surgical/Lab items

(1) **Clause 8**

(a) Bid Bonds to be submitted for each item (SR Number) when estimated value of each item exceeds LKR 01 Million.

(b) Value and validity applicable for the submission of Bid Bond for each item should be as indicated therein.

08.2 The Bid Bond should be valid for at least 30 days beyond the validity of the Bid.

(c) To be deleted.

(2) **Clause 12**

Amend as **REIMBURSEMENT**

12.1 Corporation reserves 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 labeling.

(3) **Clause 16.6**

Any request for a price increment due to LKR depreciating against foreign currency will not be accepted and such bid will be rejected at the preliminary stage of bid evaluation.

(4) **Clause 28.0**

Evaluation will be done as per Bid Form (Annex – II B) and Bid Evaluation Summary Sheet. (Annex – II C, to be submitted along with the Bid and a soft copy as per instruction given in www.spc.lk Web Site)

(5) 2nd column of Annex II B amend as "FULL DESCRIPTION OF ITEM OFFERED THE STANDARD & STORAGE CONDITION"

(6) Annex – 1 to be amend as follows.

SPECIMEN OF ANNEX – 1

ANNEX – 1

BID NO/ BID REFERENCE :
(TENDER NO)

DATE OF ISSUE :

CLOSING DATE & TIME :
(SRI LANKAN TIME)

ORDER LIST NO :

SR No	Item Description/ Specifications	Quantity	Delivery Schedule

Amount of Bid Bond : LKR …….. or USD …….. to be submitted along with the Bid Bond valid till …… (date)

Bid validity period : Bid should be valid till …….. (date)

Bid Document Fee : ……
(should be paid in cash to SPC for each set of Bid Documents)

MSD CONDITIONS OF SUPPLY

1.
2.

Abbreviations : SPC ; State Pharmaceuticals Corporation, MSD; Medical Supplies Division

Annex VI

SPECIMEN OF CONTRACT FORM (IB)

STATE PHARMACEUTICALS CORPORATION OF SRI LANKA

(Established under the State Industrial Corporation Act, No. 49 of *1957)*
"Mehewara Piyasa", 16th Floor, No. 41, Kirula Road, Colombo 05,Sri Lanka.
Telephone (00)94-1-2335008 Fax: (00)94-11-2582495
E-mail: dgmsurgical@spc.lk or mgrsurgical@spc.lk

DEMOCRATIC SOCIALISTREPUBLIC OF SRI LANKA
AGREEMENT

SPC Ref. No Date :
Bid Ref.

This **AGREEMENT** made and entered into between the State Pharmaceuticals Corporation of Sri Lanka, a Corporation established under the State Industrial Corporation Act. No. 49 of 1957 and having its Head Office at "Mehewara Piyasa", 16th Floor, No. 41, Kirula Road, Colombo 05, 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 **FIRST PART**

AND

M/s …………………………………………………………..
…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 **SECOND PART.**

AND

M/s …………………………………………………………..
…business under the time, style and firm of a company duly registered and carrying business (hereinafter called "the Local Agent" 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 **THIRD PART.**

Whereas the State Pharmaceuticals Corporation has accepted the bid of M/s ………………………………………………………………………… for the supply and delivery of……………………………… as per the attached indent for ……………… marked SPC ………………………. . Dated …………………………. and M/s ……………………………………………… will act as local agent of the supplier for all matters arising out of supplies here of.

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. The following documents: -

   (a) Conditions of Contract marked – Annex 1
   (b) Bid Documents marked – Annex 2
   (c) Copy of Indent marked – Annex 3

(hereinafter called ñthe Contract Documentsò) showing and describing the nature and scope of the agreement duly signed by three parties shall be deemed to form and be read and construed as part and partial 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, and the local agent will be responsible for all the matters regarding the supplies which do not confirm to required standard..

The supplier shall be paid for such supply and delivery of the goods according to the Indent marked and in the manner and at the times hereinafter specified.

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

In witness whereof the State Pharmaceuticals Corporation has caused its Common Seal to be affixed and é é é é é é é é é and é é é é é é é é é é . of State Pharmaceuticals Corporation have set their hands and Supplier and the Local Agent has placed its hand/caused its Common Seal to be affixed hereunto and to two other of the same tenor on this é é é é é .20é

The Common Seal of M/s (supplier)é é é é é é é é é é é é é é é é é é ... herein.

1. ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ..

President/Managing Director/C.E.O.

2. ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ..

Director

Witnesses

Signature	Name, Address and ID No./Passport No.
1. é é é é é é é é é é é .	é é é é é é é é é é é é é é é ..
2. é é é é é é é é é é é .	é é é é é é é é é é é é é é é é

The Common Seal of M/s. é é é é é é é é é é é é é é é (Local Agent) herein.

é é é é é é é é é é é é é é é .
President/Managing Director/C.E.O.

é é é é é é é é é é é é é é é .
Director

Witnesses

Signature	Name, Address and ID No./Passport No.
1. é é é é é é é é é é é .	é é é é é é é é é é é é é é é ..
2. é é é é é é é é é é é .	é é é é é é é é é é é é é é é é

CONDITIONS OF CONTRACT

3.FREE REPLACEMENT /REIMBURSEMENT

3.1 SPC reserves the right to call for Free Replacement/Reimbursement in the event of

- 3.1.1 Short packing
- 3.1.2 Loss/damage or deterioration of goods supplied (within shelf-life if applicable)
- 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/or quality standards to the satisfaction of Medical Supplies Division of Sri Lanka/ State Pharmaceuticals Corporation of Sri Lanka.

3.2 In the event of a quality problem, Batch samples would be tested by SPC its authorized personnel at the NMQAL or SPC Quality Assurance Laboratory or any other Quality Assurance Laboratory nominated by SPC or its fitness for use will be determined by and expert Committee appointed by the relevant authority.

3.3 **Withdrawal from use of Item due to quality failure.**

a) In case of batch withdrawal due to quality failure, the supplier/ manufacturer shall reimburse the value of entire batch quantity supplied.
b) In case of product withdrawal due to quality failure, the supplier/ manufacturer shall reimburse the value of entire product quantity supplied.
c) In the event of either a) or b) above the supplier/ manufacturer shall be surcharged additional 25% of the total value concerned as administrative cost.

Samples from the available batches will be retained by 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 and the Local Agent agreed to reimburse the SPC the landed cost and an additional 25% surcharge of the total quantity supplied.

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 7 working days of receipt of same in writing. Parties however shall endeavours 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 parties at the respective addresses at the beginning hereof written.

The common seal of State Pharmaceuticals Corporation of Sri Lanka was affixed)

heretoé)
é .)
é .)
é .)

Authorized signatory

Authorized signatory

<u>Witnesses</u>

Signature Name, Address and ID No

1……………….. **……………………………………………**

2………………… **……………………………………………**

AK/ns

ANNEX – 1

BID NO. : DHS/S/WW/72/24
DATE OF ISSUE : 11TH JULY 2023
CLOSING DATE & TIME : 22ND AUGUST 2023 AT 09.00 HOURS SRI LANKA TIME

Special Conditions for tendering :

1. Offers should be accompanied with the valid registration certificate issued by the National Medicine Regulatory Authority in Sri Lanka
2. Offered item should bear both our SR number and the Item number. However at the bid opening only the item numbers will be read out. Therefore price quoted should be shown against each item number.
3. If the shipment is being effected on FCL basis both FOB and Freight charges should be quoted separately against each item in addition to quoted C & F price.
4. The volume of the total quantity of each item should be given in cubic meters (m^3)
5. **Foreign offers should be on C & F (CPT/CFR) Colombo basis. FOB offers are not acceptable. If offers are received on Import & Supply basis from local suppliers, those offers should be in LKR. All local suppliers/manufacturers should quote in LKR for the total delivery price to MSD stores.**
6. **Fax/E-mail offers directly sent to State Pharmaceuticals Corporation are not acceptable. Tenderers are requested to draw their attention to the clause "Submission of Bids" of the bid document in this regard.**
7. 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.
8. The original payment receipt has to be annexed to the offer. Offers without same will be rejected.
9. We reserve the right to reject offers which do not comply above.
10. The offer should be valid up to 17.02.2024

CONDITIONS FOR SUPPLY OF SURGICAL ITEMS

(a) Part A-General Order Conditions (GOC) of Supply

1. The consignments supplied in respect of an order concerned, shall exactly match with the reference sample submitted and the product information (item descriptions, shelf life/warranty where applicable, manufacturer²s name, country of manufacture, country of origin, etc.) provided in the bid document by the supplier, which has been accepted by the procurement committee, and included in the Indent / Purchase Order (PO), issued by SPC.

2. All items shall be supplied, sourcing from the manufacturer and country of manufacturer, stated in the Purchase Order (PO)/Indent of SPC and wherever applicable shall have a valid product registration or waiver of registration from NMRA.

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

When the validity of the product/manufacturing licenses and registrations of NMRA (eg; manufacturing license, product registration and GMP certificates), of local manufacturers / local suppliers, lapses during the year or during the period of supply (delivery schedule), it shall be extended / renewed by the supplier.

A certified copies of afore mentioned valid certificates shall be submitted to MSD by the supplier when deliveries are made.

4. The number of batches per consignment shall be minimal. Batch quantity shall be an equal multiple of the quantity of the consignment and the proportionate size of the batch quantity shall be not less than 15% of the quantity in the consignment.

5. If MSD decides to accept a part or full consignment, with deviations from certain tender conditions (eg: with regard to labeling/packaging etc. due to an urgency, that shall be done subject to, either rectifying the defect within 05 working days by the supplier, or recovering the total cost [a] of rectifying the defect by MSD (via a duly contracted third party providing such services), from the supplier with a 25% surcharge on the labeling cost. (total charge = [a]+[a]x0.25) or 2% of the invoiced value, whichever is the highest.

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

6. The specifications of the product offered by the suppliers in the tender, shall match with the tender specifications for the item and **any form of alternate offers for the same, will not be entertained,** when there are product/s offered in compliance with the tender specification.

Shelf life & Warrantees

7. In respect of Non consumables; laboratory items and surgical items: Manufacturer or supplier or local agent shall provide a warranty for a period, not less than as specified in the specification of the item and /or it²s sub components/articles supplied (eg: Special Instrument sets), unless otherwise agreed upon prior to awarding the tender.

The supplier²s invoice shall indicate, the validity period of the warrantee from the date of receiving goods at MSD and a warrantee card with all details, including the local contact details of warrantee services provider, shall also be inserted in each individual pack.

Foreign suppliers of all such items shall have their own local agent in Sri Lanka, capable of providing technical support, repair and spares, when necessary (**This clause No. 07 is not applicable for all Pharmaceuticals and all Consumable Surgical & Laboratory items)**

8. Freshly manufactured stocks of the product shall be supplied; thereby the residual Shelf Life (shelf life remaining at the time of delivery of goods in Sri Lanka/MSD stores/Sri Lanka) of the product, shall be 85% of the product shelf life specified in Indent/PO or as certified in the product registration certificate or indicated in any other way by NMRA)

(a) When the shelf life is not specified in the indent/PO/item spec; the requested shelf life shall be considered as, 36 months for consumable surgical items. (Shelf life of not applicable for surgical non-consumables) and 24 months for Pharma/Laboratory items. The Difference of the residual and requested product shelf life shall not exceed $1/6^{th}$ (one sixth) of the original product shelf life.

(b) In the violation of the above tender condition, Director/MSD reserves the right to accept a reduced quantity, that is usable (as per the actual consumption rate) up to three months before the expiry of same and will subject to application of a penalty (as clause No. 37 and footnote 01)

Standards & Quality

9. Standards; In respect of all Pharmaceutical products supplied, shall comply Pharmacopoeia Standards that are indicated in the item specifications, other Pharmacopoeia Standards accepted in the product registration by the National Medicines Regulatory Authority.

10. As per the product registration dossier approved by NMRA, the product information leaflet (PIL) for the Pharmaceuticals items and the user manual/instruction pamphlet for surgical items. With information to users regarding the; storage conditions, maintenance, and other product compatibilities, shall be provided with the product, for acceptance of goods by MSD.

Any product deficient of or incompatible with, its sub-components/accessories, not at the specified quality standards or all its components not unitized appropriately in packaging (as a set) shall be rejected.

11. Withdrawal from use of items due to quality failure found as manufacturer²s fault:

(a). In case of batch withdrawal, **value of entire batch quantity supplied** shall be recovered from the supplier.

(b).In case of product withdrawal, **value of entire product quantity** supplied shall be recovered from the supplier.

(c). In the event of either a) or b) above, supplier shall be charged the total **cost involved for MSD, of the quality failed supplies** with 25% administrative surcharge of the same.

12. The storage conditions and the packing requirements of the product shall conform to the information given by the manufacturer and accepted by NMRA for the product registration or shall conform to the information submitted for waiver of registration granted by NMRA in exceptional circumstances.(refer clause No.24)

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

13. Immediately after delivery at MSD, the consignments shall be subjected to testing appropriately drawn, one random batch sample (Post-delivery sample) of the consignment at a government/semi-government/accredited laboratory (to be selectively applied for Surgical & Lab items, depending on availability of testing methodology and facilities)

If the sample is found to be substandard, random batch samples will be tested from all the batches/lots in the consignment, and entire expenses on such tests, like value of samples, transport, sampling and testing charges, etc, will be recovered from the supplier.

14. Consignments supplied to MSD violating the storage conditions indicated on product labels and/or product information leaflet (as accepted for product registration at NMRA), shall be considered as quality affected consignments and quality assurance of such consignments shall be carried out by post-delivery testing at government / semi government laboratory in Sri Lanka or at an accredited laboratory (foreign/local). All the expenses on such an event, including storage cost shall be borne by the supplier. If found to be quality affected the consignment will be treated as quality failed (as clause No.11).

Pack size, Labeling & Packaging

15. Offers for pack sizes at a lower level(smaller quantity per pack) than the pack size specified in the item description/specification and MSD order List, are also acceptable, but higher level (larger quantity per pack) pack sizes will not be entertained unless otherwise offered with the original bid and accepted by the procurement committee, with the concurrence of MSD.

16. In respect of bulk packs of all pharmaceuticals (not applicable for blister/strip packs), ³DHS´ mark shall be
(a). embossed or printed in case of tablets
(b). printed in case of capsules

Above condition can be waved off, if the purchase order quantity is less than 100,000 tablets/capsules, with deliveries in one/more lots **or** when an exemption is notified in the special order conditions of the relevant MSD order list (**This clause No. 16 is not applicable for all consumable and Non consumable Surgical and Laboratory Items)**

17. Each; innermost pack, vial/ampoule, pre-filled syringe or bottle, shall bear the item Description, SR No, Batch No/Lot no., Product Reference/Catalogue No.s of Surgical items), Date of Manufacture, Date of Expiry (of consumables only) and ³STATE LOGO´ of Government of Sri Lanka.

It is essential to include and exactly match the dates of Expiry (not applicable for Surgical Non-consumables) & date of Manufacture (in any form as ³Year & Month´ or ³No Exp.´), in the innermost pack and supplier²s invoice.

18. Description of the Item, SR No, Date of Manufacture, Date of Expiry, Batch No, Name and address of manufacturer and ³STATE LOGO´ of Sri Lanka Government shall be clearly marked on the outer covering of the individual/innermost pack containing the minimum unit of measure, including blister & strip cards and on the outer cover of the carton/box.
Any deviations of the Date of Manufacture (DOM)/ Date of Expiry(DOE)declared in the offer shall be approved by MSD and DOM & DOE shall consist of at least the year & month.

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

20. Batch Number of the product shall be separately Barcoded (in Code 128 or 2D formats) and Barcode shall be printed on the labels at all levels of packing as described below, conforming to the industry standards in Barcode printing and pasting.
Format shall be according to Code 128 or 2D standards.
Maximum barcode size shall be 5.0cm (length) x 2.5cm (width).

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

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

Storage Conditions & Temperature

22. If the storage temperature & conditions are not specified in the item specification, NMRA accepted product storage conditions, shall conform to Sri Lankan ambient storage conditions in the ranges of 30^0c +/- 2^0c temperature and 75% +/-5% relative humidity. The product storage conditions shall be clearly indicated at all levels of labels/packages/boxes.

23. Maintenance of Cold Chain;

a. In case of cold storage items, cold chain monitors (temperature recording devices) shall be included for each carton and the cold chain shall be maintained according to the manufacturer²s instructions during storage, transport and delivery.

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

c. If the cold chain break is observed at the time of taking over the consignments by MSD, such consignments shall be rejected, indicating the reason on the relevant **WDN or copy of the delivery documents.** In such an event, the SPC shall arrange necessary cold storage for the consignment until ±observed cold chain break² is investigated leading to acceptance / total rejection of consignment and the expenses born by MSD / SPC in arranging the cold storage shall be recovered from the supplier.

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

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

24. In respect of the products requiring controlled temperature storage (Eg. < 25^0c, 2-25^0c, 15-20^0c/30^0c, 2-8^0c etc.), supplier shall provide MSD with latest product stability study reports with the invoice of the consignment.(report shall include studies; at 30^0c +/- 2^0c & 75% +/- 5% RH for **AC stored** items and at 25^0c +/- 2^0c & 60% +/- 5% RH for **Cold stored** items. It shall be a true copy of the latest report submitted to NMRA or a report issued within last 05 years). (refer clause No.12)

Delivery Requirements

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

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

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

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

(a). A penalty of 0.5% per day of the consignment value, calculated commencing from the 15th day up to 60th day delay from the due delivery date, as per the indent/PO or its² latest amended delivery schedules.

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

28. (i). If any local purchases were to be made by MSD/SPC to ensure continuity of supply (due to noncompliance of Indent/PO/its² amended; delivery schedule); in the ensuing period inclusive of the grace period for delivery from due delivery date, extra expenditure incurred on such local purchases, over the landed cost of relevant SPC main order, shall be recovered from the supplier.

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

29. In respect of local manufacturers/ local suppliers, all deliveries shall be made only on week days excluding public holidays, also allowing adequate time to enable the completion of the receiving process at MSD stores before 3.30 p.m.

In the event of failure to meet this deadline due to supplier²s fault (eg. In delivery; time, product, document, etc.) goods shall be accepted on the following working day, such date shall be counted for working out penalties as per No. 27 (regarding defaulted consignment) of the conditions of supply.
As an alternative, supplier can request MSD to take over the consignment on the same day, subject to settling all other expenses (i.e. staff OT, forklift charge, etc.) of MSD, by the supplier.

30. The extension of L/C²s overstepping delivery schedules in the Indent/PO/its² amendments, shall not in any way affect the recovery of late delivery charges, as per Condition No. 27 (regarding defaulted consignments) and any other direct or indirect additional costs/liquidated damages, relating/consequent to extension of L/C.

31. When adequate storage space is not available at MSD, to accept a delivery defaulted consignment (deviating from the delivery schedule in the Indent/PO/its² amendments) under the condition No. 27, any additional expenses caused to MSD or SPC in arranging temporary external storage and other expenses (eg. demurrage, detention, container storage, re-handling cum transport, etc.) shall be borne by the supplier.

Documents & Information

32. MSD Order No, Item Description, SR No, Batch No., Date of Manufacture, Date of Expiry and product Storage Condition, shall be indicated in all Supply Invoices and detailed Packing Lists.

33. One of the tender samples of the selected bid shall be forwarded to MSD, for using as a reference sample (can make it; a part of the last consignment or a returnable to supplier) for checking the conformity of the consignments received under the indent/PO. (applicable for all surgical items and laboratory regular items except when specified in respective order lists).

The product artwork or dimensional detail diagrams, product Catalogues and Catalog No²s, as necessary for the surgical items (**not relevant to pharmaceutical & Laboratory items)** shall be provided with the bid document, for reference in the; tender evaluation by SPC, ascertaining (before awarding) user acceptance of deviations from the spec by MSD and inspecting the consignments delivered to MSD.

The artwork of the; specimen labels, minimum pack and outer most box/shipper carton, that satisfies the above mentioned labeling conditions shall be provided before signing the contract with the performance bond.

34 The supplier shall submit all shipping documents to (Including Bills of Lading / Draft Air Way Bills etc.) SPC Imports department and MSD by e-mail (**follow instructions in website www.msd.gov.lk**), at least 03 days before the Expected Time of Arrival (ETA) of sea freighted consignments & 02 days before the ETA of Air freighted consignments.

35. After releasing the Indent/PO or establishing L/C, the latest logistical position of manufacturing & supply on the Indent/PO, shall be updated biweekly through e-mails to SPC with a copy to MSD by the supplier.(follow instructions in the website www.msd.gov.lk)
If it is not complied or the information so provided are found to be incomplete/false, the grace period (for supply delays) mentioned in the condition No. 27 will not be applicable.

Common conditions

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

37. Administrative surcharge of 25%(on the value of goods), will be applied for tender condition violations that cause deficiencies in supply with respect to; quality, standards & specifications, short packing & short supply or delayed delivery as per the cabinet decision. **(eg. As in conditions No. 08,05,10,13)**

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

(b) Part B-Special Order Conditions (SOC) of Supply

Note: SOCs are used, when it is really necessary to enable, item/order list specific deviations from the GOC clauses that are applicable to all or selected items in the order list concerned and in which case the relevant order list No. and SR No. s, shall be indicated separately against each clause of SOC, with the counter signature of Director (MSD) to make it effective.

Sufficient quantity of samples should be forwarded for evaluation.

Special Conditions

- Suppliers should submit all shipping documents including the Bill of lading or Air Way Bill to SPC at least 2-3 days prior to arrival of the consignments to prevent any delay in clearance.
- In the event of an award made to you on this tender, SPC reserve the right to cancel/suspend the procuring of said order in any stage, if you would be placed the defaulted supplier's list due to quality failure found in your previous supplies made to SPC or non compliance of contractual agreement.
- This bid is administered by the provisions of the "Public Contract Act No. 3 of 1987" and therefore, in the event bidder is to retain an agent, representative, nominee for and on behalf of Bid or shall register himself and such public contact act in accordance with the section 10 of the Public Contract Act and produce such valid original certificate of registration with the bid.
- 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.
- Destination Terminal Handling charges (THC) should be borne by the supplier at the Port of Loading. Hence when the C&F prices are quoted this should be inclusive of THC.
- The bid submitted should be duly signed and endorsed by the Bidder/ Tenderer him self (with the name and designation of the signatory) or by the representative. Representatives submit offers on behalf of their principals should submit a letter of authorization and power of attorney (if signing on behalf of the principals) and also should submit documentary proof on their registration as per the Act. No. 03 of 1987 with the Department of the Registrar of Companies – Sri Lanka.
- In the event of delivery of consignments deviating from given delivery schedule by MSD due to default of supplier and same is rejected due lack of storage space available at MSD warehouses, any resulting demurrage charges incurred shall be borne by the suppliers concerned.
- **All Shipment should be made exclusively on vessels belonging to the Ceylon Shipping Corporation or those chartered by CSC. Shipments on other vessels will be permitted in instances where vessels of the Ceylon Shipping Corporation do not call at the Port of Shipment or if they are not available for timely shipment of cargo. In which event the supplier should attach a waiver certificate issued by Ceylon Shipping Corporation on their Authorized Agent in the supplier's country.**

BID NO: DHS/S/WW/72/24 CLOSING ON : 22.08.2023 at 9.00 a.m.

ORDER LIST NUMBER: 2024/SPC/N/R/S/00055

ITEM NO	SR NO	ITEM	QTY Roll	DELIVERY	Bid Bond value (LKR)
5	14500407	Elasticated Crape Bandage, width of 4 inch(For Orthopedic purposes) Packing: 1 Roll	7,000	7,000-Jan/2024	N/A
6	14500408	Elasticated Crape Bandage, width of 6 inch(For Orthopedic purposes) Packing: 1 Roll x 10 Bag	7,000	7,000-Jan/2024	21,000.00

All tenderers should furnish an unconditional Bid Bond encashable on demand to the value mentioned in the item list. Bid Bond should be submitted with valid up to 18.03.2024 together with the tender

1. Page 9 Condition No. 19.b

Registrar of public contracts

This clause should be amended as awards over Sri Lanka rupees Five Million instead of (LKR) Ten Million.

1. Page 10 Condition No. 20. A

Representative samples in respect of items offered should be submitted to reach SPC on or before the closing time on the closing date of tender and acknowledgement receipt to be obtained from Administration Department of SPC.

Contract:
The successful supplier should agree to enter into a contract/Agreement is applicable normally for awards which are over LKR 500,000.00 instead of 10.0 Million.

Bidding Document Fee- As per the guideline 6.1.1 (a) of the Government Procurement Guidelines 2006.

A non refundable fee of Rs. 3,000/= + taxes should be paid in cash to SPC for each set of Tender Documents

Amendments of Bidding Document for Procurement of Surgical/Lab items

(1) **Clause 8**

(a) Bid Bonds to be submitted for each item (SR Number) when estimated value of each item exceeds LKR 01 Million.

(b) Value and validity applicable for the submission of Bid Bond for each item should be as indicated therein.

08.2 The Bid Bond should be valid for at least 30 days beyond the validity of the Bid.

(c) To be deleted.

(2) **Clause 12**

Amend as **REIMBURSEMENT**

12.1 Corporation reserves 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 labeling.

(3) **Clause 16.6**

Any request for a price increment due to LKR depreciating against foreign currency will not be accepted and such bid will be rejected at the preliminary stage of bid evaluation.

(4) **Clause 28.0**

Evaluation will be done as per Bid Form (Annex – II B) and Bid Evaluation Summary Sheet. (Annex – II C, to be submitted along with the Bid and a soft copy as per instruction given in www.spc.lk Web Site)

(5) 2nd column of Annex II B amend as "FULL DESCRIPTION OF ITEM OFFERED THE STANDARD & STORAGE CONDITION"

(6) Annex – 1 to be amend as follows.

SPECIMEN OF ANNEX – 1

ANNEX – 1

BID NO/ BID REFERENCE :
(TENDER NO)

DATE OF ISSUE :

CLOSING DATE & TIME :
(SRI LANKAN TIME)

ORDER LIST NO :

SR No	Item Description/ Specifications	Quantity	Delivery Schedule

Amount of Bid Bond : LKR …….. or USD …….. to be submitted along with the Bid Bond valid till …… (date)

Bid validity period : Bid should be valid till …….. (date)

Bid Document Fee : ……
(should be paid in cash to SPC for each set of Bid Documents)

MSD CONDITIONS OF SUPPLY

1.
2.

Abbreviations : SPC ; State Pharmaceuticals Corporation, MSD; Medical Supplies Division

Annex VI

SPECIMEN OF CONTRACT FORM (IB)

STATE PHARMACEUTICALS CORPORATION OF SRI LANKA

(Established under the State Industrial Corporation Act, No. 49 of *1957)*
"Mehewara Piyasa", 16th Floor, No. 41, Kirula Road, Colombo 05,Sri Lanka.
Telephone (00)94-1-2335008 Fax: (00)94-11-2582495
E-mail: dgmsurgical@spc.lk or mgrsurgical@spc.lk

DEMOCRATIC SOCIALISTREPUBLIC OF SRI LANKA
AGREEMENT

SPC Ref. No Date :
Bid Ref.

This **AGREEMENT** made and entered into between the State Pharmaceuticals Corporation of Sri Lanka, a Corporation established under the State Industrial Corporation Act. No. 49 of 1957 and having its Head Office at "Mehewara Piyasa", 16th Floor, No. 41, Kirula Road, Colombo 05, 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 **FIRST PART**

AND

M/s ……………………………………………………………..
…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 **SECOND PART.**

AND

M/s ……………………………………………………………..
…business under the time, style and firm of a company duly registered and carrying business (hereinafter called "the Local Agent" 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 **THIRD PART.**

Whereas the State Pharmaceuticals Corporation has accepted the bid of M/s ……
…………………………………………………………… for the supply and delivery of………………………… as per the attached indent for …… marked SPC ……………… . Dated ……………… and M/s …………………………… will act as local agent of the supplier for all matters arising out of supplies here of.

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. The following documents: -
   (a) Conditions of Contract marked – Annex 1
   (b) Bid Documents marked – Annex 2
   (c) Copy of Indent marked – Annex 3

(hereinafter called ñthe Contract Documentsò) showing and describing the nature and scope of the agreement duly signed by three parties shall be deemed to form and be read and construed as part and partial 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, and the local agent will be responsible for all the matters regarding the supplies which do not confirm to required standard..

The supplier shall be paid for such supply and delivery of the goods according to the Indent marked and in the manner and at the times hereinafter specified.

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

In witness whereof the State Pharmaceuticals Corporation has caused its Common Seal to be affixed and é é é é é é é é é and é é é é é é é é é é . of State Pharmaceuticals Corporation have set their hands and Supplier and the Local Agent has placed its hand/caused its Common Seal to be affixed hereunto and to two other of the same tenor on this é é é é é .20é

The Common Seal of M/s (supplier)é é é é é é é é é é é é é é é é é é ... herein.

1. ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ..

President/Managing Director/C.E.O.

2. ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ..

Director

Witnesses

Signature	Name, Address and ID No./Passport No.
1. é é é é é é é é é é é .	é é é é é é é é é é é é é é é ..
2. é é é é é é é é é é é .	é é é é é é é é é é é é é é é é

The Common Seal of M/s. é é é é é é é é é é é é é é é (Local Agent) herein.

é é é é é é é é é é é é é é é .
President/Managing Director/C.E.O.

é é é é é é é é é é é é é é é .
Director

Witnesses

Signature	Name, Address and ID No./Passport No.
1. é é é é é é é é é é é .	é é é é é é é é é é é é é é é ..
2. é é é é é é é é é é é .	é é é é é é é é é é é é é é é é

CONDITIONS OF CONTRACT

3.FREE REPLACEMENT /REIMBURSEMENT

3.1 SPC reserves the right to call for Free Replacement/Reimbursement in the event of

- 3.1.1 Short packing
- 3.1.2 Loss/damage or deterioration of goods supplied (within shelf-life if applicable)
- 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/or quality standards to the satisfaction of Medical Supplies Division of Sri Lanka/ State Pharmaceuticals Corporation of Sri Lanka.

3.2 In the event of a quality problem, Batch samples would be tested by SPC its authorized personnel at the NMQAL or SPC Quality Assurance Laboratory or any other Quality Assurance Laboratory nominated by SPC or its fitness for use will be determined by and expert Committee appointed by the relevant authority.

3.3 **Withdrawal from use of Item due to quality failure.**

a) In case of batch withdrawal due to quality failure, the supplier/ manufacturer shall reimburse the value of entire batch quantity supplied.
b) In case of product withdrawal due to quality failure, the supplier/ manufacturer shall reimburse the value of entire product quantity supplied.
c) In the event of either a) or b) above the supplier/ manufacturer shall be surcharged additional 25% of the total value concerned as administrative cost.

Samples from the available batches will be retained by 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 and the Local Agent agreed to reimburse the SPC the landed cost and an additional 25% surcharge of the total quantity supplied.

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 7 working days of receipt of same in writing. Parties however shall endeavours 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 parties at the respective addresses at the beginning hereof written.

The common seal of State Pharmaceuticals Corporation of Sri Lanka was affixed)

hereto))
))
))
))

Authorized signatory

Authorized signatory

Witnesses

Signature	Name, Address and ID No
1……..	**……**
2……	**……**

AK/ns

ANNEX – 1

BID NO. : DHS/S/WW/73/24
DATE OF ISSUE : 11TH JULY 2023
CLOSING DATE & TIME : 22ND AUGUST 2023 AT 09.00 HOURS SRI LANKA TIME

Special Conditions for tendering :

1. Offers should be accompanied with the valid registration certificate issued by the National Medicine Regulatory Authority in Sri Lanka
2. Offered item should bear both our SR number and the Item number. However at the bid opening only the item numbers will be read out. Therefore price quoted should be shown against each item number.
3. If the shipment is being effected on FCL basis both FOB and Freight charges should be quoted separately against each item in addition to quoted C & F price.
4. The volume of the total quantity of each item should be given in cubic meters (m^3)
5. **Foreign offers should be on C & F (CPT/CFR) Colombo basis. FOB offers are not acceptable. If offers are received on Import & Supply basis from local suppliers, those offers should be in LKR. All local suppliers/manufacturers should quote in LKR for the total delivery price to MSD stores.**
6. **Fax/E-mail offers directly sent to State Pharmaceuticals Corporation are not acceptable. Tenderers are requested to draw their attention to the clause "Submission of Bids" of the bid document in this regard.**
7. 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.
8. The original payment receipt has to be annexed to the offer. Offers without same will be rejected.
9. We reserve the right to reject offers which do not comply above.
10. The offer should be valid up to 17.02.2024

CONDITIONS FOR SUPPLY OF SURGICAL ITEMS

(a) Part A-General Order Conditions (GOC) of Supply

1. The consignments supplied in respect of an order concerned, shall exactly match with the reference sample submitted and the product information (item descriptions, shelf life/warranty where applicable, manufacturer²s name, country of manufacture, country of origin, etc.) provided in the bid document by the supplier, which has been accepted by the procurement committee, and included in the Indent / Purchase Order (PO), issued by SPC.

2. All items shall be supplied, sourcing from the manufacturer and country of manufacturer, stated in the Purchase Order (PO)/Indent of SPC and wherever applicable shall have a valid product registration or waiver of registration from NMRA.

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

When the validity of the product/manufacturing licenses and registrations of NMRA (eg; manufacturing license, product registration and GMP certificates), of local manufacturers / local suppliers, lapses during the year or during the period of supply (delivery schedule), it shall be extended / renewed by the supplier.

A certified copies of afore mentioned valid certificates shall be submitted to MSD by the supplier when deliveries are made.

4. The number of batches per consignment shall be minimal. Batch quantity shall be an equal multiple of the quantity of the consignment and the proportionate size of the batch quantity shall be not less than 15% of the quantity in the consignment.

5. If MSD decides to accept a part or full consignment, with deviations from certain tender conditions (eg: with regard to labeling/packaging etc. due to an urgency, that shall be done subject to, either rectifying the defect within 05 working days by the supplier, or recovering the total cost [a] of rectifying the defect by MSD (via a duly contracted third party providing such services), from the supplier with a 25% surcharge on the labeling cost. (total charge = [a]+[a]x0.25) or 2% of the invoiced value, whichever is the highest.

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

6. The specifications of the product offered by the suppliers in the tender, shall match with the tender specifications for the item and **any form of alternate offers for the same, will not be entertained,** when there are product/s offered in compliance with the tender specification.

Shelf life & Warrantees

7. In respect of Non consumables; laboratory items and surgical items: Manufacturer or supplier or local agent shall provide a warranty for a period, not less than as specified in the specification of the item and /or it²s sub components/articles supplied (eg: Special Instrument sets), unless otherwise agreed upon prior to awarding the tender.

The supplier²s invoice shall indicate, the validity period of the warrantee from the date of receiving goods at MSD and a warrantee card with all details, including the local contact details of warrantee services provider, shall also be inserted in each individual pack.

Foreign suppliers of all such items shall have their own local agent in Sri Lanka, capable of providing technical support, repair and spares, when necessary (**This clause No. 07 is not applicable for all Pharmaceuticals and all Consumable Surgical & Laboratory items)**

8. Freshly manufactured stocks of the product shall be supplied; thereby the residual Shelf Life (shelf life remaining at the time of delivery of goods in Sri Lanka/MSD stores/Sri Lanka) of the product, shall be 85% of the product shelf life specified in Indent/PO or as certified in the product registration certificate or indicated in any other way by NMRA)

(a) When the shelf life is not specified in the indent/PO/item spec; the requested shelf life shall be considered as, 36 months for consumable surgical items. (Shelf life of not applicable for surgical non-consumables) and 24 months for Pharma/Laboratory items. The Difference of the residual and requested product shelf life shall not exceed $1/6^{th}$ (one sixth) of the original product shelf life.

(b) In the violation of the above tender condition, Director/MSD reserves the right to accept a reduced quantity, that is usable (as per the actual consumption rate) up to three months before the expiry of same and will subject to application of a penalty (as clause No. 37 and footnote 01)

Standards & Quality

9. Standards; In respect of all Pharmaceutical products supplied, shall comply Pharmacopoeia Standards that are indicated in the item specifications, other Pharmacopoeia Standards accepted in the product registration by the National Medicines Regulatory Authority.

10. As per the product registration dossier approved by NMRA, the product information leaflet (PIL) for the Pharmaceuticals items and the user manual/instruction pamphlet for surgical items. With information to users regarding the; storage conditions, maintenance, and other product compatibilities, shall be provided with the product, for acceptance of goods by MSD.

Any product deficient of or incompatible with, its sub-components/accessories, not at the specified quality standards or all its components not unitized appropriately in packaging (as a set) shall be rejected.

11. Withdrawal from use of items due to quality failure found as manufacturer²s fault:

(a). In case of batch withdrawal, **value of entire batch quantity supplied** shall be recovered from the supplier.

(b).In case of product withdrawal, **value of entire product quantity** supplied shall be recovered from the supplier.

(c). In the event of either a) or b) above, supplier shall be charged the total **cost involved for MSD, of the quality failed supplies** with 25% administrative surcharge of the same.

12. The storage conditions and the packing requirements of the product shall conform to the information given by the manufacturer and accepted by NMRA for the product registration or shall conform to the information submitted for waiver of registration granted by NMRA in exceptional circumstances.(refer clause No.24)

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

13. Immediately after delivery at MSD, the consignments shall be subjected to testing appropriately drawn, one random batch sample (Post-delivery sample) of the consignment at a government/semi-government/accredited laboratory (to be selectively applied for Surgical & Lab items, depending on availability of testing methodology and facilities)

If the sample is found to be substandard, random batch samples will be tested from all the batches/lots in the consignment, and entire expenses on such tests, like value of samples, transport, sampling and testing charges, etc, will be recovered from the supplier.

14. Consignments supplied to MSD violating the storage conditions indicated on product labels and/or product information leaflet (as accepted for product registration at NMRA), shall be considered as quality affected consignments and quality assurance of such consignments shall be carried out by post-delivery testing at government / semi government laboratory in Sri Lanka or at an accredited laboratory (foreign/local). All the expenses on such an event, including storage cost shall be borne by the supplier. If found to be quality affected the consignment will be treated as quality failed (as clause No.11).

Pack size, Labeling & Packaging

15. Offers for pack sizes at a lower level(smaller quantity per pack) than the pack size specified in the item description/specification and MSD order List, are also acceptable, but higher level (larger quantity per pack) pack sizes will not be entertained unless otherwise offered with the original bid and accepted by the procurement committee, with the concurrence of MSD.

16. In respect of bulk packs of all pharmaceuticals (not applicable for blister/strip packs), ³DHS´ mark shall be
(a). embossed or printed in case of tablets
(b). printed in case of capsules

Above condition can be waved off, if the purchase order quantity is less than 100,000 tablets/capsules, with deliveries in one/more lots **or** when an exemption is notified in the special order conditions of the relevant MSD order list (**This clause No. 16 is not applicable for all consumable and Non consumable Surgical and Laboratory Items)**

17. Each; innermost pack, vial/ampoule, pre-filled syringe or bottle, shall bear the item Description, SR No, Batch No/Lot no., Product Reference/Catalogue No.s of Surgical items), Date of Manufacture, Date of Expiry (of consumables only) and ³STATE LOGO´ of Government of Sri Lanka.

It is essential to include and exactly match the dates of Expiry (not applicable for Surgical Non-consumables) & date of Manufacture (in any form as ³Year & Month´ or ³No Exp.´), in the innermost pack and supplier²s invoice.

18. Description of the Item, SR No, Date of Manufacture, Date of Expiry, Batch No, Name and address of manufacturer and ³STATE LOGO´ of Sri Lanka Government shall be clearly marked on the outer covering of the individual/innermost pack containing the minimum unit of measure, including blister & strip cards and on the outer cover of the carton/box.
Any deviations of the Date of Manufacture (DOM)/ Date of Expiry(DOE)declared in the offer shall be approved by MSD and DOM & DOE shall consist of at least the year & month.

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

20. Batch Number of the product shall be separately Barcoded (in Code 128 or 2D formats) and Barcode shall be printed on the labels at all levels of packing as described below, conforming to the industry standards in Barcode printing and pasting.
Format shall be according to Code 128 or 2D standards.
Maximum barcode size shall be 5.0cm (length) x 2.5cm (width).

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

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

Storage Conditions & Temperature

22. If the storage temperature & conditions are not specified in the item specification, NMRA accepted product storage conditions, shall conform to Sri Lankan ambient storage conditions in the ranges of 30^0c +/- 2^0c temperature and 75% +/-5% relative humidity. The product storage conditions shall be clearly indicated at all levels of labels/packages/boxes.

23. Maintenance of Cold Chain;

a. In case of cold storage items, cold chain monitors (temperature recording devices) shall be included for each carton and the cold chain shall be maintained according to the manufacturer²s instructions during storage, transport and delivery.

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

c. If the cold chain break is observed at the time of taking over the consignments by MSD, such consignments shall be rejected, indicating the reason on the relevant **WDN or copy of the delivery documents.** In such an event, the SPC shall arrange necessary cold storage for the consignment until ±observed cold chain break² is investigated leading to acceptance / total rejection of consignment and the expenses born by MSD / SPC in arranging the cold storage shall be recovered from the supplier.

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

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

24. In respect of the products requiring controlled temperature storage (Eg. < 25^0c, 2-25^0c, 15-20^0c/30^0c, 2-8^0c etc.), supplier shall provide MSD with latest product stability study reports with the invoice of the consignment.(report shall include studies; at 30^0c +/- 2^0c & 75% +/- 5% RH for **AC stored** items and at 25^0c +/- 2^0c & 60% +/- 5% RH for **Cold stored** items. It shall be a true copy of the latest report submitted to NMRA or a report issued within last 05 years). (refer clause No.12)

Delivery Requirements

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

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

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

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

(a). A penalty of 0.5% per day of the consignment value, calculated commencing from the 15th day up to 60th day delay from the due delivery date, as per the indent/PO or its² latest amended delivery schedules.

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

28. (i). If any local purchases were to be made by MSD/SPC to ensure continuity of supply (due to noncompliance of Indent/PO/its² amended; delivery schedule); in the ensuing period inclusive of the grace period for delivery from due delivery date, extra expenditure incurred on such local purchases, over the landed cost of relevant SPC main order, shall be recovered from the supplier.

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

29. In respect of local manufacturers/ local suppliers, all deliveries shall be made only on week days excluding public holidays, also allowing adequate time to enable the completion of the receiving process at MSD stores before 3.30 p.m.

In the event of failure to meet this deadline due to supplier²s fault (eg. In delivery; time, product, document, etc.) goods shall be accepted on the following working day, such date shall be counted for working out penalties as per No. 27 (regarding defaulted consignment) of the conditions of supply.
As an alternative, supplier can request MSD to take over the consignment on the same day, subject to settling all other expenses (i.e. staff OT, forklift charge, etc.) of MSD, by the supplier.

30. The extension of L/C²s overstepping delivery schedules in the Indent/PO/its² amendments, shall not in any way affect the recovery of late delivery charges, as per Condition No. 27 (regarding defaulted consignments) and any other direct or indirect additional costs/liquidated damages, relating/consequent to extension of L/C.

31. When adequate storage space is not available at MSD, to accept a delivery defaulted consignment (deviating from the delivery schedule in the Indent/PO/its² amendments) under the condition No. 27, any additional expenses caused to MSD or SPC in arranging temporary external storage and other expenses (eg. demurrage, detention, container storage, re-handling cum transport, etc.) shall be borne by the supplier.

Documents & Information

32. MSD Order No, Item Description, SR No, Batch No., Date of Manufacture, Date of Expiry and product Storage Condition, shall be indicated in all Supply Invoices and detailed Packing Lists.

33. One of the tender samples of the selected bid shall be forwarded to MSD, for using as a reference sample (can make it; a part of the last consignment or a returnable to supplier) for checking the conformity of the consignments received under the indent/PO. (applicable for all surgical items and laboratory regular items except when specified in respective order lists).

The product artwork or dimensional detail diagrams, product Catalogues and Catalog No²s, as necessary for the surgical items (**not relevant to pharmaceutical & Laboratory items)** shall be provided with the bid document, for reference in the; tender evaluation by SPC, ascertaining (before awarding) user acceptance of deviations from the spec by MSD and inspecting the consignments delivered to MSD.

The artwork of the; specimen labels, minimum pack and outer most box/shipper carton, that satisfies the above mentioned labeling conditions shall be provided before signing the contract with the performance bond.

34 The supplier shall submit all shipping documents to (Including Bills of Lading / Draft Air Way Bills etc.) SPC Imports department and MSD by e-mail (**follow instructions in website www.msd.gov.lk**), at least 03 days before the Expected Time of Arrival (ETA) of sea freighted consignments & 02 days before the ETA of Air freighted consignments.

35. After releasing the Indent/PO or establishing L/C, the latest logistical position of manufacturing & supply on the Indent/PO, shall be updated biweekly through e-mails to SPC with a copy to MSD by the supplier.(follow instructions in the website www.msd.gov.lk)
If it is not complied or the information so provided are found to be incomplete/false, the grace period (for supply delays) mentioned in the condition No. 27 will not be applicable.

Common conditions

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

37. Administrative surcharge of 25%(on the value of goods), will be applied for tender condition violations that cause deficiencies in supply with respect to; quality, standards & specifications, short packing & short supply or delayed delivery as per the cabinet decision. **(eg. As in conditions No. 08,05,10,13)**

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

(b) Part B-Special Order Conditions (SOC) of Supply

Note: SOCs are used, when it is really necessary to enable, item/order list specific deviations from the GOC clauses that are applicable to all or selected items in the order list concerned and in which case the relevant order list No. and SR No. s, shall be indicated separately against each clause of SOC, with the counter signature of Director (MSD) to make it effective.

Sufficient quantity of samples should be forwarded for evaluation.

Special Conditions

- Suppliers should submit all shipping documents including the Bill of lading or Air Way Bill to SPC at least 2-3 days prior to arrival of the consignments to prevent any delay in clearance.
- In the event of an award made to you on this tender, SPC reserve the right to cancel/suspend the procuring of said order in any stage, if you would be placed the defaulted supplier's list due to quality failure found in your previous supplies made to SPC or non compliance of contractual agreement.
- This bid is administered by the provisions of the "Public Contract Act No. 3 of 1987" and therefore, in the event bidder is to retain an agent, representative, nominee for and on behalf of Bid or shall register himself and such public contact act in accordance with the section 10 of the Public Contract Act and produce such valid original certificate of registration with the bid.
- 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.
- Destination Terminal Handling charges (THC) should be borne by the supplier at the Port of Loading. Hence when the C&F prices are quoted this should be inclusive of THC.
- The bid submitted should be duly signed and endorsed by the Bidder/ Tenderer him self (with the name and designation of the signatory) or by the representative. Representatives submit offers on behalf of their principals should submit a letter of authorization and power of attorney (if signing on behalf of the principals) and also should submit documentary proof on their registration as per the Act. No. 03 of 1987 with the Department of the Registrar of Companies – Sri Lanka.
- In the event of delivery of consignments deviating from given delivery schedule by MSD due to default of supplier and same is rejected due lack of storage space available at MSD warehouses, any resulting demurrage charges incurred shall be borne by the suppliers concerned.
- **All Shipment should be made exclusively on vessels belonging to the Ceylon Shipping Corporation or those chartered by CSC. Shipments on other vessels will be permitted in instances where vessels of the Ceylon Shipping Corporation do not call at the Port of Shipment or if they are not available for timely shipment of cargo. In which event the supplier should attach a waiver certificate issued by Ceylon Shipping Corporation on their Authorized Agent in the supplier's country.**

BID NO: DHS/S/WW/73/24 CLOSING ON : 22.08.2023 at 9.00 a.m.

ORDER LIST NUMBER: 2024/SPC/N/R/S/00123

ITEM NO	SR NO	ITEM	QTY Nos.	DELIVERY	Bid Bond value (LKR)
2	13529100	Intra Venous Cannula without side port, Surflo type or similar, size 18G cannula, 63mmm (approx.) length, sterile.	500	150-Jan/2024 150-Apr/2024 200-Jul/2024	N/A
3	13650002	Debibrillation gel pads.	500	150-Jan/2024 175-Apr/2024 175-Aug/2024	N/A

Packing: 1 Nos.

1. Page 9 Condition No. 19.b

Registrar of public contracts

This clause should be amended as awards over Sri Lanka rupees Five Million instead of (LKR) Ten Million.

1. Page 10 Condition No. 20. A

Representative samples in respect of items offered should be submitted to reach SPC on or before the closing time on the closing date of tender and acknowledgement receipt to be obtained from Administration Department of SPC.

Contract:
The successful supplier should agree to enter into a contract/Agreement is applicable normally for awards which are over LKR 500,000.00 instead of 10.0 Million.

Bidding Document Fee- As per the guideline 6.1.1 (a) of the Government Procurement Guidelines 2006.

A non refundable fee of Rs. 3,000/= + taxes should be paid in cash to SPC for each set of Tender Documents

Amendments of Bidding Document for Procurement of Surgical/Lab items

(1) **Clause 8**

(a) Bid Bonds to be submitted for each item (SR Number) when estimated value of each item exceeds LKR 01 Million.

(b) Value and validity applicable for the submission of Bid Bond for each item should be as indicated therein.

08.2 The Bid Bond should be valid for at least 30 days beyond the validity of the Bid.

(c) To be deleted.

(2) **Clause 12**

Amend as **REIMBURSEMENT**

12.1 Corporation reserves 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 labeling.

(3) **Clause 16.6**

Any request for a price increment due to LKR depreciating against foreign currency will not be accepted and such bid will be rejected at the preliminary stage of bid evaluation.

(4) **Clause 28.0**

Evaluation will be done as per Bid Form (Annex – II B) and Bid Evaluation Summary Sheet. (Annex – II C, to be submitted along with the Bid and a soft copy as per instruction given in www.spc.lk Web Site)

(5) 2nd column of Annex II B amend as "FULL DESCRIPTION OF ITEM OFFERED THE STANDARD & STORAGE CONDITION"

(6) Annex – 1 to be amend as follows.

SPECIMEN OF ANNEX – 1

ANNEX – 1

BID NO/ BID REFERENCE :
(TENDER NO)

DATE OF ISSUE :

CLOSING DATE & TIME :
(SRI LANKAN TIME)

ORDER LIST NO :

SR No	Item Description/ Specifications	Quantity	Delivery Schedule

Amount of Bid Bond : LKR …….. or USD …….. to be submitted along with the Bid Bond valid till …… (date)

Bid validity period : Bid should be valid till …….. (date)

Bid Document Fee : ……
(should be paid in cash to SPC for each set of Bid Documents)

MSD CONDITIONS OF SUPPLY

1.
2.

Abbreviations : SPC ; State Pharmaceuticals Corporation, MSD; Medical Supplies Division

Annex VI

SPECIMEN OF CONTRACT FORM (IB)

STATE PHARMACEUTICALS CORPORATION OF SRI LANKA

(Established under the State Industrial Corporation Act, No. 49 of *1957)*
"Mehewara Piyasa", 16th Floor, No. 41, Kirula Road, Colombo 05,Sri Lanka.
Telephone (00)94-1-2335008 Fax: (00)94-11-2582495
E-mail: dgmsurgical@spc.lk or mgrsurgical@spc.lk

DEMOCRATIC SOCIALISTREPUBLIC OF SRI LANKA
AGREEMENT

SPC Ref. No   Date :
Bid Ref.

This **AGREEMENT** made and entered into between the State Pharmaceuticals Corporation of Sri Lanka, a Corporation established under the State Industrial Corporation Act. No. 49 of 1957 and having its Head Office at "Mehewara Piyasa", 16th Floor, No. 41, Kirula Road, Colombo 05, 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 **FIRST PART**

AND

M/s …………………………………………………………………………………………………… ..
…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 **SECOND PART.**

AND

M/s …………………………………………………………………………………………………… ..
…business under the time, style and firm of a company duly registered and carrying business (hereinafter called "the Local Agent" 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 **THIRD PART.**

Whereas the State Pharmaceuticals Corporation has accepted the bid of M/s ……………… …………………………………………………………………………… for the supply and delivery of……………………………………………… as per the attached indent for ……………… marked SPC ………………………………… . Dated ………………………………… and M/s …………………………………………………… will act as local agent of the supplier for all matters arising out of supplies here of.

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. The following documents: -

   (a) Conditions of Contract marked – Annex 1
   (b) Bid Documents marked – Annex 2
   (c) Copy of Indent marked – Annex 3

(hereinafter called ñthe Contract Documentsò) showing and describing the nature and scope of the agreement duly signed by three parties shall be deemed to form and be read and construed as part and partial 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, and the local agent will be responsible for all the matters regarding the supplies which do not confirm to required standard..

The supplier shall be paid for such supply and delivery of the goods according to the Indent marked and in the manner and at the times hereinafter specified.

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

In witness whereof the State Pharmaceuticals Corporation has caused its Common Seal to be affixed and é é é é é é é é é and é é é é é é é é é é . of State Pharmaceuticals Corporation have set their hands and Supplier and the Local Agent has placed its hand/caused its Common Seal to be affixed hereunto and to two other of the same tenor on this é é é é é .20é

The Common Seal of M/s (supplier)é é é é é é é é é é é é é é é é é é ... herein.

1. ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ..

President/Managing Director/C.E.O.

2. ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ..

Director

Witnesses

Signature	Name, Address and ID No./Passport No.
1. é é é é é é é é é é é .	é é é é é é é é é é é é é é é ..
2. é é é é é é é é é é é .	é é é é é é é é é é é é é é é é

The Common Seal of M/s. é é é é é é é é é é é é é é é (Local Agent) herein.

é é é é é é é é é é é é é é é .
President/Managing Director/C.E.O.

é é é é é é é é é é é é é é é .
Director

Witnesses

Signature	Name, Address and ID No./Passport No.
1. é é é é é é é é é é é .	é é é é é é é é é é é é é é é ..
2. é é é é é é é é é é é .	é é é é é é é é é é é é é é é é

CONDITIONS OF CONTRACT

3.FREE REPLACEMENT /REIMBURSEMENT

3.1 SPC reserves the right to call for Free Replacement/Reimbursement in the event of

3.1.1 Short packing
3.1.2 Loss/damage or deterioration of goods supplied (within shelf-life if applicable)
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/or quality standards to the satisfaction of Medical Supplies Division of Sri Lanka/ State Pharmaceuticals Corporation of Sri Lanka.

3.2 In the event of a quality problem, Batch samples would be tested by SPC its authorized personnel at the NMQAL or SPC Quality Assurance Laboratory or any other Quality Assurance Laboratory nominated by SPC or its fitness for use will be determined by and expert Committee appointed by the relevant authority.

3.3 **Withdrawal from use of Item due to quality failure.**

a) In case of batch withdrawal due to quality failure, the supplier/ manufacturer shall reimburse the value of entire batch quantity supplied.
b) In case of product withdrawal due to quality failure, the supplier/ manufacturer shall reimburse the value of entire product quantity supplied.
c) In the event of either a) or b) above the supplier/ manufacturer shall be surcharged additional 25% of the total value concerned as administrative cost.

Samples from the available batches will be retained by 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 and the Local Agent agreed to reimburse the SPC the landed cost and an additional 25% surcharge of the total quantity supplied.

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 7 working days of receipt of same in writing. Parties however shall endeavours 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 parties at the respective addresses at the beginning hereof written.

The common seal of State Pharmaceuticals Corporation of Sri Lanka was affixed)

hereto))
))
))
))

Authorized signatory

Authorized signatory

Witnesses

Signature	Name, Address and ID No
1……..	**……**
2……	**……**

AK/ns

ANNEX – 1

BID NO. : DHS/S/WW/74/24
DATE OF ISSUE : 11TH JULY 2023
CLOSING DATE & TIME : 22ND AUGUST 2023 AT 09.00 HOURS SRI LANKA TIME

Special Conditions for tendering :

1. Offers should be accompanied with the valid registration certificate issued by the National Medicine Regulatory Authority in Sri Lanka
2. Offered item should bear both our SR number and the Item number. However at the bid opening only the item numbers will be read out. Therefore price quoted should be shown against each item number.
3. If the shipment is being effected on FCL basis both FOB and Freight charges should be quoted separately against each item in addition to quoted C & F price.
4. The volume of the total quantity of each item should be given in cubic meters (m^3)
5. **Foreign offers should be on C & F (CPT/CFR) Colombo basis. FOB offers are not acceptable. If offers are received on Import & Supply basis from local suppliers, those offers should be in LKR. All local suppliers/manufacturers should quote in LKR for the total delivery price to MSD stores.**
6. **Fax/E-mail offers directly sent to State Pharmaceuticals Corporation are not acceptable. Tenderers are requested to draw their attention to the clause "Submission of Bids" of the bid document in this regard.**
7. 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.
8. The original payment receipt has to be annexed to the offer. Offers without same will be rejected.
9. We reserve the right to reject offers which do not comply above.
10. The offer should be valid up to 17.02.2024

CONDITIONS FOR SUPPLY OF SURGICAL ITEMS

(a) Part A-General Order Conditions (GOC) of Supply

1. The consignments supplied in respect of an order concerned, shall exactly match with the reference sample submitted and the product information (item descriptions, shelf life/warranty where applicable, manufacturer²s name, country of manufacture, country of origin, etc.) provided in the bid document by the supplier, which has been accepted by the procurement committee, and included in the Indent / Purchase Order (PO), issued by SPC.

2. All items shall be supplied, sourcing from the manufacturer and country of manufacturer, stated in the Purchase Order (PO)/Indent of SPC and wherever applicable shall have a valid product registration or waiver of registration from NMRA.

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

When the validity of the product/manufacturing licenses and registrations of NMRA (eg; manufacturing license, product registration and GMP certificates), of local manufacturers / local suppliers, lapses during the year or during the period of supply (delivery schedule), it shall be extended / renewed by the supplier.

A certified copies of afore mentioned valid certificates shall be submitted to MSD by the supplier when deliveries are made.

4. The number of batches per consignment shall be minimal. Batch quantity shall be an equal multiple of the quantity of the consignment and the proportionate size of the batch quantity shall be not less than 15% of the quantity in the consignment.

5. If MSD decides to accept a part or full consignment, with deviations from certain tender conditions (eg: with regard to labeling/packaging etc. due to an urgency, that shall be done subject to, either rectifying the defect within 05 working days by the supplier, or recovering the total cost [a] of rectifying the defect by MSD (via a duly contracted third party providing such services), from the supplier with a 25% surcharge on the labeling cost. (total charge = [a]+[a]x0.25) or 2% of the invoiced value, whichever is the highest.

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

6. The specifications of the product offered by the suppliers in the tender, shall match with the tender specifications for the item and **any form of alternate offers for the same, will not be entertained,** when there are product/s offered in compliance with the tender specification.

Shelf life & Warrantees

7. In respect of Non consumables; laboratory items and surgical items: Manufacturer or supplier or local agent shall provide a warranty for a period, not less than as specified in the specification of the item and /or it²s sub components/articles supplied (eg: Special Instrument sets), unless otherwise agreed upon prior to awarding the tender.

The supplier²s invoice shall indicate, the validity period of the warrantee from the date of receiving goods at MSD and a warrantee card with all details, including the local contact details of warrantee services provider, shall also be inserted in each individual pack.

Foreign suppliers of all such items shall have their own local agent in Sri Lanka, capable of providing technical support, repair and spares, when necessary (**This clause No. 07 is not applicable for all Pharmaceuticals and all Consumable Surgical & Laboratory items)**

8. Freshly manufactured stocks of the product shall be supplied; thereby the residual Shelf Life (shelf life remaining at the time of delivery of goods in Sri Lanka/MSD stores/Sri Lanka) of the product, shall be 85% of the product shelf life specified in Indent/PO or as certified in the product registration certificate or indicated in any other way by NMRA)

(a) When the shelf life is not specified in the indent/PO/item spec; the requested shelf life shall be considered as, 36 months for consumable surgical items. (Shelf life of not applicable for surgical non-consumables) and 24 months for Pharma/Laboratory items. The Difference of the residual and requested product shelf life shall not exceed $1/6^{th}$ (one sixth) of the original product shelf life.

(b) In the violation of the above tender condition, Director/MSD reserves the right to accept a reduced quantity, that is usable (as per the actual consumption rate) up to three months before the expiry of same and will subject to application of a penalty (as clause No. 37 and footnote 01)

Standards & Quality

9. Standards; In respect of all Pharmaceutical products supplied, shall comply Pharmacopoeia Standards that are indicated in the item specifications, other Pharmacopoeia Standards accepted in the product registration by the National Medicines Regulatory Authority.

10. As per the product registration dossier approved by NMRA, the product information leaflet (PIL) for the Pharmaceuticals items and the user manual/instruction pamphlet for surgical items. With information to users regarding the; storage conditions, maintenance, and other product compatibilities, shall be provided with the product, for acceptance of goods by MSD.

Any product deficient of or incompatible with, its sub-components/accessories, not at the specified quality standards or all its components not unitized appropriately in packaging (as a set) shall be rejected.

11. Withdrawal from use of items due to quality failure found as manufacturer²s fault:

(a). In case of batch withdrawal, **value of entire batch quantity supplied** shall be recovered from the supplier.

(b).In case of product withdrawal, **value of entire product quantity** supplied shall be recovered from the supplier.

(c). In the event of either a) or b) above, supplier shall be charged the total **cost involved for MSD, of the quality failed supplies** with 25% administrative surcharge of the same.

12. The storage conditions and the packing requirements of the product shall conform to the information given by the manufacturer and accepted by NMRA for the product registration or shall conform to the information submitted for waiver of registration granted by NMRA in exceptional circumstances.(refer clause No.24)

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

13. Immediately after delivery at MSD, the consignments shall be subjected to testing appropriately drawn, one random batch sample (Post-delivery sample) of the consignment at a government/semi-government/accredited laboratory (to be selectively applied for Surgical & Lab items, depending on availability of testing methodology and facilities)

If the sample is found to be substandard, random batch samples will be tested from all the batches/lots in the consignment, and entire expenses on such tests, like value of samples, transport, sampling and testing charges, etc, will be recovered from the supplier.

14. Consignments supplied to MSD violating the storage conditions indicated on product labels and/or product information leaflet (as accepted for product registration at NMRA), shall be considered as quality affected consignments and quality assurance of such consignments shall be carried out by post-delivery testing at government / semi government laboratory in Sri Lanka or at an accredited laboratory (foreign/local). All the expenses on such an event, including storage cost shall be borne by the supplier. If found to be quality affected the consignment will be treated as quality failed (as clause No.11).

Pack size, Labeling & Packaging

15. Offers for pack sizes at a lower level(smaller quantity per pack) than the pack size specified in the item description/specification and MSD order List, are also acceptable, but higher level (larger quantity per pack) pack sizes will not be entertained unless otherwise offered with the original bid and accepted by the procurement committee, with the concurrence of MSD.

16. In respect of bulk packs of all pharmaceuticals (not applicable for blister/strip packs), ³DHS´ mark shall be
(a). embossed or printed in case of tablets
(b). printed in case of capsules

Above condition can be waved off, if the purchase order quantity is less than 100,000 tablets/capsules, with deliveries in one/more lots **or** when an exemption is notified in the special order conditions of the relevant MSD order list (**This clause No. 16 is not applicable for all consumable and Non consumable Surgical and Laboratory Items)**

17. Each; innermost pack, vial/ampoule, pre-filled syringe or bottle, shall bear the item Description, SR No, Batch No/Lot no., Product Reference/Catalogue No.s of Surgical items), Date of Manufacture, Date of Expiry (of consumables only) and ³STATE LOGO´ of Government of Sri Lanka.

It is essential to include and exactly match the dates of Expiry (not applicable for Surgical Non-consumables) & date of Manufacture (in any form as ³Year & Month´ or ³No Exp.´), in the innermost pack and supplier²s invoice.

18. Description of the Item, SR No, Date of Manufacture, Date of Expiry, Batch No, Name and address of manufacturer and ³STATE LOGO´ of Sri Lanka Government shall be clearly marked on the outer covering of the individual/innermost pack containing the minimum unit of measure, including blister & strip cards and on the outer cover of the carton/box.
Any deviations of the Date of Manufacture (DOM)/ Date of Expiry(DOE)declared in the offer shall be approved by MSD and DOM & DOE shall consist of at least the year & month.

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

20. Batch Number of the product shall be separately Barcoded (in Code 128 or 2D formats) and Barcode shall be printed on the labels at all levels of packing as described below, conforming to the industry standards in Barcode printing and pasting.
Format shall be according to Code 128 or 2D standards.
Maximum barcode size shall be 5.0cm (length) x 2.5cm (width).

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

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

Storage Conditions & Temperature

22. If the storage temperature & conditions are not specified in the item specification, NMRA accepted product storage conditions, shall conform to Sri Lankan ambient storage conditions in the ranges of 30^0c +/- 2^0c temperature and 75% +/-5% relative humidity. The product storage conditions shall be clearly indicated at all levels of labels/packages/boxes.

23. Maintenance of Cold Chain;

a. In case of cold storage items, cold chain monitors (temperature recording devices) shall be included for each carton and the cold chain shall be maintained according to the manufacturer²s instructions during storage, transport and delivery.

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

c. If the cold chain break is observed at the time of taking over the consignments by MSD, such consignments shall be rejected, indicating the reason on the relevant **WDN or copy of the delivery documents.** In such an event, the SPC shall arrange necessary cold storage for the consignment until ±observed cold chain break² is investigated leading to acceptance / total rejection of consignment and the expenses born by MSD / SPC in arranging the cold storage shall be recovered from the supplier.

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

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

24. In respect of the products requiring controlled temperature storage (Eg. < 25^0c, 2-25^0c, 15-20^0c/30^0c, 2-8^0c etc.), supplier shall provide MSD with latest product stability study reports with the invoice of the consignment.(report shall include studies; at 30^0c +/- 2^0c & 75% +/- 5% RH for **AC stored** items and at 25^0c +/- 2^0c & 60% +/- 5% RH for **Cold stored** items. It shall be a true copy of the latest report submitted to NMRA or a report issued within last 05 years). (refer clause No.12)

Delivery Requirements

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

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

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

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

(a). A penalty of 0.5% per day of the consignment value, calculated commencing from the 15th day up to 60th day delay from the due delivery date, as per the indent/PO or its² latest amended delivery schedules.

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

28. (i). If any local purchases were to be made by MSD/SPC to ensure continuity of supply (due to noncompliance of Indent/PO/its² amended; delivery schedule); in the ensuing period inclusive of the grace period for delivery from due delivery date, extra expenditure incurred on such local purchases, over the landed cost of relevant SPC main order, shall be recovered from the supplier.

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

29. In respect of local manufacturers/ local suppliers, all deliveries shall be made only on week days excluding public holidays, also allowing adequate time to enable the completion of the receiving process at MSD stores before 3.30 p.m.

In the event of failure to meet this deadline due to supplier²s fault (eg. In delivery; time, product, document, etc.) goods shall be accepted on the following working day, such date shall be counted for working out penalties as per No. 27 (regarding defaulted consignment) of the conditions of supply.
As an alternative, supplier can request MSD to take over the consignment on the same day, subject to settling all other expenses (i.e. staff OT, forklift charge, etc.) of MSD, by the supplier.

30. The extension of L/C²s overstepping delivery schedules in the Indent/PO/its² amendments, shall not in any way affect the recovery of late delivery charges, as per Condition No. 27 (regarding defaulted consignments) and any other direct or indirect additional costs/liquidated damages, relating/consequent to extension of L/C.

31. When adequate storage space is not available at MSD, to accept a delivery defaulted consignment (deviating from the delivery schedule in the Indent/PO/its² amendments) under the condition No. 27, any additional expenses caused to MSD or SPC in arranging temporary external storage and other expenses (eg. demurrage, detention, container storage, re-handling cum transport, etc.) shall be borne by the supplier.

Documents & Information

32. MSD Order No, Item Description, SR No, Batch No., Date of Manufacture, Date of Expiry and product Storage Condition, shall be indicated in all Supply Invoices and detailed Packing Lists.

33. One of the tender samples of the selected bid shall be forwarded to MSD, for using as a reference sample (can make it; a part of the last consignment or a returnable to supplier) for checking the conformity of the consignments received under the indent/PO. (applicable for all surgical items and laboratory regular items except when specified in respective order lists).

The product artwork or dimensional detail diagrams, product Catalogues and Catalog No²s, as necessary for the surgical items (**not relevant to pharmaceutical & Laboratory items)** shall be provided with the bid document, for reference in the; tender evaluation by SPC, ascertaining (before awarding) user acceptance of deviations from the spec by MSD and inspecting the consignments delivered to MSD.

The artwork of the; specimen labels, minimum pack and outer most box/shipper carton, that satisfies the above mentioned labeling conditions shall be provided before signing the contract with the performance bond.

34 The supplier shall submit all shipping documents to (Including Bills of Lading / Draft Air Way Bills etc.) SPC Imports department and MSD by e-mail (**follow instructions in website www.msd.gov.lk**), at least 03 days before the Expected Time of Arrival (ETA) of sea freighted consignments & 02 days before the ETA of Air freighted consignments.

35. After releasing the Indent/PO or establishing L/C, the latest logistical position of manufacturing & supply on the Indent/PO, shall be updated biweekly through e-mails to SPC with a copy to MSD by the supplier.(follow instructions in the website www.msd.gov.lk)
If it is not complied or the information so provided are found to be incomplete/false, the grace period (for supply delays) mentioned in the condition No. 27 will not be applicable.

Common conditions

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

37. Administrative surcharge of 25%(on the value of goods), will be applied for tender condition violations that cause deficiencies in supply with respect to; quality, standards & specifications, short packing & short supply or delayed delivery as per the cabinet decision. **(eg. As in conditions No. 08,05,10,13)**

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

(b) Part B-Special Order Conditions (SOC) of Supply

Note: SOCs are used, when it is really necessary to enable, item/order list specific deviations from the GOC clauses that are applicable to all or selected items in the order list concerned and in which case the relevant order list No. and SR No. s, shall be indicated separately against each clause of SOC, with the counter signature of Director (MSD) to make it effective.

Sufficient quantity of samples should be forwarded for evaluation.

Special Conditions

- Suppliers should submit all shipping documents including the Bill of lading or Air Way Bill to SPC at least 2-3 days prior to arrival of the consignments to prevent any delay in clearance.
- In the event of an award made to you on this tender, SPC reserve the right to cancel/suspend the procuring of said order in any stage, if you would be placed the defaulted supplier's list due to quality failure found in your previous supplies made to SPC or non compliance of contractual agreement.
- This bid is administered by the provisions of the "Public Contract Act No. 3 of 1987" and therefore, in the event bidder is to retain an agent, representative, nominee for and on behalf of Bid or shall register himself and such public contact act in accordance with the section 10 of the Public Contract Act and produce such valid original certificate of registration with the bid.
- 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.
- Destination Terminal Handling charges (THC) should be borne by the supplier at the Port of Loading. Hence when the C&F prices are quoted this should be inclusive of THC.
- The bid submitted should be duly signed and endorsed by the Bidder/ Tenderer him self (with the name and designation of the signatory) or by the representative. Representatives submit offers on behalf of their principals should submit a letter of authorization and power of attorney (if signing on behalf of the principals) and also should submit documentary proof on their registration as per the Act. No. 03 of 1987 with the Department of the Registrar of Companies – Sri Lanka.
- In the event of delivery of consignments deviating from given delivery schedule by MSD due to default of supplier and same is rejected due lack of storage space available at MSD warehouses, any resulting demurrage charges incurred shall be borne by the suppliers concerned.
- **All Shipment should be made exclusively on vessels belonging to the Ceylon Shipping Corporation or those chartered by CSC. Shipments on other vessels will be permitted in instances where vessels of the Ceylon Shipping Corporation do not call at the Port of Shipment or if they are not available for timely shipment of cargo. In which event the supplier should attach a waiver certificate issued by Ceylon Shipping Corporation on their Authorized Agent in the supplier's country.**

BID NO: DHS/S/WW/74/24 CLOSING ON : 22.08.2023 at 9.00 a.m.

ORDER LIST NUMBER: 2024/SPC/N/R/S/00231

ITEM NO	SR NO	ITEM	QTY Nos.	DELIVERY	Bid Bond value (LKR)
2	13701101	Angiographic Catheter, pigtail type, high flow, size 6Fr, with 10 side ports, 0.97mm (0.038") diameter guidewire compatible, 100cm - 110cm length, sterile.	60	30-Jan/2024 30-May/2024	N/A
3	13701400	Guiding Catheter, multipurpose type, size 7Fr, maximum guidewire size 1.9mm (0.075") diameter, 90cm (approx.) length, plastic luer lock, sterile.	180	60-Jan/2024 60-May/2024 60-Sep/2024	51,740.00
4	13702302	Visceral Catheter, Cobra - 2 curve tip, size 5Fr, maximum guidewire size 0.97mm (0.038") diameter, 70cm - 80cm length, with plastic luer lock, sterile.	240	80-Jan/2024 80-May/2024 80-Sep/2024	24,210.00
5	13702501	Visceral Catheter, renal double curve tip, size 5Fr, maximum guidewire size 0.97mm (0.038") diameter, 70cm - 80cm length, with plastic luer lock, sterile.	190	100-Jan/2024 90-May/2024	N/A
6	13702601	Cerebral Catheter,Simmons type II SIM or similar curve tip,size 5Fr,maximum guidewire size 0.97mm(0.038")diameter, 100cm (approx.) length, plastic luer lock, sterile.	160	80-Jan/2024 80-May/2024	N/A
10	13703101	Visceral Catheter, Yashiro type or similar, size 5Fr, maximum guidewire size 0.97mm (0.038") diameter, 80cm - 100cm length, with plastic luer lock, sterile.	245	120-Jan/2024 125-May/2024	21,280.00
11	13703200	Visceral Catheter, multipurpose curve tip, size 4Fr, maximum guidewire size 0.97mm (0.038") diameter, 100cm (approx.) length, with plastic luer lock, sterile.	200	100-Jan/2024 100-May/2024	N/A
12	13703201	Visceral Catheter, multipurpose curve tip, size 5Fr, maximum guidewire size 0.97mm (0.038") diameter, 100cm (approx.) length, with plastic luer lock, sterile.	425	200-Jan/2024 225-May/2024	30,060.00
13	13703203	Visceral Catheter, multipurpose curve tip, size 5Fr, maximum guidewire size 0.97mm (0.038") diameter, 60-80cm length, with plastic luer lock, sterile.	35	15-Jan/2024 20-May/2024	N/A

15	13703600	Visceral Catheter, Cobra - 2 curve tip, size 4Fr, maximum guidewire size 0.97mm (0.038") diameter, 70cm - 80cm length, with plastic luer lock, sterile.	130	65-Jan/2024 65-May/2024	N/A
17	13703902	Catheter Introducer Set, Shuttle type or similar, size 7Fr, with side arm, haemostatic valve and compatible guidewire, 80cm - 100cm length sheath, sterile.	80	40-Jan/2024 40-May/2024	43,910.00
18	13704301	Catheter Introducer Set,adult,size 10Fr,with side arm and haemostatic valve, introducer dilator,0.97mm (0.038") diameter guidewire,25-50cm(approx.)length sheath,sterile.	50	50-Jan/2024	N/A
19	13704305	Catheter Introducer Set, adult, size 6Fr, with side arm and haemostatic valve, introducer dilator, 0.89mm (0.035") diameter angled (J tip) guidewire, 13cm (approx.) length sheath, sterile.	1200	600-Jan/2024 600-May/2024	67,330.00
20	13704310	Catheter Introducer Set, adult, size 9Fr, with side arm and haemostatic valve, introducer dilator, 0.97mm (0.038") diameter guidewire, 13cm (approx.) length sheath, sterile.	20	20-Jan/2024	N/A
21	13704400	Catheter Introducer Set, paediatric, size 4Fr, with side arm, haemostatic valve, introducer dilator, 0.63mm (0.025') diameter guidewire, 7cm - 7.5cm length sheath, sterile.	145	70-Jan/2024 75-May/2024	N/A
22	13704501	PercutaneousEntry /Angiographic Needle, thin wall, size 18G x 7cm length, two part needle with plastic base plate, 0.97mm (0.038") guidewire compatible, sterile.	1500	750-Jan/2024 750-May/2024	24,650.00
23	13704700	Spinal Needle for lumbar puncture, size 18G, bevelled point, with stilette, luer lock fitting, 90mm (approx.) length, sterile.	1250	600-Jan/2024 650-May/2024	N/A

Packing: 1 Nos.

All tenderers should furnish an unconditional Bid Bond encashable on demand to the value mentioned in the item list. Bid Bond should be submitted with valid up to 18.03.2024 together with the tender

1. Page 9 Condition No. 19.b

Registrar of public contracts

This clause should be amended as awards over Sri Lanka rupees Five Million instead of (LKR) Ten Million.

1. Page 10 Condition No. 20. A

Representative samples in respect of items offered should be submitted to reach SPC on or before the closing time on the closing date of tender and acknowledgement receipt to be obtained from Administration Department of SPC.

Contract:
The successful supplier should agree to enter into a contract/Agreement is applicable normally for awards which are over LKR 500,000.00 instead of 10.0 Million.

Bidding Document Fee- As per the guideline 6.1.1 (a) of the Government Procurement Guidelines 2006.

A non refundable fee of Rs. 12,500/= + taxes should be paid in cash to SPC for each set of Tender Documents

Amendments of Bidding Document for Procurement of Surgical/Lab items

(1) **Clause 8**

(a) Bid Bonds to be submitted for each item (SR Number) when estimated value of each item exceeds LKR 01 Million.

(b) Value and validity applicable for the submission of Bid Bond for each item should be as indicated therein.

08.2 The Bid Bond should be valid for at least 30 days beyond the validity of the Bid.

(c) To be deleted.

(2) **Clause 12**

Amend as **REIMBURSEMENT**

12.1 Corporation reserves 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 labeling.

(3) **Clause 16.6**

Any request for a price increment due to LKR depreciating against foreign currency will not be accepted and such bid will be rejected at the preliminary stage of bid evaluation.

(4) **Clause 28.0**

Evaluation will be done as per Bid Form (Annex – II B) and Bid Evaluation Summary Sheet. (Annex – II C, to be submitted along with the Bid and a soft copy as per instruction given in www.spc.lk Web Site)

(5) 2nd column of Annex II B amend as "FULL DESCRIPTION OF ITEM OFFERED THE STANDARD & STORAGE CONDITION"

(6) Annex – 1 to be amend as follows.

SPECIMEN OF ANNEX – 1

ANNEX – 1

BID NO/ BID REFERENCE :
(TENDER NO)

DATE OF ISSUE :

CLOSING DATE & TIME :
(SRI LANKAN TIME)

ORDER LIST NO :

SR No	Item Description/ Specifications	Quantity	Delivery Schedule

Amount of Bid Bond : LKR …….. or USD …….. to be submitted along with the Bid Bond valid till …… (date)

Bid validity period : Bid should be valid till …….. (date)

Bid Document Fee : ……
(should be paid in cash to SPC for each set of Bid Documents)

MSD CONDITIONS OF SUPPLY

1.
2.

Abbreviations : SPC ; State Pharmaceuticals Corporation, MSD; Medical Supplies Division

Annex VI

SPECIMEN OF CONTRACT FORM (IB)

STATE PHARMACEUTICALS CORPORATION OF SRI LANKA

(Established under the State Industrial Corporation Act, No. 49 of *1957)*
"Mehewara Piyasa", 16th Floor, No. 41, Kirula Road, Colombo 05,Sri Lanka.
Telephone (00)94-1-2335008 Fax: (00)94-11-2582495
E-mail: dgmsurgical@spc.lk or mgrsurgical@spc.lk

DEMOCRATIC SOCIALISTREPUBLIC OF SRI LANKA
AGREEMENT

SPC Ref. No Date :
Bid Ref.

This **AGREEMENT** made and entered into between the State Pharmaceuticals Corporation of Sri Lanka, a Corporation established under the State Industrial Corporation Act. No. 49 of 1957 and having its Head Office at "Mehewara Piyasa", 16th Floor, No. 41, Kirula Road, Colombo 05, 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 **FIRST PART**

AND

M/s …………………………………………………………………………………………………..
…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 **SECOND PART.**

AND

M/s …………………………………………………………………………………………………..
…business under the time, style and firm of a company duly registered and carrying business (hereinafter called "the Local Agent" 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 **THIRD PART.**

Whereas the State Pharmaceuticals Corporation has accepted the bid of M/s ………………
…………………………………………………………………………… for the supply and delivery of………………………………………………… as per the attached indent for ……………… marked SPC ………………………………………. Dated …………………………………… and M/s ………………………………………………………… will act as local agent of the supplier for all matters arising out of supplies here of.

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. The following documents: -

   (a) Conditions of Contract marked – Annex 1
   (b) Bid Documents marked – Annex 2
   (c) Copy of Indent marked – Annex 3

(hereinafter called ñthe Contract Documentsò) showing and describing the nature and scope of the agreement duly signed by three parties shall be deemed to form and be read and construed as part and partial 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, and the local agent will be responsible for all the matters regarding the supplies which do not confirm to required standard..

The supplier shall be paid for such supply and delivery of the goods according to the Indent marked and in the manner and at the times hereinafter specified.

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

In witness whereof the State Pharmaceuticals Corporation has caused its Common Seal to be affixed and é é é é é é é é é and é é é é é é é é é é . of State Pharmaceuticals Corporation have set their hands and Supplier and the Local Agent has placed its hand/caused its Common Seal to be affixed hereunto and to two other of the same tenor on this é é é é é .20é

The Common Seal of M/s (supplier)é é é é é é é é é é é é é é é é é é ... herein.

1. ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ..

President/Managing Director/C.E.O.

2. ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ..

Director

Witnesses

Signature	Name, Address and ID No./Passport No.
1. é é é é é é é é é é é .	é é é é é é é é é é é é é é é ..
2. é é é é é é é é é é é .	é é é é é é é é é é é é é é é é

The Common Seal of M/s. é é é é é é é é é é é é é é é (Local Agent) herein.

é é é é é é é é é é é é é é é .
President/Managing Director/C.E.O.

é é é é é é é é é é é é é é é .
Director

Witnesses

Signature	Name, Address and ID No./Passport No.
1. é é é é é é é é é é é .	é é é é é é é é é é é é é é é ..
2. é é é é é é é é é é é .	é é é é é é é é é é é é é é é é

CONDITIONS OF CONTRACT

3.FREE REPLACEMENT /REIMBURSEMENT

3.1 SPC reserves the right to call for Free Replacement/Reimbursement in the event of

- 3.1.1 Short packing
- 3.1.2 Loss/damage or deterioration of goods supplied (within shelf-life if applicable)
- 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/or quality standards to the satisfaction of Medical Supplies Division of Sri Lanka/ State Pharmaceuticals Corporation of Sri Lanka.

3.2 In the event of a quality problem, Batch samples would be tested by SPC its authorized personnel at the NMQAL or SPC Quality Assurance Laboratory or any other Quality Assurance Laboratory nominated by SPC or its fitness for use will be determined by and expert Committee appointed by the relevant authority.

3.3 **Withdrawal from use of Item due to quality failure.**

a) In case of batch withdrawal due to quality failure, the supplier/ manufacturer shall reimburse the value of entire batch quantity supplied.
b) In case of product withdrawal due to quality failure, the supplier/ manufacturer shall reimburse the value of entire product quantity supplied.
c) In the event of either a) or b) above the supplier/ manufacturer shall be surcharged additional 25% of the total value concerned as administrative cost.

Samples from the available batches will be retained by 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 and the Local Agent agreed to reimburse the SPC the landed cost and an additional 25% surcharge of the total quantity supplied.

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 7 working days of receipt of same in writing. Parties however shall endeavours 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 parties at the respective addresses at the beginning hereof written.

The common seal of State Pharmaceuticals Corporation of Sri Lanka was affixed)

heretoé)
é .)
é .)
é .)

Authorized signatory

Authorized signatory

<u>Witnesses</u>

Signature Name, Address and ID No

1……………….. **……………………………………………**

2………………… **……………………………………………**

MT/ns

ANNEX – 1

BID NO. : DHS/S/WW/75/24
DATE OF ISSUE : 11TH JULY 2023
CLOSING DATE & TIME : 25TH AUGUST 2023 AT 09.00 HOURS SRI LANKA TIME

Special Conditions for tendering :

1. Offers should be accompanied with the valid registration certificate issued by the National Medicine Regulatory Authority in Sri Lanka
2. Offered item should bear both our SR number and the Item number. However at the bid opening only the item numbers will be read out. Therefore price quoted should be shown against each item number.
3. If the shipment is being effected on FCL basis both FOB and Freight charges should be quoted separately against each item in addition to quoted C & F price.
4. The volume of the total quantity of each item should be given in cubic meters (m^3)
5. **Foreign offers should be on C & F (CPT/CFR) Colombo basis. FOB offers are not acceptable. If offers are received on Import & Supply basis from local suppliers, those offers should be in LKR. All local suppliers/manufacturers should quote in LKR for the total delivery price to MSD stores.**
6. **Fax/E-mail offers directly sent to State Pharmaceuticals Corporation are not acceptable. Tenderers are requested to draw their attention to the clause "Submission of Bids" of the bid document in this regard.**
7. 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.
8. The original payment receipt has to be annexed to the offer. Offers without same will be rejected.
9. We reserve the right to reject offers which do not comply above.
10. The offer should be valid up to 20.02.2024

CONDITIONS FOR SUPPLY OF SURGICAL ITEMS

(a) Part A-General Order Conditions (GOC) of Supply

1. The consignments supplied in respect of an order concerned, shall exactly match with the reference sample submitted and the product information (item descriptions, shelf life/warranty where applicable, manufacturer²s name, country of manufacture, country of origin, etc.) provided in the bid document by the supplier, which has been accepted by the procurement committee, and included in the Indent / Purchase Order (PO), issued by SPC.

2. All items shall be supplied, sourcing from the manufacturer and country of manufacturer, stated in the Purchase Order (PO)/Indent of SPC and wherever applicable shall have a valid product registration or waiver of registration from NMRA.

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

When the validity of the product/manufacturing licenses and registrations of NMRA (eg; manufacturing license, product registration and GMP certificates), of local manufacturers / local suppliers, lapses during the year or during the period of supply (delivery schedule), it shall be extended / renewed by the supplier.

A certified copies of afore mentioned valid certificates shall be submitted to MSD by the supplier when deliveries are made.

4. The number of batches per consignment shall be minimal. Batch quantity shall be an equal multiple of the quantity of the consignment and the proportionate size of the batch quantity shall be not less than 15% of the quantity in the consignment.

5. If MSD decides to accept a part or full consignment, with deviations from certain tender conditions (eg: with regard to labeling/packaging etc. due to an urgency, that shall be done subject to, either rectifying the defect within 05 working days by the supplier, or recovering the total cost [a] of rectifying the defect by MSD (via a duly contracted third party providing such services), from the supplier with a 25% surcharge on the labeling cost. (total charge = [a]+[a]x0.25) or 2% of the invoiced value, whichever is the highest.

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

6. The specifications of the product offered by the suppliers in the tender, shall match with the tender specifications for the item and **any form of alternate offers for the same, will not be entertained,** when there are product/s offered in compliance with the tender specification.

Shelf life & Warrantees

7. In respect of Non consumables; laboratory items and surgical items: Manufacturer or supplier or local agent shall provide a warranty for a period, not less than as specified in the specification of the item and /or it²s sub components/articles supplied (eg: Special Instrument sets), unless otherwise agreed upon prior to awarding the tender.

The supplier²s invoice shall indicate, the validity period of the warrantee from the date of receiving goods at MSD and a warrantee card with all details, including the local contact details of warrantee services provider, shall also be inserted in each individual pack.

Foreign suppliers of all such items shall have their own local agent in Sri Lanka, capable of providing technical support, repair and spares, when necessary (**This clause No. 07 is not applicable for all Pharmaceuticals and all Consumable Surgical & Laboratory items)**

8. Freshly manufactured stocks of the product shall be supplied; thereby the residual Shelf Life (shelf life remaining at the time of delivery of goods in Sri Lanka/MSD stores/Sri Lanka) of the product, shall be 85% of the product shelf life specified in Indent/PO or as certified in the product registration certificate or indicated in any other way by NMRA)

(a) When the shelf life is not specified in the indent/PO/item spec; the requested shelf life shall be considered as, 36 months for consumable surgical items. (Shelf life of not applicable for surgical non-consumables) and 24 months for Pharma/Laboratory items. The Difference of the residual and requested product shelf life shall not exceed $1/6^{th}$ (one sixth) of the original product shelf life.

(b) In the violation of the above tender condition, Director/MSD reserves the right to accept a reduced quantity, that is usable (as per the actual consumption rate) up to three months before the expiry of same and will subject to application of a penalty (as clause No. 37 and footnote 01)

Standards & Quality

9. Standards; In respect of all Pharmaceutical products supplied, shall comply Pharmacopoeia Standards that are indicated in the item specifications, other Pharmacopoeia Standards accepted in the product registration by the National Medicines Regulatory Authority.

10. As per the product registration dossier approved by NMRA, the product information leaflet (PIL) for the Pharmaceuticals items and the user manual/instruction pamphlet for surgical items. With information to users regarding the; storage conditions, maintenance, and other product compatibilities, shall be provided with the product, for acceptance of goods by MSD.

Any product deficient of or incompatible with, its sub-components/accessories, not at the specified quality standards or all its components not unitized appropriately in packaging (as a set) shall be rejected.

11. Withdrawal from use of items due to quality failure found as manufacturer²s fault:

(a). In case of batch withdrawal, **value of entire batch quantity supplied** shall be recovered from the supplier.

(b).In case of product withdrawal, **value of entire product quantity** supplied shall be recovered from the supplier.

(c). In the event of either a) or b) above, supplier shall be charged the total **cost involved for MSD, of the quality failed supplies** with 25% administrative surcharge of the same.

12. The storage conditions and the packing requirements of the product shall conform to the information given by the manufacturer and accepted by NMRA for the product registration or shall conform to the information submitted for waiver of registration granted by NMRA in exceptional circumstances.(refer clause No.24)

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

13. Immediately after delivery at MSD, the consignments shall be subjected to testing appropriately drawn, one random batch sample (Post-delivery sample) of the consignment at a government/semi-government/accredited laboratory (to be selectively applied for Surgical & Lab items, depending on availability of testing methodology and facilities)

If the sample is found to be substandard, random batch samples will be tested from all the batches/lots in the consignment, and entire expenses on such tests, like value of samples, transport, sampling and testing charges, etc, will be recovered from the supplier.

14. Consignments supplied to MSD violating the storage conditions indicated on product labels and/or product information leaflet (as accepted for product registration at NMRA), shall be considered as quality affected consignments and quality assurance of such consignments shall be carried out by post-delivery testing at government / semi government laboratory in Sri Lanka or at an accredited laboratory (foreign/local). All the expenses on such an event, including storage cost shall be borne by the supplier. If found to be quality affected the consignment will be treated as quality failed (as clause No.11).

Pack size, Labeling & Packaging

15. Offers for pack sizes at a lower level(smaller quantity per pack) than the pack size specified in the item description/specification and MSD order List, are also acceptable, but higher level (larger quantity per pack) pack sizes will not be entertained unless otherwise offered with the original bid and accepted by the procurement committee, with the concurrence of MSD.

16. In respect of bulk packs of all pharmaceuticals (not applicable for blister/strip packs), ³DHS´ mark shall be
(a). embossed or printed in case of tablets
(b). printed in case of capsules

Above condition can be waved off, if the purchase order quantity is less than 100,000 tablets/capsules, with deliveries in one/more lots **or** when an exemption is notified in the special order conditions of the relevant MSD order list (**This clause No. 16 is not applicable for all consumable and Non consumable Surgical and Laboratory Items)**

17. Each; innermost pack, vial/ampoule, pre-filled syringe or bottle, shall bear the item Description, SR No, Batch No/Lot no., Product Reference/Catalogue No.s of Surgical items), Date of Manufacture, Date of Expiry (of consumables only) and ³STATE LOGO´ of Government of Sri Lanka.

It is essential to include and exactly match the dates of Expiry (not applicable for Surgical Non-consumables) & date of Manufacture (in any form as ³Year & Month´ or ³No Exp.´), in the innermost pack and supplier²s invoice.

18. Description of the Item, SR No, Date of Manufacture, Date of Expiry, Batch No, Name and address of manufacturer and ³STATE LOGO´ of Sri Lanka Government shall be clearly marked on the outer covering of the individual/innermost pack containing the minimum unit of measure, including blister & strip cards and on the outer cover of the carton/box.
Any deviations of the Date of Manufacture (DOM)/ Date of Expiry(DOE)declared in the offer shall be approved by MSD and DOM & DOE shall consist of at least the year & month.

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

20. Batch Number of the product shall be separately Barcoded (in Code 128 or 2D formats) and Barcode shall be printed on the labels at all levels of packing as described below, conforming to the industry standards in Barcode printing and pasting.
Format shall be according to Code 128 or 2D standards.
Maximum barcode size shall be 5.0cm (length) x 2.5cm (width).

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

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

Storage Conditions & Temperature

22. If the storage temperature & conditions are not specified in the item specification, NMRA accepted product storage conditions, shall conform to Sri Lankan ambient storage conditions in the ranges of 30^0c +/- 2^0c temperature and 75% +/-5% relative humidity. The product storage conditions shall be clearly indicated at all levels of labels/packages/boxes.

23. Maintenance of Cold Chain;

a. In case of cold storage items, cold chain monitors (temperature recording devices) shall be included for each carton and the cold chain shall be maintained according to the manufacturer²s instructions during storage, transport and delivery.

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

c. If the cold chain break is observed at the time of taking over the consignments by MSD, such consignments shall be rejected, indicating the reason on the relevant **WDN or copy of the delivery documents.** In such an event, the SPC shall arrange necessary cold storage for the consignment until ±observed cold chain break² is investigated leading to acceptance / total rejection of consignment and the expenses born by MSD / SPC in arranging the cold storage shall be recovered from the supplier.

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

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

24. In respect of the products requiring controlled temperature storage (Eg. < 25^0c, 2-25^0c, 15-20^0c/30^0c, 2-8^0c etc.), supplier shall provide MSD with latest product stability study reports with the invoice of the consignment.(report shall include studies; at 30^0c +/- 2^0c & 75% +/- 5% RH for **AC stored** items and at 25^0c +/- 2^0c & 60% +/- 5% RH for **Cold stored** items. It shall be a true copy of the latest report submitted to NMRA or a report issued within last 05 years). (refer clause No.12)

Delivery Requirements

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

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

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

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

(a). A penalty of 0.5% per day of the consignment value, calculated commencing from the 15th day up to 60th day delay from the due delivery date, as per the indent/PO or its² latest amended delivery schedules.

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

28. (i). If any local purchases were to be made by MSD/SPC to ensure continuity of supply (due to noncompliance of Indent/PO/its² amended; delivery schedule); in the ensuing period inclusive of the grace period for delivery from due delivery date, extra expenditure incurred on such local purchases, over the landed cost of relevant SPC main order, shall be recovered from the supplier.

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

29. In respect of local manufacturers/ local suppliers, all deliveries shall be made only on week days excluding public holidays, also allowing adequate time to enable the completion of the receiving process at MSD stores before 3.30 p.m.

In the event of failure to meet this deadline due to supplier²s fault (eg. In delivery; time, product, document, etc.) goods shall be accepted on the following working day, such date shall be counted for working out penalties as per No. 27 (regarding defaulted consignment) of the conditions of supply.
As an alternative, supplier can request MSD to take over the consignment on the same day, subject to settling all other expenses (i.e. staff OT, forklift charge, etc.) of MSD, by the supplier.

30. The extension of L/C²s overstepping delivery schedules in the Indent/PO/its² amendments, shall not in any way affect the recovery of late delivery charges, as per Condition No. 27 (regarding defaulted consignments) and any other direct or indirect additional costs/liquidated damages, relating/consequent to extension of L/C.

31. When adequate storage space is not available at MSD, to accept a delivery defaulted consignment (deviating from the delivery schedule in the Indent/PO/its² amendments) under the condition No. 27, any additional expenses caused to MSD or SPC in arranging temporary external storage and other expenses (eg. demurrage, detention, container storage, re-handling cum transport, etc.) shall be borne by the supplier.

Documents & Information

32. MSD Order No, Item Description, SR No, Batch No., Date of Manufacture, Date of Expiry and product Storage Condition, shall be indicated in all Supply Invoices and detailed Packing Lists.

33. One of the tender samples of the selected bid shall be forwarded to MSD, for using as a reference sample (can make it; a part of the last consignment or a returnable to supplier) for checking the conformity of the consignments received under the indent/PO. (applicable for all surgical items and laboratory regular items except when specified in respective order lists).

The product artwork or dimensional detail diagrams, product Catalogues and Catalog No²s, as necessary for the surgical items (**not relevant to pharmaceutical & Laboratory items)** shall be provided with the bid document, for reference in the; tender evaluation by SPC, ascertaining (before awarding) user acceptance of deviations from the spec by MSD and inspecting the consignments delivered to MSD.

The artwork of the; specimen labels, minimum pack and outer most box/shipper carton, that satisfies the above mentioned labeling conditions shall be provided before signing the contract with the performance bond.

34 The supplier shall submit all shipping documents to (Including Bills of Lading / Draft Air Way Bills etc.) SPC Imports department and MSD by e-mail (**follow instructions in website www.msd.gov.lk**), at least 03 days before the Expected Time of Arrival (ETA) of sea freighted consignments & 02 days before the ETA of Air freighted consignments.

35. After releasing the Indent/PO or establishing L/C, the latest logistical position of manufacturing & supply on the Indent/PO, shall be updated biweekly through e-mails to SPC with a copy to MSD by the supplier.(follow instructions in the website www.msd.gov.lk)
If it is not complied or the information so provided are found to be incomplete/false, the grace period (for supply delays) mentioned in the condition No. 27 will not be applicable.

Common conditions

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

37. Administrative surcharge of 25%(on the value of goods), will be applied for tender condition violations that cause deficiencies in supply with respect to; quality, standards & specifications, short packing & short supply or delayed delivery as per the cabinet decision. **(eg. As in conditions No. 08,05,10,13)**

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

(b) Part B-Special Order Conditions (SOC) of Supply

Note: SOCs are used, when it is really necessary to enable, item/order list specific deviations from the GOC clauses that are applicable to all or selected items in the order list concerned and in which case the relevant order list No. and SR No. s, shall be indicated separately against each clause of SOC, with the counter signature of Director (MSD) to make it effective.

Sufficient quantity of samples should be forwarded for evaluation.

Special Conditions

- Suppliers should submit all shipping documents including the Bill of lading or Air Way Bill to SPC at least 2-3 days prior to arrival of the consignments to prevent any delay in clearance.
- In the event of an award made to you on this tender, SPC reserve the right to cancel/suspend the procuring of said order in any stage, if you would be placed the defaulted supplier's list due to quality failure found in your previous supplies made to SPC or non compliance of contractual agreement.
- This bid is administered by the provisions of the "Public Contract Act No. 3 of 1987" and therefore, in the event bidder is to retain an agent, representative, nominee for and on behalf of Bid or shall register himself and such public contact act in accordance with the section 10 of the Public Contract Act and produce such valid original certificate of registration with the bid.
- 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.
- Destination Terminal Handling charges (THC) should be borne by the supplier at the Port of Loading. Hence when the C&F prices are quoted this should be inclusive of THC.
- The bid submitted should be duly signed and endorsed by the Bidder/ Tenderer him self (with the name and designation of the signatory) or by the representative. Representatives submit offers on behalf of their principals should submit a letter of authorization and power of attorney (if signing on behalf of the principals) and also should submit documentary proof on their registration as per the Act. No. 03 of 1987 with the Department of the Registrar of Companies – Sri Lanka.
- In the event of delivery of consignments deviating from given delivery schedule by MSD due to default of supplier and same is rejected due lack of storage space available at MSD warehouses, any resulting demurrage charges incurred shall be borne by the suppliers concerned.
- **All Shipment should be made exclusively on vessels belonging to the Ceylon Shipping Corporation or those chartered by CSC. Shipments on other vessels will be permitted in instances where vessels of the Ceylon Shipping Corporation do not call at the Port of Shipment or if they are not available for timely shipment of cargo. In which event the supplier should attach a waiver certificate issued by Ceylon Shipping Corporation on their Authorized Agent in the supplier's country.**

BID NO: DHS/S/WW/75/24 CLOSING ON : 25.08.2023 at 9.00 a.m.

ORDER LIST NUMBER: 2024/SPC/N/R/S/00259

ITEM NO	SR NO	ITEM	QTY Nos.	DELIVERY	Bid Bond value (LKR)
1	12606002	400mm length, Universal Intramedullary Femoral Nail, size 9mm dia. x 400mm (approx.) length, made of implant quality stainless steel.	180	180-Mar/2024	N/A
2	12606101	300mm length, Universal Intramedullary Femoral Nail, size 10mm dia. x 300mm (approx.) length, made of implant quality stainless steel.	420	420-Jan/2024	N/A
3	12606102	380mm length, Universal Intramedullary Femoral Nail, size 10mm dia. x 380mm (approx.) length, made of implant quality stainless steel.	670	670-Jan/2024	23,830.00
6	12606201	300mm length, Universal Intramedullary Femoral Nail, size 11mm dia. x 300mm(approx.) length, made of implant quality stainless steel.	210	210-Jan/2024	N/A
7	12606202	320mm length, Universal Intramedullary Femoral Nail, size 11mm dia. x 320mm(approx.) length, made of implant quality stainless steel.	370	370-Jan/2024	N/A
8	12606203	380mm length, Universal Intramedullary Femoral Nail, size 11mm dia. x 380mm(approx.) length, made of implant quality stainless steel.	870	470-Jan/2024 400-May/2024	30,950.00
9	12606204	400mm length, Universal Intramedullary Femoral Nail, size 11mm dia. x 400mm(approx.) length, made of implant quality stainless steel.	820	420-Jan/2024 400-May/2024	29,030.00
13	12606302	320mm length, Universal Intramedullary Femoral Nail, size 12mm dia. x 320mm(approx.) length, made of implant quality stainless steel.	390	390-Jan/2024	N/A
14	12606303	340mm length, Universal Intramedullary Femoral Nail, size 12mm dia. x 340mm(approx.) length, made of implant quality stainless steel.	270	270-Jan/2024	N/A
15	12606304	400mm length, Universal Intramedullary Femoral Nail, size 12mm dia. x 400mm(approx.) length, made of implant quality stainless steel.	370	370-Jan/2024	N/A
23	12606502	315mm length, Universal Intramedullary Tibial Nail, size 9mm dia. x 315mm(approx.) length, made of implant quality stainless steel.	430	430-Mar/2024	N/A
24	12606503	330mm length, Universal Intramedullary Tibial Nail, size 9mm dia. x 330mm(approx.) length, made of implant quality stainless steel.	530	530-Mar/2024	22,490.00

26	12606701	330mm length, Universal Intramedullary Tibial Nail, size 11mm dia. x 330mm(approx.) length, made of implant quality stainless steel.	220	220-Mar/2024	N/A
30	12606801	340mm length, Universal Intramedullary Tibial Nail, size 12mm dia. x 340mm(approx.) length, made of implant quality stainless steel.	220	220-Mar/2024	N/A
32	12606901	30mm length, 4.9mm diameter Locking Bolt, for universal intramedullary nails, self - cutting, fully threaded, core diameter 4.3mm, size 4.9mm dia. x 30mm length, made of implant quality stainless steel.	1,000	1000-May/2024	N/A
33	12606902	32mm length, 4.9mm diameter Locking Bolt, for universal intramedullary nails, self - cutting, fully threaded, core diameter 4.3mm, size 4.9mm dia. x 32mm length, made of implant quality stainless steel.	2400	1000-Jan/2024 1400-May/2024	N/A
34	12606904	36mm length, 4.9mm diameter Locking Bolt, for universal intramedullary nails, self - cutting, fully threaded, core diameter 4.3mm, size 4.9mm dia. x 36mm length, made of implant quality stainless steel.	1,900	1900-May/2024	N/A
35	12606905	38mm length, 4.9mm diameter Locking Bolt, for universal intramedullary nails, self - cutting, fully threaded, core diameter 4.3mm, size 4.9mm dia. x 38mm length, made of implant quality stainless steel.	1,800	1800-May/2024	N/A
36	12606906	40mm length, 4.9mm diameter Locking Bolt, for universal intramedullary nails, self - cutting, fully threaded, core diameter 4.3mm, size 4.9mm dia. x 40mm length, made of implant quality stainless steel.	1,800	1800-May/2024	N/A
37	12606907	42mm length, 4.9mm diameter Locking Bolt, for universal intramedullary nails, self - cutting, fully threaded, core diameter 4.3mm, size 4.9mm dia. x 42mm length, made of implant quality stainless steel.	1,400	1400-May/2024	N/A

Packing: 1 Nos.

All tenderers should furnish an unconditional Bid Bond encashable on demand to the value mentioned in the item list. Bid Bond should be submitted with valid up to 21.03.2024 together with the tender

1. Page 9 Condition No. 19.b
   Registrar of public contracts
   This clause should be amended as awards over Sri Lanka rupees Five Million instead of (LKR) Ten Million.
1. Page 10 Condition No. 20. A
   Representative samples in respect of items offered should be submitted to reach SPC on or before the closing time on the closing date of tender and acknowledgement receipt to be obtained from Administration Department of SPC.

Contract:
The successful supplier should agree to enter into a contract/Agreement is applicable normally for awards which are over LKR 500,000.00 instead of 10.0 Million.

Bidding Document Fee- As per the guideline 6.1.1 (a) of the Government Procurement Guidelines 2006.

A non refundable fee of Rs. 12,500/= + taxes should be paid in cash to SPC for each set of Tender Documents

Amendments of Bidding Document for Procurement of Surgical/Lab items

(1) **Clause 8**

(a) Bid Bonds to be submitted for each item (SR Number) when estimated value of each item exceeds LKR 01 Million.

(b) Value and validity applicable for the submission of Bid Bond for each item should be as indicated therein.

08.2 The Bid Bond should be valid for at least 30 days beyond the validity of the Bid.

(c) To be deleted.

(2) **Clause 12**

Amend as **REIMBURSEMENT**

12.1 Corporation reserves 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 labeling.

(3) **Clause 16.6**

Any request for a price increment due to LKR depreciating against foreign currency will not be accepted and such bid will be rejected at the preliminary stage of bid evaluation.

(4) **Clause 28.0**

Evaluation will be done as per Bid Form (Annex – II B) and Bid Evaluation Summary Sheet. (Annex – II C, to be submitted along with the Bid and a soft copy as per instruction given in www.spc.lk Web Site)

(5) 2nd column of Annex II B amend as "FULL DESCRIPTION OF ITEM OFFERED THE STANDARD & STORAGE CONDITION"

(6) Annex – 1 to be amend as follows.

SPECIMEN OF ANNEX – 1

ANNEX – 1

BID NO/ BID REFERENCE :
(TENDER NO)

DATE OF ISSUE :

CLOSING DATE & TIME :
(SRI LANKAN TIME)

ORDER LIST NO :

SR No	Item Description/ Specifications	Quantity	Delivery Schedule

Amount of Bid Bond : LKR …….. or USD …….. to be submitted along with the Bid Bond valid till …… (date)

Bid validity period : Bid should be valid till …….. (date)

Bid Document Fee : ……
(should be paid in cash to SPC for each set of Bid Documents)

MSD CONDITIONS OF SUPPLY

1.
2.

Abbreviations : SPC ; State Pharmaceuticals Corporation, MSD; Medical Supplies Division

Annex VI

SPECIMEN OF CONTRACT FORM (IB)

STATE PHARMACEUTICALS CORPORATION OF SRI LANKA

(Established under the State Industrial Corporation Act, No. 49 of *1957)*
"Mehewara Piyasa", 16th Floor, No. 41, Kirula Road, Colombo 05,Sri Lanka.
Telephone (00)94-1-2335008 Fax: (00)94-11-2582495
E-mail: dgmsurgical@spc.lk or mgrsurgical@spc.lk

DEMOCRATIC SOCIALISTREPUBLIC OF SRI LANKA
AGREEMENT

SPC Ref. No Date :
Bid Ref.

This **AGREEMENT** made and entered into between the State Pharmaceuticals Corporation of Sri Lanka, a Corporation established under the State Industrial Corporation Act. No. 49 of 1957 and having its Head Office at "Mehewara Piyasa", 16th Floor, No. 41, Kirula Road, Colombo 05, 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 **FIRST PART**

AND

M/s ……………………………………………………………………………………..
…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 **SECOND PART.**

AND

M/s ……………………………………………………………………………………..
…business under the time, style and firm of a company duly registered and carrying business (hereinafter called "the Local Agent" 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 **THIRD PART.**

Whereas the State Pharmaceuticals Corporation has accepted the bid of M/s ………………
…………………………………………………………………… for the supply and delivery of………………………………………… as per the attached indent for ……………… marked SPC ……………………………… . Dated ……………………………… and M/s
…………………………………………………… will act as local agent of the supplier for all matters arising out of supplies here of.

<u>NOW IT IS HEREBY AGREED AS FOLLOWS:</u>

1. The following documents: -

   (a) Conditions of Contract marked – Annex 1
   (b) Bid Documents marked – Annex 2
   (c) Copy of Indent marked – Annex 3

(hereinafter called ñthe Contract Documentsò) showing and describing the nature and scope of the agreement duly signed by three parties shall be deemed to form and be read and construed as part and partial 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, and the local agent will be responsible for all the matters regarding the supplies which do not confirm to required standard..

The supplier shall be paid for such supply and delivery of the goods according to the Indent marked and in the manner and at the times hereinafter specified.

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

In witness whereof the State Pharmaceuticals Corporation has caused its Common Seal to be affixed and é é é é é é é é é and é é é é é é é é é é . of State Pharmaceuticals Corporation have set their hands and Supplier and the Local Agent has placed its hand/caused its Common Seal to be affixed hereunto and to two other of the same tenor on this é é é é é .20é

The Common Seal of M/s (supplier)é é é é é é é é é é é é é é é é é é ... herein.

1. ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ..

President/Managing Director/C.E.O.

2. ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ..

Director

Witnesses

Signature	Name, Address and ID No./Passport No.
1. é é é é é é é é é é é .	é é é é é é é é é é é é é é é ..
2. é é é é é é é é é é é .	é é é é é é é é é é é é é é é é

The Common Seal of M/s. é é é é é é é é é é é é é é é (Local Agent) herein.

é é é é é é é é é é é é é é é .
President/Managing Director/C.E.O.

é é é é é é é é é é é é é é é .
Director

Witnesses

Signature	Name, Address and ID No./Passport No.
1. é é é é é é é é é é é .	é é é é é é é é é é é é é é é ..
2. é é é é é é é é é é é .	é é é é é é é é é é é é é é é é

CONDITIONS OF CONTRACT

3.FREE REPLACEMENT /REIMBURSEMENT

3.1 SPC reserves the right to call for Free Replacement/Reimbursement in the event of

3.1.1 Short packing
3.1.2 Loss/damage or deterioration of goods supplied (within shelf-life if applicable)
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/or quality standards to the satisfaction of Medical Supplies Division of Sri Lanka/ State Pharmaceuticals Corporation of Sri Lanka.

3.2 In the event of a quality problem, Batch samples would be tested by SPC its authorized personnel at the NMQAL or SPC Quality Assurance Laboratory or any other Quality Assurance Laboratory nominated by SPC or its fitness for use will be determined by and expert Committee appointed by the relevant authority.

3.3 **Withdrawal from use of Item due to quality failure.**

a) In case of batch withdrawal due to quality failure, the supplier/ manufacturer shall reimburse the value of entire batch quantity supplied.
b) In case of product withdrawal due to quality failure, the supplier/ manufacturer shall reimburse the value of entire product quantity supplied.
c) In the event of either a) or b) above the supplier/ manufacturer shall be surcharged additional 25% of the total value concerned as administrative cost.

Samples from the available batches will be retained by 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 and the Local Agent agreed to reimburse the SPC the landed cost and an additional 25% surcharge of the total quantity supplied.

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 7 working days of receipt of same in writing. Parties however shall endeavours 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 parties at the respective addresses at the beginning hereof written.

The common seal of State Pharmaceuticals Corporation of Sri Lanka was affixed)

hereto))
))
))
))

Authorized signatory

Authorized signatory

Witnesses

Signature	Name, Address and ID No
1……..	**……**
2……	**……**

VW/ns

ANNEX – 1

BID NO. : DHS/S/WW/76/24
DATE OF ISSUE : 11TH JULY 2023
CLOSING DATE & TIME : 25TH AUGUST 2023 AT 09.00 HOURS SRI LANKA TIME

Special Conditions for tendering :

1. Offers should be accompanied with the valid registration certificate issued by the National Medicine Regulatory Authority in Sri Lanka
2. Offered item should bear both our SR number and the Item number. However at the bid opening only the item numbers will be read out. Therefore price quoted should be shown against each item number.
3. If the shipment is being effected on FCL basis both FOB and Freight charges should be quoted separately against each item in addition to quoted C & F price.
4. The volume of the total quantity of each item should be given in cubic meters (m^3)
5. **Foreign offers should be on C & F (CPT/CFR) Colombo basis. FOB offers are not acceptable. If offers are received on Import & Supply basis from local suppliers, those offers should be in LKR. All local suppliers/manufacturers should quote in LKR for the total delivery price to MSD stores.**
6. **Fax/E-mail offers directly sent to State Pharmaceuticals Corporation are not acceptable. Tenderers are requested to draw their attention to the clause "Submission of Bids" of the bid document in this regard.**
7. 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.
8. The original payment receipt has to be annexed to the offer. Offers without same will be rejected.
9. We reserve the right to reject offers which do not comply above.
10. The offer should be valid up to 20.02.2024

CONDITIONS FOR SUPPLY OF SURGICAL ITEMS

(a) Part A-General Order Conditions (GOC) of Supply

1. The consignments supplied in respect of an order concerned, shall exactly match with the reference sample submitted and the product information (item descriptions, shelf life/warranty where applicable, manufacturer²s name, country of manufacture, country of origin, etc.) provided in the bid document by the supplier, which has been accepted by the procurement committee, and included in the Indent / Purchase Order (PO), issued by SPC.

2. All items shall be supplied, sourcing from the manufacturer and country of manufacturer, stated in the Purchase Order (PO)/Indent of SPC and wherever applicable shall have a valid product registration or waiver of registration from NMRA.

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

When the validity of the product/manufacturing licenses and registrations of NMRA (eg; manufacturing license, product registration and GMP certificates), of local manufacturers / local suppliers, lapses during the year or during the period of supply (delivery schedule), it shall be extended / renewed by the supplier.

A certified copies of afore mentioned valid certificates shall be submitted to MSD by the supplier when deliveries are made.

4. The number of batches per consignment shall be minimal. Batch quantity shall be an equal multiple of the quantity of the consignment and the proportionate size of the batch quantity shall be not less than 15% of the quantity in the consignment.

5. If MSD decides to accept a part or full consignment, with deviations from certain tender conditions (eg: with regard to labeling/packaging etc. due to an urgency, that shall be done subject to, either rectifying the defect within 05 working days by the supplier, or recovering the total cost [a] of rectifying the defect by MSD (via a duly contracted third party providing such services), from the supplier with a 25% surcharge on the labeling cost. (total charge = [a]+[a]x0.25) or 2% of the invoiced value, whichever is the highest.

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

6. The specifications of the product offered by the suppliers in the tender, shall match with the tender specifications for the item and **any form of alternate offers for the same, will not be entertained,** when there are product/s offered in compliance with the tender specification.

Shelf life & Warrantees

7. In respect of Non consumables; laboratory items and surgical items: Manufacturer or supplier or local agent shall provide a warranty for a period, not less than as specified in the specification of the item and /or it²s sub components/articles supplied (eg: Special Instrument sets), unless otherwise agreed upon prior to awarding the tender.

The supplier²s invoice shall indicate, the validity period of the warrantee from the date of receiving goods at MSD and a warrantee card with all details, including the local contact details of warrantee services provider, shall also be inserted in each individual pack.

Foreign suppliers of all such items shall have their own local agent in Sri Lanka, capable of providing technical support, repair and spares, when necessary (**This clause No. 07 is not applicable for all Pharmaceuticals and all Consumable Surgical & Laboratory items)**

8. Freshly manufactured stocks of the product shall be supplied; thereby the residual Shelf Life (shelf life remaining at the time of delivery of goods in Sri Lanka/MSD stores/Sri Lanka) of the product, shall be 85% of the product shelf life specified in Indent/PO or as certified in the product registration certificate or indicated in any other way by NMRA)

(a) When the shelf life is not specified in the indent/PO/item spec; the requested shelf life shall be considered as, 36 months for consumable surgical items. (Shelf life of not applicable for surgical non-consumables) and 24 months for Pharma/Laboratory items. The Difference of the residual and requested product shelf life shall not exceed $1/6^{th}$ (one sixth) of the original product shelf life.

(b) In the violation of the above tender condition, Director/MSD reserves the right to accept a reduced quantity, that is usable (as per the actual consumption rate) up to three months before the expiry of same and will subject to application of a penalty (as clause No. 37 and footnote 01)

Standards & Quality

9. Standards; In respect of all Pharmaceutical products supplied, shall comply Pharmacopoeia Standards that are indicated in the item specifications, other Pharmacopoeia Standards accepted in the product registration by the National Medicines Regulatory Authority.

10. As per the product registration dossier approved by NMRA, the product information leaflet (PIL) for the Pharmaceuticals items and the user manual/instruction pamphlet for surgical items. With information to users regarding the; storage conditions, maintenance, and other product compatibilities, shall be provided with the product, for acceptance of goods by MSD.

Any product deficient of or incompatible with, its sub-components/accessories, not at the specified quality standards or all its components not unitized appropriately in packaging (as a set) shall be rejected.

11. Withdrawal from use of items due to quality failure found as manufacturer²s fault:

(a). In case of batch withdrawal, **value of entire batch quantity supplied** shall be recovered from the supplier.

(b).In case of product withdrawal, **value of entire product quantity** supplied shall be recovered from the supplier.

(c). In the event of either a) or b) above, supplier shall be charged the total **cost involved for MSD, of the quality failed supplies** with 25% administrative surcharge of the same.

12. The storage conditions and the packing requirements of the product shall conform to the information given by the manufacturer and accepted by NMRA for the product registration or shall conform to the information submitted for waiver of registration granted by NMRA in exceptional circumstances.(refer clause No.24)

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

13. Immediately after delivery at MSD, the consignments shall be subjected to testing appropriately drawn, one random batch sample (Post-delivery sample) of the consignment at a government/semi-government/accredited laboratory (to be selectively applied for Surgical & Lab items, depending on availability of testing methodology and facilities)

If the sample is found to be substandard, random batch samples will be tested from all the batches/lots in the consignment, and entire expenses on such tests, like value of samples, transport, sampling and testing charges, etc, will be recovered from the supplier.

14. Consignments supplied to MSD violating the storage conditions indicated on product labels and/or product information leaflet (as accepted for product registration at NMRA), shall be considered as quality affected consignments and quality assurance of such consignments shall be carried out by post-delivery testing at government / semi government laboratory in Sri Lanka or at an accredited laboratory (foreign/local). All the expenses on such an event, including storage cost shall be borne by the supplier. If found to be quality affected the consignment will be treated as quality failed (as clause No.11).

Pack size, Labeling & Packaging

15. Offers for pack sizes at a lower level(smaller quantity per pack) than the pack size specified in the item description/specification and MSD order List, are also acceptable, but higher level (larger quantity per pack) pack sizes will not be entertained unless otherwise offered with the original bid and accepted by the procurement committee, with the concurrence of MSD.

16. In respect of bulk packs of all pharmaceuticals (not applicable for blister/strip packs), ³DHS´ mark shall be
(a). embossed or printed in case of tablets
(b). printed in case of capsules

Above condition can be waved off, if the purchase order quantity is less than 100,000 tablets/capsules, with deliveries in one/more lots **or** when an exemption is notified in the special order conditions of the relevant MSD order list (**This clause No. 16 is not applicable for all consumable and Non consumable Surgical and Laboratory Items)**

17. Each; innermost pack, vial/ampoule, pre-filled syringe or bottle, shall bear the item Description, SR No, Batch No/Lot no., Product Reference/Catalogue No.s of Surgical items), Date of Manufacture, Date of Expiry (of consumables only) and ³STATE LOGO´ of Government of Sri Lanka.

It is essential to include and exactly match the dates of Expiry (not applicable for Surgical Non-consumables) & date of Manufacture (in any form as ³Year & Month´ or ³No Exp.´), in the innermost pack and supplier²s invoice.

18. Description of the Item, SR No, Date of Manufacture, Date of Expiry, Batch No, Name and address of manufacturer and ³STATE LOGO´ of Sri Lanka Government shall be clearly marked on the outer covering of the individual/innermost pack containing the minimum unit of measure, including blister & strip cards and on the outer cover of the carton/box.
Any deviations of the Date of Manufacture (DOM)/ Date of Expiry(DOE)declared in the offer shall be approved by MSD and DOM & DOE shall consist of at least the year & month.

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

20. Batch Number of the product shall be separately Barcoded (in Code 128 or 2D formats) and Barcode shall be printed on the labels at all levels of packing as described below, conforming to the industry standards in Barcode printing and pasting.
Format shall be according to Code 128 or 2D standards.
Maximum barcode size shall be 5.0cm (length) x 2.5cm (width).

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

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

Storage Conditions & Temperature

22. If the storage temperature & conditions are not specified in the item specification, NMRA accepted product storage conditions, shall conform to Sri Lankan ambient storage conditions in the ranges of 30^0c +/- 2^0c temperature and 75% +/-5% relative humidity. The product storage conditions shall be clearly indicated at all levels of labels/packages/boxes.

23. Maintenance of Cold Chain;

a. In case of cold storage items, cold chain monitors (temperature recording devices) shall be included for each carton and the cold chain shall be maintained according to the manufacturer²s instructions during storage, transport and delivery.

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

c. If the cold chain break is observed at the time of taking over the consignments by MSD, such consignments shall be rejected, indicating the reason on the relevant **WDN or copy of the delivery documents.** In such an event, the SPC shall arrange necessary cold storage for the consignment until ±observed cold chain break² is investigated leading to acceptance / total rejection of consignment and the expenses born by MSD / SPC in arranging the cold storage shall be recovered from the supplier.

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

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

24. In respect of the products requiring controlled temperature storage (Eg. < 25^0c, 2-25^0c, 15-20^0c/30^0c, 2-8^0c etc.), supplier shall provide MSD with latest product stability study reports with the invoice of the consignment.(report shall include studies; at 30^0c +/- 2^0c & 75% +/- 5% RH for **AC stored** items and at 25^0c +/- 2^0c & 60% +/- 5% RH for **Cold stored** items. It shall be a true copy of the latest report submitted to NMRA or a report issued within last 05 years). (refer clause No.12)

Delivery Requirements

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

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

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

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

(a). A penalty of 0.5% per day of the consignment value, calculated commencing from the 15th day up to 60th day delay from the due delivery date, as per the indent/PO or its² latest amended delivery schedules.

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

28. (i). If any local purchases were to be made by MSD/SPC to ensure continuity of supply (due to noncompliance of Indent/PO/its² amended; delivery schedule); in the ensuing period inclusive of the grace period for delivery from due delivery date, extra expenditure incurred on such local purchases, over the landed cost of relevant SPC main order, shall be recovered from the supplier.

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

29. In respect of local manufacturers/ local suppliers, all deliveries shall be made only on week days excluding public holidays, also allowing adequate time to enable the completion of the receiving process at MSD stores before 3.30 p.m.

In the event of failure to meet this deadline due to supplier²s fault (eg. In delivery; time, product, document, etc.) goods shall be accepted on the following working day, such date shall be counted for working out penalties as per No. 27 (regarding defaulted consignment) of the conditions of supply.
As an alternative, supplier can request MSD to take over the consignment on the same day, subject to settling all other expenses (i.e. staff OT, forklift charge, etc.) of MSD, by the supplier.

30. The extension of L/C²s overstepping delivery schedules in the Indent/PO/its² amendments, shall not in any way affect the recovery of late delivery charges, as per Condition No. 27 (regarding defaulted consignments) and any other direct or indirect additional costs/liquidated damages, relating/consequent to extension of L/C.

31. When adequate storage space is not available at MSD, to accept a delivery defaulted consignment (deviating from the delivery schedule in the Indent/PO/its² amendments) under the condition No. 27, any additional expenses caused to MSD or SPC in arranging temporary external storage and other expenses (eg. demurrage, detention, container storage, re-handling cum transport, etc.) shall be borne by the supplier.

Documents & Information

32. MSD Order No, Item Description, SR No, Batch No., Date of Manufacture, Date of Expiry and product Storage Condition, shall be indicated in all Supply Invoices and detailed Packing Lists.

33. One of the tender samples of the selected bid shall be forwarded to MSD, for using as a reference sample (can make it; a part of the last consignment or a returnable to supplier) for checking the conformity of the consignments received under the indent/PO. (applicable for all surgical items and laboratory regular items except when specified in respective order lists).

The product artwork or dimensional detail diagrams, product Catalogues and Catalog No²s, as necessary for the surgical items (**not relevant to pharmaceutical & Laboratory items)** shall be provided with the bid document, for reference in the; tender evaluation by SPC, ascertaining (before awarding) user acceptance of deviations from the spec by MSD and inspecting the consignments delivered to MSD.

The artwork of the; specimen labels, minimum pack and outer most box/shipper carton, that satisfies the above mentioned labeling conditions shall be provided before signing the contract with the performance bond.

34 The supplier shall submit all shipping documents to (Including Bills of Lading / Draft Air Way Bills etc.) SPC Imports department and MSD by e-mail (**follow instructions in website www.msd.gov.lk**), at least 03 days before the Expected Time of Arrival (ETA) of sea freighted consignments & 02 days before the ETA of Air freighted consignments.

35. After releasing the Indent/PO or establishing L/C, the latest logistical position of manufacturing & supply on the Indent/PO, shall be updated biweekly through e-mails to SPC with a copy to MSD by the supplier.(follow instructions in the website www.msd.gov.lk)
If it is not complied or the information so provided are found to be incomplete/false, the grace period (for supply delays) mentioned in the condition No. 27 will not be applicable.

Common conditions

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

37. Administrative surcharge of 25%(on the value of goods), will be applied for tender condition violations that cause deficiencies in supply with respect to; quality, standards & specifications, short packing & short supply or delayed delivery as per the cabinet decision. **(eg. As in conditions No. 08,05,10,13)**

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

(b) Part B-Special Order Conditions (SOC) of Supply

Note: SOCs are used, when it is really necessary to enable, item/order list specific deviations from the GOC clauses that are applicable to all or selected items in the order list concerned and in which case the relevant order list No. and SR No. s, shall be indicated separately against each clause of SOC, with the counter signature of Director (MSD) to make it effective.

Sufficient quantity of samples should be forwarded for evaluation.

Special Conditions

- Suppliers should submit all shipping documents including the Bill of lading or Air Way Bill to SPC at least 2-3 days prior to arrival of the consignments to prevent any delay in clearance.
- In the event of an award made to you on this tender, SPC reserve the right to cancel/suspend the procuring of said order in any stage, if you would be placed the defaulted supplier's list due to quality failure found in your previous supplies made to SPC or non compliance of contractual agreement.
- This bid is administered by the provisions of the "Public Contract Act No. 3 of 1987" and therefore, in the event bidder is to retain an agent, representative, nominee for and on behalf of Bid or shall register himself and such public contact act in accordance with the section 10 of the Public Contract Act and produce such valid original certificate of registration with the bid.
- 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.
- Destination Terminal Handling charges (THC) should be borne by the supplier at the Port of Loading. Hence when the C&F prices are quoted this should be inclusive of THC.
- The bid submitted should be duly signed and endorsed by the Bidder/ Tenderer him self (with the name and designation of the signatory) or by the representative. Representatives submit offers on behalf of their principals should submit a letter of authorization and power of attorney (if signing on behalf of the principals) and also should submit documentary proof on their registration as per the Act. No. 03 of 1987 with the Department of the Registrar of Companies – Sri Lanka.
- In the event of delivery of consignments deviating from given delivery schedule by MSD due to default of supplier and same is rejected due lack of storage space available at MSD warehouses, any resulting demurrage charges incurred shall be borne by the suppliers concerned.
- **All Shipment should be made exclusively on vessels belonging to the Ceylon Shipping Corporation or those chartered by CSC. Shipments on other vessels will be permitted in instances where vessels of the Ceylon Shipping Corporation do not call at the Port of Shipment or if they are not available for timely shipment of cargo. In which event the supplier should attach a waiver certificate issued by Ceylon Shipping Corporation on their Authorized Agent in the supplier's country.**

BID NO: DHS/S/WW/76/24 CLOSING ON : 25.08.2023 at 9.00 a.m.

ORDER LIST NUMBER: 2024/SPC/N/R/S/00084

ITEM NO	SR NO	ITEM	QTY	DELIVERY	Bid Bond value (LKR)
1	14900103	Biopsy Punch, size 3mm, disposable, sterile Packing: 1 Nos.	2300 Nos.	2300-Jun/2024	42,150.00

All tenderers should furnish an unconditional Bid Bond encashable on demand to the value mentioned in the item list. Bid Bond should be submitted with valid up to 21.03.2024 together with the tender

1. Page 9 Condition No. 19.b

Registrar of public contracts

This clause should be amended as awards over Sri Lanka rupees Five Million instead of (LKR) Ten Million.

1. Page 10 Condition No. 20. A

Representative samples in respect of items offered should be submitted to reach SPC on or before the closing time on the closing date of tender and acknowledgement receipt to be obtained from Administration Department of SPC.

Contract:
The successful supplier should agree to enter into a contract/Agreement is applicable normally for awards which are over LKR 500,000.00 instead of 10.0 Million.

Bidding Document Fee- As per the guideline 6.1.1 (a) of the Government Procurement Guidelines 2006.

A non refundable fee of Rs. 3,000/= + taxes should be paid in cash to SPC for each set of Tender Documents

Amendments of Bidding Document for Procurement of Surgical/Lab items

(1) **Clause 8**

(a) Bid Bonds to be submitted for each item (SR Number) when estimated value of each item exceeds LKR 01 Million.

(b) Value and validity applicable for the submission of Bid Bond for each item should be as indicated therein.

08.2 The Bid Bond should be valid for at least 30 days beyond the validity of the Bid.

(c) To be deleted.

(2) **Clause 12**

Amend as **REIMBURSEMENT**

12.1 Corporation reserves 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 labeling.

(3) **Clause 16.6**

Any request for a price increment due to LKR depreciating against foreign currency will not be accepted and such bid will be rejected at the preliminary stage of bid evaluation.

(4) **Clause 28.0**

Evaluation will be done as per Bid Form (Annex – II B) and Bid Evaluation Summary Sheet. (Annex – II C, to be submitted along with the Bid and a soft copy as per instruction given in www.spc.lk Web Site)

(5) 2nd column of Annex II B amend as "FULL DESCRIPTION OF ITEM OFFERED THE STANDARD & STORAGE CONDITION"

(6) Annex – 1 to be amend as follows.

SPECIMEN OF ANNEX – 1

ANNEX – 1

BID NO/ BID REFERENCE :
(TENDER NO)

DATE OF ISSUE :

CLOSING DATE & TIME :
(SRI LANKAN TIME)

ORDER LIST NO :

SR No	Item Description/ Specifications	Quantity	Delivery Schedule

Amount of Bid Bond : LKR …….. or USD …….. to be submitted along with the Bid Bond valid till …… (date)

Bid validity period : Bid should be valid till …….. (date)

Bid Document Fee : ……
(should be paid in cash to SPC for each set of Bid Documents)

MSD CONDITIONS OF SUPPLY

1.
2.

Abbreviations : SPC ; State Pharmaceuticals Corporation, MSD; Medical Supplies Division

Annex VI

SPECIMEN OF CONTRACT FORM (IB)

STATE PHARMACEUTICALS CORPORATION OF SRI LANKA

(Established under the State Industrial Corporation Act, No. 49 of *1957)*
"Mehewara Piyasa", 16th Floor, No. 41, Kirula Road, Colombo 05,Sri Lanka.
Telephone (00)94-1-2335008 Fax: (00)94-11-2582495
E-mail: dgmsurgical@spc.lk or mgrsurgical@spc.lk

DEMOCRATIC SOCIALISTREPUBLIC OF SRI LANKA
AGREEMENT

SPC Ref. No Date :
Bid Ref.

This **AGREEMENT** made and entered into between the State Pharmaceuticals Corporation of Sri Lanka, a Corporation established under the State Industrial Corporation Act. No. 49 of 1957 and having its Head Office at "Mehewara Piyasa", 16th Floor, No. 41, Kirula Road, Colombo 05, 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 **FIRST PART**

AND

M/s …………………………………………………………………..
…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 **SECOND PART.**

AND

M/s …………………………………………………………………..
…business under the time, style and firm of a company duly registered and carrying business (hereinafter called "the Local Agent" 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 **THIRD PART.**

Whereas the State Pharmaceuticals Corporation has accepted the bid of M/s ………
…………………………………………………… for the supply and delivery of……………………………… as per the attached indent for ……… marked SPC …………… . Dated ………………… and M/s …………………………………… will act as local agent of the supplier for all matters arising out of supplies here of.

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. The following documents: -

   (a) Conditions of Contract marked – Annex 1
   (b) Bid Documents marked – Annex 2
   (c) Copy of Indent marked – Annex 3

(hereinafter called ñthe Contract Documentsò) showing and describing the nature and scope of the agreement duly signed by three parties shall be deemed to form and be read and construed as part and partial 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, and the local agent will be responsible for all the matters regarding the supplies which do not confirm to required standard..

The supplier shall be paid for such supply and delivery of the goods according to the Indent marked and in the manner and at the times hereinafter specified.

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

In witness whereof the State Pharmaceuticals Corporation has caused its Common Seal to be affixed and é é é é é é é é é and é é é é é é é é é é . of State Pharmaceuticals Corporation have set their hands and Supplier and the Local Agent has placed its hand/caused its Common Seal to be affixed hereunto and to two other of the same tenor on this é é é é é .20é

The Common Seal of M/s (supplier)é é é é é é é é é é é é é é é é é é ... herein.

1. ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ..

President/Managing Director/C.E.O.

2. ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ..

Director

Witnesses

Signature	Name, Address and ID No./Passport No.
1. é é é é é é é é é é é .	é é é é é é é é é é é é é é é ..
2. é é é é é é é é é é é .	é é é é é é é é é é é é é é é é

The Common Seal of M/s. é é é é é é é é é é é é é é é (Local Agent) herein.

é é é é é é é é é é é é é é é .
President/Managing Director/C.E.O.

é é é é é é é é é é é é é é é .
Director

Witnesses

Signature	Name, Address and ID No./Passport No.
1. é é é é é é é é é é é .	é é é é é é é é é é é é é é é ..
2. é é é é é é é é é é é .	é é é é é é é é é é é é é é é é

CONDITIONS OF CONTRACT

3.FREE REPLACEMENT /REIMBURSEMENT

3.1 SPC reserves the right to call for Free Replacement/Reimbursement in the event of

3.1.1 Short packing
3.1.2 Loss/damage or deterioration of goods supplied (within shelf-life if applicable)
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/or quality standards to the satisfaction of Medical Supplies Division of Sri Lanka/ State Pharmaceuticals Corporation of Sri Lanka.

3.2 In the event of a quality problem, Batch samples would be tested by SPC its authorized personnel at the NMQAL or SPC Quality Assurance Laboratory or any other Quality Assurance Laboratory nominated by SPC or its fitness for use will be determined by and expert Committee appointed by the relevant authority.

3.3 **Withdrawal from use of Item due to quality failure.**

a) In case of batch withdrawal due to quality failure, the supplier/ manufacturer shall reimburse the value of entire batch quantity supplied.
b) In case of product withdrawal due to quality failure, the supplier/ manufacturer shall reimburse the value of entire product quantity supplied.
c) In the event of either a) or b) above the supplier/ manufacturer shall be surcharged additional 25% of the total value concerned as administrative cost.

Samples from the available batches will be retained by 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 and the Local Agent agreed to reimburse the SPC the landed cost and an additional 25% surcharge of the total quantity supplied.

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 7 working days of receipt of same in writing. Parties however shall endeavours 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 parties at the respective addresses at the beginning hereof written.

The common seal of State Pharmaceuticals Corporation of Sri Lanka was affixed)

heretoé)
é .)
é .)
é .)

Authorized signatory

Authorized signatory

<u>Witnesses</u>

Signature Name, Address and ID No

1……………….. **……………………………………………**

2………………… **……………………………………………**

HP/ns

ANNEX – 1

BID NO. : DHS/S/WW/84/24
DATE OF ISSUE : 18TH JULY 2023
CLOSING DATE & TIME : 29TH AUGUST 2023 AT 09.00 HOURS SRI LANKA TIME

Special Conditions for tendering :

1. Offers should be accompanied with the valid registration certificate issued by the National Medicine Regulatory Authority in Sri Lanka
2. Offered item should bear both our SR number and the Item number. However at the bid opening only the item numbers will be read out. Therefore price quoted should be shown against each item number.
3. If the shipment is being effected on FCL basis both FOB and Freight charges should be quoted separately against each item in addition to quoted C & F price.
4. The volume of the total quantity of each item should be given in cubic meters (m^3)
5. **Foreign offers should be on C & F (CPT/CFR) Colombo basis. FOB offers are not acceptable. If offers are received on Import & Supply basis from local suppliers, those offers should be in LKR. All local suppliers/manufacturers should quote in LKR for the total delivery price to MSD stores.**
6. **Fax/E-mail offers directly sent to State Pharmaceuticals Corporation are not acceptable. Tenderers are requested to draw their attention to the clause "Submission of Bids" of the bid document in this regard.**
7. 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.
8. The original payment receipt has to be annexed to the offer. Offers without same will be rejected.
9. We reserve the right to reject offers which do not comply above.
10. The offer should be valid up to 24.02.2024

CONDITIONS FOR SUPPLY OF SURGICAL ITEMS

(a) Part A-General Order Conditions (GOC) of Supply

1. The consignments supplied in respect of an order concerned, shall exactly match with the reference sample submitted and the product information (item descriptions, shelf life/warranty where applicable, manufacturer²s name, country of manufacture, country of origin, etc.) provided in the bid document by the supplier, which has been accepted by the procurement committee, and included in the Indent / Purchase Order (PO), issued by SPC.

2. All items shall be supplied, sourcing from the manufacturer and country of manufacturer, stated in the Purchase Order (PO)/Indent of SPC and wherever applicable shall have a valid product registration or waiver of registration from NMRA.

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

When the validity of the product/manufacturing licenses and registrations of NMRA (eg; manufacturing license, product registration and GMP certificates), of local manufacturers / local suppliers, lapses during the year or during the period of supply (delivery schedule), it shall be extended / renewed by the supplier.

A certified copies of afore mentioned valid certificates shall be submitted to MSD by the supplier when deliveries are made.

4. The number of batches per consignment shall be minimal. Batch quantity shall be an equal multiple of the quantity of the consignment and the proportionate size of the batch quantity shall be not less than 15% of the quantity in the consignment.

5. If MSD decides to accept a part or full consignment, with deviations from certain tender conditions (eg: with regard to labeling/packaging etc. due to an urgency, that shall be done subject to, either rectifying the defect within 05 working days by the supplier, or recovering the total cost [a] of rectifying the defect by MSD (via a duly contracted third party providing such services), from the supplier with a 25% surcharge on the labeling cost. (total charge = [a]+[a]x0.25) or 2% of the invoiced value, whichever is the highest.

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

6. The specifications of the product offered by the suppliers in the tender, shall match with the tender specifications for the item and **any form of alternate offers for the same, will not be entertained,** when there are product/s offered in compliance with the tender specification.

Shelf life & Warrantees

7. In respect of Non consumables; laboratory items and surgical items: Manufacturer or supplier or local agent shall provide a warranty for a period, not less than as specified in the specification of the item and /or it²s sub components/articles supplied (eg: Special Instrument sets), unless otherwise agreed upon prior to awarding the tender.

The supplier²s invoice shall indicate, the validity period of the warrantee from the date of receiving goods at MSD and a warrantee card with all details, including the local contact details of warrantee services provider, shall also be inserted in each individual pack.

Foreign suppliers of all such items shall have their own local agent in Sri Lanka, capable of providing technical support, repair and spares, when necessary (**This clause No. 07 is not applicable for all Pharmaceuticals and all Consumable Surgical & Laboratory items)**

8. Freshly manufactured stocks of the product shall be supplied; thereby the residual Shelf Life (shelf life remaining at the time of delivery of goods in Sri Lanka/MSD stores/Sri Lanka) of the product, shall be 85% of the product shelf life specified in Indent/PO or as certified in the product registration certificate or indicated in any other way by NMRA)

(a) When the shelf life is not specified in the indent/PO/item spec; the requested shelf life shall be considered as, 36 months for consumable surgical items. (Shelf life of not applicable for surgical non-consumables) and 24 months for Pharma/Laboratory items. The Difference of the residual and requested product shelf life shall not exceed $1/6^{th}$ (one sixth) of the original product shelf life.

(b) In the violation of the above tender condition, Director/MSD reserves the right to accept a reduced quantity, that is usable (as per the actual consumption rate) up to three months before the expiry of same and will subject to application of a penalty (as clause No. 37 and footnote 01)

Standards & Quality

9. Standards; In respect of all Pharmaceutical products supplied, shall comply Pharmacopoeia Standards that are indicated in the item specifications, other Pharmacopoeia Standards accepted in the product registration by the National Medicines Regulatory Authority.

10. As per the product registration dossier approved by NMRA, the product information leaflet (PIL) for the Pharmaceuticals items and the user manual/instruction pamphlet for surgical items. With information to users regarding the; storage conditions, maintenance, and other product compatibilities, shall be provided with the product, for acceptance of goods by MSD.

Any product deficient of or incompatible with, its sub-components/accessories, not at the specified quality standards or all its components not unitized appropriately in packaging (as a set) shall be rejected.

11. Withdrawal from use of items due to quality failure found as manufacturer²s fault:

(a). In case of batch withdrawal, **value of entire batch quantity supplied** shall be recovered from the supplier.

(b).In case of product withdrawal, **value of entire product quantity** supplied shall be recovered from the supplier.

(c). In the event of either a) or b) above, supplier shall be charged the total **cost involved for MSD, of the quality failed supplies** with 25% administrative surcharge of the same.

12. The storage conditions and the packing requirements of the product shall conform to the information given by the manufacturer and accepted by NMRA for the product registration or shall conform to the information submitted for waiver of registration granted by NMRA in exceptional circumstances.(refer clause No.24)

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

13. Immediately after delivery at MSD, the consignments shall be subjected to testing appropriately drawn, one random batch sample (Post-delivery sample) of the consignment at a government/semi-government/accredited laboratory (to be selectively applied for Surgical & Lab items, depending on availability of testing methodology and facilities)

If the sample is found to be substandard, random batch samples will be tested from all the batches/lots in the consignment, and entire expenses on such tests, like value of samples, transport, sampling and testing charges, etc, will be recovered from the supplier.

14. Consignments supplied to MSD violating the storage conditions indicated on product labels and/or product information leaflet (as accepted for product registration at NMRA), shall be considered as quality affected consignments and quality assurance of such consignments shall be carried out by post-delivery testing at government / semi government laboratory in Sri Lanka or at an accredited laboratory (foreign/local). All the expenses on such an event, including storage cost shall be borne by the supplier. If found to be quality affected the consignment will be treated as quality failed (as clause No.11).

Pack size, Labeling & Packaging

15. Offers for pack sizes at a lower level(smaller quantity per pack) than the pack size specified in the item description/specification and MSD order List, are also acceptable, but higher level (larger quantity per pack) pack sizes will not be entertained unless otherwise offered with the original bid and accepted by the procurement committee, with the concurrence of MSD.

16. In respect of bulk packs of all pharmaceuticals (not applicable for blister/strip packs), ³DHS´ mark shall be
(a). embossed or printed in case of tablets
(b). printed in case of capsules

Above condition can be waved off, if the purchase order quantity is less than 100,000 tablets/capsules, with deliveries in one/more lots **or** when an exemption is notified in the special order conditions of the relevant MSD order list (**This clause No. 16 is not applicable for all consumable and Non consumable Surgical and Laboratory Items)**

17. Each; innermost pack, vial/ampoule, pre-filled syringe or bottle, shall bear the item Description, SR No, Batch No/Lot no., Product Reference/Catalogue No.s of Surgical items), Date of Manufacture, Date of Expiry (of consumables only) and ³STATE LOGO´ of Government of Sri Lanka.

It is essential to include and exactly match the dates of Expiry (not applicable for Surgical Non-consumables) & date of Manufacture (in any form as ³Year & Month´ or ³No Exp.´), in the innermost pack and supplier²s invoice.

18. Description of the Item, SR No, Date of Manufacture, Date of Expiry, Batch No, Name and address of manufacturer and ³STATE LOGO´ of Sri Lanka Government shall be clearly marked on the outer covering of the individual/innermost pack containing the minimum unit of measure, including blister & strip cards and on the outer cover of the carton/box.
Any deviations of the Date of Manufacture (DOM)/ Date of Expiry(DOE)declared in the offer shall be approved by MSD and DOM & DOE shall consist of at least the year & month.

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

20. Batch Number of the product shall be separately Barcoded (in Code 128 or 2D formats) and Barcode shall be printed on the labels at all levels of packing as described below, conforming to the industry standards in Barcode printing and pasting.
Format shall be according to Code 128 or 2D standards.
Maximum barcode size shall be 5.0cm (length) x 2.5cm (width).

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

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

Storage Conditions & Temperature

22. If the storage temperature & conditions are not specified in the item specification, NMRA accepted product storage conditions, shall conform to Sri Lankan ambient storage conditions in the ranges of 30^0c +/- 2^0c temperature and 75% +/-5% relative humidity. The product storage conditions shall be clearly indicated at all levels of labels/packages/boxes.

23. Maintenance of Cold Chain;

a. In case of cold storage items, cold chain monitors (temperature recording devices) shall be included for each carton and the cold chain shall be maintained according to the manufacturer²s instructions during storage, transport and delivery.

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

c. If the cold chain break is observed at the time of taking over the consignments by MSD, such consignments shall be rejected, indicating the reason on the relevant **WDN or copy of the delivery documents.** In such an event, the SPC shall arrange necessary cold storage for the consignment until ±observed cold chain break² is investigated leading to acceptance / total rejection of consignment and the expenses born by MSD / SPC in arranging the cold storage shall be recovered from the supplier.

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

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

24. In respect of the products requiring controlled temperature storage (Eg. < 25^0c, 2-25^0c, 15-20^0c/30^0c, 2-8^0c etc.), supplier shall provide MSD with latest product stability study reports with the invoice of the consignment.(report shall include studies; at 30^0c +/- 2^0c & 75% +/- 5% RH for **AC stored** items and at 25^0c +/- 2^0c & 60% +/- 5% RH for **Cold stored** items. It shall be a true copy of the latest report submitted to NMRA or a report issued within last 05 years). (refer clause No.12)

Delivery Requirements

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

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

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

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

(a). A penalty of 0.5% per day of the consignment value, calculated commencing from the 15th day up to 60th day delay from the due delivery date, as per the indent/PO or its² latest amended delivery schedules.

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

28. (i). If any local purchases were to be made by MSD/SPC to ensure continuity of supply (due to noncompliance of Indent/PO/its² amended; delivery schedule); in the ensuing period inclusive of the grace period for delivery from due delivery date, extra expenditure incurred on such local purchases, over the landed cost of relevant SPC main order, shall be recovered from the supplier.

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

29. In respect of local manufacturers/ local suppliers, all deliveries shall be made only on week days excluding public holidays, also allowing adequate time to enable the completion of the receiving process at MSD stores before 3.30 p.m.

In the event of failure to meet this deadline due to supplier²s fault (eg. In delivery; time, product, document, etc.) goods shall be accepted on the following working day, such date shall be counted for working out penalties as per No. 27 (regarding defaulted consignment) of the conditions of supply.
As an alternative, supplier can request MSD to take over the consignment on the same day, subject to settling all other expenses (i.e. staff OT, forklift charge, etc.) of MSD, by the supplier.

30. The extension of L/C²s overstepping delivery schedules in the Indent/PO/its² amendments, shall not in any way affect the recovery of late delivery charges, as per Condition No. 27 (regarding defaulted consignments) and any other direct or indirect additional costs/liquidated damages, relating/consequent to extension of L/C.

31. When adequate storage space is not available at MSD, to accept a delivery defaulted consignment (deviating from the delivery schedule in the Indent/PO/its² amendments) under the condition No. 27, any additional expenses caused to MSD or SPC in arranging temporary external storage and other expenses (eg. demurrage, detention, container storage, re-handling cum transport, etc.) shall be borne by the supplier.

Documents & Information

32. MSD Order No, Item Description, SR No, Batch No., Date of Manufacture, Date of Expiry and product Storage Condition, shall be indicated in all Supply Invoices and detailed Packing Lists.

33. One of the tender samples of the selected bid shall be forwarded to MSD, for using as a reference sample (can make it; a part of the last consignment or a returnable to supplier) for checking the conformity of the consignments received under the indent/PO. (applicable for all surgical items and laboratory regular items except when specified in respective order lists).

The product artwork or dimensional detail diagrams, product Catalogues and Catalog No²s, as necessary for the surgical items (**not relevant to pharmaceutical & Laboratory items)** shall be provided with the bid document, for reference in the; tender evaluation by SPC, ascertaining (before awarding) user acceptance of deviations from the spec by MSD and inspecting the consignments delivered to MSD.

The artwork of the; specimen labels, minimum pack and outer most box/shipper carton, that satisfies the above mentioned labeling conditions shall be provided before signing the contract with the performance bond.

34 The supplier shall submit all shipping documents to (Including Bills of Lading / Draft Air Way Bills etc.) SPC Imports department and MSD by e-mail (**follow instructions in website www.msd.gov.lk**), at least 03 days before the Expected Time of Arrival (ETA) of sea freighted consignments & 02 days before the ETA of Air freighted consignments.

35. After releasing the Indent/PO or establishing L/C, the latest logistical position of manufacturing & supply on the Indent/PO, shall be updated biweekly through e-mails to SPC with a copy to MSD by the supplier.(follow instructions in the website www.msd.gov.lk)
If it is not complied or the information so provided are found to be incomplete/false, the grace period (for supply delays) mentioned in the condition No. 27 will not be applicable.

Common conditions

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

37. Administrative surcharge of 25%(on the value of goods), will be applied for tender condition violations that cause deficiencies in supply with respect to; quality, standards & specifications, short packing & short supply or delayed delivery as per the cabinet decision. **(eg. As in conditions No. 08,05,10,13)**

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

(b) Part B-Special Order Conditions (SOC) of Supply

Note: SOCs are used, when it is really necessary to enable, item/order list specific deviations from the GOC clauses that are applicable to all or selected items in the order list concerned and in which case the relevant order list No. and SR No. s, shall be indicated separately against each clause of SOC, with the counter signature of Director (MSD) to make it effective.

Sufficient quantity of samples should be forwarded for evaluation.

Special Conditions

- Suppliers should submit all shipping documents including the Bill of lading or Air Way Bill to SPC at least 2-3 days prior to arrival of the consignments to prevent any delay in clearance.
- In the event of an award made to you on this tender, SPC reserve the right to cancel/suspend the procuring of said order in any stage, if you would be placed the defaulted supplier's list due to quality failure found in your previous supplies made to SPC or non compliance of contractual agreement.
- This bid is administered by the provisions of the "Public Contract Act No. 3 of 1987" and therefore, in the event bidder is to retain an agent, representative, nominee for and on behalf of Bid or shall register himself and such public contact act in accordance with the section 10 of the Public Contract Act and produce such valid original certificate of registration with the bid.
- 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.
- Destination Terminal Handling charges (THC) should be borne by the supplier at the Port of Loading. Hence when the C&F prices are quoted this should be inclusive of THC.
- The bid submitted should be duly signed and endorsed by the Bidder/ Tenderer him self (with the name and designation of the signatory) or by the representative. Representatives submit offers on behalf of their principals should submit a letter of authorization and power of attorney (if signing on behalf of the principals) and also should submit documentary proof on their registration as per the Act. No. 03 of 1987 with the Department of the Registrar of Companies – Sri Lanka.
- In the event of delivery of consignments deviating from given delivery schedule by MSD due to default of supplier and same is rejected due lack of storage space available at MSD warehouses, any resulting demurrage charges incurred shall be borne by the suppliers concerned.
- **All Shipment should be made exclusively on vessels belonging to the Ceylon Shipping Corporation or those chartered by CSC. Shipments on other vessels will be permitted in instances where vessels of the Ceylon Shipping Corporation do not call at the Port of Shipment or if they are not available for timely shipment of cargo. In which event the supplier should attach a waiver certificate issued by Ceylon Shipping Corporation on their Authorized Agent in the supplier's country.**

BID NO: DHS/S/WW/84/24 CLOSING ON : 29.08.2023 at 9.00 a.m.

ORDER LIST NUMBER: 2024/SPC/N/R/S/00295

ITEM NO	SR NO	ITEM	QTY	DELIVERY	Bid Bond value (LKR)
3	18102601	Brushes for Dental Prophylactic Work, with nylon bristles and nickel plated shanks with small cup, for Contra Angle hand piece. Packing: 1 Nos.	14,000 Nos.	7000-Jan/2024 7000-Jun/2024	50,960.00
5	18102405	Paste Carriers, Engine driven, 25mm length, sizes 1 - 4. Packing: 1 pack	600 pack	300-Jan/2024 300-Jun/2024	N/A
6	18102404	Paste Carriers, Engine driven, 21mm length, sizes 1 - 4. Packing: 1 Nos.	1,240 Nos.	620-Jan/2024 620-Jun/2024	20,120.00
9	18101701	Tungsten Carbide Dental Burs Round, ISO size 012, 21mm/22mm shank length, for Latch Type Contra Angle hand piece. Packing: 1 Nos.	1,450 Nos.	750-Jan/2024 700-Jun/2024	N/A
10	18101315	Diamond Dental Burs Round, ISO size 012, shank length 20mm - 22mm, for Friction Grip Contra Angle hand piece. Packing: 1 Nos.	2,000 Nos.	1000-Jan/2024 1000-Jun/2024	N/A
12	18101313	Diamond Dental Burs Round, ISO size 012, shank length 24mm/25mm, for Friction Grip Contra Angle hand piece Packing: 1 Nos.	1,160 Nos.	600-Jan/2024 560-Jun/2024	N/A

Packing: 1 Nos.

All tenderers should furnish an unconditional Bid Bond encashable on demand to the value mentioned in the item list. Bid Bond should be submitted with valid up to 25.03.2024 together with the tender

1. Page 9 Condition No. 19.b

Registrar of public contracts

This clause should be amended as awards over Sri Lanka rupees Five Million instead of (LKR) Ten Million.

1. Page 10 Condition No. 20. A

Representative samples in respect of items offered should be submitted to reach SPC on or before the closing time on the closing date of tender and acknowledgement receipt to be obtained from Administration Department of SPC.

Contract:
The successful supplier should agree to enter into a contract/Agreement is applicable normally for awards which are over LKR 500,000.00 instead of 10.0 Million.

Bidding Document Fee- As per the guideline 6.1.1 (a) of the Government Procurement Guidelines 2006.

A non refundable fee of Rs. 3,000/= + taxes should be paid in cash to SPC for each set of Tender Documents

Amendments of Bidding Document for Procurement of Surgical/Lab items

(1) **Clause 8**

(a) Bid Bonds to be submitted for each item (SR Number) when estimated value of each item exceeds LKR 01 Million.

(b) Value and validity applicable for the submission of Bid Bond for each item should be as indicated therein.

08.2 The Bid Bond should be valid for at least 30 days beyond the validity of the Bid.

(c) To be deleted.

(2) **Clause 12**

Amend as **REIMBURSEMENT**

12.1 Corporation reserves 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 labeling.

(3) **Clause 16.6**

Any request for a price increment due to LKR depreciating against foreign currency will not be accepted and such bid will be rejected at the preliminary stage of bid evaluation.

(4) **Clause 28.0**

Evaluation will be done as per Bid Form (Annex – II B) and Bid Evaluation Summary Sheet. (Annex – II C, to be submitted along with the Bid and a soft copy as per instruction given in www.spc.lk Web Site)

(5) 2nd column of Annex II B amend as "FULL DESCRIPTION OF ITEM OFFERED THE STANDARD & STORAGE CONDITION"

(6) Annex – 1 to be amend as follows.

SPECIMEN OF ANNEX – 1

ANNEX – 1

BID NO/ BID REFERENCE :
(TENDER NO)

DATE OF ISSUE :

CLOSING DATE & TIME :
(SRI LANKAN TIME)

ORDER LIST NO :

SR No	Item Description/ Specifications	Quantity	Delivery Schedule

Amount of Bid Bond : LKR …….. or USD …….. to be submitted along with the Bid Bond valid till …… (date)

Bid validity period : Bid should be valid till …….. (date)

Bid Document Fee : ……
(should be paid in cash to SPC for each set of Bid Documents)

MSD CONDITIONS OF SUPPLY

1.
2.

Abbreviations : SPC ; State Pharmaceuticals Corporation, MSD; Medical Supplies Division

Annex VI

SPECIMEN OF CONTRACT FORM (IB)

STATE PHARMACEUTICALS CORPORATION OF SRI LANKA

(Established under the State Industrial Corporation Act, No. 49 of *1957)*
"Mehewara Piyasa", 16th Floor, No. 41, Kirula Road, Colombo 05,Sri Lanka.
Telephone (00)94-1-2335008 Fax: (00)94-11-2582495
E-mail: dgmsurgical@spc.lk or mgrsurgical@spc.lk

DEMOCRATIC SOCIALISTREPUBLIC OF SRI LANKA
AGREEMENT

SPC Ref. No Date :
Bid Ref.

This **AGREEMENT** made and entered into between the State Pharmaceuticals Corporation of Sri Lanka, a Corporation established under the State Industrial Corporation Act. No. 49 of 1957 and having its Head Office at "Mehewara Piyasa", 16th Floor, No. 41, Kirula Road, Colombo 05, 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 **FIRST PART**

AND

M/s …………………………………………………………………………………………………… ..
…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 **SECOND PART.**

AND

M/s …………………………………………………………………………………………………… ..
…business under the time, style and firm of a company duly registered and carrying business (hereinafter called "the Local Agent" 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 **THIRD PART.**

Whereas the State Pharmaceuticals Corporation has accepted the bid of M/s ………………
………………………………………………………………………… for the supply and delivery of…………………………………………… as per the attached indent for ……………… marked SPC …………………………………… . Dated …………………………………… and M/s …………………………………………………… will act as local agent of the supplier for all matters arising out of supplies here of.

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. The following documents:
   (a) Conditions of Contract marked – Annex 1
   (b) Bid Documents marked – Annex 2
   (c) Copy of Indent marked – Annex 3

(hereinafter called ñthe Contract Documentsò) showing and describing the nature and scope of the agreement duly signed by three parties shall be deemed to form and be read and construed as part and partial 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, and the local agent will be responsible for all the matters regarding the supplies which do not confirm to required standard..

The supplier shall be paid for such supply and delivery of the goods according to the Indent marked and in the manner and at the times hereinafter specified.

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

In witness whereof the State Pharmaceuticals Corporation has caused its Common Seal to be affixed and é é é é é é é é é and é é é é é é é é é é . of State Pharmaceuticals Corporation have set their hands and Supplier and the Local Agent has placed its hand/caused its Common Seal to be affixed hereunto and to two other of the same tenor on this é é é é é .20é

The Common Seal of M/s (supplier)é é é é é é é é é é é é é é é é é é ... herein.

1. ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ..

President/Managing Director/C.E.O.

2. ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ..

Director

Witnesses

Signature	Name, Address and ID No./Passport No.
1. é é é é é é é é é é é .	é é é é é é é é é é é é é é é ..
2. é é é é é é é é é é é .	é é é é é é é é é é é é é é é é

The Common Seal of M/s. é é é é é é é é é é é é é é é (Local Agent) herein.

é é é é é é é é é é é é é é é .
President/Managing Director/C.E.O.

é é é é é é é é é é é é é é é .
Director

Witnesses

Signature	Name, Address and ID No./Passport No.
1. é é é é é é é é é é é .	é é é é é é é é é é é é é é é ..
2. é é é é é é é é é é é .	é é é é é é é é é é é é é é é é

CONDITIONS OF CONTRACT

3.FREE REPLACEMENT /REIMBURSEMENT

3.1 SPC reserves the right to call for Free Replacement/Reimbursement in the event of

- 3.1.1 Short packing
- 3.1.2 Loss/damage or deterioration of goods supplied (within shelf-life if applicable)
- 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/or quality standards to the satisfaction of Medical Supplies Division of Sri Lanka/ State Pharmaceuticals Corporation of Sri Lanka.

3.2 In the event of a quality problem, Batch samples would be tested by SPC its authorized personnel at the NMQAL or SPC Quality Assurance Laboratory or any other Quality Assurance Laboratory nominated by SPC or its fitness for use will be determined by and expert Committee appointed by the relevant authority.

3.3 **Withdrawal from use of Item due to quality failure.**

a) In case of batch withdrawal due to quality failure, the supplier/ manufacturer shall reimburse the value of entire batch quantity supplied.
b) In case of product withdrawal due to quality failure, the supplier/ manufacturer shall reimburse the value of entire product quantity supplied.
c) In the event of either a) or b) above the supplier/ manufacturer shall be surcharged additional 25% of the total value concerned as administrative cost.

Samples from the available batches will be retained by 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 and the Local Agent agreed to reimburse the SPC the landed cost and an additional 25% surcharge of the total quantity supplied.

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 7 working days of receipt of same in writing. Parties however shall endeavours 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 parties at the respective addresses at the beginning hereof written.

The common seal of State Pharmaceuticals Corporation of Sri Lanka was affixed)

heretoé)
é .)
é .)
é .)

Authorized signatory

Authorized signatory

<u>Witnesses</u>

Signature Name, Address and ID No

1……………….. **……………………………………………**

2………………… **……………………………………………**

VH/ns

ANNEX – 1

BID NO. : DHS/S/WW/85/24
DATE OF ISSUE : 18TH JULY 2023
CLOSING DATE & TIME : 29TH AUGUST 2023 AT 09.00 HOURS SRI LANKA TIME

Special Conditions for tendering :

1. Offers should be accompanied with the valid registration certificate issued by the National Medicine Regulatory Authority in Sri Lanka
2. Offered item should bear both our SR number and the Item number. However at the bid opening only the item numbers will be read out. Therefore price quoted should be shown against each item number.
3. If the shipment is being effected on FCL basis both FOB and Freight charges should be quoted separately against each item in addition to quoted C & F price.
4. The volume of the total quantity of each item should be given in cubic meters (m^3)
5. **Foreign offers should be on C & F (CPT/CFR) Colombo basis. FOB offers are not acceptable. If offers are received on Import & Supply basis from local suppliers, those offers should be in LKR. All local suppliers/manufacturers should quote in LKR for the total delivery price to MSD stores.**
6. **Fax/E-mail offers directly sent to State Pharmaceuticals Corporation are not acceptable. Tenderers are requested to draw their attention to the clause "Submission of Bids" of the bid document in this regard.**
7. 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.
8. The original payment receipt has to be annexed to the offer. Offers without same will be rejected.
9. We reserve the right to reject offers which do not comply above.
10. The offer should be valid up to 24.02.2024

CONDITIONS FOR SUPPLY OF SURGICAL ITEMS

(a) Part A-General Order Conditions (GOC) of Supply

1. The consignments supplied in respect of an order concerned, shall exactly match with the reference sample submitted and the product information (item descriptions, shelf life/warranty where applicable, manufacturer²s name, country of manufacture, country of origin, etc.) provided in the bid document by the supplier, which has been accepted by the procurement committee, and included in the Indent / Purchase Order (PO), issued by SPC.

2. All items shall be supplied, sourcing from the manufacturer and country of manufacturer, stated in the Purchase Order (PO)/Indent of SPC and wherever applicable shall have a valid product registration or waiver of registration from NMRA.

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

When the validity of the product/manufacturing licenses and registrations of NMRA (eg; manufacturing license, product registration and GMP certificates), of local manufacturers / local suppliers, lapses during the year or during the period of supply (delivery schedule), it shall be extended / renewed by the supplier.

A certified copies of afore mentioned valid certificates shall be submitted to MSD by the supplier when deliveries are made.

4. The number of batches per consignment shall be minimal. Batch quantity shall be an equal multiple of the quantity of the consignment and the proportionate size of the batch quantity shall be not less than 15% of the quantity in the consignment.

5. If MSD decides to accept a part or full consignment, with deviations from certain tender conditions (eg: with regard to labeling/packaging etc. due to an urgency, that shall be done subject to, either rectifying the defect within 05 working days by the supplier, or recovering the total cost [a] of rectifying the defect by MSD (via a duly contracted third party providing such services), from the supplier with a 25% surcharge on the labeling cost. (total charge = [a]+[a]x0.25) or 2% of the invoiced value, whichever is the highest.

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

6. The specifications of the product offered by the suppliers in the tender, shall match with the tender specifications for the item and **any form of alternate offers for the same, will not be entertained,** when there are product/s offered in compliance with the tender specification.

Shelf life & Warrantees

7. In respect of Non consumables; laboratory items and surgical items: Manufacturer or supplier or local agent shall provide a warranty for a period, not less than as specified in the specification of the item and /or it²s sub components/articles supplied (eg: Special Instrument sets), unless otherwise agreed upon prior to awarding the tender.

The supplier²s invoice shall indicate, the validity period of the warrantee from the date of receiving goods at MSD and a warrantee card with all details, including the local contact details of warrantee services provider, shall also be inserted in each individual pack.

Foreign suppliers of all such items shall have their own local agent in Sri Lanka, capable of providing technical support, repair and spares, when necessary (**This clause No. 07 is not applicable for all Pharmaceuticals and all Consumable Surgical & Laboratory items)**

8. Freshly manufactured stocks of the product shall be supplied; thereby the residual Shelf Life (shelf life remaining at the time of delivery of goods in Sri Lanka/MSD stores/Sri Lanka) of the product, shall be 85% of the product shelf life specified in Indent/PO or as certified in the product registration certificate or indicated in any other way by NMRA)

(a) When the shelf life is not specified in the indent/PO/item spec; the requested shelf life shall be considered as, 36 months for consumable surgical items. (Shelf life of not applicable for surgical non-consumables) and 24 months for Pharma/Laboratory items. The Difference of the residual and requested product shelf life shall not exceed $1/6^{th}$ (one sixth) of the original product shelf life.

(b) In the violation of the above tender condition, Director/MSD reserves the right to accept a reduced quantity, that is usable (as per the actual consumption rate) up to three months before the expiry of same and will subject to application of a penalty (as clause No. 37 and footnote 01)

Standards & Quality

9. Standards; In respect of all Pharmaceutical products supplied, shall comply Pharmacopoeia Standards that are indicated in the item specifications, other Pharmacopoeia Standards accepted in the product registration by the National Medicines Regulatory Authority.

10. As per the product registration dossier approved by NMRA, the product information leaflet (PIL) for the Pharmaceuticals items and the user manual/instruction pamphlet for surgical items. With information to users regarding the; storage conditions, maintenance, and other product compatibilities, shall be provided with the product, for acceptance of goods by MSD.

Any product deficient of or incompatible with, its sub-components/accessories, not at the specified quality standards or all its components not unitized appropriately in packaging (as a set) shall be rejected.

11. Withdrawal from use of items due to quality failure found as manufacturer²s fault:

(a). In case of batch withdrawal, **value of entire batch quantity supplied** shall be recovered from the supplier.

(b).In case of product withdrawal, **value of entire product quantity** supplied shall be recovered from the supplier.

(c). In the event of either a) or b) above, supplier shall be charged the total **cost involved for MSD, of the quality failed supplies** with 25% administrative surcharge of the same.

12. The storage conditions and the packing requirements of the product shall conform to the information given by the manufacturer and accepted by NMRA for the product registration or shall conform to the information submitted for waiver of registration granted by NMRA in exceptional circumstances.(refer clause No.24)

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

13. Immediately after delivery at MSD, the consignments shall be subjected to testing appropriately drawn, one random batch sample (Post-delivery sample) of the consignment at a government/semi-government/accredited laboratory (to be selectively applied for Surgical & Lab items, depending on availability of testing methodology and facilities)

If the sample is found to be substandard, random batch samples will be tested from all the batches/lots in the consignment, and entire expenses on such tests, like value of samples, transport, sampling and testing charges, etc, will be recovered from the supplier.

14. Consignments supplied to MSD violating the storage conditions indicated on product labels and/or product information leaflet (as accepted for product registration at NMRA), shall be considered as quality affected consignments and quality assurance of such consignments shall be carried out by post-delivery testing at government / semi government laboratory in Sri Lanka or at an accredited laboratory (foreign/local). All the expenses on such an event, including storage cost shall be borne by the supplier. If found to be quality affected the consignment will be treated as quality failed (as clause No.11).

Pack size, Labeling & Packaging

15. Offers for pack sizes at a lower level(smaller quantity per pack) than the pack size specified in the item description/specification and MSD order List, are also acceptable, but higher level (larger quantity per pack) pack sizes will not be entertained unless otherwise offered with the original bid and accepted by the procurement committee, with the concurrence of MSD.

16. In respect of bulk packs of all pharmaceuticals (not applicable for blister/strip packs), ³DHS´ mark shall be
(a). embossed or printed in case of tablets
(b). printed in case of capsules

Above condition can be waved off, if the purchase order quantity is less than 100,000 tablets/capsules, with deliveries in one/more lots **or** when an exemption is notified in the special order conditions of the relevant MSD order list (**This clause No. 16 is not applicable for all consumable and Non consumable Surgical and Laboratory Items)**

17. Each; innermost pack, vial/ampoule, pre-filled syringe or bottle, shall bear the item Description, SR No, Batch No/Lot no., Product Reference/Catalogue No.s of Surgical items), Date of Manufacture, Date of Expiry (of consumables only) and ³STATE LOGO´ of Government of Sri Lanka.

It is essential to include and exactly match the dates of Expiry (not applicable for Surgical Non-consumables) & date of Manufacture (in any form as ³Year & Month´ or ³No Exp.´), in the innermost pack and supplier²s invoice.

18. Description of the Item, SR No, Date of Manufacture, Date of Expiry, Batch No, Name and address of manufacturer and ³STATE LOGO´ of Sri Lanka Government shall be clearly marked on the outer covering of the individual/innermost pack containing the minimum unit of measure, including blister & strip cards and on the outer cover of the carton/box.
Any deviations of the Date of Manufacture (DOM)/ Date of Expiry(DOE)declared in the offer shall be approved by MSD and DOM & DOE shall consist of at least the year & month.

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

20. Batch Number of the product shall be separately Barcoded (in Code 128 or 2D formats) and Barcode shall be printed on the labels at all levels of packing as described below, conforming to the industry standards in Barcode printing and pasting.
Format shall be according to Code 128 or 2D standards.
Maximum barcode size shall be 5.0cm (length) x 2.5cm (width).

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

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

Storage Conditions & Temperature

22. If the storage temperature & conditions are not specified in the item specification, NMRA accepted product storage conditions, shall conform to Sri Lankan ambient storage conditions in the ranges of 30^0c +/- 2^0c temperature and 75% +/-5% relative humidity. The product storage conditions shall be clearly indicated at all levels of labels/packages/boxes.

23. Maintenance of Cold Chain;

a. In case of cold storage items, cold chain monitors (temperature recording devices) shall be included for each carton and the cold chain shall be maintained according to the manufacturer²s instructions during storage, transport and delivery.

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

c. If the cold chain break is observed at the time of taking over the consignments by MSD, such consignments shall be rejected, indicating the reason on the relevant **WDN or copy of the delivery documents.** In such an event, the SPC shall arrange necessary cold storage for the consignment until ±observed cold chain break² is investigated leading to acceptance / total rejection of consignment and the expenses born by MSD / SPC in arranging the cold storage shall be recovered from the supplier.

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

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

24. In respect of the products requiring controlled temperature storage (Eg. < 25^0c, 2-25^0c, 15-20^0c/30^0c, 2-8^0c etc.), supplier shall provide MSD with latest product stability study reports with the invoice of the consignment.(report shall include studies; at 30^0c +/- 2^0c & 75% +/- 5% RH for **AC stored** items and at 25^0c +/- 2^0c & 60% +/- 5% RH for **Cold stored** items. It shall be a true copy of the latest report submitted to NMRA or a report issued within last 05 years). (refer clause No.12)

Delivery Requirements

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

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

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

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

(a). A penalty of 0.5% per day of the consignment value, calculated commencing from the 15th day up to 60th day delay from the due delivery date, as per the indent/PO or its² latest amended delivery schedules.

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

28. (i). If any local purchases were to be made by MSD/SPC to ensure continuity of supply (due to noncompliance of Indent/PO/its² amended; delivery schedule); in the ensuing period inclusive of the grace period for delivery from due delivery date, extra expenditure incurred on such local purchases, over the landed cost of relevant SPC main order, shall be recovered from the supplier.

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

29. In respect of local manufacturers/ local suppliers, all deliveries shall be made only on week days excluding public holidays, also allowing adequate time to enable the completion of the receiving process at MSD stores before 3.30 p.m.

In the event of failure to meet this deadline due to supplier²s fault (eg. In delivery; time, product, document, etc.) goods shall be accepted on the following working day, such date shall be counted for working out penalties as per No. 27 (regarding defaulted consignment) of the conditions of supply.
As an alternative, supplier can request MSD to take over the consignment on the same day, subject to settling all other expenses (i.e. staff OT, forklift charge, etc.) of MSD, by the supplier.

30. The extension of L/C²s overstepping delivery schedules in the Indent/PO/its² amendments, shall not in any way affect the recovery of late delivery charges, as per Condition No. 27 (regarding defaulted consignments) and any other direct or indirect additional costs/liquidated damages, relating/consequent to extension of L/C.

31. When adequate storage space is not available at MSD, to accept a delivery defaulted consignment (deviating from the delivery schedule in the Indent/PO/its² amendments) under the condition No. 27, any additional expenses caused to MSD or SPC in arranging temporary external storage and other expenses (eg. demurrage, detention, container storage, re-handling cum transport, etc.) shall be borne by the supplier.

Documents & Information

32. MSD Order No, Item Description, SR No, Batch No., Date of Manufacture, Date of Expiry and product Storage Condition, shall be indicated in all Supply Invoices and detailed Packing Lists.

33. One of the tender samples of the selected bid shall be forwarded to MSD, for using as a reference sample (can make it; a part of the last consignment or a returnable to supplier) for checking the conformity of the consignments received under the indent/PO. (applicable for all surgical items and laboratory regular items except when specified in respective order lists).

The product artwork or dimensional detail diagrams, product Catalogues and Catalog No²s, as necessary for the surgical items (**not relevant to pharmaceutical & Laboratory items)** shall be provided with the bid document, for reference in the; tender evaluation by SPC, ascertaining (before awarding) user acceptance of deviations from the spec by MSD and inspecting the consignments delivered to MSD.

The artwork of the; specimen labels, minimum pack and outer most box/shipper carton, that satisfies the above mentioned labeling conditions shall be provided before signing the contract with the performance bond.

34 The supplier shall submit all shipping documents to (Including Bills of Lading / Draft Air Way Bills etc.) SPC Imports department and MSD by e-mail (**follow instructions in website www.msd.gov.lk**), at least 03 days before the Expected Time of Arrival (ETA) of sea freighted consignments & 02 days before the ETA of Air freighted consignments.

35. After releasing the Indent/PO or establishing L/C, the latest logistical position of manufacturing & supply on the Indent/PO, shall be updated biweekly through e-mails to SPC with a copy to MSD by the supplier.(follow instructions in the website www.msd.gov.lk)
If it is not complied or the information so provided are found to be incomplete/false, the grace period (for supply delays) mentioned in the condition No. 27 will not be applicable.

Common conditions

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

37. Administrative surcharge of 25%(on the value of goods), will be applied for tender condition violations that cause deficiencies in supply with respect to; quality, standards & specifications, short packing & short supply or delayed delivery as per the cabinet decision. **(eg. As in conditions No. 08,05,10,13)**

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

(b) Part B-Special Order Conditions (SOC) of Supply

Note: SOCs are used, when it is really necessary to enable, item/order list specific deviations from the GOC clauses that are applicable to all or selected items in the order list concerned and in which case the relevant order list No. and SR No. s, shall be indicated separately against each clause of SOC, with the counter signature of Director (MSD) to make it effective.

Sufficient quantity of samples should be forwarded for evaluation.

Special Conditions

- Suppliers should submit all shipping documents including the Bill of lading or Air Way Bill to SPC at least 2-3 days prior to arrival of the consignments to prevent any delay in clearance.
- In the event of an award made to you on this tender, SPC reserve the right to cancel/suspend the procuring of said order in any stage, if you would be placed the defaulted supplier's list due to quality failure found in your previous supplies made to SPC or non compliance of contractual agreement.
- This bid is administered by the provisions of the "Public Contract Act No. 3 of 1987" and therefore, in the event bidder is to retain an agent, representative, nominee for and on behalf of Bid or shall register himself and such public contact act in accordance with the section 10 of the Public Contract Act and produce such valid original certificate of registration with the bid.
- 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.
- Destination Terminal Handling charges (THC) should be borne by the supplier at the Port of Loading. Hence when the C&F prices are quoted this should be inclusive of THC.
- The bid submitted should be duly signed and endorsed by the Bidder/ Tenderer him self (with the name and designation of the signatory) or by the representative. Representatives submit offers on behalf of their principals should submit a letter of authorization and power of attorney (if signing on behalf of the principals) and also should submit documentary proof on their registration as per the Act. No. 03 of 1987 with the Department of the Registrar of Companies – Sri Lanka.
- In the event of delivery of consignments deviating from given delivery schedule by MSD due to default of supplier and same is rejected due lack of storage space available at MSD warehouses, any resulting demurrage charges incurred shall be borne by the suppliers concerned.
- **All Shipment should be made exclusively on vessels belonging to the Ceylon Shipping Corporation or those chartered by CSC. Shipments on other vessels will be permitted in instances where vessels of the Ceylon Shipping Corporation do not call at the Port of Shipment or if they are not available for timely shipment of cargo. In which event the supplier should attach a waiver certificate issued by Ceylon Shipping Corporation on their Authorized Agent in the supplier's country.**

BID NO: DHS/S/WW/85/24 CLOSING ON : 29.08.2023 at 9.00 a.m.

ORDER LIST NUMBER: 2024/SPC/N/R/S/00233

ITEM NO	SR NO	ITEM	QTY	DELIVERY	Bid Bond value (LKR)
1	13708903	Biliary Drainage Set,complete set with size 6Fr x 40cm(approx.) length catheter with 32 side holes, compatible guidewire, introducer cannulas, dilator, fixation device, connecting tube and introducer system, sterile. Packing: 1 set	320 set	160-Jan/2024 160-May/2024	179,200.00
2	13709100	Abscess Drainage Catheter Set, with size 8Fr x 25cm (approx.) length catheter with multiple side holes, trocar stylet, introducer cannulas, conecting tube to the urine bag, luer lock fitting, sterile. Packing: 1 Nos.	400 Nos.	200-Jan/2024 200-May/2024	68,890.00
3	13709101	Abscess Drainage Catheter Set, with size 10Fr x 25cm (approx.) length catheter with multiple side holes, trocar stylet, introducer cannulas, conecting tube to the urine bag, luer lock fitting, sterile. Packing: 1 Nos.	450 Nos.	225-Jan/2024 225-May/2024	64,580.00
5	13709800	Transluminal Angioplasty Balloon Catheter, size 5.8Fr, 0.89mm (0.035") diameter guidewire compatible, 75cm (approx.) length, with 12mm x 4cm balloon, straight tip, sterile. Packing: 1 Nos.	10 Nos.	10-Jan/2024	N/A
6	13709900	Transluminal Angioplasty Balloon Catheter, size 5.8Fr, 0.89mm (0.035") diameter guidewire compatible, 120cm (approx.) length, with 8mm x 4cm balloon, straight tip, sterile. Packing: 1 Nos.	30 Nos.	30-Jan/2024	N/A
7	13710101	Transluminal Angioplasty Balloon Catheter, size 5Fr, 0.89mm (0.035") diameter guidewire compatible, 110cm (approx.) length, with 4mm x 2cm balloon, straight tip, sterile. Packing: 1 Nos.	80 Nos.	80-Jan/2024	29,950.00

All tenderers should furnish an unconditional Bid Bond encashable on demand to the value mentioned in the item list. Bid Bond should be submitted with valid up to 25.03.2024 together with the tender

1. Page 9 Condition No. 19.b

Registrar of public contracts

This clause should be amended as awards over Sri Lanka rupees Five Million instead of (LKR) Ten Million.

1. Page 10 Condition No. 20. A

Representative samples in respect of items offered should be submitted to reach SPC on or before the closing time on the closing date of tender and acknowledgement receipt to be obtained from Administration Department of SPC.

Contract:
The successful supplier should agree to enter into a contract/Agreement is applicable normally for awards which are over LKR 500,000.00 instead of 10.0 Million.

Bidding Document Fee- As per the guideline 6.1.1 (a) of the Government Procurement Guidelines 2006.

A non refundable fee of Rs. 12,500/= + taxes should be paid in cash to SPC for each set of Tender Documents

Amendments of Bidding Document for Procurement of Surgical/Lab items

(1) **Clause 8**

(a) Bid Bonds to be submitted for each item (SR Number) when estimated value of each item exceeds LKR 01 Million.

(b) Value and validity applicable for the submission of Bid Bond for each item should be as indicated therein.

08.2 The Bid Bond should be valid for at least 30 days beyond the validity of the Bid.

(c) To be deleted.

(2) **Clause 12**

Amend as **REIMBURSEMENT**

12.1 Corporation reserves 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 labeling.

(3) **Clause 16.6**

Any request for a price increment due to LKR depreciating against foreign currency will not be accepted and such bid will be rejected at the preliminary stage of bid evaluation.

(4) **Clause 28.0**

Evaluation will be done as per Bid Form (Annex – II B) and Bid Evaluation Summary Sheet. (Annex – II C, to be submitted along with the Bid and a soft copy as per instruction given in www.spc.lk Web Site)

(5) 2nd column of Annex II B amend as "FULL DESCRIPTION OF ITEM OFFERED THE STANDARD & STORAGE CONDITION"

(6) Annex – 1 to be amend as follows.

SPECIMEN OF ANNEX – 1

ANNEX – 1

BID NO/ BID REFERENCE :
(TENDER NO)

DATE OF ISSUE :

CLOSING DATE & TIME :
(SRI LANKAN TIME)

ORDER LIST NO :

SR No	Item Description/ Specifications	Quantity	Delivery Schedule

Amount of Bid Bond : LKR …….. or USD …….. to be submitted along with the Bid Bond valid till …… (date)

Bid validity period : Bid should be valid till …….. (date)

Bid Document Fee : ……
(should be paid in cash to SPC for each set of Bid Documents)

MSD CONDITIONS OF SUPPLY

1.
2.

Abbreviations : SPC ; State Pharmaceuticals Corporation, MSD; Medical Supplies Division

Annex VI

SPECIMEN OF CONTRACT FORM (IB)

STATE PHARMACEUTICALS CORPORATION OF SRI LANKA

(Established under the State Industrial Corporation Act, No. 49 of *1957)*
ñMehewara Piyasaò 16th Floor, No. 41, Kirula Road, Colombo 05,Sri Lanka.
Telephone (00)94-1-2335008 Fax: (00)94-11-2582495
E-mail: dgmsurgical@spc.lk or mgrsurgical@spc.lk

DEMOCRATIC SOCIALISTREPUBLIC OF SRI LANKA
AGREEMENT

SPC Ref. No Date :
Bid Ref.

This **AGREEMENT** made and entered into between the State Pharmaceuticals Corporation of Sri Lanka, a Corporation established under the State Industrial Corporation Act. No. 49 of 1957 and having its Head Office at ñMehewara Piyasaò 16th Floor, No. 41, Kirula Road, Colombo 05, Sri Lanka (hereinafter called the ñSPCò which term or expression shall mean and include the said State Pharmaceuticals Corporation and its successors and permitted assigns) of the **FIRST PART**

AND

M/s é ..
…business under the time, style and firm of a company duly registered and carrying business (hereinafter called ñthe supplierò 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 **SECOND PART.**

AND

M/s é ..
…business under the time, style and firm of a company duly registered and carrying business (hereinafter called ñthe Local Agentò 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 **THIRD PART.**

Whereas the State Pharmaceuticals Corporation has accepted the bid of M/s é é é é é é
é for the supply and delivery
ofé as per the attached indent for é é é é é é marked
SPC é é é é é é é é é é é é é . Dated é é é é é é é é é é é é and M/s
é é é é é é é é é é é é é é é é é é é will act as local agent of the supplier for all matters arising out of supplies here of.

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. The following documents: -

   (a) Conditions of Contract marked ï Annex 1
   (b) Bid Documents marked ï Annex 2
   (c) Copy of Indent marked ï Annex 3

(hereinafter called ñthe Contract Documentsò) showing and describing the nature and scope of the agreement duly signed by three parties shall be deemed to form and be read and construed as part and partial 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, and the local agent will be responsible for all the matters regarding the supplies which do not confirm to required standard..

The supplier shall be paid for such supply and delivery of the goods according to the Indent marked and in the manner and at the times hereinafter specified.

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

In witness whereof the State Pharmaceuticals Corporation has caused its Common Seal to be affixed and é é é é é é é é é and é é é é é é é é é é . of State Pharmaceuticals Corporation have set their hands and Supplier and the Local Agent has placed its hand/caused its Common Seal to be affixed hereunto and to two other of the same tenor on this é é é é é .20é

The Common Seal of M/s (supplier)é é é é é é é é é é é é é é é é é é ... herein.

1. ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ..

President/Managing Director/C.E.O.

2. ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ..

Director

Witnesses

Signature	Name, Address and ID No./Passport No.
1. é é é é é é é é é é é .	é é é é é é é é é é é é é é é ..
2. é é é é é é é é é é é .	é é é é é é é é é é é é é é é é

The Common Seal of M/s. é é é é é é é é é é é é é é é (Local Agent) herein.

é é é é é é é é é é é é é é é .
President/Managing Director/C.E.O.

é é é é é é é é é é é é é é é .
Director

Witnesses

Signature	Name, Address and ID No./Passport No.
1. é é é é é é é é é é é .	é é é é é é é é é é é é é é é ..
2. é é é é é é é é é é é .	é é é é é é é é é é é é é é é é

CONDITIONS OF CONTRACT

3.FREE REPLACEMENT /REIMBURSEMENT

3.1 SPC reserves the right to call for Free Replacement/Reimbursement in the event of

3.1.1 Short packing
3.1.2 Loss/damage or deterioration of goods supplied (within shelf-life if applicable)
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/or quality standards to the satisfaction of Medical Supplies Division of Sri Lanka/ State Pharmaceuticals Corporation of Sri Lanka.

3.2 In the event of a quality problem, Batch samples would be tested by SPC its authorized personnel at the NMQAL or SPC Quality Assurance Laboratory or any other Quality Assurance Laboratory nominated by SPC or its fitness for use will be determined by and expert Committee appointed by the relevant authority.

3.3 **Withdrawal from use of Item due to quality failure.**

a) In case of batch withdrawal due to quality failure, the supplier/ manufacturer shall reimburse the value of entire batch quantity supplied.
b) In case of product withdrawal due to quality failure, the supplier/ manufacturer shall reimburse the value of entire product quantity supplied.
c) In the event of either a) or b) above the supplier/ manufacturer shall be surcharged additional 25% of the total value concerned as administrative cost.

Samples from the available batches will be retained by 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 and the Local Agent agreed to reimburse the SPC the landed cost and an additional 25% surcharge of the total quantity supplied.

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 7 working days of receipt of same in writing. Parties however shall endeavours 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 parties at the respective addresses at the beginning hereof written.

The common seal of State Pharmaceuticals Corporation of Sri Lanka was affixed)

hereto))
))
))
))

Authorized signatory

Authorized signatory

Witnesses

Signature	Name, Address and ID No
1……..	**……**
2……	**……**

MT/ns

ANNEX – 1

BID NO. : DHS/SUS/WW/71/24
DATE OF ISSUE : 18TH JULY 2023
CLOSING DATE & TIME : 28TH AUGUST 2023 AT 09.00 HOURS SRI LANKA TIME

Special Conditions for tendering :

1. Offers should be accompanied with the valid registration certificate issued by the National Medicine Regulatory Authority in Sri Lanka
2. Offered item should bear both our SR number and the Item number. However at the bid opening only the item numbers will be read out. Therefore price quoted should be shown against each item number.
3. If the shipment is being effected on FCL basis both FOB and Freight charges should be quoted separately against each item in addition to quoted C & F price.
4. The volume of the total quantity of each item should be given in cubic meters (m^3)
5. **Foreign offers should be on C & F (CPT/CFR) Colombo basis. FOB offers are not acceptable. If offers are received on Import & Supply basis from local suppliers, those offers should be in LKR. All local suppliers/manufacturers should quote in LKR for the total delivery price to MSD stores.**
6. **Fax/E-mail offers directly sent to State Pharmaceuticals Corporation are not acceptable. Tenderers are requested to draw their attention to the clause "Submission of Bids" of the bid document in this regard.**
7. 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.
8. The original payment receipt has to be annexed to the offer. Offers without same will be rejected.
9. We reserve the right to reject offers which do not comply above.
10. The offer should be valid up to 24.02.2024

CONDITIONS FOR SUPPLY OF SURGICAL ITEMS

(a) Part A-General Order Conditions (GOC) of Supply

1. The consignments supplied in respect of an order concerned, shall exactly match with the reference sample submitted and the product information (item descriptions, shelf life/warranty where applicable, manufacturer²s name, country of manufacture, country of origin, etc.) provided in the bid document by the supplier, which has been accepted by the procurement committee, and included in the Indent / Purchase Order (PO), issued by SPC.

2. All items shall be supplied, sourcing from the manufacturer and country of manufacturer, stated in the Purchase Order (PO)/Indent of SPC and wherever applicable shall have a valid product registration from NMRA.

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

When the validity of the product/manufacturing licenses and registrations of NMRA (eg; manufacturing license, product registration and GMP certificates), of local manufacturers / local suppliers, lapses during the year or during the period of supply (delivery schedule), it shall be extended / renewed by the supplier.

A certified copies of afore mentioned valid certificates shall be submitted to MSD by the supplier when deliveries are made.

4. The number of batches per consignment shall be minimal. Batch quantity shall be an equal multiple of the quantity of the consignment and the proportionate size of the batch quantity shall be not less than 15% of the quantity in the consignment.

5. If MSD decides to accept consignment, with deviations from certain tender conditions (eg: with regard to labeling/packaging or any other rectifiable defect at the time of receipt in Sri Lanka due to an urgency, that shall be done subject to, either rectifying the defect within 05 working days by the supplier, or recovering the total cost [a] of rectifying the defect by MSD (via a duly contracted third party providing such services), from the supplier with a 25% administrative charge on the labeling cost. (total charge = [a]+[a]x0.25) or 2% of the invoiced value, whichever is the highest.

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

6. The specifications of the product offered by the suppliers in the tender, shall match with the tender specifications for the item and **any form of alternate offers for the same, will not be entertained,** when there are product/s offered in compliance with the tender specification.

Shelf life & Warrantees

7. In respect of Non consumables; laboratory items and surgical items: Manufacturer or supplier or local agent shall provide a warranty for a period, not less than as specified in the specification of the item and /or it²s sub components/articles supplied (eg: Special Instrument sets), unless otherwise agreed upon prior to awarding the tender.

The supplier²s invoice shall indicate, the validity period of the warrantee from the date of receiving goods at MSD and a warrantee card with all details, including the local contact details of warrantee services provider, shall also be inserted in each individual pack.

Foreign suppliers of all such items shall have their own local agent in Sri Lanka, capable of providing technical support, repair and spares, when necessary (**This clause No. 07 is not applicable for all Pharmaceuticals and all Consumable Surgical & Laboratory items)**

8. Freshly manufactured stocks of the product shall be supplied; thereby the residual Shelf Life (shelf life remaining at the time of delivery of goods in Sri Lanka/MSD stores/Sri Lanka) of the product, shall be 85% of the product shelf life specified in Indent/PO or as certified in the product registration certificate or indicated in any other way by NMRA)

(a) When the shelf life is not specified in the indent/PO/item spec; the requested shelf life shall be considered as, 36 months for surgical items. (Shelf life of not applicable for surgical non-consumables) and 24 months for Pharma/Laboratory items. The Difference of the residual and requested product shelf life shall not exceed 1/6th (one sixth) of the original product shelf life.

(b) In the violation of the above tender condition, Director/MSD reserves the right to accept a reduced quantity, that is usable (as per the actual consumption rate) up to three months before the expiry of same and will subject to application of a penalty (as clause No. 37 and footnote 01)

Standards & Quality

9. Standards; In respect of all Pharmaceutical products supplied, shall comply Pharmacopoeia Standards that are indicated in the item specifications, other Pharmacopoeia Standards accepted in the product registration by the National Medicines Regulatory Authority.

10. As per the product registration dossier approved by NMRA, the product information leaflet (PIL) for the Pharmaceuticals items and the user manual/instruction pamphlet for surgical items. With information to users regarding the; storage conditions, maintenance, and other product compatibilities, shall be provided with the product, for acceptance of goods by MSD.

Any product deficient of or incompatible with, its sub-components/accessories, not at the specified quality standards or all its components not unitized appropriately in packaging (as a set) shall be rejected.

11. Withdrawal from use of items due to quality failure found as manufacturer²s/Supplier²s fault:

(a). In case of batch withdrawal, **value of entire batch quantity supplied** shall be recovered from the supplier.

(b).In case of product withdrawal, **value of entire product quantity** supplied shall be recovered from the supplier.

(c). In the event of either a) or b) above, supplier shall be charged the total **cost involved for MSD, of the quality failed supplies** with 25% administrative charge of the same**.**

12. The storage conditions and the packing requirements of the product shall conform to the information given by the manufacturer and accepted by NMRA for the product registration or shall conform to the information submitted for waiver of registration granted by NMRA in exceptional circumstances.(refer clause No.24)

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

13. Immediately after delivery at MSD, the consignments shall be subjected to testing appropriately drawn, one random batch sample (Post-delivery sample) of the consignment at a government/semi-government/accredited laboratory (to be selectively applied for Surgical & Lab items, depending on availability of testing methodology and facilities)

If the sample is found to be substandard, random batch samples will be tested from all the batches/lots in the consignment, and entire expenses on such tests, like value of samples, transport, sampling and testing charges, etc, will be recovered from the supplier.

14. Consignments supplied to MSD violating the storage conditions indicated on product labels and/or product information leaflet (as accepted for product registration at NMRA), shall be considered as quality affected consignments and quality assurance of such consignments shall be carried out by post-delivery testing at government / semi government laboratory in Sri Lanka or at an accredited laboratory (foreign/local). All the expenses on such an event, including storage cost shall be borne by the supplier. If found to be quality affected the consignment will be treated as quality failed (as clause No.11).

15. **Pack size, Labeling & Packaging**

Offers for pack sizes at a lower level(smaller quantity per pack) than the pack size specified in the item description/specification and MSD order List, are also acceptable, but higher level (larger quantity per pack) pack sizes will not be entertained unless otherwise offered with the original bid and accepted by the procurement committee, with the concurrence of MSD.

16. In respect of bulk packs (not applicable for blister/strip packs), ³DHS´ mark shall be ;
(a). embossed or printed in case of tablets
(b). printed in case of capsules

Above condition can be waved off, if the purchase order quantity is less than 100,000 tablets/capsules, with deliveries in one/more lots **or** when an exemption is notified in the special order conditions of the relevant MSD order list (**This clause No. 16 is not applicable for all consumable and Non consumable Surgical and Laboratory Items)**

17. Each; innermost pack, vial/ampoule, pre-filled syringe or bottle, shall bear the item Description, SR No, Batch No/Lot no., Product Reference/Catalogue Nos of Surgical items), Date of Manufacture, Date of Expiry (of consumables only) and ³STATE LOGO´ of Government of Sri Lanka.

It is essential to include and exactly match the dates of Expiry (not applicable for Surgical Non-consumables) & date of Manufacture (in any form as ³Year & Month´ or ³No Exp.´), in the innermost pack and supplier²s invoice.

18. Description of the Item, SR No, Date of Manufacture, Date of Expiry, Batch No, Name and address of manufacturer and ³STATE LOGO´ of Sri Lanka Government shall be clearly marked on the outer covering of the individual/innermost pack containing the minimum unit of measure, including blister & strip cards and on the outer cover of the carton/box.
Any deviations of the Date of Manufacture (DOM)/ Date of Expiry(DOE)declared in the offer shall be approved by MSD and DOM & DOE shall consist of at least the year & month.

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

20. Batch Number of the product shall be separately Barcoded (in Code 128 or 2D formats) and Barcode shall be printed on the labels at all levels of packing as described below, conforming to the industry standards in Barcode printing and pasting.
Format shall be according to Code 128 or 2D standards.
Maximum barcode size shall be 5.0cm (length) x 2.5cm (width).

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

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

Storage Conditions & Temperature

22. If the storage temperature & conditions are not specified in the item specification, NMRA accepted product storage conditions, shall conform to Sri Lankan ambient storage conditions in the ranges of 30^0c +/- 2^0c temperature and 75% +/-5% relative humidity. The product storage conditions shall be clearly indicated at all levels of labels/packages/boxes.

23. Maintenance of Cold Chain;

a. In case of cold storage items, cold chain monitors (temperature recording devices) shall be included for each carton and the cold chain shall be maintained according to the manufacturer²s instructions during storage, transport and delivery.

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

c. If the cold chain break is observed at the time of taking over the consignments by MSD, such consignments shall be rejected, indicating the reason on the relevant **WDN or copy of the delivery documents.** In such an event, the SPC shall arrange necessary cold storage for the consignment until ±observed cold chain break² is investigated leading to acceptance / total rejection of consignment and the expenses born by MSD / SPC in arranging the cold storage shall be recovered from the supplier.

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

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

24. In respect of the products requiring controlled temperature storage (Eg. < 25^0c, 2-25^0c, 15-20^0c/30^0c, 2-8^0c etc.), supplier shall provide MSD with latest product stability study reports with the invoice of the consignment.(report shall include studies; at 30^0c +/- 2^0c & 75% +/- 5% RH for **AC stored** items and at 25^0c +/- 2^0c & 60% +/- 5% RH for **Cold stored** items. It shall be a true copy of the latest report submitted to NMRA or a report issued within last 05 years). (refer clause No.12)

Delivery Requirements

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

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

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

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

(a). A penalty of 0.5% per day of the consignment value, calculated commencing from the 15th day up to 60th day delay from the due delivery date, as per the indent/PO or its² latest amended delivery schedules.

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

28. (i). If any local purchases were to be made by MSD/SPC to ensure continuity of supply (due to noncompliance of Indent/PO/its² amended; delivery schedule); in the ensuing period inclusive of the grace period for delivery from due delivery date, extra expenditure incurred on such local purchases, over the landed cost of relevant SPC main order, shall be recovered from the supplier.

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

29. In respect of local manufacturers/ local suppliers, all deliveries shall be made only on week days excluding public holidays, also allowing adequate time to enable the completion of the receiving process at MSD stores before 3.30 p.m. In the event of failure to meet this deadline due to supplier²s fault (eg. In delivery; time, product, document, etc.) goods shall be accepted on the following working day, such date shall be counted for working out penalties as per No. 27 (regarding defaulted consignment) of the conditions of supply.
As an alternative, supplier can request MSD to take over the consignment on the same day, subject to settling all other expenses (i.e. staff OT, forklift charge, etc.) of MSD, by the supplier.

30. The extension of L/C²s overstepping delivery schedules in the Indent/PO/its² amendments, shall not in any way affect the recovery of late delivery charges, as per Condition No. 27 (regarding defaulted consignments) and any other direct or indirect additional costs/liquidated damages, relating/consequent to extension of L/C.

31. When adequate storage space is not available at MSD, to accept a delivery defaulted consignment (deviating from the delivery schedule in the Indent/PO/its² amendments) under the condition No. 27, any additional expenses caused to MSD or SPC in arranging temporary external storage and other expenses (eg. demurrage, detention, container storage, re-handling cum transport, etc.) shall be borne by the supplier.

Documents & Information

32. MSD Order No, Item Description, SR No, Batch No., Date of Manufacture, Date of Expiry and product Storage Condition, shall be indicated in all Supply Invoices and detailed Packing Lists.

33. One of the tender samples of the selected bid shall be forwarded to MSD, for using as a reference sample (can make it; a part of the last consignment or a returnable to supplier) for checking the conformity of the consignments received under the indent/PO. (applicable for all surgical items and laboratory regular items except when specified in respective order lists).

The product artwork or dimensional detail diagrams, product Catalogues and Catalog No²s, as necessary for the surgical items (**not relevant to pharmaceutical & Laboratory items)** shall be provided with the bid document, for reference in the; tender evaluation by SPC, ascertaining (before awarding) user acceptance of deviations from the spec by MSD and inspecting the consignments delivered to MSD.

The artwork of the; specimen labels, minimum pack and outer most box/shipper carton, that satisfies the above mentioned labeling conditions shall be provided before signing the contract with the performance bond.

34 The supplier shall submit all shipping documents to (Including Bills of Lading / Draft Air Way Bills etc.) SPC Imports department and MSD by e-mail (**follow instructions in website www.msd.gov.lk**), at least 03 days before the Expected Time of Arrival (ETA) of sea freighted consignments & 02 days before the ETA of Air freighted consignments.

35. After releasing the Indent/PO or establishing L/C, the latest logistical position of manufacturing & supply on the Indent/PO, shall be updated biweekly through e-mails to SPC with a copy to MSD by the supplier.(follow instructions in the website www.msd.gov.lk)
If it is not complied or the information so provided are found to be incomplete/false, the grace period (for supply delays) mentioned in the condition No. 27 will not be applicable.

Common conditions

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

37. Administrative surcharge of 25%(on the value of goods), will be applied for tender condition violations that cause deficiencies in supply with respect to; quality, standards & specifications, short packing & short supply or delayed delivery as per the cabinet decision. **(eg. As in conditions No. 08,05,10,13)**

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

(b) Part B-Special Order Conditions (SOC) of Supply

Note: SOCs are used, when it is really necessary to enable, item/order list specific deviations from the GOC clauses that are applicable to all or selected items in the order list concerned and in which case the relevant order list No. and SR No. s, shall be indicated separately against each clause of SOC, with the counter signature of Director (MSD) to make it effective.

(i) -

(ii) -

(iii) -

Sufficient quantity of samples should be forwarded for evaluation.

Special Conditions

- Suppliers should submit all shipping documents including the Bill of lading or Air Way Bill to SPC at least 2-3 days prior to arrival of the consignments to prevent any delay in clearance.

- In the event of an award made to you on this tender, SPC reserve the right to cancel/suspend the procuring of said order in any stage, if you would be placed the defaulted supplier's list due to quality failure found in your previous supplies made to SPC or non compliance of contractual agreement.

- This bid is administered by the provisions of the "Public Contract Act No. 3 of 1987" and therefore, in the event bidder is to retain an agent, representative, nominee for and on behalf of Bid or shall register himself and such public contact act in accordance with the section 10 of the Public Contract Act and produce such valid original certificate of registration with the bid.

- 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.

- Destination Terminal Handling charges (THC) should be borne by the supplier at the Port of Loading. Hence when the C&F prices are quoted this should be inclusive of THC.

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

- In the event of delivery of consignments deviating from given delivery schedule by MSD due to default of supplier and same is rejected due lack of storage space available at MSD warehouses, any resulting demurrage charges incurred shall be borne by the suppliers concerned.

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

BID NO: DHS/SUS/WW/71/24 CLOSING ON : 28.08.2023 at 9.00 a.m.

ORDER LIST NUMBER: 2024/SPC/N/C/S/00169

ITEM NO	SR NO	ITEM	QTY Nos.	DELIVERY	Bid Bond value (LKR)
6	14701001	Level Sensor Mounting Pad, compatible for Stockert S111 heart lung machine.	2,500	100%-Jan/2024	122,200.00
7	14701200	Activated Clotting Time Cartridge, for whole blood, for high range heparin, compatible for Medtronic ACT 11 Machine, sterile.	30	100%-Feb/2024	N/A
8	14701300	Activated Clotting Time Tube, for whole blood, compatible for Hemochrone ACT Machine, sterile.	13,000	100%-Jan/2024	369,200.00
9	14701400	Level Sensor Mounting Pad, compatible for Terumo APS heart lung machine.	160	100%-May/2024	N/A
10	14701501	ACT + Cuvettes for Accriva Hemochron signature Elite ACT Machine to measure the Activated Clotting Time of whole blood sample of 15 mcl.	1,500	100%-Jan/2024	N/A

Packing: 1 Nos.

All tenderers should furnish an unconditional Bid Bond encashable on demand to the value mentioned in the item list. Bid Bond should be submitted with valid up to 25.03.2024 together with the tender

1. Page 9 Condition No. 19.b

Registrar of public contracts

This clause should be amended as awards over Sri Lanka rupees Five Million instead of (LKR) Ten Million.

1. Page 10 Condition No. 20. a
   Representative samples in respect of items offered should be submitted to reach SPC on or before the closing time on the closing date of tender and acknowledgement receipt to be obtained from Administration Department of SPC.

Contract:
The successful supplier should agree to enter into a contract/Agreement is applicable normally for awards which are over LKR 500,000.00 instead of 10.0 Million.

Bidding Document Fee- As per the guideline 6.1.1 (a) of the Government Procurement Guidelines 2006.

A non refundable fee of Rs. 12,500.00 + taxes should be paid in cash to SPC for each set of Tender Documents

Amendments of Bidding Document for Procurement of Surgical/Lab items

(1) **Clause 8**

(a) Bid Bonds to be submitted for each item (SR Number) when estimated value of each item exceeds LKR 01 Million.

(b) Value and validity applicable for the submission of Bid Bond for each item should be as indicated therein.

08.2 The Bid Bond should be valid for at least 30 days beyond the validity of the Bid.

(c) To be deleted.

(2) **Clause 12**

Amend as **REIMBURSEMENT**

12.1 Corporation reserves 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 labeling.

(3) **Clause 16.6**

Any request for a price increment due to LKR depreciating against foreign currency will not be accepted and such bid will be rejected at the preliminary stage of bid evaluation.

(4) **Clause 28.0**

Evaluation will be done as per Bid Form (Annex – II B) and Bid Evaluation Summary Sheet. (Annex – II C, to be submitted along with the Bid and a soft copy as per instruction given in www.spc.lk Web Site)

(5) 2nd column of Annex II B amend as "FULL DESCRIPTION OF ITEM OFFERED THE STANDARD & STORAGE CONDITION"

(6) Annex – 1 to be amend as follows.

SPECIMEN OF ANNEX – 1

ANNEX – 1

BID NO/ BID REFERENCE :
(TENDER NO)

DATE OF ISSUE :

CLOSING DATE & TIME :
(SRI LANKAN TIME)

ORDER LIST NO :

SR No	Item Description/ Specifications	Quantity	Delivery Schedule

Amount of Bid Bond : LKR …….. or USD …….. to be submitted along with the Bid Bond valid till …… (date)

Bid validity period : Bid should be valid till …….. (date)

Bid Document Fee : ……
(should be paid in cash to SPC for each set of Bid Documents)

MSD CONDITIONS OF SUPPLY

1.
2.

Abbreviations : SPC ; State Pharmaceuticals Corporation, MSD; Medical Supplies Division

Annex VI

SPECIMEN OF CONTRACT FORM (IB)

STATE PHARMACEUTICALS CORPORATION OF SRI LANKA

(Established under the State Industrial Corporation Act, No. 49 of *1957)*
"Mehewara Piyasa", 16th Floor, No. 41, Kirula Road, Colombo 05,Sri Lanka.
Telephone (00)94-1-326227 or 2391538 Fax: (00)94-11-2446204
E-mail: dgmcomm@spc.lk or managerimp2spc.lk

DEMOCRATIC SOCIALISTREPUBLIC OF SRI LANKA
AGREEMENT

SPC Ref. No   Date :
Bid Ref.

This **AGREEMENT** made and entered into between the State Pharmaceuticals Corporation of Sri Lanka, a Corporation established under the State Industrial Corporation Act. No. 49 of 1957 and having its Head Office at "Mehewara Piyasa", 16th Floor, No. 41, Kirula Road, Colombo 05, 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 **FIRST PART**

AND

M/s é ..
…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 **SECOND PART.**

AND

M/s é ..
…business under the time, style and firm of a company duly registered and carrying business (hereinafter called "the Local Agent" 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 **THIRD PART.**

Whereas the State Pharmaceuticals Corporation has accepted the bid of M/s é é é é é é
é for the supply and delivery
ofé as per the attached indent for é é é é é é marked
SPC é é é é é é é é é é é é . Dated é é é é é é é é é é é é and M/s
é will act as local agent of the supplier for all matters arising out of supplies here of.

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. The following documents: -
   (a) Conditions of Contract marked – Annex 1
   (b) Bid Documents marked – Annex 2
   (c) Copy of Indent marked – Annex 3

(hereinafter called ñthe Contract Documentsò) showing and describing the nature and scope of the agreement duly signed by three parties shall be deemed to form and be read and construed as part and partial 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, and the local agent will be responsible for all the matters regarding the supplies which do not confirm to required standard..

The supplier shall be paid for such supply and delivery of the goods according to the Indent marked and in the manner and at the times hereinafter specified.

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

In witness whereof the State Pharmaceuticals Corporation has caused its Common Seal to be affixed and é é é é é é é é é and é é é é é é é é é é . of State Pharmaceuticals Corporation have set their hands and Supplier and the Local Agent has placed its hand/caused its Common Seal to be affixed hereunto and to two other of the same tenor on this é é é é é .20é

The Common Seal of M/s (supplier)é é é é é é é é é é é é é é é é é é ... herein.

1. ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ..

President/Managing Director/C.E.O.

2. ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ..

Director

Witnesses

Signature	Name, Address and ID No./Passport No.
1. é é é é é é é é é é é .	é é é é é é é é é é é é é é é ..
2. é é é é é é é é é é é .	é é é é é é é é é é é é é é é é

The Common Seal of M/s. é é é é é é é é é é é é é é é (Local Agent) herein.

é é é é é é é é é é é é é é é .
President/Managing Director/C.E.O.

é é é é é é é é é é é é é é é .
Director

Witnesses

Signature	Name, Address and ID No./Passport No.
1. é é é é é é é é é é é .	é é é é é é é é é é é é é é é ..
2. é é é é é é é é é é é .	é é é é é é é é é é é é é é é é

CONDITIONS OF CONTRACT

3.FREE REPLACEMENT /REIMBURSEMENT

3.1 SPC reserves the right to call for Free Replacement/Reimbursement in the event of

3.1.1 Short packing
3.1.2 Loss/damage or deterioration of goods supplied (within shelf-life if applicable)
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/or quality standards to the satisfaction of Medical Supplies Division of Sri Lanka/ State Pharmaceuticals Corporation of Sri Lanka.

3.2 In the event of a quality problem, Batch samples would be tested by SPC its authorized personnel at the NMQAL or SPC Quality Assurance Laboratory or any other Quality Assurance Laboratory nominated by SPC or itôs fitness for use will be determined by and expert Committee appointed by the relevant authority.

3.3 **Withdrawal from use of Item due to quality failure.**

a) In case of batch withdrawal due to quality failure, the supplier/ manufacturer shall reimburse the value of entire batch quantity supplied.
b) In case of product withdrawal due to quality failure, the supplier/ manufacturer shall reimburse the value of entire product quantity supplied.
c) In the event of either a) or b) above the supplier/ manufacturer shall be surcharged additional 25% of the total value concerned as administrative cost.

Samples from the available batches will be retained by 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 and the Local Agent agreed to reimburse the SPC the landed cost and an additional 25% surcharge of the total quantity supplied.

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 7 working days of receipt of same in writing. Parties however shall endeavours 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 parties at the respective addresses at the beginning hereof written.

The common seal of State Pharmaceuticals Corporation of Sri Lanka was affixed)

hereto é)
é .)
é .)
é .)

Authorized signatory

Authorized signatory

Witnesses

Signature Name, Address and ID No

1…….. ……

2…… ……

PL/ns

ANNEX – 1

BID NO. : DHS/SUS/WW/85/24
DATE OF ISSUE : 18TH JULY 2023
CLOSING DATE & TIME : 28TH AUGUST 2023 AT 09.00 HOURS SRI LANKA TIME

Special Conditions for tendering :

1. Offers should be accompanied with the valid registration certificate issued by the National Medicine Regulatory Authority in Sri Lanka
2. Offered item should bear both our SR number and the Item number. However at the bid opening only the item numbers will be read out. Therefore price quoted should be shown against each item number.
3. If the shipment is being effected on FCL basis both FOB and Freight charges should be quoted separately against each item in addition to quoted C & F price.
4. The volume of the total quantity of each item should be given in cubic meters (m^3)
5. **Foreign offers should be on C & F (CPT/CFR) Colombo basis. FOB offers are not acceptable. If offers are received on Import & Supply basis from local suppliers, those offers should be in LKR. All local suppliers/manufacturers should quote in LKR for the total delivery price to MSD stores.**
6. **Fax/E-mail offers directly sent to State Pharmaceuticals Corporation are not acceptable. Tenderers are requested to draw their attention to the clause "Submission of Bids" of the bid document in this regard.**
7. 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.
8. The original payment receipt has to be annexed to the offer. Offers without same will be rejected.
9. We reserve the right to reject offers which do not comply above.
10. The offer should be valid up to 24.02.2024

CONDITIONS FOR SUPPLY OF SURGICAL ITEMS

(a) Part A-General Order Conditions (GOC) of Supply

1. The consignments supplied in respect of an order concerned, shall exactly match with the reference sample submitted and the product information (item descriptions, shelf life/warranty where applicable, manufacturer²s name, country of manufacture, country of origin, etc.) provided in the bid document by the supplier, which has been accepted by the procurement committee, and included in the Indent / Purchase Order (PO), issued by SPC.

2. All items shall be supplied, sourcing from the manufacturer and country of manufacturer, stated in the Purchase Order (PO)/Indent of SPC and wherever applicable shall have a valid product registration from NMRA.

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

When the validity of the product/manufacturing licenses and registrations of NMRA (eg; manufacturing license, product registration and GMP certificates), of local manufacturers / local suppliers, lapses during the year or during the period of supply (delivery schedule), it shall be extended / renewed by the supplier.

A certified copies of afore mentioned valid certificates shall be submitted to MSD by the supplier when deliveries are made.

4. The number of batches per consignment shall be minimal. Batch quantity shall be an equal multiple of the quantity of the consignment and the proportionate size of the batch quantity shall be not less than 15% of the quantity in the consignment.

5. If MSD decides to accept consignment, with deviations from certain tender conditions (eg: with regard to labeling/packaging or any other rectifiable defect at the time of receipt in Sri Lanka due to an urgency, that shall be done subject to, either rectifying the defect within 05 working days by the supplier, or recovering the total cost [a] of rectifying the defect by MSD (via a duly contracted third party providing such services), from the supplier with a 25% administrative charge on the labeling cost. (total charge = [a]+[a]x0.25) or 2% of the invoiced value, whichever is the highest.

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

6. The specifications of the product offered by the suppliers in the tender, shall match with the tender specifications for the item and **any form of alternate offers for the same, will not be entertained,** when there are product/s offered in compliance with the tender specification.

Shelf life & Warrantees

7. In respect of Non consumables; laboratory items and surgical items: Manufacturer or supplier or local agent shall provide a warranty for a period, not less than as specified in the specification of the item and /or it²s sub components/articles supplied (eg: Special Instrument sets), unless otherwise agreed upon prior to awarding the tender.

The supplier²s invoice shall indicate, the validity period of the warrantee from the date of receiving goods at MSD and a warrantee card with all details, including the local contact details of warrantee services provider, shall also be inserted in each individual pack.

Foreign suppliers of all such items shall have their own local agent in Sri Lanka, capable of providing technical support, repair and spares, when necessary (**This clause No. 07 is not applicable for all Pharmaceuticals and all Consumable Surgical & Laboratory items)**

8. Freshly manufactured stocks of the product shall be supplied; thereby the residual Shelf Life (shelf life remaining at the time of delivery of goods in Sri Lanka/MSD stores/Sri Lanka) of the product, shall be 85% of the product shelf life specified in Indent/PO or as certified in the product registration certificate or indicated in any other way by NMRA)

(a) When the shelf life is not specified in the indent/PO/item spec; the requested shelf life shall be considered as, 36 months for surgical items. (Shelf life of not applicable for surgical non-consumables) and 24 months for Pharma/Laboratory items. The Difference of the residual and requested product shelf life shall not exceed 1/6th (one sixth) of the original product shelf life.

(b) In the violation of the above tender condition, Director/MSD reserves the right to accept a reduced quantity, that is usable (as per the actual consumption rate) up to three months before the expiry of same and will subject to application of a penalty (as clause No. 37 and footnote 01)

Standards & Quality

9. Standards; In respect of all Pharmaceutical products supplied, shall comply Pharmacopoeia Standards that are indicated in the item specifications, other Pharmacopoeia Standards accepted in the product registration by the National Medicines Regulatory Authority.

10. As per the product registration dossier approved by NMRA, the product information leaflet (PIL) for the Pharmaceuticals items and the user manual/instruction pamphlet for surgical items. With information to users regarding the; storage conditions, maintenance, and other product compatibilities, shall be provided with the product, for acceptance of goods by MSD.

Any product deficient of or incompatible with, its sub-components/accessories, not at the specified quality standards or all its components not unitized appropriately in packaging (as a set) shall be rejected.

11. Withdrawal from use of items due to quality failure found as manufacturer²s/Supplier²s fault:

(a). In case of batch withdrawal, **value of entire batch quantity supplied** shall be recovered from the supplier.

(b).In case of product withdrawal, **value of entire product quantity** supplied shall be recovered from the supplier.

(c). In the event of either a) or b) above, supplier shall be charged the total **cost involved for MSD, of the quality failed supplies** with 25% administrative charge of the same**.**

12. The storage conditions and the packing requirements of the product shall conform to the information given by the manufacturer and accepted by NMRA for the product registration or shall conform to the information submitted for waiver of registration granted by NMRA in exceptional circumstances.(refer clause No.24)

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

13. Immediately after delivery at MSD, the consignments shall be subjected to testing appropriately drawn, one random batch sample (Post-delivery sample) of the consignment at a government/semi-government/accredited laboratory (to be selectively applied for Surgical & Lab items, depending on availability of testing methodology and facilities)

If the sample is found to be substandard, random batch samples will be tested from all the batches/lots in the consignment, and entire expenses on such tests, like value of samples, transport, sampling and testing charges, etc, will be recovered from the supplier.

14. Consignments supplied to MSD violating the storage conditions indicated on product labels and/or product information leaflet (as accepted for product registration at NMRA), shall be considered as quality affected consignments and quality assurance of such consignments shall be carried out by post-delivery testing at government / semi government laboratory in Sri Lanka or at an accredited laboratory (foreign/local). All the expenses on such an event, including storage cost shall be borne by the supplier. If found to be quality affected the consignment will be treated as quality failed (as clause No.11).

15. **Pack size, Labeling & Packaging**

Offers for pack sizes at a lower level(smaller quantity per pack) than the pack size specified in the item description/specification and MSD order List, are also acceptable, but higher level (larger quantity per pack) pack sizes will not be entertained unless otherwise offered with the original bid and accepted by the procurement committee, with the concurrence of MSD.

16. In respect of bulk packs (not applicable for blister/strip packs), ³DHS´ mark shall be ;
(a). embossed or printed in case of tablets
(b). printed in case of capsules

Above condition can be waved off, if the purchase order quantity is less than 100,000 tablets/capsules, with deliveries in one/more lots **or** when an exemption is notified in the special order conditions of the relevant MSD order list (**This clause No. 16 is not applicable for all consumable and Non consumable Surgical and Laboratory Items)**

17. Each; innermost pack, vial/ampoule, pre-filled syringe or bottle, shall bear the item Description, SR No, Batch No/Lot no., Product Reference/Catalogue Nos of Surgical items), Date of Manufacture, Date of Expiry (of consumables only) and ³STATE LOGO´ of Government of Sri Lanka.

It is essential to include and exactly match the dates of Expiry (not applicable for Surgical Non-consumables) & date of Manufacture (in any form as ³Year & Month´ or ³No Exp.´), in the innermost pack and supplier²s invoice.

18. Description of the Item, SR No, Date of Manufacture, Date of Expiry, Batch No, Name and address of manufacturer and ³STATE LOGO´ of Sri Lanka Government shall be clearly marked on the outer covering of the individual/innermost pack containing the minimum unit of measure, including blister & strip cards and on the outer cover of the carton/box.
Any deviations of the Date of Manufacture (DOM)/ Date of Expiry(DOE)declared in the offer shall be approved by MSD and DOM & DOE shall consist of at least the year & month.

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

20. Batch Number of the product shall be separately Barcoded (in Code 128 or 2D formats) and Barcode shall be printed on the labels at all levels of packing as described below, conforming to the industry standards in Barcode printing and pasting.
Format shall be according to Code 128 or 2D standards.
Maximum barcode size shall be 5.0cm (length) x 2.5cm (width).

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

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

Storage Conditions & Temperature

22. If the storage temperature & conditions are not specified in the item specification, NMRA accepted product storage conditions, shall conform to Sri Lankan ambient storage conditions in the ranges of 30^0c +/- 2^0c temperature and 75% +/-5% relative humidity. The product storage conditions shall be clearly indicated at all levels of labels/packages/boxes.

23. Maintenance of Cold Chain;

a. In case of cold storage items, cold chain monitors (temperature recording devices) shall be included for each carton and the cold chain shall be maintained according to the manufacturer²s instructions during storage, transport and delivery.

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

c. If the cold chain break is observed at the time of taking over the consignments by MSD, such consignments shall be rejected, indicating the reason on the relevant **WDN or copy of the delivery documents.** In such an event, the SPC shall arrange necessary cold storage for the consignment until ±observed cold chain break² is investigated leading to acceptance / total rejection of consignment and the expenses born by MSD / SPC in arranging the cold storage shall be recovered from the supplier.

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

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

24. In respect of the products requiring controlled temperature storage (Eg. < 25^0c, 2-25^0c, 15-20^0c/30^0c, 2-8^0c etc.), supplier shall provide MSD with latest product stability study reports with the invoice of the consignment.(report shall include studies; at 30^0c +/- 2^0c & 75% +/- 5% RH for **AC stored** items and at 25^0c +/- 2^0c & 60% +/- 5% RH for **Cold stored** items. It shall be a true copy of the latest report submitted to NMRA or a report issued within last 05 years). (refer clause No.12)

Delivery Requirements

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

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

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

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

(a). A penalty of 0.5% per day of the consignment value, calculated commencing from the 15th day up to 60th day delay from the due delivery date, as per the indent/PO or its² latest amended delivery schedules.

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

28. (i). If any local purchases were to be made by MSD/SPC to ensure continuity of supply (due to noncompliance of Indent/PO/its² amended; delivery schedule); in the ensuing period inclusive of the grace period for delivery from due delivery date, extra expenditure incurred on such local purchases, over the landed cost of relevant SPC main order, shall be recovered from the supplier.

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

29. In respect of local manufacturers/ local suppliers, all deliveries shall be made only on week days excluding public holidays, also allowing adequate time to enable the completion of the receiving process at MSD stores before 3.30 p.m. In the event of failure to meet this deadline due to supplier²s fault (eg. In delivery; time, product, document, etc.) goods shall be accepted on the following working day, such date shall be counted for working out penalties as per No. 27 (regarding defaulted consignment) of the conditions of supply.
As an alternative, supplier can request MSD to take over the consignment on the same day, subject to settling all other expenses (i.e. staff OT, forklift charge, etc.) of MSD, by the supplier.

30. The extension of L/C²s overstepping delivery schedules in the Indent/PO/its² amendments, shall not in any way affect the recovery of late delivery charges, as per Condition No. 27 (regarding defaulted consignments) and any other direct or indirect additional costs/liquidated damages, relating/consequent to extension of L/C.

31. When adequate storage space is not available at MSD, to accept a delivery defaulted consignment (deviating from the delivery schedule in the Indent/PO/its² amendments) under the condition No. 27, any additional expenses caused to MSD or SPC in arranging temporary external storage and other expenses (eg. demurrage, detention, container storage, re-handling cum transport, etc.) shall be borne by the supplier.

Documents & Information

32. MSD Order No, Item Description, SR No, Batch No., Date of Manufacture, Date of Expiry and product Storage Condition, shall be indicated in all Supply Invoices and detailed Packing Lists.

33. One of the tender samples of the selected bid shall be forwarded to MSD, for using as a reference sample (can make it; a part of the last consignment or a returnable to supplier) for checking the conformity of the consignments received under the indent/PO. (applicable for all surgical items and laboratory regular items except when specified in respective order lists).

The product artwork or dimensional detail diagrams, product Catalogues and Catalog No²s, as necessary for the surgical items (**not relevant to pharmaceutical & Laboratory items)** shall be provided with the bid document, for reference in the; tender evaluation by SPC, ascertaining (before awarding) user acceptance of deviations from the spec by MSD and inspecting the consignments delivered to MSD.

The artwork of the; specimen labels, minimum pack and outer most box/shipper carton, that satisfies the above mentioned labeling conditions shall be provided before signing the contract with the performance bond.

34 The supplier shall submit all shipping documents to (Including Bills of Lading / Draft Air Way Bills etc.) SPC Imports department and MSD by e-mail (**follow instructions in website www.msd.gov.lk**), at least 03 days before the Expected Time of Arrival (ETA) of sea freighted consignments & 02 days before the ETA of Air freighted consignments.

35. After releasing the Indent/PO or establishing L/C, the latest logistical position of manufacturing & supply on the Indent/PO, shall be updated biweekly through e-mails to SPC with a copy to MSD by the supplier.(follow instructions in the website www.msd.gov.lk)
If it is not complied or the information so provided are found to be incomplete/false, the grace period (for supply delays) mentioned in the condition No. 27 will not be applicable.

Common conditions

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

37. Administrative surcharge of 25%(on the value of goods), will be applied for tender condition violations that cause deficiencies in supply with respect to; quality, standards & specifications, short packing & short supply or delayed delivery as per the cabinet decision. **(eg. As in conditions No. 08,05,10,13)**

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

(b) Part B-Special Order Conditions (SOC) of Supply

Note: SOCs are used, when it is really necessary to enable, item/order list specific deviations from the GOC clauses that are applicable to all or selected items in the order list concerned and in which case the relevant order list No. and SR No. s, shall be indicated separately against each clause of SOC, with the counter signature of Director (MSD) to make it effective.

(i) -

(ii) -

(iii) -

Sufficient quantity of samples should be forwarded for evaluation.

Special Conditions

- Suppliers should submit all shipping documents including the Bill of lading or Air Way Bill to SPC at least 2-3 days prior to arrival of the consignments to prevent any delay in clearance.

- In the event of an award made to you on this tender, SPC reserve the right to cancel/suspend the procuring of said order in any stage, if you would be placed the defaulted supplier's list due to quality failure found in your previous supplies made to SPC or non compliance of contractual agreement.

- This bid is administered by the provisions of the "Public Contract Act No. 3 of 1987" and therefore, in the event bidder is to retain an agent, representative, nominee for and on behalf of Bid or shall register himself and such public contact act in accordance with the section 10 of the Public Contract Act and produce such valid original certificate of registration with the bid.

- 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.

- Destination Terminal Handling charges (THC) should be borne by the supplier at the Port of Loading. Hence when the C&F prices are quoted this should be inclusive of THC.

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

- In the event of delivery of consignments deviating from given delivery schedule by MSD due to default of supplier and same is rejected due lack of storage space available at MSD warehouses, any resulting demurrage charges incurred shall be borne by the suppliers concerned.

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

BID NO: DHS/SUS/WW/85/24 CLOSING ON : 28.08.2023 at 9.00 a.m.

ORDER LIST NUMBER: 2024/SPC/N/C/S/00179

ITEM NO	SR NO	ITEM	QTY Nos.	DELIVERY	Bid Bond value (LKR)
3	11403008	Articulating Reloads for Laparoscopic stapler 60mm (with knife), Tissue type Thick, Closed stapler height 2.0 mm, Rows 06. To be used with Universal Endoscopic Linear Cutter Device	1800	900-Jan/2024 900-Jun/2024	792,200.00

Packing: 1 Nos.

All tenderers should furnish an unconditional Bid Bond encashable on demand to the value mentioned in the item list. Bid Bond should be submitted with valid up to 25.03.2024 together with the tender

1. Page 9 Condition No. 19.b

Registrar of public contracts

This clause should be amended as awards over Sri Lanka rupees Five Million instead of (LKR) Ten Million.

1. Page 10 Condition No. 20. a
   Representative samples in respect of items offered should be submitted to reach SPC on or before the closing time on the closing date of tender and acknowledgement receipt to be obtained from Administration Department of SPC.

Contract:
The successful supplier should agree to enter into a contract/Agreement is applicable normally for awards which are over LKR 500,000.00 instead of 10.0 Million.

Bidding Document Fee- As per the guideline 6.1.1 (a) of the Government Procurement Guidelines 2006.

A non refundable fee of Rs. 12,500.00 + taxes should be paid in cash to SPC for each set of Tender Documents

Amendments of Bidding Document for Procurement of Surgical/Lab items

(1) **Clause 8**

(a) Bid Bonds to be submitted for each item (SR Number) when estimated value of each item exceeds LKR 01 Million.

(b) Value and validity applicable for the submission of Bid Bond for each item should be as indicated therein.

08.2 The Bid Bond should be valid for at least 30 days beyond the validity of the Bid.

(c) To be deleted.

(2) **Clause 12**

Amend as **REIMBURSEMENT**

12.1 Corporation reserves 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 labeling.

(3) **Clause 16.6**

Any request for a price increment due to LKR depreciating against foreign currency will not be accepted and such bid will be rejected at the preliminary stage of bid evaluation.

(4) **Clause 28.0**

Evaluation will be done as per Bid Form (Annex – II B) and Bid Evaluation Summary Sheet. (Annex – II C, to be submitted along with the Bid and a soft copy as per instruction given in www.spc.lk Web Site)

(5) 2nd column of Annex II B amend as "FULL DESCRIPTION OF ITEM OFFERED THE STANDARD & STORAGE CONDITION"

(6) Annex – 1 to be amend as follows.

SPECIMEN OF ANNEX – 1

ANNEX – 1

BID NO/ BID REFERENCE :
(TENDER NO)

DATE OF ISSUE :

CLOSING DATE & TIME :
(SRI LANKAN TIME)

ORDER LIST NO :

SR No	Item Description/ Specifications	Quantity	Delivery Schedule

Amount of Bid Bond : LKR …….. or USD …….. to be submitted along with the Bid Bond valid till …… (date)

Bid validity period : Bid should be valid till …….. (date)

Bid Document Fee : ……
(should be paid in cash to SPC for each set of Bid Documents)

MSD CONDITIONS OF SUPPLY

1.
2.

Abbreviations : SPC ; State Pharmaceuticals Corporation, MSD; Medical Supplies Division

Annex VI

SPECIMEN OF CONTRACT FORM (IB)

STATE PHARMACEUTICALS CORPORATION OF SRI LANKA

(Established under the State Industrial Corporation Act, No. 49 of *1957)*
"Mehewara Piyasa", 16th Floor, No. 41, Kirula Road, Colombo 05,Sri Lanka.
Telephone (00)94-1-326227 or 2391538 Fax: (00)94-11-2446204
E-mail: dgmcomm@spc.lk or managerimp2spc.lk

DEMOCRATIC SOCIALISTREPUBLIC OF SRI LANKA
AGREEMENT

SPC Ref. No Date :
Bid Ref.

This **AGREEMENT** made and entered into between the State Pharmaceuticals Corporation of Sri Lanka, a Corporation established under the State Industrial Corporation Act. No. 49 of 1957 and having its Head Office at "Mehewara Piyasa", 16th Floor, No. 41, Kirula Road, Colombo 05, 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 **FIRST PART**

AND

M/s …………………………………………………………………………………………………… ..
…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 **SECOND PART.**

AND

M/s …………………………………………………………………………………………………… ..
…business under the time, style and firm of a company duly registered and carrying business (hereinafter called "the Local Agent" 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 **THIRD PART.**

Whereas the State Pharmaceuticals Corporation has accepted the bid of M/s ………………
……………………………………………………………………… for the supply and delivery of…………………………………………………… as per the attached indent for ……………… marked SPC ……………………………………. Dated ……………………………………… and M/s
…………………………………………………………… will act as local agent of the supplier for all matters arising out of supplies here of.

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. The following documents:

   (a) Conditions of Contract marked – Annex 1
   (b) Bid Documents marked – Annex 2
   (c) Copy of Indent marked – Annex 3

(hereinafter called ñthe Contract Documentsò) showing and describing the nature and scope of the agreement duly signed by three parties shall be deemed to form and be read and construed as part and partial 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, and the local agent will be responsible for all the matters regarding the supplies which do not confirm to required standard..

The supplier shall be paid for such supply and delivery of the goods according to the Indent marked and in the manner and at the times hereinafter specified.

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

In witness whereof the State Pharmaceuticals Corporation has caused its Common Seal to be affixed and é é é é é é é é é and é é é é é é é é é é . of State Pharmaceuticals Corporation have set their hands and Supplier and the Local Agent has placed its hand/caused its Common Seal to be affixed hereunto and to two other of the same tenor on this é é é é é .20é

The Common Seal of M/s (supplier)é é é é é é é é é é é é é é é é é é ... herein.

1. ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ..

President/Managing Director/C.E.O.

2. ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ..

Director

Witnesses

Signature	Name, Address and ID No./Passport No.
1. é é é é é é é é é é é .	é é é é é é é é é é é é é é é ..
2. é é é é é é é é é é é .	é é é é é é é é é é é é é é é é

The Common Seal of M/s. é é é é é é é é é é é é é é é (Local Agent) herein.

é é é é é é é é é é é é é é é .
President/Managing Director/C.E.O.

é é é é é é é é é é é é é é é .
Director

Witnesses

Signature	Name, Address and ID No./Passport No.
1. é é é é é é é é é é é .	é é é é é é é é é é é é é é é ..
2. é é é é é é é é é é é .	é é é é é é é é é é é é é é é é

CONDITIONS OF CONTRACT

3.FREE REPLACEMENT /REIMBURSEMENT

3.1 SPC reserves the right to call for Free Replacement/Reimbursement in the event of

3.1.1 Short packing
3.1.2 Loss/damage or deterioration of goods supplied (within shelf-life if applicable)
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/or quality standards to the satisfaction of Medical Supplies Division of Sri Lanka/ State Pharmaceuticals Corporation of Sri Lanka.

3.2 In the event of a quality problem, Batch samples would be tested by SPC its authorized personnel at the NMQAL or SPC Quality Assurance Laboratory or any other Quality Assurance Laboratory nominated by SPC or itôs fitness for use will be determined by and expert Committee appointed by the relevant authority.

3.3 **Withdrawal from use of Item due to quality failure.**

a) In case of batch withdrawal due to quality failure, the supplier/ manufacturer shall reimburse the value of entire batch quantity supplied.
b) In case of product withdrawal due to quality failure, the supplier/ manufacturer shall reimburse the value of entire product quantity supplied.
c) In the event of either a) or b) above the supplier/ manufacturer shall be surcharged additional 25% of the total value concerned as administrative cost.

Samples from the available batches will be retained by 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 and the Local Agent agreed to reimburse the SPC the landed cost and an additional 25% surcharge of the total quantity supplied.

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 7 working days of receipt of same in writing. Parties however shall endeavours 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 parties at the respective addresses at the beginning hereof written.

The common seal of State Pharmaceuticals Corporation of Sri Lanka was affixed)

heretoé)
é .)
é .)
é .)

Authorized signatory

Authorized signatory

Witnesses

Signature Name, Address and ID No

1…….. ……

2…… ……

DR/ns

ANNEX – 1

BID NO. : DHS/SUS/WW/86/24
DATE OF ISSUE : 18TH JULY 2023
CLOSING DATE & TIME : 28TH AUGUST 2023 AT 09.00 HOURS SRI LANKA TIME

Special Conditions for tendering :

1. Offers should be accompanied with the valid registration certificate issued by the National Medicine Regulatory Authority in Sri Lanka
2. Offered item should bear both our SR number and the Item number. However at the bid opening only the item numbers will be read out. Therefore price quoted should be shown against each item number.
3. If the shipment is being effected on FCL basis both FOB and Freight charges should be quoted separately against each item in addition to quoted C & F price.
4. The volume of the total quantity of each item should be given in cubic meters (m^3)
5. **Foreign offers should be on C & F (CPT/CFR) Colombo basis. FOB offers are not acceptable. If offers are received on Import & Supply basis from local suppliers, those offers should be in LKR. All local suppliers/manufacturers should quote in LKR for the total delivery price to MSD stores.**
6. **Fax/E-mail offers directly sent to State Pharmaceuticals Corporation are not acceptable. Tenderers are requested to draw their attention to the clause "Submission of Bids" of the bid document in this regard.**
7. 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.
8. The original payment receipt has to be annexed to the offer. Offers without same will be rejected.
9. We reserve the right to reject offers which do not comply above.
10. The offer should be valid up to 24.02.2024

CONDITIONS FOR SUPPLY OF SURGICAL ITEMS

(a) Part A-General Order Conditions (GOC) of Supply

1. The consignments supplied in respect of an order concerned, shall exactly match with the reference sample submitted and the product information (item descriptions, shelf life/warranty where applicable, manufacturer²s name, country of manufacture, country of origin, etc.) provided in the bid document by the supplier, which has been accepted by the procurement committee, and included in the Indent / Purchase Order (PO), issued by SPC.

2. All items shall be supplied, sourcing from the manufacturer and country of manufacturer, stated in the Purchase Order (PO)/Indent of SPC and wherever applicable shall have a valid product registration from NMRA.

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

When the validity of the product/manufacturing licenses and registrations of NMRA (eg; manufacturing license, product registration and GMP certificates), of local manufacturers / local suppliers, lapses during the year or during the period of supply (delivery schedule), it shall be extended / renewed by the supplier.

A certified copies of afore mentioned valid certificates shall be submitted to MSD by the supplier when deliveries are made.

4. The number of batches per consignment shall be minimal. Batch quantity shall be an equal multiple of the quantity of the consignment and the proportionate size of the batch quantity shall be not less than 15% of the quantity in the consignment.

5. If MSD decides to accept consignment, with deviations from certain tender conditions (eg: with regard to labeling/packaging or any other rectifiable defect at the time of receipt in Sri Lanka due to an urgency, that shall be done subject to, either rectifying the defect within 05 working days by the supplier, or recovering the total cost [a] of rectifying the defect by MSD (via a duly contracted third party providing such services), from the supplier with a 25% administrative charge on the labeling cost. (total charge = [a]+[a]x0.25) or 2% of the invoiced value, whichever is the highest.

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

6. The specifications of the product offered by the suppliers in the tender, shall match with the tender specifications for the item and **any form of alternate offers for the same, will not be entertained,** when there are product/s offered in compliance with the tender specification.

Shelf life & Warrantees

7. In respect of Non consumables; laboratory items and surgical items: Manufacturer or supplier or local agent shall provide a warranty for a period, not less than as specified in the specification of the item and /or it²s sub components/articles supplied (eg: Special Instrument sets), unless otherwise agreed upon prior to awarding the tender.

The supplier²s invoice shall indicate, the validity period of the warrantee from the date of receiving goods at MSD and a warrantee card with all details, including the local contact details of warrantee services provider, shall also be inserted in each individual pack.

Foreign suppliers of all such items shall have their own local agent in Sri Lanka, capable of providing technical support, repair and spares, when necessary (**This clause No. 07 is not applicable for all Pharmaceuticals and all Consumable Surgical & Laboratory items)**

8. Freshly manufactured stocks of the product shall be supplied; thereby the residual Shelf Life (shelf life remaining at the time of delivery of goods in Sri Lanka/MSD stores/Sri Lanka) of the product, shall be 85% of the product shelf life specified in Indent/PO or as certified in the product registration certificate or indicated in any other way by NMRA)

(a) When the shelf life is not specified in the indent/PO/item spec; the requested shelf life shall be considered as, 36 months for surgical items. (Shelf life of not applicable for surgical non-consumables) and 24 months for Pharma/Laboratory items. The Difference of the residual and requested product shelf life shall not exceed 1/6th (one sixth) of the original product shelf life.

(b) In the violation of the above tender condition, Director/MSD reserves the right to accept a reduced quantity, that is usable (as per the actual consumption rate) up to three months before the expiry of same and will subject to application of a penalty (as clause No. 37 and footnote 01)

Standards & Quality

9. Standards; In respect of all Pharmaceutical products supplied, shall comply Pharmacopoeia Standards that are indicated in the item specifications, other Pharmacopoeia Standards accepted in the product registration by the National Medicines Regulatory Authority.

10. As per the product registration dossier approved by NMRA, the product information leaflet (PIL) for the Pharmaceuticals items and the user manual/instruction pamphlet for surgical items. With information to users regarding the; storage conditions, maintenance, and other product compatibilities, shall be provided with the product, for acceptance of goods by MSD.

Any product deficient of or incompatible with, its sub-components/accessories, not at the specified quality standards or all its components not unitized appropriately in packaging (as a set) shall be rejected.

11. Withdrawal from use of items due to quality failure found as manufacturer²s/Supplier²s fault:

(a). In case of batch withdrawal, **value of entire batch quantity supplied** shall be recovered from the supplier.

(b).In case of product withdrawal, **value of entire product quantity** supplied shall be recovered from the supplier.

(c). In the event of either a) or b) above, supplier shall be charged the total **cost involved for MSD, of the quality failed supplies** with 25% administrative charge of the same**.**

12. The storage conditions and the packing requirements of the product shall conform to the information given by the manufacturer and accepted by NMRA for the product registration or shall conform to the information submitted for waiver of registration granted by NMRA in exceptional circumstances.(refer clause No.24)

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

13. Immediately after delivery at MSD, the consignments shall be subjected to testing appropriately drawn, one random batch sample (Post-delivery sample) of the consignment at a government/semi-government/accredited laboratory (to be selectively applied for Surgical & Lab items, depending on availability of testing methodology and facilities)

If the sample is found to be substandard, random batch samples will be tested from all the batches/lots in the consignment, and entire expenses on such tests, like value of samples, transport, sampling and testing charges, etc, will be recovered from the supplier.

14. Consignments supplied to MSD violating the storage conditions indicated on product labels and/or product information leaflet (as accepted for product registration at NMRA), shall be considered as quality affected consignments and quality assurance of such consignments shall be carried out by post-delivery testing at government / semi government laboratory in Sri Lanka or at an accredited laboratory (foreign/local). All the expenses on such an event, including storage cost shall be borne by the supplier. If found to be quality affected the consignment will be treated as quality failed (as clause No.11).

15. **Pack size, Labeling & Packaging**

Offers for pack sizes at a lower level(smaller quantity per pack) than the pack size specified in the item description/specification and MSD order List, are also acceptable, but higher level (larger quantity per pack) pack sizes will not be entertained unless otherwise offered with the original bid and accepted by the procurement committee, with the concurrence of MSD.

16. In respect of bulk packs (not applicable for blister/strip packs), ³DHS´ mark shall be ;
(a). embossed or printed in case of tablets
(b). printed in case of capsules

Above condition can be waved off, if the purchase order quantity is less than 100,000 tablets/capsules, with deliveries in one/more lots **or** when an exemption is notified in the special order conditions of the relevant MSD order list (**This clause No. 16 is not applicable for all consumable and Non consumable Surgical and Laboratory Items)**

17. Each; innermost pack, vial/ampoule, pre-filled syringe or bottle, shall bear the item Description, SR No, Batch No/Lot no., Product Reference/Catalogue Nos of Surgical items), Date of Manufacture, Date of Expiry (of consumables only) and ³STATE LOGO´ of Government of Sri Lanka.

It is essential to include and exactly match the dates of Expiry (not applicable for Surgical Non-consumables) & date of Manufacture (in any form as ³Year & Month´ or ³No Exp.´), in the innermost pack and supplier²s invoice.

18. Description of the Item, SR No, Date of Manufacture, Date of Expiry, Batch No, Name and address of manufacturer and ³STATE LOGO´ of Sri Lanka Government shall be clearly marked on the outer covering of the individual/innermost pack containing the minimum unit of measure, including blister & strip cards and on the outer cover of the carton/box.
Any deviations of the Date of Manufacture (DOM)/ Date of Expiry(DOE)declared in the offer shall be approved by MSD and DOM & DOE shall consist of at least the year & month.

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

20. Batch Number of the product shall be separately Barcoded (in Code 128 or 2D formats) and Barcode shall be printed on the labels at all levels of packing as described below, conforming to the industry standards in Barcode printing and pasting.
Format shall be according to Code 128 or 2D standards.
Maximum barcode size shall be 5.0cm (length) x 2.5cm (width).

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

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

Storage Conditions & Temperature

22. If the storage temperature & conditions are not specified in the item specification, NMRA accepted product storage conditions, shall conform to Sri Lankan ambient storage conditions in the ranges of 30^0c +/- 2^0c temperature and 75% +/-5% relative humidity. The product storage conditions shall be clearly indicated at all levels of labels/packages/boxes.

23. Maintenance of Cold Chain;

a. In case of cold storage items, cold chain monitors (temperature recording devices) shall be included for each carton and the cold chain shall be maintained according to the manufacturer²s instructions during storage, transport and delivery.

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

c. If the cold chain break is observed at the time of taking over the consignments by MSD, such consignments shall be rejected, indicating the reason on the relevant **WDN or copy of the delivery documents.** In such an event, the SPC shall arrange necessary cold storage for the consignment until ±observed cold chain break² is investigated leading to acceptance / total rejection of consignment and the expenses born by MSD / SPC in arranging the cold storage shall be recovered from the supplier.

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

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

24. In respect of the products requiring controlled temperature storage (Eg. < 25^0c, 2-25^0c, 15-20^0c/30^0c, 2-8^0c etc.), supplier shall provide MSD with latest product stability study reports with the invoice of the consignment.(report shall include studies; at 30^0c +/- 2^0c & 75% +/- 5% RH for **AC stored** items and at 25^0c +/- 2^0c & 60% +/- 5% RH for **Cold stored** items. It shall be a true copy of the latest report submitted to NMRA or a report issued within last 05 years). (refer clause No.12)

Delivery Requirements

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

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

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

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

(a). A penalty of 0.5% per day of the consignment value, calculated commencing from the 15th day up to 60th day delay from the due delivery date, as per the indent/PO or its² latest amended delivery schedules.

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

28. (i). If any local purchases were to be made by MSD/SPC to ensure continuity of supply (due to noncompliance of Indent/PO/its² amended; delivery schedule); in the ensuing period inclusive of the grace period for delivery from due delivery date, extra expenditure incurred on such local purchases, over the landed cost of relevant SPC main order, shall be recovered from the supplier.

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

29. In respect of local manufacturers/ local suppliers, all deliveries shall be made only on week days excluding public holidays, also allowing adequate time to enable the completion of the receiving process at MSD stores before 3.30 p.m. In the event of failure to meet this deadline due to supplier²s fault (eg. In delivery; time, product, document, etc.) goods shall be accepted on the following working day, such date shall be counted for working out penalties as per No. 27 (regarding defaulted consignment) of the conditions of supply.
As an alternative, supplier can request MSD to take over the consignment on the same day, subject to settling all other expenses (i.e. staff OT, forklift charge, etc.) of MSD, by the supplier.

30. The extension of L/C²s overstepping delivery schedules in the Indent/PO/its² amendments, shall not in any way affect the recovery of late delivery charges, as per Condition No. 27 (regarding defaulted consignments) and any other direct or indirect additional costs/liquidated damages, relating/consequent to extension of L/C.

31. When adequate storage space is not available at MSD, to accept a delivery defaulted consignment (deviating from the delivery schedule in the Indent/PO/its² amendments) under the condition No. 27, any additional expenses caused to MSD or SPC in arranging temporary external storage and other expenses (eg. demurrage, detention, container storage, re-handling cum transport, etc.) shall be borne by the supplier.

Documents & Information

32. MSD Order No, Item Description, SR No, Batch No., Date of Manufacture, Date of Expiry and product Storage Condition, shall be indicated in all Supply Invoices and detailed Packing Lists.

33. One of the tender samples of the selected bid shall be forwarded to MSD, for using as a reference sample (can make it; a part of the last consignment or a returnable to supplier) for checking the conformity of the consignments received under the indent/PO. (applicable for all surgical items and laboratory regular items except when specified in respective order lists).

The product artwork or dimensional detail diagrams, product Catalogues and Catalog No²s, as necessary for the surgical items (**not relevant to pharmaceutical & Laboratory items)** shall be provided with the bid document, for reference in the; tender evaluation by SPC, ascertaining (before awarding) user acceptance of deviations from the spec by MSD and inspecting the consignments delivered to MSD.

The artwork of the; specimen labels, minimum pack and outer most box/shipper carton, that satisfies the above mentioned labeling conditions shall be provided before signing the contract with the performance bond.

34 The supplier shall submit all shipping documents to (Including Bills of Lading / Draft Air Way Bills etc.) SPC Imports department and MSD by e-mail (**follow instructions in website www.msd.gov.lk**), at least 03 days before the Expected Time of Arrival (ETA) of sea freighted consignments & 02 days before the ETA of Air freighted consignments.

35. After releasing the Indent/PO or establishing L/C, the latest logistical position of manufacturing & supply on the Indent/PO, shall be updated biweekly through e-mails to SPC with a copy to MSD by the supplier.(follow instructions in the website www.msd.gov.lk)
If it is not complied or the information so provided are found to be incomplete/false, the grace period (for supply delays) mentioned in the condition No. 27 will not be applicable.

Common conditions

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

37. Administrative surcharge of 25%(on the value of goods), will be applied for tender condition violations that cause deficiencies in supply with respect to; quality, standards & specifications, short packing & short supply or delayed delivery as per the cabinet decision. **(eg. As in conditions No. 08,05,10,13)**

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

(b) Part B-Special Order Conditions (SOC) of Supply

Note: SOCs are used, when it is really necessary to enable, item/order list specific deviations from the GOC clauses that are applicable to all or selected items in the order list concerned and in which case the relevant order list No. and SR No. s, shall be indicated separately against each clause of SOC, with the counter signature of Director (MSD) to make it effective.

(i) -

(ii) -

(iii) -

Sufficient quantity of samples should be forwarded for evaluation.

Special Conditions

- Suppliers should submit all shipping documents including the Bill of lading or Air Way Bill to SPC at least 2-3 days prior to arrival of the consignments to prevent any delay in clearance.

- In the event of an award made to you on this tender, SPC reserve the right to cancel/suspend the procuring of said order in any stage, if you would be placed the defaulted supplier's list due to quality failure found in your previous supplies made to SPC or non compliance of contractual agreement.

- This bid is administered by the provisions of the "Public Contract Act No. 3 of 1987" and therefore, in the event bidder is to retain an agent, representative, nominee for and on behalf of Bid or shall register himself and such public contact act in accordance with the section 10 of the Public Contract Act and produce such valid original certificate of registration with the bid.

- 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.

- Destination Terminal Handling charges (THC) should be borne by the supplier at the Port of Loading. Hence when the C&F prices are quoted this should be inclusive of THC.

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

- In the event of delivery of consignments deviating from given delivery schedule by MSD due to default of supplier and same is rejected due lack of storage space available at MSD warehouses, any resulting demurrage charges incurred shall be borne by the suppliers concerned.

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

BID NO: DHS/SUS/WW/86/24 CLOSING ON : 28.08.2023 at 9.00 a.m.

ORDER LIST NUMBER: 2024/SPC/N/C/S/00143

ITEM NO	SR NO	ITEM	QTY Nos.	DELIVERY	Bid Bond value (LKR)
1	13604200	Implantable Cardiovertor Defibrillator (ICD), Dual Chamber, multi programmable, with end life indicator and manufacturer's guarantee of device battery life (minimum 7 years or 200 shocks). Should include Single coil ICD lead with DF4 connector and IS1 atrial lead with compatible introducer sets with sheaths. A compatible device programmer should be provided with every 10 sets of devices.	85	30-Jan/2024 30-May/2024 25-Sep/2024	2,235,150.00

Packing: 1 Nos.

All tenderers should furnish an unconditional Bid Bond encashable on demand to the value mentioned in the item list. Bid Bond should be submitted with valid up to 25.03.2024 together with the tender

1. Page 9 Condition No. 19.b

Registrar of public contracts

This clause should be amended as awards over Sri Lanka rupees Five Million instead of (LKR) Ten Million.

1. Page 10 Condition No. 20. a
   Representative samples in respect of items offered should be submitted to reach SPC on or before the closing time on the closing date of tender and acknowledgement receipt to be obtained from Administration Department of SPC.

Contract:
The successful supplier should agree to enter into a contract/Agreement is applicable normally for awards which are over LKR 500,000.00 instead of 10.0 Million.

Bidding Document Fee- As per the guideline 6.1.1 (a) of the Government Procurement Guidelines 2006.

A non refundable fee of Rs. 35,000.00 + taxes should be paid in cash to SPC for each set of Tender Documents

Amendments of Bidding Document for Procurement of Surgical/Lab items

(1) **Clause 8**

(a) Bid Bonds to be submitted for each item (SR Number) when estimated value of each item exceeds LKR 01 Million.

(b) Value and validity applicable for the submission of Bid Bond for each item should be as indicated therein.

08.2 The Bid Bond should be valid for at least 30 days beyond the validity of the Bid.

(c) To be deleted.

(2) **Clause 12**

Amend as **REIMBURSEMENT**

12.1 Corporation reserves 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 labeling.

(3) **Clause 16.6**

Any request for a price increment due to LKR depreciating against foreign currency will not be accepted and such bid will be rejected at the preliminary stage of bid evaluation.

(4) **Clause 28.0**

Evaluation will be done as per Bid Form (Annex – II B) and Bid Evaluation Summary Sheet. (Annex – II C, to be submitted along with the Bid and a soft copy as per instruction given in www.spc.lk Web Site)

(5) 2nd column of Annex II B amend as "FULL DESCRIPTION OF ITEM OFFERED THE STANDARD & STORAGE CONDITION"

(6) Annex – 1 to be amend as follows.

SPECIMEN OF ANNEX – 1

ANNEX – 1

BID NO/ BID REFERENCE :
(TENDER NO)

DATE OF ISSUE :

CLOSING DATE & TIME :
(SRI LANKAN TIME)

ORDER LIST NO :

SR No	Item Description/ Specifications	Quantity	Delivery Schedule

Amount of Bid Bond : LKR …….. or USD …….. to be submitted along with the Bid Bond valid till …… (date)

Bid validity period : Bid should be valid till …….. (date)

Bid Document Fee : ……
(should be paid in cash to SPC for each set of Bid Documents)

MSD CONDITIONS OF SUPPLY

1.
2.

Abbreviations : SPC ; State Pharmaceuticals Corporation, MSD; Medical Supplies Division

Annex VI

SPECIMEN OF CONTRACT FORM (IB)

STATE PHARMACEUTICALS CORPORATION OF SRI LANKA

(Established under the State Industrial Corporation Act, No. 49 of *1957)*
"Mehewara Piyasa", 16th Floor, No. 41, Kirula Road, Colombo 05,Sri Lanka.
Telephone (00)94-1-326227 or 2391538 Fax: (00)94-11-2446204
E-mail: dgmcomm@spc.lk or managerimp2spc.lk

DEMOCRATIC SOCIALISTREPUBLIC OF SRI LANKA
AGREEMENT

SPC Ref. No Date :
Bid Ref.

This **AGREEMENT** made and entered into between the State Pharmaceuticals Corporation of Sri Lanka, a Corporation established under the State Industrial Corporation Act. No. 49 of 1957 and having its Head Office at "Mehewara Piyasa", 16th Floor, No. 41, Kirula Road, Colombo 05, 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 **FIRST PART**

AND

M/s é ..
…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 **SECOND PART.**

AND

M/s é ..
…business under the time, style and firm of a company duly registered and carrying business (hereinafter called "the Local Agent" 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 **THIRD PART.**

Whereas the State Pharmaceuticals Corporation has accepted the bid of M/s é é é é é é
é for the supply and delivery
ofé as per the attached indent for é é é é é é marked
SPC é é é é é é é é é é é é . Dated é é é é é é é é é é é é and M/s
é will act as local agent of the supplier for all matters arising out of supplies here of.

<u>NOW IT IS HEREBY AGREED AS FOLLOWS:</u>

1. The following documents: -

(a) Conditions of Contract marked – Annex 1
(b) Bid Documents marked – Annex 2
(c) Copy of Indent marked – Annex 3

(hereinafter called ñthe Contract Documentsö) showing and describing the nature and scope of the agreement duly signed by three parties shall be deemed to form and be read and construed as part and partial 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, and the local agent will be responsible for all the matters regarding the supplies which do not confirm to required standard..

The supplier shall be paid for such supply and delivery of the goods according to the Indent marked and in the manner and at the times hereinafter specified.

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

In witness whereof the State Pharmaceuticals Corporation has caused its Common Seal to be affixed and é é é é é é é é é and é é é é é é é é é é é . of State Pharmaceuticals Corporation have set their hands and Supplier and the Local Agent has placed its hand/caused its Common Seal to be affixed hereunto and to two other of the same tenor on this é é é é é .20é

The Common Seal of M/s (supplier)é é é é é é é é é é é é é é é é é é é ... herein.

1. ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ..

President/Managing Director/C.E.O.

2. ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ..

Director

Witnesses

Signature	Name, Address and ID No./Passport No.
1. é é é é é é é é é é é .	é é é é é é é é é é é é é é é ..
2. é é é é é é é é é é é .	é é é é é é é é é é é é é é é é

The Common Seal of M/s. é é é é é é é é é é é é é é é (Local Agent) herein.

é é é é é é é é é é é é é é é .
President/Managing Director/C.E.O.

é é é é é é é é é é é é é é é .
Director

Witnesses

Signature	Name, Address and ID No./Passport No.
1. é é é é é é é é é é é .	é é é é é é é é é é é é é é é ..
2. é é é é é é é é é é é .	é é é é é é é é é é é é é é é é

CONDITIONS OF CONTRACT

3.FREE REPLACEMENT /REIMBURSEMENT

3.1 SPC reserves the right to call for Free Replacement/Reimbursement in the event of

3.1.1 Short packing
3.1.2 Loss/damage or deterioration of goods supplied (within shelf-life if applicable)
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/or quality standards to the satisfaction of Medical Supplies Division of Sri Lanka/ State Pharmaceuticals Corporation of Sri Lanka.

3.2 In the event of a quality problem, Batch samples would be tested by SPC its authorized personnel at the NMQAL or SPC Quality Assurance Laboratory or any other Quality Assurance Laboratory nominated by SPC or its fitness for use will be determined by and expert Committee appointed by the relevant authority.

3.3 **Withdrawal from use of Item due to quality failure.**

a) In case of batch withdrawal due to quality failure, the supplier/ manufacturer shall reimburse the value of entire batch quantity supplied.
b) In case of product withdrawal due to quality failure, the supplier/ manufacturer shall reimburse the value of entire product quantity supplied.
c) In the event of either a) or b) above the supplier/ manufacturer shall be surcharged additional 25% of the total value concerned as administrative cost.

Samples from the available batches will be retained by 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 and the Local Agent agreed to reimburse the SPC the landed cost and an additional 25% surcharge of the total quantity supplied.

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 7 working days of receipt of same in writing. Parties however shall endeavours 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 parties at the respective addresses at the beginning hereof written.

The common seal of State Pharmaceuticals Corporation of Sri Lanka was affixed)

heretoé)
é .)
é .)
é .)

Authorized signatory

Authorized signatory

<u>Witnesses</u>

Signature Name, Address and ID No

1……………….. **……………………………………………**

2………………… **……………………………………………**

DP/ns

ANNEX – 1

BID NO. : DHS/SUS/WW/87/24
DATE OF ISSUE : 18TH JULY 2023
CLOSING DATE & TIME : 28TH AUGUST 2023 AT 09.00 HOURS SRI LANKA TIME

Special Conditions for tendering :

1. Offers should be accompanied with the valid registration certificate issued by the National Medicine Regulatory Authority in Sri Lanka
2. Offered item should bear both our SR number and the Item number. However at the bid opening only the item numbers will be read out. Therefore price quoted should be shown against each item number.
3. If the shipment is being effected on FCL basis both FOB and Freight charges should be quoted separately against each item in addition to quoted C & F price.
4. The volume of the total quantity of each item should be given in cubic meters (m^3)
5. **Foreign offers should be on C & F (CPT/CFR) Colombo basis. FOB offers are not acceptable. If offers are received on Import & Supply basis from local suppliers, those offers should be in LKR. All local suppliers/manufacturers should quote in LKR for the total delivery price to MSD stores.**
6. **Fax/E-mail offers directly sent to State Pharmaceuticals Corporation are not acceptable. Tenderers are requested to draw their attention to the clause "Submission of Bids" of the bid document in this regard.**
7. 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.
8. The original payment receipt has to be annexed to the offer. Offers without same will be rejected.
9. We reserve the right to reject offers which do not comply above.
10. The offer should be valid up to 24.02.2024

CONDITIONS FOR SUPPLY OF SURGICAL ITEMS

(a) Part A-General Order Conditions (GOC) of Supply

1. The consignments supplied in respect of an order concerned, shall exactly match with the reference sample submitted and the product information (item descriptions, shelf life/warranty where applicable, manufacturer²s name, country of manufacture, country of origin, etc.) provided in the bid document by the supplier, which has been accepted by the procurement committee, and included in the Indent / Purchase Order (PO), issued by SPC.

2. All items shall be supplied, sourcing from the manufacturer and country of manufacturer, stated in the Purchase Order (PO)/Indent of SPC and wherever applicable shall have a valid product registration from NMRA.

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

When the validity of the product/manufacturing licenses and registrations of NMRA (eg; manufacturing license, product registration and GMP certificates), of local manufacturers / local suppliers, lapses during the year or during the period of supply (delivery schedule), it shall be extended / renewed by the supplier.

A certified copies of afore mentioned valid certificates shall be submitted to MSD by the supplier when deliveries are made.

4. The number of batches per consignment shall be minimal. Batch quantity shall be an equal multiple of the quantity of the consignment and the proportionate size of the batch quantity shall be not less than 15% of the quantity in the consignment.

5. If MSD decides to accept consignment, with deviations from certain tender conditions (eg: with regard to labeling/packaging or any other rectifiable defect at the time of receipt in Sri Lanka due to an urgency, that shall be done subject to, either rectifying the defect within 05 working days by the supplier, or recovering the total cost [a] of rectifying the defect by MSD (via a duly contracted third party providing such services), from the supplier with a 25% administrative charge on the labeling cost. (total charge = [a]+[a]x0.25) or 2% of the invoiced value, whichever is the highest.

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

6. The specifications of the product offered by the suppliers in the tender, shall match with the tender specifications for the item and **any form of alternate offers for the same, will not be entertained,** when there are product/s offered in compliance with the tender specification.

Shelf life & Warrantees

7. In respect of Non consumables; laboratory items and surgical items: Manufacturer or supplier or local agent shall provide a warranty for a period, not less than as specified in the specification of the item and /or it²s sub components/articles supplied (eg: Special Instrument sets), unless otherwise agreed upon prior to awarding the tender.

The supplier²s invoice shall indicate, the validity period of the warrantee from the date of receiving goods at MSD and a warrantee card with all details, including the local contact details of warrantee services provider, shall also be inserted in each individual pack.

Foreign suppliers of all such items shall have their own local agent in Sri Lanka, capable of providing technical support, repair and spares, when necessary (**This clause No. 07 is not applicable for all Pharmaceuticals and all Consumable Surgical & Laboratory items)**

8. Freshly manufactured stocks of the product shall be supplied; thereby the residual Shelf Life (shelf life remaining at the time of delivery of goods in Sri Lanka/MSD stores/Sri Lanka) of the product, shall be 85% of the product shelf life specified in Indent/PO or as certified in the product registration certificate or indicated in any other way by NMRA)

(a) When the shelf life is not specified in the indent/PO/item spec; the requested shelf life shall be considered as, 36 months for surgical items. (Shelf life of not applicable for surgical non-consumables) and 24 months for Pharma/Laboratory items. The Difference of the residual and requested product shelf life shall not exceed 1/6th (one sixth) of the original product shelf life.

(b) In the violation of the above tender condition, Director/MSD reserves the right to accept a reduced quantity, that is usable (as per the actual consumption rate) up to three months before the expiry of same and will subject to application of a penalty (as clause No. 37 and footnote 01)

Standards & Quality

9. Standards; In respect of all Pharmaceutical products supplied, shall comply Pharmacopoeia Standards that are indicated in the item specifications, other Pharmacopoeia Standards accepted in the product registration by the National Medicines Regulatory Authority.

10. As per the product registration dossier approved by NMRA, the product information leaflet (PIL) for the Pharmaceuticals items and the user manual/instruction pamphlet for surgical items. With information to users regarding the; storage conditions, maintenance, and other product compatibilities, shall be provided with the product, for acceptance of goods by MSD.

Any product deficient of or incompatible with, its sub-components/accessories, not at the specified quality standards or all its components not unitized appropriately in packaging (as a set) shall be rejected.

11. Withdrawal from use of items due to quality failure found as manufacturer²s/Supplier²s fault:

(a). In case of batch withdrawal, **value of entire batch quantity supplied** shall be recovered from the supplier.

(b).In case of product withdrawal, **value of entire product quantity** supplied shall be recovered from the supplier.

(c). In the event of either a) or b) above, supplier shall be charged the total **cost involved for MSD, of the quality failed supplies** with 25% administrative charge of the same**.**

12. The storage conditions and the packing requirements of the product shall conform to the information given by the manufacturer and accepted by NMRA for the product registration or shall conform to the information submitted for waiver of registration granted by NMRA in exceptional circumstances.(refer clause No.24)

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

13. Immediately after delivery at MSD, the consignments shall be subjected to testing appropriately drawn, one random batch sample (Post-delivery sample) of the consignment at a government/semi-government/accredited laboratory (to be selectively applied for Surgical & Lab items, depending on availability of testing methodology and facilities)

If the sample is found to be substandard, random batch samples will be tested from all the batches/lots in the consignment, and entire expenses on such tests, like value of samples, transport, sampling and testing charges, etc, will be recovered from the supplier.

14. Consignments supplied to MSD violating the storage conditions indicated on product labels and/or product information leaflet (as accepted for product registration at NMRA), shall be considered as quality affected consignments and quality assurance of such consignments shall be carried out by post-delivery testing at government / semi government laboratory in Sri Lanka or at an accredited laboratory (foreign/local). All the expenses on such an event, including storage cost shall be borne by the supplier. If found to be quality affected the consignment will be treated as quality failed (as clause No.11).

15. **Pack size, Labeling & Packaging**

Offers for pack sizes at a lower level(smaller quantity per pack) than the pack size specified in the item description/specification and MSD order List, are also acceptable, but higher level (larger quantity per pack) pack sizes will not be entertained unless otherwise offered with the original bid and accepted by the procurement committee, with the concurrence of MSD.

16. In respect of bulk packs (not applicable for blister/strip packs), ³DHS´ mark shall be ;
(a). embossed or printed in case of tablets
(b). printed in case of capsules

Above condition can be waved off, if the purchase order quantity is less than 100,000 tablets/capsules, with deliveries in one/more lots **or** when an exemption is notified in the special order conditions of the relevant MSD order list (**This clause No. 16 is not applicable for all consumable and Non consumable Surgical and Laboratory Items)**

17. Each; innermost pack, vial/ampoule, pre-filled syringe or bottle, shall bear the item Description, SR No, Batch No/Lot no., Product Reference/Catalogue Nos of Surgical items), Date of Manufacture, Date of Expiry (of consumables only) and ³STATE LOGO´ of Government of Sri Lanka.

It is essential to include and exactly match the dates of Expiry (not applicable for Surgical Non-consumables) & date of Manufacture (in any form as ³Year & Month´ or ³No Exp.´), in the innermost pack and supplier²s invoice.

18. Description of the Item, SR No, Date of Manufacture, Date of Expiry, Batch No, Name and address of manufacturer and ³STATE LOGO´ of Sri Lanka Government shall be clearly marked on the outer covering of the individual/innermost pack containing the minimum unit of measure, including blister & strip cards and on the outer cover of the carton/box.
Any deviations of the Date of Manufacture (DOM)/ Date of Expiry(DOE)declared in the offer shall be approved by MSD and DOM & DOE shall consist of at least the year & month.

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

20. Batch Number of the product shall be separately Barcoded (in Code 128 or 2D formats) and Barcode shall be printed on the labels at all levels of packing as described below, conforming to the industry standards in Barcode printing and pasting.
Format shall be according to Code 128 or 2D standards.
Maximum barcode size shall be 5.0cm (length) x 2.5cm (width).

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

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

Storage Conditions & Temperature

22. If the storage temperature & conditions are not specified in the item specification, NMRA accepted product storage conditions, shall conform to Sri Lankan ambient storage conditions in the ranges of 30^0c +/- 2^0c temperature and 75% +/-5% relative humidity. The product storage conditions shall be clearly indicated at all levels of labels/packages/boxes.

23. Maintenance of Cold Chain;

a. In case of cold storage items, cold chain monitors (temperature recording devices) shall be included for each carton and the cold chain shall be maintained according to the manufacturer²s instructions during storage, transport and delivery.

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

c. If the cold chain break is observed at the time of taking over the consignments by MSD, such consignments shall be rejected, indicating the reason on the relevant **WDN or copy of the delivery documents.** In such an event, the SPC shall arrange necessary cold storage for the consignment until ±observed cold chain break² is investigated leading to acceptance / total rejection of consignment and the expenses born by MSD / SPC in arranging the cold storage shall be recovered from the supplier.

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

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

24. In respect of the products requiring controlled temperature storage (Eg. < 25^0c, 2-25^0c, 15-20^0c/30^0c, 2-8^0c etc.), supplier shall provide MSD with latest product stability study reports with the invoice of the consignment.(report shall include studies; at 30^0c +/- 2^0c & 75% +/- 5% RH for **AC stored** items and at 25^0c +/- 2^0c & 60% +/- 5% RH for **Cold stored** items. It shall be a true copy of the latest report submitted to NMRA or a report issued within last 05 years). (refer clause No.12)

Delivery Requirements

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

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

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

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

(a). A penalty of 0.5% per day of the consignment value, calculated commencing from the 15th day up to 60th day delay from the due delivery date, as per the indent/PO or its² latest amended delivery schedules.

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

28. (i). If any local purchases were to be made by MSD/SPC to ensure continuity of supply (due to noncompliance of Indent/PO/its² amended; delivery schedule); in the ensuing period inclusive of the grace period for delivery from due delivery date, extra expenditure incurred on such local purchases, over the landed cost of relevant SPC main order, shall be recovered from the supplier.

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

29. In respect of local manufacturers/ local suppliers, all deliveries shall be made only on week days excluding public holidays, also allowing adequate time to enable the completion of the receiving process at MSD stores before 3.30 p.m. In the event of failure to meet this deadline due to supplier²s fault (eg. In delivery; time, product, document, etc.) goods shall be accepted on the following working day, such date shall be counted for working out penalties as per No. 27 (regarding defaulted consignment) of the conditions of supply.
As an alternative, supplier can request MSD to take over the consignment on the same day, subject to settling all other expenses (i.e. staff OT, forklift charge, etc.) of MSD, by the supplier.

30. The extension of L/C²s overstepping delivery schedules in the Indent/PO/its² amendments, shall not in any way affect the recovery of late delivery charges, as per Condition No. 27 (regarding defaulted consignments) and any other direct or indirect additional costs/liquidated damages, relating/consequent to extension of L/C.

31. When adequate storage space is not available at MSD, to accept a delivery defaulted consignment (deviating from the delivery schedule in the Indent/PO/its² amendments) under the condition No. 27, any additional expenses caused to MSD or SPC in arranging temporary external storage and other expenses (eg. demurrage, detention, container storage, re-handling cum transport, etc.) shall be borne by the supplier.

Documents & Information

32. MSD Order No, Item Description, SR No, Batch No., Date of Manufacture, Date of Expiry and product Storage Condition, shall be indicated in all Supply Invoices and detailed Packing Lists.

33. One of the tender samples of the selected bid shall be forwarded to MSD, for using as a reference sample (can make it; a part of the last consignment or a returnable to supplier) for checking the conformity of the consignments received under the indent/PO. (applicable for all surgical items and laboratory regular items except when specified in respective order lists).

The product artwork or dimensional detail diagrams, product Catalogues and Catalog No²s, as necessary for the surgical items (**not relevant to pharmaceutical & Laboratory items)** shall be provided with the bid document, for reference in the; tender evaluation by SPC, ascertaining (before awarding) user acceptance of deviations from the spec by MSD and inspecting the consignments delivered to MSD.

The artwork of the; specimen labels, minimum pack and outer most box/shipper carton, that satisfies the above mentioned labeling conditions shall be provided before signing the contract with the performance bond.

34 The supplier shall submit all shipping documents to (Including Bills of Lading / Draft Air Way Bills etc.) SPC Imports department and MSD by e-mail (**follow instructions in website www.msd.gov.lk**), at least 03 days before the Expected Time of Arrival (ETA) of sea freighted consignments & 02 days before the ETA of Air freighted consignments.

35. After releasing the Indent/PO or establishing L/C, the latest logistical position of manufacturing & supply on the Indent/PO, shall be updated biweekly through e-mails to SPC with a copy to MSD by the supplier.(follow instructions in the website www.msd.gov.lk)
If it is not complied or the information so provided are found to be incomplete/false, the grace period (for supply delays) mentioned in the condition No. 27 will not be applicable.

Common conditions

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

37. Administrative surcharge of 25%(on the value of goods), will be applied for tender condition violations that cause deficiencies in supply with respect to; quality, standards & specifications, short packing & short supply or delayed delivery as per the cabinet decision. **(eg. As in conditions No. 08,05,10,13)**

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

(b) Part B-Special Order Conditions (SOC) of Supply

Note: SOCs are used, when it is really necessary to enable, item/order list specific deviations from the GOC clauses that are applicable to all or selected items in the order list concerned and in which case the relevant order list No. and SR No. s, shall be indicated separately against each clause of SOC, with the counter signature of Director (MSD) to make it effective.

(i) -

(ii) -

(iii) -

Sufficient quantity of samples should be forwarded for evaluation.

Special Conditions

- Suppliers should submit all shipping documents including the Bill of lading or Air Way Bill to SPC at least 2-3 days prior to arrival of the consignments to prevent any delay in clearance.

- In the event of an award made to you on this tender, SPC reserve the right to cancel/suspend the procuring of said order in any stage, if you would be placed the defaulted supplier's list due to quality failure found in your previous supplies made to SPC or non compliance of contractual agreement.

- This bid is administered by the provisions of the "Public Contract Act No. 3 of 1987" and therefore, in the event bidder is to retain an agent, representative, nominee for and on behalf of Bid or shall register himself and such public contact act in accordance with the section 10 of the Public Contract Act and produce such valid original certificate of registration with the bid.

- 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.

- Destination Terminal Handling charges (THC) should be borne by the supplier at the Port of Loading. Hence when the C&F prices are quoted this should be inclusive of THC.

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

- In the event of delivery of consignments deviating from given delivery schedule by MSD due to default of supplier and same is rejected due lack of storage space available at MSD warehouses, any resulting demurrage charges incurred shall be borne by the suppliers concerned.

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

BID NO: DHS/SUS/WW/87/24 CLOSING ON : 28.08.2023 at 9.00 a.m.

ORDER LIST NUMBER: 2024/SPC/N/C/S/00237

ITEM NO	SR NO	ITEM	QTY Nos.	DELIVERY	Bid Bond value (LKR)
3	12601109	Eight-Shaped Bone Plate (guided growth system bone plate), for correction of angular deformities of children, size 12mm, titanium.	500	500-Jan/2024	45,370.00
4	12601110	Eight-Shaped Bone Plate (guided growth system bone plate), for correction of angular deformities of children, size 16mm, titanium.	500	500-Jan/2024	45,400.00
8	12601113	Cannulated Bone Screw, for eight-shaped bone plate (guided growth system bone plate), size 25mm, titanium.	1000	500-Jan/2024 500-May/2024	35,900.00
9	12601114	Cannulated Bone Screw, for eight-shaped bone plate (guided growth system bone plate), size 30mm, titanium.	1100	600-Jan/2024 500-May/2024	39,500.00

Packing: 1 Nos.

All tenderers should furnish an unconditional Bid Bond encashable on demand to the value mentioned in the item list. Bid Bond should be submitted with valid up to 25.03.2024 together with the tender

1. Page 9 Condition No. 19.b

Registrar of public contracts

This clause should be amended as awards over Sri Lanka rupees Five Million instead of (LKR) Ten Million.

1. Page 10 Condition No. 20. a
   Representative samples in respect of items offered should be submitted to reach SPC on or before the closing time on the closing date of tender and acknowledgement receipt to be obtained from Administration Department of SPC.

Contract:
The successful supplier should agree to enter into a contract/Agreement is applicable normally for awards which are over LKR 500,000.00 instead of 10.0 Million.

Bidding Document Fee- As per the guideline 6.1.1 (a) of the Government Procurement Guidelines 2006.

A non refundable fee of Rs. 3,000.00 + taxes should be paid in cash to SPC for each set of Tender Documents

Amendments of Bidding Document for Procurement of Surgical/Lab items

(1) **Clause 8**

(a) Bid Bonds to be submitted for each item (SR Number) when estimated value of each item exceeds LKR 01 Million.

(b) Value and validity applicable for the submission of Bid Bond for each item should be as indicated therein.

08.2 The Bid Bond should be valid for at least 30 days beyond the validity of the Bid.

(c) To be deleted.

(2) **Clause 12**

Amend as **REIMBURSEMENT**

12.1 Corporation reserves 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 labeling.

(3) **Clause 16.6**

Any request for a price increment due to LKR depreciating against foreign currency will not be accepted and such bid will be rejected at the preliminary stage of bid evaluation.

(4) **Clause 28.0**

Evaluation will be done as per Bid Form (Annex – II B) and Bid Evaluation Summary Sheet. (Annex – II C, to be submitted along with the Bid and a soft copy as per instruction given in www.spc.lk Web Site)

(5) 2nd column of Annex II B amend as "FULL DESCRIPTION OF ITEM OFFERED THE STANDARD & STORAGE CONDITION"

(6) Annex – 1 to be amend as follows.

SPECIMEN OF ANNEX – 1

ANNEX – 1

BID NO/ BID REFERENCE :
(TENDER NO)

DATE OF ISSUE :

CLOSING DATE & TIME :
(SRI LANKAN TIME)

ORDER LIST NO :

SR No	Item Description/ Specifications	Quantity	Delivery Schedule

Amount of Bid Bond : LKR …….. or USD …….. to be submitted along with the Bid Bond valid till …… (date)

Bid validity period : Bid should be valid till …….. (date)

Bid Document Fee : ……
(should be paid in cash to SPC for each set of Bid Documents)

MSD CONDITIONS OF SUPPLY

1.
2.

Abbreviations : SPC ; State Pharmaceuticals Corporation, MSD; Medical Supplies Division

Annex VI

SPECIMEN OF CONTRACT FORM (IB)

STATE PHARMACEUTICALS CORPORATION OF SRI LANKA

(Established under the State Industrial Corporation Act, No. 49 of *1957)*
"Mehewara Piyasa", 16th Floor, No. 41, Kirula Road, Colombo 05,Sri Lanka.
Telephone (00)94-1-326227 or 2391538 Fax: (00)94-11-2446204
E-mail: dgmcomm@spc.lk or managerimp2spc.lk

DEMOCRATIC SOCIALISTREPUBLIC OF SRI LANKA
AGREEMENT

SPC Ref. No   Date :
Bid Ref.

This **AGREEMENT** made and entered into between the State Pharmaceuticals Corporation of Sri Lanka, a Corporation established under the State Industrial Corporation Act. No. 49 of 1957 and having its Head Office at "Mehewara Piyasa", 16th Floor, No. 41, Kirula Road, Colombo 05, 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 **FIRST PART**

AND

M/s ……………………………………………………………………..
…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 **SECOND PART.**

AND

M/s ……………………………………………………………………..
…business under the time, style and firm of a company duly registered and carrying business (hereinafter called "the Local Agent" 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 **THIRD PART.**

Whereas the State Pharmaceuticals Corporation has accepted the bid of M/s ……………………………………………………………… for the supply and delivery of……………………………………………… as per the attached indent for ……………… marked SPC ……………………………………. Dated ………………………………… and M/s ……………………………………………………… will act as local agent of the supplier for all matters arising out of supplies here of.

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. The following documents: -

   (a) Conditions of Contract marked – Annex 1
   (b) Bid Documents marked – Annex 2
   (c) Copy of Indent marked – Annex 3

(hereinafter called ñthe Contract Documentsò) showing and describing the nature and scope of the agreement duly signed by three parties shall be deemed to form and be read and construed as part and partial 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, and the local agent will be responsible for all the matters regarding the supplies which do not confirm to required standard..

   The supplier shall be paid for such supply and delivery of the goods according to the Indent marked and in the manner and at the times hereinafter specified.

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

   In witness whereof the State Pharmaceuticals Corporation has caused its Common Seal to be affixed and é é é é é é é é é and é é é é é é é é é é . of State Pharmaceuticals Corporation have set their hands and Supplier and the Local Agent has placed its hand/caused its Common Seal to be affixed hereunto and to two other of the same tenor on this é é é é é .20é

   The Common Seal of M/s (supplier)é é é é é é é é é é é é é é é é é é ... herein.

1. ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ..

   President/Managing Director/C.E.O.

2. ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ..

   Director

Witnesses

Signature	Name, Address and ID No./Passport No.
1. é é é é é é é é é é é é .	é é é é é é é é é é é é é é é é ..
2. é é é é é é é é é é é é .	é é é é é é é é é é é é é é é é é

The Common Seal of M/s. é é é é é é é é é é é é é é é (Local Agent) herein.

é é é é é é é é é é é é é é é .
President/Managing Director/C.E.O.

é é é é é é é é é é é é é é é .
Director

Witnesses

Signature	Name, Address and ID No./Passport No.
1. é é é é é é é é é é é é .	é é é é é é é é é é é é é é é é ..
2. é é é é é é é é é é é é .	é é é é é é é é é é é é é é é é é

CONDITIONS OF CONTRACT

3.FREE REPLACEMENT /REIMBURSEMENT

3.1 SPC reserves the right to call for Free Replacement/Reimbursement in the event of

3.1.1 Short packing
3.1.2 Loss/damage or deterioration of goods supplied (within shelf-life if applicable)
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/or quality standards to the satisfaction of Medical Supplies Division of Sri Lanka/ State Pharmaceuticals Corporation of Sri Lanka.

3.2 In the event of a quality problem, Batch samples would be tested by SPC its authorized personnel at the NMQAL or SPC Quality Assurance Laboratory or any other Quality Assurance Laboratory nominated by SPC or itôs fitness for use will be determined by and expert Committee appointed by the relevant authority.

3.3 **Withdrawal from use of Item due to quality failure.**

a) In case of batch withdrawal due to quality failure, the supplier/ manufacturer shall reimburse the value of entire batch quantity supplied.
b) In case of product withdrawal due to quality failure, the supplier/ manufacturer shall reimburse the value of entire product quantity supplied.
c) In the event of either a) or b) above the supplier/ manufacturer shall be surcharged additional 25% of the total value concerned as administrative cost.

Samples from the available batches will be retained by 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 and the Local Agent agreed to reimburse the SPC the landed cost and an additional 25% surcharge of the total quantity supplied.

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 7 working days of receipt of same in writing. Parties however shall endeavours 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 parties at the respective addresses at the beginning hereof written.

The common seal of State Pharmaceuticals Corporation of Sri Lanka was affixed)

heretoé)
é .)
é .)
é .)

Authorized signatory

Authorized signatory

Witnesses

Signature	Name, Address and ID No
1……..	**……**
2……	**……**

RD/ns

ANNEX – 1

BID NO. : DHS/SUS/WW/88/24
DATE OF ISSUE : 18TH JULY 2023
CLOSING DATE & TIME : 28TH AUGUST 2023 AT 09.00 HOURS SRI LANKA TIME

Special Conditions for tendering :

1. Offers should be accompanied with the valid registration certificate issued by the National Medicine Regulatory Authority in Sri Lanka
2. Offered item should bear both our SR number and the Item number. However at the bid opening only the item numbers will be read out. Therefore price quoted should be shown against each item number.
3. If the shipment is being effected on FCL basis both FOB and Freight charges should be quoted separately against each item in addition to quoted C & F price.
4. The volume of the total quantity of each item should be given in cubic meters (m^3)
5. **Foreign offers should be on C & F (CPT/CFR) Colombo basis. FOB offers are not acceptable. If offers are received on Import & Supply basis from local suppliers, those offers should be in LKR. All local suppliers/manufacturers should quote in LKR for the total delivery price to MSD stores.**
6. **Fax/E-mail offers directly sent to State Pharmaceuticals Corporation are not acceptable. Tenderers are requested to draw their attention to the clause "Submission of Bids" of the bid document in this regard.**
7. 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.
8. The original payment receipt has to be annexed to the offer. Offers without same will be rejected.
9. We reserve the right to reject offers which do not comply above.
10. The offer should be valid up to 24.02.2024

CONDITIONS FOR SUPPLY OF SURGICAL ITEMS

(a) Part A-General Order Conditions (GOC) of Supply

1. The consignments supplied in respect of an order concerned, shall exactly match with the reference sample submitted and the product information (item descriptions, shelf life/warranty where applicable, manufacturer²s name, country of manufacture, country of origin, etc.) provided in the bid document by the supplier, which has been accepted by the procurement committee, and included in the Indent / Purchase Order (PO), issued by SPC.

2. All items shall be supplied, sourcing from the manufacturer and country of manufacturer, stated in the Purchase Order (PO)/Indent of SPC and wherever applicable shall have a valid product registration from NMRA.

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

When the validity of the product/manufacturing licenses and registrations of NMRA (eg; manufacturing license, product registration and GMP certificates), of local manufacturers / local suppliers, lapses during the year or during the period of supply (delivery schedule), it shall be extended / renewed by the supplier.

A certified copies of afore mentioned valid certificates shall be submitted to MSD by the supplier when deliveries are made.

4. The number of batches per consignment shall be minimal. Batch quantity shall be an equal multiple of the quantity of the consignment and the proportionate size of the batch quantity shall be not less than 15% of the quantity in the consignment.

5. If MSD decides to accept consignment, with deviations from certain tender conditions (eg: with regard to labeling/packaging or any other rectifiable defect at the time of receipt in Sri Lanka due to an urgency, that shall be done subject to, either rectifying the defect within 05 working days by the supplier, or recovering the total cost [a] of rectifying the defect by MSD (via a duly contracted third party providing such services), from the supplier with a 25% administrative charge on the labeling cost. (total charge = [a]+[a]x0.25) or 2% of the invoiced value, whichever is the highest.

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

6. The specifications of the product offered by the suppliers in the tender, shall match with the tender specifications for the item and **any form of alternate offers for the same, will not be entertained,** when there are product/s offered in compliance with the tender specification.

Shelf life & Warrantees

7. In respect of Non consumables; laboratory items and surgical items: Manufacturer or supplier or local agent shall provide a warranty for a period, not less than as specified in the specification of the item and /or it²s sub components/articles supplied (eg: Special Instrument sets), unless otherwise agreed upon prior to awarding the tender.

The supplier²s invoice shall indicate, the validity period of the warrantee from the date of receiving goods at MSD and a warrantee card with all details, including the local contact details of warrantee services provider, shall also be inserted in each individual pack.

Foreign suppliers of all such items shall have their own local agent in Sri Lanka, capable of providing technical support, repair and spares, when necessary (**This clause No. 07 is not applicable for all Pharmaceuticals and all Consumable Surgical & Laboratory items)**

8. Freshly manufactured stocks of the product shall be supplied; thereby the residual Shelf Life (shelf life remaining at the time of delivery of goods in Sri Lanka/MSD stores/Sri Lanka) of the product, shall be 85% of the product shelf life specified in Indent/PO or as certified in the product registration certificate or indicated in any other way by NMRA)

(a) When the shelf life is not specified in the indent/PO/item spec; the requested shelf life shall be considered as, 36 months for surgical items. (Shelf life of not applicable for surgical non-consumables) and 24 months for Pharma/Laboratory items. The Difference of the residual and requested product shelf life shall not exceed 1/6th (one sixth) of the original product shelf life.

(b) In the violation of the above tender condition, Director/MSD reserves the right to accept a reduced quantity, that is usable (as per the actual consumption rate) up to three months before the expiry of same and will subject to application of a penalty (as clause No. 37 and footnote 01)

Standards & Quality

9. Standards; In respect of all Pharmaceutical products supplied, shall comply Pharmacopoeia Standards that are indicated in the item specifications, other Pharmacopoeia Standards accepted in the product registration by the National Medicines Regulatory Authority.

10. As per the product registration dossier approved by NMRA, the product information leaflet (PIL) for the Pharmaceuticals items and the user manual/instruction pamphlet for surgical items. With information to users regarding the; storage conditions, maintenance, and other product compatibilities, shall be provided with the product, for acceptance of goods by MSD.

Any product deficient of or incompatible with, its sub-components/accessories, not at the specified quality standards or all its components not unitized appropriately in packaging (as a set) shall be rejected.

11. Withdrawal from use of items due to quality failure found as manufacturer²s/Supplier²s fault:

(a). In case of batch withdrawal, **value of entire batch quantity supplied** shall be recovered from the supplier.

(b).In case of product withdrawal, **value of entire product quantity** supplied shall be recovered from the supplier.

(c). In the event of either a) or b) above, supplier shall be charged the total **cost involved for MSD, of the quality failed supplies** with 25% administrative charge of the same**.**

12. The storage conditions and the packing requirements of the product shall conform to the information given by the manufacturer and accepted by NMRA for the product registration or shall conform to the information submitted for waiver of registration granted by NMRA in exceptional circumstances.(refer clause No.24)

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

13. Immediately after delivery at MSD, the consignments shall be subjected to testing appropriately drawn, one random batch sample (Post-delivery sample) of the consignment at a government/semi-government/accredited laboratory (to be selectively applied for Surgical & Lab items, depending on availability of testing methodology and facilities)

If the sample is found to be substandard, random batch samples will be tested from all the batches/lots in the consignment, and entire expenses on such tests, like value of samples, transport, sampling and testing charges, etc, will be recovered from the supplier.

14. Consignments supplied to MSD violating the storage conditions indicated on product labels and/or product information leaflet (as accepted for product registration at NMRA), shall be considered as quality affected consignments and quality assurance of such consignments shall be carried out by post-delivery testing at government / semi government laboratory in Sri Lanka or at an accredited laboratory (foreign/local). All the expenses on such an event, including storage cost shall be borne by the supplier. If found to be quality affected the consignment will be treated as quality failed (as clause No.11).

15. **Pack size, Labeling & Packaging**

Offers for pack sizes at a lower level(smaller quantity per pack) than the pack size specified in the item description/specification and MSD order List, are also acceptable, but higher level (larger quantity per pack) pack sizes will not be entertained unless otherwise offered with the original bid and accepted by the procurement committee, with the concurrence of MSD.

16. In respect of bulk packs (not applicable for blister/strip packs), ³DHS´ mark shall be ;
(a). embossed or printed in case of tablets
(b). printed in case of capsules

Above condition can be waved off, if the purchase order quantity is less than 100,000 tablets/capsules, with deliveries in one/more lots **or** when an exemption is notified in the special order conditions of the relevant MSD order list (**This clause No. 16 is not applicable for all consumable and Non consumable Surgical and Laboratory Items)**

17. Each; innermost pack, vial/ampoule, pre-filled syringe or bottle, shall bear the item Description, SR No, Batch No/Lot no., Product Reference/Catalogue Nos of Surgical items), Date of Manufacture, Date of Expiry (of consumables only) and ³STATE LOGO´ of Government of Sri Lanka.

It is essential to include and exactly match the dates of Expiry (not applicable for Surgical Non-consumables) & date of Manufacture (in any form as ³Year & Month´ or ³No Exp.´), in the innermost pack and supplier²s invoice.

18. Description of the Item, SR No, Date of Manufacture, Date of Expiry, Batch No, Name and address of manufacturer and ³STATE LOGO´ of Sri Lanka Government shall be clearly marked on the outer covering of the individual/innermost pack containing the minimum unit of measure, including blister & strip cards and on the outer cover of the carton/box.
Any deviations of the Date of Manufacture (DOM)/ Date of Expiry(DOE)declared in the offer shall be approved by MSD and DOM & DOE shall consist of at least the year & month.

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

20. Batch Number of the product shall be separately Barcoded (in Code 128 or 2D formats) and Barcode shall be printed on the labels at all levels of packing as described below, conforming to the industry standards in Barcode printing and pasting.
Format shall be according to Code 128 or 2D standards.
Maximum barcode size shall be 5.0cm (length) x 2.5cm (width).

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

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

Storage Conditions & Temperature

22. If the storage temperature & conditions are not specified in the item specification, NMRA accepted product storage conditions, shall conform to Sri Lankan ambient storage conditions in the ranges of 30^0c +/- 2^0c temperature and 75% +/-5% relative humidity. The product storage conditions shall be clearly indicated at all levels of labels/packages/boxes.

23. Maintenance of Cold Chain;

a. In case of cold storage items, cold chain monitors (temperature recording devices) shall be included for each carton and the cold chain shall be maintained according to the manufacturer²s instructions during storage, transport and delivery.

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

c. If the cold chain break is observed at the time of taking over the consignments by MSD, such consignments shall be rejected, indicating the reason on the relevant **WDN or copy of the delivery documents.** In such an event, the SPC shall arrange necessary cold storage for the consignment until ±observed cold chain break² is investigated leading to acceptance / total rejection of consignment and the expenses born by MSD / SPC in arranging the cold storage shall be recovered from the supplier.

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

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

24. In respect of the products requiring controlled temperature storage (Eg. < 25^0c, 2-25^0c, 15-20^0c/30^0c, 2-8^0c etc.), supplier shall provide MSD with latest product stability study reports with the invoice of the consignment.(report shall include studies; at 30^0c +/- 2^0c & 75% +/- 5% RH for **AC stored** items and at 25^0c +/- 2^0c & 60% +/- 5% RH for **Cold stored** items. It shall be a true copy of the latest report submitted to NMRA or a report issued within last 05 years). (refer clause No.12)

Delivery Requirements

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

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

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

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

(a). A penalty of 0.5% per day of the consignment value, calculated commencing from the 15th day up to 60th day delay from the due delivery date, as per the indent/PO or its² latest amended delivery schedules.

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

28. (i). If any local purchases were to be made by MSD/SPC to ensure continuity of supply (due to noncompliance of Indent/PO/its² amended; delivery schedule); in the ensuing period inclusive of the grace period for delivery from due delivery date, extra expenditure incurred on such local purchases, over the landed cost of relevant SPC main order, shall be recovered from the supplier.

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

29. In respect of local manufacturers/ local suppliers, all deliveries shall be made only on week days excluding public holidays, also allowing adequate time to enable the completion of the receiving process at MSD stores before 3.30 p.m. In the event of failure to meet this deadline due to supplier²s fault (eg. In delivery; time, product, document, etc.) goods shall be accepted on the following working day, such date shall be counted for working out penalties as per No. 27 (regarding defaulted consignment) of the conditions of supply.
As an alternative, supplier can request MSD to take over the consignment on the same day, subject to settling all other expenses (i.e. staff OT, forklift charge, etc.) of MSD, by the supplier.

30. The extension of L/C²s overstepping delivery schedules in the Indent/PO/its² amendments, shall not in any way affect the recovery of late delivery charges, as per Condition No. 27 (regarding defaulted consignments) and any other direct or indirect additional costs/liquidated damages, relating/consequent to extension of L/C.

31. When adequate storage space is not available at MSD, to accept a delivery defaulted consignment (deviating from the delivery schedule in the Indent/PO/its² amendments) under the condition No. 27, any additional expenses caused to MSD or SPC in arranging temporary external storage and other expenses (eg. demurrage, detention, container storage, re-handling cum transport, etc.) shall be borne by the supplier.

Documents & Information

32. MSD Order No, Item Description, SR No, Batch No., Date of Manufacture, Date of Expiry and product Storage Condition, shall be indicated in all Supply Invoices and detailed Packing Lists.

33. One of the tender samples of the selected bid shall be forwarded to MSD, for using as a reference sample (can make it; a part of the last consignment or a returnable to supplier) for checking the conformity of the consignments received under the indent/PO. (applicable for all surgical items and laboratory regular items except when specified in respective order lists).

The product artwork or dimensional detail diagrams, product Catalogues and Catalog No²s, as necessary for the surgical items (**not relevant to pharmaceutical & Laboratory items)** shall be provided with the bid document, for reference in the; tender evaluation by SPC, ascertaining (before awarding) user acceptance of deviations from the spec by MSD and inspecting the consignments delivered to MSD.

The artwork of the; specimen labels, minimum pack and outer most box/shipper carton, that satisfies the above mentioned labeling conditions shall be provided before signing the contract with the performance bond.

34 The supplier shall submit all shipping documents to (Including Bills of Lading / Draft Air Way Bills etc.) SPC Imports department and MSD by e-mail (**follow instructions in website www.msd.gov.lk**), at least 03 days before the Expected Time of Arrival (ETA) of sea freighted consignments & 02 days before the ETA of Air freighted consignments.

35. After releasing the Indent/PO or establishing L/C, the latest logistical position of manufacturing & supply on the Indent/PO, shall be updated biweekly through e-mails to SPC with a copy to MSD by the supplier.(follow instructions in the website www.msd.gov.lk)
If it is not complied or the information so provided are found to be incomplete/false, the grace period (for supply delays) mentioned in the condition No. 27 will not be applicable.

Common conditions

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

37. Administrative surcharge of 25%(on the value of goods), will be applied for tender condition violations that cause deficiencies in supply with respect to; quality, standards & specifications, short packing & short supply or delayed delivery as per the cabinet decision. **(eg. As in conditions No. 08,05,10,13)**

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

(b) Part B-Special Order Conditions (SOC) of Supply

Note: SOCs are used, when it is really necessary to enable, item/order list specific deviations from the GOC clauses that are applicable to all or selected items in the order list concerned and in which case the relevant order list No. and SR No. s, shall be indicated separately against each clause of SOC, with the counter signature of Director (MSD) to make it effective.

(i) -

(ii) -

(iii) -

Sufficient quantity of samples should be forwarded for evaluation.

Special Conditions

- Suppliers should submit all shipping documents including the Bill of lading or Air Way Bill to SPC at least 2-3 days prior to arrival of the consignments to prevent any delay in clearance.

- In the event of an award made to you on this tender, SPC reserve the right to cancel/suspend the procuring of said order in any stage, if you would be placed the defaulted supplier's list due to quality failure found in your previous supplies made to SPC or non compliance of contractual agreement.

- This bid is administered by the provisions of the "Public Contract Act No. 3 of 1987" and therefore, in the event bidder is to retain an agent, representative, nominee for and on behalf of Bid or shall register himself and such public contact act in accordance with the section 10 of the Public Contract Act and produce such valid original certificate of registration with the bid.

- 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.

- Destination Terminal Handling charges (THC) should be borne by the supplier at the Port of Loading. Hence when the C&F prices are quoted this should be inclusive of THC.

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

- In the event of delivery of consignments deviating from given delivery schedule by MSD due to default of supplier and same is rejected due lack of storage space available at MSD warehouses, any resulting demurrage charges incurred shall be borne by the suppliers concerned.

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

BID NO: DHS/SUS/WW/88/24 CLOSING ON : 28.08.2023 at 9.00 a.m.

ORDER LIST NUMBER: 2024/SPC/N/C/S/00239

ITEM NO	SR NO	ITEM	QTY Nos.	DELIVERY	Bid Bond value (LKR)
13	12604513	34mm, Cannulated Screw, 4.0mm diameter, self - drilling, short thread (approx. 1/3 of total length), 2.6mm diameter shaft, 34mm length, made of implant quality stainless steel, unsterile.	890	490-Jan/2024 400-May/2024	N/A
14	12604514	36mm, Cannulated Screw, 4.0mm diameter, self - drilling, short thread (approx. 1/3 of total length), 2.6mm diameter shaft, 36mm length, made of implant quality stainless steel, unsterile.	800	400-Jan/2024 400-May/2024	N/A
15	12604515	38mm, Cannulated Screw, 4.0mm diameter, self - drilling, short thread (approx. 1/3 of total length), 2.6mm diameter shaft, 38mm length, made of implant quality stainless steel, unsterile.	800	400-Jan/2024 400-May/2024	N/A
16	12604516	40mm, Cannulated Screw, 4.0mm diameter, self - drilling, short thread (approx. 1/3 of total length), 2.6mm diameter shaft, 40mm length, made of implant quality stainless steel, unsterile.	800	400-Jan/2024 400-May/2024	N/A
17	12604517	42mm, Cannulated Screw, 4.0mm diameter, self - drilling, short thread (approx. 1/3 of total length), 2.6mm diameter shaft, 42mm length, made of implant quality stainless steel, unsterile.	800	400-Jan/2024 400-May/2024	N/A
18	12604518	44mm, Cannulated Screw, 4.0mm diameter, self - drilling, short thread (approx. 1/3 of total length), 2.6mm diameter shaft, 44mm length, made of implant quality stainless steel, unsterile.	750	400-Jan/2024 350-May/2024	N/A
19	12604519	46mm, Cannulated Screw, 4.0mm diameter, self - drilling, short thread (approx. 1/3 of total length), 2.6mm diameter shaft, 46mm length, made of implant quality stainless steel, unsterile.	1050	550-Jan/2024 500-May/2024	N/A
40	12604613	40mm, Cannulated Screw, 4.0mm diameter, self - drilling, long thread (1/2 of total length), 2.6mm diameter shaft, 40mm length, made of implant quality stainless steel, unsterile.	490	490-Mar/2024	N/A
42	12604615	44mm, Cannulated Screw, 4.0mm diameter, self - drilling, long thread (1/2 of total length), 2.6mm diameter shaft, 44mm length, made of implant quality stainless steel, unsterile.	600	600-Mar/2024	N/A

Packing: 1 Nos.

All tenderers should furnish an unconditional Bid Bond encashable on demand to the value mentioned in the item list. Bid Bond should be submitted with valid up to 25.03.2024 together with the tender

1. Page 9 Condition No. 19.b

Registrar of public contracts

This clause should be amended as awards over Sri Lanka rupees Five Million instead of (LKR) Ten Million.

1. Page 10 Condition No. 20. a
   Representative samples in respect of items offered should be submitted to reach SPC on or before the closing time on the closing date of tender and acknowledgement receipt to be obtained from Administration Department of SPC.

Contract:
The successful supplier should agree to enter into a contract/Agreement is applicable normally for awards which are over LKR 500,000.00 instead of 10.0 Million.

Bidding Document Fee- As per the guideline 6.1.1 (a) of the Government Procurement Guidelines 2006.

A non refundable fee of Rs. 3,000.00 + taxes should be paid in cash to SPC for each set of Tender Documents

Amendments of Bidding Document for Procurement of Surgical/Lab items

(1) **Clause 8**

(a) Bid Bonds to be submitted for each item (SR Number) when estimated value of each item exceeds LKR 01 Million.

(b) Value and validity applicable for the submission of Bid Bond for each item should be as indicated therein.

08.2 The Bid Bond should be valid for at least 30 days beyond the validity of the Bid.

(c) To be deleted.

(2) **Clause 12**

Amend as **REIMBURSEMENT**

12.1 Corporation reserves 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 labeling.

(3) **Clause 16.6**

Any request for a price increment due to LKR depreciating against foreign currency will not be accepted and such bid will be rejected at the preliminary stage of bid evaluation.

(4) **Clause 28.0**

Evaluation will be done as per Bid Form (Annex – II B) and Bid Evaluation Summary Sheet. (Annex – II C, to be submitted along with the Bid and a soft copy as per instruction given in www.spc.lk Web Site)

(5) 2nd column of Annex II B amend as "FULL DESCRIPTION OF ITEM OFFERED THE STANDARD & STORAGE CONDITION"

(6) Annex – 1 to be amend as follows.

SPECIMEN OF ANNEX – 1

ANNEX – 1

BID NO/ BID REFERENCE :
(TENDER NO)

DATE OF ISSUE :

CLOSING DATE & TIME :
(SRI LANKAN TIME)

ORDER LIST NO :

SR No	Item Description/ Specifications	Quantity	Delivery Schedule

Amount of Bid Bond : LKR …….. or USD …….. to be submitted along with the Bid Bond valid till …… (date)

Bid validity period : Bid should be valid till …….. (date)

Bid Document Fee : ……
(should be paid in cash to SPC for each set of Bid Documents)

MSD CONDITIONS OF SUPPLY

1.
2.

Abbreviations : SPC ; State Pharmaceuticals Corporation, MSD; Medical Supplies Division

Annex VI

SPECIMEN OF CONTRACT FORM (IB)

STATE PHARMACEUTICALS CORPORATION OF SRI LANKA

(Established under the State Industrial Corporation Act, No. 49 of *1957)*
"Mehewara Piyasa", 16th Floor, No. 41, Kirula Road, Colombo 05,Sri Lanka.
Telephone (00)94-1-326227 or 2391538 Fax: (00)94-11-2446204
E-mail: dgmcomm@spc.lk or managerimp2spc.lk

DEMOCRATIC SOCIALISTREPUBLIC OF SRI LANKA
AGREEMENT

SPC Ref. No Date :
Bid Ref.

This **AGREEMENT** made and entered into between the State Pharmaceuticals Corporation of Sri Lanka, a Corporation established under the State Industrial Corporation Act. No. 49 of 1957 and having its Head Office at "Mehewara Piyasa", 16th Floor, No. 41, Kirula Road, Colombo 05, 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 **FIRST PART**

AND

M/s é ..
…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 **SECOND PART.**

AND

M/s é ..
…business under the time, style and firm of a company duly registered and carrying business (hereinafter called "the Local Agent" 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 **THIRD PART.**

Whereas the State Pharmaceuticals Corporation has accepted the bid of M/s é é é é é é
é for the supply and delivery
ofé as per the attached indent for é é é é é é marked
SPC é é é é é é é é é é é é é . Dated é é é é é é é é é é é é é and M/s
é will act as local agent of the supplier for all matters arising out of supplies here of.

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. The following documents: -

   (a) Conditions of Contract marked – Annex 1
   (b) Bid Documents marked – Annex 2
   (c) Copy of Indent marked – Annex 3

(hereinafter called ñthe Contract Documentsò) showing and describing the nature and scope of the agreement duly signed by three parties shall be deemed to form and be read and construed as part and partial 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, and the local agent will be responsible for all the matters regarding the supplies which do not confirm to required standard..

The supplier shall be paid for such supply and delivery of the goods according to the Indent marked and in the manner and at the times hereinafter specified.

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

In witness whereof the State Pharmaceuticals Corporation has caused its Common Seal to be affixed and é é é é é é é é é and é é é é é é é é é é . of State Pharmaceuticals Corporation have set their hands and Supplier and the Local Agent has placed its hand/caused its Common Seal to be affixed hereunto and to two other of the same tenor on this é é é é é .20é

The Common Seal of M/s (supplier)é é é é é é é é é é é é é é é é é é ... herein.

1. ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ..

President/Managing Director/C.E.O.

2. ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ..

Director

Witnesses

Signature	Name, Address and ID No./Passport No.
1. é é é é é é é é é é é .	é é é é é é é é é é é é é é é ..
2. é é é é é é é é é é é .	é é é é é é é é é é é é é é é é

The Common Seal of M/s. é é é é é é é é é é é é é é é (Local Agent) herein.

é é é é é é é é é é é é é é é .
President/Managing Director/C.E.O.

é é é é é é é é é é é é é é é .
Director

Witnesses

Signature	Name, Address and ID No./Passport No.
1. é é é é é é é é é é é .	é é é é é é é é é é é é é é é ..
2. é é é é é é é é é é é .	é é é é é é é é é é é é é é é é

CONDITIONS OF CONTRACT

3.FREE REPLACEMENT /REIMBURSEMENT

3.1 SPC reserves the right to call for Free Replacement/Reimbursement in the event of

3.1.1 Short packing
3.1.2 Loss/damage or deterioration of goods supplied (within shelf-life if applicable)
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/or quality standards to the satisfaction of Medical Supplies Division of Sri Lanka/ State Pharmaceuticals Corporation of Sri Lanka.

3.2 In the event of a quality problem, Batch samples would be tested by SPC its authorized personnel at the NMQAL or SPC Quality Assurance Laboratory or any other Quality Assurance Laboratory nominated by SPC or its fitness for use will be determined by and expert Committee appointed by the relevant authority.

3.3 **Withdrawal from use of Item due to quality failure.**

a) In case of batch withdrawal due to quality failure, the supplier/ manufacturer shall reimburse the value of entire batch quantity supplied.
b) In case of product withdrawal due to quality failure, the supplier/ manufacturer shall reimburse the value of entire product quantity supplied.
c) In the event of either a) or b) above the supplier/ manufacturer shall be surcharged additional 25% of the total value concerned as administrative cost.

Samples from the available batches will be retained by 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 and the Local Agent agreed to reimburse the SPC the landed cost and an additional 25% surcharge of the total quantity supplied.

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 7 working days of receipt of same in writing. Parties however shall endeavours 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 parties at the respective addresses at the beginning hereof written.

The common seal of State Pharmaceuticals Corporation of Sri Lanka was affixed)

heretoé)
é .)
é .)
é .)

Authorized signatory

Authorized signatory

<u>Witnesses</u>

Signature	Name, Address and ID No
1……..	**……**
2……	**……**

DS/ns

ANNEX – 1

BID NO. : DHS/SUS/WW/89/24
DATE OF ISSUE : 18TH JULY 2023
CLOSING DATE & TIME : 28TH AUGUST 2023 AT 09.00 HOURS SRI LANKA TIME

Special Conditions for tendering :

1. Offers should be accompanied with the valid registration certificate issued by the National Medicine Regulatory Authority in Sri Lanka
2. Offered item should bear both our SR number and the Item number. However at the bid opening only the item numbers will be read out. Therefore price quoted should be shown against each item number.
3. If the shipment is being effected on FCL basis both FOB and Freight charges should be quoted separately against each item in addition to quoted C & F price.
4. The volume of the total quantity of each item should be given in cubic meters (m^3)
5. **Foreign offers should be on C & F (CPT/CFR) Colombo basis. FOB offers are not acceptable. If offers are received on Import & Supply basis from local suppliers, those offers should be in LKR. All local suppliers/manufacturers should quote in LKR for the total delivery price to MSD stores.**
6. **Fax/E-mail offers directly sent to State Pharmaceuticals Corporation are not acceptable. Tenderers are requested to draw their attention to the clause "Submission of Bids" of the bid document in this regard.**
7. 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.
8. The original payment receipt has to be annexed to the offer. Offers without same will be rejected.
9. We reserve the right to reject offers which do not comply above.
10. The offer should be valid up to 24.02.2024

CONDITIONS FOR SUPPLY OF SURGICAL ITEMS

(a) Part A-General Order Conditions (GOC) of Supply

1. The consignments supplied in respect of an order concerned, shall exactly match with the reference sample submitted and the product information (item descriptions, shelf life/warranty where applicable, manufacturer²s name, country of manufacture, country of origin, etc.) provided in the bid document by the supplier, which has been accepted by the procurement committee, and included in the Indent / Purchase Order (PO), issued by SPC.

2. All items shall be supplied, sourcing from the manufacturer and country of manufacturer, stated in the Purchase Order (PO)/Indent of SPC and wherever applicable shall have a valid product registration from NMRA.

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

When the validity of the product/manufacturing licenses and registrations of NMRA (eg; manufacturing license, product registration and GMP certificates), of local manufacturers / local suppliers, lapses during the year or during the period of supply (delivery schedule), it shall be extended / renewed by the supplier.

A certified copies of afore mentioned valid certificates shall be submitted to MSD by the supplier when deliveries are made.

4. The number of batches per consignment shall be minimal. Batch quantity shall be an equal multiple of the quantity of the consignment and the proportionate size of the batch quantity shall be not less than 15% of the quantity in the consignment.

5. If MSD decides to accept consignment, with deviations from certain tender conditions (eg: with regard to labeling/packaging or any other rectifiable defect at the time of receipt in Sri Lanka due to an urgency, that shall be done subject to, either rectifying the defect within 05 working days by the supplier, or recovering the total cost [a] of rectifying the defect by MSD (via a duly contracted third party providing such services), from the supplier with a 25% administrative charge on the labeling cost. (total charge = [a]+[a]x0.25) or 2% of the invoiced value, whichever is the highest.

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

6. The specifications of the product offered by the suppliers in the tender, shall match with the tender specifications for the item and **any form of alternate offers for the same, will not be entertained,** when there are product/s offered in compliance with the tender specification.

Shelf life & Warrantees

7. In respect of Non consumables; laboratory items and surgical items: Manufacturer or supplier or local agent shall provide a warranty for a period, not less than as specified in the specification of the item and /or it²s sub components/articles supplied (eg: Special Instrument sets), unless otherwise agreed upon prior to awarding the tender.

The supplier²s invoice shall indicate, the validity period of the warrantee from the date of receiving goods at MSD and a warrantee card with all details, including the local contact details of warrantee services provider, shall also be inserted in each individual pack.

Foreign suppliers of all such items shall have their own local agent in Sri Lanka, capable of providing technical support, repair and spares, when necessary (**This clause No. 07 is not applicable for all Pharmaceuticals and all Consumable Surgical & Laboratory items)**

8. Freshly manufactured stocks of the product shall be supplied; thereby the residual Shelf Life (shelf life remaining at the time of delivery of goods in Sri Lanka/MSD stores/Sri Lanka) of the product, shall be 85% of the product shelf life specified in Indent/PO or as certified in the product registration certificate or indicated in any other way by NMRA)

(a) When the shelf life is not specified in the indent/PO/item spec; the requested shelf life shall be considered as, 36 months for surgical items. (Shelf life of not applicable for surgical non-consumables) and 24 months for Pharma/Laboratory items. The Difference of the residual and requested product shelf life shall not exceed 1/6th (one sixth) of the original product shelf life.

(b) In the violation of the above tender condition, Director/MSD reserves the right to accept a reduced quantity, that is usable (as per the actual consumption rate) up to three months before the expiry of same and will subject to application of a penalty (as clause No. 37 and footnote 01)

Standards & Quality

9. Standards; In respect of all Pharmaceutical products supplied, shall comply Pharmacopoeia Standards that are indicated in the item specifications, other Pharmacopoeia Standards accepted in the product registration by the National Medicines Regulatory Authority.

10. As per the product registration dossier approved by NMRA, the product information leaflet (PIL) for the Pharmaceuticals items and the user manual/instruction pamphlet for surgical items. With information to users regarding the; storage conditions, maintenance, and other product compatibilities, shall be provided with the product, for acceptance of goods by MSD.

Any product deficient of or incompatible with, its sub-components/accessories, not at the specified quality standards or all its components not unitized appropriately in packaging (as a set) shall be rejected.

11. Withdrawal from use of items due to quality failure found as manufacturer²s/Supplier²s fault:

(a). In case of batch withdrawal, **value of entire batch quantity supplied** shall be recovered from the supplier.

(b).In case of product withdrawal, **value of entire product quantity** supplied shall be recovered from the supplier.

(c). In the event of either a) or b) above, supplier shall be charged the total **cost involved for MSD, of the quality failed supplies** with 25% administrative charge of the same**.**

12. The storage conditions and the packing requirements of the product shall conform to the information given by the manufacturer and accepted by NMRA for the product registration or shall conform to the information submitted for waiver of registration granted by NMRA in exceptional circumstances.(refer clause No.24)

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

13. Immediately after delivery at MSD, the consignments shall be subjected to testing appropriately drawn, one random batch sample (Post-delivery sample) of the consignment at a government/semi-government/accredited laboratory (to be selectively applied for Surgical & Lab items, depending on availability of testing methodology and facilities)

If the sample is found to be substandard, random batch samples will be tested from all the batches/lots in the consignment, and entire expenses on such tests, like value of samples, transport, sampling and testing charges, etc, will be recovered from the supplier.

14. Consignments supplied to MSD violating the storage conditions indicated on product labels and/or product information leaflet (as accepted for product registration at NMRA), shall be considered as quality affected consignments and quality assurance of such consignments shall be carried out by post-delivery testing at government / semi government laboratory in Sri Lanka or at an accredited laboratory (foreign/local). All the expenses on such an event, including storage cost shall be borne by the supplier. If found to be quality affected the consignment will be treated as quality failed (as clause No.11).

15. **Pack size, Labeling & Packaging**

Offers for pack sizes at a lower level(smaller quantity per pack) than the pack size specified in the item description/specification and MSD order List, are also acceptable, but higher level (larger quantity per pack) pack sizes will not be entertained unless otherwise offered with the original bid and accepted by the procurement committee, with the concurrence of MSD.

16. In respect of bulk packs (not applicable for blister/strip packs), ³DHS´ mark shall be ;
(a). embossed or printed in case of tablets
(b). printed in case of capsules

Above condition can be waved off, if the purchase order quantity is less than 100,000 tablets/capsules, with deliveries in one/more lots **or** when an exemption is notified in the special order conditions of the relevant MSD order list (**This clause No. 16 is not applicable for all consumable and Non consumable Surgical and Laboratory Items)**

17. Each; innermost pack, vial/ampoule, pre-filled syringe or bottle, shall bear the item Description, SR No, Batch No/Lot no., Product Reference/Catalogue Nos of Surgical items), Date of Manufacture, Date of Expiry (of consumables only) and ³STATE LOGO´ of Government of Sri Lanka.

It is essential to include and exactly match the dates of Expiry (not applicable for Surgical Non-consumables) & date of Manufacture (in any form as ³Year & Month´ or ³No Exp.´), in the innermost pack and supplier²s invoice.

18. Description of the Item, SR No, Date of Manufacture, Date of Expiry, Batch No, Name and address of manufacturer and ³STATE LOGO´ of Sri Lanka Government shall be clearly marked on the outer covering of the individual/innermost pack containing the minimum unit of measure, including blister & strip cards and on the outer cover of the carton/box.
Any deviations of the Date of Manufacture (DOM)/ Date of Expiry(DOE)declared in the offer shall be approved by MSD and DOM & DOE shall consist of at least the year & month.

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

20. Batch Number of the product shall be separately Barcoded (in Code 128 or 2D formats) and Barcode shall be printed on the labels at all levels of packing as described below, conforming to the industry standards in Barcode printing and pasting.
Format shall be according to Code 128 or 2D standards.
Maximum barcode size shall be 5.0cm (length) x 2.5cm (width).

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

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

Storage Conditions & Temperature

22. If the storage temperature & conditions are not specified in the item specification, NMRA accepted product storage conditions, shall conform to Sri Lankan ambient storage conditions in the ranges of 30^0c +/- 2^0c temperature and 75% +/-5% relative humidity. The product storage conditions shall be clearly indicated at all levels of labels/packages/boxes.

23. Maintenance of Cold Chain;

a. In case of cold storage items, cold chain monitors (temperature recording devices) shall be included for each carton and the cold chain shall be maintained according to the manufacturer²s instructions during storage, transport and delivery.

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

c. If the cold chain break is observed at the time of taking over the consignments by MSD, such consignments shall be rejected, indicating the reason on the relevant **WDN or copy of the delivery documents.** In such an event, the SPC shall arrange necessary cold storage for the consignment until ±observed cold chain break² is investigated leading to acceptance / total rejection of consignment and the expenses born by MSD / SPC in arranging the cold storage shall be recovered from the supplier.

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

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

24. In respect of the products requiring controlled temperature storage (Eg. < 25^0c, 2-25^0c, 15-20^0c/30^0c, 2-8^0c etc.), supplier shall provide MSD with latest product stability study reports with the invoice of the consignment.(report shall include studies; at 30^0c +/- 2^0c & 75% +/- 5% RH for **AC stored** items and at 25^0c +/- 2^0c & 60% +/- 5% RH for **Cold stored** items. It shall be a true copy of the latest report submitted to NMRA or a report issued within last 05 years). (refer clause No.12)

Delivery Requirements

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

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

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

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

(a). A penalty of 0.5% per day of the consignment value, calculated commencing from the 15th day up to 60th day delay from the due delivery date, as per the indent/PO or its² latest amended delivery schedules.

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

28. (i). If any local purchases were to be made by MSD/SPC to ensure continuity of supply (due to noncompliance of Indent/PO/its² amended; delivery schedule); in the ensuing period inclusive of the grace period for delivery from due delivery date, extra expenditure incurred on such local purchases, over the landed cost of relevant SPC main order, shall be recovered from the supplier.

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

29. In respect of local manufacturers/ local suppliers, all deliveries shall be made only on week days excluding public holidays, also allowing adequate time to enable the completion of the receiving process at MSD stores before 3.30 p.m. In the event of failure to meet this deadline due to supplier²s fault (eg. In delivery; time, product, document, etc.) goods shall be accepted on the following working day, such date shall be counted for working out penalties as per No. 27 (regarding defaulted consignment) of the conditions of supply.
As an alternative, supplier can request MSD to take over the consignment on the same day, subject to settling all other expenses (i.e. staff OT, forklift charge, etc.) of MSD, by the supplier.

30. The extension of L/C²s overstepping delivery schedules in the Indent/PO/its² amendments, shall not in any way affect the recovery of late delivery charges, as per Condition No. 27 (regarding defaulted consignments) and any other direct or indirect additional costs/liquidated damages, relating/consequent to extension of L/C.

31. When adequate storage space is not available at MSD, to accept a delivery defaulted consignment (deviating from the delivery schedule in the Indent/PO/its² amendments) under the condition No. 27, any additional expenses caused to MSD or SPC in arranging temporary external storage and other expenses (eg. demurrage, detention, container storage, re-handling cum transport, etc.) shall be borne by the supplier.

Documents & Information

32. MSD Order No, Item Description, SR No, Batch No., Date of Manufacture, Date of Expiry and product Storage Condition, shall be indicated in all Supply Invoices and detailed Packing Lists.

33. One of the tender samples of the selected bid shall be forwarded to MSD, for using as a reference sample (can make it; a part of the last consignment or a returnable to supplier) for checking the conformity of the consignments received under the indent/PO. (applicable for all surgical items and laboratory regular items except when specified in respective order lists).

The product artwork or dimensional detail diagrams, product Catalogues and Catalog No²s, as necessary for the surgical items (**not relevant to pharmaceutical & Laboratory items)** shall be provided with the bid document, for reference in the; tender evaluation by SPC, ascertaining (before awarding) user acceptance of deviations from the spec by MSD and inspecting the consignments delivered to MSD.

The artwork of the; specimen labels, minimum pack and outer most box/shipper carton, that satisfies the above mentioned labeling conditions shall be provided before signing the contract with the performance bond.

34 The supplier shall submit all shipping documents to (Including Bills of Lading / Draft Air Way Bills etc.) SPC Imports department and MSD by e-mail (**follow instructions in website www.msd.gov.lk**), at least 03 days before the Expected Time of Arrival (ETA) of sea freighted consignments & 02 days before the ETA of Air freighted consignments.

35. After releasing the Indent/PO or establishing L/C, the latest logistical position of manufacturing & supply on the Indent/PO, shall be updated biweekly through e-mails to SPC with a copy to MSD by the supplier.(follow instructions in the website www.msd.gov.lk)
If it is not complied or the information so provided are found to be incomplete/false, the grace period (for supply delays) mentioned in the condition No. 27 will not be applicable.

Common conditions

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

37. Administrative surcharge of 25%(on the value of goods), will be applied for tender condition violations that cause deficiencies in supply with respect to; quality, standards & specifications, short packing & short supply or delayed delivery as per the cabinet decision. **(eg. As in conditions No. 08,05,10,13)**

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

(b) Part B-Special Order Conditions (SOC) of Supply

Note: SOCs are used, when it is really necessary to enable, item/order list specific deviations from the GOC clauses that are applicable to all or selected items in the order list concerned and in which case the relevant order list No. and SR No. s, shall be indicated separately against each clause of SOC, with the counter signature of Director (MSD) to make it effective.

(i) -

(ii) -

(iii) -

Sufficient quantity of samples should be forwarded for evaluation.

Special Conditions

- Suppliers should submit all shipping documents including the Bill of lading or Air Way Bill to SPC at least 2-3 days prior to arrival of the consignments to prevent any delay in clearance.

- In the event of an award made to you on this tender, SPC reserve the right to cancel/suspend the procuring of said order in any stage, if you would be placed the defaulted supplier's list due to quality failure found in your previous supplies made to SPC or non compliance of contractual agreement.

- This bid is administered by the provisions of the "Public Contract Act No. 3 of 1987" and therefore, in the event bidder is to retain an agent, representative, nominee for and on behalf of Bid or shall register himself and such public contact act in accordance with the section 10 of the Public Contract Act and produce such valid original certificate of registration with the bid.

- 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.

- Destination Terminal Handling charges (THC) should be borne by the supplier at the Port of Loading. Hence when the C&F prices are quoted this should be inclusive of THC.

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

- In the event of delivery of consignments deviating from given delivery schedule by MSD due to default of supplier and same is rejected due lack of storage space available at MSD warehouses, any resulting demurrage charges incurred shall be borne by the suppliers concerned.

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

BID NO: DHS/SUS/WW/89/24 CLOSING ON : 28.08.2023 at 9.00 a.m.

ORDER LIST NUMBER: 2024/SPC/N/C/S/00088

ITEM NO	SR NO	ITEM	QTY Nos.	DELIVERY	Bid Bond value (LKR)
2	13513002	Coronary Guiding Catheter, Extra Support type, size 6F, curve style XB 3, 100cm - 120cm length, sterile.	5600	2000-Jan/2024 2000-Apr/2024 1600-Aug/2024	1,152,350.00
3	13513005	Coronary Guiding Catheter, Extra Support type, size 7F, curve style XB 3, 100cm - 120cm length, sterile.	500	150-Jan/2024 150-Apr/2024 200-Sep/2024	N/A
4	13513006	Coronary Guiding Catheter, Extra Support type, size 7F, curve style XB 3.5, 100cm - 120cm length, sterile.	175	60-Jan/2024 60-Apr/2024 55-Sep/2024	N/A
7	13513106	Coronary Guiding Catheter, Extra Backup type (EBU), size 7F, curve style EBU 3.5, 100cm - 120cm length, sterile.	25	15-Jan/2024 10-May/2024	N/A
12	13513209	Coronary Guiding Catheter, Right, Launcher type, size 6F, curve style JR 3.5, 100cm - 120cm length, sterile.	630	300-Jan/2024 330-May/2024	136,320.00
13	13513215	Guidesilla- Guide Extention Catheter,6F,25cm,Boston Scientific or similar.	110	35-Jan/2024 35-Apr/2024 40-Aug/2024	129,900.00
14	13513401	Coronary Guiding Catheter, Right, Judkin type or similar, size 5F, Inner diameter > 0.058", curve style JR 3.5, 100cm - 120cm length,with side holes, sterile.	275	100-Jan/2024 100-Apr/2024 75-Aug/2024	65,150.00
20	13513809	Coronary Guiding Catheter, Right, Judkin type or similar, size 5F, Inner diameter > 0.058", curve style JR 4, 100cm - 120cm length,with out side holes, sterile.	20	10-Jan/2024 10-May/2024	N/A

Packing: 1 Nos.

All tenderers should furnish an unconditional Bid Bond encashable on demand to the value mentioned in the item list. Bid Bond should be submitted with valid up to 25.03.2024 together with the tender

1. Page 9 Condition No. 19.b

Registrar of public contracts

This clause should be amended as awards over Sri Lanka rupees Five Million instead of (LKR) Ten Million.

1. Page 10 Condition No. 20. a
   Representative samples in respect of items offered should be submitted to reach SPC on or before the closing time on the closing date of tender and acknowledgement receipt to be obtained from Administration Department of SPC.

Contract:
The successful supplier should agree to enter into a contract/Agreement is applicable normally for awards which are over LKR 500,000.00 instead of 10.0 Million.

Bidding Document Fee- As per the guideline 6.1.1 (a) of the Government Procurement Guidelines 2006.

A non refundable fee of Rs. 20,000.00 + taxes should be paid in cash to SPC for each set of Tender Documents

Amendments of Bidding Document for Procurement of Surgical/Lab items

(1) **Clause 8**

(a) Bid Bonds to be submitted for each item (SR Number) when estimated value of each item exceeds LKR 01 Million.

(b) Value and validity applicable for the submission of Bid Bond for each item should be as indicated therein.

08.2 The Bid Bond should be valid for at least 30 days beyond the validity of the Bid.

(c) To be deleted.

(2) **Clause 12**

Amend as **REIMBURSEMENT**

12.1 Corporation reserves 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 labeling.

(3) **Clause 16.6**

Any request for a price increment due to LKR depreciating against foreign currency will not be accepted and such bid will be rejected at the preliminary stage of bid evaluation.

(4) **Clause 28.0**

Evaluation will be done as per Bid Form (Annex – II B) and Bid Evaluation Summary Sheet. (Annex – II C, to be submitted along with the Bid and a soft copy as per instruction given in www.spc.lk Web Site)

(5) 2nd column of Annex II B amend as "FULL DESCRIPTION OF ITEM OFFERED THE STANDARD & STORAGE CONDITION"

(6) Annex – 1 to be amend as follows.

SPECIMEN OF ANNEX – 1

ANNEX – 1

BID NO/ BID REFERENCE :
(TENDER NO)

DATE OF ISSUE :

CLOSING DATE & TIME :
(SRI LANKAN TIME)

ORDER LIST NO :

SR No	Item Description/ Specifications	Quantity	Delivery Schedule

Amount of Bid Bond : LKR …….. or USD …….. to be submitted along with the Bid Bond valid till …… (date)

Bid validity period : Bid should be valid till …….. (date)

Bid Document Fee : ……
(should be paid in cash to SPC for each set of Bid Documents)

MSD CONDITIONS OF SUPPLY

1.
2.

Abbreviations : SPC ; State Pharmaceuticals Corporation, MSD; Medical Supplies Division

Annex VI

SPECIMEN OF CONTRACT FORM (IB)

STATE PHARMACEUTICALS CORPORATION OF SRI LANKA

(Established under the State Industrial Corporation Act, No. 49 of *1957)*
"Mehewara Piyasa", 16th Floor, No. 41, Kirula Road, Colombo 05,Sri Lanka.
Telephone (00)94-1-326227 or 2391538 Fax: (00)94-11-2446204
E-mail: dgmcomm@spc.lk or managerimp2spc.lk

DEMOCRATIC SOCIALISTREPUBLIC OF SRI LANKA
AGREEMENT

SPC Ref. No   Date :
Bid Ref.

This **AGREEMENT** made and entered into between the State Pharmaceuticals Corporation of Sri Lanka, a Corporation established under the State Industrial Corporation Act. No. 49 of 1957 and having its Head Office at "Mehewara Piyasa", 16th Floor, No. 41, Kirula Road, Colombo 05, 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 **FIRST PART**

AND

M/s …………………………………………………………………………………… ..
…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 **SECOND PART.**

AND

M/s …………………………………………………………………………………… ..
…business under the time, style and firm of a company duly registered and carrying business (hereinafter called "the Local Agent" 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 **THIRD PART.**

Whereas the State Pharmaceuticals Corporation has accepted the bid of M/s ……………… ………………………………………………………………… for the supply and delivery of………………………………………… as per the attached indent for ……………… marked SPC …………………………… . Dated …………………………… and M/s ………………………………………………… will act as local agent of the supplier for all matters arising out of supplies here of.

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. The following documents:

   (a) Conditions of Contract marked – Annex 1
   (b) Bid Documents marked – Annex 2
   (c) Copy of Indent marked – Annex 3

(hereinafter called ñthe Contract Documentsò) showing and describing the nature and scope of the agreement duly signed by three parties shall be deemed to form and be read and construed as part and partial 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, and the local agent will be responsible for all the matters regarding the supplies which do not confirm to required standard..

The supplier shall be paid for such supply and delivery of the goods according to the Indent marked and in the manner and at the times hereinafter specified.

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

In witness whereof the State Pharmaceuticals Corporation has caused its Common Seal to be affixed and é é é é é é é é é and é é é é é é é é é é . of State Pharmaceuticals Corporation have set their hands and Supplier and the Local Agent has placed its hand/caused its Common Seal to be affixed hereunto and to two other of the same tenor on this é é é é é .20é

The Common Seal of M/s (supplier)é é é é é é é é é é é é é é é é é é ... herein.

1. ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ..

President/Managing Director/C.E.O.

2. ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ..

Director

Witnesses

Signature	Name, Address and ID No./Passport No.
1. é é é é é é é é é é é .	é é é é é é é é é é é é é é é ..
2. é é é é é é é é é é é .	é é é é é é é é é é é é é é é é

The Common Seal of M/s. é é é é é é é é é é é é é é é (Local Agent) herein.

é é é é é é é é é é é é é é é .
President/Managing Director/C.E.O.

é é é é é é é é é é é é é é é .
Director

Witnesses

Signature	Name, Address and ID No./Passport No.
1. é é é é é é é é é é é .	é é é é é é é é é é é é é é é ..
2. é é é é é é é é é é é .	é é é é é é é é é é é é é é é é

CONDITIONS OF CONTRACT

3.FREE REPLACEMENT /REIMBURSEMENT

3.1 SPC reserves the right to call for Free Replacement/Reimbursement in the event of

3.1.1 Short packing
3.1.2 Loss/damage or deterioration of goods supplied (within shelf-life if applicable)
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/or quality standards to the satisfaction of Medical Supplies Division of Sri Lanka/ State Pharmaceuticals Corporation of Sri Lanka.

3.2 In the event of a quality problem, Batch samples would be tested by SPC its authorized personnel at the NMQAL or SPC Quality Assurance Laboratory or any other Quality Assurance Laboratory nominated by SPC or its fitness for use will be determined by and expert Committee appointed by the relevant authority.

3.3 **Withdrawal from use of Item due to quality failure.**

a) In case of batch withdrawal due to quality failure, the supplier/ manufacturer shall reimburse the value of entire batch quantity supplied.
b) In case of product withdrawal due to quality failure, the supplier/ manufacturer shall reimburse the value of entire product quantity supplied.
c) In the event of either a) or b) above the supplier/ manufacturer shall be surcharged additional 25% of the total value concerned as administrative cost.

Samples from the available batches will be retained by 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 and the Local Agent agreed to reimburse the SPC the landed cost and an additional 25% surcharge of the total quantity supplied.

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 7 working days of receipt of same in writing. Parties however shall endeavours 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 parties at the respective addresses at the beginning hereof written.

The common seal of State Pharmaceuticals Corporation of Sri Lanka was affixed)

heretoé)
é .)
é .)
é .)

Authorized signatory

Authorized signatory

Witnesses

Signature	Name, Address and ID No
1……..	**……**
2……	**……**

MPN/ns

ANNEX – 1

BID NO. : DHS/SUS/WW/90/24
DATE OF ISSUE : 18TH JULY 2023
CLOSING DATE & TIME : 28TH AUGUST 2023 AT 09.00 HOURS SRI LANKA TIME

Special Conditions for tendering :

1. Offers should be accompanied with the valid registration certificate issued by the National Medicine Regulatory Authority in Sri Lanka
2. Offered item should bear both our SR number and the Item number. However at the bid opening only the item numbers will be read out. Therefore price quoted should be shown against each item number.
3. If the shipment is being effected on FCL basis both FOB and Freight charges should be quoted separately against each item in addition to quoted C & F price.
4. The volume of the total quantity of each item should be given in cubic meters (m^3)
5. **Foreign offers should be on C & F (CPT/CFR) Colombo basis. FOB offers are not acceptable. If offers are received on Import & Supply basis from local suppliers, those offers should be in LKR. All local suppliers/manufacturers should quote in LKR for the total delivery price to MSD stores.**
6. **Fax/E-mail offers directly sent to State Pharmaceuticals Corporation are not acceptable. Tenderers are requested to draw their attention to the clause "Submission of Bids" of the bid document in this regard.**
7. 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.
8. The original payment receipt has to be annexed to the offer. Offers without same will be rejected.
9. We reserve the right to reject offers which do not comply above.
10. The offer should be valid up to 24.02.2024

CONDITIONS FOR SUPPLY OF SURGICAL ITEMS

(a) Part A-General Order Conditions (GOC) of Supply

1. The consignments supplied in respect of an order concerned, shall exactly match with the reference sample submitted and the product information (item descriptions, shelf life/warranty where applicable, manufacturer²s name, country of manufacture, country of origin, etc.) provided in the bid document by the supplier, which has been accepted by the procurement committee, and included in the Indent / Purchase Order (PO), issued by SPC.

2. All items shall be supplied, sourcing from the manufacturer and country of manufacturer, stated in the Purchase Order (PO)/Indent of SPC and wherever applicable shall have a valid product registration from NMRA.

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

When the validity of the product/manufacturing licenses and registrations of NMRA (eg; manufacturing license, product registration and GMP certificates), of local manufacturers / local suppliers, lapses during the year or during the period of supply (delivery schedule), it shall be extended / renewed by the supplier.

A certified copies of afore mentioned valid certificates shall be submitted to MSD by the supplier when deliveries are made.

4. The number of batches per consignment shall be minimal. Batch quantity shall be an equal multiple of the quantity of the consignment and the proportionate size of the batch quantity shall be not less than 15% of the quantity in the consignment.

5. If MSD decides to accept consignment, with deviations from certain tender conditions (eg: with regard to labeling/packaging or any other rectifiable defect at the time of receipt in Sri Lanka due to an urgency, that shall be done subject to, either rectifying the defect within 05 working days by the supplier, or recovering the total cost [a] of rectifying the defect by MSD (via a duly contracted third party providing such services), from the supplier with a 25% administrative charge on the labeling cost. (total charge = [a]+[a]x0.25) or 2% of the invoiced value, whichever is the highest.

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

6. The specifications of the product offered by the suppliers in the tender, shall match with the tender specifications for the item and **any form of alternate offers for the same, will not be entertained,** when there are product/s offered in compliance with the tender specification.

Shelf life & Warrantees

7. In respect of Non consumables; laboratory items and surgical items: Manufacturer or supplier or local agent shall provide a warranty for a period, not less than as specified in the specification of the item and /or it²s sub components/articles supplied (eg: Special Instrument sets), unless otherwise agreed upon prior to awarding the tender.

The supplier²s invoice shall indicate, the validity period of the warrantee from the date of receiving goods at MSD and a warrantee card with all details, including the local contact details of warrantee services provider, shall also be inserted in each individual pack.

Foreign suppliers of all such items shall have their own local agent in Sri Lanka, capable of providing technical support, repair and spares, when necessary (**This clause No. 07 is not applicable for all Pharmaceuticals and all Consumable Surgical & Laboratory items)**

8. Freshly manufactured stocks of the product shall be supplied; thereby the residual Shelf Life (shelf life remaining at the time of delivery of goods in Sri Lanka/MSD stores/Sri Lanka) of the product, shall be 85% of the product shelf life specified in Indent/PO or as certified in the product registration certificate or indicated in any other way by NMRA)

(a) When the shelf life is not specified in the indent/PO/item spec; the requested shelf life shall be considered as, 36 months for surgical items. (Shelf life of not applicable for surgical non-consumables) and 24 months for Pharma/Laboratory items. The Difference of the residual and requested product shelf life shall not exceed 1/6th (one sixth) of the original product shelf life.

(b) In the violation of the above tender condition, Director/MSD reserves the right to accept a reduced quantity, that is usable (as per the actual consumption rate) up to three months before the expiry of same and will subject to application of a penalty (as clause No. 37 and footnote 01)

Standards & Quality

9. Standards; In respect of all Pharmaceutical products supplied, shall comply Pharmacopoeia Standards that are indicated in the item specifications, other Pharmacopoeia Standards accepted in the product registration by the National Medicines Regulatory Authority.

10. As per the product registration dossier approved by NMRA, the product information leaflet (PIL) for the Pharmaceuticals items and the user manual/instruction pamphlet for surgical items. With information to users regarding the; storage conditions, maintenance, and other product compatibilities, shall be provided with the product, for acceptance of goods by MSD.

Any product deficient of or incompatible with, its sub-components/accessories, not at the specified quality standards or all its components not unitized appropriately in packaging (as a set) shall be rejected.

11. Withdrawal from use of items due to quality failure found as manufacturer²s/Supplier²s fault:

(a). In case of batch withdrawal, **value of entire batch quantity supplied** shall be recovered from the supplier.

(b).In case of product withdrawal, **value of entire product quantity** supplied shall be recovered from the supplier.

(c). In the event of either a) or b) above, supplier shall be charged the total **cost involved for MSD, of the quality failed supplies** with 25% administrative charge of the same**.**

12. The storage conditions and the packing requirements of the product shall conform to the information given by the manufacturer and accepted by NMRA for the product registration or shall conform to the information submitted for waiver of registration granted by NMRA in exceptional circumstances.(refer clause No.24)

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

13. Immediately after delivery at MSD, the consignments shall be subjected to testing appropriately drawn, one random batch sample (Post-delivery sample) of the consignment at a government/semi-government/accredited laboratory (to be selectively applied for Surgical & Lab items, depending on availability of testing methodology and facilities)

If the sample is found to be substandard, random batch samples will be tested from all the batches/lots in the consignment, and entire expenses on such tests, like value of samples, transport, sampling and testing charges, etc, will be recovered from the supplier.

14. Consignments supplied to MSD violating the storage conditions indicated on product labels and/or product information leaflet (as accepted for product registration at NMRA), shall be considered as quality affected consignments and quality assurance of such consignments shall be carried out by post-delivery testing at government / semi government laboratory in Sri Lanka or at an accredited laboratory (foreign/local). All the expenses on such an event, including storage cost shall be borne by the supplier. If found to be quality affected the consignment will be treated as quality failed (as clause No.11).

15. **Pack size, Labeling & Packaging**

Offers for pack sizes at a lower level(smaller quantity per pack) than the pack size specified in the item description/specification and MSD order List, are also acceptable, but higher level (larger quantity per pack) pack sizes will not be entertained unless otherwise offered with the original bid and accepted by the procurement committee, with the concurrence of MSD.

16. In respect of bulk packs (not applicable for blister/strip packs), ³DHS´ mark shall be ;
(a). embossed or printed in case of tablets
(b). printed in case of capsules

Above condition can be waved off, if the purchase order quantity is less than 100,000 tablets/capsules, with deliveries in one/more lots **or** when an exemption is notified in the special order conditions of the relevant MSD order list (**This clause No. 16 is not applicable for all consumable and Non consumable Surgical and Laboratory Items)**

17. Each; innermost pack, vial/ampoule, pre-filled syringe or bottle, shall bear the item Description, SR No, Batch No/Lot no., Product Reference/Catalogue Nos of Surgical items), Date of Manufacture, Date of Expiry (of consumables only) and ³STATE LOGO´ of Government of Sri Lanka.

It is essential to include and exactly match the dates of Expiry (not applicable for Surgical Non-consumables) & date of Manufacture (in any form as ³Year & Month´ or ³No Exp.´), in the innermost pack and supplier²s invoice.

18. Description of the Item, SR No, Date of Manufacture, Date of Expiry, Batch No, Name and address of manufacturer and ³STATE LOGO´ of Sri Lanka Government shall be clearly marked on the outer covering of the individual/innermost pack containing the minimum unit of measure, including blister & strip cards and on the outer cover of the carton/box.
Any deviations of the Date of Manufacture (DOM)/ Date of Expiry(DOE)declared in the offer shall be approved by MSD and DOM & DOE shall consist of at least the year & month.

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

20. Batch Number of the product shall be separately Barcoded (in Code 128 or 2D formats) and Barcode shall be printed on the labels at all levels of packing as described below, conforming to the industry standards in Barcode printing and pasting.
Format shall be according to Code 128 or 2D standards.
Maximum barcode size shall be 5.0cm (length) x 2.5cm (width).

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

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

Storage Conditions & Temperature

22. If the storage temperature & conditions are not specified in the item specification, NMRA accepted product storage conditions, shall conform to Sri Lankan ambient storage conditions in the ranges of 30^0c +/- 2^0c temperature and 75% +/-5% relative humidity. The product storage conditions shall be clearly indicated at all levels of labels/packages/boxes.

23. Maintenance of Cold Chain;

a. In case of cold storage items, cold chain monitors (temperature recording devices) shall be included for each carton and the cold chain shall be maintained according to the manufacturer²s instructions during storage, transport and delivery.

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

c. If the cold chain break is observed at the time of taking over the consignments by MSD, such consignments shall be rejected, indicating the reason on the relevant **WDN or copy of the delivery documents.** In such an event, the SPC shall arrange necessary cold storage for the consignment until ±observed cold chain break² is investigated leading to acceptance / total rejection of consignment and the expenses born by MSD / SPC in arranging the cold storage shall be recovered from the supplier.

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

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

24. In respect of the products requiring controlled temperature storage (Eg. < 25^0c, 2-25^0c, 15-20^0c/30^0c, 2-8^0c etc.), supplier shall provide MSD with latest product stability study reports with the invoice of the consignment.(report shall include studies; at 30^0c +/- 2^0c & 75% +/- 5% RH for **AC stored** items and at 25^0c +/- 2^0c & 60% +/- 5% RH for **Cold stored** items. It shall be a true copy of the latest report submitted to NMRA or a report issued within last 05 years). (refer clause No.12)

Delivery Requirements

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

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

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

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

(a). A penalty of 0.5% per day of the consignment value, calculated commencing from the 15th day up to 60th day delay from the due delivery date, as per the indent/PO or its² latest amended delivery schedules.

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

28. (i). If any local purchases were to be made by MSD/SPC to ensure continuity of supply (due to noncompliance of Indent/PO/its² amended; delivery schedule); in the ensuing period inclusive of the grace period for delivery from due delivery date, extra expenditure incurred on such local purchases, over the landed cost of relevant SPC main order, shall be recovered from the supplier.

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

29. In respect of local manufacturers/ local suppliers, all deliveries shall be made only on week days excluding public holidays, also allowing adequate time to enable the completion of the receiving process at MSD stores before 3.30 p.m. In the event of failure to meet this deadline due to supplier²s fault (eg. In delivery; time, product, document, etc.) goods shall be accepted on the following working day, such date shall be counted for working out penalties as per No. 27 (regarding defaulted consignment) of the conditions of supply.
As an alternative, supplier can request MSD to take over the consignment on the same day, subject to settling all other expenses (i.e. staff OT, forklift charge, etc.) of MSD, by the supplier.

30. The extension of L/C²s overstepping delivery schedules in the Indent/PO/its² amendments, shall not in any way affect the recovery of late delivery charges, as per Condition No. 27 (regarding defaulted consignments) and any other direct or indirect additional costs/liquidated damages, relating/consequent to extension of L/C.

31. When adequate storage space is not available at MSD, to accept a delivery defaulted consignment (deviating from the delivery schedule in the Indent/PO/its² amendments) under the condition No. 27, any additional expenses caused to MSD or SPC in arranging temporary external storage and other expenses (eg. demurrage, detention, container storage, re-handling cum transport, etc.) shall be borne by the supplier.

Documents & Information

32. MSD Order No, Item Description, SR No, Batch No., Date of Manufacture, Date of Expiry and product Storage Condition, shall be indicated in all Supply Invoices and detailed Packing Lists.

33. One of the tender samples of the selected bid shall be forwarded to MSD, for using as a reference sample (can make it; a part of the last consignment or a returnable to supplier) for checking the conformity of the consignments received under the indent/PO. (applicable for all surgical items and laboratory regular items except when specified in respective order lists).

The product artwork or dimensional detail diagrams, product Catalogues and Catalog No²s, as necessary for the surgical items (**not relevant to pharmaceutical & Laboratory items)** shall be provided with the bid document, for reference in the; tender evaluation by SPC, ascertaining (before awarding) user acceptance of deviations from the spec by MSD and inspecting the consignments delivered to MSD.

The artwork of the; specimen labels, minimum pack and outer most box/shipper carton, that satisfies the above mentioned labeling conditions shall be provided before signing the contract with the performance bond.

34 The supplier shall submit all shipping documents to (Including Bills of Lading / Draft Air Way Bills etc.) SPC Imports department and MSD by e-mail (**follow instructions in website www.msd.gov.lk**), at least 03 days before the Expected Time of Arrival (ETA) of sea freighted consignments & 02 days before the ETA of Air freighted consignments.

35. After releasing the Indent/PO or establishing L/C, the latest logistical position of manufacturing & supply on the Indent/PO, shall be updated biweekly through e-mails to SPC with a copy to MSD by the supplier.(follow instructions in the website www.msd.gov.lk)
If it is not complied or the information so provided are found to be incomplete/false, the grace period (for supply delays) mentioned in the condition No. 27 will not be applicable.

Common conditions

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

37. Administrative surcharge of 25%(on the value of goods), will be applied for tender condition violations that cause deficiencies in supply with respect to; quality, standards & specifications, short packing & short supply or delayed delivery as per the cabinet decision. **(eg. As in conditions No. 08,05,10,13)**

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

(b) Part B-Special Order Conditions (SOC) of Supply

Note: SOCs are used, when it is really necessary to enable, item/order list specific deviations from the GOC clauses that are applicable to all or selected items in the order list concerned and in which case the relevant order list No. and SR No. s, shall be indicated separately against each clause of SOC, with the counter signature of Director (MSD) to make it effective.

(i) -

(ii) -

(iii) -

Sufficient quantity of samples should be forwarded for evaluation.

Special Conditions

- Suppliers should submit all shipping documents including the Bill of lading or Air Way Bill to SPC at least 2-3 days prior to arrival of the consignments to prevent any delay in clearance.

- In the event of an award made to you on this tender, SPC reserve the right to cancel/suspend the procuring of said order in any stage, if you would be placed the defaulted supplier's list due to quality failure found in your previous supplies made to SPC or non compliance of contractual agreement.

- This bid is administered by the provisions of the "Public Contract Act No. 3 of 1987" and therefore, in the event bidder is to retain an agent, representative, nominee for and on behalf of Bid or shall register himself and such public contact act in accordance with the section 10 of the Public Contract Act and produce such valid original certificate of registration with the bid.

- 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.

- Destination Terminal Handling charges (THC) should be borne by the supplier at the Port of Loading. Hence when the C&F prices are quoted this should be inclusive of THC.

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

- In the event of delivery of consignments deviating from given delivery schedule by MSD due to default of supplier and same is rejected due lack of storage space available at MSD warehouses, any resulting demurrage charges incurred shall be borne by the suppliers concerned.

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

BID NO: DHS/SUS/WW/90/24 CLOSING ON : 28.08.2023 at 9.00 a.m.

ORDER LIST NUMBER: 2024/SPC/N/C/S/00105

ITEM NO	SR NO	ITEM	QTY Nos.	DELIVERY	Bid Bond value (LKR)
2	13525402	Coronary Guidewire, Similar to Asahi Sion Blue, straight tip, size 0.36mm (0.014") diameter, 0.5 tip load, 175cm - 190cm length, sterile.	5000	1500-Jan/2024 1500-Apr/2024 1500-Aug/2024 500-Oct/2024	1,170,300.00
3	13525404	Coronary Guidewire, Similar to Asahi Sion, straight tip, size 0.36mm (0.014") diameter, 0.7 tip load, 175cm - 190cm length, sterile.	300	300-Jan/2024	69,300.00

Packing: 1 Nos.

All tenderers should furnish an unconditional Bid Bond encashable on demand to the value mentioned in the item list. Bid Bond should be submitted with valid up to 25.03.2024 together with the tender

1. Page 9 Condition No. 19.b

Registrar of public contracts

This clause should be amended as awards over Sri Lanka rupees Five Million instead of (LKR) Ten Million.

1. Page 10 Condition No. 20. a
   Representative samples in respect of items offered should be submitted to reach SPC on or before the closing time on the closing date of tender and acknowledgement receipt to be obtained from Administration Department of SPC.

Contract:
The successful supplier should agree to enter into a contract/Agreement is applicable normally for awards which are over LKR 500,000.00 instead of 10.0 Million.

Bidding Document Fee- As per the guideline 6.1.1 (a) of the Government Procurement Guidelines 2006.

A non refundable fee of Rs. 20,000.00 + taxes should be paid in cash to SPC for each set of Tender Documents

Amendments of Bidding Document for Procurement of Surgical/Lab items

(1) **Clause 8**

(a) Bid Bonds to be submitted for each item (SR Number) when estimated value of each item exceeds LKR 01 Million.

(b) Value and validity applicable for the submission of Bid Bond for each item should be as indicated therein.

08.2 The Bid Bond should be valid for at least 30 days beyond the validity of the Bid.

(c) To be deleted.

(2) **Clause 12**

Amend as **REIMBURSEMENT**

12.1 Corporation reserves 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 labeling.

(3) **Clause 16.6**

Any request for a price increment due to LKR depreciating against foreign currency will not be accepted and such bid will be rejected at the preliminary stage of bid evaluation.

(4) **Clause 28.0**

Evaluation will be done as per Bid Form (Annex – II B) and Bid Evaluation Summary Sheet. (Annex – II C, to be submitted along with the Bid and a soft copy as per instruction given in www.spc.lk Web Site)

(5) 2nd column of Annex II B amend as "FULL DESCRIPTION OF ITEM OFFERED THE STANDARD & STORAGE CONDITION"

(6) Annex – 1 to be amend as follows.

SPECIMEN OF ANNEX – 1

ANNEX – 1

BID NO/ BID REFERENCE :
(TENDER NO)

DATE OF ISSUE :

CLOSING DATE & TIME :
(SRI LANKAN TIME)

ORDER LIST NO :

SR No	Item Description/ Specifications	Quantity	Delivery Schedule

Amount of Bid Bond : LKR …….. or USD …….. to be submitted along with the Bid Bond valid till …… (date)

Bid validity period : Bid should be valid till …….. (date)

Bid Document Fee : ……
(should be paid in cash to SPC for each set of Bid Documents)

MSD CONDITIONS OF SUPPLY

1.
2.

Abbreviations : SPC ; State Pharmaceuticals Corporation, MSD; Medical Supplies Division

Annex VI

SPECIMEN OF CONTRACT FORM (IB)

STATE PHARMACEUTICALS CORPORATION OF SRI LANKA

(Established under the State Industrial Corporation Act, No. 49 of *1957)*
"Mehewara Piyasa", 16th Floor, No. 41, Kirula Road, Colombo 05,Sri Lanka.
Telephone (00)94-1-326227 or 2391538 Fax: (00)94-11-2446204
E-mail: dgmcomm@spc.lk or managerimp2spc.lk

DEMOCRATIC SOCIALISTREPUBLIC OF SRI LANKA
AGREEMENT

SPC Ref. No   Date :
Bid Ref.

This **AGREEMENT** made and entered into between the State Pharmaceuticals Corporation of Sri Lanka, a Corporation established under the State Industrial Corporation Act. No. 49 of 1957 and having its Head Office at "Mehewara Piyasa", 16th Floor, No. 41, Kirula Road, Colombo 05, 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 **FIRST PART**

AND

M/s ………………………………………………………………………………………………..
…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 **SECOND PART.**

AND

M/s ………………………………………………………………………………………………..
…business under the time, style and firm of a company duly registered and carrying business (hereinafter called "the Local Agent" 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 **THIRD PART.**

Whereas the State Pharmaceuticals Corporation has accepted the bid of M/s ………………
…………………………………………………………………………… for the supply and delivery of…………………………………………………… as per the attached indent for ……………… marked SPC ……………………………………. Dated …………………………………… and M/s ……………………………………………………… will act as local agent of the supplier for all matters arising out of supplies here of.

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. The following documents: -

   (a) Conditions of Contract marked – Annex 1
   (b) Bid Documents marked – Annex 2
   (c) Copy of Indent marked – Annex 3

(hereinafter called ñthe Contract Documentsò) showing and describing the nature and scope of the agreement duly signed by three parties shall be deemed to form and be read and construed as part and partial 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, and the local agent will be responsible for all the matters regarding the supplies which do not confirm to required standard..

The supplier shall be paid for such supply and delivery of the goods according to the Indent marked and in the manner and at the times hereinafter specified.

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

In witness whereof the State Pharmaceuticals Corporation has caused its Common Seal to be affixed and é é é é é é é é é and é é é é é é é é é é . of State Pharmaceuticals Corporation have set their hands and Supplier and the Local Agent has placed its hand/caused its Common Seal to be affixed hereunto and to two other of the same tenor on this é é é é é .20é

The Common Seal of M/s (supplier)é é é é é é é é é é é é é é é é é é ... herein.

1. ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ..

President/Managing Director/C.E.O.

2. ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ..

Director

Witnesses

Signature	Name, Address and ID No./Passport No.
1. é é é é é é é é é é é .	é é é é é é é é é é é é é é é ..
2. é é é é é é é é é é é .	é é é é é é é é é é é é é é é é

The Common Seal of M/s. é é é é é é é é é é é é é é é (Local Agent) herein.

é é é é é é é é é é é é é é é .
President/Managing Director/C.E.O.

é é é é é é é é é é é é é é é .
Director

Witnesses

Signature	Name, Address and ID No./Passport No.
1. é é é é é é é é é é é .	é é é é é é é é é é é é é é é ..
2. é é é é é é é é é é é .	é é é é é é é é é é é é é é é é

CONDITIONS OF CONTRACT

3.FREE REPLACEMENT /REIMBURSEMENT

3.1 SPC reserves the right to call for Free Replacement/Reimbursement in the event of

3.1.1 Short packing
3.1.2 Loss/damage or deterioration of goods supplied (within shelf-life if applicable)
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/or quality standards to the satisfaction of Medical Supplies Division of Sri Lanka/ State Pharmaceuticals Corporation of Sri Lanka.

3.2 In the event of a quality problem, Batch samples would be tested by SPC its authorized personnel at the NMQAL or SPC Quality Assurance Laboratory or any other Quality Assurance Laboratory nominated by SPC or itôs fitness for use will be determined by and expert Committee appointed by the relevant authority.

3.3 **Withdrawal from use of Item due to quality failure.**

a) In case of batch withdrawal due to quality failure, the supplier/ manufacturer shall reimburse the value of entire batch quantity supplied.
b) In case of product withdrawal due to quality failure, the supplier/ manufacturer shall reimburse the value of entire product quantity supplied.
c) In the event of either a) or b) above the supplier/ manufacturer shall be surcharged additional 25% of the total value concerned as administrative cost.

Samples from the available batches will be retained by 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 and the Local Agent agreed to reimburse the SPC the landed cost and an additional 25% surcharge of the total quantity supplied.

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 7 working days of receipt of same in writing. Parties however shall endeavours 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 parties at the respective addresses at the beginning hereof written.

The common seal of State Pharmaceuticals Corporation of Sri Lanka was affixed)

hereto é)
é .)
é .)
é .)

Authorized signatory

Authorized signatory

Witnesses

Signature	Name, Address and ID No
1……..	**……**
2……	**……**

MPN/ns

ANNEX – 1

BID NO. : DHS/SUS/WW/91/24
DATE OF ISSUE : 18TH JULY 2023
CLOSING DATE & TIME : 28TH AUGUST 2023 AT 09.00 HOURS SRI LANKA TIME

Special Conditions for tendering :

1. Offers should be accompanied with the valid registration certificate issued by the National Medicine Regulatory Authority in Sri Lanka
2. Offered item should bear both our SR number and the Item number. However at the bid opening only the item numbers will be read out. Therefore price quoted should be shown against each item number.
3. If the shipment is being effected on FCL basis both FOB and Freight charges should be quoted separately against each item in addition to quoted C & F price.
4. The volume of the total quantity of each item should be given in cubic meters (m^3)
5. **Foreign offers should be on C & F (CPT/CFR) Colombo basis. FOB offers are not acceptable. If offers are received on Import & Supply basis from local suppliers, those offers should be in LKR. All local suppliers/manufacturers should quote in LKR for the total delivery price to MSD stores.**
6. **Fax/E-mail offers directly sent to State Pharmaceuticals Corporation are not acceptable. Tenderers are requested to draw their attention to the clause "Submission of Bids" of the bid document in this regard.**
7. 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.
8. The original payment receipt has to be annexed to the offer. Offers without same will be rejected.
9. We reserve the right to reject offers which do not comply above.
10. The offer should be valid up to 24.02.2024

CONDITIONS FOR SUPPLY OF SURGICAL ITEMS

(a) Part A-General Order Conditions (GOC) of Supply

1. The consignments supplied in respect of an order concerned, shall exactly match with the reference sample submitted and the product information (item descriptions, shelf life/warranty where applicable, manufacturer²s name, country of manufacture, country of origin, etc.) provided in the bid document by the supplier, which has been accepted by the procurement committee, and included in the Indent / Purchase Order (PO), issued by SPC.

2. All items shall be supplied, sourcing from the manufacturer and country of manufacturer, stated in the Purchase Order (PO)/Indent of SPC and wherever applicable shall have a valid product registration from NMRA.

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

When the validity of the product/manufacturing licenses and registrations of NMRA (eg; manufacturing license, product registration and GMP certificates), of local manufacturers / local suppliers, lapses during the year or during the period of supply (delivery schedule), it shall be extended / renewed by the supplier.

A certified copies of afore mentioned valid certificates shall be submitted to MSD by the supplier when deliveries are made.

4. The number of batches per consignment shall be minimal. Batch quantity shall be an equal multiple of the quantity of the consignment and the proportionate size of the batch quantity shall be not less than 15% of the quantity in the consignment.

5. If MSD decides to accept consignment, with deviations from certain tender conditions (eg: with regard to labeling/packaging or any other rectifiable defect at the time of receipt in Sri Lanka due to an urgency, that shall be done subject to, either rectifying the defect within 05 working days by the supplier, or recovering the total cost [a] of rectifying the defect by MSD (via a duly contracted third party providing such services), from the supplier with a 25% administrative charge on the labeling cost. (total charge = [a]+[a]x0.25) or 2% of the invoiced value, whichever is the highest.

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

6. The specifications of the product offered by the suppliers in the tender, shall match with the tender specifications for the item and **any form of alternate offers for the same, will not be entertained,** when there are product/s offered in compliance with the tender specification.

Shelf life & Warrantees

7. In respect of Non consumables; laboratory items and surgical items: Manufacturer or supplier or local agent shall provide a warranty for a period, not less than as specified in the specification of the item and /or it²s sub components/articles supplied (eg: Special Instrument sets), unless otherwise agreed upon prior to awarding the tender.

The supplier²s invoice shall indicate, the validity period of the warrantee from the date of receiving goods at MSD and a warrantee card with all details, including the local contact details of warrantee services provider, shall also be inserted in each individual pack.

Foreign suppliers of all such items shall have their own local agent in Sri Lanka, capable of providing technical support, repair and spares, when necessary (**This clause No. 07 is not applicable for all Pharmaceuticals and all Consumable Surgical & Laboratory items)**

8. Freshly manufactured stocks of the product shall be supplied; thereby the residual Shelf Life (shelf life remaining at the time of delivery of goods in Sri Lanka/MSD stores/Sri Lanka) of the product, shall be 85% of the product shelf life specified in Indent/PO or as certified in the product registration certificate or indicated in any other way by NMRA)

(a) When the shelf life is not specified in the indent/PO/item spec; the requested shelf life shall be considered as, 36 months for surgical items. (Shelf life of not applicable for surgical non-consumables) and 24 months for Pharma/Laboratory items. The Difference of the residual and requested product shelf life shall not exceed 1/6th (one sixth) of the original product shelf life.

(b) In the violation of the above tender condition, Director/MSD reserves the right to accept a reduced quantity, that is usable (as per the actual consumption rate) up to three months before the expiry of same and will subject to application of a penalty (as clause No. 37 and footnote 01)

Standards & Quality

9. Standards; In respect of all Pharmaceutical products supplied, shall comply Pharmacopoeia Standards that are indicated in the item specifications, other Pharmacopoeia Standards accepted in the product registration by the National Medicines Regulatory Authority.

10. As per the product registration dossier approved by NMRA, the product information leaflet (PIL) for the Pharmaceuticals items and the user manual/instruction pamphlet for surgical items. With information to users regarding the; storage conditions, maintenance, and other product compatibilities, shall be provided with the product, for acceptance of goods by MSD.

Any product deficient of or incompatible with, its sub-components/accessories, not at the specified quality standards or all its components not unitized appropriately in packaging (as a set) shall be rejected.

11. Withdrawal from use of items due to quality failure found as manufacturer²s/Supplier²s fault:

(a). In case of batch withdrawal, **value of entire batch quantity supplied** shall be recovered from the supplier.

(b).In case of product withdrawal, **value of entire product quantity** supplied shall be recovered from the supplier.

(c). In the event of either a) or b) above, supplier shall be charged the total **cost involved for MSD, of the quality failed supplies** with 25% administrative charge of the same**.**

12. The storage conditions and the packing requirements of the product shall conform to the information given by the manufacturer and accepted by NMRA for the product registration or shall conform to the information submitted for waiver of registration granted by NMRA in exceptional circumstances.(refer clause No.24)

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

13. Immediately after delivery at MSD, the consignments shall be subjected to testing appropriately drawn, one random batch sample (Post-delivery sample) of the consignment at a government/semi-government/accredited laboratory (to be selectively applied for Surgical & Lab items, depending on availability of testing methodology and facilities)

If the sample is found to be substandard, random batch samples will be tested from all the batches/lots in the consignment, and entire expenses on such tests, like value of samples, transport, sampling and testing charges, etc, will be recovered from the supplier.

14. Consignments supplied to MSD violating the storage conditions indicated on product labels and/or product information leaflet (as accepted for product registration at NMRA), shall be considered as quality affected consignments and quality assurance of such consignments shall be carried out by post-delivery testing at government / semi government laboratory in Sri Lanka or at an accredited laboratory (foreign/local). All the expenses on such an event, including storage cost shall be borne by the supplier. If found to be quality affected the consignment will be treated as quality failed (as clause No.11).

15. **Pack size, Labeling & Packaging**

Offers for pack sizes at a lower level(smaller quantity per pack) than the pack size specified in the item description/specification and MSD order List, are also acceptable, but higher level (larger quantity per pack) pack sizes will not be entertained unless otherwise offered with the original bid and accepted by the procurement committee, with the concurrence of MSD.

16. In respect of bulk packs (not applicable for blister/strip packs), ³DHS´ mark shall be ;
(a). embossed or printed in case of tablets
(b). printed in case of capsules

Above condition can be waved off, if the purchase order quantity is less than 100,000 tablets/capsules, with deliveries in one/more lots **or** when an exemption is notified in the special order conditions of the relevant MSD order list (**This clause No. 16 is not applicable for all consumable and Non consumable Surgical and Laboratory Items)**

17. Each; innermost pack, vial/ampoule, pre-filled syringe or bottle, shall bear the item Description, SR No, Batch No/Lot no., Product Reference/Catalogue Nos of Surgical items), Date of Manufacture, Date of Expiry (of consumables only) and ³STATE LOGO´ of Government of Sri Lanka.

It is essential to include and exactly match the dates of Expiry (not applicable for Surgical Non-consumables) & date of Manufacture (in any form as ³Year & Month´ or ³No Exp.´), in the innermost pack and supplier²s invoice.

18. Description of the Item, SR No, Date of Manufacture, Date of Expiry, Batch No, Name and address of manufacturer and ³STATE LOGO´ of Sri Lanka Government shall be clearly marked on the outer covering of the individual/innermost pack containing the minimum unit of measure, including blister & strip cards and on the outer cover of the carton/box.
Any deviations of the Date of Manufacture (DOM)/ Date of Expiry(DOE)declared in the offer shall be approved by MSD and DOM & DOE shall consist of at least the year & month.

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

20. Batch Number of the product shall be separately Barcoded (in Code 128 or 2D formats) and Barcode shall be printed on the labels at all levels of packing as described below, conforming to the industry standards in Barcode printing and pasting.
Format shall be according to Code 128 or 2D standards.
Maximum barcode size shall be 5.0cm (length) x 2.5cm (width).

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

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

Storage Conditions & Temperature

22. If the storage temperature & conditions are not specified in the item specification, NMRA accepted product storage conditions, shall conform to Sri Lankan ambient storage conditions in the ranges of 30^0c +/- 2^0c temperature and 75% +/-5% relative humidity. The product storage conditions shall be clearly indicated at all levels of labels/packages/boxes.

23. Maintenance of Cold Chain;

a. In case of cold storage items, cold chain monitors (temperature recording devices) shall be included for each carton and the cold chain shall be maintained according to the manufacturer²s instructions during storage, transport and delivery.

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

c. If the cold chain break is observed at the time of taking over the consignments by MSD, such consignments shall be rejected, indicating the reason on the relevant **WDN or copy of the delivery documents.** In such an event, the SPC shall arrange necessary cold storage for the consignment until ±observed cold chain break² is investigated leading to acceptance / total rejection of consignment and the expenses born by MSD / SPC in arranging the cold storage shall be recovered from the supplier.

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

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

24. In respect of the products requiring controlled temperature storage (Eg. < 25^0c, 2-25^0c, 15-20^0c/30^0c, 2-8^0c etc.), supplier shall provide MSD with latest product stability study reports with the invoice of the consignment.(report shall include studies; at 30^0c +/- 2^0c & 75% +/- 5% RH for **AC stored** items and at 25^0c +/- 2^0c & 60% +/- 5% RH for **Cold stored** items. It shall be a true copy of the latest report submitted to NMRA or a report issued within last 05 years). (refer clause No.12)

Delivery Requirements

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

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

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

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

(a). A penalty of 0.5% per day of the consignment value, calculated commencing from the 15th day up to 60th day delay from the due delivery date, as per the indent/PO or its² latest amended delivery schedules.

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

28. (i). If any local purchases were to be made by MSD/SPC to ensure continuity of supply (due to noncompliance of Indent/PO/its² amended; delivery schedule); in the ensuing period inclusive of the grace period for delivery from due delivery date, extra expenditure incurred on such local purchases, over the landed cost of relevant SPC main order, shall be recovered from the supplier.

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

29. In respect of local manufacturers/ local suppliers, all deliveries shall be made only on week days excluding public holidays, also allowing adequate time to enable the completion of the receiving process at MSD stores before 3.30 p.m. In the event of failure to meet this deadline due to supplier²s fault (eg. In delivery; time, product, document, etc.) goods shall be accepted on the following working day, such date shall be counted for working out penalties as per No. 27 (regarding defaulted consignment) of the conditions of supply.
As an alternative, supplier can request MSD to take over the consignment on the same day, subject to settling all other expenses (i.e. staff OT, forklift charge, etc.) of MSD, by the supplier.

30. The extension of L/C²s overstepping delivery schedules in the Indent/PO/its² amendments, shall not in any way affect the recovery of late delivery charges, as per Condition No. 27 (regarding defaulted consignments) and any other direct or indirect additional costs/liquidated damages, relating/consequent to extension of L/C.

31. When adequate storage space is not available at MSD, to accept a delivery defaulted consignment (deviating from the delivery schedule in the Indent/PO/its² amendments) under the condition No. 27, any additional expenses caused to MSD or SPC in arranging temporary external storage and other expenses (eg. demurrage, detention, container storage, re-handling cum transport, etc.) shall be borne by the supplier.

Documents & Information

32. MSD Order No, Item Description, SR No, Batch No., Date of Manufacture, Date of Expiry and product Storage Condition, shall be indicated in all Supply Invoices and detailed Packing Lists.

33. One of the tender samples of the selected bid shall be forwarded to MSD, for using as a reference sample (can make it; a part of the last consignment or a returnable to supplier) for checking the conformity of the consignments received under the indent/PO. (applicable for all surgical items and laboratory regular items except when specified in respective order lists).

The product artwork or dimensional detail diagrams, product Catalogues and Catalog No²s, as necessary for the surgical items (**not relevant to pharmaceutical & Laboratory items)** shall be provided with the bid document, for reference in the; tender evaluation by SPC, ascertaining (before awarding) user acceptance of deviations from the spec by MSD and inspecting the consignments delivered to MSD.

The artwork of the; specimen labels, minimum pack and outer most box/shipper carton, that satisfies the above mentioned labeling conditions shall be provided before signing the contract with the performance bond.

34 The supplier shall submit all shipping documents to (Including Bills of Lading / Draft Air Way Bills etc.) SPC Imports department and MSD by e-mail (**follow instructions in website www.msd.gov.lk**), at least 03 days before the Expected Time of Arrival (ETA) of sea freighted consignments & 02 days before the ETA of Air freighted consignments.

35. After releasing the Indent/PO or establishing L/C, the latest logistical position of manufacturing & supply on the Indent/PO, shall be updated biweekly through e-mails to SPC with a copy to MSD by the supplier.(follow instructions in the website www.msd.gov.lk)
If it is not complied or the information so provided are found to be incomplete/false, the grace period (for supply delays) mentioned in the condition No. 27 will not be applicable.

Common conditions

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

37. Administrative surcharge of 25%(on the value of goods), will be applied for tender condition violations that cause deficiencies in supply with respect to; quality, standards & specifications, short packing & short supply or delayed delivery as per the cabinet decision. **(eg. As in conditions No. 08,05,10,13)**

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

(b) Part B-Special Order Conditions (SOC) of Supply

Note: SOCs are used, when it is really necessary to enable, item/order list specific deviations from the GOC clauses that are applicable to all or selected items in the order list concerned and in which case the relevant order list No. and SR No. s, shall be indicated separately against each clause of SOC, with the counter signature of Director (MSD) to make it effective.

(i) -

(ii) -

(iii) -

Sufficient quantity of samples should be forwarded for evaluation.

Special Conditions

- Suppliers should submit all shipping documents including the Bill of lading or Air Way Bill to SPC at least 2-3 days prior to arrival of the consignments to prevent any delay in clearance.

- In the event of an award made to you on this tender, SPC reserve the right to cancel/suspend the procuring of said order in any stage, if you would be placed the defaulted supplier's list due to quality failure found in your previous supplies made to SPC or non compliance of contractual agreement.

- This bid is administered by the provisions of the "Public Contract Act No. 3 of 1987" and therefore, in the event bidder is to retain an agent, representative, nominee for and on behalf of Bid or shall register himself and such public contact act in accordance with the section 10 of the Public Contract Act and produce such valid original certificate of registration with the bid.

- 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.

- Destination Terminal Handling charges (THC) should be borne by the supplier at the Port of Loading. Hence when the C&F prices are quoted this should be inclusive of THC.

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

- In the event of delivery of consignments deviating from given delivery schedule by MSD due to default of supplier and same is rejected due lack of storage space available at MSD warehouses, any resulting demurrage charges incurred shall be borne by the suppliers concerned.

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

BID NO: DHS/SUS/WW/91/24 CLOSING ON : 28.08.2023 at 9.00 a.m.

ORDER LIST NUMBER: 2024/SPC/N/C/S/00256

ITEM NO	SR NO	ITEM	QTY Nos.	DELIVERY	Bid Bond value (LKR)
2	12601601	4 HOLE Locking Compression Bone Plate (LCP), T Plate, right angled, for use with 3.5mm dia. locking head screws, plate profile (approx.) 17.0mm width x 2.0mm thickness, 4 holes shaft x 84mm (approx.) length, made of implant quality stainless steel, unsterile.	970	470-Jan/2024 500-May/2024	48,410.00
3	12601603	5 HOLE Locking Compression Bone Plate (LCP), T Plate, right angled, for use with 3.5mm dia. locking head screws, plate profile (approx.) 17.0mm width x 2.0mm thickness, 5 holes shaft x 100mm (approx.) length, made of implant quality stainless steel, unsterile.	560	560-Jun/2024	27,950.00
4	12601604	6 HOLE Locking Compression Bone Plate (LCP), T Plate, right angled, for use with 3.5mm dia. locking head screws, plate profile (approx.) 17.0mm width x 2.0mm thickness, 6 holes shaft x 110mm (approx.) length, made of implant quality stainless steel, unsterile.	780	380-Jan/2024 400-May/2024	38,950.00
11	12601901	5 HOLE Locking Compression Bone Plate (LCP), Proximal Humerus Plate, for use with 3.5mm dia. locking head screws, 5 holes x 85mm (approx.) length, made of implant quality stainless steel, unsterile.	970	400-Jan/2024 570-May/2024	129,450.00
12	12601902	8 HOLE Locking Compression Bone Plate (LCP), Proximal Humerus Plate, for use with 3.5mm dia. locking head screws, 8 holes x 121mm (approx.) length, made of implant quality stainless steel, unsterile.	770	370-Jan/2024 400-May/2024	102,800.00
15	12602103	3.5mm Diameter LCP Locking Head Screw, self tapping, 3.5mm dia. x 14mm length, made of implant quality stainless steel, unsterile.	2,620	1,000-Jan/2024 1,620-May/2024	N/A
16	12602104	3.5mm Diameter LCP Locking Head Screw, self tapping, 3.5mm dia. x 16mm length, made of implant quality stainless steel, unsterile.	7,350	4,000-Jan/2024 3,350-May/2024	42,700.00

17	12602105	3.5mm Diameter LCP Locking Head Screw, self tapping, 3.5mm dia. x 18mm length, made of implant quality stainless steel, unsterile.	7,350	4,000- Jan/2024 3,350- May/2024	42,700.00
18	12602106	3.5mm Diameter LCP Locking Head Screw, self tapping, 3.5mm dia. x 20mm length, made of implant quality stainless steel, unsterile.	4,950	2,000- Jan/2024 2,950- May/2024	28,750.00
20	12602108	3.5mm Diameter LCP Locking Head Screw, self tapping, 3.5mm dia. x 24mm length, made of implant quality stainless steel, unsterile.	1,250	1,250- Jun/2024	N/A

Packing: 1 Nos.

All tenderers should furnish an unconditional Bid Bond encashable on demand to the value mentioned in the item list. Bid Bond should be submitted with valid up to 25.03.2024 together with the tender

1. Page 9 Condition No. 19.b

Registrar of public contracts

This clause should be amended as awards over Sri Lanka rupees Five Million instead of (LKR) Ten Million.

1. Page 10 Condition No. 20. a
   Representative samples in respect of items offered should be submitted to reach SPC on or before the closing time on the closing date of tender and acknowledgement receipt to be obtained from Administration Department of SPC.

Contract:
The successful supplier should agree to enter into a contract/Agreement is applicable normally for awards which are over LKR 500,000.00 instead of 10.0 Million.

Bidding Document Fee- As per the guideline 6.1.1 (a) of the Government Procurement Guidelines 2006.

A non refundable fee of Rs. 12,500.00 + taxes should be paid in cash to SPC for each set of Tender Documents

Amendments of Bidding Document for Procurement of Surgical/Lab items

(1) **Clause 8**

(a) Bid Bonds to be submitted for each item (SR Number) when estimated value of each item exceeds LKR 01 Million.

(b) Value and validity applicable for the submission of Bid Bond for each item should be as indicated therein.

08.2 The Bid Bond should be valid for at least 30 days beyond the validity of the Bid.

(c) To be deleted.

(2) **Clause 12**

Amend as **REIMBURSEMENT**

12.1 Corporation reserves 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 labeling.

(3) **Clause 16.6**

Any request for a price increment due to LKR depreciating against foreign currency will not be accepted and such bid will be rejected at the preliminary stage of bid evaluation.

(4) **Clause 28.0**

Evaluation will be done as per Bid Form (Annex – II B) and Bid Evaluation Summary Sheet. (Annex – II C, to be submitted along with the Bid and a soft copy as per instruction given in www.spc.lk Web Site)

(5) 2nd column of Annex II B amend as "FULL DESCRIPTION OF ITEM OFFERED THE STANDARD & STORAGE CONDITION"

(6) Annex – 1 to be amend as follows.

SPECIMEN OF ANNEX – 1

ANNEX – 1

BID NO/ BID REFERENCE :
(TENDER NO)

DATE OF ISSUE :

CLOSING DATE & TIME :
(SRI LANKAN TIME)

ORDER LIST NO :

SR No	Item Description/ Specifications	Quantity	Delivery Schedule

Amount of Bid Bond : LKR …….. or USD …….. to be submitted along with the Bid Bond valid till …… (date)

Bid validity period : Bid should be valid till …….. (date)

Bid Document Fee : ……
(should be paid in cash to SPC for each set of Bid Documents)

MSD CONDITIONS OF SUPPLY

1.
2.

Abbreviations : SPC ; State Pharmaceuticals Corporation, MSD; Medical Supplies Division

Annex VI

SPECIMEN OF CONTRACT FORM (IB)

STATE PHARMACEUTICALS CORPORATION OF SRI LANKA

(Established under the State Industrial Corporation Act, No. 49 of *1957)*
"Mehewara Piyasa", 16th Floor, No. 41, Kirula Road, Colombo 05,Sri Lanka.
Telephone (00)94-1-326227 or 2391538 Fax: (00)94-11-2446204
E-mail: dgmcomm@spc.lk or managerimp2spc.lk

DEMOCRATIC SOCIALISTREPUBLIC OF SRI LANKA
AGREEMENT

SPC Ref. No Date :
Bid Ref.

This **AGREEMENT** made and entered into between the State Pharmaceuticals Corporation of Sri Lanka, a Corporation established under the State Industrial Corporation Act. No. 49 of 1957 and having its Head Office at "Mehewara Piyasa", 16th Floor, No. 41, Kirula Road, Colombo 05, 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 **FIRST PART**

AND

M/s ………..
…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 **SECOND PART.**

AND

M/s ………..
…business under the time, style and firm of a company duly registered and carrying business (hereinafter called "the Local Agent" 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 **THIRD PART.**

Whereas the State Pharmaceuticals Corporation has accepted the bid of M/s ……………… ……………………………………………………………………………… for the supply and delivery of………………………………………………………… as per the attached indent for ……………… marked SPC ……………………………………. Dated ……………………………………. and M/s ……………………………………………………………… will act as local agent of the supplier for all matters arising out of supplies here of.

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. The following documents: -

   (a) Conditions of Contract marked – Annex 1
   (b) Bid Documents marked – Annex 2
   (c) Copy of Indent marked – Annex 3

(hereinafter called ñthe Contract Documentsò) showing and describing the nature and scope of the agreement duly signed by three parties shall be deemed to form and be read and construed as part and partial 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, and the local agent will be responsible for all the matters regarding the supplies which do not confirm to required standard..

The supplier shall be paid for such supply and delivery of the goods according to the Indent marked and in the manner and at the times hereinafter specified.

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

In witness whereof the State Pharmaceuticals Corporation has caused its Common Seal to be affixed and é é é é é é é é é and é é é é é é é é é é . of State Pharmaceuticals Corporation have set their hands and Supplier and the Local Agent has placed its hand/caused its Common Seal to be affixed hereunto and to two other of the same tenor on this é é é é é .20é

The Common Seal of M/s (supplier)é é é é é é é é é é é é é é é é é é ... herein.

1. ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ..

President/Managing Director/C.E.O.

2. ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ..

Director

Witnesses

Signature	Name, Address and ID No./Passport No.
1. é é é é é é é é é é é .	é é é é é é é é é é é é é é é ..
2. é é é é é é é é é é é .	é é é é é é é é é é é é é é é é

The Common Seal of M/s. é é é é é é é é é é é é é é é (Local Agent) herein.

é é é é é é é é é é é é é é é .
President/Managing Director/C.E.O.

é é é é é é é é é é é é é é é .
Director

Witnesses

Signature	Name, Address and ID No./Passport No.
1. é é é é é é é é é é é .	é é é é é é é é é é é é é é é ..
2. é é é é é é é é é é é .	é é é é é é é é é é é é é é é é

CONDITIONS OF CONTRACT

3.FREE REPLACEMENT /REIMBURSEMENT

3.1 SPC reserves the right to call for Free Replacement/Reimbursement in the event of

3.1.1 Short packing
3.1.2 Loss/damage or deterioration of goods supplied (within shelf-life if applicable)
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/or quality standards to the satisfaction of Medical Supplies Division of Sri Lanka/ State Pharmaceuticals Corporation of Sri Lanka.

3.2 In the event of a quality problem, Batch samples would be tested by SPC its authorized personnel at the NMQAL or SPC Quality Assurance Laboratory or any other Quality Assurance Laboratory nominated by SPC or itôs fitness for use will be determined by and expert Committee appointed by the relevant authority.

3.3 **Withdrawal from use of Item due to quality failure.**

a) In case of batch withdrawal due to quality failure, the supplier/ manufacturer shall reimburse the value of entire batch quantity supplied.
b) In case of product withdrawal due to quality failure, the supplier/ manufacturer shall reimburse the value of entire product quantity supplied.
c) In the event of either a) or b) above the supplier/ manufacturer shall be surcharged additional 25% of the total value concerned as administrative cost.

Samples from the available batches will be retained by 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 and the Local Agent agreed to reimburse the SPC the landed cost and an additional 25% surcharge of the total quantity supplied.

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 7 working days of receipt of same in writing. Parties however shall endeavours 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 parties at the respective addresses at the beginning hereof written.

The common seal of State Pharmaceuticals Corporation of Sri Lanka was affixed)

hereto é)
é .)
é .)
é .)

Authorized signatory

Authorized signatory

Witnesses

Signature	Name, Address and ID No
1……..	**……**
2……	**……**

RD/ns

ANNEX – 1

BID NO. : DHS/SUS/WW/92/24
DATE OF ISSUE : 18TH JULY 2023
CLOSING DATE & TIME : 01ST SEPTEMBER 2023 AT 09.00 HOURS SRI LANKA TIME

Special Conditions for tendering :

1. Offers should be accompanied with the valid registration certificate issued by the National Medicine Regulatory Authority in Sri Lanka
2. Offered item should bear both our SR number and the Item number. However at the bid opening only the item numbers will be read out. Therefore price quoted should be shown against each item number.
3. If the shipment is being effected on FCL basis both FOB and Freight charges should be quoted separately against each item in addition to quoted C & F price.
4. The volume of the total quantity of each item should be given in cubic meters (m^3)
5. **Foreign offers should be on C & F (CPT/CFR) Colombo basis. FOB offers are not acceptable. If offers are received on Import & Supply basis from local suppliers, those offers should be in LKR. All local suppliers/manufacturers should quote in LKR for the total delivery price to MSD stores.**
6. **Fax/E-mail offers directly sent to State Pharmaceuticals Corporation are not acceptable. Tenderers are requested to draw their attention to the clause "Submission of Bids" of the bid document in this regard.**
7. 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.
8. The original payment receipt has to be annexed to the offer. Offers without same will be rejected.
9. We reserve the right to reject offers which do not comply above.
10. The offer should be valid up to 28.02.2024

CONDITIONS FOR SUPPLY OF SURGICAL ITEMS

(a) Part A-General Order Conditions (GOC) of Supply

1. The consignments supplied in respect of an order concerned, shall exactly match with the reference sample submitted and the product information (item descriptions, shelf life/warranty where applicable, manufacturer²s name, country of manufacture, country of origin, etc.) provided in the bid document by the supplier, which has been accepted by the procurement committee, and included in the Indent / Purchase Order (PO), issued by SPC.

2. All items shall be supplied, sourcing from the manufacturer and country of manufacturer, stated in the Purchase Order (PO)/Indent of SPC and wherever applicable shall have a valid product registration from NMRA.

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

When the validity of the product/manufacturing licenses and registrations of NMRA (eg; manufacturing license, product registration and GMP certificates), of local manufacturers / local suppliers, lapses during the year or during the period of supply (delivery schedule), it shall be extended / renewed by the supplier.

A certified copies of afore mentioned valid certificates shall be submitted to MSD by the supplier when deliveries are made.

4. The number of batches per consignment shall be minimal. Batch quantity shall be an equal multiple of the quantity of the consignment and the proportionate size of the batch quantity shall be not less than 15% of the quantity in the consignment.

5. If MSD decides to accept consignment, with deviations from certain tender conditions (eg: with regard to labeling/packaging or any other rectifiable defect at the time of receipt in Sri Lanka due to an urgency, that shall be done subject to, either rectifying the defect within 05 working days by the supplier, or recovering the total cost [a] of rectifying the defect by MSD (via a duly contracted third party providing such services), from the supplier with a 25% administrative charge on the labeling cost. (total charge = [a]+[a]x0.25) or 2% of the invoiced value, whichever is the highest.

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

6. The specifications of the product offered by the suppliers in the tender, shall match with the tender specifications for the item and **any form of alternate offers for the same, will not be entertained,** when there are product/s offered in compliance with the tender specification.

Shelf life & Warrantees

7. In respect of Non consumables; laboratory items and surgical items: Manufacturer or supplier or local agent shall provide a warranty for a period, not less than as specified in the specification of the item and /or it²s sub components/articles supplied (eg: Special Instrument sets), unless otherwise agreed upon prior to awarding the tender.

The supplier²s invoice shall indicate, the validity period of the warrantee from the date of receiving goods at MSD and a warrantee card with all details, including the local contact details of warrantee services provider, shall also be inserted in each individual pack.

Foreign suppliers of all such items shall have their own local agent in Sri Lanka, capable of providing technical support, repair and spares, when necessary (**This clause No. 07 is not applicable for all Pharmaceuticals and all Consumable Surgical & Laboratory items)**

8. Freshly manufactured stocks of the product shall be supplied; thereby the residual Shelf Life (shelf life remaining at the time of delivery of goods in Sri Lanka/MSD stores/Sri Lanka) of the product, shall be 85% of the product shelf life specified in Indent/PO or as certified in the product registration certificate or indicated in any other way by NMRA)

(a) When the shelf life is not specified in the indent/PO/item spec; the requested shelf life shall be considered as, 36 months for surgical items. (Shelf life of not applicable for surgical non-consumables) and 24 months for Pharma/Laboratory items. The Difference of the residual and requested product shelf life shall not exceed 1/6th (one sixth) of the original product shelf life.

(b) In the violation of the above tender condition, Director/MSD reserves the right to accept a reduced quantity, that is usable (as per the actual consumption rate) up to three months before the expiry of same and will subject to application of a penalty (as clause No. 37 and footnote 01)

Standards & Quality

9. Standards; In respect of all Pharmaceutical products supplied, shall comply Pharmacopoeia Standards that are indicated in the item specifications, other Pharmacopoeia Standards accepted in the product registration by the National Medicines Regulatory Authority.

10. As per the product registration dossier approved by NMRA, the product information leaflet (PIL) for the Pharmaceuticals items and the user manual/instruction pamphlet for surgical items. With information to users regarding the; storage conditions, maintenance, and other product compatibilities, shall be provided with the product, for acceptance of goods by MSD.

Any product deficient of or incompatible with, its sub-components/accessories, not at the specified quality standards or all its components not unitized appropriately in packaging (as a set) shall be rejected.

11. Withdrawal from use of items due to quality failure found as manufacturer²s/Supplier²s fault:

(a). In case of batch withdrawal, **value of entire batch quantity supplied** shall be recovered from the supplier.

(b).In case of product withdrawal, **value of entire product quantity** supplied shall be recovered from the supplier.

(c). In the event of either a) or b) above, supplier shall be charged the total **cost involved for MSD, of the quality failed supplies** with 25% administrative charge of the same**.**

12. The storage conditions and the packing requirements of the product shall conform to the information given by the manufacturer and accepted by NMRA for the product registration or shall conform to the information submitted for waiver of registration granted by NMRA in exceptional circumstances.(refer clause No.24)

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

13. Immediately after delivery at MSD, the consignments shall be subjected to testing appropriately drawn, one random batch sample (Post-delivery sample) of the consignment at a government/semi-government/accredited laboratory (to be selectively applied for Surgical & Lab items, depending on availability of testing methodology and facilities)

If the sample is found to be substandard, random batch samples will be tested from all the batches/lots in the consignment, and entire expenses on such tests, like value of samples, transport, sampling and testing charges, etc, will be recovered from the supplier.

14. Consignments supplied to MSD violating the storage conditions indicated on product labels and/or product information leaflet (as accepted for product registration at NMRA), shall be considered as quality affected consignments and quality assurance of such consignments shall be carried out by post-delivery testing at government / semi government laboratory in Sri Lanka or at an accredited laboratory (foreign/local). All the expenses on such an event, including storage cost shall be borne by the supplier. If found to be quality affected the consignment will be treated as quality failed (as clause No.11).

15. **Pack size, Labeling & Packaging**

Offers for pack sizes at a lower level(smaller quantity per pack) than the pack size specified in the item description/specification and MSD order List, are also acceptable, but higher level (larger quantity per pack) pack sizes will not be entertained unless otherwise offered with the original bid and accepted by the procurement committee, with the concurrence of MSD.

16. In respect of bulk packs (not applicable for blister/strip packs), ³DHS´ mark shall be ;
(a). embossed or printed in case of tablets
(b). printed in case of capsules

Above condition can be waved off, if the purchase order quantity is less than 100,000 tablets/capsules, with deliveries in one/more lots **or** when an exemption is notified in the special order conditions of the relevant MSD order list (**This clause No. 16 is not applicable for all consumable and Non consumable Surgical and Laboratory Items)**

17. Each; innermost pack, vial/ampoule, pre-filled syringe or bottle, shall bear the item Description, SR No, Batch No/Lot no., Product Reference/Catalogue Nos of Surgical items), Date of Manufacture, Date of Expiry (of consumables only) and ³STATE LOGO´ of Government of Sri Lanka.

It is essential to include and exactly match the dates of Expiry (not applicable for Surgical Non-consumables) & date of Manufacture (in any form as ³Year & Month´ or ³No Exp.´), in the innermost pack and supplier²s invoice.

18. Description of the Item, SR No, Date of Manufacture, Date of Expiry, Batch No, Name and address of manufacturer and ³STATE LOGO´ of Sri Lanka Government shall be clearly marked on the outer covering of the individual/innermost pack containing the minimum unit of measure, including blister & strip cards and on the outer cover of the carton/box.
Any deviations of the Date of Manufacture (DOM)/ Date of Expiry(DOE)declared in the offer shall be approved by MSD and DOM & DOE shall consist of at least the year & month.

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

20. Batch Number of the product shall be separately Barcoded (in Code 128 or 2D formats) and Barcode shall be printed on the labels at all levels of packing as described below, conforming to the industry standards in Barcode printing and pasting.
Format shall be according to Code 128 or 2D standards.
Maximum barcode size shall be 5.0cm (length) x 2.5cm (width).

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

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

Storage Conditions & Temperature

22. If the storage temperature & conditions are not specified in the item specification, NMRA accepted product storage conditions, shall conform to Sri Lankan ambient storage conditions in the ranges of 30^0c +/- 2^0c temperature and 75% +/-5% relative humidity. The product storage conditions shall be clearly indicated at all levels of labels/packages/boxes.

23. Maintenance of Cold Chain;

a. In case of cold storage items, cold chain monitors (temperature recording devices) shall be included for each carton and the cold chain shall be maintained according to the manufacturer²s instructions during storage, transport and delivery.

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

c. If the cold chain break is observed at the time of taking over the consignments by MSD, such consignments shall be rejected, indicating the reason on the relevant **WDN or copy of the delivery documents.** In such an event, the SPC shall arrange necessary cold storage for the consignment until ±observed cold chain break² is investigated leading to acceptance / total rejection of consignment and the expenses born by MSD / SPC in arranging the cold storage shall be recovered from the supplier.

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

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

24. In respect of the products requiring controlled temperature storage (Eg. < 25^0c, 2-25^0c, 15-20^0c/30^0c, 2-8^0c etc.), supplier shall provide MSD with latest product stability study reports with the invoice of the consignment.(report shall include studies; at 30^0c +/- 2^0c & 75% +/- 5% RH for **AC stored** items and at 25^0c +/- 2^0c & 60% +/- 5% RH for **Cold stored** items. It shall be a true copy of the latest report submitted to NMRA or a report issued within last 05 years). (refer clause No.12)

Delivery Requirements

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

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

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

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

(a). A penalty of 0.5% per day of the consignment value, calculated commencing from the 15th day up to 60th day delay from the due delivery date, as per the indent/PO or its² latest amended delivery schedules.

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

28. (i). If any local purchases were to be made by MSD/SPC to ensure continuity of supply (due to noncompliance of Indent/PO/its² amended; delivery schedule); in the ensuing period inclusive of the grace period for delivery from due delivery date, extra expenditure incurred on such local purchases, over the landed cost of relevant SPC main order, shall be recovered from the supplier.

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

29. In respect of local manufacturers/ local suppliers, all deliveries shall be made only on week days excluding public holidays, also allowing adequate time to enable the completion of the receiving process at MSD stores before 3.30 p.m. In the event of failure to meet this deadline due to supplier²s fault (eg. In delivery; time, product, document, etc.) goods shall be accepted on the following working day, such date shall be counted for working out penalties as per No. 27 (regarding defaulted consignment) of the conditions of supply.
As an alternative, supplier can request MSD to take over the consignment on the same day, subject to settling all other expenses (i.e. staff OT, forklift charge, etc.) of MSD, by the supplier.

30. The extension of L/C²s overstepping delivery schedules in the Indent/PO/its² amendments, shall not in any way affect the recovery of late delivery charges, as per Condition No. 27 (regarding defaulted consignments) and any other direct or indirect additional costs/liquidated damages, relating/consequent to extension of L/C.

31. When adequate storage space is not available at MSD, to accept a delivery defaulted consignment (deviating from the delivery schedule in the Indent/PO/its² amendments) under the condition No. 27, any additional expenses caused to MSD or SPC in arranging temporary external storage and other expenses (eg. demurrage, detention, container storage, re-handling cum transport, etc.) shall be borne by the supplier.

Documents & Information

32. MSD Order No, Item Description, SR No, Batch No., Date of Manufacture, Date of Expiry and product Storage Condition, shall be indicated in all Supply Invoices and detailed Packing Lists.

33. One of the tender samples of the selected bid shall be forwarded to MSD, for using as a reference sample (can make it; a part of the last consignment or a returnable to supplier) for checking the conformity of the consignments received under the indent/PO. (applicable for all surgical items and laboratory regular items except when specified in respective order lists).

The product artwork or dimensional detail diagrams, product Catalogues and Catalog No²s, as necessary for the surgical items (**not relevant to pharmaceutical & Laboratory items)** shall be provided with the bid document, for reference in the; tender evaluation by SPC, ascertaining (before awarding) user acceptance of deviations from the spec by MSD and inspecting the consignments delivered to MSD.

The artwork of the; specimen labels, minimum pack and outer most box/shipper carton, that satisfies the above mentioned labeling conditions shall be provided before signing the contract with the performance bond.

34 The supplier shall submit all shipping documents to (Including Bills of Lading / Draft Air Way Bills etc.) SPC Imports department and MSD by e-mail (**follow instructions in website www.msd.gov.lk**), at least 03 days before the Expected Time of Arrival (ETA) of sea freighted consignments & 02 days before the ETA of Air freighted consignments.

35. After releasing the Indent/PO or establishing L/C, the latest logistical position of manufacturing & supply on the Indent/PO, shall be updated biweekly through e-mails to SPC with a copy to MSD by the supplier.(follow instructions in the website www.msd.gov.lk)
If it is not complied or the information so provided are found to be incomplete/false, the grace period (for supply delays) mentioned in the condition No. 27 will not be applicable.

Common conditions

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

37. Administrative surcharge of 25%(on the value of goods), will be applied for tender condition violations that cause deficiencies in supply with respect to; quality, standards & specifications, short packing & short supply or delayed delivery as per the cabinet decision. **(eg. As in conditions No. 08,05,10,13)**

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

(b) Part B-Special Order Conditions (SOC) of Supply

Note: SOCs are used, when it is really necessary to enable, item/order list specific deviations from the GOC clauses that are applicable to all or selected items in the order list concerned and in which case the relevant order list No. and SR No. s, shall be indicated separately against each clause of SOC, with the counter signature of Director (MSD) to make it effective.

(i) -

(ii) -

(iii) -

Sufficient quantity of samples should be forwarded for evaluation.

Special Conditions

- Suppliers should submit all shipping documents including the Bill of lading or Air Way Bill to SPC at least 2-3 days prior to arrival of the consignments to prevent any delay in clearance.

- In the event of an award made to you on this tender, SPC reserve the right to cancel/suspend the procuring of said order in any stage, if you would be placed the defaulted supplier's list due to quality failure found in your previous supplies made to SPC or non compliance of contractual agreement.

- This bid is administered by the provisions of the "Public Contract Act No. 3 of 1987" and therefore, in the event bidder is to retain an agent, representative, nominee for and on behalf of Bid or shall register himself and such public contact act in accordance with the section 10 of the Public Contract Act and produce such valid original certificate of registration with the bid.

- 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.

- Destination Terminal Handling charges (THC) should be borne by the supplier at the Port of Loading. Hence when the C&F prices are quoted this should be inclusive of THC.

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

- In the event of delivery of consignments deviating from given delivery schedule by MSD due to default of supplier and same is rejected due lack of storage space available at MSD warehouses, any resulting demurrage charges incurred shall be borne by the suppliers concerned.

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

BID NO: DHS/SUS/WW/92/24 CLOSING ON : 01.09.2023 at 9.00 a.m.

ORDER LIST NUMBER: 2024/SPC/N/C/S/00144

ITEM NO	SR NO	ITEM	QTY Nos.	DELIVERY	Bid Bond value (LKR)
1	13501612	Drug Eluting Coronary Stent,3.0 mm diameter,22-23mm length,sterile.	230	130-Jan/2024 100-May/2024	196,370.00
2	13501702	Drug Eluting Coronary Stent,3.5 mm diameter,16-18mm length,sterile.	120	120-Jan/2024	91,800.00
3	13501704	Drug Eluting Coronary Stent, 3.5 mm diameter,22-23mm length,sterile.	170	60-Jan/2024 60-May/2024 50-Aug/2024	106,100.00
5	13501706	Drug Eluting Coronary Stent,3.5 mm diameter,26-27mm length,sterile.	300	75-Jan/2024 75-Apr/2024 75-Jul/2024 75-Oct/2024	187,500.00
8	13501804	Drug Eluting Coronary Stent, 4.0 mm diameter,19-21mm length,sterile.	60	20-Jan/2024 20-May/2024 20-Sep/2024	44,950.00

Packing: 1 Nos.

All tenderers should furnish an unconditional Bid Bond encashable on demand to the value mentioned in the item list. Bid Bond should be submitted with valid up to 29.03.2024 together with the tender

1. Page 9 Condition No. 19.b

Registrar of public contracts

This clause should be amended as awards over Sri Lanka rupees Five Million instead of (LKR) Ten Million.

1. Page 10 Condition No. 20. a
   Representative samples in respect of items offered should be submitted to reach SPC on or before the closing time on the closing date of tender and acknowledgement receipt to be obtained from Administration Department of SPC.

Contract:
The successful supplier should agree to enter into a contract/Agreement is applicable normally for awards which are over LKR 500,000.00 instead of 10.0 Million.

Bidding Document Fee- As per the guideline 6.1.1 (a) of the Government Procurement Guidelines 2006.

A non refundable fee of Rs. 12,500.00 + taxes should be paid in cash to SPC for each set of Tender Documents

Amendments of Bidding Document for Procurement of Surgical/Lab items

(1) **Clause 8**

(a) Bid Bonds to be submitted for each item (SR Number) when estimated value of each item exceeds LKR 01 Million.

(b) Value and validity applicable for the submission of Bid Bond for each item should be as indicated therein.

08.2 The Bid Bond should be valid for at least 30 days beyond the validity of the Bid.

(c) To be deleted.

(2) **Clause 12**

Amend as **REIMBURSEMENT**

12.1 Corporation reserves 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 labeling.

(3) **Clause 16.6**

Any request for a price increment due to LKR depreciating against foreign currency will not be accepted and such bid will be rejected at the preliminary stage of bid evaluation.

(4) **Clause 28.0**

Evaluation will be done as per Bid Form (Annex – II B) and Bid Evaluation Summary Sheet. (Annex – II C, to be submitted along with the Bid and a soft copy as per instruction given in www.spc.lk Web Site)

(5) 2nd column of Annex II B amend as "FULL DESCRIPTION OF ITEM OFFERED THE STANDARD & STORAGE CONDITION"

(6) Annex – 1 to be amend as follows.

SPECIMEN OF ANNEX – 1

ANNEX – 1

BID NO/ BID REFERENCE :
(TENDER NO)

DATE OF ISSUE :

CLOSING DATE & TIME :
(SRI LANKAN TIME)

ORDER LIST NO :

SR No	Item Description/ Specifications	Quantity	Delivery Schedule

Amount of Bid Bond : LKR …….. or USD …….. to be submitted along with the Bid Bond valid till …… (date)

Bid validity period : Bid should be valid till …….. (date)

Bid Document Fee : ……
(should be paid in cash to SPC for each set of Bid Documents)

MSD CONDITIONS OF SUPPLY

1.
2.

Abbreviations : SPC ; State Pharmaceuticals Corporation, MSD; Medical Supplies Division

Annex VI

SPECIMEN OF CONTRACT FORM (IB)

STATE PHARMACEUTICALS CORPORATION OF SRI LANKA

(Established under the State Industrial Corporation Act, No. 49 of *1957)*
"Mehewara Piyasa", 16th Floor, No. 41, Kirula Road, Colombo 05,Sri Lanka.
Telephone (00)94-1-326227 or 2391538 Fax: (00)94-11-2446204
E-mail: dgmcomm@spc.lk or managerimp2spc.lk

DEMOCRATIC SOCIALISTREPUBLIC OF SRI LANKA
AGREEMENT

SPC Ref. No   Date :
Bid Ref.

This **AGREEMENT** made and entered into between the State Pharmaceuticals Corporation of Sri Lanka, a Corporation established under the State Industrial Corporation Act. No. 49 of 1957 and having its Head Office at "Mehewara Piyasa", 16th Floor, No. 41, Kirula Road, Colombo 05, 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 **FIRST PART**

AND

M/s ……………………………………………………………………………………..
…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 **SECOND PART.**

AND

M/s ……………………………………………………………………………………..
…business under the time, style and firm of a company duly registered and carrying business (hereinafter called "the Local Agent" 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 **THIRD PART.**

Whereas the State Pharmaceuticals Corporation has accepted the bid of M/s ……………… ……………………………………………………………………………… for the supply and delivery of…………………………………………………………… as per the attached indent for ……………… marked SPC ………………………………………. Dated ……………………………………… and M/s ……………………………………………………………… will act as local agent of the supplier for all matters arising out of supplies here of.

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. The following documents: -

   (a) Conditions of Contract marked – Annex 1
   (b) Bid Documents marked – Annex 2
   (c) Copy of Indent marked – Annex 3

(hereinafter called ñthe Contract Documentsò) showing and describing the nature and scope of the agreement duly signed by three parties shall be deemed to form and be read and construed as part and partial 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, and the local agent will be responsible for all the matters regarding the supplies which do not confirm to required standard..

   The supplier shall be paid for such supply and delivery of the goods according to the Indent marked and in the manner and at the times hereinafter specified.

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

   In witness whereof the State Pharmaceuticals Corporation has caused its Common Seal to be affixed and é é é é é é é é é and é é é é é é é é é é . of State Pharmaceuticals Corporation have set their hands and Supplier and the Local Agent has placed its hand/caused its Common Seal to be affixed hereunto and to two other of the same tenor on this é é é é é .20é

   The Common Seal of M/s (supplier)é é é é é é é é é é é é é é é é é é ... herein.

1. ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ..

   President/Managing Director/C.E.O.

2. ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ..

   Director

Witnesses

Signature	Name, Address and ID No./Passport No.
1. é é é é é é é é é é é é .	é é é é é é é é é é é é é é é é ..
2. é é é é é é é é é é é é .	é é é é é é é é é é é é é é é é é

The Common Seal of M/s. é é é é é é é é é é é é é é é (Local Agent) herein.

é é é é é é é é é é é é é é é .
President/Managing Director/C.E.O.

é é é é é é é é é é é é é é é .
Director

Witnesses

Signature	Name, Address and ID No./Passport No.
1. é é é é é é é é é é é é .	é é é é é é é é é é é é é é é ..
2. é é é é é é é é é é é é .	é é é é é é é é é é é é é é é é

CONDITIONS OF CONTRACT

3.FREE REPLACEMENT /REIMBURSEMENT

3.1 SPC reserves the right to call for Free Replacement/Reimbursement in the event of

3.1.1 Short packing
3.1.2 Loss/damage or deterioration of goods supplied (within shelf-life if applicable)
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/or quality standards to the satisfaction of Medical Supplies Division of Sri Lanka/ State Pharmaceuticals Corporation of Sri Lanka.

3.2 In the event of a quality problem, Batch samples would be tested by SPC its authorized personnel at the NMQAL or SPC Quality Assurance Laboratory or any other Quality Assurance Laboratory nominated by SPC or its fitness for use will be determined by and expert Committee appointed by the relevant authority.

3.3 **Withdrawal from use of Item due to quality failure.**

a) In case of batch withdrawal due to quality failure, the supplier/ manufacturer shall reimburse the value of entire batch quantity supplied.
b) In case of product withdrawal due to quality failure, the supplier/ manufacturer shall reimburse the value of entire product quantity supplied.
c) In the event of either a) or b) above the supplier/ manufacturer shall be surcharged additional 25% of the total value concerned as administrative cost.

Samples from the available batches will be retained by 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 and the Local Agent agreed to reimburse the SPC the landed cost and an additional 25% surcharge of the total quantity supplied.

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 7 working days of receipt of same in writing. Parties however shall endeavours 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 parties at the respective addresses at the beginning hereof written.

The common seal of State Pharmaceuticals Corporation of Sri Lanka was affixed)

heretoé)
é .)
é .)
é .)

Authorized signatory

Authorized signatory

<u>Witnesses</u>

Signature Name, Address and ID No

1……………….. ………………………………………………

2………………… ………………………………………………

DP/ns

ANNEX – 1

BID NO. : DHS/SUS/WW/93/24
DATE OF ISSUE : 18TH JULY 2023
CLOSING DATE & TIME : 01ST SEPTEMBER 2023 AT 09.00 HOURS SRI LANKA TIME

Special Conditions for tendering :

1. Offers should be accompanied with the valid registration certificate issued by the National Medicine Regulatory Authority in Sri Lanka
2. Offered item should bear both our SR number and the Item number. However at the bid opening only the item numbers will be read out. Therefore price quoted should be shown against each item number.
3. If the shipment is being effected on FCL basis both FOB and Freight charges should be quoted separately against each item in addition to quoted C & F price.
4. The volume of the total quantity of each item should be given in cubic meters (m^3)
5. **Foreign offers should be on C & F (CPT/CFR) Colombo basis. FOB offers are not acceptable. If offers are received on Import & Supply basis from local suppliers, those offers should be in LKR. All local suppliers/manufacturers should quote in LKR for the total delivery price to MSD stores.**
6. **Fax/E-mail offers directly sent to State Pharmaceuticals Corporation are not acceptable. Tenderers are requested to draw their attention to the clause "Submission of Bids" of the bid document in this regard.**
7. 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.
8. The original payment receipt has to be annexed to the offer. Offers without same will be rejected.
9. We reserve the right to reject offers which do not comply above.
10. The offer should be valid up to 28.02.2024

CONDITIONS FOR SUPPLY OF SURGICAL ITEMS

(a) Part A-General Order Conditions (GOC) of Supply

1. The consignments supplied in respect of an order concerned, shall exactly match with the reference sample submitted and the product information (item descriptions, shelf life/warranty where applicable, manufacturer²s name, country of manufacture, country of origin, etc.) provided in the bid document by the supplier, which has been accepted by the procurement committee, and included in the Indent / Purchase Order (PO), issued by SPC.

2. All items shall be supplied, sourcing from the manufacturer and country of manufacturer, stated in the Purchase Order (PO)/Indent of SPC and wherever applicable shall have a valid product registration from NMRA.

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

When the validity of the product/manufacturing licenses and registrations of NMRA (eg; manufacturing license, product registration and GMP certificates), of local manufacturers / local suppliers, lapses during the year or during the period of supply (delivery schedule), it shall be extended / renewed by the supplier.

A certified copies of afore mentioned valid certificates shall be submitted to MSD by the supplier when deliveries are made.

4. The number of batches per consignment shall be minimal. Batch quantity shall be an equal multiple of the quantity of the consignment and the proportionate size of the batch quantity shall be not less than 15% of the quantity in the consignment.

5. If MSD decides to accept consignment, with deviations from certain tender conditions (eg: with regard to labeling/packaging or any other rectifiable defect at the time of receipt in Sri Lanka due to an urgency, that shall be done subject to, either rectifying the defect within 05 working days by the supplier, or recovering the total cost [a] of rectifying the defect by MSD (via a duly contracted third party providing such services), from the supplier with a 25% administrative charge on the labeling cost. (total charge = [a]+[a]x0.25) or 2% of the invoiced value, whichever is the highest.

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

6. The specifications of the product offered by the suppliers in the tender, shall match with the tender specifications for the item and **any form of alternate offers for the same, will not be entertained,** when there are product/s offered in compliance with the tender specification.

Shelf life & Warrantees

7. In respect of Non consumables; laboratory items and surgical items: Manufacturer or supplier or local agent shall provide a warranty for a period, not less than as specified in the specification of the item and /or it²s sub components/articles supplied (eg: Special Instrument sets), unless otherwise agreed upon prior to awarding the tender.

The supplier²s invoice shall indicate, the validity period of the warrantee from the date of receiving goods at MSD and a warrantee card with all details, including the local contact details of warrantee services provider, shall also be inserted in each individual pack.

Foreign suppliers of all such items shall have their own local agent in Sri Lanka, capable of providing technical support, repair and spares, when necessary (**This clause No. 07 is not applicable for all Pharmaceuticals and all Consumable Surgical & Laboratory items)**

8. Freshly manufactured stocks of the product shall be supplied; thereby the residual Shelf Life (shelf life remaining at the time of delivery of goods in Sri Lanka/MSD stores/Sri Lanka) of the product, shall be 85% of the product shelf life specified in Indent/PO or as certified in the product registration certificate or indicated in any other way by NMRA)

(a) When the shelf life is not specified in the indent/PO/item spec; the requested shelf life shall be considered as, 36 months for surgical items. (Shelf life of not applicable for surgical non-consumables) and 24 months for Pharma/Laboratory items. The Difference of the residual and requested product shelf life shall not exceed 1/6th (one sixth) of the original product shelf life.

(b) In the violation of the above tender condition, Director/MSD reserves the right to accept a reduced quantity, that is usable (as per the actual consumption rate) up to three months before the expiry of same and will subject to application of a penalty (as clause No. 37 and footnote 01)

Standards & Quality

9. Standards; In respect of all Pharmaceutical products supplied, shall comply Pharmacopoeia Standards that are indicated in the item specifications, other Pharmacopoeia Standards accepted in the product registration by the National Medicines Regulatory Authority.

10. As per the product registration dossier approved by NMRA, the product information leaflet (PIL) for the Pharmaceuticals items and the user manual/instruction pamphlet for surgical items. With information to users regarding the; storage conditions, maintenance, and other product compatibilities, shall be provided with the product, for acceptance of goods by MSD.

Any product deficient of or incompatible with, its sub-components/accessories, not at the specified quality standards or all its components not unitized appropriately in packaging (as a set) shall be rejected.

11. Withdrawal from use of items due to quality failure found as manufacturer²s/Supplier²s fault:

(a). In case of batch withdrawal, **value of entire batch quantity supplied** shall be recovered from the supplier.

(b).In case of product withdrawal, **value of entire product quantity** supplied shall be recovered from the supplier.

(c). In the event of either a) or b) above, supplier shall be charged the total **cost involved for MSD, of the quality failed supplies** with 25% administrative charge of the same**.**

12. The storage conditions and the packing requirements of the product shall conform to the information given by the manufacturer and accepted by NMRA for the product registration or shall conform to the information submitted for waiver of registration granted by NMRA in exceptional circumstances.(refer clause No.24)

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

13. Immediately after delivery at MSD, the consignments shall be subjected to testing appropriately drawn, one random batch sample (Post-delivery sample) of the consignment at a government/semi-government/accredited laboratory (to be selectively applied for Surgical & Lab items, depending on availability of testing methodology and facilities)

If the sample is found to be substandard, random batch samples will be tested from all the batches/lots in the consignment, and entire expenses on such tests, like value of samples, transport, sampling and testing charges, etc, will be recovered from the supplier.

14. Consignments supplied to MSD violating the storage conditions indicated on product labels and/or product information leaflet (as accepted for product registration at NMRA), shall be considered as quality affected consignments and quality assurance of such consignments shall be carried out by post-delivery testing at government / semi government laboratory in Sri Lanka or at an accredited laboratory (foreign/local). All the expenses on such an event, including storage cost shall be borne by the supplier. If found to be quality affected the consignment will be treated as quality failed (as clause No.11).

15. **Pack size, Labeling & Packaging**

Offers for pack sizes at a lower level(smaller quantity per pack) than the pack size specified in the item description/specification and MSD order List, are also acceptable, but higher level (larger quantity per pack) pack sizes will not be entertained unless otherwise offered with the original bid and accepted by the procurement committee, with the concurrence of MSD.

16. In respect of bulk packs (not applicable for blister/strip packs), ³DHS´ mark shall be ;
(a). embossed or printed in case of tablets
(b). printed in case of capsules

Above condition can be waved off, if the purchase order quantity is less than 100,000 tablets/capsules, with deliveries in one/more lots **or** when an exemption is notified in the special order conditions of the relevant MSD order list (**This clause No. 16 is not applicable for all consumable and Non consumable Surgical and Laboratory Items)**

17. Each; innermost pack, vial/ampoule, pre-filled syringe or bottle, shall bear the item Description, SR No, Batch No/Lot no., Product Reference/Catalogue Nos of Surgical items), Date of Manufacture, Date of Expiry (of consumables only) and ³STATE LOGO´ of Government of Sri Lanka.

It is essential to include and exactly match the dates of Expiry (not applicable for Surgical Non-consumables) & date of Manufacture (in any form as ³Year & Month´ or ³No Exp.´), in the innermost pack and supplier²s invoice.

18. Description of the Item, SR No, Date of Manufacture, Date of Expiry, Batch No, Name and address of manufacturer and ³STATE LOGO´ of Sri Lanka Government shall be clearly marked on the outer covering of the individual/innermost pack containing the minimum unit of measure, including blister & strip cards and on the outer cover of the carton/box.
Any deviations of the Date of Manufacture (DOM)/ Date of Expiry(DOE)declared in the offer shall be approved by MSD and DOM & DOE shall consist of at least the year & month.

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

20. Batch Number of the product shall be separately Barcoded (in Code 128 or 2D formats) and Barcode shall be printed on the labels at all levels of packing as described below, conforming to the industry standards in Barcode printing and pasting.
Format shall be according to Code 128 or 2D standards.
Maximum barcode size shall be 5.0cm (length) x 2.5cm (width).

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

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

Storage Conditions & Temperature

22. If the storage temperature & conditions are not specified in the item specification, NMRA accepted product storage conditions, shall conform to Sri Lankan ambient storage conditions in the ranges of 30^0c +/- 2^0c temperature and 75% +/-5% relative humidity. The product storage conditions shall be clearly indicated at all levels of labels/packages/boxes.

23. Maintenance of Cold Chain;

a. In case of cold storage items, cold chain monitors (temperature recording devices) shall be included for each carton and the cold chain shall be maintained according to the manufacturer²s instructions during storage, transport and delivery.

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

c. If the cold chain break is observed at the time of taking over the consignments by MSD, such consignments shall be rejected, indicating the reason on the relevant **WDN or copy of the delivery documents.** In such an event, the SPC shall arrange necessary cold storage for the consignment until ±observed cold chain break² is investigated leading to acceptance / total rejection of consignment and the expenses born by MSD / SPC in arranging the cold storage shall be recovered from the supplier.

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

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

24. In respect of the products requiring controlled temperature storage (Eg. < 25^0c, 2-25^0c, 15-20^0c/30^0c, 2-8^0c etc.), supplier shall provide MSD with latest product stability study reports with the invoice of the consignment.(report shall include studies; at 30^0c +/- 2^0c & 75% +/- 5% RH for **AC stored** items and at 25^0c +/- 2^0c & 60% +/- 5% RH for **Cold stored** items. It shall be a true copy of the latest report submitted to NMRA or a report issued within last 05 years). (refer clause No.12)

Delivery Requirements

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

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

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

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

(a). A penalty of 0.5% per day of the consignment value, calculated commencing from the 15th day up to 60th day delay from the due delivery date, as per the indent/PO or its² latest amended delivery schedules.

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

28. (i). If any local purchases were to be made by MSD/SPC to ensure continuity of supply (due to noncompliance of Indent/PO/its² amended; delivery schedule); in the ensuing period inclusive of the grace period for delivery from due delivery date, extra expenditure incurred on such local purchases, over the landed cost of relevant SPC main order, shall be recovered from the supplier.

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

29. In respect of local manufacturers/ local suppliers, all deliveries shall be made only on week days excluding public holidays, also allowing adequate time to enable the completion of the receiving process at MSD stores before 3.30 p.m. In the event of failure to meet this deadline due to supplier²s fault (eg. In delivery; time, product, document, etc.) goods shall be accepted on the following working day, such date shall be counted for working out penalties as per No. 27 (regarding defaulted consignment) of the conditions of supply.
As an alternative, supplier can request MSD to take over the consignment on the same day, subject to settling all other expenses (i.e. staff OT, forklift charge, etc.) of MSD, by the supplier.

30. The extension of L/C²s overstepping delivery schedules in the Indent/PO/its² amendments, shall not in any way affect the recovery of late delivery charges, as per Condition No. 27 (regarding defaulted consignments) and any other direct or indirect additional costs/liquidated damages, relating/consequent to extension of L/C.

31. When adequate storage space is not available at MSD, to accept a delivery defaulted consignment (deviating from the delivery schedule in the Indent/PO/its² amendments) under the condition No. 27, any additional expenses caused to MSD or SPC in arranging temporary external storage and other expenses (eg. demurrage, detention, container storage, re-handling cum transport, etc.) shall be borne by the supplier.

Documents & Information

32. MSD Order No, Item Description, SR No, Batch No., Date of Manufacture, Date of Expiry and product Storage Condition, shall be indicated in all Supply Invoices and detailed Packing Lists.

33. One of the tender samples of the selected bid shall be forwarded to MSD, for using as a reference sample (can make it; a part of the last consignment or a returnable to supplier) for checking the conformity of the consignments received under the indent/PO. (applicable for all surgical items and laboratory regular items except when specified in respective order lists).

The product artwork or dimensional detail diagrams, product Catalogues and Catalog No²s, as necessary for the surgical items (**not relevant to pharmaceutical & Laboratory items)** shall be provided with the bid document, for reference in the; tender evaluation by SPC, ascertaining (before awarding) user acceptance of deviations from the spec by MSD and inspecting the consignments delivered to MSD.

The artwork of the; specimen labels, minimum pack and outer most box/shipper carton, that satisfies the above mentioned labeling conditions shall be provided before signing the contract with the performance bond.

34 The supplier shall submit all shipping documents to (Including Bills of Lading / Draft Air Way Bills etc.) SPC Imports department and MSD by e-mail (**follow instructions in website www.msd.gov.lk**), at least 03 days before the Expected Time of Arrival (ETA) of sea freighted consignments & 02 days before the ETA of Air freighted consignments.

35. After releasing the Indent/PO or establishing L/C, the latest logistical position of manufacturing & supply on the Indent/PO, shall be updated biweekly through e-mails to SPC with a copy to MSD by the supplier.(follow instructions in the website www.msd.gov.lk)
If it is not complied or the information so provided are found to be incomplete/false, the grace period (for supply delays) mentioned in the condition No. 27 will not be applicable.

Common conditions

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

37. Administrative surcharge of 25%(on the value of goods), will be applied for tender condition violations that cause deficiencies in supply with respect to; quality, standards & specifications, short packing & short supply or delayed delivery as per the cabinet decision. **(eg. As in conditions No. 08,05,10,13)**

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

(b) Part B-Special Order Conditions (SOC) of Supply

Note: SOCs are used, when it is really necessary to enable, item/order list specific deviations from the GOC clauses that are applicable to all or selected items in the order list concerned and in which case the relevant order list No. and SR No. s, shall be indicated separately against each clause of SOC, with the counter signature of Director (MSD) to make it effective.

(i) -

(ii) -

(iii) -

Sufficient quantity of samples should be forwarded for evaluation.

Special Conditions

- Suppliers should submit all shipping documents including the Bill of lading or Air Way Bill to SPC at least 2-3 days prior to arrival of the consignments to prevent any delay in clearance.

- In the event of an award made to you on this tender, SPC reserve the right to cancel/suspend the procuring of said order in any stage, if you would be placed the defaulted supplier's list due to quality failure found in your previous supplies made to SPC or non compliance of contractual agreement.

- This bid is administered by the provisions of the "Public Contract Act No. 3 of 1987" and therefore, in the event bidder is to retain an agent, representative, nominee for and on behalf of Bid or shall register himself and such public contact act in accordance with the section 10 of the Public Contract Act and produce such valid original certificate of registration with the bid.

- 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.

- Destination Terminal Handling charges (THC) should be borne by the supplier at the Port of Loading. Hence when the C&F prices are quoted this should be inclusive of THC.

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

- In the event of delivery of consignments deviating from given delivery schedule by MSD due to default of supplier and same is rejected due lack of storage space available at MSD warehouses, any resulting demurrage charges incurred shall be borne by the suppliers concerned.

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

BID NO: DHS/SUS/WW/93/24 CLOSING ON : 01.09.2023 at 9.00 a.m.

ORDER LIST NUMBER: 2024/SPC/N/C/S/00131

ITEM NO	SR NO	ITEM	QTY Nos.	DELIVERY	Bid Bond value (LKR)
1	13603700	Permanent Pacemaker, Single Chamber, rate responsive, SSIR mode, multi programmable, with end life indicator and manufacturer's guarantee of pacemaker battery life (minimum 10 years), including compatible active fixation IS1 lead (58 - 63 cm) and lead introducer set with sheath. Should include a pacemaker programmer with analyzer for every 100 devices and compatible set of analyzer cables for every 25 devices.	1045	300-Jan/2024 300-Apr/2024 445-Aug/2024	3,152,600.00

Packing: 1 Nos.

All tenderers should furnish an unconditional Bid Bond encashable on demand to the value mentioned in the item list. Bid Bond should be submitted with valid up to 29.03.2024 together with the tender

1. Page 9 Condition No. 19.b

Registrar of public contracts

This clause should be amended as awards over Sri Lanka rupees Five Million instead of (LKR) Ten Million.

1. Page 10 Condition No. 20. a
   Representative samples in respect of items offered should be submitted to reach SPC on or before the closing time on the closing date of tender and acknowledgement receipt to be obtained from Administration Department of SPC.

Contract:
The successful supplier should agree to enter into a contract/Agreement is applicable normally for awards which are over LKR 500,000.00 instead of 10.0 Million.

Bidding Document Fee- As per the guideline 6.1.1 (a) of the Government Procurement Guidelines 2006.

A non refundable fee of Rs. 35,000.00 + taxes should be paid in cash to SPC for each set of Tender Documents

Amendments of Bidding Document for Procurement of Surgical/Lab items

(1) **Clause 8**

(a) Bid Bonds to be submitted for each item (SR Number) when estimated value of each item exceeds LKR 01 Million.

(b) Value and validity applicable for the submission of Bid Bond for each item should be as indicated therein.

08.2 The Bid Bond should be valid for at least 30 days beyond the validity of the Bid.

(c) To be deleted.

(2) **Clause 12**

Amend as **REIMBURSEMENT**

12.1 Corporation reserves 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 labeling.

(3) **Clause 16.6**

Any request for a price increment due to LKR depreciating against foreign currency will not be accepted and such bid will be rejected at the preliminary stage of bid evaluation.

(4) **Clause 28.0**

Evaluation will be done as per Bid Form (Annex – II B) and Bid Evaluation Summary Sheet. (Annex – II C, to be submitted along with the Bid and a soft copy as per instruction given in www.spc.lk Web Site)

(5) 2nd column of Annex II B amend as "FULL DESCRIPTION OF ITEM OFFERED THE STANDARD & STORAGE CONDITION"

(6) Annex – 1 to be amend as follows.

SPECIMEN OF ANNEX – 1

ANNEX – 1

BID NO/ BID REFERENCE :
(TENDER NO)

DATE OF ISSUE :

CLOSING DATE & TIME :
(SRI LANKAN TIME)

ORDER LIST NO :

SR No	Item Description/ Specifications	Quantity	Delivery Schedule

Amount of Bid Bond : LKR …….. or USD …….. to be submitted along with the Bid Bond valid till …… (date)

Bid validity period : Bid should be valid till …….. (date)

Bid Document Fee : ……
(should be paid in cash to SPC for each set of Bid Documents)

MSD CONDITIONS OF SUPPLY

1.
2.

Abbreviations : SPC ; State Pharmaceuticals Corporation, MSD; Medical Supplies Division

Annex VI

SPECIMEN OF CONTRACT FORM (IB)

STATE PHARMACEUTICALS CORPORATION OF SRI LANKA

(Established under the State Industrial Corporation Act, No. 49 of *1957)*
"Mehewara Piyasa", 16th Floor, No. 41, Kirula Road, Colombo 05,Sri Lanka.
Telephone (00)94-1-326227 or 2391538 Fax: (00)94-11-2446204
E-mail: dgmcomm@spc.lk or managerimp2spc.lk

DEMOCRATIC SOCIALISTREPUBLIC OF SRI LANKA
AGREEMENT

SPC Ref. No Date :
Bid Ref.

This **AGREEMENT** made and entered into between the State Pharmaceuticals Corporation of Sri Lanka, a Corporation established under the State Industrial Corporation Act. No. 49 of 1957 and having its Head Office at "Mehewara Piyasa", 16th Floor, No. 41, Kirula Road, Colombo 05, 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 **FIRST PART**

AND

M/s …………………………………………………………………………………………………… ..
…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 **SECOND PART.**

AND

M/s …………………………………………………………………………………………………… ..
…business under the time, style and firm of a company duly registered and carrying business (hereinafter called "the Local Agent" 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 **THIRD PART.**

Whereas the State Pharmaceuticals Corporation has accepted the bid of M/s ………………
…………………………………………………………………… for the supply and delivery of………………………………………………… as per the attached indent for ……………… marked SPC …………………………………… . Dated …………………………………… and M/s …………………………………………………… will act as local agent of the supplier for all matters arising out of supplies here of.

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. The following documents: -

   (a) Conditions of Contract marked – Annex 1
   (b) Bid Documents marked – Annex 2
   (c) Copy of Indent marked – Annex 3

(hereinafter called ñthe Contract Documentsò) showing and describing the nature and scope of the agreement duly signed by three parties shall be deemed to form and be read and construed as part and partial 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, and the local agent will be responsible for all the matters regarding the supplies which do not confirm to required standard..

The supplier shall be paid for such supply and delivery of the goods according to the Indent marked and in the manner and at the times hereinafter specified.

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

In witness whereof the State Pharmaceuticals Corporation has caused its Common Seal to be affixed and é é é é é é é é é and é é é é é é é é é é . of State Pharmaceuticals Corporation have set their hands and Supplier and the Local Agent has placed its hand/caused its Common Seal to be affixed hereunto and to two other of the same tenor on this é é é é é .20é

The Common Seal of M/s (supplier)é é é é é é é é é é é é é é é é é é ... herein.

1. ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ..

President/Managing Director/C.E.O.

2. ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ..

Director

Witnesses

Signature	Name, Address and ID No./Passport No.
1. é é é é é é é é é é é .	é é é é é é é é é é é é é é é ..
2. é é é é é é é é é é é .	é é é é é é é é é é é é é é é é

The Common Seal of M/s. é é é é é é é é é é é é é é é (Local Agent) herein.

é é é é é é é é é é é é é é é .
President/Managing Director/C.E.O.

é é é é é é é é é é é é é é é .
Director

Witnesses

Signature	Name, Address and ID No./Passport No.
1. é é é é é é é é é é é .	é é é é é é é é é é é é é é é ..
2. é é é é é é é é é é é .	é é é é é é é é é é é é é é é é

CONDITIONS OF CONTRACT

3.FREE REPLACEMENT /REIMBURSEMENT

3.1 SPC reserves the right to call for Free Replacement/Reimbursement in the event of

3.1.1 Short packing
3.1.2 Loss/damage or deterioration of goods supplied (within shelf-life if applicable)
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/or quality standards to the satisfaction of Medical Supplies Division of Sri Lanka/ State Pharmaceuticals Corporation of Sri Lanka.

3.2 In the event of a quality problem, Batch samples would be tested by SPC its authorized personnel at the NMQAL or SPC Quality Assurance Laboratory or any other Quality Assurance Laboratory nominated by SPC or its fitness for use will be determined by and expert Committee appointed by the relevant authority.

3.3 **Withdrawal from use of Item due to quality failure.**

a) In case of batch withdrawal due to quality failure, the supplier/ manufacturer shall reimburse the value of entire batch quantity supplied.
b) In case of product withdrawal due to quality failure, the supplier/ manufacturer shall reimburse the value of entire product quantity supplied.
c) In the event of either a) or b) above the supplier/ manufacturer shall be surcharged additional 25% of the total value concerned as administrative cost.

Samples from the available batches will be retained by 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 and the Local Agent agreed to reimburse the SPC the landed cost and an additional 25% surcharge of the total quantity supplied.

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 7 working days of receipt of same in writing. Parties however shall endeavours 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 parties at the respective addresses at the beginning hereof written.

The common seal of State Pharmaceuticals Corporation of Sri Lanka was affixed)

heretoé)
é .)
é .)
é .)

Authorized signatory

Authorized signatory

<u>Witnesses</u>

Signature Name, Address and ID No

1……………….. ……………………………………………

2………………… ………………………………………………

DP/ns

ANNEX – 1

BID NO. : DHS/SUS/WW/94/24
DATE OF ISSUE : 18TH JULY 2023
CLOSING DATE & TIME : 01ST SEPTEMBER 2023 AT 09.00 HOURS SRI LANKA TIME

Special Conditions for tendering :

1. Offers should be accompanied with the valid registration certificate issued by the National Medicine Regulatory Authority in Sri Lanka
2. Offered item should bear both our SR number and the Item number. However at the bid opening only the item numbers will be read out. Therefore price quoted should be shown against each item number.
3. If the shipment is being effected on FCL basis both FOB and Freight charges should be quoted separately against each item in addition to quoted C & F price.
4. The volume of the total quantity of each item should be given in cubic meters (m^3)
5. **Foreign offers should be on C & F (CPT/CFR) Colombo basis. FOB offers are not acceptable. If offers are received on Import & Supply basis from local suppliers, those offers should be in LKR. All local suppliers/manufacturers should quote in LKR for the total delivery price to MSD stores.**
6. **Fax/E-mail offers directly sent to State Pharmaceuticals Corporation are not acceptable. Tenderers are requested to draw their attention to the clause "Submission of Bids" of the bid document in this regard.**
7. 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.
8. The original payment receipt has to be annexed to the offer. Offers without same will be rejected.
9. We reserve the right to reject offers which do not comply above.
10. The offer should be valid up to 28.02.2024

CONDITIONS FOR SUPPLY OF SURGICAL ITEMS

(a) Part A-General Order Conditions (GOC) of Supply

1. The consignments supplied in respect of an order concerned, shall exactly match with the reference sample submitted and the product information (item descriptions, shelf life/warranty where applicable, manufacturer²s name, country of manufacture, country of origin, etc.) provided in the bid document by the supplier, which has been accepted by the procurement committee, and included in the Indent / Purchase Order (PO), issued by SPC.

2. All items shall be supplied, sourcing from the manufacturer and country of manufacturer, stated in the Purchase Order (PO)/Indent of SPC and wherever applicable shall have a valid product registration from NMRA.

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

When the validity of the product/manufacturing licenses and registrations of NMRA (eg; manufacturing license, product registration and GMP certificates), of local manufacturers / local suppliers, lapses during the year or during the period of supply (delivery schedule), it shall be extended / renewed by the supplier.

A certified copies of afore mentioned valid certificates shall be submitted to MSD by the supplier when deliveries are made.

4. The number of batches per consignment shall be minimal. Batch quantity shall be an equal multiple of the quantity of the consignment and the proportionate size of the batch quantity shall be not less than 15% of the quantity in the consignment.

5. If MSD decides to accept consignment, with deviations from certain tender conditions (eg: with regard to labeling/packaging or any other rectifiable defect at the time of receipt in Sri Lanka due to an urgency, that shall be done subject to, either rectifying the defect within 05 working days by the supplier, or recovering the total cost [a] of rectifying the defect by MSD (via a duly contracted third party providing such services), from the supplier with a 25% administrative charge on the labeling cost. (total charge = [a]+[a]x0.25) or 2% of the invoiced value, whichever is the highest.

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

6. The specifications of the product offered by the suppliers in the tender, shall match with the tender specifications for the item and **any form of alternate offers for the same, will not be entertained,** when there are product/s offered in compliance with the tender specification.

Shelf life & Warrantees

7. In respect of Non consumables; laboratory items and surgical items: Manufacturer or supplier or local agent shall provide a warranty for a period, not less than as specified in the specification of the item and /or it²s sub components/articles supplied (eg: Special Instrument sets), unless otherwise agreed upon prior to awarding the tender.

The supplier²s invoice shall indicate, the validity period of the warrantee from the date of receiving goods at MSD and a warrantee card with all details, including the local contact details of warrantee services provider, shall also be inserted in each individual pack.

Foreign suppliers of all such items shall have their own local agent in Sri Lanka, capable of providing technical support, repair and spares, when necessary (**This clause No. 07 is not applicable for all Pharmaceuticals and all Consumable Surgical & Laboratory items)**

8. Freshly manufactured stocks of the product shall be supplied; thereby the residual Shelf Life (shelf life remaining at the time of delivery of goods in Sri Lanka/MSD stores/Sri Lanka) of the product, shall be 85% of the product shelf life specified in Indent/PO or as certified in the product registration certificate or indicated in any other way by NMRA)

(a) When the shelf life is not specified in the indent/PO/item spec; the requested shelf life shall be considered as, 36 months for surgical items. (Shelf life of not applicable for surgical non-consumables) and 24 months for Pharma/Laboratory items. The Difference of the residual and requested product shelf life shall not exceed 1/6th (one sixth) of the original product shelf life.

(b) In the violation of the above tender condition, Director/MSD reserves the right to accept a reduced quantity, that is usable (as per the actual consumption rate) up to three months before the expiry of same and will subject to application of a penalty (as clause No. 37 and footnote 01)

Standards & Quality

9. Standards; In respect of all Pharmaceutical products supplied, shall comply Pharmacopoeia Standards that are indicated in the item specifications, other Pharmacopoeia Standards accepted in the product registration by the National Medicines Regulatory Authority.

10. As per the product registration dossier approved by NMRA, the product information leaflet (PIL) for the Pharmaceuticals items and the user manual/instruction pamphlet for surgical items. With information to users regarding the; storage conditions, maintenance, and other product compatibilities, shall be provided with the product, for acceptance of goods by MSD.

Any product deficient of or incompatible with, its sub-components/accessories, not at the specified quality standards or all its components not unitized appropriately in packaging (as a set) shall be rejected.

11. Withdrawal from use of items due to quality failure found as manufacturer²s/Supplier²s fault:

(a). In case of batch withdrawal, **value of entire batch quantity supplied** shall be recovered from the supplier.

(b).In case of product withdrawal, **value of entire product quantity** supplied shall be recovered from the supplier.

(c). In the event of either a) or b) above, supplier shall be charged the total **cost involved for MSD, of the quality failed supplies** with 25% administrative charge of the same**.**

12. The storage conditions and the packing requirements of the product shall conform to the information given by the manufacturer and accepted by NMRA for the product registration or shall conform to the information submitted for waiver of registration granted by NMRA in exceptional circumstances.(refer clause No.24)

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

13. Immediately after delivery at MSD, the consignments shall be subjected to testing appropriately drawn, one random batch sample (Post-delivery sample) of the consignment at a government/semi-government/accredited laboratory (to be selectively applied for Surgical & Lab items, depending on availability of testing methodology and facilities)

If the sample is found to be substandard, random batch samples will be tested from all the batches/lots in the consignment, and entire expenses on such tests, like value of samples, transport, sampling and testing charges, etc, will be recovered from the supplier.

14. Consignments supplied to MSD violating the storage conditions indicated on product labels and/or product information leaflet (as accepted for product registration at NMRA), shall be considered as quality affected consignments and quality assurance of such consignments shall be carried out by post-delivery testing at government / semi government laboratory in Sri Lanka or at an accredited laboratory (foreign/local). All the expenses on such an event, including storage cost shall be borne by the supplier. If found to be quality affected the consignment will be treated as quality failed (as clause No.11).

15. **Pack size, Labeling & Packaging**

Offers for pack sizes at a lower level(smaller quantity per pack) than the pack size specified in the item description/specification and MSD order List, are also acceptable, but higher level (larger quantity per pack) pack sizes will not be entertained unless otherwise offered with the original bid and accepted by the procurement committee, with the concurrence of MSD.

16. In respect of bulk packs (not applicable for blister/strip packs), ³DHS´ mark shall be ;
(a). embossed or printed in case of tablets
(b). printed in case of capsules

Above condition can be waved off, if the purchase order quantity is less than 100,000 tablets/capsules, with deliveries in one/more lots **or** when an exemption is notified in the special order conditions of the relevant MSD order list (**This clause No. 16 is not applicable for all consumable and Non consumable Surgical and Laboratory Items)**

17. Each; innermost pack, vial/ampoule, pre-filled syringe or bottle, shall bear the item Description, SR No, Batch No/Lot no., Product Reference/Catalogue Nos of Surgical items), Date of Manufacture, Date of Expiry (of consumables only) and ³STATE LOGO´ of Government of Sri Lanka.

It is essential to include and exactly match the dates of Expiry (not applicable for Surgical Non-consumables) & date of Manufacture (in any form as ³Year & Month´ or ³No Exp.´), in the innermost pack and supplier²s invoice.

18. Description of the Item, SR No, Date of Manufacture, Date of Expiry, Batch No, Name and address of manufacturer and ³STATE LOGO´ of Sri Lanka Government shall be clearly marked on the outer covering of the individual/innermost pack containing the minimum unit of measure, including blister & strip cards and on the outer cover of the carton/box.
Any deviations of the Date of Manufacture (DOM)/ Date of Expiry(DOE)declared in the offer shall be approved by MSD and DOM & DOE shall consist of at least the year & month.

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

20. Batch Number of the product shall be separately Barcoded (in Code 128 or 2D formats) and Barcode shall be printed on the labels at all levels of packing as described below, conforming to the industry standards in Barcode printing and pasting.
Format shall be according to Code 128 or 2D standards.
Maximum barcode size shall be 5.0cm (length) x 2.5cm (width).

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

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

Storage Conditions & Temperature

22. If the storage temperature & conditions are not specified in the item specification, NMRA accepted product storage conditions, shall conform to Sri Lankan ambient storage conditions in the ranges of 30^0c +/- 2^0c temperature and 75% +/-5% relative humidity. The product storage conditions shall be clearly indicated at all levels of labels/packages/boxes.

23. Maintenance of Cold Chain;

a. In case of cold storage items, cold chain monitors (temperature recording devices) shall be included for each carton and the cold chain shall be maintained according to the manufacturer²s instructions during storage, transport and delivery.

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

c. If the cold chain break is observed at the time of taking over the consignments by MSD, such consignments shall be rejected, indicating the reason on the relevant **WDN or copy of the delivery documents.** In such an event, the SPC shall arrange necessary cold storage for the consignment until ±observed cold chain break² is investigated leading to acceptance / total rejection of consignment and the expenses born by MSD / SPC in arranging the cold storage shall be recovered from the supplier.

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

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

24. In respect of the products requiring controlled temperature storage (Eg. < 25^0c, 2-25^0c, 15-20^0c/30^0c, 2-8^0c etc.), supplier shall provide MSD with latest product stability study reports with the invoice of the consignment.(report shall include studies; at 30^0c +/- 2^0c & 75% +/- 5% RH for **AC stored** items and at 25^0c +/- 2^0c & 60% +/- 5% RH for **Cold stored** items. It shall be a true copy of the latest report submitted to NMRA or a report issued within last 05 years). (refer clause No.12)

Delivery Requirements

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

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

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

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

(a). A penalty of 0.5% per day of the consignment value, calculated commencing from the 15th day up to 60th day delay from the due delivery date, as per the indent/PO or its² latest amended delivery schedules.

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

28. (i). If any local purchases were to be made by MSD/SPC to ensure continuity of supply (due to noncompliance of Indent/PO/its² amended; delivery schedule); in the ensuing period inclusive of the grace period for delivery from due delivery date, extra expenditure incurred on such local purchases, over the landed cost of relevant SPC main order, shall be recovered from the supplier.

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

29. In respect of local manufacturers/ local suppliers, all deliveries shall be made only on week days excluding public holidays, also allowing adequate time to enable the completion of the receiving process at MSD stores before 3.30 p.m. In the event of failure to meet this deadline due to supplier²s fault (eg. In delivery; time, product, document, etc.) goods shall be accepted on the following working day, such date shall be counted for working out penalties as per No. 27 (regarding defaulted consignment) of the conditions of supply.
As an alternative, supplier can request MSD to take over the consignment on the same day, subject to settling all other expenses (i.e. staff OT, forklift charge, etc.) of MSD, by the supplier.

30. The extension of L/C²s overstepping delivery schedules in the Indent/PO/its² amendments, shall not in any way affect the recovery of late delivery charges, as per Condition No. 27 (regarding defaulted consignments) and any other direct or indirect additional costs/liquidated damages, relating/consequent to extension of L/C.

31. When adequate storage space is not available at MSD, to accept a delivery defaulted consignment (deviating from the delivery schedule in the Indent/PO/its² amendments) under the condition No. 27, any additional expenses caused to MSD or SPC in arranging temporary external storage and other expenses (eg. demurrage, detention, container storage, re-handling cum transport, etc.) shall be borne by the supplier.

Documents & Information

32. MSD Order No, Item Description, SR No, Batch No., Date of Manufacture, Date of Expiry and product Storage Condition, shall be indicated in all Supply Invoices and detailed Packing Lists.

33. One of the tender samples of the selected bid shall be forwarded to MSD, for using as a reference sample (can make it; a part of the last consignment or a returnable to supplier) for checking the conformity of the consignments received under the indent/PO. (applicable for all surgical items and laboratory regular items except when specified in respective order lists).

The product artwork or dimensional detail diagrams, product Catalogues and Catalog No²s, as necessary for the surgical items (**not relevant to pharmaceutical & Laboratory items)** shall be provided with the bid document, for reference in the; tender evaluation by SPC, ascertaining (before awarding) user acceptance of deviations from the spec by MSD and inspecting the consignments delivered to MSD.

The artwork of the; specimen labels, minimum pack and outer most box/shipper carton, that satisfies the above mentioned labeling conditions shall be provided before signing the contract with the performance bond.

34 The supplier shall submit all shipping documents to (Including Bills of Lading / Draft Air Way Bills etc.) SPC Imports department and MSD by e-mail (**follow instructions in website www.msd.gov.lk**), at least 03 days before the Expected Time of Arrival (ETA) of sea freighted consignments & 02 days before the ETA of Air freighted consignments.

35. After releasing the Indent/PO or establishing L/C, the latest logistical position of manufacturing & supply on the Indent/PO, shall be updated biweekly through e-mails to SPC with a copy to MSD by the supplier.(follow instructions in the website www.msd.gov.lk)
If it is not complied or the information so provided are found to be incomplete/false, the grace period (for supply delays) mentioned in the condition No. 27 will not be applicable.

Common conditions

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

37. Administrative surcharge of 25%(on the value of goods), will be applied for tender condition violations that cause deficiencies in supply with respect to; quality, standards & specifications, short packing & short supply or delayed delivery as per the cabinet decision. **(eg. As in conditions No. 08,05,10,13)**

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

(b) Part B-Special Order Conditions (SOC) of Supply

Note: SOCs are used, when it is really necessary to enable, item/order list specific deviations from the GOC clauses that are applicable to all or selected items in the order list concerned and in which case the relevant order list No. and SR No. s, shall be indicated separately against each clause of SOC, with the counter signature of Director (MSD) to make it effective.

(i) -

(ii) -

(iii) -

Sufficient quantity of samples should be forwarded for evaluation.

Special Conditions

- Suppliers should submit all shipping documents including the Bill of lading or Air Way Bill to SPC at least 2-3 days prior to arrival of the consignments to prevent any delay in clearance.

- In the event of an award made to you on this tender, SPC reserve the right to cancel/suspend the procuring of said order in any stage, if you would be placed the defaulted supplier's list due to quality failure found in your previous supplies made to SPC or non compliance of contractual agreement.

- This bid is administered by the provisions of the "Public Contract Act No. 3 of 1987" and therefore, in the event bidder is to retain an agent, representative, nominee for and on behalf of Bid or shall register himself and such public contact act in accordance with the section 10 of the Public Contract Act and produce such valid original certificate of registration with the bid.

- 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.

- Destination Terminal Handling charges (THC) should be borne by the supplier at the Port of Loading. Hence when the C&F prices are quoted this should be inclusive of THC.

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

- In the event of delivery of consignments deviating from given delivery schedule by MSD due to default of supplier and same is rejected due lack of storage space available at MSD warehouses, any resulting demurrage charges incurred shall be borne by the suppliers concerned.

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

BID NO: DHS/SUS/WW/94/24 CLOSING ON : 01.09.2023 at 9.00 a.m.

ORDER LIST NUMBER: 2024/SPC/N/C/S/00097

ITEM NO	SR NO	ITEM	QTY	DELIVERY	Bid Bond value (LKR)
2	14503002	Synthetic casting material 7.5cm x 3.6 m. Note: Shelf life of the product should be minimum of 24 months. Packing: 1 Roll	3,500 Roll	1000-Jan/2024 1000-Jun/2024 1500-Sep/2024	84,300.00

All tenderers should furnish an unconditional Bid Bond encashable on demand to the value mentioned in the item list. Bid Bond should be submitted with valid up to 29.03.2024 together with the tender

1. Page 9 Condition No. 19.b

Registrar of public contracts
This clause should be amended as awards over Sri Lanka rupees Five Million instead of (LKR) Ten Million.

1. Page 10 Condition No. 20. a
Representative samples in respect of items offered should be submitted to reach SPC on or before the closing time on the closing date of tender and acknowledgement receipt to be obtained from Administration Department of SPC.

Contract:
The successful supplier should agree to enter into a contract/Agreement is applicable normally for awards which are over LKR 500,000.00 instead of 10.0 Million.

Bidding Document Fee- As per the guideline 6.1.1 (a) of the Government Procurement Guidelines 2006.

A non refundable fee of Rs. 3,000.00 + taxes should be paid in cash to SPC for each set of Tender Documents

Amendments of Bidding Document for Procurement of Surgical/Lab items

(1) **Clause 8**

(a) Bid Bonds to be submitted for each item (SR Number) when estimated value of each item exceeds LKR 01 Million.

(b) Value and validity applicable for the submission of Bid Bond for each item should be as indicated therein.

08.2 The Bid Bond should be valid for at least 30 days beyond the validity of the Bid.

(c) To be deleted.

(2) **Clause 12**

Amend as **REIMBURSEMENT**

12.1 Corporation reserves 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 labeling.

(3) **Clause 16.6**

Any request for a price increment due to LKR depreciating against foreign currency will not be accepted and such bid will be rejected at the preliminary stage of bid evaluation.

(4) **Clause 28.0**

Evaluation will be done as per Bid Form (Annex – II B) and Bid Evaluation Summary Sheet. (Annex – II C, to be submitted along with the Bid and a soft copy as per instruction given in www.spc.lk Web Site)

(5) 2nd column of Annex II B amend as "FULL DESCRIPTION OF ITEM OFFERED THE STANDARD & STORAGE CONDITION"

(6) Annex – 1 to be amend as follows.

SPECIMEN OF ANNEX – 1

ANNEX – 1

BID NO/ BID REFERENCE :
(TENDER NO)

DATE OF ISSUE :

CLOSING DATE & TIME :
(SRI LANKAN TIME)

ORDER LIST NO :

SR No	Item Description/ Specifications	Quantity	Delivery Schedule

Amount of Bid Bond : LKR …….. or USD …….. to be submitted along with the Bid Bond valid till …… (date)

Bid validity period : Bid should be valid till …….. (date)

Bid Document Fee : ……
(should be paid in cash to SPC for each set of Bid Documents)

MSD CONDITIONS OF SUPPLY

1.
2.

Abbreviations : SPC ; State Pharmaceuticals Corporation, MSD; Medical Supplies Division

Annex VI

SPECIMEN OF CONTRACT FORM (IB)

STATE PHARMACEUTICALS CORPORATION OF SRI LANKA

(Established under the State Industrial Corporation Act, No. 49 of *1957)*
"Mehewara Piyasa", 16th Floor, No. 41, Kirula Road, Colombo 05,Sri Lanka.
Telephone (00)94-1-326227 or 2391538 Fax: (00)94-11-2446204
E-mail: dgmcomm@spc.lk or managerimp2spc.lk

DEMOCRATIC SOCIALISTREPUBLIC OF SRI LANKA
AGREEMENT

SPC Ref. No Date :
Bid Ref.

This **AGREEMENT** made and entered into between the State Pharmaceuticals Corporation of Sri Lanka, a Corporation established under the State Industrial Corporation Act. No. 49 of 1957 and having its Head Office at "Mehewara Piyasa", 16th Floor, No. 41, Kirula Road, Colombo 05, 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 **FIRST PART**

AND

M/s ………………………………………………………………………………..
…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 **SECOND PART.**

AND

M/s ………………………………………………………………………………..
…business under the time, style and firm of a company duly registered and carrying business (hereinafter called "the Local Agent" 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 **THIRD PART.**

Whereas the State Pharmaceuticals Corporation has accepted the bid of M/s ……………… …………………………………………………………………………… for the supply and delivery of…………………………………………………… as per the attached indent for ……………… marked SPC ……………………………………. . Dated …………………………………… and M/s ……………………………………………………… will act as local agent of the supplier for all matters arising out of supplies here of.

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. The following documents: -

   (a) Conditions of Contract marked – Annex 1
   (b) Bid Documents marked – Annex 2
   (c) Copy of Indent marked – Annex 3

(hereinafter called ñthe Contract Documentsò) showing and describing the nature and scope of the agreement duly signed by three parties shall be deemed to form and be read and construed as part and partial 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, and the local agent will be responsible for all the matters regarding the supplies which do not confirm to required standard..

The supplier shall be paid for such supply and delivery of the goods according to the Indent marked and in the manner and at the times hereinafter specified.

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

In witness whereof the State Pharmaceuticals Corporation has caused its Common Seal to be affixed and é é é é é é é é é and é é é é é é é é é é . of State Pharmaceuticals Corporation have set their hands and Supplier and the Local Agent has placed its hand/caused its Common Seal to be affixed hereunto and to two other of the same tenor on this é é é é é .20é

The Common Seal of M/s (supplier)é é é é é é é é é é é é é é é é é é ... herein.

1. ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ..

President/Managing Director/C.E.O.

2. ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ..

Director

Witnesses

Signature	Name, Address and ID No./Passport No.
1. é é é é é é é é é é é .	é é é é é é é é é é é é é é é ..
2. é é é é é é é é é é é .	é é é é é é é é é é é é é é é é

The Common Seal of M/s. é é é é é é é é é é é é é é é (Local Agent) herein.

é é é é é é é é é é é é é é é .
President/Managing Director/C.E.O.

é é é é é é é é é é é é é é é .
Director

Witnesses

Signature	Name, Address and ID No./Passport No.
1. é é é é é é é é é é é .	é é é é é é é é é é é é é é é ..
2. é é é é é é é é é é é .	é é é é é é é é é é é é é é é é

CONDITIONS OF CONTRACT

3.FREE REPLACEMENT /REIMBURSEMENT

3.1 SPC reserves the right to call for Free Replacement/Reimbursement in the event of

3.1.1 Short packing
3.1.2 Loss/damage or deterioration of goods supplied (within shelf-life if applicable)
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/or quality standards to the satisfaction of Medical Supplies Division of Sri Lanka/ State Pharmaceuticals Corporation of Sri Lanka.

3.2 In the event of a quality problem, Batch samples would be tested by SPC its authorized personnel at the NMQAL or SPC Quality Assurance Laboratory or any other Quality Assurance Laboratory nominated by SPC or itôs fitness for use will be determined by and expert Committee appointed by the relevant authority.

3.3 **Withdrawal from use of Item due to quality failure.**

a) In case of batch withdrawal due to quality failure, the supplier/ manufacturer shall reimburse the value of entire batch quantity supplied.
b) In case of product withdrawal due to quality failure, the supplier/ manufacturer shall reimburse the value of entire product quantity supplied.
c) In the event of either a) or b) above the supplier/ manufacturer shall be surcharged additional 25% of the total value concerned as administrative cost.

Samples from the available batches will be retained by 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 and the Local Agent agreed to reimburse the SPC the landed cost and an additional 25% surcharge of the total quantity supplied.

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 7 working days of receipt of same in writing. Parties however shall endeavours 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 parties at the respective addresses at the beginning hereof written.

The common seal of State Pharmaceuticals Corporation of Sri Lanka was affixed)

heretoé)
é .)
é .)
é .)

Authorized signatory

Authorized signatory

Witnesses

Signature	Name, Address and ID No
1……..	**……**
2……	**……**

PL/ns

ANNEX – 1

BID NO. : DHS/SUS/WW/95/24
DATE OF ISSUE : 18TH JULY 2023
CLOSING DATE & TIME : 01ST SEPTEMBER 2023 AT 09.00 HOURS SRI LANKA TIME

Special Conditions for tendering :

1. Offers should be accompanied with the valid registration certificate issued by the National Medicine Regulatory Authority in Sri Lanka
2. Offered item should bear both our SR number and the Item number. However at the bid opening only the item numbers will be read out. Therefore price quoted should be shown against each item number.
3. If the shipment is being effected on FCL basis both FOB and Freight charges should be quoted separately against each item in addition to quoted C & F price.
4. The volume of the total quantity of each item should be given in cubic meters (m^3)
5. **Foreign offers should be on C & F (CPT/CFR) Colombo basis. FOB offers are not acceptable. If offers are received on Import & Supply basis from local suppliers, those offers should be in LKR. All local suppliers/manufacturers should quote in LKR for the total delivery price to MSD stores.**
6. **Fax/E-mail offers directly sent to State Pharmaceuticals Corporation are not acceptable. Tenderers are requested to draw their attention to the clause "Submission of Bids" of the bid document in this regard.**
7. 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.
8. The original payment receipt has to be annexed to the offer. Offers without same will be rejected.
9. We reserve the right to reject offers which do not comply above.
10. The offer should be valid up to 28.02.2024

CONDITIONS FOR SUPPLY OF SURGICAL ITEMS

(a) Part A-General Order Conditions (GOC) of Supply

1. The consignments supplied in respect of an order concerned, shall exactly match with the reference sample submitted and the product information (item descriptions, shelf life/warranty where applicable, manufacturer²s name, country of manufacture, country of origin, etc.) provided in the bid document by the supplier, which has been accepted by the procurement committee, and included in the Indent / Purchase Order (PO), issued by SPC.

2. All items shall be supplied, sourcing from the manufacturer and country of manufacturer, stated in the Purchase Order (PO)/Indent of SPC and wherever applicable shall have a valid product registration from NMRA.

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

When the validity of the product/manufacturing licenses and registrations of NMRA (eg; manufacturing license, product registration and GMP certificates), of local manufacturers / local suppliers, lapses during the year or during the period of supply (delivery schedule), it shall be extended / renewed by the supplier.

A certified copies of afore mentioned valid certificates shall be submitted to MSD by the supplier when deliveries are made.

4. The number of batches per consignment shall be minimal. Batch quantity shall be an equal multiple of the quantity of the consignment and the proportionate size of the batch quantity shall be not less than 15% of the quantity in the consignment.

5. If MSD decides to accept consignment, with deviations from certain tender conditions (eg: with regard to labeling/packaging or any other rectifiable defect at the time of receipt in Sri Lanka due to an urgency, that shall be done subject to, either rectifying the defect within 05 working days by the supplier, or recovering the total cost [a] of rectifying the defect by MSD (via a duly contracted third party providing such services), from the supplier with a 25% administrative charge on the labeling cost. (total charge = [a]+[a]x0.25) or 2% of the invoiced value, whichever is the highest.

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

6. The specifications of the product offered by the suppliers in the tender, shall match with the tender specifications for the item and **any form of alternate offers for the same, will not be entertained,** when there are product/s offered in compliance with the tender specification.

Shelf life & Warrantees

7. In respect of Non consumables; laboratory items and surgical items: Manufacturer or supplier or local agent shall provide a warranty for a period, not less than as specified in the specification of the item and /or it²s sub components/articles supplied (eg: Special Instrument sets), unless otherwise agreed upon prior to awarding the tender.

The supplier²s invoice shall indicate, the validity period of the warrantee from the date of receiving goods at MSD and a warrantee card with all details, including the local contact details of warrantee services provider, shall also be inserted in each individual pack.

Foreign suppliers of all such items shall have their own local agent in Sri Lanka, capable of providing technical support, repair and spares, when necessary (**This clause No. 07 is not applicable for all Pharmaceuticals and all Consumable Surgical & Laboratory items)**

8. Freshly manufactured stocks of the product shall be supplied; thereby the residual Shelf Life (shelf life remaining at the time of delivery of goods in Sri Lanka/MSD stores/Sri Lanka) of the product, shall be 85% of the product shelf life specified in Indent/PO or as certified in the product registration certificate or indicated in any other way by NMRA)

(a) When the shelf life is not specified in the indent/PO/item spec; the requested shelf life shall be considered as, 36 months for surgical items. (Shelf life of not applicable for surgical non-consumables) and 24 months for Pharma/Laboratory items. The Difference of the residual and requested product shelf life shall not exceed 1/6th (one sixth) of the original product shelf life.

(b) In the violation of the above tender condition, Director/MSD reserves the right to accept a reduced quantity, that is usable (as per the actual consumption rate) up to three months before the expiry of same and will subject to application of a penalty (as clause No. 37 and footnote 01)

Standards & Quality

9. Standards; In respect of all Pharmaceutical products supplied, shall comply Pharmacopoeia Standards that are indicated in the item specifications, other Pharmacopoeia Standards accepted in the product registration by the National Medicines Regulatory Authority.

10. As per the product registration dossier approved by NMRA, the product information leaflet (PIL) for the Pharmaceuticals items and the user manual/instruction pamphlet for surgical items. With information to users regarding the; storage conditions, maintenance, and other product compatibilities, shall be provided with the product, for acceptance of goods by MSD.

Any product deficient of or incompatible with, its sub-components/accessories, not at the specified quality standards or all its components not unitized appropriately in packaging (as a set) shall be rejected.

11. Withdrawal from use of items due to quality failure found as manufacturer²s/Supplier²s fault:

(a). In case of batch withdrawal, **value of entire batch quantity supplied** shall be recovered from the supplier.

(b).In case of product withdrawal, **value of entire product quantity** supplied shall be recovered from the supplier.

(c). In the event of either a) or b) above, supplier shall be charged the total **cost involved for MSD, of the quality failed supplies** with 25% administrative charge of the same**.**

12. The storage conditions and the packing requirements of the product shall conform to the information given by the manufacturer and accepted by NMRA for the product registration or shall conform to the information submitted for waiver of registration granted by NMRA in exceptional circumstances.(refer clause No.24)

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

13. Immediately after delivery at MSD, the consignments shall be subjected to testing appropriately drawn, one random batch sample (Post-delivery sample) of the consignment at a government/semi-government/accredited laboratory (to be selectively applied for Surgical & Lab items, depending on availability of testing methodology and facilities)

If the sample is found to be substandard, random batch samples will be tested from all the batches/lots in the consignment, and entire expenses on such tests, like value of samples, transport, sampling and testing charges, etc, will be recovered from the supplier.

14. Consignments supplied to MSD violating the storage conditions indicated on product labels and/or product information leaflet (as accepted for product registration at NMRA), shall be considered as quality affected consignments and quality assurance of such consignments shall be carried out by post-delivery testing at government / semi government laboratory in Sri Lanka or at an accredited laboratory (foreign/local). All the expenses on such an event, including storage cost shall be borne by the supplier. If found to be quality affected the consignment will be treated as quality failed (as clause No.11).

15. **Pack size, Labeling & Packaging**

Offers for pack sizes at a lower level(smaller quantity per pack) than the pack size specified in the item description/specification and MSD order List, are also acceptable, but higher level (larger quantity per pack) pack sizes will not be entertained unless otherwise offered with the original bid and accepted by the procurement committee, with the concurrence of MSD.

16. In respect of bulk packs (not applicable for blister/strip packs), ³DHS´ mark shall be ;
(a). embossed or printed in case of tablets
(b). printed in case of capsules

Above condition can be waved off, if the purchase order quantity is less than 100,000 tablets/capsules, with deliveries in one/more lots **or** when an exemption is notified in the special order conditions of the relevant MSD order list (**This clause No. 16 is not applicable for all consumable and Non consumable Surgical and Laboratory Items)**

17. Each; innermost pack, vial/ampoule, pre-filled syringe or bottle, shall bear the item Description, SR No, Batch No/Lot no., Product Reference/Catalogue Nos of Surgical items), Date of Manufacture, Date of Expiry (of consumables only) and ³STATE LOGO´ of Government of Sri Lanka.

It is essential to include and exactly match the dates of Expiry (not applicable for Surgical Non-consumables) & date of Manufacture (in any form as ³Year & Month´ or ³No Exp.´), in the innermost pack and supplier²s invoice.

18. Description of the Item, SR No, Date of Manufacture, Date of Expiry, Batch No, Name and address of manufacturer and ³STATE LOGO´ of Sri Lanka Government shall be clearly marked on the outer covering of the individual/innermost pack containing the minimum unit of measure, including blister & strip cards and on the outer cover of the carton/box.
Any deviations of the Date of Manufacture (DOM)/ Date of Expiry(DOE)declared in the offer shall be approved by MSD and DOM & DOE shall consist of at least the year & month.

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

20. Batch Number of the product shall be separately Barcoded (in Code 128 or 2D formats) and Barcode shall be printed on the labels at all levels of packing as described below, conforming to the industry standards in Barcode printing and pasting.
Format shall be according to Code 128 or 2D standards.
Maximum barcode size shall be 5.0cm (length) x 2.5cm (width).

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

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

Storage Conditions & Temperature

22. If the storage temperature & conditions are not specified in the item specification, NMRA accepted product storage conditions, shall conform to Sri Lankan ambient storage conditions in the ranges of 30^0c +/- 2^0c temperature and 75% +/-5% relative humidity. The product storage conditions shall be clearly indicated at all levels of labels/packages/boxes.

23. Maintenance of Cold Chain;

a. In case of cold storage items, cold chain monitors (temperature recording devices) shall be included for each carton and the cold chain shall be maintained according to the manufacturer²s instructions during storage, transport and delivery.

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

c. If the cold chain break is observed at the time of taking over the consignments by MSD, such consignments shall be rejected, indicating the reason on the relevant **WDN or copy of the delivery documents.** In such an event, the SPC shall arrange necessary cold storage for the consignment until ±observed cold chain break² is investigated leading to acceptance / total rejection of consignment and the expenses born by MSD / SPC in arranging the cold storage shall be recovered from the supplier.

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

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

24. In respect of the products requiring controlled temperature storage (Eg. < 25^0c, 2-25^0c, 15-20^0c/30^0c, 2-8^0c etc.), supplier shall provide MSD with latest product stability study reports with the invoice of the consignment.(report shall include studies; at 30^0c +/- 2^0c & 75% +/- 5% RH for **AC stored** items and at 25^0c +/- 2^0c & 60% +/- 5% RH for **Cold stored** items. It shall be a true copy of the latest report submitted to NMRA or a report issued within last 05 years). (refer clause No.12)

Delivery Requirements

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

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

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

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

(a). A penalty of 0.5% per day of the consignment value, calculated commencing from the 15th day up to 60th day delay from the due delivery date, as per the indent/PO or its² latest amended delivery schedules.

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

28. (i). If any local purchases were to be made by MSD/SPC to ensure continuity of supply (due to noncompliance of Indent/PO/its² amended; delivery schedule); in the ensuing period inclusive of the grace period for delivery from due delivery date, extra expenditure incurred on such local purchases, over the landed cost of relevant SPC main order, shall be recovered from the supplier.

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

29. In respect of local manufacturers/ local suppliers, all deliveries shall be made only on week days excluding public holidays, also allowing adequate time to enable the completion of the receiving process at MSD stores before 3.30 p.m. In the event of failure to meet this deadline due to supplier²s fault (eg. In delivery; time, product, document, etc.) goods shall be accepted on the following working day, such date shall be counted for working out penalties as per No. 27 (regarding defaulted consignment) of the conditions of supply.
As an alternative, supplier can request MSD to take over the consignment on the same day, subject to settling all other expenses (i.e. staff OT, forklift charge, etc.) of MSD, by the supplier.

30. The extension of L/C²s overstepping delivery schedules in the Indent/PO/its² amendments, shall not in any way affect the recovery of late delivery charges, as per Condition No. 27 (regarding defaulted consignments) and any other direct or indirect additional costs/liquidated damages, relating/consequent to extension of L/C.

31. When adequate storage space is not available at MSD, to accept a delivery defaulted consignment (deviating from the delivery schedule in the Indent/PO/its² amendments) under the condition No. 27, any additional expenses caused to MSD or SPC in arranging temporary external storage and other expenses (eg. demurrage, detention, container storage, re-handling cum transport, etc.) shall be borne by the supplier.

Documents & Information

32. MSD Order No, Item Description, SR No, Batch No., Date of Manufacture, Date of Expiry and product Storage Condition, shall be indicated in all Supply Invoices and detailed Packing Lists.

33. One of the tender samples of the selected bid shall be forwarded to MSD, for using as a reference sample (can make it; a part of the last consignment or a returnable to supplier) for checking the conformity of the consignments received under the indent/PO. (applicable for all surgical items and laboratory regular items except when specified in respective order lists).

The product artwork or dimensional detail diagrams, product Catalogues and Catalog No²s, as necessary for the surgical items (**not relevant to pharmaceutical & Laboratory items)** shall be provided with the bid document, for reference in the; tender evaluation by SPC, ascertaining (before awarding) user acceptance of deviations from the spec by MSD and inspecting the consignments delivered to MSD.

The artwork of the; specimen labels, minimum pack and outer most box/shipper carton, that satisfies the above mentioned labeling conditions shall be provided before signing the contract with the performance bond.

34 The supplier shall submit all shipping documents to (Including Bills of Lading / Draft Air Way Bills etc.) SPC Imports department and MSD by e-mail (**follow instructions in website www.msd.gov.lk**), at least 03 days before the Expected Time of Arrival (ETA) of sea freighted consignments & 02 days before the ETA of Air freighted consignments.

35. After releasing the Indent/PO or establishing L/C, the latest logistical position of manufacturing & supply on the Indent/PO, shall be updated biweekly through e-mails to SPC with a copy to MSD by the supplier.(follow instructions in the website www.msd.gov.lk)
If it is not complied or the information so provided are found to be incomplete/false, the grace period (for supply delays) mentioned in the condition No. 27 will not be applicable.

Common conditions

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

37. Administrative surcharge of 25%(on the value of goods), will be applied for tender condition violations that cause deficiencies in supply with respect to; quality, standards & specifications, short packing & short supply or delayed delivery as per the cabinet decision. **(eg. As in conditions No. 08,05,10,13)**

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

(b) Part B-Special Order Conditions (SOC) of Supply

Note: SOCs are used, when it is really necessary to enable, item/order list specific deviations from the GOC clauses that are applicable to all or selected items in the order list concerned and in which case the relevant order list No. and SR No. s, shall be indicated separately against each clause of SOC, with the counter signature of Director (MSD) to make it effective.

(i) -

(ii) -

(iii) -

Sufficient quantity of samples should be forwarded for evaluation.

Special Conditions

- Suppliers should submit all shipping documents including the Bill of lading or Air Way Bill to SPC at least 2-3 days prior to arrival of the consignments to prevent any delay in clearance.

- In the event of an award made to you on this tender, SPC reserve the right to cancel/suspend the procuring of said order in any stage, if you would be placed the defaulted supplier's list due to quality failure found in your previous supplies made to SPC or non compliance of contractual agreement.

- This bid is administered by the provisions of the "Public Contract Act No. 3 of 1987" and therefore, in the event bidder is to retain an agent, representative, nominee for and on behalf of Bid or shall register himself and such public contact act in accordance with the section 10 of the Public Contract Act and produce such valid original certificate of registration with the bid.

- 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.

- Destination Terminal Handling charges (THC) should be borne by the supplier at the Port of Loading. Hence when the C&F prices are quoted this should be inclusive of THC.

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

- In the event of delivery of consignments deviating from given delivery schedule by MSD due to default of supplier and same is rejected due lack of storage space available at MSD warehouses, any resulting demurrage charges incurred shall be borne by the suppliers concerned.

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

BID NO: DHS/SUS/WW/95/24 CLOSING ON : 01.09.2023 at 9.00 a.m.

ORDER LIST NUMBER: 2024/SPC/N/C/S/00177

ITEM NO	SR NO	ITEM	QTY Nos.	DELIVERY	Bid Bond value (LKR)
3	11402103	Linear Cutter Device, 75mm/80mm length, 4.8mm height (Green), sterile	300	150-Jan/2024 150-Jun/2024	161,750.00
4	11402104	Cartridges for Linear Cutter Device, 75mm/80mm length, 4.8mm height (Green),sterile, should be compatible with SR No:11402103	2500	1250-Jan/2024 1250-Jun/2024	343,150.00

Packing: 1 Nos.

All tenderers should furnish an unconditional Bid Bond encashable on demand to the value mentioned in the item list. Bid Bond should be submitted with valid up to 29.03.2024 together with the tender

1. Page 9 Condition No. 19.b

Registrar of public contracts

This clause should be amended as awards over Sri Lanka rupees Five Million instead of (LKR) Ten Million.

1. Page 10 Condition No. 20. a
   Representative samples in respect of items offered should be submitted to reach SPC on or before the closing time on the closing date of tender and acknowledgement receipt to be obtained from Administration Department of SPC.

Contract:
The successful supplier should agree to enter into a contract/Agreement is applicable normally for awards which are over LKR 500,000.00 instead of 10.0 Million.

Bidding Document Fee- As per the guideline 6.1.1 (a) of the Government Procurement Guidelines 2006.

A non refundable fee of Rs. 12,500.00 + taxes should be paid in cash to SPC for each set of Tender Documents

Amendments of Bidding Document for Procurement of Surgical/Lab items

(1) **Clause 8**

(a) Bid Bonds to be submitted for each item (SR Number) when estimated value of each item exceeds LKR 01 Million.

(b) Value and validity applicable for the submission of Bid Bond for each item should be as indicated therein.

08.2 The Bid Bond should be valid for at least 30 days beyond the validity of the Bid.

(c) To be deleted.

(2) **Clause 12**

Amend as **REIMBURSEMENT**

12.1 Corporation reserves 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 labeling.

(3) **Clause 16.6**

Any request for a price increment due to LKR depreciating against foreign currency will not be accepted and such bid will be rejected at the preliminary stage of bid evaluation.

(4) **Clause 28.0**

Evaluation will be done as per Bid Form (Annex – II B) and Bid Evaluation Summary Sheet. (Annex – II C, to be submitted along with the Bid and a soft copy as per instruction given in www.spc.lk Web Site)

(5) 2nd column of Annex II B amend as "FULL DESCRIPTION OF ITEM OFFERED THE STANDARD & STORAGE CONDITION"

(6) Annex – 1 to be amend as follows.

SPECIMEN OF ANNEX – 1

ANNEX – 1

BID NO/ BID REFERENCE :
(TENDER NO)

DATE OF ISSUE :

CLOSING DATE & TIME :
(SRI LANKAN TIME)

ORDER LIST NO :

SR No	Item Description/ Specifications	Quantity	Delivery Schedule

Amount of Bid Bond : LKR …….. or USD …….. to be submitted along with the Bid Bond valid till …… (date)

Bid validity period : Bid should be valid till …….. (date)

Bid Document Fee : ……
(should be paid in cash to SPC for each set of Bid Documents)

MSD CONDITIONS OF SUPPLY

1.
2.

Abbreviations : SPC ; State Pharmaceuticals Corporation, MSD; Medical Supplies Division

Annex VI

SPECIMEN OF CONTRACT FORM (IB)

STATE PHARMACEUTICALS CORPORATION OF SRI LANKA

(Established under the State Industrial Corporation Act, No. 49 of *1957)*
"Mehewara Piyasa", 16th Floor, No. 41, Kirula Road, Colombo 05,Sri Lanka.
Telephone (00)94-1-326227 or 2391538 Fax: (00)94-11-2446204
E-mail: dgmcomm@spc.lk or managerimp2spc.lk

DEMOCRATIC SOCIALISTREPUBLIC OF SRI LANKA
AGREEMENT

SPC Ref. No Date :
Bid Ref.

This **AGREEMENT** made and entered into between the State Pharmaceuticals Corporation of Sri Lanka, a Corporation established under the State Industrial Corporation Act. No. 49 of 1957 and having its Head Office at "Mehewara Piyasa", 16th Floor, No. 41, Kirula Road, Colombo 05, 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 **FIRST PART**

AND

M/s ……… ..
…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 **SECOND PART.**

AND

M/s ……… ..
…business under the time, style and firm of a company duly registered and carrying business (hereinafter called "the Local Agent" 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 **THIRD PART.**

Whereas the State Pharmaceuticals Corporation has accepted the bid of M/s ………………
……………………………………………………………………………………… for the supply and delivery of………………………………………………………… as per the attached indent for ……………… marked SPC ………………………………………… . Dated ……………………………………… and M/s ………………………………………………………………… will act as local agent of the supplier for all matters arising out of supplies here of.

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. The following documents: -

   (a) Conditions of Contract marked – Annex 1
   (b) Bid Documents marked – Annex 2
   (c) Copy of Indent marked – Annex 3

(hereinafter called ñthe Contract Documentsò) showing and describing the nature and scope of the agreement duly signed by three parties shall be deemed to form and be read and construed as part and partial 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, and the local agent will be responsible for all the matters regarding the supplies which do not confirm to required standard..

The supplier shall be paid for such supply and delivery of the goods according to the Indent marked and in the manner and at the times hereinafter specified.

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

In witness whereof the State Pharmaceuticals Corporation has caused its Common Seal to be affixed and é é é é é é é é é and é é é é é é é é é é . of State Pharmaceuticals Corporation have set their hands and Supplier and the Local Agent has placed its hand/caused its Common Seal to be affixed hereunto and to two other of the same tenor on this é é é é é .20é

The Common Seal of M/s (supplier)é é é é é é é é é é é é é é é é é é ... herein.

1. ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ..

President/Managing Director/C.E.O.

2. ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ..

Director

Witnesses

Signature	Name, Address and ID No./Passport No.
1. é é é é é é é é é é é .	é é é é é é é é é é é é é é é ..
2. é é é é é é é é é é é .	é é é é é é é é é é é é é é é é

The Common Seal of M/s. é é é é é é é é é é é é é é é (Local Agent) herein.

é é é é é é é é é é é é é é é .
President/Managing Director/C.E.O.

é é é é é é é é é é é é é é é .
Director

Witnesses

Signature	Name, Address and ID No./Passport No.
1. é é é é é é é é é é é .	é é é é é é é é é é é é é é é ..
2. é é é é é é é é é é é .	é é é é é é é é é é é é é é é é

CONDITIONS OF CONTRACT

3.FREE REPLACEMENT /REIMBURSEMENT

3.1 SPC reserves the right to call for Free Replacement/Reimbursement in the event of

3.1.1 Short packing
3.1.2 Loss/damage or deterioration of goods supplied (within shelf-life if applicable)
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/or quality standards to the satisfaction of Medical Supplies Division of Sri Lanka/ State Pharmaceuticals Corporation of Sri Lanka.

3.2 In the event of a quality problem, Batch samples would be tested by SPC its authorized personnel at the NMQAL or SPC Quality Assurance Laboratory or any other Quality Assurance Laboratory nominated by SPC or itôs fitness for use will be determined by and expert Committee appointed by the relevant authority.

3.3 **Withdrawal from use of Item due to quality failure.**

a) In case of batch withdrawal due to quality failure, the supplier/ manufacturer shall reimburse the value of entire batch quantity supplied.
b) In case of product withdrawal due to quality failure, the supplier/ manufacturer shall reimburse the value of entire product quantity supplied.
c) In the event of either a) or b) above the supplier/ manufacturer shall be surcharged additional 25% of the total value concerned as administrative cost.

Samples from the available batches will be retained by 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 and the Local Agent agreed to reimburse the SPC the landed cost and an additional 25% surcharge of the total quantity supplied.

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 7 working days of receipt of same in writing. Parties however shall endeavours 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 parties at the respective addresses at the beginning hereof written.

The common seal of State Pharmaceuticals Corporation of Sri Lanka was affixed)

heretoé)
é .)
é .)
é .)

Authorized signatory

Authorized signatory

Witnesses

Signature	Name, Address and ID No
1……..	**……**
2……	**……**

DR/ns

ANNEX – 1

BID NO. : DHS/SUS/WW/96/24
DATE OF ISSUE : 18TH JULY 2023
CLOSING DATE & TIME : 01ST SEPTEMBER 2023 AT 09.00 HOURS SRI LANKA TIME

Special Conditions for tendering :

1. Offers should be accompanied with the valid registration certificate issued by the National Medicine Regulatory Authority in Sri Lanka
2. Offered item should bear both our SR number and the Item number. However at the bid opening only the item numbers will be read out. Therefore price quoted should be shown against each item number.
3. If the shipment is being effected on FCL basis both FOB and Freight charges should be quoted separately against each item in addition to quoted C & F price.
4. The volume of the total quantity of each item should be given in cubic meters (m^3)
5. **Foreign offers should be on C & F (CPT/CFR) Colombo basis. FOB offers are not acceptable. If offers are received on Import & Supply basis from local suppliers, those offers should be in LKR. All local suppliers/manufacturers should quote in LKR for the total delivery price to MSD stores.**
6. **Fax/E-mail offers directly sent to State Pharmaceuticals Corporation are not acceptable. Tenderers are requested to draw their attention to the clause "Submission of Bids" of the bid document in this regard.**
7. 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.
8. The original payment receipt has to be annexed to the offer. Offers without same will be rejected.
9. We reserve the right to reject offers which do not comply above.
10. The offer should be valid up to 28.02.2024

CONDITIONS FOR SUPPLY OF SURGICAL ITEMS

(a) Part A-General Order Conditions (GOC) of Supply

1. The consignments supplied in respect of an order concerned, shall exactly match with the reference sample submitted and the product information (item descriptions, shelf life/warranty where applicable, manufacturer²s name, country of manufacture, country of origin, etc.) provided in the bid document by the supplier, which has been accepted by the procurement committee, and included in the Indent / Purchase Order (PO), issued by SPC.

2. All items shall be supplied, sourcing from the manufacturer and country of manufacturer, stated in the Purchase Order (PO)/Indent of SPC and wherever applicable shall have a valid product registration from NMRA.

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

When the validity of the product/manufacturing licenses and registrations of NMRA (eg; manufacturing license, product registration and GMP certificates), of local manufacturers / local suppliers, lapses during the year or during the period of supply (delivery schedule), it shall be extended / renewed by the supplier.

A certified copies of afore mentioned valid certificates shall be submitted to MSD by the supplier when deliveries are made.

4. The number of batches per consignment shall be minimal. Batch quantity shall be an equal multiple of the quantity of the consignment and the proportionate size of the batch quantity shall be not less than 15% of the quantity in the consignment.

5. If MSD decides to accept consignment, with deviations from certain tender conditions (eg: with regard to labeling/packaging or any other rectifiable defect at the time of receipt in Sri Lanka due to an urgency, that shall be done subject to, either rectifying the defect within 05 working days by the supplier, or recovering the total cost [a] of rectifying the defect by MSD (via a duly contracted third party providing such services), from the supplier with a 25% administrative charge on the labeling cost. (total charge = [a]+[a]x0.25) or 2% of the invoiced value, whichever is the highest.

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

6. The specifications of the product offered by the suppliers in the tender, shall match with the tender specifications for the item and **any form of alternate offers for the same, will not be entertained,** when there are product/s offered in compliance with the tender specification.

Shelf life & Warrantees

7. In respect of Non consumables; laboratory items and surgical items: Manufacturer or supplier or local agent shall provide a warranty for a period, not less than as specified in the specification of the item and /or it²s sub components/articles supplied (eg: Special Instrument sets), unless otherwise agreed upon prior to awarding the tender.

The supplier²s invoice shall indicate, the validity period of the warrantee from the date of receiving goods at MSD and a warrantee card with all details, including the local contact details of warrantee services provider, shall also be inserted in each individual pack.

Foreign suppliers of all such items shall have their own local agent in Sri Lanka, capable of providing technical support, repair and spares, when necessary (**This clause No. 07 is not applicable for all Pharmaceuticals and all Consumable Surgical & Laboratory items)**

8. Freshly manufactured stocks of the product shall be supplied; thereby the residual Shelf Life (shelf life remaining at the time of delivery of goods in Sri Lanka/MSD stores/Sri Lanka) of the product, shall be 85% of the product shelf life specified in Indent/PO or as certified in the product registration certificate or indicated in any other way by NMRA)

(a) When the shelf life is not specified in the indent/PO/item spec; the requested shelf life shall be considered as, 36 months for surgical items. (Shelf life of not applicable for surgical non-consumables) and 24 months for Pharma/Laboratory items. The Difference of the residual and requested product shelf life shall not exceed 1/6th (one sixth) of the original product shelf life.

(b) In the violation of the above tender condition, Director/MSD reserves the right to accept a reduced quantity, that is usable (as per the actual consumption rate) up to three months before the expiry of same and will subject to application of a penalty (as clause No. 37 and footnote 01)

Standards & Quality

9. Standards; In respect of all Pharmaceutical products supplied, shall comply Pharmacopoeia Standards that are indicated in the item specifications, other Pharmacopoeia Standards accepted in the product registration by the National Medicines Regulatory Authority.

10. As per the product registration dossier approved by NMRA, the product information leaflet (PIL) for the Pharmaceuticals items and the user manual/instruction pamphlet for surgical items. With information to users regarding the; storage conditions, maintenance, and other product compatibilities, shall be provided with the product, for acceptance of goods by MSD.

Any product deficient of or incompatible with, its sub-components/accessories, not at the specified quality standards or all its components not unitized appropriately in packaging (as a set) shall be rejected.

11. Withdrawal from use of items due to quality failure found as manufacturer²s/Supplier²s fault:

(a). In case of batch withdrawal, **value of entire batch quantity supplied** shall be recovered from the supplier.

(b).In case of product withdrawal, **value of entire product quantity** supplied shall be recovered from the supplier.

(c). In the event of either a) or b) above, supplier shall be charged the total **cost involved for MSD, of the quality failed supplies** with 25% administrative charge of the same**.**

12. The storage conditions and the packing requirements of the product shall conform to the information given by the manufacturer and accepted by NMRA for the product registration or shall conform to the information submitted for waiver of registration granted by NMRA in exceptional circumstances.(refer clause No.24)

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

13. Immediately after delivery at MSD, the consignments shall be subjected to testing appropriately drawn, one random batch sample (Post-delivery sample) of the consignment at a government/semi-government/accredited laboratory (to be selectively applied for Surgical & Lab items, depending on availability of testing methodology and facilities)

If the sample is found to be substandard, random batch samples will be tested from all the batches/lots in the consignment, and entire expenses on such tests, like value of samples, transport, sampling and testing charges, etc, will be recovered from the supplier.

14. Consignments supplied to MSD violating the storage conditions indicated on product labels and/or product information leaflet (as accepted for product registration at NMRA), shall be considered as quality affected consignments and quality assurance of such consignments shall be carried out by post-delivery testing at government / semi government laboratory in Sri Lanka or at an accredited laboratory (foreign/local). All the expenses on such an event, including storage cost shall be borne by the supplier. If found to be quality affected the consignment will be treated as quality failed (as clause No.11).

15. **Pack size, Labeling & Packaging**

Offers for pack sizes at a lower level(smaller quantity per pack) than the pack size specified in the item description/specification and MSD order List, are also acceptable, but higher level (larger quantity per pack) pack sizes will not be entertained unless otherwise offered with the original bid and accepted by the procurement committee, with the concurrence of MSD.

16. In respect of bulk packs (not applicable for blister/strip packs), ³DHS´ mark shall be ;
(a). embossed or printed in case of tablets
(b). printed in case of capsules

Above condition can be waved off, if the purchase order quantity is less than 100,000 tablets/capsules, with deliveries in one/more lots **or** when an exemption is notified in the special order conditions of the relevant MSD order list (**This clause No. 16 is not applicable for all consumable and Non consumable Surgical and Laboratory Items)**

17. Each; innermost pack, vial/ampoule, pre-filled syringe or bottle, shall bear the item Description, SR No, Batch No/Lot no., Product Reference/Catalogue Nos of Surgical items), Date of Manufacture, Date of Expiry (of consumables only) and ³STATE LOGO´ of Government of Sri Lanka.

It is essential to include and exactly match the dates of Expiry (not applicable for Surgical Non-consumables) & date of Manufacture (in any form as ³Year & Month´ or ³No Exp.´), in the innermost pack and supplier²s invoice.

18. Description of the Item, SR No, Date of Manufacture, Date of Expiry, Batch No, Name and address of manufacturer and ³STATE LOGO´ of Sri Lanka Government shall be clearly marked on the outer covering of the individual/innermost pack containing the minimum unit of measure, including blister & strip cards and on the outer cover of the carton/box.
Any deviations of the Date of Manufacture (DOM)/ Date of Expiry(DOE)declared in the offer shall be approved by MSD and DOM & DOE shall consist of at least the year & month.

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

20. Batch Number of the product shall be separately Barcoded (in Code 128 or 2D formats) and Barcode shall be printed on the labels at all levels of packing as described below, conforming to the industry standards in Barcode printing and pasting.
Format shall be according to Code 128 or 2D standards.
Maximum barcode size shall be 5.0cm (length) x 2.5cm (width).

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

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

Storage Conditions & Temperature

22. If the storage temperature & conditions are not specified in the item specification, NMRA accepted product storage conditions, shall conform to Sri Lankan ambient storage conditions in the ranges of 30^0c +/- 2^0c temperature and 75% +/-5% relative humidity. The product storage conditions shall be clearly indicated at all levels of labels/packages/boxes.

23. Maintenance of Cold Chain;

a. In case of cold storage items, cold chain monitors (temperature recording devices) shall be included for each carton and the cold chain shall be maintained according to the manufacturer²s instructions during storage, transport and delivery.

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

c. If the cold chain break is observed at the time of taking over the consignments by MSD, such consignments shall be rejected, indicating the reason on the relevant **WDN or copy of the delivery documents.** In such an event, the SPC shall arrange necessary cold storage for the consignment until ±observed cold chain break² is investigated leading to acceptance / total rejection of consignment and the expenses born by MSD / SPC in arranging the cold storage shall be recovered from the supplier.

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

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

24. In respect of the products requiring controlled temperature storage (Eg. < 25^0c, 2-25^0c, 15-20^0c/30^0c, 2-8^0c etc.), supplier shall provide MSD with latest product stability study reports with the invoice of the consignment.(report shall include studies; at 30^0c +/- 2^0c & 75% +/- 5% RH for **AC stored** items and at 25^0c +/- 2^0c & 60% +/- 5% RH for **Cold stored** items. It shall be a true copy of the latest report submitted to NMRA or a report issued within last 05 years). (refer clause No.12)

Delivery Requirements

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

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

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

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

(a). A penalty of 0.5% per day of the consignment value, calculated commencing from the 15th day up to 60th day delay from the due delivery date, as per the indent/PO or its² latest amended delivery schedules.

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

28. (i). If any local purchases were to be made by MSD/SPC to ensure continuity of supply (due to noncompliance of Indent/PO/its² amended; delivery schedule); in the ensuing period inclusive of the grace period for delivery from due delivery date, extra expenditure incurred on such local purchases, over the landed cost of relevant SPC main order, shall be recovered from the supplier.

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

29. In respect of local manufacturers/ local suppliers, all deliveries shall be made only on week days excluding public holidays, also allowing adequate time to enable the completion of the receiving process at MSD stores before 3.30 p.m. In the event of failure to meet this deadline due to supplier²s fault (eg. In delivery; time, product, document, etc.) goods shall be accepted on the following working day, such date shall be counted for working out penalties as per No. 27 (regarding defaulted consignment) of the conditions of supply.
As an alternative, supplier can request MSD to take over the consignment on the same day, subject to settling all other expenses (i.e. staff OT, forklift charge, etc.) of MSD, by the supplier.

30. The extension of L/C²s overstepping delivery schedules in the Indent/PO/its² amendments, shall not in any way affect the recovery of late delivery charges, as per Condition No. 27 (regarding defaulted consignments) and any other direct or indirect additional costs/liquidated damages, relating/consequent to extension of L/C.

31. When adequate storage space is not available at MSD, to accept a delivery defaulted consignment (deviating from the delivery schedule in the Indent/PO/its² amendments) under the condition No. 27, any additional expenses caused to MSD or SPC in arranging temporary external storage and other expenses (eg. demurrage, detention, container storage, re-handling cum transport, etc.) shall be borne by the supplier.

Documents & Information

32. MSD Order No, Item Description, SR No, Batch No., Date of Manufacture, Date of Expiry and product Storage Condition, shall be indicated in all Supply Invoices and detailed Packing Lists.

33. One of the tender samples of the selected bid shall be forwarded to MSD, for using as a reference sample (can make it; a part of the last consignment or a returnable to supplier) for checking the conformity of the consignments received under the indent/PO. (applicable for all surgical items and laboratory regular items except when specified in respective order lists).

The product artwork or dimensional detail diagrams, product Catalogues and Catalog No²s, as necessary for the surgical items (**not relevant to pharmaceutical & Laboratory items)** shall be provided with the bid document, for reference in the; tender evaluation by SPC, ascertaining (before awarding) user acceptance of deviations from the spec by MSD and inspecting the consignments delivered to MSD.

The artwork of the; specimen labels, minimum pack and outer most box/shipper carton, that satisfies the above mentioned labeling conditions shall be provided before signing the contract with the performance bond.

34 The supplier shall submit all shipping documents to (Including Bills of Lading / Draft Air Way Bills etc.) SPC Imports department and MSD by e-mail (**follow instructions in website www.msd.gov.lk**), at least 03 days before the Expected Time of Arrival (ETA) of sea freighted consignments & 02 days before the ETA of Air freighted consignments.

35. After releasing the Indent/PO or establishing L/C, the latest logistical position of manufacturing & supply on the Indent/PO, shall be updated biweekly through e-mails to SPC with a copy to MSD by the supplier.(follow instructions in the website www.msd.gov.lk)
If it is not complied or the information so provided are found to be incomplete/false, the grace period (for supply delays) mentioned in the condition No. 27 will not be applicable.

Common conditions

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

37. Administrative surcharge of 25%(on the value of goods), will be applied for tender condition violations that cause deficiencies in supply with respect to; quality, standards & specifications, short packing & short supply or delayed delivery as per the cabinet decision. **(eg. As in conditions No. 08,05,10,13)**

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

(b) Part B-Special Order Conditions (SOC) of Supply

Note: SOCs are used, when it is really necessary to enable, item/order list specific deviations from the GOC clauses that are applicable to all or selected items in the order list concerned and in which case the relevant order list No. and SR No. s, shall be indicated separately against each clause of SOC, with the counter signature of Director (MSD) to make it effective.

(i) -

(ii) -

(iii) -

Sufficient quantity of samples should be forwarded for evaluation.

Special Conditions

- Suppliers should submit all shipping documents including the Bill of lading or Air Way Bill to SPC at least 2-3 days prior to arrival of the consignments to prevent any delay in clearance.

- In the event of an award made to you on this tender, SPC reserve the right to cancel/suspend the procuring of said order in any stage, if you would be placed the defaulted supplier's list due to quality failure found in your previous supplies made to SPC or non compliance of contractual agreement.

- This bid is administered by the provisions of the "Public Contract Act No. 3 of 1987" and therefore, in the event bidder is to retain an agent, representative, nominee for and on behalf of Bid or shall register himself and such public contact act in accordance with the section 10 of the Public Contract Act and produce such valid original certificate of registration with the bid.

- 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.

- Destination Terminal Handling charges (THC) should be borne by the supplier at the Port of Loading. Hence when the C&F prices are quoted this should be inclusive of THC.

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

- In the event of delivery of consignments deviating from given delivery schedule by MSD due to default of supplier and same is rejected due lack of storage space available at MSD warehouses, any resulting demurrage charges incurred shall be borne by the suppliers concerned.

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

BID NO: DHS/SUS/WW/96/24 CLOSING ON : 01.09.2023 at 9.00 a.m.

ORDER LIST NUMBER: 2024/SPC/N/C/S/00209

ITEM NO	SR NO	ITEM	QTY Nos.	DELIVERY	Bid Bond value (LKR)
13	10300703	Surgical Suture, Non absorbable Monofilament Polypropylene Suture BP/USP Standard or Equivalent Standards, Gauge size 4/0, 75cm-90cm length with each end attached to a 13mm (approx.) half circle round bodied taper point needle (double arm) and sterile. Each sterile suture packed individually in peel open foil and peel/tear open over wrap and labeled accordingly for cardiothoracic use	5000	2500-Jan/2024 2500-Jun/2024	41,200.00
25	10500913	Surgical Suture, Non-absorbable Braided Coated Polyester Suture BP/USP Standard or Equivalent Standards, Gauge size 2/0, green, 75cm (approx.) length, each end attached to a 24mm - 26mm half circle round bodied taper point eyeless needle (double arm) , sterile.	3500	750-Jan/2024 750-Jun/2024	20,700.00

Packing: 1 Nos.

All tenderers should furnish an unconditional Bid Bond encashable on demand to the value mentioned in the item list. Bid Bond should be submitted with valid up to 29.03.2024 together with the tender

1. Page 9 Condition No. 19.b

Registrar of public contracts

This clause should be amended as awards over Sri Lanka rupees Five Million instead of (LKR) Ten Million.

1. Page 10 Condition No. 20. a
   Representative samples in respect of items offered should be submitted to reach SPC on or before the closing time on the closing date of tender and acknowledgement receipt to be obtained from Administration Department of SPC.

Contract:
The successful supplier should agree to enter into a contract/Agreement is applicable normally for awards which are over LKR 500,000.00 instead of 10.0 Million.

Bidding Document Fee- As per the guideline 6.1.1 (a) of the Government Procurement Guidelines 2006.

A non refundable fee of Rs. 3,000.00 + taxes should be paid in cash to SPC for each set of Tender Documents

Amendments of Bidding Document for Procurement of Surgical/Lab items

(1) **Clause 8**

(a) Bid Bonds to be submitted for each item (SR Number) when estimated value of each item exceeds LKR 01 Million.

(b) Value and validity applicable for the submission of Bid Bond for each item should be as indicated therein.

08.2 The Bid Bond should be valid for at least 30 days beyond the validity of the Bid.

(c) To be deleted.

(2) **Clause 12**

Amend as **REIMBURSEMENT**

12.1 Corporation reserves 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 labeling.

(3) **Clause 16.6**

Any request for a price increment due to LKR depreciating against foreign currency will not be accepted and such bid will be rejected at the preliminary stage of bid evaluation.

(4) **Clause 28.0**

Evaluation will be done as per Bid Form (Annex – II B) and Bid Evaluation Summary Sheet. (Annex – II C, to be submitted along with the Bid and a soft copy as per instruction given in www.spc.lk Web Site)

(5) 2nd column of Annex II B amend as "FULL DESCRIPTION OF ITEM OFFERED THE STANDARD & STORAGE CONDITION"

(6) Annex – 1 to be amend as follows.

SPECIMEN OF ANNEX – 1

ANNEX – 1

BID NO/ BID REFERENCE :
(TENDER NO)

DATE OF ISSUE :

CLOSING DATE & TIME :
(SRI LANKAN TIME)

ORDER LIST NO :

SR No	Item Description/ Specifications	Quantity	Delivery Schedule

Amount of Bid Bond : LKR …….. or USD …….. to be submitted along with the Bid Bond valid till …… (date)

Bid validity period : Bid should be valid till …….. (date)

Bid Document Fee : ……
(should be paid in cash to SPC for each set of Bid Documents)

MSD CONDITIONS OF SUPPLY

1.
2.

Abbreviations : SPC ; State Pharmaceuticals Corporation, MSD; Medical Supplies Division

Annex VI

SPECIMEN OF CONTRACT FORM (IB)

STATE PHARMACEUTICALS CORPORATION OF SRI LANKA

(Established under the State Industrial Corporation Act, No. 49 of *1957)*
"Mehewara Piyasa", 16th Floor, No. 41, Kirula Road, Colombo 05,Sri Lanka.
Telephone (00)94-1-326227 or 2391538 Fax: (00)94-11-2446204
E-mail: dgmcomm@spc.lk or managerimp2spc.lk

DEMOCRATIC SOCIALISTREPUBLIC OF SRI LANKA
AGREEMENT

SPC Ref. No   Date :
Bid Ref.

This **AGREEMENT** made and entered into between the State Pharmaceuticals Corporation of Sri Lanka, a Corporation established under the State Industrial Corporation Act. No. 49 of 1957 and having its Head Office at "Mehewara Piyasa", 16th Floor, No. 41, Kirula Road, Colombo 05, 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 **FIRST PART**

AND

M/s …………………………………………………………………………………………………….. …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 **SECOND PART.**

AND

M/s …………………………………………………………………………………………………….. …business under the time, style and firm of a company duly registered and carrying business (hereinafter called "the Local Agent" 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 **THIRD PART.**

Whereas the State Pharmaceuticals Corporation has accepted the bid of M/s ……………… ……………………………………………………………………………… for the supply and delivery of………………………………………………………… as per the attached indent for ……………… marked SPC …………………………………. Dated …………………………………… and M/s ………………………………………………………… will act as local agent of the supplier for all matters arising out of supplies here of.

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. The following documents: -

   (a) Conditions of Contract marked – Annex 1
   (b) Bid Documents marked – Annex 2
   (c) Copy of Indent marked – Annex 3

(hereinafter called ñthe Contract Documentsò) showing and describing the nature and scope of the agreement duly signed by three parties shall be deemed to form and be read and construed as part and partial 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, and the local agent will be responsible for all the matters regarding the supplies which do not confirm to required standard..

The supplier shall be paid for such supply and delivery of the goods according to the Indent marked and in the manner and at the times hereinafter specified.

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

In witness whereof the State Pharmaceuticals Corporation has caused its Common Seal to be affixed and é é é é é é é é é and é é é é é é é é é é . of State Pharmaceuticals Corporation have set their hands and Supplier and the Local Agent has placed its hand/caused its Common Seal to be affixed hereunto and to two other of the same tenor on this é é é é é .20é

The Common Seal of M/s (supplier)é é é é é é é é é é é é é é é é é é ... herein.

1. ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ..

President/Managing Director/C.E.O.

2. ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ..

Director

Witnesses

Signature	Name, Address and ID No./Passport No.
1. é é é é é é é é é é é .	é é é é é é é é é é é é é é é ..
2. é é é é é é é é é é é .	é é é é é é é é é é é é é é é é

The Common Seal of M/s. é é é é é é é é é é é é é é é (Local Agent) herein.

é é é é é é é é é é é é é é é .
President/Managing Director/C.E.O.

é é é é é é é é é é é é é é é .
Director

Witnesses

Signature	Name, Address and ID No./Passport No.
1. é é é é é é é é é é é .	é é é é é é é é é é é é é é é ..
2. é é é é é é é é é é é .	é é é é é é é é é é é é é é é é

CONDITIONS OF CONTRACT

3.FREE REPLACEMENT /REIMBURSEMENT

3.1 SPC reserves the right to call for Free Replacement/Reimbursement in the event of

3.1.1 Short packing
3.1.2 Loss/damage or deterioration of goods supplied (within shelf-life if applicable)
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/or quality standards to the satisfaction of Medical Supplies Division of Sri Lanka/ State Pharmaceuticals Corporation of Sri Lanka.

3.2 In the event of a quality problem, Batch samples would be tested by SPC its authorized personnel at the NMQAL or SPC Quality Assurance Laboratory or any other Quality Assurance Laboratory nominated by SPC or its fitness for use will be determined by and expert Committee appointed by the relevant authority.

3.3 **Withdrawal from use of Item due to quality failure.**

a) In case of batch withdrawal due to quality failure, the supplier/ manufacturer shall reimburse the value of entire batch quantity supplied.
b) In case of product withdrawal due to quality failure, the supplier/ manufacturer shall reimburse the value of entire product quantity supplied.
c) In the event of either a) or b) above the supplier/ manufacturer shall be surcharged additional 25% of the total value concerned as administrative cost.

Samples from the available batches will be retained by 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 and the Local Agent agreed to reimburse the SPC the landed cost and an additional 25% surcharge of the total quantity supplied.

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 7 working days of receipt of same in writing. Parties however shall endeavours 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 parties at the respective addresses at the beginning hereof written.

The common seal of State Pharmaceuticals Corporation of Sri Lanka was affixed)

hereto é)
é .)
é .)
é .)

Authorized signatory

Authorized signatory

Witnesses

Signature Name, Address and ID No

1…….. ……

2…… ……

KM/ns

ANNEX – 1

BID NO. : DHS/SUS/WW/97/24
DATE OF ISSUE : 18TH JULY 2023
CLOSING DATE & TIME : 01ST SEPTEMBER 2023 AT 09.00 HOURS SRI LANKA TIME

Special Conditions for tendering :

1. Offers should be accompanied with the valid registration certificate issued by the National Medicine Regulatory Authority in Sri Lanka
2. Offered item should bear both our SR number and the Item number. However at the bid opening only the item numbers will be read out. Therefore price quoted should be shown against each item number.
3. If the shipment is being effected on FCL basis both FOB and Freight charges should be quoted separately against each item in addition to quoted C & F price.
4. The volume of the total quantity of each item should be given in cubic meters (m^3)
5. **Foreign offers should be on C & F (CPT/CFR) Colombo basis. FOB offers are not acceptable. If offers are received on Import & Supply basis from local suppliers, those offers should be in LKR. All local suppliers/manufacturers should quote in LKR for the total delivery price to MSD stores.**
6. **Fax/E-mail offers directly sent to State Pharmaceuticals Corporation are not acceptable. Tenderers are requested to draw their attention to the clause "Submission of Bids" of the bid document in this regard.**
7. 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.
8. The original payment receipt has to be annexed to the offer. Offers without same will be rejected.
9. We reserve the right to reject offers which do not comply above.
10. The offer should be valid up to 28.02.2024

CONDITIONS FOR SUPPLY OF SURGICAL ITEMS

(a) Part A-General Order Conditions (GOC) of Supply

1. The consignments supplied in respect of an order concerned, shall exactly match with the reference sample submitted and the product information (item descriptions, shelf life/warranty where applicable, manufacturer²s name, country of manufacture, country of origin, etc.) provided in the bid document by the supplier, which has been accepted by the procurement committee, and included in the Indent / Purchase Order (PO), issued by SPC.

2. All items shall be supplied, sourcing from the manufacturer and country of manufacturer, stated in the Purchase Order (PO)/Indent of SPC and wherever applicable shall have a valid product registration from NMRA.

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

When the validity of the product/manufacturing licenses and registrations of NMRA (eg; manufacturing license, product registration and GMP certificates), of local manufacturers / local suppliers, lapses during the year or during the period of supply (delivery schedule), it shall be extended / renewed by the supplier.

A certified copies of afore mentioned valid certificates shall be submitted to MSD by the supplier when deliveries are made.

4. The number of batches per consignment shall be minimal. Batch quantity shall be an equal multiple of the quantity of the consignment and the proportionate size of the batch quantity shall be not less than 15% of the quantity in the consignment.

5. If MSD decides to accept consignment, with deviations from certain tender conditions (eg: with regard to labeling/packaging or any other rectifiable defect at the time of receipt in Sri Lanka due to an urgency, that shall be done subject to, either rectifying the defect within 05 working days by the supplier, or recovering the total cost [a] of rectifying the defect by MSD (via a duly contracted third party providing such services), from the supplier with a 25% administrative charge on the labeling cost. (total charge = [a]+[a]x0.25) or 2% of the invoiced value, whichever is the highest.

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

6. The specifications of the product offered by the suppliers in the tender, shall match with the tender specifications for the item and **any form of alternate offers for the same, will not be entertained,** when there are product/s offered in compliance with the tender specification.

Shelf life & Warrantees

7. In respect of Non consumables; laboratory items and surgical items: Manufacturer or supplier or local agent shall provide a warranty for a period, not less than as specified in the specification of the item and /or it²s sub components/articles supplied (eg: Special Instrument sets), unless otherwise agreed upon prior to awarding the tender.

The supplier²s invoice shall indicate, the validity period of the warrantee from the date of receiving goods at MSD and a warrantee card with all details, including the local contact details of warrantee services provider, shall also be inserted in each individual pack.

Foreign suppliers of all such items shall have their own local agent in Sri Lanka, capable of providing technical support, repair and spares, when necessary (**This clause No. 07 is not applicable for all Pharmaceuticals and all Consumable Surgical & Laboratory items)**

8. Freshly manufactured stocks of the product shall be supplied; thereby the residual Shelf Life (shelf life remaining at the time of delivery of goods in Sri Lanka/MSD stores/Sri Lanka) of the product, shall be 85% of the product shelf life specified in Indent/PO or as certified in the product registration certificate or indicated in any other way by NMRA)

(a) When the shelf life is not specified in the indent/PO/item spec; the requested shelf life shall be considered as, 36 months for surgical items. (Shelf life of not applicable for surgical non-consumables) and 24 months for Pharma/Laboratory items. The Difference of the residual and requested product shelf life shall not exceed 1/6th (one sixth) of the original product shelf life.

(b) In the violation of the above tender condition, Director/MSD reserves the right to accept a reduced quantity, that is usable (as per the actual consumption rate) up to three months before the expiry of same and will subject to application of a penalty (as clause No. 37 and footnote 01)

Standards & Quality

9. Standards; In respect of all Pharmaceutical products supplied, shall comply Pharmacopoeia Standards that are indicated in the item specifications, other Pharmacopoeia Standards accepted in the product registration by the National Medicines Regulatory Authority.

10. As per the product registration dossier approved by NMRA, the product information leaflet (PIL) for the Pharmaceuticals items and the user manual/instruction pamphlet for surgical items. With information to users regarding the; storage conditions, maintenance, and other product compatibilities, shall be provided with the product, for acceptance of goods by MSD.

Any product deficient of or incompatible with, its sub-components/accessories, not at the specified quality standards or all its components not unitized appropriately in packaging (as a set) shall be rejected.

11. Withdrawal from use of items due to quality failure found as manufacturer²s/Supplier²s fault:

(a). In case of batch withdrawal, **value of entire batch quantity supplied** shall be recovered from the supplier.

(b).In case of product withdrawal, **value of entire product quantity** supplied shall be recovered from the supplier.

(c). In the event of either a) or b) above, supplier shall be charged the total **cost involved for MSD, of the quality failed supplies** with 25% administrative charge of the same**.**

12. The storage conditions and the packing requirements of the product shall conform to the information given by the manufacturer and accepted by NMRA for the product registration or shall conform to the information submitted for waiver of registration granted by NMRA in exceptional circumstances.(refer clause No.24)

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

13. Immediately after delivery at MSD, the consignments shall be subjected to testing appropriately drawn, one random batch sample (Post-delivery sample) of the consignment at a government/semi-government/accredited laboratory (to be selectively applied for Surgical & Lab items, depending on availability of testing methodology and facilities)

If the sample is found to be substandard, random batch samples will be tested from all the batches/lots in the consignment, and entire expenses on such tests, like value of samples, transport, sampling and testing charges, etc, will be recovered from the supplier.

14. Consignments supplied to MSD violating the storage conditions indicated on product labels and/or product information leaflet (as accepted for product registration at NMRA), shall be considered as quality affected consignments and quality assurance of such consignments shall be carried out by post-delivery testing at government / semi government laboratory in Sri Lanka or at an accredited laboratory (foreign/local). All the expenses on such an event, including storage cost shall be borne by the supplier. If found to be quality affected the consignment will be treated as quality failed (as clause No.11).

15. **Pack size, Labeling & Packaging**

Offers for pack sizes at a lower level(smaller quantity per pack) than the pack size specified in the item description/specification and MSD order List, are also acceptable, but higher level (larger quantity per pack) pack sizes will not be entertained unless otherwise offered with the original bid and accepted by the procurement committee, with the concurrence of MSD.

16. In respect of bulk packs (not applicable for blister/strip packs), ³DHS´ mark shall be ;
(a). embossed or printed in case of tablets
(b). printed in case of capsules

Above condition can be waved off, if the purchase order quantity is less than 100,000 tablets/capsules, with deliveries in one/more lots **or** when an exemption is notified in the special order conditions of the relevant MSD order list (**This clause No. 16 is not applicable for all consumable and Non consumable Surgical and Laboratory Items)**

17. Each; innermost pack, vial/ampoule, pre-filled syringe or bottle, shall bear the item Description, SR No, Batch No/Lot no., Product Reference/Catalogue Nos of Surgical items), Date of Manufacture, Date of Expiry (of consumables only) and ³STATE LOGO´ of Government of Sri Lanka.

It is essential to include and exactly match the dates of Expiry (not applicable for Surgical Non-consumables) & date of Manufacture (in any form as ³Year & Month´ or ³No Exp.´), in the innermost pack and supplier²s invoice.

18. Description of the Item, SR No, Date of Manufacture, Date of Expiry, Batch No, Name and address of manufacturer and ³STATE LOGO´ of Sri Lanka Government shall be clearly marked on the outer covering of the individual/innermost pack containing the minimum unit of measure, including blister & strip cards and on the outer cover of the carton/box.
Any deviations of the Date of Manufacture (DOM)/ Date of Expiry(DOE)declared in the offer shall be approved by MSD and DOM & DOE shall consist of at least the year & month.

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

20. Batch Number of the product shall be separately Barcoded (in Code 128 or 2D formats) and Barcode shall be printed on the labels at all levels of packing as described below, conforming to the industry standards in Barcode printing and pasting.
Format shall be according to Code 128 or 2D standards.
Maximum barcode size shall be 5.0cm (length) x 2.5cm (width).

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

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

Storage Conditions & Temperature

22. If the storage temperature & conditions are not specified in the item specification, NMRA accepted product storage conditions, shall conform to Sri Lankan ambient storage conditions in the ranges of 30^0c +/- 2^0c temperature and 75% +/-5% relative humidity. The product storage conditions shall be clearly indicated at all levels of labels/packages/boxes.

23. Maintenance of Cold Chain;

a. In case of cold storage items, cold chain monitors (temperature recording devices) shall be included for each carton and the cold chain shall be maintained according to the manufacturer²s instructions during storage, transport and delivery.

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

c. If the cold chain break is observed at the time of taking over the consignments by MSD, such consignments shall be rejected, indicating the reason on the relevant **WDN or copy of the delivery documents.** In such an event, the SPC shall arrange necessary cold storage for the consignment until ±observed cold chain break² is investigated leading to acceptance / total rejection of consignment and the expenses born by MSD / SPC in arranging the cold storage shall be recovered from the supplier.

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

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

24. In respect of the products requiring controlled temperature storage (Eg. < 25^0c, 2-25^0c, 15-20^0c/30^0c, 2-8^0c etc.), supplier shall provide MSD with latest product stability study reports with the invoice of the consignment.(report shall include studies; at 30^0c +/- 2^0c & 75% +/- 5% RH for **AC stored** items and at 25^0c +/- 2^0c & 60% +/- 5% RH for **Cold stored** items. It shall be a true copy of the latest report submitted to NMRA or a report issued within last 05 years). (refer clause No.12)

Delivery Requirements

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

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

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

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

(a). A penalty of 0.5% per day of the consignment value, calculated commencing from the 15th day up to 60th day delay from the due delivery date, as per the indent/PO or its² latest amended delivery schedules.

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

28. (i). If any local purchases were to be made by MSD/SPC to ensure continuity of supply (due to noncompliance of Indent/PO/its² amended; delivery schedule); in the ensuing period inclusive of the grace period for delivery from due delivery date, extra expenditure incurred on such local purchases, over the landed cost of relevant SPC main order, shall be recovered from the supplier.

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

29. In respect of local manufacturers/ local suppliers, all deliveries shall be made only on week days excluding public holidays, also allowing adequate time to enable the completion of the receiving process at MSD stores before 3.30 p.m. In the event of failure to meet this deadline due to supplier²s fault (eg. In delivery; time, product, document, etc.) goods shall be accepted on the following working day, such date shall be counted for working out penalties as per No. 27 (regarding defaulted consignment) of the conditions of supply.
As an alternative, supplier can request MSD to take over the consignment on the same day, subject to settling all other expenses (i.e. staff OT, forklift charge, etc.) of MSD, by the supplier.

30. The extension of L/C²s overstepping delivery schedules in the Indent/PO/its² amendments, shall not in any way affect the recovery of late delivery charges, as per Condition No. 27 (regarding defaulted consignments) and any other direct or indirect additional costs/liquidated damages, relating/consequent to extension of L/C.

31. When adequate storage space is not available at MSD, to accept a delivery defaulted consignment (deviating from the delivery schedule in the Indent/PO/its² amendments) under the condition No. 27, any additional expenses caused to MSD or SPC in arranging temporary external storage and other expenses (eg. demurrage, detention, container storage, re-handling cum transport, etc.) shall be borne by the supplier.

Documents & Information

32. MSD Order No, Item Description, SR No, Batch No., Date of Manufacture, Date of Expiry and product Storage Condition, shall be indicated in all Supply Invoices and detailed Packing Lists.

33. One of the tender samples of the selected bid shall be forwarded to MSD, for using as a reference sample (can make it; a part of the last consignment or a returnable to supplier) for checking the conformity of the consignments received under the indent/PO. (applicable for all surgical items and laboratory regular items except when specified in respective order lists).

The product artwork or dimensional detail diagrams, product Catalogues and Catalog No²s, as necessary for the surgical items (**not relevant to pharmaceutical & Laboratory items)** shall be provided with the bid document, for reference in the; tender evaluation by SPC, ascertaining (before awarding) user acceptance of deviations from the spec by MSD and inspecting the consignments delivered to MSD.

The artwork of the; specimen labels, minimum pack and outer most box/shipper carton, that satisfies the above mentioned labeling conditions shall be provided before signing the contract with the performance bond.

34 The supplier shall submit all shipping documents to (Including Bills of Lading / Draft Air Way Bills etc.) SPC Imports department and MSD by e-mail (**follow instructions in website www.msd.gov.lk**), at least 03 days before the Expected Time of Arrival (ETA) of sea freighted consignments & 02 days before the ETA of Air freighted consignments.

35. After releasing the Indent/PO or establishing L/C, the latest logistical position of manufacturing & supply on the Indent/PO, shall be updated biweekly through e-mails to SPC with a copy to MSD by the supplier.(follow instructions in the website www.msd.gov.lk)
If it is not complied or the information so provided are found to be incomplete/false, the grace period (for supply delays) mentioned in the condition No. 27 will not be applicable.

Common conditions

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

37. Administrative surcharge of 25%(on the value of goods), will be applied for tender condition violations that cause deficiencies in supply with respect to; quality, standards & specifications, short packing & short supply or delayed delivery as per the cabinet decision. **(eg. As in conditions No. 08,05,10,13)**

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

(b) Part B-Special Order Conditions (SOC) of Supply

Note: SOCs are used, when it is really necessary to enable, item/order list specific deviations from the GOC clauses that are applicable to all or selected items in the order list concerned and in which case the relevant order list No. and SR No. s, shall be indicated separately against each clause of SOC, with the counter signature of Director (MSD) to make it effective.

(i) -

(ii) -

(iii) -

Sufficient quantity of samples should be forwarded for evaluation.

Special Conditions

- Suppliers should submit all shipping documents including the Bill of lading or Air Way Bill to SPC at least 2-3 days prior to arrival of the consignments to prevent any delay in clearance.

- In the event of an award made to you on this tender, SPC reserve the right to cancel/suspend the procuring of said order in any stage, if you would be placed the defaulted supplier's list due to quality failure found in your previous supplies made to SPC or non compliance of contractual agreement.

- This bid is administered by the provisions of the "Public Contract Act No. 3 of 1987" and therefore, in the event bidder is to retain an agent, representative, nominee for and on behalf of Bid or shall register himself and such public contact act in accordance with the section 10 of the Public Contract Act and produce such valid original certificate of registration with the bid.

- 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.

- Destination Terminal Handling charges (THC) should be borne by the supplier at the Port of Loading. Hence when the C&F prices are quoted this should be inclusive of THC.

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

- In the event of delivery of consignments deviating from given delivery schedule by MSD due to default of supplier and same is rejected due lack of storage space available at MSD warehouses, any resulting demurrage charges incurred shall be borne by the suppliers concerned.

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

BID NO: DHS/SUS/WW/97/24 CLOSING ON : 01.09.2023 at 9.00 a.m.

ORDER LIST NUMBER: 2024/SPC/N/C/S/00250

ITEM NO	SR NO	ITEM	QTY Nos.	DELIVERY	Bid Bond value (LKR)
20	12601414	6 HOLES, Proximal Tibial Locking Plate 4.5mm, 6 holes x 118mm long, for right leg, stainless steel.	900	500-Jan/2024 400-May/2024	74,270.00
21	12601415	8 HOLES, Proximal Tibial Locking Plate 4.5mm, 8 holes x 154mm long, for right leg, stainless steel.	690	390-Jan/2024 300-May/2024	56,920.00
22	12601416	10 HOLES, Proximal Tibial Locking Plate 4.5mm, 10 holes x 190mm long, for right leg, stainless steel.	670	370-Jan/2024 300-May/2024	59,500.00
25	12601419	6 HOLES, Proximal Tibial Locking Plate 4.5mm, 6 holes x 118mm long, for left leg, stainless steel.	930	500-Jan/2024 430-May/2024	76,750.00
26	12601420	8 HOLES, Proximal Tibial Locking Plate 4.5mm, 8 holes x 154mm long, for left leg, stainless steel.	650	350-Jan/2024 300-May/2024	73,620.00
27	12601421	10 HOLES, Proximal Tibial Locking Plate 4.5mm, 10 holes x 190mm long, for left leg, stainless steel.	390	390-Mar/2024	34,650.00

Packing: 1 set

All tenderers should furnish an unconditional Bid Bond encashable on demand to the value mentioned in the item list. Bid Bond should be submitted with valid up to 29.03.2024 together with the tender

1. Page 9 Condition No. 19.b

Registrar of public contracts

This clause should be amended as awards over Sri Lanka rupees Five Million instead of (LKR) Ten Million.

1. Page 10 Condition No. 20. a
   Representative samples in respect of items offered should be submitted to reach SPC on or before the closing time on the closing date of tender and acknowledgement receipt to be obtained from Administration Department of SPC.

Contract:
The successful supplier should agree to enter into a contract/Agreement is applicable normally for awards which are over LKR 500,000.00 instead of 10.0 Million.

Bidding Document Fee- As per the guideline 6.1.1 (a) of the Government Procurement Guidelines 2006.

A non refundable fee of Rs. 12,500.00 + taxes should be paid in cash to SPC for each set of Tender Documents

Amendments of Bidding Document for Procurement of Surgical/Lab items

(1) **Clause 8**

(a) Bid Bonds to be submitted for each item (SR Number) when estimated value of each item exceeds LKR 01 Million.

(b) Value and validity applicable for the submission of Bid Bond for each item should be as indicated therein.

08.2 The Bid Bond should be valid for at least 30 days beyond the validity of the Bid.

(c) To be deleted.

(2) **Clause 12**

Amend as **REIMBURSEMENT**

12.1 Corporation reserves 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 labeling.

(3) **Clause 16.6**

Any request for a price increment due to LKR depreciating against foreign currency will not be accepted and such bid will be rejected at the preliminary stage of bid evaluation.

(4) **Clause 28.0**

Evaluation will be done as per Bid Form (Annex – II B) and Bid Evaluation Summary Sheet. (Annex – II C, to be submitted along with the Bid and a soft copy as per instruction given in www.spc.lk Web Site)

(5) 2nd column of Annex II B amend as "FULL DESCRIPTION OF ITEM OFFERED THE STANDARD & STORAGE CONDITION"

(6) Annex – 1 to be amend as follows.

SPECIMEN OF ANNEX – 1

ANNEX – 1

BID NO/ BID REFERENCE :
(TENDER NO)

DATE OF ISSUE :

CLOSING DATE & TIME :
(SRI LANKAN TIME)

ORDER LIST NO :

SR No	Item Description/ Specifications	Quantity	Delivery Schedule

Amount of Bid Bond : LKR …….. or USD …….. to be submitted along with the Bid Bond valid till …… (date)

Bid validity period : Bid should be valid till …….. (date)

Bid Document Fee : ……
(should be paid in cash to SPC for each set of Bid Documents)

MSD CONDITIONS OF SUPPLY

1.
2.

Abbreviations : SPC ; State Pharmaceuticals Corporation, MSD; Medical Supplies Division

Annex VI

SPECIMEN OF CONTRACT FORM (IB)

STATE PHARMACEUTICALS CORPORATION OF SRI LANKA

(Established under the State Industrial Corporation Act, No. 49 of *1957)*
ñMehewara Piyasaò, 16th Floor, No. 41, Kirula Road, Colombo 05,Sri Lanka.
Telephone (00)94-1-326227 or 2391538 Fax: (00)94-11-2446204
E-mail: dgmcomm@spc.lk or managerimp2spc.lk

DEMOCRATIC SOCIALISTREPUBLIC OF SRI LANKA
AGREEMENT

SPC Ref. No Date :
Bid Ref.

This **AGREEMENT** made and entered into between the State Pharmaceuticals Corporation of Sri Lanka, a Corporation established under the State Industrial Corporation Act. No. 49 of 1957 and having its Head Office at ñMehewara Piyasaò, 16th Floor, No. 41, Kirula Road, Colombo 05, Sri Lanka (hereinafter called the ñSPCò which term or expression shall mean and include the said State Pharmaceuticals Corporation and its successors and permitted assigns) of the **FIRST PART**

AND

M/s é ..
…business under the time, style and firm of a company duly registered and carrying business (hereinafter called ñthe supplierò 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 **SECOND PART.**

AND

M/s é ..
…business under the time, style and firm of a company duly registered and carrying business (hereinafter called ñthe Local Agentò 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 **THIRD PART.**

Whereas the State Pharmaceuticals Corporation has accepted the bid of M/s é é é é é é
é for the supply and delivery
ofé as per the attached indent for é é é é é é marked
SPC é é é é é é é é é é é é é . Dated é é é é é é é é é é é é é and M/s
é will act as local agent of the supplier for all matters arising out of supplies here of.

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. The following documents: -

   (a) Conditions of Contract marked ï Annex 1
   (b) Bid Documents marked ï Annex 2
   (c) Copy of Indent marked ï Annex 3

(hereinafter called ñthe Contract Documentsò) showing and describing the nature and scope of the agreement duly signed by three parties shall be deemed to form and be read and construed as part and partial 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, and the local agent will be responsible for all the matters regarding the supplies which do not confirm to required standard..

The supplier shall be paid for such supply and delivery of the goods according to the Indent marked and in the manner and at the times hereinafter specified.

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

In witness whereof the State Pharmaceuticals Corporation has caused its Common Seal to be affixed and é é é é é é é é é and é é é é é é é é é é . of State Pharmaceuticals Corporation have set their hands and Supplier and the Local Agent has placed its hand/caused its Common Seal to be affixed hereunto and to two other of the same tenor on this é é é é é .20é

The Common Seal of M/s (supplier)é é é é é é é é é é é é é é é é é é ... herein.

1. ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ..

President/Managing Director/C.E.O.

2. ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ..

Director

Witnesses

Signature	Name, Address and ID No./Passport No.
1. é é é é é é é é é é é .	é é é é é é é é é é é é é é é ..
2. é é é é é é é é é é é .	é é é é é é é é é é é é é é é é

The Common Seal of M/s. é é é é é é é é é é é é é é é (Local Agent) herein.

é é é é é é é é é é é é é é é .
President/Managing Director/C.E.O.

é é é é é é é é é é é é é é é .
Director

Witnesses

Signature	Name, Address and ID No./Passport No.
1. é é é é é é é é é é é .	é é é é é é é é é é é é é é é ..
2. é é é é é é é é é é é .	é é é é é é é é é é é é é é é é

CONDITIONS OF CONTRACT

3.FREE REPLACEMENT /REIMBURSEMENT

3.1 SPC reserves the right to call for Free Replacement/Reimbursement in the event of

3.1.1 Short packing
3.1.2 Loss/damage or deterioration of goods supplied (within shelf-life if applicable)
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/or quality standards to the satisfaction of Medical Supplies Division of Sri Lanka/ State Pharmaceuticals Corporation of Sri Lanka.

3.2 In the event of a quality problem, Batch samples would be tested by SPC its authorized personnel at the NMQAL or SPC Quality Assurance Laboratory or any other Quality Assurance Laboratory nominated by SPC or its fitness for use will be determined by and expert Committee appointed by the relevant authority.

3.3 **Withdrawal from use of Item due to quality failure.**

a) In case of batch withdrawal due to quality failure, the supplier/ manufacturer shall reimburse the value of entire batch quantity supplied.
b) In case of product withdrawal due to quality failure, the supplier/ manufacturer shall reimburse the value of entire product quantity supplied.
c) In the event of either a) or b) above the supplier/ manufacturer shall be surcharged additional 25% of the total value concerned as administrative cost.

Samples from the available batches will be retained by 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 and the Local Agent agreed to reimburse the SPC the landed cost and an additional 25% surcharge of the total quantity supplied.

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 7 working days of receipt of same in writing. Parties however shall endeavours 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 parties at the respective addresses at the beginning hereof written.

The common seal of State Pharmaceuticals Corporation of Sri Lanka was affixed)

hereto é)
é .)
é .)
é .)

Authorized signatory

Authorized signatory

Witnesses

Signature Name, Address and ID No

1…….. ……

2…… ……

RD/ns

ANNEX – 1

BID NO. : DHS/SUS/WW/98/24
DATE OF ISSUE : 18TH JULY 2023
CLOSING DATE & TIME : 01ST SEPTEMBER 2023 AT 09.00 HOURS SRI LANKA TIME

Special Conditions for tendering :

1. Offers should be accompanied with the valid registration certificate issued by the National Medicine Regulatory Authority in Sri Lanka
2. Offered item should bear both our SR number and the Item number. However at the bid opening only the item numbers will be read out. Therefore price quoted should be shown against each item number.
3. If the shipment is being effected on FCL basis both FOB and Freight charges should be quoted separately against each item in addition to quoted C & F price.
4. The volume of the total quantity of each item should be given in cubic meters (m^3)
5. **Foreign offers should be on C & F (CPT/CFR) Colombo basis. FOB offers are not acceptable. If offers are received on Import & Supply basis from local suppliers, those offers should be in LKR. All local suppliers/manufacturers should quote in LKR for the total delivery price to MSD stores.**
6. **Fax/E-mail offers directly sent to State Pharmaceuticals Corporation are not acceptable. Tenderers are requested to draw their attention to the clause "Submission of Bids" of the bid document in this regard.**
7. 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.
8. The original payment receipt has to be annexed to the offer. Offers without same will be rejected.
9. We reserve the right to reject offers which do not comply above.
10. The offer should be valid up to 28.02.2024.

CONDITIONS FOR SUPPLY OF SURGICAL ITEMS

(a) Part A-General Order Conditions (GOC) of Supply

1. The consignments supplied in respect of an order concerned, shall exactly match with the reference sample submitted and the product information (item descriptions, shelf life/warranty where applicable, manufacturer²s name, country of manufacture, country of origin, etc.) provided in the bid document by the supplier, which has been accepted by the procurement committee, and included in the Indent / Purchase Order (PO), issued by SPC.

2. All items shall be supplied, sourcing from the manufacturer and country of manufacturer, stated in the Purchase Order (PO)/Indent of SPC and wherever applicable shall have a valid product registration from NMRA.

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

When the validity of the product/manufacturing licenses and registrations of NMRA (eg; manufacturing license, product registration and GMP certificates), of local manufacturers / local suppliers, lapses during the year or during the period of supply (delivery schedule), it shall be extended / renewed by the supplier.

A certified copies of afore mentioned valid certificates shall be submitted to MSD by the supplier when deliveries are made.

4. The number of batches per consignment shall be minimal. Batch quantity shall be an equal multiple of the quantity of the consignment and the proportionate size of the batch quantity shall be not less than 15% of the quantity in the consignment.

5. If MSD decides to accept consignment, with deviations from certain tender conditions (eg: with regard to labeling/packaging or any other rectifiable defect at the time of receipt in Sri Lanka due to an urgency, that shall be done subject to, either rectifying the defect within 05 working days by the supplier, or recovering the total cost [a] of rectifying the defect by MSD (via a duly contracted third party providing such services), from the supplier with a 25% administrative charge on the labeling cost. (total charge = [a]+[a]x0.25) or 2% of the invoiced value, whichever is the highest.

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

6. The specifications of the product offered by the suppliers in the tender, shall match with the tender specifications for the item and **any form of alternate offers for the same, will not be entertained,** when there are product/s offered in compliance with the tender specification.

Shelf life & Warrantees

7. In respect of Non consumables; laboratory items and surgical items: Manufacturer or supplier or local agent shall provide a warranty for a period, not less than as specified in the specification of the item and /or it²s sub components/articles supplied (eg: Special Instrument sets), unless otherwise agreed upon prior to awarding the tender.

The supplier²s invoice shall indicate, the validity period of the warrantee from the date of receiving goods at MSD and a warrantee card with all details, including the local contact details of warrantee services provider, shall also be inserted in each individual pack.

Foreign suppliers of all such items shall have their own local agent in Sri Lanka, capable of providing technical support, repair and spares, when necessary (**This clause No. 07 is not applicable for all Pharmaceuticals and all Consumable Surgical & Laboratory items)**

8. Freshly manufactured stocks of the product shall be supplied; thereby the residual Shelf Life (shelf life remaining at the time of delivery of goods in Sri Lanka/MSD stores/Sri Lanka) of the product, shall be 85% of the product shelf life specified in Indent/PO or as certified in the product registration certificate or indicated in any other way by NMRA)

(a) When the shelf life is not specified in the indent/PO/item spec; the requested shelf life shall be considered as, 36 months for surgical items. (Shelf life of not applicable for surgical non-consumables) and 24 months for Pharma/Laboratory items. The Difference of the residual and requested product shelf life shall not exceed 1/6th (one sixth) of the original product shelf life.

(b) In the violation of the above tender condition, Director/MSD reserves the right to accept a reduced quantity, that is usable (as per the actual consumption rate) up to three months before the expiry of same and will subject to application of a penalty (as clause No. 37 and footnote 01)

Standards & Quality

9. Standards; In respect of all Pharmaceutical products supplied, shall comply Pharmacopoeia Standards that are indicated in the item specifications, other Pharmacopoeia Standards accepted in the product registration by the National Medicines Regulatory Authority.

10. As per the product registration dossier approved by NMRA, the product information leaflet (PIL) for the Pharmaceuticals items and the user manual/instruction pamphlet for surgical items. With information to users regarding the; storage conditions, maintenance, and other product compatibilities, shall be provided with the product, for acceptance of goods by MSD.

Any product deficient of or incompatible with, its sub-components/accessories, not at the specified quality standards or all its components not unitized appropriately in packaging (as a set) shall be rejected.

11. Withdrawal from use of items due to quality failure found as manufacturer²s/Supplier²s fault:

(a). In case of batch withdrawal, **value of entire batch quantity supplied** shall be recovered from the supplier.

(b).In case of product withdrawal, **value of entire product quantity** supplied shall be recovered from the supplier.

(c). In the event of either a) or b) above, supplier shall be charged the total **cost involved for MSD, of the quality failed supplies** with 25% administrative charge of the same**.**

12. The storage conditions and the packing requirements of the product shall conform to the information given by the manufacturer and accepted by NMRA for the product registration or shall conform to the information submitted for waiver of registration granted by NMRA in exceptional circumstances.(refer clause No.24)

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

13. Immediately after delivery at MSD, the consignments shall be subjected to testing appropriately drawn, one random batch sample (Post-delivery sample) of the consignment at a government/semi-government/accredited laboratory (to be selectively applied for Surgical & Lab items, depending on availability of testing methodology and facilities)

If the sample is found to be substandard, random batch samples will be tested from all the batches/lots in the consignment, and entire expenses on such tests, like value of samples, transport, sampling and testing charges, etc, will be recovered from the supplier.

14. Consignments supplied to MSD violating the storage conditions indicated on product labels and/or product information leaflet (as accepted for product registration at NMRA), shall be considered as quality affected consignments and quality assurance of such consignments shall be carried out by post-delivery testing at government / semi government laboratory in Sri Lanka or at an accredited laboratory (foreign/local). All the expenses on such an event, including storage cost shall be borne by the supplier. If found to be quality affected the consignment will be treated as quality failed (as clause No.11).

15. **Pack size, Labeling & Packaging**

Offers for pack sizes at a lower level(smaller quantity per pack) than the pack size specified in the item description/specification and MSD order List, are also acceptable, but higher level (larger quantity per pack) pack sizes will not be entertained unless otherwise offered with the original bid and accepted by the procurement committee, with the concurrence of MSD.

16. In respect of bulk packs (not applicable for blister/strip packs), ³DHS´ mark shall be ;
(a). embossed or printed in case of tablets
(b). printed in case of capsules

Above condition can be waved off, if the purchase order quantity is less than 100,000 tablets/capsules, with deliveries in one/more lots **or** when an exemption is notified in the special order conditions of the relevant MSD order list (**This clause No. 16 is not applicable for all consumable and Non consumable Surgical and Laboratory Items)**

17. Each; innermost pack, vial/ampoule, pre-filled syringe or bottle, shall bear the item Description, SR No, Batch No/Lot no., Product Reference/Catalogue Nos of Surgical items), Date of Manufacture, Date of Expiry (of consumables only) and ³STATE LOGO´ of Government of Sri Lanka.

It is essential to include and exactly match the dates of Expiry (not applicable for Surgical Non-consumables) & date of Manufacture (in any form as ³Year & Month´ or ³No Exp.´), in the innermost pack and supplier²s invoice.

18. Description of the Item, SR No, Date of Manufacture, Date of Expiry, Batch No, Name and address of manufacturer and ³STATE LOGO´ of Sri Lanka Government shall be clearly marked on the outer covering of the individual/innermost pack containing the minimum unit of measure, including blister & strip cards and on the outer cover of the carton/box.
Any deviations of the Date of Manufacture (DOM)/ Date of Expiry(DOE)declared in the offer shall be approved by MSD and DOM & DOE shall consist of at least the year & month.

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

20. Batch Number of the product shall be separately Barcoded (in Code 128 or 2D formats) and Barcode shall be printed on the labels at all levels of packing as described below, conforming to the industry standards in Barcode printing and pasting.
Format shall be according to Code 128 or 2D standards.
Maximum barcode size shall be 5.0cm (length) x 2.5cm (width).

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

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

Storage Conditions & Temperature

22. If the storage temperature & conditions are not specified in the item specification, NMRA accepted product storage conditions, shall conform to Sri Lankan ambient storage conditions in the ranges of 30^0c +/- 2^0c temperature and 75% +/-5% relative humidity. The product storage conditions shall be clearly indicated at all levels of labels/packages/boxes.

23. Maintenance of Cold Chain;

a. In case of cold storage items, cold chain monitors (temperature recording devices) shall be included for each carton and the cold chain shall be maintained according to the manufacturer²s instructions during storage, transport and delivery.

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

c. If the cold chain break is observed at the time of taking over the consignments by MSD, such consignments shall be rejected, indicating the reason on the relevant **WDN or copy of the delivery documents.** In such an event, the SPC shall arrange necessary cold storage for the consignment until ±observed cold chain break² is investigated leading to acceptance / total rejection of consignment and the expenses born by MSD / SPC in arranging the cold storage shall be recovered from the supplier.

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

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

24. In respect of the products requiring controlled temperature storage (Eg. < 25^0c, 2-25^0c, 15-20^0c/30^0c, 2-8^0c etc.), supplier shall provide MSD with latest product stability study reports with the invoice of the consignment.(report shall include studies; at 30^0c +/- 2^0c & 75% +/- 5% RH for **AC stored** items and at 25^0c +/- 2^0c & 60% +/- 5% RH for **Cold stored** items. It shall be a true copy of the latest report submitted to NMRA or a report issued within last 05 years). (refer clause No.12)

Delivery Requirements

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

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

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

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

(a). A penalty of 0.5% per day of the consignment value, calculated commencing from the 15th day up to 60th day delay from the due delivery date, as per the indent/PO or its² latest amended delivery schedules.

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

28. (i). If any local purchases were to be made by MSD/SPC to ensure continuity of supply (due to noncompliance of Indent/PO/its² amended; delivery schedule); in the ensuing period inclusive of the grace period for delivery from due delivery date, extra expenditure incurred on such local purchases, over the landed cost of relevant SPC main order, shall be recovered from the supplier.

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

29. In respect of local manufacturers/ local suppliers, all deliveries shall be made only on week days excluding public holidays, also allowing adequate time to enable the completion of the receiving process at MSD stores before 3.30 p.m. In the event of failure to meet this deadline due to supplier²s fault (eg. In delivery; time, product, document, etc.) goods shall be accepted on the following working day, such date shall be counted for working out penalties as per No. 27 (regarding defaulted consignment) of the conditions of supply.
As an alternative, supplier can request MSD to take over the consignment on the same day, subject to settling all other expenses (i.e. staff OT, forklift charge, etc.) of MSD, by the supplier.

30. The extension of L/C²s overstepping delivery schedules in the Indent/PO/its² amendments, shall not in any way affect the recovery of late delivery charges, as per Condition No. 27 (regarding defaulted consignments) and any other direct or indirect additional costs/liquidated damages, relating/consequent to extension of L/C.

31. When adequate storage space is not available at MSD, to accept a delivery defaulted consignment (deviating from the delivery schedule in the Indent/PO/its² amendments) under the condition No. 27, any additional expenses caused to MSD or SPC in arranging temporary external storage and other expenses (eg. demurrage, detention, container storage, re-handling cum transport, etc.) shall be borne by the supplier.

Documents & Information

32. MSD Order No, Item Description, SR No, Batch No., Date of Manufacture, Date of Expiry and product Storage Condition, shall be indicated in all Supply Invoices and detailed Packing Lists.

33. One of the tender samples of the selected bid shall be forwarded to MSD, for using as a reference sample (can make it; a part of the last consignment or a returnable to supplier) for checking the conformity of the consignments received under the indent/PO. (applicable for all surgical items and laboratory regular items except when specified in respective order lists).

The product artwork or dimensional detail diagrams, product Catalogues and Catalog No²s, as necessary for the surgical items (**not relevant to pharmaceutical & Laboratory items)** shall be provided with the bid document, for reference in the; tender evaluation by SPC, ascertaining (before awarding) user acceptance of deviations from the spec by MSD and inspecting the consignments delivered to MSD.

The artwork of the; specimen labels, minimum pack and outer most box/shipper carton, that satisfies the above mentioned labeling conditions shall be provided before signing the contract with the performance bond.

34 The supplier shall submit all shipping documents to (Including Bills of Lading / Draft Air Way Bills etc.) SPC Imports department and MSD by e-mail (**follow instructions in website www.msd.gov.lk**), at least 03 days before the Expected Time of Arrival (ETA) of sea freighted consignments & 02 days before the ETA of Air freighted consignments.

35. After releasing the Indent/PO or establishing L/C, the latest logistical position of manufacturing & supply on the Indent/PO, shall be updated biweekly through e-mails to SPC with a copy to MSD by the supplier.(follow instructions in the website www.msd.gov.lk)
If it is not complied or the information so provided are found to be incomplete/false, the grace period (for supply delays) mentioned in the condition No. 27 will not be applicable.

Common conditions

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

37. Administrative surcharge of 25%(on the value of goods), will be applied for tender condition violations that cause deficiencies in supply with respect to; quality, standards & specifications, short packing & short supply or delayed delivery as per the cabinet decision. **(eg. As in conditions No. 08,05,10,13)**

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

(b) Part B-Special Order Conditions (SOC) of Supply

Note: SOCs are used, when it is really necessary to enable, item/order list specific deviations from the GOC clauses that are applicable to all or selected items in the order list concerned and in which case the relevant order list No. and SR No. s, shall be indicated separately against each clause of SOC, with the counter signature of Director (MSD) to make it effective.

(i) -

(ii) -

(iii) -

Sufficient quantity of samples should be forwarded for evaluation.

Special Conditions

- Suppliers should submit all shipping documents including the Bill of lading or Air Way Bill to SPC at least 2-3 days prior to arrival of the consignments to prevent any delay in clearance.

- In the event of an award made to you on this tender, SPC reserve the right to cancel/suspend the procuring of said order in any stage, if you would be placed the defaulted supplier's list due to quality failure found in your previous supplies made to SPC or non compliance of contractual agreement.

- This bid is administered by the provisions of the "Public Contract Act No. 3 of 1987" and therefore, in the event bidder is to retain an agent, representative, nominee for and on behalf of Bid or shall register himself and such public contact act in accordance with the section 10 of the Public Contract Act and produce such valid original certificate of registration with the bid.

- 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.

- Destination Terminal Handling charges (THC) should be borne by the supplier at the Port of Loading. Hence when the C&F prices are quoted this should be inclusive of THC.

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

- In the event of delivery of consignments deviating from given delivery schedule by MSD due to default of supplier and same is rejected due lack of storage space available at MSD warehouses, any resulting demurrage charges incurred shall be borne by the suppliers concerned.

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

BID NO: DHS/SUS/WW/98/24 CLOSING ON : 01.09.2023 at 9.00 a.m.

ORDER LIST NUMBER: 2024/SPC/N/C/S/00181

ITEM NO	SR NO	ITEM	QTY Nos.	DELIVERY	Bid Bond value (LKR)
1	10000503	Surgical Suture,polyglactin 910, Coated, Braided, Absorbable Synthetic Surgical Suture BP/USP Standard or Equivalent standards, Gauge size 6/0,45cm-75cm length attached to a 13mm (approx.) half circle round bodied taper point needle.Each sterile suture packed individually in peel open foil and peel/tear open over wrap and labeled accordingly.	900	450-Jan/2024 450-Jun/2024	N/A
4	10000609	Surgical Suture, polyglactin 910,Coated, Braided, Absorbable Synthetic Surgical Suture BP/USP Standard or Equivalent standards, Gauge size 5/0,45cm-75cm length attached to a 13mm (approx.) half circle round bodied taper cut needle and sterile. Each sterile packed individually in peel open foil and peel/tear open over wrap and labelled accordingly.	3,000	1,500-Jan/2024 1,500-Jun/2024	N/A
6	10100202	Absorbable Synthetic Surgical Suture, Monofilament Glyconate BP/USP standard or Equivalent standard, size 4/0, 45-75cm length attached to a 24mm - 26mm half circle reverse cutting needle, sterile.	3,000	1,500-Jan/2024 1,500-Jun/2024	N/A
8	10300306	Surgical Suture, Non absorbable Monofilament Polypropylene Suture BP/USP Standard or Equivalent Standards, Gauge size 8/0,30-40cm length with attached to a 6.5mm (approx.) 3/8 circle, round bodied, taper point, needle and sterile.Each sterile suture packed individually in peel open foil and peel/tear open over wrap and labeled accordingly.(for plastic surgery)	2,000	1,000-Jan/2024 1,000-Jun/2024	35,600.00
10	10300503	Surgical Suture, Non absorbable Monofilament Polypropylene Suture BP/USP Standard or Equivalent Standards,Gauge size 6/0,blue,75cm-90cm length with attached to a 8mm(approx.) 3/8 circle round bodied 220 microns needle and sterile.Each sterile suture packed individually in peel open foil and peel/tear open over wrap and labeled accordingly.	2,000	1,000-Jan/2024 1,000-Jun/2024	54,750.00

12	10300513	Surgical Suture, Non absorbable Monofilament Polypropylene Suture BP/USP Standard or Equivalent Standards, Gauge size 6/0, 30cm-45cm length attached to a 13mm (approx.) 3/8 circle reverse cutting prime needle and sterile. Each sterile suture packed individually in peel open foil and peel/tear open over wrap and labelled accordingly.	5,000	2,500- Jan/2024 2,500- Jun/2024	125,350.00
23	10400608	Surgical Suture, Non absorbable Monofilament Polyamide Suture BP/USP Standard or Equivalent Standards, Gauge size 5/0, 45cm length with attached to a 13-16mm ,3/8 circle Reverse cutting- Prime Needle (single arm) sterile. Each sterile suture packed individually in peel open foil and peel/tear open over wrap and labeled accordingly (for plastic surgery).	2,000	1,000- Jan/2024 1,000- Jun/2024	N/A
24	10400702	Surgical Suture, Non absorbable Monofilament Polyamide Suture BP/USP Standard or Equivalent Standards, Gauge size 4/0, 60-75cm length with attached to a 19-20mm ,3/8 circle Reverse cutting- Prime Needle sterile. Each sterile suture packed individually in peel open foil and peel/tear open over wrap and labeled accordingly(for plastic surgery).	12,000	6,000- Jan/2024 6,000- Jun/2024	36,000.00
25	10400807	Surgical Suture, Non absorbable Monofilament Polyamide Suture BP/USP Standard or Equivalent Standards, Gauge size 3/0, 45cm length with attached to a 20-24mm ,3/8 circle Reverse cutting- Prime Needle sterile. Each sterile suture packed individually in peel open foil and peel/tear open over wrap and labeled accordingly(for plastic surgery).	50,000	25,000- Jan/2024 25,000- Jun/2024	18,000.00

Packing: 1 Nos.

All tenderers should furnish an unconditional Bid Bond encashable on demand to the value mentioned in the item list. Bid Bond should be submitted with valid up to 29.03.2024 together with the tender

1. Page 9 Condition No. 19.b

Registrar of public contracts

This clause should be amended as awards over Sri Lanka rupees Five Million instead of (LKR) Ten Million.

1. Page 10 Condition No. 20. a
   Representative samples in respect of items offered should be submitted to reach SPC on or before the closing time on the closing date of tender and acknowledgement receipt to be obtained from Administration Department of SPC.

Contract:
The successful supplier should agree to enter into a contract/Agreement is applicable normally for awards which are over LKR 500,000.00 instead of 10.0 Million.

Bidding Document Fee- As per the guideline 6.1.1 (a) of the Government Procurement Guidelines 2006.

A non refundable fee of Rs. 12,500.00 + taxes should be paid in cash to SPC for each set of Tender Documents

Amendments of Bidding Document for Procurement of Surgical/Lab items

(1) **Clause 8**

(a) Bid Bonds to be submitted for each item (SR Number) when estimated value of each item exceeds LKR 01 Million.

(b) Value and validity applicable for the submission of Bid Bond for each item should be as indicated therein.

08.2 The Bid Bond should be valid for at least 30 days beyond the validity of the Bid.

(c) To be deleted.

(2) **Clause 12**

Amend as **REIMBURSEMENT**

12.1 Corporation reserves 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 labeling.

(3) **Clause 16.6**

Any request for a price increment due to LKR depreciating against foreign currency will not be accepted and such bid will be rejected at the preliminary stage of bid evaluation.

(4) **Clause 28.0**

Evaluation will be done as per Bid Form (Annex – II B) and Bid Evaluation Summary Sheet. (Annex – II C, to be submitted along with the Bid and a soft copy as per instruction given in www.spc.lk Web Site)

(5) 2nd column of Annex II B amend as "FULL DESCRIPTION OF ITEM OFFERED THE STANDARD & STORAGE CONDITION"

(6) Annex – 1 to be amend as follows.

SPECIMEN OF ANNEX – 1

ANNEX – 1

BID NO/ BID REFERENCE :
(TENDER NO)

DATE OF ISSUE :

CLOSING DATE & TIME :
(SRI LANKAN TIME)

ORDER LIST NO :

SR No	Item Description/ Specifications	Quantity	Delivery Schedule

Amount of Bid Bond : LKR …….. or USD …….. to be submitted along with the Bid Bond valid till …… (date)

Bid validity period : Bid should be valid till …….. (date)

Bid Document Fee : ……
(should be paid in cash to SPC for each set of Bid Documents)

MSD CONDITIONS OF SUPPLY

1.
2.

Abbreviations : SPC ; State Pharmaceuticals Corporation, MSD; Medical Supplies Division

Annex VI

SPECIMEN OF CONTRACT FORM (IB)

STATE PHARMACEUTICALS CORPORATION OF SRI LANKA

(Established under the State Industrial Corporation Act, No. 49 of *1957)*
"Mehewara Piyasa", 16th Floor, No. 41, Kirula Road, Colombo 05,Sri Lanka.
Telephone (00)94-1-326227 or 2391538 Fax: (00)94-11-2446204
E-mail: dgmcomm@spc.lk or managerimp2spc.lk

DEMOCRATIC SOCIALISTREPUBLIC OF SRI LANKA
AGREEMENT

SPC Ref. No Date :
Bid Ref.

This **AGREEMENT** made and entered into between the State Pharmaceuticals Corporation of Sri Lanka, a Corporation established under the State Industrial Corporation Act. No. 49 of 1957 and having its Head Office at "Mehewara Piyasa", 16th Floor, No. 41, Kirula Road, Colombo 05, 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 **FIRST PART**

AND

M/s …………………………………………………………………………………..
…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 **SECOND PART.**

AND

M/s …………………………………………………………………………………..
…business under the time, style and firm of a company duly registered and carrying business (hereinafter called "the Local Agent" 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 **THIRD PART.**

Whereas the State Pharmaceuticals Corporation has accepted the bid of M/s ………………………………………………………………………… for the supply and delivery of…………………………………………… as per the attached indent for ………… marked SPC ………………………… . Dated ………………………… and M/s …………………………………………… will act as local agent of the supplier for all matters arising out of supplies here of.

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. The following documents: -

   (a) Conditions of Contract marked – Annex 1
   (b) Bid Documents marked – Annex 2
   (c) Copy of Indent marked – Annex 3

(hereinafter called ñthe Contract Documentsò) showing and describing the nature and scope of the agreement duly signed by three parties shall be deemed to form and be read and construed as part and partial 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, and the local agent will be responsible for all the matters regarding the supplies which do not confirm to required standard..

The supplier shall be paid for such supply and delivery of the goods according to the Indent marked and in the manner and at the times hereinafter specified.

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

In witness whereof the State Pharmaceuticals Corporation has caused its Common Seal to be affixed and é é é é é é é é é and é é é é é é é é é é . of State Pharmaceuticals Corporation have set their hands and Supplier and the Local Agent has placed its hand/caused its Common Seal to be affixed hereunto and to two other of the same tenor on this é é é é é .20é

The Common Seal of M/s (supplier)é é é é é é é é é é é é é é é é é é ... herein.

1. ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ..

President/Managing Director/C.E.O.

2. ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ..

Director

Witnesses

Signature	Name, Address and ID No./Passport No.
1. é é é é é é é é é é é .	é é é é é é é é é é é é é é é ..
2. é é é é é é é é é é é .	é é é é é é é é é é é é é é é é

The Common Seal of M/s. é é é é é é é é é é é é é é é (Local Agent) herein.

é é é é é é é é é é é é é é é .
President/Managing Director/C.E.O.

é é é é é é é é é é é é é é é .
Director

Witnesses

Signature	Name, Address and ID No./Passport No.
1. é é é é é é é é é é é .	é é é é é é é é é é é é é é é ..
2. é é é é é é é é é é é .	é é é é é é é é é é é é é é é é

CONDITIONS OF CONTRACT

3.FREE REPLACEMENT /REIMBURSEMENT

3.1 SPC reserves the right to call for Free Replacement/Reimbursement in the event of

3.1.1 Short packing
3.1.2 Loss/damage or deterioration of goods supplied (within shelf-life if applicable)
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/or quality standards to the satisfaction of Medical Supplies Division of Sri Lanka/ State Pharmaceuticals Corporation of Sri Lanka.

3.2 In the event of a quality problem, Batch samples would be tested by SPC its authorized personnel at the NMQAL or SPC Quality Assurance Laboratory or any other Quality Assurance Laboratory nominated by SPC or its fitness for use will be determined by and expert Committee appointed by the relevant authority.

3.3 **Withdrawal from use of Item due to quality failure.**

a) In case of batch withdrawal due to quality failure, the supplier/ manufacturer shall reimburse the value of entire batch quantity supplied.
b) In case of product withdrawal due to quality failure, the supplier/ manufacturer shall reimburse the value of entire product quantity supplied.
c) In the event of either a) or b) above the supplier/ manufacturer shall be surcharged additional 25% of the total value concerned as administrative cost.

Samples from the available batches will be retained by 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 and the Local Agent agreed to reimburse the SPC the landed cost and an additional 25% surcharge of the total quantity supplied.

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 7 working days of receipt of same in writing. Parties however shall endeavours 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 parties at the respective addresses at the beginning hereof written.

The common seal of State Pharmaceuticals Corporation of Sri Lanka was affixed)

hereto é) é .) é .) é .)

Authorized signatory

Authorized signatory

Witnesses

Signature Name, Address and ID No

1…….. ……

2…… ……

KM/ns

ANNEX – 1

BID NO. : DHS/SUS/WW/99/24
DATE OF ISSUE : 18TH JULY 2023
CLOSING DATE & TIME : 01ST SEPTEMBER 2023 AT 09.00 HOURS SRI LANKA TIME

Special Conditions for tendering :

1. Offers should be accompanied with the valid registration certificate issued by the National Medicine Regulatory Authority in Sri Lanka
2. Offered item should bear both our SR number and the Item number. However at the bid opening only the item numbers will be read out. Therefore price quoted should be shown against each item number.
3. If the shipment is being effected on FCL basis both FOB and Freight charges should be quoted separately against each item in addition to quoted C & F price.
4. The volume of the total quantity of each item should be given in cubic meters (m^3)
5. **Foreign offers should be on C & F (CPT/CFR) Colombo basis. FOB offers are not acceptable. If offers are received on Import & Supply basis from local suppliers, those offers should be in LKR. All local suppliers/manufacturers should quote in LKR for the total delivery price to MSD stores.**
6. **Fax/E-mail offers directly sent to State Pharmaceuticals Corporation are not acceptable. Tenderers are requested to draw their attention to the clause "Submission of Bids" of the bid document in this regard.**
7. 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.
8. The original payment receipt has to be annexed to the offer. Offers without same will be rejected.
9. We reserve the right to reject offers which do not comply above.
10. The offer should be valid up to 28.02.2024

CONDITIONS FOR SUPPLY OF SURGICAL ITEMS

(a) Part A-General Order Conditions (GOC) of Supply

1. The consignments supplied in respect of an order concerned, shall exactly match with the reference sample submitted and the product information (item descriptions, shelf life/warranty where applicable, manufacturer²s name, country of manufacture, country of origin, etc.) provided in the bid document by the supplier, which has been accepted by the procurement committee, and included in the Indent / Purchase Order (PO), issued by SPC.

2. All items shall be supplied, sourcing from the manufacturer and country of manufacturer, stated in the Purchase Order (PO)/Indent of SPC and wherever applicable shall have a valid product registration from NMRA.

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

When the validity of the product/manufacturing licenses and registrations of NMRA (eg; manufacturing license, product registration and GMP certificates), of local manufacturers / local suppliers, lapses during the year or during the period of supply (delivery schedule), it shall be extended / renewed by the supplier.

A certified copies of afore mentioned valid certificates shall be submitted to MSD by the supplier when deliveries are made.

4. The number of batches per consignment shall be minimal. Batch quantity shall be an equal multiple of the quantity of the consignment and the proportionate size of the batch quantity shall be not less than 15% of the quantity in the consignment.

5. If MSD decides to accept consignment, with deviations from certain tender conditions (eg: with regard to labeling/packaging or any other rectifiable defect at the time of receipt in Sri Lanka due to an urgency, that shall be done subject to, either rectifying the defect within 05 working days by the supplier, or recovering the total cost [a] of rectifying the defect by MSD (via a duly contracted third party providing such services), from the supplier with a 25% administrative charge on the labeling cost. (total charge = [a]+[a]x0.25) or 2% of the invoiced value, whichever is the highest.

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

6. The specifications of the product offered by the suppliers in the tender, shall match with the tender specifications for the item and **any form of alternate offers for the same, will not be entertained,** when there are product/s offered in compliance with the tender specification.

Shelf life & Warrantees

7. In respect of Non consumables; laboratory items and surgical items: Manufacturer or supplier or local agent shall provide a warranty for a period, not less than as specified in the specification of the item and /or it²s sub components/articles supplied (eg: Special Instrument sets), unless otherwise agreed upon prior to awarding the tender.

The supplier²s invoice shall indicate, the validity period of the warrantee from the date of receiving goods at MSD and a warrantee card with all details, including the local contact details of warrantee services provider, shall also be inserted in each individual pack.

Foreign suppliers of all such items shall have their own local agent in Sri Lanka, capable of providing technical support, repair and spares, when necessary (**This clause No. 07 is not applicable for all Pharmaceuticals and all Consumable Surgical & Laboratory items)**

8. Freshly manufactured stocks of the product shall be supplied; thereby the residual Shelf Life (shelf life remaining at the time of delivery of goods in Sri Lanka/MSD stores/Sri Lanka) of the product, shall be 85% of the product shelf life specified in Indent/PO or as certified in the product registration certificate or indicated in any other way by NMRA)

(a) When the shelf life is not specified in the indent/PO/item spec; the requested shelf life shall be considered as, 36 months for surgical items. (Shelf life of not applicable for surgical non-consumables) and 24 months for Pharma/Laboratory items. The Difference of the residual and requested product shelf life shall not exceed 1/6th (one sixth) of the original product shelf life.

(b) In the violation of the above tender condition, Director/MSD reserves the right to accept a reduced quantity, that is usable (as per the actual consumption rate) up to three months before the expiry of same and will subject to application of a penalty (as clause No. 37 and footnote 01)

Standards & Quality

9. Standards; In respect of all Pharmaceutical products supplied, shall comply Pharmacopoeia Standards that are indicated in the item specifications, other Pharmacopoeia Standards accepted in the product registration by the National Medicines Regulatory Authority.

10. As per the product registration dossier approved by NMRA, the product information leaflet (PIL) for the Pharmaceuticals items and the user manual/instruction pamphlet for surgical items. With information to users regarding the; storage conditions, maintenance, and other product compatibilities, shall be provided with the product, for acceptance of goods by MSD.

Any product deficient of or incompatible with, its sub-components/accessories, not at the specified quality standards or all its components not unitized appropriately in packaging (as a set) shall be rejected.

11. Withdrawal from use of items due to quality failure found as manufacturer²s/Supplier²s fault:

(a). In case of batch withdrawal, **value of entire batch quantity supplied** shall be recovered from the supplier.

(b).In case of product withdrawal, **value of entire product quantity** supplied shall be recovered from the supplier.

(c). In the event of either a) or b) above, supplier shall be charged the total **cost involved for MSD, of the quality failed supplies** with 25% administrative charge of the same**.**

12. The storage conditions and the packing requirements of the product shall conform to the information given by the manufacturer and accepted by NMRA for the product registration or shall conform to the information submitted for waiver of registration granted by NMRA in exceptional circumstances.(refer clause No.24)

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

13. Immediately after delivery at MSD, the consignments shall be subjected to testing appropriately drawn, one random batch sample (Post-delivery sample) of the consignment at a government/semi-government/accredited laboratory (to be selectively applied for Surgical & Lab items, depending on availability of testing methodology and facilities)

If the sample is found to be substandard, random batch samples will be tested from all the batches/lots in the consignment, and entire expenses on such tests, like value of samples, transport, sampling and testing charges, etc, will be recovered from the supplier.

14. Consignments supplied to MSD violating the storage conditions indicated on product labels and/or product information leaflet (as accepted for product registration at NMRA), shall be considered as quality affected consignments and quality assurance of such consignments shall be carried out by post-delivery testing at government / semi government laboratory in Sri Lanka or at an accredited laboratory (foreign/local). All the expenses on such an event, including storage cost shall be borne by the supplier. If found to be quality affected the consignment will be treated as quality failed (as clause No.11).

15. **Pack size, Labeling & Packaging**

Offers for pack sizes at a lower level(smaller quantity per pack) than the pack size specified in the item description/specification and MSD order List, are also acceptable, but higher level (larger quantity per pack) pack sizes will not be entertained unless otherwise offered with the original bid and accepted by the procurement committee, with the concurrence of MSD.

16. In respect of bulk packs (not applicable for blister/strip packs), ³DHS´ mark shall be ;
(a). embossed or printed in case of tablets
(b). printed in case of capsules

Above condition can be waved off, if the purchase order quantity is less than 100,000 tablets/capsules, with deliveries in one/more lots **or** when an exemption is notified in the special order conditions of the relevant MSD order list (**This clause No. 16 is not applicable for all consumable and Non consumable Surgical and Laboratory Items)**

17. Each; innermost pack, vial/ampoule, pre-filled syringe or bottle, shall bear the item Description, SR No, Batch No/Lot no., Product Reference/Catalogue Nos of Surgical items), Date of Manufacture, Date of Expiry (of consumables only) and ³STATE LOGO´ of Government of Sri Lanka.

It is essential to include and exactly match the dates of Expiry (not applicable for Surgical Non-consumables) & date of Manufacture (in any form as ³Year & Month´ or ³No Exp.´), in the innermost pack and supplier²s invoice.

18. Description of the Item, SR No, Date of Manufacture, Date of Expiry, Batch No, Name and address of manufacturer and ³STATE LOGO´ of Sri Lanka Government shall be clearly marked on the outer covering of the individual/innermost pack containing the minimum unit of measure, including blister & strip cards and on the outer cover of the carton/box.
Any deviations of the Date of Manufacture (DOM)/ Date of Expiry(DOE)declared in the offer shall be approved by MSD and DOM & DOE shall consist of at least the year & month.

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

20. Batch Number of the product shall be separately Barcoded (in Code 128 or 2D formats) and Barcode shall be printed on the labels at all levels of packing as described below, conforming to the industry standards in Barcode printing and pasting.
Format shall be according to Code 128 or 2D standards.
Maximum barcode size shall be 5.0cm (length) x 2.5cm (width).

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

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

Storage Conditions & Temperature

22. If the storage temperature & conditions are not specified in the item specification, NMRA accepted product storage conditions, shall conform to Sri Lankan ambient storage conditions in the ranges of 30^0c +/- 2^0c temperature and 75% +/-5% relative humidity. The product storage conditions shall be clearly indicated at all levels of labels/packages/boxes.

23. Maintenance of Cold Chain;

a. In case of cold storage items, cold chain monitors (temperature recording devices) shall be included for each carton and the cold chain shall be maintained according to the manufacturer²s instructions during storage, transport and delivery.

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

c. If the cold chain break is observed at the time of taking over the consignments by MSD, such consignments shall be rejected, indicating the reason on the relevant **WDN or copy of the delivery documents.** In such an event, the SPC shall arrange necessary cold storage for the consignment until ±observed cold chain break² is investigated leading to acceptance / total rejection of consignment and the expenses born by MSD / SPC in arranging the cold storage shall be recovered from the supplier.

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

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

24. In respect of the products requiring controlled temperature storage (Eg. < 25^0c, 2-25^0c, 15-20^0c/30^0c, 2-8^0c etc.), supplier shall provide MSD with latest product stability study reports with the invoice of the consignment.(report shall include studies; at 30^0c +/- 2^0c & 75% +/- 5% RH for **AC stored** items and at 25^0c +/- 2^0c & 60% +/- 5% RH for **Cold stored** items. It shall be a true copy of the latest report submitted to NMRA or a report issued within last 05 years). (refer clause No.12)

Delivery Requirements

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

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

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

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

(a). A penalty of 0.5% per day of the consignment value, calculated commencing from the 15th day up to 60th day delay from the due delivery date, as per the indent/PO or its² latest amended delivery schedules.

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

28. (i). If any local purchases were to be made by MSD/SPC to ensure continuity of supply (due to noncompliance of Indent/PO/its² amended; delivery schedule); in the ensuing period inclusive of the grace period for delivery from due delivery date, extra expenditure incurred on such local purchases, over the landed cost of relevant SPC main order, shall be recovered from the supplier.

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

29. In respect of local manufacturers/ local suppliers, all deliveries shall be made only on week days excluding public holidays, also allowing adequate time to enable the completion of the receiving process at MSD stores before 3.30 p.m. In the event of failure to meet this deadline due to supplier²s fault (eg. In delivery; time, product, document, etc.) goods shall be accepted on the following working day, such date shall be counted for working out penalties as per No. 27 (regarding defaulted consignment) of the conditions of supply.
As an alternative, supplier can request MSD to take over the consignment on the same day, subject to settling all other expenses (i.e. staff OT, forklift charge, etc.) of MSD, by the supplier.

30. The extension of L/C²s overstepping delivery schedules in the Indent/PO/its² amendments, shall not in any way affect the recovery of late delivery charges, as per Condition No. 27 (regarding defaulted consignments) and any other direct or indirect additional costs/liquidated damages, relating/consequent to extension of L/C.

31. When adequate storage space is not available at MSD, to accept a delivery defaulted consignment (deviating from the delivery schedule in the Indent/PO/its² amendments) under the condition No. 27, any additional expenses caused to MSD or SPC in arranging temporary external storage and other expenses (eg. demurrage, detention, container storage, re-handling cum transport, etc.) shall be borne by the supplier.

Documents & Information

32. MSD Order No, Item Description, SR No, Batch No., Date of Manufacture, Date of Expiry and product Storage Condition, shall be indicated in all Supply Invoices and detailed Packing Lists.

33. One of the tender samples of the selected bid shall be forwarded to MSD, for using as a reference sample (can make it; a part of the last consignment or a returnable to supplier) for checking the conformity of the consignments received under the indent/PO. (applicable for all surgical items and laboratory regular items except when specified in respective order lists).

The product artwork or dimensional detail diagrams, product Catalogues and Catalog No²s, as necessary for the surgical items (**not relevant to pharmaceutical & Laboratory items)** shall be provided with the bid document, for reference in the; tender evaluation by SPC, ascertaining (before awarding) user acceptance of deviations from the spec by MSD and inspecting the consignments delivered to MSD.

The artwork of the; specimen labels, minimum pack and outer most box/shipper carton, that satisfies the above mentioned labeling conditions shall be provided before signing the contract with the performance bond.

34 The supplier shall submit all shipping documents to (Including Bills of Lading / Draft Air Way Bills etc.) SPC Imports department and MSD by e-mail (**follow instructions in website www.msd.gov.lk**), at least 03 days before the Expected Time of Arrival (ETA) of sea freighted consignments & 02 days before the ETA of Air freighted consignments.

35. After releasing the Indent/PO or establishing L/C, the latest logistical position of manufacturing & supply on the Indent/PO, shall be updated biweekly through e-mails to SPC with a copy to MSD by the supplier.(follow instructions in the website www.msd.gov.lk)
If it is not complied or the information so provided are found to be incomplete/false, the grace period (for supply delays) mentioned in the condition No. 27 will not be applicable.

Common conditions

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

37. Administrative surcharge of 25%(on the value of goods), will be applied for tender condition violations that cause deficiencies in supply with respect to; quality, standards & specifications, short packing & short supply or delayed delivery as per the cabinet decision. **(eg. As in conditions No. 08,05,10,13)**

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

(b) Part B-Special Order Conditions (SOC) of Supply

Note: SOCs are used, when it is really necessary to enable, item/order list specific deviations from the GOC clauses that are applicable to all or selected items in the order list concerned and in which case the relevant order list No. and SR No. s, shall be indicated separately against each clause of SOC, with the counter signature of Director (MSD) to make it effective.

(i) -

(ii) -

(iii) -

Sufficient quantity of samples should be forwarded for evaluation.

Special Conditions

- Suppliers should submit all shipping documents including the Bill of lading or Air Way Bill to SPC at least 2-3 days prior to arrival of the consignments to prevent any delay in clearance.

- In the event of an award made to you on this tender, SPC reserve the right to cancel/suspend the procuring of said order in any stage, if you would be placed the defaulted supplier's list due to quality failure found in your previous supplies made to SPC or non compliance of contractual agreement.

- This bid is administered by the provisions of the "Public Contract Act No. 3 of 1987" and therefore, in the event bidder is to retain an agent, representative, nominee for and on behalf of Bid or shall register himself and such public contact act in accordance with the section 10 of the Public Contract Act and produce such valid original certificate of registration with the bid.

- 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.

- Destination Terminal Handling charges (THC) should be borne by the supplier at the Port of Loading. Hence when the C&F prices are quoted this should be inclusive of THC.

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

- In the event of delivery of consignments deviating from given delivery schedule by MSD due to default of supplier and same is rejected due lack of storage space available at MSD warehouses, any resulting demurrage charges incurred shall be borne by the suppliers concerned.

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

BID NO: DHS/SUS/WW/99/24 CLOSING ON : 01.09.2023 at 9.00 a.m.

ORDER LIST NUMBER: 2024/SPC/N/C/S/00019

ITEM NO	SR NO	ITEM	QTY set	DELIVERY	Bid Bond value (LKR)
1	12901205	Transforaminal Lumber Interbody Fusion (TLIF) Cages 8,10,12,14 with compatible instrument (for 50 cages, 1 instrument set) a. Cage 8mm -10Nos b. Cage 10mm -15Nos c. Cage 12mm -20Nos d. Cage 14mm -05Nos Instruments to be provided for the procedure	12	12-Jan/2024	621,100.00
2	12905005	Cranioplasty Mesh, size 5cm x 5cm,8FG, MRI compatible and Medical titanium.(Each mesh should have supplied 6mm,8mm,10mm sizes of screws free of charge,7 screws for each sizes)Instrumentation to be provided for the procedure.	30	30-Jan/2024	21,850.00
3	12905006	Cranioplasty Mesh, size 5cm x 10cm,8FG, MRI compatible and Medical titanium.(Each mesh should have supplied 6mm,8mm,10mm sizes of screws free of charge,10 screws for each sizes)Instrumentation to be provided for the procedure.	80	40-Jan/2024 40-Jun/2024	65,750.00
4	12905007	Cranioplasty Mesh, size 10cm x 10cm,8FG, MRI compatible and Medical titanium.(Each mesh should have supplied 6mm,8mm,10mm sizes of screws free of charge 10 screws for each sizes)Instrumentation to be provided for the procedure.	64	64-Mar/2024	54,950.00
5	12906001	System including 4-6mm Cervical Interbody cages for 50 patients and instruments to be provided for the procedure. a.4mm cages-30Nos b.5mm cages-50Nos c.6mm cages-30Nos Items should be exchangeable by end user depending on usage	29	29-Jan/2024	1,496,400.00

Packing: 1 set

All tenderers should furnish an unconditional Bid Bond encashable on demand to the value mentioned in the item list. Bid Bond should be submitted with valid up to 29.03.2024 together with the tender

1. Page 9 Condition No. 19.b

Registrar of public contracts

This clause should be amended as awards over Sri Lanka rupees Five Million instead of (LKR) Ten Million.

1. Page 10 Condition No. 20. a
   Representative samples in respect of items offered should be submitted to reach SPC on or before the closing time on the closing date of tender and acknowledgement receipt to be obtained from Administration Department of SPC.

Contract:
The successful supplier should agree to enter into a contract/Agreement is applicable normally for awards which are over LKR 500,000.00 instead of 10.0 Million.

Bidding Document Fee- As per the guideline 6.1.1 (a) of the Government Procurement Guidelines 2006.

A non refundable fee of Rs. 35,000.00 + taxes should be paid in cash to SPC for each set of Tender Documents

Amendments of Bidding Document for Procurement of Surgical/Lab items

(1) **Clause 8**

(a) Bid Bonds to be submitted for each item (SR Number) when estimated value of each item exceeds LKR 01 Million.

(b) Value and validity applicable for the submission of Bid Bond for each item should be as indicated therein.

08.2 The Bid Bond should be valid for at least 30 days beyond the validity of the Bid.

(c) To be deleted.

(2) **Clause 12**

Amend as **REIMBURSEMENT**

12.1 Corporation reserves 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 labeling.

(3) **Clause 16.6**

Any request for a price increment due to LKR depreciating against foreign currency will not be accepted and such bid will be rejected at the preliminary stage of bid evaluation.

(4) **Clause 28.0**

Evaluation will be done as per Bid Form (Annex – II B) and Bid Evaluation Summary Sheet. (Annex – II C, to be submitted along with the Bid and a soft copy as per instruction given in www.spc.lk Web Site)

(5) 2nd column of Annex II B amend as "FULL DESCRIPTION OF ITEM OFFERED THE STANDARD & STORAGE CONDITION"

(6) Annex – 1 to be amend as follows.

SPECIMEN OF ANNEX – 1

ANNEX – 1

BID NO/ BID REFERENCE :
(TENDER NO)

DATE OF ISSUE :

CLOSING DATE & TIME :
(SRI LANKAN TIME)

ORDER LIST NO :

SR No	Item Description/ Specifications	Quantity	Delivery Schedule

Amount of Bid Bond : LKR …….. or USD …….. to be submitted along with the Bid Bond valid till …… (date)

Bid validity period : Bid should be valid till …….. (date)

Bid Document Fee : ……
(should be paid in cash to SPC for each set of Bid Documents)

MSD CONDITIONS OF SUPPLY

1.
2.

Abbreviations : SPC ; State Pharmaceuticals Corporation, MSD; Medical Supplies Division

Annex VI

SPECIMEN OF CONTRACT FORM (IB)

STATE PHARMACEUTICALS CORPORATION OF SRI LANKA

(Established under the State Industrial Corporation Act, No. 49 of *1957)*
ñMehewara Piyasaò, 16th Floor, No. 41, Kirula Road, Colombo 05,Sri Lanka.
Telephone (00)94-1-326227 or 2391538 Fax: (00)94-11-2446204
E-mail: dgmcomm@spc.lk or managerimp2spc.lk

DEMOCRATIC SOCIALISTREPUBLIC OF SRI LANKA
AGREEMENT

SPC Ref. No Date :
Bid Ref.

This **AGREEMENT** made and entered into between the State Pharmaceuticals Corporation of Sri Lanka, a Corporation established under the State Industrial Corporation Act. No. 49 of 1957 and having its Head Office at ñMehewara Piyasaò, 16th Floor, No. 41, Kirula Road, Colombo 05, Sri Lanka (hereinafter called the ñSPCò which term or expression shall mean and include the said State Pharmaceuticals Corporation and its successors and permitted assigns) of the **FIRST PART**

AND

M/s é ..
…business under the time, style and firm of a company duly registered and carrying business (hereinafter called ñthe supplierò 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 **SECOND PART.**

AND

M/s é ..
…business under the time, style and firm of a company duly registered and carrying business (hereinafter called ñthe Local Agentò 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 **THIRD PART.**

Whereas the State Pharmaceuticals Corporation has accepted the bid of M/s é é é é é é
é for the supply and delivery
ofé as per the attached indent for é é é é é é marked
SPC é é é é é é é é é é é é é . Dated é é é é é é é é é é é é é and M/s
é will act as local agent of the supplier for all matters arising out of supplies here of.

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. The following documents: -

   (a) Conditions of Contract marked ï Annex 1
   (b) Bid Documents marked ï Annex 2
   (c) Copy of Indent marked ï Annex 3

(hereinafter called ñthe Contract Documentsò) showing and describing the nature and scope of the agreement duly signed by three parties shall be deemed to form and be read and construed as part and partial 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, and the local agent will be responsible for all the matters regarding the supplies which do not confirm to required standard..

The supplier shall be paid for such supply and delivery of the goods according to the Indent marked and in the manner and at the times hereinafter specified.

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

In witness whereof the State Pharmaceuticals Corporation has caused its Common Seal to be affixed and é é é é é é é é é and é é é é é é é é é é . of State Pharmaceuticals Corporation have set their hands and Supplier and the Local Agent has placed its hand/caused its Common Seal to be affixed hereunto and to two other of the same tenor on this é é é é é .20é

The Common Seal of M/s (supplier)é é é é é é é é é é é é é é é é é é ... herein.

1. ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ..

President/Managing Director/C.E.O.

2. ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ..

Director

Witnesses

Signature	Name, Address and ID No./Passport No.
1. é é é é é é é é é é é .	é é é é é é é é é é é é é é é ..
2. é é é é é é é é é é é .	é é é é é é é é é é é é é é é é

The Common Seal of M/s. é é é é é é é é é é é é é é é (Local Agent) herein.

é é é é é é é é é é é é é é é .
President/Managing Director/C.E.O.

é é é é é é é é é é é é é é é .
Director

Witnesses

Signature	Name, Address and ID No./Passport No.
1. é é é é é é é é é é é .	é é é é é é é é é é é é é é é ..
2. é é é é é é é é é é é .	é é é é é é é é é é é é é é é é

CONDITIONS OF CONTRACT

3.FREE REPLACEMENT /REIMBURSEMENT

3.1 SPC reserves the right to call for Free Replacement/Reimbursement in the event of

3.1.1 Short packing
3.1.2 Loss/damage or deterioration of goods supplied (within shelf-life if applicable)
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/or quality standards to the satisfaction of Medical Supplies Division of Sri Lanka/ State Pharmaceuticals Corporation of Sri Lanka.

3.2 In the event of a quality problem, Batch samples would be tested by SPC its authorized personnel at the NMQAL or SPC Quality Assurance Laboratory or any other Quality Assurance Laboratory nominated by SPC or its fitness for use will be determined by and expert Committee appointed by the relevant authority.

3.3 **Withdrawal from use of Item due to quality failure.**

a) In case of batch withdrawal due to quality failure, the supplier/ manufacturer shall reimburse the value of entire batch quantity supplied.
b) In case of product withdrawal due to quality failure, the supplier/ manufacturer shall reimburse the value of entire product quantity supplied.
c) In the event of either a) or b) above the supplier/ manufacturer shall be surcharged additional 25% of the total value concerned as administrative cost.

Samples from the available batches will be retained by 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 and the Local Agent agreed to reimburse the SPC the landed cost and an additional 25% surcharge of the total quantity supplied.

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 7 working days of receipt of same in writing. Parties however shall endeavours 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 parties at the respective addresses at the beginning hereof written.

The common seal of State Pharmaceuticals Corporation of Sri Lanka was affixed)

hereto é) é .) é .) é .)

Authorized signatory

Authorized signatory

Witnesses

Signature Name, Address and ID No

1…….. ……

2…… ……

KM/ns

ANNEX – 1

BID NO. : DHS/S/WW/77/24
DATE OF ISSUE : 18TH JULY 2023
CLOSING DATE & TIME : 29TH AUGUST 2023 AT 09.00 HOURS SRI LANKA TIME

Special Conditions for tendering :

1. Offers should be accompanied with the valid registration certificate issued by the National Medicine Regulatory Authority in Sri Lanka
2. Offered item should bear both our SR number and the Item number. However at the bid opening only the item numbers will be read out. Therefore price quoted should be shown against each item number.
3. If the shipment is being effected on FCL basis both FOB and Freight charges should be quoted separately against each item in addition to quoted C & F price.
4. The volume of the total quantity of each item should be given in cubic meters (m^3)
5. **Foreign offers should be on C & F (CPT/CFR) Colombo basis. FOB offers are not acceptable. If offers are received on Import & Supply basis from local suppliers, those offers should be in LKR. All local suppliers/manufacturers should quote in LKR for the total delivery price to MSD stores.**
6. **Fax/E-mail offers directly sent to State Pharmaceuticals Corporation are not acceptable. Tenderers are requested to draw their attention to the clause "Submission of Bids" of the bid document in this regard.**
7. 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.
8. The original payment receipt has to be annexed to the offer. Offers without same will be rejected.
9. We reserve the right to reject offers which do not comply above.
10. The offer should be valid up to 24.02.2024

CONDITIONS FOR SUPPLY OF SURGICAL ITEMS

(a) Part A-General Order Conditions (GOC) of Supply

1. The consignments supplied in respect of an order concerned, shall exactly match with the reference sample submitted and the product information (item descriptions, shelf life/warranty where applicable, manufacturer²s name, country of manufacture, country of origin, etc.) provided in the bid document by the supplier, which has been accepted by the procurement committee, and included in the Indent / Purchase Order (PO), issued by SPC.

2. All items shall be supplied, sourcing from the manufacturer and country of manufacturer, stated in the Purchase Order (PO)/Indent of SPC and wherever applicable shall have a valid product registration or waiver of registration from NMRA.

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

When the validity of the product/manufacturing licenses and registrations of NMRA (eg; manufacturing license, product registration and GMP certificates), of local manufacturers / local suppliers, lapses during the year or during the period of supply (delivery schedule), it shall be extended / renewed by the supplier.

A certified copies of afore mentioned valid certificates shall be submitted to MSD by the supplier when deliveries are made.

4. The number of batches per consignment shall be minimal. Batch quantity shall be an equal multiple of the quantity of the consignment and the proportionate size of the batch quantity shall be not less than 15% of the quantity in the consignment.

5. If MSD decides to accept a part or full consignment, with deviations from certain tender conditions (eg: with regard to labeling/packaging etc. due to an urgency, that shall be done subject to, either rectifying the defect within 05 working days by the supplier, or recovering the total cost [a] of rectifying the defect by MSD (via a duly contracted third party providing such services), from the supplier with a 25% surcharge on the labeling cost. (total charge = [a]+[a]x0.25) or 2% of the invoiced value, whichever is the highest.

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

6. The specifications of the product offered by the suppliers in the tender, shall match with the tender specifications for the item and **any form of alternate offers for the same, will not be entertained,** when there are product/s offered in compliance with the tender specification.

Shelf life & Warrantees

7. In respect of Non consumables; laboratory items and surgical items: Manufacturer or supplier or local agent shall provide a warranty for a period, not less than as specified in the specification of the item and /or it²s sub components/articles supplied (eg: Special Instrument sets), unless otherwise agreed upon prior to awarding the tender.

The supplier²s invoice shall indicate, the validity period of the warrantee from the date of receiving goods at MSD and a warrantee card with all details, including the local contact details of warrantee services provider, shall also be inserted in each individual pack.

Foreign suppliers of all such items shall have their own local agent in Sri Lanka, capable of providing technical support, repair and spares, when necessary (**This clause No. 07 is not applicable for all Pharmaceuticals and all Consumable Surgical & Laboratory items)**

8. Freshly manufactured stocks of the product shall be supplied; thereby the residual Shelf Life (shelf life remaining at the time of delivery of goods in Sri Lanka/MSD stores/Sri Lanka) of the product, shall be 85% of the product shelf life specified in Indent/PO or as certified in the product registration certificate or indicated in any other way by NMRA)

(a) When the shelf life is not specified in the indent/PO/item spec; the requested shelf life shall be considered as, 36 months for consumable surgical items. (Shelf life of not applicable for surgical non-consumables) and 24 months for Pharma/Laboratory items. The Difference of the residual and requested product shelf life shall not exceed $1/6^{th}$ (one sixth) of the original product shelf life.

(b) In the violation of the above tender condition, Director/MSD reserves the right to accept a reduced quantity, that is usable (as per the actual consumption rate) up to three months before the expiry of same and will subject to application of a penalty (as clause No. 37 and footnote 01)

Standards & Quality

9. Standards; In respect of all Pharmaceutical products supplied, shall comply Pharmacopoeia Standards that are indicated in the item specifications, other Pharmacopoeia Standards accepted in the product registration by the National Medicines Regulatory Authority.

10. As per the product registration dossier approved by NMRA, the product information leaflet (PIL) for the Pharmaceuticals items and the user manual/instruction pamphlet for surgical items. With information to users regarding the; storage conditions, maintenance, and other product compatibilities, shall be provided with the product, for acceptance of goods by MSD.

Any product deficient of or incompatible with, its sub-components/accessories, not at the specified quality standards or all its components not unitized appropriately in packaging (as a set) shall be rejected.

11. Withdrawal from use of items due to quality failure found as manufacturer²s fault:

(a). In case of batch withdrawal, **value of entire batch quantity supplied** shall be recovered from the supplier.

(b).In case of product withdrawal, **value of entire product quantity** supplied shall be recovered from the supplier.

(c). In the event of either a) or b) above, supplier shall be charged the total **cost involved for MSD, of the quality failed supplies** with 25% administrative surcharge of the same.

12. The storage conditions and the packing requirements of the product shall conform to the information given by the manufacturer and accepted by NMRA for the product registration or shall conform to the information submitted for waiver of registration granted by NMRA in exceptional circumstances.(refer clause No.24)

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

13. Immediately after delivery at MSD, the consignments shall be subjected to testing appropriately drawn, one random batch sample (Post-delivery sample) of the consignment at a government/semi-government/accredited laboratory (to be selectively applied for Surgical & Lab items, depending on availability of testing methodology and facilities)

If the sample is found to be substandard, random batch samples will be tested from all the batches/lots in the consignment, and entire expenses on such tests, like value of samples, transport, sampling and testing charges, etc, will be recovered from the supplier.

14. Consignments supplied to MSD violating the storage conditions indicated on product labels and/or product information leaflet (as accepted for product registration at NMRA), shall be considered as quality affected consignments and quality assurance of such consignments shall be carried out by post-delivery testing at government / semi government laboratory in Sri Lanka or at an accredited laboratory (foreign/local). All the expenses on such an event, including storage cost shall be borne by the supplier. If found to be quality affected the consignment will be treated as quality failed (as clause No.11).

Pack size, Labeling & Packaging

15. Offers for pack sizes at a lower level(smaller quantity per pack) than the pack size specified in the item description/specification and MSD order List, are also acceptable, but higher level (larger quantity per pack) pack sizes will not be entertained unless otherwise offered with the original bid and accepted by the procurement committee, with the concurrence of MSD.

16. In respect of bulk packs of all pharmaceuticals (not applicable for blister/strip packs), ³DHS´ mark shall be
(a). embossed or printed in case of tablets
(b). printed in case of capsules

Above condition can be waved off, if the purchase order quantity is less than 100,000 tablets/capsules, with deliveries in one/more lots **or** when an exemption is notified in the special order conditions of the relevant MSD order list (**This clause No. 16 is not applicable for all consumable and Non consumable Surgical and Laboratory Items)**

17. Each; innermost pack, vial/ampoule, pre-filled syringe or bottle, shall bear the item Description, SR No, Batch No/Lot no., Product Reference/Catalogue No.s of Surgical items), Date of Manufacture, Date of Expiry (of consumables only) and ³STATE LOGO´ of Government of Sri Lanka.

It is essential to include and exactly match the dates of Expiry (not applicable for Surgical Non-consumables) & date of Manufacture (in any form as ³Year & Month´ or ³No Exp.´), in the innermost pack and supplier²s invoice.

18. Description of the Item, SR No, Date of Manufacture, Date of Expiry, Batch No, Name and address of manufacturer and ³STATE LOGO´ of Sri Lanka Government shall be clearly marked on the outer covering of the individual/innermost pack containing the minimum unit of measure, including blister & strip cards and on the outer cover of the carton/box.
Any deviations of the Date of Manufacture (DOM)/ Date of Expiry(DOE)declared in the offer shall be approved by MSD and DOM & DOE shall consist of at least the year & month.

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

20. Batch Number of the product shall be separately Barcoded (in Code 128 or 2D formats) and Barcode shall be printed on the labels at all levels of packing as described below, conforming to the industry standards in Barcode printing and pasting.
Format shall be according to Code 128 or 2D standards.
Maximum barcode size shall be 5.0cm (length) x 2.5cm (width).

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

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

Storage Conditions & Temperature

22. If the storage temperature & conditions are not specified in the item specification, NMRA accepted product storage conditions, shall conform to Sri Lankan ambient storage conditions in the ranges of 30^0c +/- 2^0c temperature and 75% +/-5% relative humidity. The product storage conditions shall be clearly indicated at all levels of labels/packages/boxes.

23. Maintenance of Cold Chain;

a. In case of cold storage items, cold chain monitors (temperature recording devices) shall be included for each carton and the cold chain shall be maintained according to the manufacturer²s instructions during storage, transport and delivery.

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

c. If the cold chain break is observed at the time of taking over the consignments by MSD, such consignments shall be rejected, indicating the reason on the relevant **WDN or copy of the delivery documents.** In such an event, the SPC shall arrange necessary cold storage for the consignment until ±observed cold chain break² is investigated leading to acceptance / total rejection of consignment and the expenses born by MSD / SPC in arranging the cold storage shall be recovered from the supplier.

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

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

24. In respect of the products requiring controlled temperature storage (Eg. < 25^0c, 2-25^0c, 15-20^0c/30^0c, 2-8^0c etc.), supplier shall provide MSD with latest product stability study reports with the invoice of the consignment.(report shall include studies; at 30^0c +/- 2^0c & 75% +/- 5% RH for **AC stored** items and at 25^0c +/- 2^0c & 60% +/- 5% RH for **Cold stored** items. It shall be a true copy of the latest report submitted to NMRA or a report issued within last 05 years). (refer clause No.12)

Delivery Requirements

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

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

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

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

(a). A penalty of 0.5% per day of the consignment value, calculated commencing from the 15th day up to 60th day delay from the due delivery date, as per the indent/PO or its² latest amended delivery schedules.

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

28. (i). If any local purchases were to be made by MSD/SPC to ensure continuity of supply (due to noncompliance of Indent/PO/its² amended; delivery schedule); in the ensuing period inclusive of the grace period for delivery from due delivery date, extra expenditure incurred on such local purchases, over the landed cost of relevant SPC main order, shall be recovered from the supplier.

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

29. In respect of local manufacturers/ local suppliers, all deliveries shall be made only on week days excluding public holidays, also allowing adequate time to enable the completion of the receiving process at MSD stores before 3.30 p.m.

In the event of failure to meet this deadline due to supplier²s fault (eg. In delivery; time, product, document, etc.) goods shall be accepted on the following working day, such date shall be counted for working out penalties as per No. 27 (regarding defaulted consignment) of the conditions of supply.
As an alternative, supplier can request MSD to take over the consignment on the same day, subject to settling all other expenses (i.e. staff OT, forklift charge, etc.) of MSD, by the supplier.

30. The extension of L/C²s overstepping delivery schedules in the Indent/PO/its² amendments, shall not in any way affect the recovery of late delivery charges, as per Condition No. 27 (regarding defaulted consignments) and any other direct or indirect additional costs/liquidated damages, relating/consequent to extension of L/C.

31. When adequate storage space is not available at MSD, to accept a delivery defaulted consignment (deviating from the delivery schedule in the Indent/PO/its² amendments) under the condition No. 27, any additional expenses caused to MSD or SPC in arranging temporary external storage and other expenses (eg. demurrage, detention, container storage, re-handling cum transport, etc.) shall be borne by the supplier.

Documents & Information

32. MSD Order No, Item Description, SR No, Batch No., Date of Manufacture, Date of Expiry and product Storage Condition, shall be indicated in all Supply Invoices and detailed Packing Lists.

33. One of the tender samples of the selected bid shall be forwarded to MSD, for using as a reference sample (can make it; a part of the last consignment or a returnable to supplier) for checking the conformity of the consignments received under the indent/PO. (applicable for all surgical items and laboratory regular items except when specified in respective order lists).

The product artwork or dimensional detail diagrams, product Catalogues and Catalog No²s, as necessary for the surgical items (**not relevant to pharmaceutical & Laboratory items)** shall be provided with the bid document, for reference in the; tender evaluation by SPC, ascertaining (before awarding) user acceptance of deviations from the spec by MSD and inspecting the consignments delivered to MSD.

The artwork of the; specimen labels, minimum pack and outer most box/shipper carton, that satisfies the above mentioned labeling conditions shall be provided before signing the contract with the performance bond.

34 The supplier shall submit all shipping documents to (Including Bills of Lading / Draft Air Way Bills etc.) SPC Imports department and MSD by e-mail (**follow instructions in website www.msd.gov.lk**), at least 03 days before the Expected Time of Arrival (ETA) of sea freighted consignments & 02 days before the ETA of Air freighted consignments.

35. After releasing the Indent/PO or establishing L/C, the latest logistical position of manufacturing & supply on the Indent/PO, shall be updated biweekly through e-mails to SPC with a copy to MSD by the supplier.(follow instructions in the website www.msd.gov.lk)
If it is not complied or the information so provided are found to be incomplete/false, the grace period (for supply delays) mentioned in the condition No. 27 will not be applicable.

Common conditions

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

37. Administrative surcharge of 25%(on the value of goods), will be applied for tender condition violations that cause deficiencies in supply with respect to; quality, standards & specifications, short packing & short supply or delayed delivery as per the cabinet decision. **(eg. As in conditions No. 08,05,10,13)**

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

(b) Part B-Special Order Conditions (SOC) of Supply

Note: SOCs are used, when it is really necessary to enable, item/order list specific deviations from the GOC clauses that are applicable to all or selected items in the order list concerned and in which case the relevant order list No. and SR No. s, shall be indicated separately against each clause of SOC, with the counter signature of Director (MSD) to make it effective.

Sufficient quantity of samples should be forwarded for evaluation.

Special Conditions

- Suppliers should submit all shipping documents including the Bill of lading or Air Way Bill to SPC at least 2-3 days prior to arrival of the consignments to prevent any delay in clearance.
- In the event of an award made to you on this tender, SPC reserve the right to cancel/suspend the procuring of said order in any stage, if you would be placed the defaulted supplier's list due to quality failure found in your previous supplies made to SPC or non compliance of contractual agreement.
- This bid is administered by the provisions of the "Public Contract Act No. 3 of 1987" and therefore, in the event bidder is to retain an agent, representative, nominee for and on behalf of Bid or shall register himself and such public contact act in accordance with the section 10 of the Public Contract Act and produce such valid original certificate of registration with the bid.
- 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.
- Destination Terminal Handling charges (THC) should be borne by the supplier at the Port of Loading. Hence when the C&F prices are quoted this should be inclusive of THC.
- The bid submitted should be duly signed and endorsed by the Bidder/ Tenderer him self (with the name and designation of the signatory) or by the representative. Representatives submit offers on behalf of their principals should submit a letter of authorization and power of attorney (if signing on behalf of the principals) and also should submit documentary proof on their registration as per the Act. No. 03 of 1987 with the Department of the Registrar of Companies – Sri Lanka.
- In the event of delivery of consignments deviating from given delivery schedule by MSD due to default of supplier and same is rejected due lack of storage space available at MSD warehouses, any resulting demurrage charges incurred shall be borne by the suppliers concerned.
- **All Shipment should be made exclusively on vessels belonging to the Ceylon Shipping Corporation or those chartered by CSC. Shipments on other vessels will be permitted in instances where vessels of the Ceylon Shipping Corporation do not call at the Port of Shipment or if they are not available for timely shipment of cargo. In which event the supplier should attach a waiver certificate issued by Ceylon Shipping Corporation on their Authorized Agent in the supplier's country.**

BID NO: DHS/S/WW/77/24 CLOSING ON : 29.08.2023 at 9.00 a.m.

ORDER LIST NUMBER: 2024/SPC/N/R/S/00296

ITEM NO	SR NO	ITEM	QTY	DELIVERY	Bid Bond value (LKR)
1	18600205	Adaptation Plate, for Oral and Maxillofacial surgery, 2.0mm x 30 holes, 6.5mm hole spacing, 0.9mm thickness, AO standard or similar,Pure Titanium. Packing: 1 Nos.	216 Nos.	116-Jan/2024 100-Jun/2024	39,600.00
2	18600502	Mandible Plate, for Oral and Maxillofacial surgery, 2.0mm x 6 holes, 35mm length, Pure Titanium Packing: 1 pack	290 pack	290-Sep/2024	N/A
4	18600504	Mandible Plate, for Oral and Maxillofacial surgery, 2.0mm x 4 holes, with centre space, 28mm length,Pure Titanium Packing: 1 Nos.	2600 Nos.	1300-Jan/2024 1300-Jun/2024	126,960.00
10	18601016	MF Cortex Screw, for Oral and Maxillofacial surgery, 2.0mm dia., 8mm length, self tapping, made from pure titanium.(To be obtained from the same source of plates) Packing: 1 pack	5560 pack	2780-May/2024 2780-Aug/2024	115,170.00
12	18601305	Emergency Screw, for Oral and Maxillofacial surgery, 2.4mm dia., self tapping, 8mm length, made from pure titanium.(To be obtained from the same source of plates) Packing: 1 pack	580 pack	580-Jun/2024	31,740.00
14	18601307	Emergency Screw, for Oral and Maxillofacial surgery, 2.4mm dia., self tapping, 12mm length, made from pure titanium.(To be obtained from the same source of plates) Packing: 1 pack	1250 pack	750-Jan/2024 500-Jul/2024	68,420.00

All tenderers should furnish an unconditional Bid Bond encashable on demand to the value mentioned in the item list. Bid Bond should be submitted with valid up to 25.03.2024 together with the tender

1. Page 9 Condition No. 19.b

Registrar of public contracts

This clause should be amended as awards over Sri Lanka rupees Five Million instead of (LKR) Ten Million.

1. Page 10 Condition No. 20. A

Representative samples in respect of items offered should be submitted to reach SPC on or before the closing time on the closing date of tender and acknowledgement receipt to be obtained from Administration Department of SPC.

Contract:

The successful supplier should agree to enter into a contract/Agreement is applicable normally for awards which are over LKR 500,000.00 instead of 10.0 Million.

Bidding Document Fee- As per the guideline 6.1.1 (a) of the Government Procurement Guidelines 2006.

A non refundable fee of Rs. 12,500/= + taxes should be paid in cash to SPC for each set of Tender Documents

Amendments of Bidding Document for Procurement of Surgical/Lab items

(1) **Clause 8**

(a) Bid Bonds to be submitted for each item (SR Number) when estimated value of each item exceeds LKR 01 Million.

(b) Value and validity applicable for the submission of Bid Bond for each item should be as indicated therein.

08.2 The Bid Bond should be valid for at least 30 days beyond the validity of the Bid.

(c) To be deleted.

(2) **Clause 12**

Amend as **REIMBURSEMENT**

12.1 Corporation reserves 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 labeling.

(3) **Clause 16.6**

Any request for a price increment due to LKR depreciating against foreign currency will not be accepted and such bid will be rejected at the preliminary stage of bid evaluation.

(4) **Clause 28.0**

Evaluation will be done as per Bid Form (Annex – II B) and Bid Evaluation Summary Sheet. (Annex – II C, to be submitted along with the Bid and a soft copy as per instruction given in www.spc.lk Web Site)

(5) 2nd column of Annex II B amend as "FULL DESCRIPTION OF ITEM OFFERED THE STANDARD & STORAGE CONDITION"

(6) Annex – 1 to be amend as follows.

SPECIMEN OF ANNEX – 1

ANNEX – 1

BID NO/ BID REFERENCE :
(TENDER NO)

DATE OF ISSUE :

CLOSING DATE & TIME :
(SRI LANKAN TIME)

ORDER LIST NO :

SR No	Item Description/ Specifications	Quantity	Delivery Schedule

Amount of Bid Bond : LKR …….. or USD …….. to be submitted along with the Bid Bond valid till …… (date)

Bid validity period : Bid should be valid till …….. (date)

Bid Document Fee : ……
(should be paid in cash to SPC for each set of Bid Documents)

MSD CONDITIONS OF SUPPLY

1.
2.

Abbreviations : SPC ; State Pharmaceuticals Corporation, MSD; Medical Supplies Division

Annex VI

SPECIMEN OF CONTRACT FORM (IB)

STATE PHARMACEUTICALS CORPORATION OF SRI LANKA

(Established under the State Industrial Corporation Act, No. 49 of *1957)*
"Mehewara Piyasa", 16th Floor, No. 41, Kirula Road, Colombo 05,Sri Lanka.
Telephone (00)94-1-2335008 Fax: (00)94-11-2582495
E-mail: dgmsurgical@spc.lk or mgrsurgical@spc.lk

DEMOCRATIC SOCIALISTREPUBLIC OF SRI LANKA
AGREEMENT

SPC Ref. No   Date :
Bid Ref.

This **AGREEMENT** made and entered into between the State Pharmaceuticals Corporation of Sri Lanka, a Corporation established under the State Industrial Corporation Act. No. 49 of 1957 and having its Head Office at "Mehewara Piyasa", 16th Floor, No. 41, Kirula Road, Colombo 05, 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 **FIRST PART**

AND

M/s …………………………………………………………………………………..
…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 **SECOND PART.**

AND

M/s …………………………………………………………………………………..
…business under the time, style and firm of a company duly registered and carrying business (hereinafter called "the Local Agent" 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 **THIRD PART.**

Whereas the State Pharmaceuticals Corporation has accepted the bid of M/s ……………… …………………………………………………………………… for the supply and delivery of……………………………………………… as per the attached indent for ……………… marked SPC ………………………………… . Dated ………………………………… and M/s ……………………………………………………… will act as local agent of the supplier for all matters arising out of supplies here of.

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. The following documents: -

   (a) Conditions of Contract marked – Annex 1
   (b) Bid Documents marked – Annex 2
   (c) Copy of Indent marked – Annex 3

(hereinafter called ñthe Contract Documentsò) showing and describing the nature and scope of the agreement duly signed by three parties shall be deemed to form and be read and construed as part and partial 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, and the local agent will be responsible for all the matters regarding the supplies which do not confirm to required standard..

The supplier shall be paid for such supply and delivery of the goods according to the Indent marked and in the manner and at the times hereinafter specified.

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

In witness whereof the State Pharmaceuticals Corporation has caused its Common Seal to be affixed and é é é é é é é é é and é é é é é é é é é é . of State Pharmaceuticals Corporation have set their hands and Supplier and the Local Agent has placed its hand/caused its Common Seal to be affixed hereunto and to two other of the same tenor on this é é é é é .20é

The Common Seal of M/s (supplier)é é é é é é é é é é é é é é é é é é ... herein.

1. ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ..

President/Managing Director/C.E.O.

2. ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ..

Director

Witnesses

Signature	Name, Address and ID No./Passport No.
1. é é é é é é é é é é é .	é é é é é é é é é é é é é é é ..
2. é é é é é é é é é é é .	é é é é é é é é é é é é é é é é

The Common Seal of M/s. é é é é é é é é é é é é é é é (Local Agent) herein.

é é é é é é é é é é é é é é é .
President/Managing Director/C.E.O.

é é é é é é é é é é é é é é é .
Director

Witnesses

Signature	Name, Address and ID No./Passport No.
1. é é é é é é é é é é é .	é é é é é é é é é é é é é é é ..
2. é é é é é é é é é é é .	é é é é é é é é é é é é é é é é

CONDITIONS OF CONTRACT

3.FREE REPLACEMENT /REIMBURSEMENT

3.1 SPC reserves the right to call for Free Replacement/Reimbursement in the event of

- 3.1.1 Short packing
- 3.1.2 Loss/damage or deterioration of goods supplied (within shelf-life if applicable)
- 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/or quality standards to the satisfaction of Medical Supplies Division of Sri Lanka/ State Pharmaceuticals Corporation of Sri Lanka.

3.2 In the event of a quality problem, Batch samples would be tested by SPC its authorized personnel at the NMQAL or SPC Quality Assurance Laboratory or any other Quality Assurance Laboratory nominated by SPC or its fitness for use will be determined by and expert Committee appointed by the relevant authority.

3.3 **Withdrawal from use of Item due to quality failure.**

a) In case of batch withdrawal due to quality failure, the supplier/ manufacturer shall reimburse the value of entire batch quantity supplied.
b) In case of product withdrawal due to quality failure, the supplier/ manufacturer shall reimburse the value of entire product quantity supplied.
c) In the event of either a) or b) above the supplier/ manufacturer shall be surcharged additional 25% of the total value concerned as administrative cost.

Samples from the available batches will be retained by 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 and the Local Agent agreed to reimburse the SPC the landed cost and an additional 25% surcharge of the total quantity supplied.

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 7 working days of receipt of same in writing. Parties however shall endeavours 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 parties at the respective addresses at the beginning hereof written.

The common seal of State Pharmaceuticals Corporation of Sri Lanka was affixed)

heretoé)
é .)
é .)
é .)

Authorized signatory

Authorized signatory

<u>Witnesses</u>

Signature Name, Address and ID No

1……………….. **…………………………………………….**

2………………… **……………………………………………..**

VH/ns

ANNEX – 1

BID NO. : DHS/S/WW/78/24
DATE OF ISSUE : 18TH JULY 2023
CLOSING DATE & TIME : 29TH AUGUST 2023 AT 09.00 HOURS SRI LANKA TIME

Special Conditions for tendering :

1. Offers should be accompanied with the valid registration certificate issued by the National Medicine Regulatory Authority in Sri Lanka
2. Offered item should bear both our SR number and the Item number. However at the bid opening only the item numbers will be read out. Therefore price quoted should be shown against each item number.
3. If the shipment is being effected on FCL basis both FOB and Freight charges should be quoted separately against each item in addition to quoted C & F price.
4. The volume of the total quantity of each item should be given in cubic meters (m^3)
5. **Foreign offers should be on C & F (CPT/CFR) Colombo basis. FOB offers are not acceptable. If offers are received on Import & Supply basis from local suppliers, those offers should be in LKR. All local suppliers/manufacturers should quote in LKR for the total delivery price to MSD stores.**
6. **Fax/E-mail offers directly sent to State Pharmaceuticals Corporation are not acceptable. Tenderers are requested to draw their attention to the clause "Submission of Bids" of the bid document in this regard.**
7. 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.
8. The original payment receipt has to be annexed to the offer. Offers without same will be rejected.
9. We reserve the right to reject offers which do not comply above.
10. The offer should be valid up to 24.02.2024

CONDITIONS FOR SUPPLY OF SURGICAL ITEMS

(a) Part A-General Order Conditions (GOC) of Supply

1. The consignments supplied in respect of an order concerned, shall exactly match with the reference sample submitted and the product information (item descriptions, shelf life/warranty where applicable, manufacturer²s name, country of manufacture, country of origin, etc.) provided in the bid document by the supplier, which has been accepted by the procurement committee, and included in the Indent / Purchase Order (PO), issued by SPC.

2. All items shall be supplied, sourcing from the manufacturer and country of manufacturer, stated in the Purchase Order (PO)/Indent of SPC and wherever applicable shall have a valid product registration or waiver of registration from NMRA.

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

When the validity of the product/manufacturing licenses and registrations of NMRA (eg; manufacturing license, product registration and GMP certificates), of local manufacturers / local suppliers, lapses during the year or during the period of supply (delivery schedule), it shall be extended / renewed by the supplier.

A certified copies of afore mentioned valid certificates shall be submitted to MSD by the supplier when deliveries are made.

4. The number of batches per consignment shall be minimal. Batch quantity shall be an equal multiple of the quantity of the consignment and the proportionate size of the batch quantity shall be not less than 15% of the quantity in the consignment.

5. If MSD decides to accept a part or full consignment, with deviations from certain tender conditions (eg: with regard to labeling/packaging etc. due to an urgency, that shall be done subject to, either rectifying the defect within 05 working days by the supplier, or recovering the total cost [a] of rectifying the defect by MSD (via a duly contracted third party providing such services), from the supplier with a 25% surcharge on the labeling cost. (total charge = [a]+[a]x0.25) or 2% of the invoiced value, whichever is the highest.

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

6. The specifications of the product offered by the suppliers in the tender, shall match with the tender specifications for the item and **any form of alternate offers for the same, will not be entertained,** when there are product/s offered in compliance with the tender specification.

Shelf life & Warrantees

7. In respect of Non consumables; laboratory items and surgical items: Manufacturer or supplier or local agent shall provide a warranty for a period, not less than as specified in the specification of the item and /or it²s sub components/articles supplied (eg: Special Instrument sets), unless otherwise agreed upon prior to awarding the tender.

The supplier²s invoice shall indicate, the validity period of the warrantee from the date of receiving goods at MSD and a warrantee card with all details, including the local contact details of warrantee services provider, shall also be inserted in each individual pack.

Foreign suppliers of all such items shall have their own local agent in Sri Lanka, capable of providing technical support, repair and spares, when necessary (**This clause No. 07 is not applicable for all Pharmaceuticals and all Consumable Surgical & Laboratory items)**

8. Freshly manufactured stocks of the product shall be supplied; thereby the residual Shelf Life (shelf life remaining at the time of delivery of goods in Sri Lanka/MSD stores/Sri Lanka) of the product, shall be 85% of the product shelf life specified in Indent/PO or as certified in the product registration certificate or indicated in any other way by NMRA)

(a) When the shelf life is not specified in the indent/PO/item spec; the requested shelf life shall be considered as, 36 months for consumable surgical items. (Shelf life of not applicable for surgical non-consumables) and 24 months for Pharma/Laboratory items. The Difference of the residual and requested product shelf life shall not exceed $1/6^{th}$ (one sixth) of the original product shelf life.

(b) In the violation of the above tender condition, Director/MSD reserves the right to accept a reduced quantity, that is usable (as per the actual consumption rate) up to three months before the expiry of same and will subject to application of a penalty (as clause No. 37 and footnote 01)

Standards & Quality

9. Standards; In respect of all Pharmaceutical products supplied, shall comply Pharmacopoeia Standards that are indicated in the item specifications, other Pharmacopoeia Standards accepted in the product registration by the National Medicines Regulatory Authority.

10. As per the product registration dossier approved by NMRA, the product information leaflet (PIL) for the Pharmaceuticals items and the user manual/instruction pamphlet for surgical items. With information to users regarding the; storage conditions, maintenance, and other product compatibilities, shall be provided with the product, for acceptance of goods by MSD.

Any product deficient of or incompatible with, its sub-components/accessories, not at the specified quality standards or all its components not unitized appropriately in packaging (as a set) shall be rejected.

11. Withdrawal from use of items due to quality failure found as manufacturer²s fault:

(a). In case of batch withdrawal, **value of entire batch quantity supplied** shall be recovered from the supplier.

(b).In case of product withdrawal, **value of entire product quantity** supplied shall be recovered from the supplier.

(c). In the event of either a) or b) above, supplier shall be charged the total **cost involved for MSD, of the quality failed supplies** with 25% administrative surcharge of the same.

12. The storage conditions and the packing requirements of the product shall conform to the information given by the manufacturer and accepted by NMRA for the product registration or shall conform to the information submitted for waiver of registration granted by NMRA in exceptional circumstances.(refer clause No.24)

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

13. Immediately after delivery at MSD, the consignments shall be subjected to testing appropriately drawn, one random batch sample (Post-delivery sample) of the consignment at a government/semi-government/accredited laboratory (to be selectively applied for Surgical & Lab items, depending on availability of testing methodology and facilities)

If the sample is found to be substandard, random batch samples will be tested from all the batches/lots in the consignment, and entire expenses on such tests, like value of samples, transport, sampling and testing charges, etc, will be recovered from the supplier.

14. Consignments supplied to MSD violating the storage conditions indicated on product labels and/or product information leaflet (as accepted for product registration at NMRA), shall be considered as quality affected consignments and quality assurance of such consignments shall be carried out by post-delivery testing at government / semi government laboratory in Sri Lanka or at an accredited laboratory (foreign/local). All the expenses on such an event, including storage cost shall be borne by the supplier. If found to be quality affected the consignment will be treated as quality failed (as clause No.11).

Pack size, Labeling & Packaging

15. Offers for pack sizes at a lower level(smaller quantity per pack) than the pack size specified in the item description/specification and MSD order List, are also acceptable, but higher level (larger quantity per pack) pack sizes will not be entertained unless otherwise offered with the original bid and accepted by the procurement committee, with the concurrence of MSD.

16. In respect of bulk packs of all pharmaceuticals (not applicable for blister/strip packs), ³DHS´ mark shall be
(a). embossed or printed in case of tablets
(b). printed in case of capsules

Above condition can be waved off, if the purchase order quantity is less than 100,000 tablets/capsules, with deliveries in one/more lots **or** when an exemption is notified in the special order conditions of the relevant MSD order list (**This clause No. 16 is not applicable for all consumable and Non consumable Surgical and Laboratory Items)**

17. Each; innermost pack, vial/ampoule, pre-filled syringe or bottle, shall bear the item Description, SR No, Batch No/Lot no., Product Reference/Catalogue No.s of Surgical items), Date of Manufacture, Date of Expiry (of consumables only) and ³STATE LOGO´ of Government of Sri Lanka.

It is essential to include and exactly match the dates of Expiry (not applicable for Surgical Non-consumables) & date of Manufacture (in any form as ³Year & Month´ or ³No Exp.´), in the innermost pack and supplier²s invoice.

18. Description of the Item, SR No, Date of Manufacture, Date of Expiry, Batch No, Name and address of manufacturer and ³STATE LOGO´ of Sri Lanka Government shall be clearly marked on the outer covering of the individual/innermost pack containing the minimum unit of measure, including blister & strip cards and on the outer cover of the carton/box.
Any deviations of the Date of Manufacture (DOM)/ Date of Expiry(DOE)declared in the offer shall be approved by MSD and DOM & DOE shall consist of at least the year & month.

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

20. Batch Number of the product shall be separately Barcoded (in Code 128 or 2D formats) and Barcode shall be printed on the labels at all levels of packing as described below, conforming to the industry standards in Barcode printing and pasting.
Format shall be according to Code 128 or 2D standards.
Maximum barcode size shall be 5.0cm (length) x 2.5cm (width).

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

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

Storage Conditions & Temperature

22. If the storage temperature & conditions are not specified in the item specification, NMRA accepted product storage conditions, shall conform to Sri Lankan ambient storage conditions in the ranges of 30^0c +/- 2^0c temperature and 75% +/-5% relative humidity. The product storage conditions shall be clearly indicated at all levels of labels/packages/boxes.

23. Maintenance of Cold Chain;

a. In case of cold storage items, cold chain monitors (temperature recording devices) shall be included for each carton and the cold chain shall be maintained according to the manufacturer²s instructions during storage, transport and delivery.

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

c. If the cold chain break is observed at the time of taking over the consignments by MSD, such consignments shall be rejected, indicating the reason on the relevant **WDN or copy of the delivery documents.** In such an event, the SPC shall arrange necessary cold storage for the consignment until ±observed cold chain break² is investigated leading to acceptance / total rejection of consignment and the expenses born by MSD / SPC in arranging the cold storage shall be recovered from the supplier.

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

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

24. In respect of the products requiring controlled temperature storage (Eg. < 25^0c, 2-25^0c, 15-20^0c/30^0c, 2-8^0c etc.), supplier shall provide MSD with latest product stability study reports with the invoice of the consignment.(report shall include studies; at 30^0c +/- 2^0c & 75% +/- 5% RH for **AC stored** items and at 25^0c +/- 2^0c & 60% +/- 5% RH for **Cold stored** items. It shall be a true copy of the latest report submitted to NMRA or a report issued within last 05 years). (refer clause No.12)

Delivery Requirements

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

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

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

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

(a). A penalty of 0.5% per day of the consignment value, calculated commencing from the 15th day up to 60th day delay from the due delivery date, as per the indent/PO or its² latest amended delivery schedules.

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

28. (i). If any local purchases were to be made by MSD/SPC to ensure continuity of supply (due to noncompliance of Indent/PO/its² amended; delivery schedule); in the ensuing period inclusive of the grace period for delivery from due delivery date, extra expenditure incurred on such local purchases, over the landed cost of relevant SPC main order, shall be recovered from the supplier.

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

29. In respect of local manufacturers/ local suppliers, all deliveries shall be made only on week days excluding public holidays, also allowing adequate time to enable the completion of the receiving process at MSD stores before 3.30 p.m.

In the event of failure to meet this deadline due to supplier²s fault (eg. In delivery; time, product, document, etc.) goods shall be accepted on the following working day, such date shall be counted for working out penalties as per No. 27 (regarding defaulted consignment) of the conditions of supply.
As an alternative, supplier can request MSD to take over the consignment on the same day, subject to settling all other expenses (i.e. staff OT, forklift charge, etc.) of MSD, by the supplier.

30. The extension of L/C²s overstepping delivery schedules in the Indent/PO/its² amendments, shall not in any way affect the recovery of late delivery charges, as per Condition No. 27 (regarding defaulted consignments) and any other direct or indirect additional costs/liquidated damages, relating/consequent to extension of L/C.

31. When adequate storage space is not available at MSD, to accept a delivery defaulted consignment (deviating from the delivery schedule in the Indent/PO/its² amendments) under the condition No. 27, any additional expenses caused to MSD or SPC in arranging temporary external storage and other expenses (eg. demurrage, detention, container storage, re-handling cum transport, etc.) shall be borne by the supplier.

Documents & Information

32. MSD Order No, Item Description, SR No, Batch No., Date of Manufacture, Date of Expiry and product Storage Condition, shall be indicated in all Supply Invoices and detailed Packing Lists.

33. One of the tender samples of the selected bid shall be forwarded to MSD, for using as a reference sample (can make it; a part of the last consignment or a returnable to supplier) for checking the conformity of the consignments received under the indent/PO. (applicable for all surgical items and laboratory regular items except when specified in respective order lists).

The product artwork or dimensional detail diagrams, product Catalogues and Catalog No²s, as necessary for the surgical items (**not relevant to pharmaceutical & Laboratory items)** shall be provided with the bid document, for reference in the; tender evaluation by SPC, ascertaining (before awarding) user acceptance of deviations from the spec by MSD and inspecting the consignments delivered to MSD.

The artwork of the; specimen labels, minimum pack and outer most box/shipper carton, that satisfies the above mentioned labeling conditions shall be provided before signing the contract with the performance bond.

34 The supplier shall submit all shipping documents to (Including Bills of Lading / Draft Air Way Bills etc.) SPC Imports department and MSD by e-mail (**follow instructions in website www.msd.gov.lk**), at least 03 days before the Expected Time of Arrival (ETA) of sea freighted consignments & 02 days before the ETA of Air freighted consignments.

35. After releasing the Indent/PO or establishing L/C, the latest logistical position of manufacturing & supply on the Indent/PO, shall be updated biweekly through e-mails to SPC with a copy to MSD by the supplier.(follow instructions in the website www.msd.gov.lk)
If it is not complied or the information so provided are found to be incomplete/false, the grace period (for supply delays) mentioned in the condition No. 27 will not be applicable.

Common conditions

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

37. Administrative surcharge of 25%(on the value of goods), will be applied for tender condition violations that cause deficiencies in supply with respect to; quality, standards & specifications, short packing & short supply or delayed delivery as per the cabinet decision. **(eg. As in conditions No. 08,05,10,13)**

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

(b) Part B-Special Order Conditions (SOC) of Supply

Note: SOCs are used, when it is really necessary to enable, item/order list specific deviations from the GOC clauses that are applicable to all or selected items in the order list concerned and in which case the relevant order list No. and SR No. s, shall be indicated separately against each clause of SOC, with the counter signature of Director (MSD) to make it effective.

Sufficient quantity of samples should be forwarded for evaluation.

Special Conditions

- Suppliers should submit all shipping documents including the Bill of lading or Air Way Bill to SPC at least 2-3 days prior to arrival of the consignments to prevent any delay in clearance.
- In the event of an award made to you on this tender, SPC reserve the right to cancel/suspend the procuring of said order in any stage, if you would be placed the defaulted supplier's list due to quality failure found in your previous supplies made to SPC or non compliance of contractual agreement.
- This bid is administered by the provisions of the "Public Contract Act No. 3 of 1987" and therefore, in the event bidder is to retain an agent, representative, nominee for and on behalf of Bid or shall register himself and such public contact act in accordance with the section 10 of the Public Contract Act and produce such valid original certificate of registration with the bid.
- 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.
- Destination Terminal Handling charges (THC) should be borne by the supplier at the Port of Loading. Hence when the C&F prices are quoted this should be inclusive of THC.
- The bid submitted should be duly signed and endorsed by the Bidder/ Tenderer him self (with the name and designation of the signatory) or by the representative. Representatives submit offers on behalf of their principals should submit a letter of authorization and power of attorney (if signing on behalf of the principals) and also should submit documentary proof on their registration as per the Act. No. 03 of 1987 with the Department of the Registrar of Companies – Sri Lanka.
- In the event of delivery of consignments deviating from given delivery schedule by MSD due to default of supplier and same is rejected due lack of storage space available at MSD warehouses, any resulting demurrage charges incurred shall be borne by the suppliers concerned.
- **All Shipment should be made exclusively on vessels belonging to the Ceylon Shipping Corporation or those chartered by CSC. Shipments on other vessels will be permitted in instances where vessels of the Ceylon Shipping Corporation do not call at the Port of Shipment or if they are not available for timely shipment of cargo. In which event the supplier should attach a waiver certificate issued by Ceylon Shipping Corporation on their Authorized Agent in the supplier's country.**

BID NO: DHS/S/WW/78/24 CLOSING ON : 29.08.2023 at 9.00 a.m.

ORDER LIST NUMBER: 2024/SPC/N/R/S/00298

ITEM NO	SR NO	ITEM	QTY	DELIVERY	Bid Bond value (LKR)
1	18600404	L Plate, for Oral and Maxillofacial surgery, 1.5mm x 5 holes, left, AO standard or similar, Pure Titanium. Packing: 1 Nos.	965 Nos.	500-Jan/2024 465-Jun/2024	41,250.00
2	18600405	L Plate, for Oral and Maxillofacial surgery, 2.0mm x 7 holes, left, AO standard or similar, Pure Titanium. Packing: 1 Nos.	1000 Nos.	500-Jan/2024 500-Jun/2024	72,060.00
3	18600407	L Plate, for Oral and Maxillofacial surgery, 1.5mm x 5 holes, right, AO standard or similar, Pure Titanium. Packing: 1 Nos.	1200 Nos.	600-Jan/2024 600-Jun/2024	51,290.00
5	18600602	Orbital Plate, for Oral and Maxillofacial surgery, 1.5mm x 8 holes, curved,AO standard or similar Pure Titanium Packing: 1 Nos.	1185 Nos.	685-Jan/2024 500-Jun/2024	295,880.00
8	18601010	MF Cortex Screw, for Oral and Maxillofacial surgery, 1.5mm dia., 6mm length, self tapping, made from pure titanium.(To be obtained from same source of plates) Packing: 1 pack	4500 pack	2500-May/2024 2000-Sep/2024	82,280.00
9	18601011	MF Cortex Screw, for Oral and Maxillofacial surgery, 1.5mm dia., 8mm length, self tapping, made from pure titanium.(To be obtained from the same source of plates) Packing: 1 pack	670 pack	670-Jun/2024	177,050.00
12	18601303	Emergency Screw, for Oral and Maxillofacial surgery, 1.7mm dia., self tapping, 6mm length, made from pure titanium.(To be obtained from the same source of plates) Packing: 1 pack	1000 pack	500-Jan/2024 500-Jun/2024	N/A

All tenderers should furnish an unconditional Bid Bond encashable on demand to the value mentioned in the item list. Bid Bond should be submitted with valid up to 25.03.2024 together with the tender

1. Page 9 Condition No. 19.b

Registrar of public contracts

This clause should be amended as awards over Sri Lanka rupees Five Million instead of (LKR) Ten Million.

1. Page 10 Condition No. 20. A

Representative samples in respect of items offered should be submitted to reach SPC on or before the closing time on the closing date of tender and acknowledgement receipt to be obtained from Administration Department of SPC.

Contract:
The successful supplier should agree to enter into a contract/Agreement is applicable normally for awards which are over LKR 500,000.00 instead of 10.0 Million.

Bidding Document Fee- As per the guideline 6.1.1 (a) of the Government Procurement Guidelines 2006.

A non refundable fee of Rs. 12,500/= + taxes should be paid in cash to SPC for each set of Tender Documents

Amendments of Bidding Document for Procurement of Surgical/Lab items

(1) **Clause 8**

(a) Bid Bonds to be submitted for each item (SR Number) when estimated value of each item exceeds LKR 01 Million.

(b) Value and validity applicable for the submission of Bid Bond for each item should be as indicated therein.

08.2 The Bid Bond should be valid for at least 30 days beyond the validity of the Bid.

(c) To be deleted.

(2) **Clause 12**

Amend as **REIMBURSEMENT**

12.1 Corporation reserves 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 labeling.

(3) **Clause 16.6**

Any request for a price increment due to LKR depreciating against foreign currency will not be accepted and such bid will be rejected at the preliminary stage of bid evaluation.

(4) **Clause 28.0**

Evaluation will be done as per Bid Form (Annex – II B) and Bid Evaluation Summary Sheet. (Annex – II C, to be submitted along with the Bid and a soft copy as per instruction given in www.spc.lk Web Site)

(5) 2nd column of Annex II B amend as "FULL DESCRIPTION OF ITEM OFFERED THE STANDARD & STORAGE CONDITION"

(6) Annex – 1 to be amend as follows.

SPECIMEN OF ANNEX – 1

ANNEX – 1

BID NO/ BID REFERENCE :
(TENDER NO)

DATE OF ISSUE :

CLOSING DATE & TIME :
(SRI LANKAN TIME)

ORDER LIST NO :

SR No	Item Description/ Specifications	Quantity	Delivery Schedule

Amount of Bid Bond : LKR …….. or USD …….. to be submitted along with the Bid Bond valid till …… (date)

Bid validity period : Bid should be valid till …….. (date)

Bid Document Fee : ……
(should be paid in cash to SPC for each set of Bid Documents)

MSD CONDITIONS OF SUPPLY

1.
2.

Abbreviations : SPC ; State Pharmaceuticals Corporation, MSD; Medical Supplies Division

Annex VI

SPECIMEN OF CONTRACT FORM (IB)

STATE PHARMACEUTICALS CORPORATION OF SRI LANKA

(Established under the State Industrial Corporation Act, No. 49 of *1957)*
"Mehewara Piyasa", 16th Floor, No. 41, Kirula Road, Colombo 05,Sri Lanka.
Telephone (00)94-1-2335008 Fax: (00)94-11-2582495
E-mail: dgmsurgical@spc.lk or mgrsurgical@spc.lk

DEMOCRATIC SOCIALISTREPUBLIC OF SRI LANKA
AGREEMENT

SPC Ref. No Date :
Bid Ref.

This **AGREEMENT** made and entered into between the State Pharmaceuticals Corporation of Sri Lanka, a Corporation established under the State Industrial Corporation Act. No. 49 of 1957 and having its Head Office at "Mehewara Piyasa", 16th Floor, No. 41, Kirula Road, Colombo 05, 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 **FIRST PART**

AND

M/s ……..
…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 **SECOND PART.**

AND

M/s ……..
…business under the time, style and firm of a company duly registered and carrying business (hereinafter called "the Local Agent" 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 **THIRD PART.**

Whereas the State Pharmaceuticals Corporation has accepted the bid of M/s ………………
…………………………………………………………………………… for the supply and delivery of………………………………………………… as per the attached indent for ……………… marked SPC ……………………………… . Dated ……………………………… and M/s
……………………………………………………… will act as local agent of the supplier for all matters arising out of supplies here of.

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. The following documents: -

(a) Conditions of Contract marked – Annex 1
(b) Bid Documents marked – Annex 2
(c) Copy of Indent marked – Annex 3

(hereinafter called ñthe Contract Documentsò) showing and describing the nature and scope of the agreement duly signed by three parties shall be deemed to form and be read and construed as part and partial 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, and the local agent will be responsible for all the matters regarding the supplies which do not confirm to required standard..

The supplier shall be paid for such supply and delivery of the goods according to the Indent marked and in the manner and at the times hereinafter specified.

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

In witness whereof the State Pharmaceuticals Corporation has caused its Common Seal to be affixed and é é é é é é é é é and é é é é é é é é é é . of State Pharmaceuticals Corporation have set their hands and Supplier and the Local Agent has placed its hand/caused its Common Seal to be affixed hereunto and to two other of the same tenor on this é é é é é .20é

The Common Seal of M/s (supplier)é é é é é é é é é é é é é é é é é é ... herein.

1. ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ..

President/Managing Director/C.E.O.

2. ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ..

Director

Witnesses

Signature	Name, Address and ID No./Passport No.
1. é é é é é é é é é é é .	é é é é é é é é é é é é é é é ..
2. é é é é é é é é é é é .	é é é é é é é é é é é é é é é é

The Common Seal of M/s. é é é é é é é é é é é é é é é (Local Agent) herein.

é é é é é é é é é é é é é é é .
President/Managing Director/C.E.O.

é é é é é é é é é é é é é é é .
Director

Witnesses

Signature	Name, Address and ID No./Passport No.
1. é é é é é é é é é é é .	é é é é é é é é é é é é é é é ..
2. é é é é é é é é é é é .	é é é é é é é é é é é é é é é é

CONDITIONS OF CONTRACT

3.FREE REPLACEMENT /REIMBURSEMENT

3.1 SPC reserves the right to call for Free Replacement/Reimbursement in the event of

3.1.1 Short packing
3.1.2 Loss/damage or deterioration of goods supplied (within shelf-life if applicable)
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/or quality standards to the satisfaction of Medical Supplies Division of Sri Lanka/ State Pharmaceuticals Corporation of Sri Lanka.

3.2 In the event of a quality problem, Batch samples would be tested by SPC its authorized personnel at the NMQAL or SPC Quality Assurance Laboratory or any other Quality Assurance Laboratory nominated by SPC or its fitness for use will be determined by and expert Committee appointed by the relevant authority.

3.3 **Withdrawal from use of Item due to quality failure.**

a) In case of batch withdrawal due to quality failure, the supplier/ manufacturer shall reimburse the value of entire batch quantity supplied.
b) In case of product withdrawal due to quality failure, the supplier/ manufacturer shall reimburse the value of entire product quantity supplied.
c) In the event of either a) or b) above the supplier/ manufacturer shall be surcharged additional 25% of the total value concerned as administrative cost.

Samples from the available batches will be retained by 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 and the Local Agent agreed to reimburse the SPC the landed cost and an additional 25% surcharge of the total quantity supplied.

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 7 working days of receipt of same in writing. Parties however shall endeavours 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 parties at the respective addresses at the beginning hereof written.

The common seal of State Pharmaceuticals Corporation of Sri Lanka was affixed)

heretoé)
é .)
é .)
é .)

Authorized signatory

Authorized signatory

<u>Witnesses</u>

Signature Name, Address and ID No

1……………….. **…………………………………………….**

2………………… **……………………………………………..**

VH/ns

ANNEX – 1

BID NO. : DHS/S/WW/79/24
DATE OF ISSUE : 18TH JULY 2023
CLOSING DATE & TIME : 29TH AUGUST 2023 AT 09.00 HOURS SRI LANKA TIME

Special Conditions for tendering :

1. Offers should be accompanied with the valid registration certificate issued by the National Medicine Regulatory Authority in Sri Lanka
2. Offered item should bear both our SR number and the Item number. However at the bid opening only the item numbers will be read out. Therefore price quoted should be shown against each item number.
3. If the shipment is being effected on FCL basis both FOB and Freight charges should be quoted separately against each item in addition to quoted C & F price.
4. The volume of the total quantity of each item should be given in cubic meters (m^3)
5. **Foreign offers should be on C & F (CPT/CFR) Colombo basis. FOB offers are not acceptable. If offers are received on Import & Supply basis from local suppliers, those offers should be in LKR. All local suppliers/manufacturers should quote in LKR for the total delivery price to MSD stores.**
6. **Fax/E-mail offers directly sent to State Pharmaceuticals Corporation are not acceptable. Tenderers are requested to draw their attention to the clause "Submission of Bids" of the bid document in this regard.**
7. 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.
8. The original payment receipt has to be annexed to the offer. Offers without same will be rejected.
9. We reserve the right to reject offers which do not comply above.
10. The offer should be valid up to 24.02.2024

CONDITIONS FOR SUPPLY OF SURGICAL ITEMS

(a) Part A-General Order Conditions (GOC) of Supply

1. The consignments supplied in respect of an order concerned, shall exactly match with the reference sample submitted and the product information (item descriptions, shelf life/warranty where applicable, manufacturer²s name, country of manufacture, country of origin, etc.) provided in the bid document by the supplier, which has been accepted by the procurement committee, and included in the Indent / Purchase Order (PO), issued by SPC.

2. All items shall be supplied, sourcing from the manufacturer and country of manufacturer, stated in the Purchase Order (PO)/Indent of SPC and wherever applicable shall have a valid product registration or waiver of registration from NMRA.

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

When the validity of the product/manufacturing licenses and registrations of NMRA (eg; manufacturing license, product registration and GMP certificates), of local manufacturers / local suppliers, lapses during the year or during the period of supply (delivery schedule), it shall be extended / renewed by the supplier.

A certified copies of afore mentioned valid certificates shall be submitted to MSD by the supplier when deliveries are made.

4. The number of batches per consignment shall be minimal. Batch quantity shall be an equal multiple of the quantity of the consignment and the proportionate size of the batch quantity shall be not less than 15% of the quantity in the consignment.

5. If MSD decides to accept a part or full consignment, with deviations from certain tender conditions (eg: with regard to labeling/packaging etc. due to an urgency, that shall be done subject to, either rectifying the defect within 05 working days by the supplier, or recovering the total cost [a] of rectifying the defect by MSD (via a duly contracted third party providing such services), from the supplier with a 25% surcharge on the labeling cost. (total charge = [a]+[a]x0.25) or 2% of the invoiced value, whichever is the highest.

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

6. The specifications of the product offered by the suppliers in the tender, shall match with the tender specifications for the item and **any form of alternate offers for the same, will not be entertained,** when there are product/s offered in compliance with the tender specification.

Shelf life & Warrantees

7. In respect of Non consumables; laboratory items and surgical items: Manufacturer or supplier or local agent shall provide a warranty for a period, not less than as specified in the specification of the item and /or it²s sub components/articles supplied (eg: Special Instrument sets), unless otherwise agreed upon prior to awarding the tender.

The supplier²s invoice shall indicate, the validity period of the warrantee from the date of receiving goods at MSD and a warrantee card with all details, including the local contact details of warrantee services provider, shall also be inserted in each individual pack.

Foreign suppliers of all such items shall have their own local agent in Sri Lanka, capable of providing technical support, repair and spares, when necessary (**This clause No. 07 is not applicable for all Pharmaceuticals and all Consumable Surgical & Laboratory items)**

8. Freshly manufactured stocks of the product shall be supplied; thereby the residual Shelf Life (shelf life remaining at the time of delivery of goods in Sri Lanka/MSD stores/Sri Lanka) of the product, shall be 85% of the product shelf life specified in Indent/PO or as certified in the product registration certificate or indicated in any other way by NMRA)

(a) When the shelf life is not specified in the indent/PO/item spec; the requested shelf life shall be considered as, 36 months for consumable surgical items. (Shelf life of not applicable for surgical non-consumables) and 24 months for Pharma/Laboratory items. The Difference of the residual and requested product shelf life shall not exceed $1/6^{th}$ (one sixth) of the original product shelf life.

(b) In the violation of the above tender condition, Director/MSD reserves the right to accept a reduced quantity, that is usable (as per the actual consumption rate) up to three months before the expiry of same and will subject to application of a penalty (as clause No. 37 and footnote 01)

Standards & Quality

9. Standards; In respect of all Pharmaceutical products supplied, shall comply Pharmacopoeia Standards that are indicated in the item specifications, other Pharmacopoeia Standards accepted in the product registration by the National Medicines Regulatory Authority.

10. As per the product registration dossier approved by NMRA, the product information leaflet (PIL) for the Pharmaceuticals items and the user manual/instruction pamphlet for surgical items. With information to users regarding the; storage conditions, maintenance, and other product compatibilities, shall be provided with the product, for acceptance of goods by MSD.

Any product deficient of or incompatible with, its sub-components/accessories, not at the specified quality standards or all its components not unitized appropriately in packaging (as a set) shall be rejected.

11. Withdrawal from use of items due to quality failure found as manufacturer²s fault:

(a). In case of batch withdrawal, **value of entire batch quantity supplied** shall be recovered from the supplier.

(b).In case of product withdrawal, **value of entire product quantity** supplied shall be recovered from the supplier.

(c). In the event of either a) or b) above, supplier shall be charged the total **cost involved for MSD, of the quality failed supplies** with 25% administrative surcharge of the same.

12. The storage conditions and the packing requirements of the product shall conform to the information given by the manufacturer and accepted by NMRA for the product registration or shall conform to the information submitted for waiver of registration granted by NMRA in exceptional circumstances.(refer clause No.24)

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

13. Immediately after delivery at MSD, the consignments shall be subjected to testing appropriately drawn, one random batch sample (Post-delivery sample) of the consignment at a government/semi-government/accredited laboratory (to be selectively applied for Surgical & Lab items, depending on availability of testing methodology and facilities)

If the sample is found to be substandard, random batch samples will be tested from all the batches/lots in the consignment, and entire expenses on such tests, like value of samples, transport, sampling and testing charges, etc, will be recovered from the supplier.

14. Consignments supplied to MSD violating the storage conditions indicated on product labels and/or product information leaflet (as accepted for product registration at NMRA), shall be considered as quality affected consignments and quality assurance of such consignments shall be carried out by post-delivery testing at government / semi government laboratory in Sri Lanka or at an accredited laboratory (foreign/local). All the expenses on such an event, including storage cost shall be borne by the supplier. If found to be quality affected the consignment will be treated as quality failed (as clause No.11).

Pack size, Labeling & Packaging

15. Offers for pack sizes at a lower level(smaller quantity per pack) than the pack size specified in the item description/specification and MSD order List, are also acceptable, but higher level (larger quantity per pack) pack sizes will not be entertained unless otherwise offered with the original bid and accepted by the procurement committee, with the concurrence of MSD.

16. In respect of bulk packs of all pharmaceuticals (not applicable for blister/strip packs), ³DHS´ mark shall be
(a). embossed or printed in case of tablets
(b). printed in case of capsules

Above condition can be waved off, if the purchase order quantity is less than 100,000 tablets/capsules, with deliveries in one/more lots **or** when an exemption is notified in the special order conditions of the relevant MSD order list (**This clause No. 16 is not applicable for all consumable and Non consumable Surgical and Laboratory Items)**

17. Each; innermost pack, vial/ampoule, pre-filled syringe or bottle, shall bear the item Description, SR No, Batch No/Lot no., Product Reference/Catalogue No.s of Surgical items), Date of Manufacture, Date of Expiry (of consumables only) and ³STATE LOGO´ of Government of Sri Lanka.

It is essential to include and exactly match the dates of Expiry (not applicable for Surgical Non-consumables) & date of Manufacture (in any form as ³Year & Month´ or ³No Exp.´), in the innermost pack and supplier²s invoice.

18. Description of the Item, SR No, Date of Manufacture, Date of Expiry, Batch No, Name and address of manufacturer and ³STATE LOGO´ of Sri Lanka Government shall be clearly marked on the outer covering of the individual/innermost pack containing the minimum unit of measure, including blister & strip cards and on the outer cover of the carton/box.
Any deviations of the Date of Manufacture (DOM)/ Date of Expiry(DOE)declared in the offer shall be approved by MSD and DOM & DOE shall consist of at least the year & month.

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

20. Batch Number of the product shall be separately Barcoded (in Code 128 or 2D formats) and Barcode shall be printed on the labels at all levels of packing as described below, conforming to the industry standards in Barcode printing and pasting.
Format shall be according to Code 128 or 2D standards.
Maximum barcode size shall be 5.0cm (length) x 2.5cm (width).

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

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

Storage Conditions & Temperature

22. If the storage temperature & conditions are not specified in the item specification, NMRA accepted product storage conditions, shall conform to Sri Lankan ambient storage conditions in the ranges of 30^0c +/- 2^0c temperature and 75% +/-5% relative humidity. The product storage conditions shall be clearly indicated at all levels of labels/packages/boxes.

23. Maintenance of Cold Chain;

a. In case of cold storage items, cold chain monitors (temperature recording devices) shall be included for each carton and the cold chain shall be maintained according to the manufacturer²s instructions during storage, transport and delivery.

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

c. If the cold chain break is observed at the time of taking over the consignments by MSD, such consignments shall be rejected, indicating the reason on the relevant **WDN or copy of the delivery documents.** In such an event, the SPC shall arrange necessary cold storage for the consignment until ±observed cold chain break² is investigated leading to acceptance / total rejection of consignment and the expenses born by MSD / SPC in arranging the cold storage shall be recovered from the supplier.

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

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

24. In respect of the products requiring controlled temperature storage (Eg. < 25^0c, 2-25^0c, 15-20^0c/30^0c, 2-8^0c etc.), supplier shall provide MSD with latest product stability study reports with the invoice of the consignment.(report shall include studies; at 30^0c +/- 2^0c & 75% +/- 5% RH for **AC stored** items and at 25^0c +/- 2^0c & 60% +/- 5% RH for **Cold stored** items. It shall be a true copy of the latest report submitted to NMRA or a report issued within last 05 years). (refer clause No.12)

Delivery Requirements

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

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

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

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

(a). A penalty of 0.5% per day of the consignment value, calculated commencing from the 15th day up to 60th day delay from the due delivery date, as per the indent/PO or its² latest amended delivery schedules.

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

28. (i). If any local purchases were to be made by MSD/SPC to ensure continuity of supply (due to noncompliance of Indent/PO/its² amended; delivery schedule); in the ensuing period inclusive of the grace period for delivery from due delivery date, extra expenditure incurred on such local purchases, over the landed cost of relevant SPC main order, shall be recovered from the supplier.

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

29. In respect of local manufacturers/ local suppliers, all deliveries shall be made only on week days excluding public holidays, also allowing adequate time to enable the completion of the receiving process at MSD stores before 3.30 p.m.

In the event of failure to meet this deadline due to supplier²s fault (eg. In delivery; time, product, document, etc.) goods shall be accepted on the following working day, such date shall be counted for working out penalties as per No. 27 (regarding defaulted consignment) of the conditions of supply.
As an alternative, supplier can request MSD to take over the consignment on the same day, subject to settling all other expenses (i.e. staff OT, forklift charge, etc.) of MSD, by the supplier.

30. The extension of L/C²s overstepping delivery schedules in the Indent/PO/its² amendments, shall not in any way affect the recovery of late delivery charges, as per Condition No. 27 (regarding defaulted consignments) and any other direct or indirect additional costs/liquidated damages, relating/consequent to extension of L/C.

31. When adequate storage space is not available at MSD, to accept a delivery defaulted consignment (deviating from the delivery schedule in the Indent/PO/its² amendments) under the condition No. 27, any additional expenses caused to MSD or SPC in arranging temporary external storage and other expenses (eg. demurrage, detention, container storage, re-handling cum transport, etc.) shall be borne by the supplier.

Documents & Information

32. MSD Order No, Item Description, SR No, Batch No., Date of Manufacture, Date of Expiry and product Storage Condition, shall be indicated in all Supply Invoices and detailed Packing Lists.

33. One of the tender samples of the selected bid shall be forwarded to MSD, for using as a reference sample (can make it; a part of the last consignment or a returnable to supplier) for checking the conformity of the consignments received under the indent/PO. (applicable for all surgical items and laboratory regular items except when specified in respective order lists).

The product artwork or dimensional detail diagrams, product Catalogues and Catalog No²s, as necessary for the surgical items (**not relevant to pharmaceutical & Laboratory items)** shall be provided with the bid document, for reference in the; tender evaluation by SPC, ascertaining (before awarding) user acceptance of deviations from the spec by MSD and inspecting the consignments delivered to MSD.

The artwork of the; specimen labels, minimum pack and outer most box/shipper carton, that satisfies the above mentioned labeling conditions shall be provided before signing the contract with the performance bond.

34 The supplier shall submit all shipping documents to (Including Bills of Lading / Draft Air Way Bills etc.) SPC Imports department and MSD by e-mail (**follow instructions in website www.msd.gov.lk**), at least 03 days before the Expected Time of Arrival (ETA) of sea freighted consignments & 02 days before the ETA of Air freighted consignments.

35. After releasing the Indent/PO or establishing L/C, the latest logistical position of manufacturing & supply on the Indent/PO, shall be updated biweekly through e-mails to SPC with a copy to MSD by the supplier.(follow instructions in the website www.msd.gov.lk)
If it is not complied or the information so provided are found to be incomplete/false, the grace period (for supply delays) mentioned in the condition No. 27 will not be applicable.

Common conditions

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

37. Administrative surcharge of 25%(on the value of goods), will be applied for tender condition violations that cause deficiencies in supply with respect to; quality, standards & specifications, short packing & short supply or delayed delivery as per the cabinet decision. **(eg. As in conditions No. 08,05,10,13)**

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

(b) Part B-Special Order Conditions (SOC) of Supply

Note: SOCs are used, when it is really necessary to enable, item/order list specific deviations from the GOC clauses that are applicable to all or selected items in the order list concerned and in which case the relevant order list No. and SR No. s, shall be indicated separately against each clause of SOC, with the counter signature of Director (MSD) to make it effective.

Sufficient quantity of samples should be forwarded for evaluation.

Special Conditions

- Suppliers should submit all shipping documents including the Bill of lading or Air Way Bill to SPC at least 2-3 days prior to arrival of the consignments to prevent any delay in clearance.
- In the event of an award made to you on this tender, SPC reserve the right to cancel/suspend the procuring of said order in any stage, if you would be placed the defaulted supplier's list due to quality failure found in your previous supplies made to SPC or non compliance of contractual agreement.
- This bid is administered by the provisions of the "Public Contract Act No. 3 of 1987" and therefore, in the event bidder is to retain an agent, representative, nominee for and on behalf of Bid or shall register himself and such public contact act in accordance with the section 10 of the Public Contract Act and produce such valid original certificate of registration with the bid.
- 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.
- Destination Terminal Handling charges (THC) should be borne by the supplier at the Port of Loading. Hence when the C&F prices are quoted this should be inclusive of THC.
- The bid submitted should be duly signed and endorsed by the Bidder/ Tenderer him self (with the name and designation of the signatory) or by the representative. Representatives submit offers on behalf of their principals should submit a letter of authorization and power of attorney (if signing on behalf of the principals) and also should submit documentary proof on their registration as per the Act. No. 03 of 1987 with the Department of the Registrar of Companies – Sri Lanka.
- In the event of delivery of consignments deviating from given delivery schedule by MSD due to default of supplier and same is rejected due lack of storage space available at MSD warehouses, any resulting demurrage charges incurred shall be borne by the suppliers concerned.
- **All Shipment should be made exclusively on vessels belonging to the Ceylon Shipping Corporation or those chartered by CSC. Shipments on other vessels will be permitted in instances where vessels of the Ceylon Shipping Corporation do not call at the Port of Shipment or if they are not available for timely shipment of cargo. In which event the supplier should attach a waiver certificate issued by Ceylon Shipping Corporation on their Authorized Agent in the supplier's country.**

BID NO: DHS/S/WW/79/24 CLOSING ON : 29.08.2023 at 9.00 a.m.

ORDER LIST NUMBER: 2024/SPC/N/R/S/00302

ITEM NO	SR NO	ITEM	QTY	DELIVERY	Bid Bond value (LKR)
1	18600801	Unilock Reconstruction Plate, for Oral and Maxillofacial surgery, 2.4mm x 24 holes, 192mm length,AO standard or similar, Pure Titanium. Packing: 1 Nos.	300 Nos.	150-Jan/2024 150-Jun/2024	226,080.00
4	18600804	Unilock Reconstruction Plate, for Oral and Maxillofacial surgery, angled/left, 2.4mm x 21 + 6 holes, 170mm/50mm length, Titanium Packing: 1 Nos.	400 Nos.	200-Jan/2024 200-Jun/2024	376,000.00
7	18601202	Unilock Screw, for unilock Reconstruction plates, for Oral and Maxillofacial surgery, 2.4mm dia., 10mm length, self tapping, made from pure titanium. (To be obtained from the same source of plates) Packing: 1 pack	1170 pack	670-Jan/2024 500-Jun/2024	25,550.00
11	18602001	Bur Round, for Oral and Maxillofacial surgery, size 3.0mm dia., 16mm usable length, 28mm total length , AO Standard or similar, stainless steel.(To be obtained from the same source of plates) Packing: 1 Nos.	440 Nos.	220-Jan/2024 220-Jun/2024	158,550.00
13	18603001	Arch Bars, Erichs Type, stainless steel. Packing: 1 Nos.	2580 Nos.	1580-Jan/2024 1000-Jun/2024	N/A

All tenderers should furnish an unconditional Bid Bond encashable on demand to the value mentioned in the item list. Bid Bond should be submitted with valid up to 25.03.2024 together with the tender

1. Page 9 Condition No. 19.b

Registrar of public contracts

This clause should be amended as awards over Sri Lanka rupees Five Million instead of (LKR) Ten Million.

1. Page 10 Condition No. 20. A

Representative samples in respect of items offered should be submitted to reach SPC on or before the closing time on the closing date of tender and acknowledgement receipt to be obtained from Administration Department of SPC.

Contract:
The successful supplier should agree to enter into a contract/Agreement is applicable normally for awards which are over LKR 500,000.00 instead of 10.0 Million.

Bidding Document Fee- As per the guideline 6.1.1 (a) of the Government Procurement Guidelines 2006.

A non refundable fee of Rs. 12,500/= + taxes should be paid in cash to SPC for each set of Tender Documents

Amendments of Bidding Document for Procurement of Surgical/Lab items

(1) **Clause 8**

(a) Bid Bonds to be submitted for each item (SR Number) when estimated value of each item exceeds LKR 01 Million.

(b) Value and validity applicable for the submission of Bid Bond for each item should be as indicated therein.

08.2 The Bid Bond should be valid for at least 30 days beyond the validity of the Bid.

(c) To be deleted.

(2) **Clause 12**

Amend as **REIMBURSEMENT**

12.1 Corporation reserves 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 labeling.

(3) **Clause 16.6**

Any request for a price increment due to LKR depreciating against foreign currency will not be accepted and such bid will be rejected at the preliminary stage of bid evaluation.

(4) **Clause 28.0**

Evaluation will be done as per Bid Form (Annex – II B) and Bid Evaluation Summary Sheet. (Annex – II C, to be submitted along with the Bid and a soft copy as per instruction given in www.spc.lk Web Site)

(5) 2nd column of Annex II B amend as "FULL DESCRIPTION OF ITEM OFFERED THE STANDARD & STORAGE CONDITION"

(6) Annex – 1 to be amend as follows.

SPECIMEN OF ANNEX – 1

ANNEX – 1

BID NO/ BID REFERENCE :
(TENDER NO)

DATE OF ISSUE :

CLOSING DATE & TIME :
(SRI LANKAN TIME)

ORDER LIST NO :

SR No	Item Description/ Specifications	Quantity	Delivery Schedule

Amount of Bid Bond : LKR …….. or USD …….. to be submitted along with the Bid Bond valid till …… (date)

Bid validity period : Bid should be valid till …….. (date)

Bid Document Fee : ……
(should be paid in cash to SPC for each set of Bid Documents)

MSD CONDITIONS OF SUPPLY

1.
2.

Abbreviations : SPC ; State Pharmaceuticals Corporation, MSD; Medical Supplies Division

Annex VI

SPECIMEN OF CONTRACT FORM (IB)

STATE PHARMACEUTICALS CORPORATION OF SRI LANKA

(Established under the State Industrial Corporation Act, No. 49 of *1957)*
"Mehewara Piyasa", 16th Floor, No. 41, Kirula Road, Colombo 05,Sri Lanka.
Telephone (00)94-1-2335008 Fax: (00)94-11-2582495
E-mail: dgmsurgical@spc.lk or mgrsurgical@spc.lk

DEMOCRATIC SOCIALISTREPUBLIC OF SRI LANKA
AGREEMENT

SPC Ref. No   Date :
Bid Ref.

This **AGREEMENT** made and entered into between the State Pharmaceuticals Corporation of Sri Lanka, a Corporation established under the State Industrial Corporation Act. No. 49 of 1957 and having its Head Office at "Mehewara Piyasa", 16th Floor, No. 41, Kirula Road, Colombo 05, 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 **FIRST PART**

AND

M/s …………………………………………………………………………………..
…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 **SECOND PART.**

AND

M/s …………………………………………………………………………………..
…business under the time, style and firm of a company duly registered and carrying business (hereinafter called "the Local Agent" 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 **THIRD PART.**

Whereas the State Pharmaceuticals Corporation has accepted the bid of M/s ………………………………………………………………………………………… for the supply and delivery of………………………………………… as per the attached indent for ……………… marked SPC ……………………………… . Dated ……………………………… and M/s ……………………………………………………… will act as local agent of the supplier for all matters arising out of supplies here of.

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. The following documents: -

   (a) Conditions of Contract marked – Annex 1
   (b) Bid Documents marked – Annex 2
   (c) Copy of Indent marked – Annex 3

(hereinafter called ñthe Contract Documentsò) showing and describing the nature and scope of the agreement duly signed by three parties shall be deemed to form and be read and construed as part and partial 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, and the local agent will be responsible for all the matters regarding the supplies which do not confirm to required standard..

The supplier shall be paid for such supply and delivery of the goods according to the Indent marked and in the manner and at the times hereinafter specified.

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

In witness whereof the State Pharmaceuticals Corporation has caused its Common Seal to be affixed and é é é é é é é é é and é é é é é é é é é é . of State Pharmaceuticals Corporation have set their hands and Supplier and the Local Agent has placed its hand/caused its Common Seal to be affixed hereunto and to two other of the same tenor on this é é é é é .20é

The Common Seal of M/s (supplier)é é é é é é é é é é é é é é é é é é ... herein.

1. ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ..

President/Managing Director/C.E.O.

2. ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ..

Director

Witnesses

Signature	Name, Address and ID No./Passport No.
1. é é é é é é é é é é é .	é é é é é é é é é é é é é é é ..
2. é é é é é é é é é é é .	é é é é é é é é é é é é é é é é

The Common Seal of M/s. é é é é é é é é é é é é é é é (Local Agent) herein.

é é é é é é é é é é é é é é é .
President/Managing Director/C.E.O.

é é é é é é é é é é é é é é é .
Director

Witnesses

Signature	Name, Address and ID No./Passport No.
1. é é é é é é é é é é é .	é é é é é é é é é é é é é é é ..
2. é é é é é é é é é é é .	é é é é é é é é é é é é é é é é

CONDITIONS OF CONTRACT

3.FREE REPLACEMENT /REIMBURSEMENT

3.1 SPC reserves the right to call for Free Replacement/Reimbursement in the event of

3.1.1 Short packing
3.1.2 Loss/damage or deterioration of goods supplied (within shelf-life if applicable)
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/or quality standards to the satisfaction of Medical Supplies Division of Sri Lanka/ State Pharmaceuticals Corporation of Sri Lanka.

3.2 In the event of a quality problem, Batch samples would be tested by SPC its authorized personnel at the NMQAL or SPC Quality Assurance Laboratory or any other Quality Assurance Laboratory nominated by SPC or its fitness for use will be determined by and expert Committee appointed by the relevant authority.

3.3 **Withdrawal from use of Item due to quality failure.**

a) In case of batch withdrawal due to quality failure, the supplier/ manufacturer shall reimburse the value of entire batch quantity supplied.
b) In case of product withdrawal due to quality failure, the supplier/ manufacturer shall reimburse the value of entire product quantity supplied.
c) In the event of either a) or b) above the supplier/ manufacturer shall be surcharged additional 25% of the total value concerned as administrative cost.

Samples from the available batches will be retained by 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 and the Local Agent agreed to reimburse the SPC the landed cost and an additional 25% surcharge of the total quantity supplied.

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 7 working days of receipt of same in writing. Parties however shall endeavours 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 parties at the respective addresses at the beginning hereof written.

The common seal of State Pharmaceuticals Corporation of Sri Lanka was affixed)

heretoé)
é .)
é .)
é .)

Authorized signatory

Authorized signatory

Witnesses

Signature Name, Address and ID No

1……………….. **………………………………………………**

2………………… **………………………………………………**

VH/ns

ANNEX – 1

BID NO. : DHS/S/WW/80/24
DATE OF ISSUE : 18TH JULY 2023
CLOSING DATE & TIME : 29TH AUGUST 2023 AT 09.00 HOURS SRI LANKA TIME

Special Conditions for tendering :

1. Offers should be accompanied with the valid registration certificate issued by the National Medicine Regulatory Authority in Sri Lanka
2. Offered item should bear both our SR number and the Item number. However at the bid opening only the item numbers will be read out. Therefore price quoted should be shown against each item number.
3. If the shipment is being effected on FCL basis both FOB and Freight charges should be quoted separately against each item in addition to quoted C & F price.
4. The volume of the total quantity of each item should be given in cubic meters (m^3)
5. **Foreign offers should be on C & F (CPT/CFR) Colombo basis. FOB offers are not acceptable. If offers are received on Import & Supply basis from local suppliers, those offers should be in LKR. All local suppliers/manufacturers should quote in LKR for the total delivery price to MSD stores.**
6. **Fax/E-mail offers directly sent to State Pharmaceuticals Corporation are not acceptable. Tenderers are requested to draw their attention to the clause "Submission of Bids" of the bid document in this regard.**
7. 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.
8. The original payment receipt has to be annexed to the offer. Offers without same will be rejected.
9. We reserve the right to reject offers which do not comply above.
10. The offer should be valid up to 24.02.2024

CONDITIONS FOR SUPPLY OF SURGICAL ITEMS

(a) Part A-General Order Conditions (GOC) of Supply

1. The consignments supplied in respect of an order concerned, shall exactly match with the reference sample submitted and the product information (item descriptions, shelf life/warranty where applicable, manufacturer²s name, country of manufacture, country of origin, etc.) provided in the bid document by the supplier, which has been accepted by the procurement committee, and included in the Indent / Purchase Order (PO), issued by SPC.

2. All items shall be supplied, sourcing from the manufacturer and country of manufacturer, stated in the Purchase Order (PO)/Indent of SPC and wherever applicable shall have a valid product registration or waiver of registration from NMRA.

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

When the validity of the product/manufacturing licenses and registrations of NMRA (eg; manufacturing license, product registration and GMP certificates), of local manufacturers / local suppliers, lapses during the year or during the period of supply (delivery schedule), it shall be extended / renewed by the supplier.

A certified copies of afore mentioned valid certificates shall be submitted to MSD by the supplier when deliveries are made.

4. The number of batches per consignment shall be minimal. Batch quantity shall be an equal multiple of the quantity of the consignment and the proportionate size of the batch quantity shall be not less than 15% of the quantity in the consignment.

5. If MSD decides to accept a part or full consignment, with deviations from certain tender conditions (eg: with regard to labeling/packaging etc. due to an urgency, that shall be done subject to, either rectifying the defect within 05 working days by the supplier, or recovering the total cost [a] of rectifying the defect by MSD (via a duly contracted third party providing such services), from the supplier with a 25% surcharge on the labeling cost. (total charge = [a]+[a]x0.25) or 2% of the invoiced value, whichever is the highest.

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

6. The specifications of the product offered by the suppliers in the tender, shall match with the tender specifications for the item and **any form of alternate offers for the same, will not be entertained,** when there are product/s offered in compliance with the tender specification.

Shelf life & Warrantees

7. In respect of Non consumables; laboratory items and surgical items: Manufacturer or supplier or local agent shall provide a warranty for a period, not less than as specified in the specification of the item and /or it²s sub components/articles supplied (eg: Special Instrument sets), unless otherwise agreed upon prior to awarding the tender.

The supplier²s invoice shall indicate, the validity period of the warrantee from the date of receiving goods at MSD and a warrantee card with all details, including the local contact details of warrantee services provider, shall also be inserted in each individual pack.

Foreign suppliers of all such items shall have their own local agent in Sri Lanka, capable of providing technical support, repair and spares, when necessary (**This clause No. 07 is not applicable for all Pharmaceuticals and all Consumable Surgical & Laboratory items)**

8. Freshly manufactured stocks of the product shall be supplied; thereby the residual Shelf Life (shelf life remaining at the time of delivery of goods in Sri Lanka/MSD stores/Sri Lanka) of the product, shall be 85% of the product shelf life specified in Indent/PO or as certified in the product registration certificate or indicated in any other way by NMRA)

(a) When the shelf life is not specified in the indent/PO/item spec; the requested shelf life shall be considered as, 36 months for consumable surgical items. (Shelf life of not applicable for surgical non-consumables) and 24 months for Pharma/Laboratory items. The Difference of the residual and requested product shelf life shall not exceed $1/6^{th}$ (one sixth) of the original product shelf life.

(b) In the violation of the above tender condition, Director/MSD reserves the right to accept a reduced quantity, that is usable (as per the actual consumption rate) up to three months before the expiry of same and will subject to application of a penalty (as clause No. 37 and footnote 01)

Standards & Quality

9. Standards; In respect of all Pharmaceutical products supplied, shall comply Pharmacopoeia Standards that are indicated in the item specifications, other Pharmacopoeia Standards accepted in the product registration by the National Medicines Regulatory Authority.

10. As per the product registration dossier approved by NMRA, the product information leaflet (PIL) for the Pharmaceuticals items and the user manual/instruction pamphlet for surgical items. With information to users regarding the; storage conditions, maintenance, and other product compatibilities, shall be provided with the product, for acceptance of goods by MSD.

Any product deficient of or incompatible with, its sub-components/accessories, not at the specified quality standards or all its components not unitized appropriately in packaging (as a set) shall be rejected.

11. Withdrawal from use of items due to quality failure found as manufacturer²s fault:

(a). In case of batch withdrawal, **value of entire batch quantity supplied** shall be recovered from the supplier.

(b).In case of product withdrawal, **value of entire product quantity** supplied shall be recovered from the supplier.

(c). In the event of either a) or b) above, supplier shall be charged the total **cost involved for MSD, of the quality failed supplies** with 25% administrative surcharge of the same.

12. The storage conditions and the packing requirements of the product shall conform to the information given by the manufacturer and accepted by NMRA for the product registration or shall conform to the information submitted for waiver of registration granted by NMRA in exceptional circumstances.(refer clause No.24)

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

13. Immediately after delivery at MSD, the consignments shall be subjected to testing appropriately drawn, one random batch sample (Post-delivery sample) of the consignment at a government/semi-government/accredited laboratory (to be selectively applied for Surgical & Lab items, depending on availability of testing methodology and facilities)

If the sample is found to be substandard, random batch samples will be tested from all the batches/lots in the consignment, and entire expenses on such tests, like value of samples, transport, sampling and testing charges, etc, will be recovered from the supplier.

14. Consignments supplied to MSD violating the storage conditions indicated on product labels and/or product information leaflet (as accepted for product registration at NMRA), shall be considered as quality affected consignments and quality assurance of such consignments shall be carried out by post-delivery testing at government / semi government laboratory in Sri Lanka or at an accredited laboratory (foreign/local). All the expenses on such an event, including storage cost shall be borne by the supplier. If found to be quality affected the consignment will be treated as quality failed (as clause No.11).

Pack size, Labeling & Packaging

15. Offers for pack sizes at a lower level(smaller quantity per pack) than the pack size specified in the item description/specification and MSD order List, are also acceptable, but higher level (larger quantity per pack) pack sizes will not be entertained unless otherwise offered with the original bid and accepted by the procurement committee, with the concurrence of MSD.

16. In respect of bulk packs of all pharmaceuticals (not applicable for blister/strip packs), ³DHS´ mark shall be
(a). embossed or printed in case of tablets
(b). printed in case of capsules

Above condition can be waved off, if the purchase order quantity is less than 100,000 tablets/capsules, with deliveries in one/more lots **or** when an exemption is notified in the special order conditions of the relevant MSD order list (**This clause No. 16 is not applicable for all consumable and Non consumable Surgical and Laboratory Items)**

17. Each; innermost pack, vial/ampoule, pre-filled syringe or bottle, shall bear the item Description, SR No, Batch No/Lot no., Product Reference/Catalogue No.s of Surgical items), Date of Manufacture, Date of Expiry (of consumables only) and ³STATE LOGO´ of Government of Sri Lanka.

It is essential to include and exactly match the dates of Expiry (not applicable for Surgical Non-consumables) & date of Manufacture (in any form as ³Year & Month´ or ³No Exp.´), in the innermost pack and supplier²s invoice.

18. Description of the Item, SR No, Date of Manufacture, Date of Expiry, Batch No, Name and address of manufacturer and ³STATE LOGO´ of Sri Lanka Government shall be clearly marked on the outer covering of the individual/innermost pack containing the minimum unit of measure, including blister & strip cards and on the outer cover of the carton/box.
Any deviations of the Date of Manufacture (DOM)/ Date of Expiry(DOE)declared in the offer shall be approved by MSD and DOM & DOE shall consist of at least the year & month.

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

20. Batch Number of the product shall be separately Barcoded (in Code 128 or 2D formats) and Barcode shall be printed on the labels at all levels of packing as described below, conforming to the industry standards in Barcode printing and pasting.
Format shall be according to Code 128 or 2D standards.
Maximum barcode size shall be 5.0cm (length) x 2.5cm (width).

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

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

Storage Conditions & Temperature

22. If the storage temperature & conditions are not specified in the item specification, NMRA accepted product storage conditions, shall conform to Sri Lankan ambient storage conditions in the ranges of 30^0c +/- 2^0c temperature and 75% +/-5% relative humidity. The product storage conditions shall be clearly indicated at all levels of labels/packages/boxes.

23. Maintenance of Cold Chain;

a. In case of cold storage items, cold chain monitors (temperature recording devices) shall be included for each carton and the cold chain shall be maintained according to the manufacturer²s instructions during storage, transport and delivery.

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

c. If the cold chain break is observed at the time of taking over the consignments by MSD, such consignments shall be rejected, indicating the reason on the relevant **WDN or copy of the delivery documents.** In such an event, the SPC shall arrange necessary cold storage for the consignment until ±observed cold chain break² is investigated leading to acceptance / total rejection of consignment and the expenses born by MSD / SPC in arranging the cold storage shall be recovered from the supplier.

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

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

24. In respect of the products requiring controlled temperature storage (Eg. < 25^0c, 2-25^0c, 15-20^0c/30^0c, 2-8^0c etc.), supplier shall provide MSD with latest product stability study reports with the invoice of the consignment.(report shall include studies; at 30^0c +/- 2^0c & 75% +/- 5% RH for **AC stored** items and at 25^0c +/- 2^0c & 60% +/- 5% RH for **Cold stored** items. It shall be a true copy of the latest report submitted to NMRA or a report issued within last 05 years). (refer clause No.12)

Delivery Requirements

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

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

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

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

(a). A penalty of 0.5% per day of the consignment value, calculated commencing from the 15th day up to 60th day delay from the due delivery date, as per the indent/PO or its² latest amended delivery schedules.

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

28. (i). If any local purchases were to be made by MSD/SPC to ensure continuity of supply (due to noncompliance of Indent/PO/its² amended; delivery schedule); in the ensuing period inclusive of the grace period for delivery from due delivery date, extra expenditure incurred on such local purchases, over the landed cost of relevant SPC main order, shall be recovered from the supplier.

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

29. In respect of local manufacturers/ local suppliers, all deliveries shall be made only on week days excluding public holidays, also allowing adequate time to enable the completion of the receiving process at MSD stores before 3.30 p.m.

In the event of failure to meet this deadline due to supplier²s fault (eg. In delivery; time, product, document, etc.) goods shall be accepted on the following working day, such date shall be counted for working out penalties as per No. 27 (regarding defaulted consignment) of the conditions of supply.
As an alternative, supplier can request MSD to take over the consignment on the same day, subject to settling all other expenses (i.e. staff OT, forklift charge, etc.) of MSD, by the supplier.

30. The extension of L/C²s overstepping delivery schedules in the Indent/PO/its² amendments, shall not in any way affect the recovery of late delivery charges, as per Condition No. 27 (regarding defaulted consignments) and any other direct or indirect additional costs/liquidated damages, relating/consequent to extension of L/C.

31. When adequate storage space is not available at MSD, to accept a delivery defaulted consignment (deviating from the delivery schedule in the Indent/PO/its² amendments) under the condition No. 27, any additional expenses caused to MSD or SPC in arranging temporary external storage and other expenses (eg. demurrage, detention, container storage, re-handling cum transport, etc.) shall be borne by the supplier.

Documents & Information

32. MSD Order No, Item Description, SR No, Batch No., Date of Manufacture, Date of Expiry and product Storage Condition, shall be indicated in all Supply Invoices and detailed Packing Lists.

33. One of the tender samples of the selected bid shall be forwarded to MSD, for using as a reference sample (can make it; a part of the last consignment or a returnable to supplier) for checking the conformity of the consignments received under the indent/PO. (applicable for all surgical items and laboratory regular items except when specified in respective order lists).

The product artwork or dimensional detail diagrams, product Catalogues and Catalog No²s, as necessary for the surgical items (**not relevant to pharmaceutical & Laboratory items)** shall be provided with the bid document, for reference in the; tender evaluation by SPC, ascertaining (before awarding) user acceptance of deviations from the spec by MSD and inspecting the consignments delivered to MSD.

The artwork of the; specimen labels, minimum pack and outer most box/shipper carton, that satisfies the above mentioned labeling conditions shall be provided before signing the contract with the performance bond.

34 The supplier shall submit all shipping documents to (Including Bills of Lading / Draft Air Way Bills etc.) SPC Imports department and MSD by e-mail (**follow instructions in website www.msd.gov.lk**), at least 03 days before the Expected Time of Arrival (ETA) of sea freighted consignments & 02 days before the ETA of Air freighted consignments.

35. After releasing the Indent/PO or establishing L/C, the latest logistical position of manufacturing & supply on the Indent/PO, shall be updated biweekly through e-mails to SPC with a copy to MSD by the supplier.(follow instructions in the website www.msd.gov.lk)
If it is not complied or the information so provided are found to be incomplete/false, the grace period (for supply delays) mentioned in the condition No. 27 will not be applicable.

Common conditions

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

37. Administrative surcharge of 25%(on the value of goods), will be applied for tender condition violations that cause deficiencies in supply with respect to; quality, standards & specifications, short packing & short supply or delayed delivery as per the cabinet decision. **(eg. As in conditions No. 08,05,10,13)**

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

(b) Part B-Special Order Conditions (SOC) of Supply

Note: SOCs are used, when it is really necessary to enable, item/order list specific deviations from the GOC clauses that are applicable to all or selected items in the order list concerned and in which case the relevant order list No. and SR No. s, shall be indicated separately against each clause of SOC, with the counter signature of Director (MSD) to make it effective.

Sufficient quantity of samples should be forwarded for evaluation.

Special Conditions

- Suppliers should submit all shipping documents including the Bill of lading or Air Way Bill to SPC at least 2-3 days prior to arrival of the consignments to prevent any delay in clearance.
- In the event of an award made to you on this tender, SPC reserve the right to cancel/suspend the procuring of said order in any stage, if you would be placed the defaulted supplier's list due to quality failure found in your previous supplies made to SPC or non compliance of contractual agreement.
- This bid is administered by the provisions of the "Public Contract Act No. 3 of 1987" and therefore, in the event bidder is to retain an agent, representative, nominee for and on behalf of Bid or shall register himself and such public contact act in accordance with the section 10 of the Public Contract Act and produce such valid original certificate of registration with the bid.
- 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.
- Destination Terminal Handling charges (THC) should be borne by the supplier at the Port of Loading. Hence when the C&F prices are quoted this should be inclusive of THC.
- The bid submitted should be duly signed and endorsed by the Bidder/ Tenderer him self (with the name and designation of the signatory) or by the representative. Representatives submit offers on behalf of their principals should submit a letter of authorization and power of attorney (if signing on behalf of the principals) and also should submit documentary proof on their registration as per the Act. No. 03 of 1987 with the Department of the Registrar of Companies – Sri Lanka.
- In the event of delivery of consignments deviating from given delivery schedule by MSD due to default of supplier and same is rejected due lack of storage space available at MSD warehouses, any resulting demurrage charges incurred shall be borne by the suppliers concerned.
- **All Shipment should be made exclusively on vessels belonging to the Ceylon Shipping Corporation or those chartered by CSC. Shipments on other vessels will be permitted in instances where vessels of the Ceylon Shipping Corporation do not call at the Port of Shipment or if they are not available for timely shipment of cargo. In which event the supplier should attach a waiver certificate issued by Ceylon Shipping Corporation on their Authorized Agent in the supplier's country.**

BID NO: DHS/S/WW/80/24 CLOSING ON : 29.08.2023 at 9.00 a.m.

ORDER LIST NUMBER: 2024/SPC/N/R/S/00294

ITEM NO	SR NO	ITEM	QTY Noa.	DELIVERY	Bid Bond value (LKR)
3	18100502	Steel Dental Burs Round Plain Cut, ISO size 012, shank length 20-22mm, for Contra Angle hand piece, made of high-grade steel with nickel-plated shanks.	2,300	1300-Jan/2024 1000-Jun/2024	N/A
4	18100503	Steel Dental Burs Round Plain Cut, ISO size 014, shank length 20-22mm, for Contra Angle hand piece, made of high-grade steel with nickel-plated shanks.	1,900	1000-Jan/2024 900-Jun/2024	N/A
5	18100504	Steel Dental Burs Round Plain Cut, ISO size 016, shank length 20-22mm,for Contra Angle hand piece, made of high-grade steel with nickel-plated shanks.	1,140	640-Jul/2024 500-Dec/2024	N/A
12	18101114	Diamond Dental Finishing Burs, Pointed Tapering, with red band.	850	850-Sep/2024	N/A
13	18101115	Diamond Dental Finishing Burs, Pointed Tapering, with yellow band.	3,900	2000-Jan/2024 1900-Jun/2024	22,370.00
15	18101117	Diamond Dental Finishing Burs, bud shaped, with red band.	6,000	3000-Jan/2024 3000-Jun/2024	33,700.00
18	18101213	Diamond Dental Burs Dome Ended Fissure, ISO size 014, shank length 24mm/25mm, for Friction Grip Contra Angle hand piece.	2,000	1000-Jan/2024 1000-Jun/2024	N/A

Packing: 1 Nos.

All tenderers should furnish an unconditional Bid Bond encashable on demand to the value mentioned in the item list. Bid Bond should be submitted with valid up to 25.03.2024 together with the tender

1. Page 9 Condition No. 19.b

Registrar of public contracts

This clause should be amended as awards over Sri Lanka rupees Five Million instead of (LKR) Ten Million.

1. Page 10 Condition No. 20. A

Representative samples in respect of items offered should be submitted to reach SPC on or before the closing time on the closing date of tender and acknowledgement receipt to be obtained from Administration Department of SPC.

Contract:
The successful supplier should agree to enter into a contract/Agreement is applicable normally for awards which are over LKR 500,000.00 instead of 10.0 Million.

Bidding Document Fee- As per the guideline 6.1.1 (a) of the Government Procurement Guidelines 2006.

A non refundable fee of Rs. 3,000/= + taxes should be paid in cash to SPC for each set of Tender Documents

Amendments of Bidding Document for Procurement of Surgical/Lab items

(1) **Clause 8**

(a) Bid Bonds to be submitted for each item (SR Number) when estimated value of each item exceeds LKR 01 Million.

(b) Value and validity applicable for the submission of Bid Bond for each item should be as indicated therein.

08.2 The Bid Bond should be valid for at least 30 days beyond the validity of the Bid.

(c) To be deleted.

(2) **Clause 12**

Amend as **REIMBURSEMENT**

12.1 Corporation reserves 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 labeling.

(3) **Clause 16.6**

Any request for a price increment due to LKR depreciating against foreign currency will not be accepted and such bid will be rejected at the preliminary stage of bid evaluation.

(4) **Clause 28.0**

Evaluation will be done as per Bid Form (Annex – II B) and Bid Evaluation Summary Sheet. (Annex – II C, to be submitted along with the Bid and a soft copy as per instruction given in www.spc.lk Web Site)

(5) 2nd column of Annex II B amend as "FULL DESCRIPTION OF ITEM OFFERED THE STANDARD & STORAGE CONDITION"

(6) Annex – 1 to be amend as follows.

SPECIMEN OF ANNEX – 1

ANNEX – 1

BID NO/ BID REFERENCE :
(TENDER NO)

DATE OF ISSUE :

CLOSING DATE & TIME :
(SRI LANKAN TIME)

ORDER LIST NO :

SR No	Item Description/ Specifications	Quantity	Delivery Schedule

Amount of Bid Bond : LKR …….. or USD …….. to be submitted along with the Bid Bond valid till …… (date)

Bid validity period : Bid should be valid till …….. (date)

Bid Document Fee : ……
(should be paid in cash to SPC for each set of Bid Documents)

MSD CONDITIONS OF SUPPLY

1.
2.

Abbreviations : SPC ; State Pharmaceuticals Corporation, MSD; Medical Supplies Division

Annex VI

SPECIMEN OF CONTRACT FORM (IB)

STATE PHARMACEUTICALS CORPORATION OF SRI LANKA

(Established under the State Industrial Corporation Act, No. 49 of *1957)*
"Mehewara Piyasa", 16th Floor, No. 41, Kirula Road, Colombo 05,Sri Lanka.
Telephone (00)94-1-2335008 Fax: (00)94-11-2582495
E-mail: dgmsurgical@spc.lk or mgrsurgical@spc.lk

DEMOCRATIC SOCIALISTREPUBLIC OF SRI LANKA
AGREEMENT

SPC Ref. No Date :
Bid Ref.

This **AGREEMENT** made and entered into between the State Pharmaceuticals Corporation of Sri Lanka, a Corporation established under the State Industrial Corporation Act. No. 49 of 1957 and having its Head Office at "Mehewara Piyasa", 16th Floor, No. 41, Kirula Road, Colombo 05, 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 **FIRST PART**

AND

M/s …………………………………………………………………………………………………..
…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 **SECOND PART.**

AND

M/s …………………………………………………………………………………………………..
…business under the time, style and firm of a company duly registered and carrying business (hereinafter called "the Local Agent" 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 **THIRD PART.**

Whereas the State Pharmaceuticals Corporation has accepted the bid of M/s ………………
……………………………………………………………………………… for the supply and delivery of……………………………………………… as per the attached indent for ……………… marked SPC ………………………………….. Dated ………………………………… and M/s ………………………………………………… will act as local agent of the supplier for all matters arising out of supplies here of.

<u>NOW IT IS HEREBY AGREED AS FOLLOWS:</u>

1. The following documents: -

   (a) Conditions of Contract marked – Annex 1
   (b) Bid Documents marked – Annex 2
   (c) Copy of Indent marked – Annex 3

(hereinafter called ñthe Contract Documentsò) showing and describing the nature and scope of the agreement duly signed by three parties shall be deemed to form and be read and construed as part and partial 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, and the local agent will be responsible for all the matters regarding the supplies which do not confirm to required standard..

The supplier shall be paid for such supply and delivery of the goods according to the Indent marked and in the manner and at the times hereinafter specified.

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

In witness whereof the State Pharmaceuticals Corporation has caused its Common Seal to be affixed and é é é é é é é é é and é é é é é é é é é é . of State Pharmaceuticals Corporation have set their hands and Supplier and the Local Agent has placed its hand/caused its Common Seal to be affixed hereunto and to two other of the same tenor on this é é é é é .20é

The Common Seal of M/s (supplier)é é é é é é é é é é é é é é é é é é ... herein.

1. ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ..

President/Managing Director/C.E.O.

2. ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ..

Director

Witnesses

Signature	Name, Address and ID No./Passport No.
1. é é é é é é é é é é é .	é é é é é é é é é é é é é é é ..
2. é é é é é é é é é é é .	é é é é é é é é é é é é é é é é

The Common Seal of M/s. é é é é é é é é é é é é é é é (Local Agent) herein.

é é é é é é é é é é é é é é é .
President/Managing Director/C.E.O.

é é é é é é é é é é é é é é é .
Director

Witnesses

Signature	Name, Address and ID No./Passport No.
1. é é é é é é é é é é é .	é é é é é é é é é é é é é é é ..
2. é é é é é é é é é é é .	é é é é é é é é é é é é é é é é

CONDITIONS OF CONTRACT

3.FREE REPLACEMENT /REIMBURSEMENT

3.1 SPC reserves the right to call for Free Replacement/Reimbursement in the event of

- 3.1.1 Short packing
- 3.1.2 Loss/damage or deterioration of goods supplied (within shelf-life if applicable)
- 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/or quality standards to the satisfaction of Medical Supplies Division of Sri Lanka/ State Pharmaceuticals Corporation of Sri Lanka.

3.2 In the event of a quality problem, Batch samples would be tested by SPC its authorized personnel at the NMQAL or SPC Quality Assurance Laboratory or any other Quality Assurance Laboratory nominated by SPC or its fitness for use will be determined by and expert Committee appointed by the relevant authority.

3.3 **Withdrawal from use of Item due to quality failure.**

a) In case of batch withdrawal due to quality failure, the supplier/ manufacturer shall reimburse the value of entire batch quantity supplied.
b) In case of product withdrawal due to quality failure, the supplier/ manufacturer shall reimburse the value of entire product quantity supplied.
c) In the event of either a) or b) above the supplier/ manufacturer shall be surcharged additional 25% of the total value concerned as administrative cost.

Samples from the available batches will be retained by 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 and the Local Agent agreed to reimburse the SPC the landed cost and an additional 25% surcharge of the total quantity supplied.

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 7 working days of receipt of same in writing. Parties however shall endeavours 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 parties at the respective addresses at the beginning hereof written.

The common seal of State Pharmaceuticals Corporation of Sri Lanka was affixed)

heretoé)
é .)
é .)
é .)

Authorized signatory

Authorized signatory

<u>Witnesses</u>

Signature Name, Address and ID No

1……………….. **……………………………………………**

2………………… **……………………………………………**

VH/ns

ANNEX – 1

BID NO. : DHS/S/WW/81/24
DATE OF ISSUE : 18TH JULY 2023
CLOSING DATE & TIME : 29TH AUGUST 2023 AT 09.00 HOURS SRI LANKA TIME

Special Conditions for tendering :

1. Offers should be accompanied with the valid registration certificate issued by the National Medicine Regulatory Authority in Sri Lanka
2. Offered item should bear both our SR number and the Item number. However at the bid opening only the item numbers will be read out. Therefore price quoted should be shown against each item number.
3. If the shipment is being effected on FCL basis both FOB and Freight charges should be quoted separately against each item in addition to quoted C & F price.
4. The volume of the total quantity of each item should be given in cubic meters (m^3)
5. **Foreign offers should be on C & F (CPT/CFR) Colombo basis. FOB offers are not acceptable. If offers are received on Import & Supply basis from local suppliers, those offers should be in LKR. All local suppliers/manufacturers should quote in LKR for the total delivery price to MSD stores.**
6. **Fax/E-mail offers directly sent to State Pharmaceuticals Corporation are not acceptable. Tenderers are requested to draw their attention to the clause "Submission of Bids" of the bid document in this regard.**
7. 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.
8. The original payment receipt has to be annexed to the offer. Offers without same will be rejected.
9. We reserve the right to reject offers which do not comply above.
10. The offer should be valid up to 24.02.2024

CONDITIONS FOR SUPPLY OF SURGICAL ITEMS

(a) Part A-General Order Conditions (GOC) of Supply

1. The consignments supplied in respect of an order concerned, shall exactly match with the reference sample submitted and the product information (item descriptions, shelf life/warranty where applicable, manufacturer²s name, country of manufacture, country of origin, etc.) provided in the bid document by the supplier, which has been accepted by the procurement committee, and included in the Indent / Purchase Order (PO), issued by SPC.

2. All items shall be supplied, sourcing from the manufacturer and country of manufacturer, stated in the Purchase Order (PO)/Indent of SPC and wherever applicable shall have a valid product registration or waiver of registration from NMRA.

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

When the validity of the product/manufacturing licenses and registrations of NMRA (eg; manufacturing license, product registration and GMP certificates), of local manufacturers / local suppliers, lapses during the year or during the period of supply (delivery schedule), it shall be extended / renewed by the supplier.

A certified copies of afore mentioned valid certificates shall be submitted to MSD by the supplier when deliveries are made.

4. The number of batches per consignment shall be minimal. Batch quantity shall be an equal multiple of the quantity of the consignment and the proportionate size of the batch quantity shall be not less than 15% of the quantity in the consignment.

5. If MSD decides to accept a part or full consignment, with deviations from certain tender conditions (eg: with regard to labeling/packaging etc. due to an urgency, that shall be done subject to, either rectifying the defect within 05 working days by the supplier, or recovering the total cost [a] of rectifying the defect by MSD (via a duly contracted third party providing such services), from the supplier with a 25% surcharge on the labeling cost. (total charge = [a]+[a]x0.25) or 2% of the invoiced value, whichever is the highest.

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

6. The specifications of the product offered by the suppliers in the tender, shall match with the tender specifications for the item and **any form of alternate offers for the same, will not be entertained,** when there are product/s offered in compliance with the tender specification.

Shelf life & Warrantees

7. In respect of Non consumables; laboratory items and surgical items: Manufacturer or supplier or local agent shall provide a warranty for a period, not less than as specified in the specification of the item and /or it²s sub components/articles supplied (eg: Special Instrument sets), unless otherwise agreed upon prior to awarding the tender.

The supplier²s invoice shall indicate, the validity period of the warrantee from the date of receiving goods at MSD and a warrantee card with all details, including the local contact details of warrantee services provider, shall also be inserted in each individual pack.

Foreign suppliers of all such items shall have their own local agent in Sri Lanka, capable of providing technical support, repair and spares, when necessary (**This clause No. 07 is not applicable for all Pharmaceuticals and all Consumable Surgical & Laboratory items)**

8. Freshly manufactured stocks of the product shall be supplied; thereby the residual Shelf Life (shelf life remaining at the time of delivery of goods in Sri Lanka/MSD stores/Sri Lanka) of the product, shall be 85% of the product shelf life specified in Indent/PO or as certified in the product registration certificate or indicated in any other way by NMRA)

(a) When the shelf life is not specified in the indent/PO/item spec; the requested shelf life shall be considered as, 36 months for consumable surgical items. (Shelf life of not applicable for surgical non-consumables) and 24 months for Pharma/Laboratory items. The Difference of the residual and requested product shelf life shall not exceed $1/6^{th}$ (one sixth) of the original product shelf life.

(b) In the violation of the above tender condition, Director/MSD reserves the right to accept a reduced quantity, that is usable (as per the actual consumption rate) up to three months before the expiry of same and will subject to application of a penalty (as clause No. 37 and footnote 01)

Standards & Quality

9. Standards; In respect of all Pharmaceutical products supplied, shall comply Pharmacopoeia Standards that are indicated in the item specifications, other Pharmacopoeia Standards accepted in the product registration by the National Medicines Regulatory Authority.

10. As per the product registration dossier approved by NMRA, the product information leaflet (PIL) for the Pharmaceuticals items and the user manual/instruction pamphlet for surgical items. With information to users regarding the; storage conditions, maintenance, and other product compatibilities, shall be provided with the product, for acceptance of goods by MSD.

Any product deficient of or incompatible with, its sub-components/accessories, not at the specified quality standards or all its components not unitized appropriately in packaging (as a set) shall be rejected.

11. Withdrawal from use of items due to quality failure found as manufacturer²s fault:

(a). In case of batch withdrawal, **value of entire batch quantity supplied** shall be recovered from the supplier.

(b).In case of product withdrawal, **value of entire product quantity** supplied shall be recovered from the supplier.

(c). In the event of either a) or b) above, supplier shall be charged the total **cost involved for MSD, of the quality failed supplies** with 25% administrative surcharge of the same.

12. The storage conditions and the packing requirements of the product shall conform to the information given by the manufacturer and accepted by NMRA for the product registration or shall conform to the information submitted for waiver of registration granted by NMRA in exceptional circumstances.(refer clause No.24)

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

13. Immediately after delivery at MSD, the consignments shall be subjected to testing appropriately drawn, one random batch sample (Post-delivery sample) of the consignment at a government/semi-government/accredited laboratory (to be selectively applied for Surgical & Lab items, depending on availability of testing methodology and facilities)

If the sample is found to be substandard, random batch samples will be tested from all the batches/lots in the consignment, and entire expenses on such tests, like value of samples, transport, sampling and testing charges, etc, will be recovered from the supplier.

14. Consignments supplied to MSD violating the storage conditions indicated on product labels and/or product information leaflet (as accepted for product registration at NMRA), shall be considered as quality affected consignments and quality assurance of such consignments shall be carried out by post-delivery testing at government / semi government laboratory in Sri Lanka or at an accredited laboratory (foreign/local). All the expenses on such an event, including storage cost shall be borne by the supplier. If found to be quality affected the consignment will be treated as quality failed (as clause No.11).

Pack size, Labeling & Packaging

15. Offers for pack sizes at a lower level(smaller quantity per pack) than the pack size specified in the item description/specification and MSD order List, are also acceptable, but higher level (larger quantity per pack) pack sizes will not be entertained unless otherwise offered with the original bid and accepted by the procurement committee, with the concurrence of MSD.

16. In respect of bulk packs of all pharmaceuticals (not applicable for blister/strip packs), ³DHS´ mark shall be
(a). embossed or printed in case of tablets
(b). printed in case of capsules

Above condition can be waved off, if the purchase order quantity is less than 100,000 tablets/capsules, with deliveries in one/more lots **or** when an exemption is notified in the special order conditions of the relevant MSD order list (**This clause No. 16 is not applicable for all consumable and Non consumable Surgical and Laboratory Items)**

17. Each; innermost pack, vial/ampoule, pre-filled syringe or bottle, shall bear the item Description, SR No, Batch No/Lot no., Product Reference/Catalogue No.s of Surgical items), Date of Manufacture, Date of Expiry (of consumables only) and ³STATE LOGO´ of Government of Sri Lanka.

It is essential to include and exactly match the dates of Expiry (not applicable for Surgical Non-consumables) & date of Manufacture (in any form as ³Year & Month´ or ³No Exp.´), in the innermost pack and supplier²s invoice.

18. Description of the Item, SR No, Date of Manufacture, Date of Expiry, Batch No, Name and address of manufacturer and ³STATE LOGO´ of Sri Lanka Government shall be clearly marked on the outer covering of the individual/innermost pack containing the minimum unit of measure, including blister & strip cards and on the outer cover of the carton/box.
Any deviations of the Date of Manufacture (DOM)/ Date of Expiry(DOE)declared in the offer shall be approved by MSD and DOM & DOE shall consist of at least the year & month.

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

20. Batch Number of the product shall be separately Barcoded (in Code 128 or 2D formats) and Barcode shall be printed on the labels at all levels of packing as described below, conforming to the industry standards in Barcode printing and pasting.
Format shall be according to Code 128 or 2D standards.
Maximum barcode size shall be 5.0cm (length) x 2.5cm (width).

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

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

Storage Conditions & Temperature

22. If the storage temperature & conditions are not specified in the item specification, NMRA accepted product storage conditions, shall conform to Sri Lankan ambient storage conditions in the ranges of 30^0c +/- 2^0c temperature and 75% +/-5% relative humidity. The product storage conditions shall be clearly indicated at all levels of labels/packages/boxes.

23. Maintenance of Cold Chain;

a. In case of cold storage items, cold chain monitors (temperature recording devices) shall be included for each carton and the cold chain shall be maintained according to the manufacturer²s instructions during storage, transport and delivery.

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

c. If the cold chain break is observed at the time of taking over the consignments by MSD, such consignments shall be rejected, indicating the reason on the relevant **WDN or copy of the delivery documents.** In such an event, the SPC shall arrange necessary cold storage for the consignment until ±observed cold chain break² is investigated leading to acceptance / total rejection of consignment and the expenses born by MSD / SPC in arranging the cold storage shall be recovered from the supplier.

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

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

24. In respect of the products requiring controlled temperature storage (Eg. < 25^0c, 2-25^0c, 15-20^0c/30^0c, 2-8^0c etc.), supplier shall provide MSD with latest product stability study reports with the invoice of the consignment.(report shall include studies; at 30^0c +/- 2^0c & 75% +/- 5% RH for **AC stored** items and at 25^0c +/- 2^0c & 60% +/- 5% RH for **Cold stored** items. It shall be a true copy of the latest report submitted to NMRA or a report issued within last 05 years). (refer clause No.12)

Delivery Requirements

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

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

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

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

(a). A penalty of 0.5% per day of the consignment value, calculated commencing from the 15th day up to 60th day delay from the due delivery date, as per the indent/PO or its² latest amended delivery schedules.

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

28. (i). If any local purchases were to be made by MSD/SPC to ensure continuity of supply (due to noncompliance of Indent/PO/its² amended; delivery schedule); in the ensuing period inclusive of the grace period for delivery from due delivery date, extra expenditure incurred on such local purchases, over the landed cost of relevant SPC main order, shall be recovered from the supplier.

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

29. In respect of local manufacturers/ local suppliers, all deliveries shall be made only on week days excluding public holidays, also allowing adequate time to enable the completion of the receiving process at MSD stores before 3.30 p.m.

In the event of failure to meet this deadline due to supplier²s fault (eg. In delivery; time, product, document, etc.) goods shall be accepted on the following working day, such date shall be counted for working out penalties as per No. 27 (regarding defaulted consignment) of the conditions of supply.
As an alternative, supplier can request MSD to take over the consignment on the same day, subject to settling all other expenses (i.e. staff OT, forklift charge, etc.) of MSD, by the supplier.

30. The extension of L/C²s overstepping delivery schedules in the Indent/PO/its² amendments, shall not in any way affect the recovery of late delivery charges, as per Condition No. 27 (regarding defaulted consignments) and any other direct or indirect additional costs/liquidated damages, relating/consequent to extension of L/C.

31. When adequate storage space is not available at MSD, to accept a delivery defaulted consignment (deviating from the delivery schedule in the Indent/PO/its² amendments) under the condition No. 27, any additional expenses caused to MSD or SPC in arranging temporary external storage and other expenses (eg. demurrage, detention, container storage, re-handling cum transport, etc.) shall be borne by the supplier.

Documents & Information

32. MSD Order No, Item Description, SR No, Batch No., Date of Manufacture, Date of Expiry and product Storage Condition, shall be indicated in all Supply Invoices and detailed Packing Lists.

33. One of the tender samples of the selected bid shall be forwarded to MSD, for using as a reference sample (can make it; a part of the last consignment or a returnable to supplier) for checking the conformity of the consignments received under the indent/PO. (applicable for all surgical items and laboratory regular items except when specified in respective order lists).

The product artwork or dimensional detail diagrams, product Catalogues and Catalog No²s, as necessary for the surgical items (**not relevant to pharmaceutical & Laboratory items)** shall be provided with the bid document, for reference in the; tender evaluation by SPC, ascertaining (before awarding) user acceptance of deviations from the spec by MSD and inspecting the consignments delivered to MSD.

The artwork of the; specimen labels, minimum pack and outer most box/shipper carton, that satisfies the above mentioned labeling conditions shall be provided before signing the contract with the performance bond.

34 The supplier shall submit all shipping documents to (Including Bills of Lading / Draft Air Way Bills etc.) SPC Imports department and MSD by e-mail (**follow instructions in website www.msd.gov.lk**), at least 03 days before the Expected Time of Arrival (ETA) of sea freighted consignments & 02 days before the ETA of Air freighted consignments.

35. After releasing the Indent/PO or establishing L/C, the latest logistical position of manufacturing & supply on the Indent/PO, shall be updated biweekly through e-mails to SPC with a copy to MSD by the supplier.(follow instructions in the website www.msd.gov.lk)
If it is not complied or the information so provided are found to be incomplete/false, the grace period (for supply delays) mentioned in the condition No. 27 will not be applicable.

Common conditions

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

37. Administrative surcharge of 25%(on the value of goods), will be applied for tender condition violations that cause deficiencies in supply with respect to; quality, standards & specifications, short packing & short supply or delayed delivery as per the cabinet decision. **(eg. As in conditions No. 08,05,10,13)**

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

(b) Part B-Special Order Conditions (SOC) of Supply

Note: SOCs are used, when it is really necessary to enable, item/order list specific deviations from the GOC clauses that are applicable to all or selected items in the order list concerned and in which case the relevant order list No. and SR No. s, shall be indicated separately against each clause of SOC, with the counter signature of Director (MSD) to make it effective.

Sufficient quantity of samples should be forwarded for evaluation.

Special Conditions

- Suppliers should submit all shipping documents including the Bill of lading or Air Way Bill to SPC at least 2-3 days prior to arrival of the consignments to prevent any delay in clearance.
- In the event of an award made to you on this tender, SPC reserve the right to cancel/suspend the procuring of said order in any stage, if you would be placed the defaulted supplier's list due to quality failure found in your previous supplies made to SPC or non compliance of contractual agreement.
- This bid is administered by the provisions of the "Public Contract Act No. 3 of 1987" and therefore, in the event bidder is to retain an agent, representative, nominee for and on behalf of Bid or shall register himself and such public contact act in accordance with the section 10 of the Public Contract Act and produce such valid original certificate of registration with the bid.
- 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.
- Destination Terminal Handling charges (THC) should be borne by the supplier at the Port of Loading. Hence when the C&F prices are quoted this should be inclusive of THC.
- The bid submitted should be duly signed and endorsed by the Bidder/ Tenderer him self (with the name and designation of the signatory) or by the representative. Representatives submit offers on behalf of their principals should submit a letter of authorization and power of attorney (if signing on behalf of the principals) and also should submit documentary proof on their registration as per the Act. No. 03 of 1987 with the Department of the Registrar of Companies – Sri Lanka.
- In the event of delivery of consignments deviating from given delivery schedule by MSD due to default of supplier and same is rejected due lack of storage space available at MSD warehouses, any resulting demurrage charges incurred shall be borne by the suppliers concerned.
- **All Shipment should be made exclusively on vessels belonging to the Ceylon Shipping Corporation or those chartered by CSC. Shipments on other vessels will be permitted in instances where vessels of the Ceylon Shipping Corporation do not call at the Port of Shipment or if they are not available for timely shipment of cargo. In which event the supplier should attach a waiver certificate issued by Ceylon Shipping Corporation on their Authorized Agent in the supplier's country.**

BID NO: DHS/S/WW/81/24 CLOSING ON : 29.08.2023 at 9.00 a.m.

ORDER LIST NUMBER: 2024/SPC/N/R/S/00236

ITEM NO	SR NO	ITEM	QTY Nos	DELIVERY	Bid Bond value (LKR)
1	13401103	Wire Reinforced Venous Return Catheter, straight, with open tapered tip,size 22Fr,sterile.	1	100%-Jan/2024	N/A
2	13401104	Wire Reinforced Venous Return Catheter, straight, with open tapered tip,size 24Fr,sterile.	1	100%-Jan/2024	N/A
3	13401105	Wire Reinforced Venous Return Catheter, straight, with open tapered tip,size 26Fr,sterile.	3	100%-Jan/2024	N/A
4	13401106	Wire Reinforced Venous Return Catheter, straight, with open tapered tip,size 28Fr,sterile.	4	100%-Jan/2024	N/A
5	13401107	Wire Reinforced Venous Return Catheter, straight, with open tapered tip,size 30Fr,sterile.	4	100%-Jan/2024	N/A
6	13401108	Wire Reinforced Venous Return Catheter, straight, with open tapered tip,size 32Fr,sterile.	2	100%-Jan/2024	N/A
7	13401109	Wire Reinforced Venous Return Catheter, straight, with open tapered tip,size 34Fr,sterile.	1	100%-Jan/2024	N/A
8	13401200	Wire Reinforced two stage Venous Return Cannula with obturator, open tapered tip, size 32Fr/40Fr, sterile.	2	100%-Jan/2024	N/A
9	13401605	Aortic Perfusion Cannula, angled, with shoulder and a cap, size 21Fr, sterile.	15	10-Jan/2024 05-Jun/2024	N/A
10	13401606	Aortic Perfusion Cannula, angled, with a suture ring with shoulder and a cap, size 24Fr, sterile.	20	10-Jan/2024 10-Jun/2024	N/A
11	13406707	Perfusion Tubing Connector, straight, size 9.5mm x 12.6mm, sterile.	5	100%-Jan/2024	N/A
12	13406905	Perfusion Tubing Connector, Y shaped, size 9.5mm x 9.5mm x 9.5mm, sterile.	5	100%-Jan/2024	N/A
13	13300902	Thoracic Drainage (Chest Drainage) Catheter, for post-operative pleural drainage, size 20Fr, angled, 45cm (approx.) length, with 6 eyes, open distal end, with radiopaque line throughout the length, with 2cm markings, made from surgical quality PVC, with connector, sterile.	10	100%-Jan/2024	N/A
14	13300903	Thoracic Drainage (Chest Drainage) Catheter, for post-operative pleural drainage, size 24Fr, angled, 45cm (approx.) length, with 6 eyes, open distal end, with radiopaque line throughout the length, with 2cm markings, made from surgical quality PVC, with connector, sterile.	10	100%-Jan/2024	N/A

15	13300904	Thoracic Drainage (Chest Drainage) Catheter, for post-operative pleural drainage, size 28Fr, angled, 45cm (approx.) length, with 6 eyes, open distal end, with radiopaque line throughout the length, with 2cm markings, made from surgical quality PVC, with connector, sterile.	20	10-Jan/2024 10-Jun/2024	N/A
16	13300905	Thoracic Drainage (Chest Drainage) Catheter, for post-operative pleural drainage, size 32Fr, angled, 45cm (approx.) length, with 6 eyes, open distal end, with radiopaque line throughout the length, with 2cm markings, made from surgical quality PVC, with connector, sterile.	100	50-Jan/2024 50-Jun/2024	N/A
17	13300909	Thoracic Drainage (Chest Drainage) Catheter, for post-operative pleural drainage, size 12Fr, straight, 45cm (approx.) length, with 6 eyes, open distal end, with radiopaque line throughout the length, with 2cm markings, made from surgical quality PVC, with connector, sterile.	2	100%-Jan/2024	N/A
18	13300910	Thoracic Drainage (Chest Drainage) Catheter, for post-operative pleural drainage, size 14Fr, straight, 45cm (approx.) length, with 6 eyes, open distal end, with radiopaque line throughout the length, with 2cm markings, made from surgical quality PVC, with connector, sterile.	2	100%-Jan/2024	N/A
19	13300911	Thoracic Drainage (Chest Drainage)Catheter,for post-operative pleural drainage, size 18Fr,angled,45cm(approx.) length, with 6 eyes, open distal end,with radiopaque line throughout the length,with 2cm markings, made from surgical quality PVC,with connector,sterile.	2	100%-Jan/2024	N/A
20	13301101	Thoracic Drainage (Chest Drainage) Catheter, for post-operative pleural drainage, size 16Fr, straight, 45cm (approx.) length, with 6 eyes, open distal end, with radiopaque line throughout the length, with 2cm markings, made from surgical quality PVC, with connector, sterile.	5	100%-Jan/2024	N/A
21	13301103	Thoracic Drainage (Chest Drainage) Catheter, for post-operative pleural drainage, size 24Fr, straight, 45cm (approx.) length, with 6 eyes, open distal end, with radiopaque line throughout the length, with 2cm markings, made from surgical quality PVC, with connector, sterile.	50	25-Jan/2024 25-Jun/2024	N/A
22	13301104	Thoracic Drainage (Chest Drainage) Catheter, for post-operative pleural drainage, size 28Fr, straight, 45cm (approx.) length, with 6 eyes, open distal end, with radiopaque line throughout the length, with 2cm markings, made from surgical quality PVC, with connector, sterile.	300	150-Jan/2024 150-Jun/2024	N/A

23	13301105	Thoracic Drainage (Chest Drainage) Catheter, for post-operative pleural drainage, size 32Fr, straight, 45cm (approx.) length, with 6 eyes, open distal end, with radiopaque line throughout the length, with 2cm markings, made from surgical quality PVC, with connector, sterile.	300	150-Jan/2024 150-Jun/2024	N/A
24	13301106	Thoracic Drainage (Chest Drainage) Catheter, for post-operative pleural drainage, size 36Fr, straight, 45cm (approx.) length, with 6 eyes, open distal end, with radiopaque line throughout the length, with 2cm markings, made from surgical quality PVC, with connector, sterile.	20	100%-Jan/2024	N/A
25	13301107	Thoracic Drainage (Chest Drainage) Catheter, for post-operative pleural drainage, size 18Fr, straight, 45cm (approx.) length, with 6 eyes, open distal end, with radiopaque line throughout the length, with 2cm markings, made from surgical quality PVC, with connector, sterile.	2	100%-Jan/2024	N/A
26	13301201	Intercostal Drainage Catheter with Pigtail end, for non-operative pleural drainage, size 06Fr, 15cm (aprox.) pigtail length, with six holes, with radiopaque line throughout the length, with 5cm markings, made from surgical quality PVC, with connector, sterile.	2	100%-Jan/2024	N/A
27	13302901	Diathermy Quiver, for holding sucker handles and diathermy probes etc.	1	100%-Jan/2024	N/A
28	13301301	Thoracic Drainage (Chest Drainage) Catheter, for post-operative pleural drainage, paediatric, size 08Fr, straight,45cm (approx.) length, with 6 eyes, open distal end, with radiopaque line throughout the length, with 2cm markings, made from surgical quality PVC, with connector, sterile.	2	100%-Jan/2024	N/A
29	13303101	Pleural Drainage System (water sealed drainage system), adult,comprising 1800ml - 2000ml graduated PVC bottle with handle, tubing set with connector and inlet/outlet port with cap, sterile.	10	100%-Jan/2024	N/A
30	13303102	Pleural Drainage System (water sealed drainage system), paediatric, comprising 400ml - 600ml graduated PVC bottle with handle, tubing set with connector and inlet/outlet port with cap, sterile.	5	100%-Jan/2024	N/A
31	13304000	Diathermy Scotch Pad, with rear sticker, sterile.	10	100%-Jan/2024	N/A

Packing: 1 Nos.

All tenderers should furnish an unconditional Bid Bond encashable on demand to the value mentioned in the item list. Bid Bond should be submitted with valid up to 25.03.2024 together with the tender

1. Page 9 Condition No. 19.b

Registrar of public contracts

This clause should be amended as awards over Sri Lanka rupees Five Million instead of (LKR) Ten Million.

1. Page 10 Condition No. 20. A

Representative samples in respect of items offered should be submitted to reach SPC on or before the closing time on the closing date of tender and acknowledgement receipt to be obtained from Administration Department of SPC.

Contract:
The successful supplier should agree to enter into a contract/Agreement is applicable normally for awards which are over LKR 500,000.00 instead of 10.0 Million.

Bidding Document Fee- As per the guideline 6.1.1 (a) of the Government Procurement Guidelines 2006.

A non refundable fee of Rs. 3,000/= + taxes should be paid in cash to SPC for each set of Tender Documents

Amendments of Bidding Document for Procurement of Surgical/Lab items

(1) **Clause 8**

(a) Bid Bonds to be submitted for each item (SR Number) when estimated value of each item exceeds LKR 01 Million.

(b) Value and validity applicable for the submission of Bid Bond for each item should be as indicated therein.

08.2 The Bid Bond should be valid for at least 30 days beyond the validity of the Bid.

(c) To be deleted.

(2) **Clause 12**

Amend as **REIMBURSEMENT**

12.1 Corporation reserves 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 labeling.

(3) **Clause 16.6**

Any request for a price increment due to LKR depreciating against foreign currency will not be accepted and such bid will be rejected at the preliminary stage of bid evaluation.

(4) **Clause 28.0**

Evaluation will be done as per Bid Form (Annex – II B) and Bid Evaluation Summary Sheet. (Annex – II C, to be submitted along with the Bid and a soft copy as per instruction given in www.spc.lk Web Site)

(5) 2nd column of Annex II B amend as "FULL DESCRIPTION OF ITEM OFFERED THE STANDARD & STORAGE CONDITION"

(6) Annex – 1 to be amend as follows.

SPECIMEN OF ANNEX – 1

ANNEX – 1

BID NO/ BID REFERENCE :
(TENDER NO)

DATE OF ISSUE :

CLOSING DATE & TIME :
(SRI LANKAN TIME)

ORDER LIST NO :

SR No	Item Description/ Specifications	Quantity	Delivery Schedule

Amount of Bid Bond : LKR …….. or USD …….. to be submitted along with the Bid Bond valid till …… (date)

Bid validity period : Bid should be valid till …….. (date)

Bid Document Fee : ……
(should be paid in cash to SPC for each set of Bid Documents)

MSD CONDITIONS OF SUPPLY

1.
2.

Abbreviations : SPC ; State Pharmaceuticals Corporation, MSD; Medical Supplies Division

Annex VI

SPECIMEN OF CONTRACT FORM (IB)

STATE PHARMACEUTICALS CORPORATION OF SRI LANKA

(Established under the State Industrial Corporation Act, No. 49 of *1957)*
"Mehewara Piyasa", 16th Floor, No. 41, Kirula Road, Colombo 05,Sri Lanka.
Telephone (00)94-1-2335008 Fax: (00)94-11-2582495
E-mail: dgmsurgical@spc.lk or mgrsurgical@spc.lk

DEMOCRATIC SOCIALISTREPUBLIC OF SRI LANKA
AGREEMENT

SPC Ref. No Date :
Bid Ref.

This **AGREEMENT** made and entered into between the State Pharmaceuticals Corporation of Sri Lanka, a Corporation established under the State Industrial Corporation Act. No. 49 of 1957 and having its Head Office at "Mehewara Piyasa", 16th Floor, No. 41, Kirula Road, Colombo 05, 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 **FIRST PART**

AND

M/s ……………………………………………………………………………………..
…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 **SECOND PART.**

AND

M/s ……………………………………………………………………………………..
…business under the time, style and firm of a company duly registered and carrying business (hereinafter called "the Local Agent" 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 **THIRD PART.**

Whereas the State Pharmaceuticals Corporation has accepted the bid of M/s ……………………………………………………………………… for the supply and delivery of…………………………………… as per the attached indent for ………… marked SPC ……………………… . Dated ……………………… and M/s ……………………………………………… will act as local agent of the supplier for all matters arising out of supplies here of.

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. The following documents: -

(a) Conditions of Contract marked – Annex 1
(b) Bid Documents marked – Annex 2
(c) Copy of Indent marked – Annex 3

(hereinafter called ñthe Contract Documentsò) showing and describing the nature and scope of the agreement duly signed by three parties shall be deemed to form and be read and construed as part and partial 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, and the local agent will be responsible for all the matters regarding the supplies which do not confirm to required standard..

The supplier shall be paid for such supply and delivery of the goods according to the Indent marked and in the manner and at the times hereinafter specified.

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

In witness whereof the State Pharmaceuticals Corporation has caused its Common Seal to be affixed and é é é é é é é é é and é é é é é é é é é é . of State Pharmaceuticals Corporation have set their hands and Supplier and the Local Agent has placed its hand/caused its Common Seal to be affixed hereunto and to two other of the same tenor on this é é é é é .20é

The Common Seal of M/s (supplier)é é é é é é é é é é é é é é é é é é ... herein.

1. ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ..

President/Managing Director/C.E.O.

2. ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ..

Director

Witnesses

Signature	Name, Address and ID No./Passport No.
1. é é é é é é é é é é é .	é é é é é é é é é é é é é é é ..
2. é é é é é é é é é é é .	é é é é é é é é é é é é é é é é

The Common Seal of M/s. é é é é é é é é é é é é é é é (Local Agent) herein.

é é é é é é é é é é é é é é é .
President/Managing Director/C.E.O.

é é é é é é é é é é é é é é é .
Director

Witnesses

Signature	Name, Address and ID No./Passport No.
1. é é é é é é é é é é é .	é é é é é é é é é é é é é é é ..
2. é é é é é é é é é é é .	é é é é é é é é é é é é é é é é

CONDITIONS OF CONTRACT

3.FREE REPLACEMENT /REIMBURSEMENT

3.1 SPC reserves the right to call for Free Replacement/Reimbursement in the event of

3.1.1 Short packing
3.1.2 Loss/damage or deterioration of goods supplied (within shelf-life if applicable)
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/or quality standards to the satisfaction of Medical Supplies Division of Sri Lanka/ State Pharmaceuticals Corporation of Sri Lanka.

3.2 In the event of a quality problem, Batch samples would be tested by SPC its authorized personnel at the NMQAL or SPC Quality Assurance Laboratory or any other Quality Assurance Laboratory nominated by SPC or its fitness for use will be determined by and expert Committee appointed by the relevant authority.

3.3 **Withdrawal from use of Item due to quality failure.**

a) In case of batch withdrawal due to quality failure, the supplier/ manufacturer shall reimburse the value of entire batch quantity supplied.
b) In case of product withdrawal due to quality failure, the supplier/ manufacturer shall reimburse the value of entire product quantity supplied.
c) In the event of either a) or b) above the supplier/ manufacturer shall be surcharged additional 25% of the total value concerned as administrative cost.

Samples from the available batches will be retained by 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 and the Local Agent agreed to reimburse the SPC the landed cost and an additional 25% surcharge of the total quantity supplied.

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 7 working days of receipt of same in writing. Parties however shall endeavours 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 parties at the respective addresses at the beginning hereof written.

The common seal of State Pharmaceuticals Corporation of Sri Lanka was affixed)

heretoé)
é .)
é .)
é .)

Authorized signatory

Authorized signatory

Witnesses

Signature Name, Address and ID No

1……………….. ……………………………………………

2………………… ……………………………………………

KC/ns

ANNEX – 1

BID NO. : DHS/S/WW/82/24
DATE OF ISSUE : 18TH JULY 2023
CLOSING DATE & TIME : 29TH AUGUST 2023 AT 09.00 HOURS SRI LANKA TIME

Special Conditions for tendering :

1. Offers should be accompanied with the valid registration certificate issued by the National Medicine Regulatory Authority in Sri Lanka
2. Offered item should bear both our SR number and the Item number. However at the bid opening only the item numbers will be read out. Therefore price quoted should be shown against each item number.
3. If the shipment is being effected on FCL basis both FOB and Freight charges should be quoted separately against each item in addition to quoted C & F price.
4. The volume of the total quantity of each item should be given in cubic meters (m^3)
5. **Foreign offers should be on C & F (CPT/CFR) Colombo basis. FOB offers are not acceptable. If offers are received on Import & Supply basis from local suppliers, those offers should be in LKR. All local suppliers/manufacturers should quote in LKR for the total delivery price to MSD stores.**
6. **Fax/E-mail offers directly sent to State Pharmaceuticals Corporation are not acceptable. Tenderers are requested to draw their attention to the clause "Submission of Bids" of the bid document in this regard.**
7. 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.
8. The original payment receipt has to be annexed to the offer. Offers without same will be rejected.
9. We reserve the right to reject offers which do not comply above.
10. The offer should be valid up to 24.02.2024

CONDITIONS FOR SUPPLY OF SURGICAL ITEMS

(a) Part A-General Order Conditions (GOC) of Supply

1. The consignments supplied in respect of an order concerned, shall exactly match with the reference sample submitted and the product information (item descriptions, shelf life/warranty where applicable, manufacturer²s name, country of manufacture, country of origin, etc.) provided in the bid document by the supplier, which has been accepted by the procurement committee, and included in the Indent / Purchase Order (PO), issued by SPC.

2. All items shall be supplied, sourcing from the manufacturer and country of manufacturer, stated in the Purchase Order (PO)/Indent of SPC and wherever applicable shall have a valid product registration or waiver of registration from NMRA.

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

When the validity of the product/manufacturing licenses and registrations of NMRA (eg; manufacturing license, product registration and GMP certificates), of local manufacturers / local suppliers, lapses during the year or during the period of supply (delivery schedule), it shall be extended / renewed by the supplier.

A certified copies of afore mentioned valid certificates shall be submitted to MSD by the supplier when deliveries are made.

4. The number of batches per consignment shall be minimal. Batch quantity shall be an equal multiple of the quantity of the consignment and the proportionate size of the batch quantity shall be not less than 15% of the quantity in the consignment.

5. If MSD decides to accept a part or full consignment, with deviations from certain tender conditions (eg: with regard to labeling/packaging etc. due to an urgency, that shall be done subject to, either rectifying the defect within 05 working days by the supplier, or recovering the total cost [a] of rectifying the defect by MSD (via a duly contracted third party providing such services), from the supplier with a 25% surcharge on the labeling cost. (total charge = [a]+[a]x0.25) or 2% of the invoiced value, whichever is the highest.

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

6. The specifications of the product offered by the suppliers in the tender, shall match with the tender specifications for the item and **any form of alternate offers for the same, will not be entertained,** when there are product/s offered in compliance with the tender specification.

Shelf life & Warrantees

7. In respect of Non consumables; laboratory items and surgical items: Manufacturer or supplier or local agent shall provide a warranty for a period, not less than as specified in the specification of the item and /or it²s sub components/articles supplied (eg: Special Instrument sets), unless otherwise agreed upon prior to awarding the tender.

The supplier²s invoice shall indicate, the validity period of the warrantee from the date of receiving goods at MSD and a warrantee card with all details, including the local contact details of warrantee services provider, shall also be inserted in each individual pack.

Foreign suppliers of all such items shall have their own local agent in Sri Lanka, capable of providing technical support, repair and spares, when necessary (**This clause No. 07 is not applicable for all Pharmaceuticals and all Consumable Surgical & Laboratory items)**

8. Freshly manufactured stocks of the product shall be supplied; thereby the residual Shelf Life (shelf life remaining at the time of delivery of goods in Sri Lanka/MSD stores/Sri Lanka) of the product, shall be 85% of the product shelf life specified in Indent/PO or as certified in the product registration certificate or indicated in any other way by NMRA)

(a) When the shelf life is not specified in the indent/PO/item spec; the requested shelf life shall be considered as, 36 months for consumable surgical items. (Shelf life of not applicable for surgical non-consumables) and 24 months for Pharma/Laboratory items. The Difference of the residual and requested product shelf life shall not exceed $1/6^{th}$ (one sixth) of the original product shelf life.

(b) In the violation of the above tender condition, Director/MSD reserves the right to accept a reduced quantity, that is usable (as per the actual consumption rate) up to three months before the expiry of same and will subject to application of a penalty (as clause No. 37 and footnote 01)

Standards & Quality

9. Standards; In respect of all Pharmaceutical products supplied, shall comply Pharmacopoeia Standards that are indicated in the item specifications, other Pharmacopoeia Standards accepted in the product registration by the National Medicines Regulatory Authority.

10. As per the product registration dossier approved by NMRA, the product information leaflet (PIL) for the Pharmaceuticals items and the user manual/instruction pamphlet for surgical items. With information to users regarding the; storage conditions, maintenance, and other product compatibilities, shall be provided with the product, for acceptance of goods by MSD.

Any product deficient of or incompatible with, its sub-components/accessories, not at the specified quality standards or all its components not unitized appropriately in packaging (as a set) shall be rejected.

11. Withdrawal from use of items due to quality failure found as manufacturer²s fault:

(a). In case of batch withdrawal, **value of entire batch quantity supplied** shall be recovered from the supplier.

(b).In case of product withdrawal, **value of entire product quantity** supplied shall be recovered from the supplier.

(c). In the event of either a) or b) above, supplier shall be charged the total **cost involved for MSD, of the quality failed supplies** with 25% administrative surcharge of the same.

12. The storage conditions and the packing requirements of the product shall conform to the information given by the manufacturer and accepted by NMRA for the product registration or shall conform to the information submitted for waiver of registration granted by NMRA in exceptional circumstances.(refer clause No.24)

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

13. Immediately after delivery at MSD, the consignments shall be subjected to testing appropriately drawn, one random batch sample (Post-delivery sample) of the consignment at a government/semi-government/accredited laboratory (to be selectively applied for Surgical & Lab items, depending on availability of testing methodology and facilities)

If the sample is found to be substandard, random batch samples will be tested from all the batches/lots in the consignment, and entire expenses on such tests, like value of samples, transport, sampling and testing charges, etc, will be recovered from the supplier.

14. Consignments supplied to MSD violating the storage conditions indicated on product labels and/or product information leaflet (as accepted for product registration at NMRA), shall be considered as quality affected consignments and quality assurance of such consignments shall be carried out by post-delivery testing at government / semi government laboratory in Sri Lanka or at an accredited laboratory (foreign/local). All the expenses on such an event, including storage cost shall be borne by the supplier. If found to be quality affected the consignment will be treated as quality failed (as clause No.11).

Pack size, Labeling & Packaging

15. Offers for pack sizes at a lower level(smaller quantity per pack) than the pack size specified in the item description/specification and MSD order List, are also acceptable, but higher level (larger quantity per pack) pack sizes will not be entertained unless otherwise offered with the original bid and accepted by the procurement committee, with the concurrence of MSD.

16. In respect of bulk packs of all pharmaceuticals (not applicable for blister/strip packs), ³DHS´ mark shall be
(a). embossed or printed in case of tablets
(b). printed in case of capsules

Above condition can be waved off, if the purchase order quantity is less than 100,000 tablets/capsules, with deliveries in one/more lots **or** when an exemption is notified in the special order conditions of the relevant MSD order list (**This clause No. 16 is not applicable for all consumable and Non consumable Surgical and Laboratory Items)**

17. Each; innermost pack, vial/ampoule, pre-filled syringe or bottle, shall bear the item Description, SR No, Batch No/Lot no., Product Reference/Catalogue No.s of Surgical items), Date of Manufacture, Date of Expiry (of consumables only) and ³STATE LOGO´ of Government of Sri Lanka.

It is essential to include and exactly match the dates of Expiry (not applicable for Surgical Non-consumables) & date of Manufacture (in any form as ³Year & Month´ or ³No Exp.´), in the innermost pack and supplier²s invoice.

18. Description of the Item, SR No, Date of Manufacture, Date of Expiry, Batch No, Name and address of manufacturer and ³STATE LOGO´ of Sri Lanka Government shall be clearly marked on the outer covering of the individual/innermost pack containing the minimum unit of measure, including blister & strip cards and on the outer cover of the carton/box.
Any deviations of the Date of Manufacture (DOM)/ Date of Expiry(DOE)declared in the offer shall be approved by MSD and DOM & DOE shall consist of at least the year & month.

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

20. Batch Number of the product shall be separately Barcoded (in Code 128 or 2D formats) and Barcode shall be printed on the labels at all levels of packing as described below, conforming to the industry standards in Barcode printing and pasting.
Format shall be according to Code 128 or 2D standards.
Maximum barcode size shall be 5.0cm (length) x 2.5cm (width).

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

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

Storage Conditions & Temperature

22. If the storage temperature & conditions are not specified in the item specification, NMRA accepted product storage conditions, shall conform to Sri Lankan ambient storage conditions in the ranges of 30^0c +/- 2^0c temperature and 75% +/-5% relative humidity. The product storage conditions shall be clearly indicated at all levels of labels/packages/boxes.

23. Maintenance of Cold Chain;

a. In case of cold storage items, cold chain monitors (temperature recording devices) shall be included for each carton and the cold chain shall be maintained according to the manufacturer²s instructions during storage, transport and delivery.

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

c. If the cold chain break is observed at the time of taking over the consignments by MSD, such consignments shall be rejected, indicating the reason on the relevant **WDN or copy of the delivery documents.** In such an event, the SPC shall arrange necessary cold storage for the consignment until ±observed cold chain break² is investigated leading to acceptance / total rejection of consignment and the expenses born by MSD / SPC in arranging the cold storage shall be recovered from the supplier.

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

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

24. In respect of the products requiring controlled temperature storage (Eg. < 25^0c, 2-25^0c, 15-20^0c/30^0c, 2-8^0c etc.), supplier shall provide MSD with latest product stability study reports with the invoice of the consignment.(report shall include studies; at 30^0c +/- 2^0c & 75% +/- 5% RH for **AC stored** items and at 25^0c +/- 2^0c & 60% +/- 5% RH for **Cold stored** items. It shall be a true copy of the latest report submitted to NMRA or a report issued within last 05 years). (refer clause No.12)

Delivery Requirements

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

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

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

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

(a). A penalty of 0.5% per day of the consignment value, calculated commencing from the 15th day up to 60th day delay from the due delivery date, as per the indent/PO or its² latest amended delivery schedules.

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

28. (i). If any local purchases were to be made by MSD/SPC to ensure continuity of supply (due to noncompliance of Indent/PO/its² amended; delivery schedule); in the ensuing period inclusive of the grace period for delivery from due delivery date, extra expenditure incurred on such local purchases, over the landed cost of relevant SPC main order, shall be recovered from the supplier.

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

29. In respect of local manufacturers/ local suppliers, all deliveries shall be made only on week days excluding public holidays, also allowing adequate time to enable the completion of the receiving process at MSD stores before 3.30 p.m.

In the event of failure to meet this deadline due to supplier²s fault (eg. In delivery; time, product, document, etc.) goods shall be accepted on the following working day, such date shall be counted for working out penalties as per No. 27 (regarding defaulted consignment) of the conditions of supply.
As an alternative, supplier can request MSD to take over the consignment on the same day, subject to settling all other expenses (i.e. staff OT, forklift charge, etc.) of MSD, by the supplier.

30. The extension of L/C²s overstepping delivery schedules in the Indent/PO/its² amendments, shall not in any way affect the recovery of late delivery charges, as per Condition No. 27 (regarding defaulted consignments) and any other direct or indirect additional costs/liquidated damages, relating/consequent to extension of L/C.

31. When adequate storage space is not available at MSD, to accept a delivery defaulted consignment (deviating from the delivery schedule in the Indent/PO/its² amendments) under the condition No. 27, any additional expenses caused to MSD or SPC in arranging temporary external storage and other expenses (eg. demurrage, detention, container storage, re-handling cum transport, etc.) shall be borne by the supplier.

Documents & Information

32. MSD Order No, Item Description, SR No, Batch No., Date of Manufacture, Date of Expiry and product Storage Condition, shall be indicated in all Supply Invoices and detailed Packing Lists.

33. One of the tender samples of the selected bid shall be forwarded to MSD, for using as a reference sample (can make it; a part of the last consignment or a returnable to supplier) for checking the conformity of the consignments received under the indent/PO. (applicable for all surgical items and laboratory regular items except when specified in respective order lists).

The product artwork or dimensional detail diagrams, product Catalogues and Catalog No²s, as necessary for the surgical items (**not relevant to pharmaceutical & Laboratory items)** shall be provided with the bid document, for reference in the; tender evaluation by SPC, ascertaining (before awarding) user acceptance of deviations from the spec by MSD and inspecting the consignments delivered to MSD.

The artwork of the; specimen labels, minimum pack and outer most box/shipper carton, that satisfies the above mentioned labeling conditions shall be provided before signing the contract with the performance bond.

34 The supplier shall submit all shipping documents to (Including Bills of Lading / Draft Air Way Bills etc.) SPC Imports department and MSD by e-mail (**follow instructions in website www.msd.gov.lk**), at least 03 days before the Expected Time of Arrival (ETA) of sea freighted consignments & 02 days before the ETA of Air freighted consignments.

35. After releasing the Indent/PO or establishing L/C, the latest logistical position of manufacturing & supply on the Indent/PO, shall be updated biweekly through e-mails to SPC with a copy to MSD by the supplier.(follow instructions in the website www.msd.gov.lk)
If it is not complied or the information so provided are found to be incomplete/false, the grace period (for supply delays) mentioned in the condition No. 27 will not be applicable.

Common conditions

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

37. Administrative surcharge of 25%(on the value of goods), will be applied for tender condition violations that cause deficiencies in supply with respect to; quality, standards & specifications, short packing & short supply or delayed delivery as per the cabinet decision. **(eg. As in conditions No. 08,05,10,13)**

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

(b) Part B-Special Order Conditions (SOC) of Supply

Note: SOCs are used, when it is really necessary to enable, item/order list specific deviations from the GOC clauses that are applicable to all or selected items in the order list concerned and in which case the relevant order list No. and SR No. s, shall be indicated separately against each clause of SOC, with the counter signature of Director (MSD) to make it effective.

Sufficient quantity of samples should be forwarded for evaluation.

Special Conditions

- Suppliers should submit all shipping documents including the Bill of lading or Air Way Bill to SPC at least 2-3 days prior to arrival of the consignments to prevent any delay in clearance.
- In the event of an award made to you on this tender, SPC reserve the right to cancel/suspend the procuring of said order in any stage, if you would be placed the defaulted supplier's list due to quality failure found in your previous supplies made to SPC or non compliance of contractual agreement.
- This bid is administered by the provisions of the "Public Contract Act No. 3 of 1987" and therefore, in the event bidder is to retain an agent, representative, nominee for and on behalf of Bid or shall register himself and such public contact act in accordance with the section 10 of the Public Contract Act and produce such valid original certificate of registration with the bid.
- 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.
- Destination Terminal Handling charges (THC) should be borne by the supplier at the Port of Loading. Hence when the C&F prices are quoted this should be inclusive of THC.
- The bid submitted should be duly signed and endorsed by the Bidder/ Tenderer him self (with the name and designation of the signatory) or by the representative. Representatives submit offers on behalf of their principals should submit a letter of authorization and power of attorney (if signing on behalf of the principals) and also should submit documentary proof on their registration as per the Act. No. 03 of 1987 with the Department of the Registrar of Companies – Sri Lanka.
- In the event of delivery of consignments deviating from given delivery schedule by MSD due to default of supplier and same is rejected due lack of storage space available at MSD warehouses, any resulting demurrage charges incurred shall be borne by the suppliers concerned.
- **All Shipment should be made exclusively on vessels belonging to the Ceylon Shipping Corporation or those chartered by CSC. Shipments on other vessels will be permitted in instances where vessels of the Ceylon Shipping Corporation do not call at the Port of Shipment or if they are not available for timely shipment of cargo. In which event the supplier should attach a waiver certificate issued by Ceylon Shipping Corporation on their Authorized Agent in the supplier's country.**

BID NO: DHS/S/WW/82/24 CLOSING ON : 29.08.2023 at 9.00 a.m.

ORDER LIST NUMBER: 2024/SPC/N/R/S/00071

ITEM NO	SR NO	ITEM	QTY Roll	DELIVERY	Bid Bond value (LKR)
2	14501102	Plaster of Paris Bandage BP (1988) (P.O.P. Bandage) Width : 10cm Length: 2.7m Note: Shelf life of the product should be minimum of 24 months. Packing: Individually packed in moisture proof air tight polythene wrappers Marks & Nos: 1.Name of manufacturer, Item Description, Batch No., SR No., State Mark, Details of manufacture and Date of expiry (Year to be marked in four digits) should be stated on individual/inner/outer pack 2.MSD Order No. and SPC indent No. should be stated on inner/outer pack	300,000	150,000-Jan/2024 150,000-Apr/2024	907,680.00
3	14501103	Plaster of Paris Bandage BP (1988) (P.O.P. Bandage) Width: 15cm Length: 2.7m Roll Note: Shelf life of the product should be minimum of 24 months. Packing: Individually packed in moisture proof air tight polythene wrappers Marks & Nos: 1.Name of manufacturer, Item Description, Batch No., SR No., State Mark, Details of manufacture and Date of expiry (Year to be marked in four digits) should be stated on individual/inner/outer pack 2.MSD Order No. and SPC indent No. should be stated on inner/outer pack	462,500	200,000-Jan/2024 262,500-Jun/2024	2,096,230.00

Packing: 1 Roll

All tenderers should furnish an unconditional Bid Bond encashable on demand to the value mentioned in the item list. Bid Bond should be submitted with valid up to 25.03.2024 together with the tender

1. Page 9 Condition No. 19.b

Registrar of public contracts

This clause should be amended as awards over Sri Lanka rupees Five Million instead of (LKR) Ten Million.

1. Page 10 Condition No. 20. A

Representative samples in respect of items offered should be submitted to reach SPC on or before the closing time on the closing date of tender and acknowledgement receipt to be obtained from Administration Department of SPC.

Contract:
The successful supplier should agree to enter into a contract/Agreement is applicable normally for awards which are over LKR 500,000.00 instead of 10.0 Million.

Bidding Document Fee- As per the guideline 6.1.1 (a) of the Government Procurement Guidelines 2006.

A non refundable fee of Rs. 35,000/= + taxes should be paid in cash to SPC for each set of Tender Documents

Amendments of Bidding Document for Procurement of Surgical/Lab items

(1) **Clause 8**

(a) Bid Bonds to be submitted for each item (SR Number) when estimated value of each item exceeds LKR 01 Million.

(b) Value and validity applicable for the submission of Bid Bond for each item should be as indicated therein.

08.2 The Bid Bond should be valid for at least 30 days beyond the validity of the Bid.

(c) To be deleted.

(2) **Clause 12**

Amend as **REIMBURSEMENT**

12.1 Corporation reserves 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 labeling.

(3) **Clause 16.6**

Any request for a price increment due to LKR depreciating against foreign currency will not be accepted and such bid will be rejected at the preliminary stage of bid evaluation.

(4) **Clause 28.0**

Evaluation will be done as per Bid Form (Annex – II B) and Bid Evaluation Summary Sheet. (Annex – II C, to be submitted along with the Bid and a soft copy as per instruction given in www.spc.lk Web Site)

(5) 2nd column of Annex II B amend as "FULL DESCRIPTION OF ITEM OFFERED THE STANDARD & STORAGE CONDITION"

(6) Annex – 1 to be amend as follows.

SPECIMEN OF ANNEX – 1

ANNEX – 1

BID NO/ BID REFERENCE :
(TENDER NO)

DATE OF ISSUE :

CLOSING DATE & TIME :
(SRI LANKAN TIME)

ORDER LIST NO :

SR No	Item Description/ Specifications	Quantity	Delivery Schedule

Amount of Bid Bond : LKR …….. or USD …….. to be submitted along with the Bid Bond valid till …… (date)

Bid validity period : Bid should be valid till …….. (date)

Bid Document Fee : ……
(should be paid in cash to SPC for each set of Bid Documents)

MSD CONDITIONS OF SUPPLY

1.
2.

Abbreviations : SPC ; State Pharmaceuticals Corporation, MSD; Medical Supplies Division

Annex VI

SPECIMEN OF CONTRACT FORM (IB)

STATE PHARMACEUTICALS CORPORATION OF SRI LANKA

(Established under the State Industrial Corporation Act, No. 49 of *1957)*
"Mehewara Piyasa", 16th Floor, No. 41, Kirula Road, Colombo 05,Sri Lanka.
Telephone (00)94-1-2335008 Fax: (00)94-11-2582495
E-mail: dgmsurgical@spc.lk or mgrsurgical@spc.lk

DEMOCRATIC SOCIALISTREPUBLIC OF SRI LANKA
AGREEMENT

SPC Ref. No   Date :
Bid Ref.

This **AGREEMENT** made and entered into between the State Pharmaceuticals Corporation of Sri Lanka, a Corporation established under the State Industrial Corporation Act. No. 49 of 1957 and having its Head Office at "Mehewara Piyasa", 16th Floor, No. 41, Kirula Road, Colombo 05, 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 **FIRST PART**

AND

M/s …………………………………………………………………………………………………..
…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 **SECOND PART.**

AND

M/s …………………………………………………………………………………………………..
…business under the time, style and firm of a company duly registered and carrying business (hereinafter called "the Local Agent" 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 **THIRD PART.**

Whereas the State Pharmaceuticals Corporation has accepted the bid of M/s ……………… ………………………………………………………………………… for the supply and delivery of……………………………………………… as per the attached indent for ……………… marked SPC …………………………………… . Dated ………………………………… and M/s ……………………………………………………… will act as local agent of the supplier for all matters arising out of supplies here of.

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. The following documents: -

   (a) Conditions of Contract marked – Annex 1
   (b) Bid Documents marked – Annex 2
   (c) Copy of Indent marked – Annex 3

(hereinafter called ñthe Contract Documentsò) showing and describing the nature and scope of the agreement duly signed by three parties shall be deemed to form and be read and construed as part and partial 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, and the local agent will be responsible for all the matters regarding the supplies which do not confirm to required standard..

The supplier shall be paid for such supply and delivery of the goods according to the Indent marked and in the manner and at the times hereinafter specified.

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

In witness whereof the State Pharmaceuticals Corporation has caused its Common Seal to be affixed and é é é é é é é é é and é é é é é é é é é é . of State Pharmaceuticals Corporation have set their hands and Supplier and the Local Agent has placed its hand/caused its Common Seal to be affixed hereunto and to two other of the same tenor on this é é é é é .20é

The Common Seal of M/s (supplier)é é é é é é é é é é é é é é é é é é ... herein.

1. ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ..

President/Managing Director/C.E.O.

2. ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ..

Director

Witnesses

Signature	Name, Address and ID No./Passport No.
1. é é é é é é é é é é é .	é é é é é é é é é é é é é é é ..
2. é é é é é é é é é é é .	é é é é é é é é é é é é é é é é

The Common Seal of M/s. é é é é é é é é é é é é é é é (Local Agent) herein.

é é é é é é é é é é é é é é é .
President/Managing Director/C.E.O.

é é é é é é é é é é é é é é é .
Director

Witnesses

Signature	Name, Address and ID No./Passport No.
1. é é é é é é é é é é é .	é é é é é é é é é é é é é é é ..
2. é é é é é é é é é é é .	é é é é é é é é é é é é é é é é

CONDITIONS OF CONTRACT

3.FREE REPLACEMENT /REIMBURSEMENT

3.1 SPC reserves the right to call for Free Replacement/Reimbursement in the event of

3.1.1 Short packing
3.1.2 Loss/damage or deterioration of goods supplied (within shelf-life if applicable)
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/or quality standards to the satisfaction of Medical Supplies Division of Sri Lanka/ State Pharmaceuticals Corporation of Sri Lanka.

3.2 In the event of a quality problem, Batch samples would be tested by SPC its authorized personnel at the NMQAL or SPC Quality Assurance Laboratory or any other Quality Assurance Laboratory nominated by SPC or its fitness for use will be determined by and expert Committee appointed by the relevant authority.

3.3 **Withdrawal from use of Item due to quality failure.**

a) In case of batch withdrawal due to quality failure, the supplier/ manufacturer shall reimburse the value of entire batch quantity supplied.
b) In case of product withdrawal due to quality failure, the supplier/ manufacturer shall reimburse the value of entire product quantity supplied.
c) In the event of either a) or b) above the supplier/ manufacturer shall be surcharged additional 25% of the total value concerned as administrative cost.

Samples from the available batches will be retained by 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 and the Local Agent agreed to reimburse the SPC the landed cost and an additional 25% surcharge of the total quantity supplied.

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 7 working days of receipt of same in writing. Parties however shall endeavours 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 parties at the respective addresses at the beginning hereof written.

The common seal of State Pharmaceuticals Corporation of Sri Lanka was affixed)

heretoé)
é .)
é .)
é .)

Authorized signatory

Authorized signatory

<u>Witnesses</u>

Signature Name, Address and ID No

1……………….. **……………………………………………**

2………………… **……………………………………………**

AK/ns

ANNEX – 1

BID NO. : DHS/S/WW/83/24
DATE OF ISSUE : 18TH JULY 2023
CLOSING DATE & TIME : 29TH AUGUST 2023 AT 09.00 HOURS SRI LANKA TIME

Special Conditions for tendering :

1. Offers should be accompanied with the valid registration certificate issued by the National Medicine Regulatory Authority in Sri Lanka
2. Offered item should bear both our SR number and the Item number. However at the bid opening only the item numbers will be read out. Therefore price quoted should be shown against each item number.
3. If the shipment is being effected on FCL basis both FOB and Freight charges should be quoted separately against each item in addition to quoted C & F price.
4. The volume of the total quantity of each item should be given in cubic meters (m^3)
5. **Foreign offers should be on C & F (CPT/CFR) Colombo basis. FOB offers are not acceptable. If offers are received on Import & Supply basis from local suppliers, those offers should be in LKR. All local suppliers/manufacturers should quote in LKR for the total delivery price to MSD stores.**
6. **Fax/E-mail offers directly sent to State Pharmaceuticals Corporation are not acceptable. Tenderers are requested to draw their attention to the clause "Submission of Bids" of the bid document in this regard.**
7. 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.
8. The original payment receipt has to be annexed to the offer. Offers without same will be rejected.
9. We reserve the right to reject offers which do not comply above.
10. The offer should be valid up to 24.02.2024

CONDITIONS FOR SUPPLY OF SURGICAL ITEMS

(a) Part A-General Order Conditions (GOC) of Supply

1. The consignments supplied in respect of an order concerned, shall exactly match with the reference sample submitted and the product information (item descriptions, shelf life/warranty where applicable, manufacturer²s name, country of manufacture, country of origin, etc.) provided in the bid document by the supplier, which has been accepted by the procurement committee, and included in the Indent / Purchase Order (PO), issued by SPC.

2. All items shall be supplied, sourcing from the manufacturer and country of manufacturer, stated in the Purchase Order (PO)/Indent of SPC and wherever applicable shall have a valid product registration or waiver of registration from NMRA.

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

When the validity of the product/manufacturing licenses and registrations of NMRA (eg; manufacturing license, product registration and GMP certificates), of local manufacturers / local suppliers, lapses during the year or during the period of supply (delivery schedule), it shall be extended / renewed by the supplier.

A certified copies of afore mentioned valid certificates shall be submitted to MSD by the supplier when deliveries are made.

4. The number of batches per consignment shall be minimal. Batch quantity shall be an equal multiple of the quantity of the consignment and the proportionate size of the batch quantity shall be not less than 15% of the quantity in the consignment.

5. If MSD decides to accept a part or full consignment, with deviations from certain tender conditions (eg: with regard to labeling/packaging etc. due to an urgency, that shall be done subject to, either rectifying the defect within 05 working days by the supplier, or recovering the total cost [a] of rectifying the defect by MSD (via a duly contracted third party providing such services), from the supplier with a 25% surcharge on the labeling cost. (total charge = [a]+[a]x0.25) or 2% of the invoiced value, whichever is the highest.

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

6. The specifications of the product offered by the suppliers in the tender, shall match with the tender specifications for the item and **any form of alternate offers for the same, will not be entertained,** when there are product/s offered in compliance with the tender specification.

Shelf life & Warrantees

7. In respect of Non consumables; laboratory items and surgical items: Manufacturer or supplier or local agent shall provide a warranty for a period, not less than as specified in the specification of the item and /or it²s sub components/articles supplied (eg: Special Instrument sets), unless otherwise agreed upon prior to awarding the tender.

The supplier²s invoice shall indicate, the validity period of the warrantee from the date of receiving goods at MSD and a warrantee card with all details, including the local contact details of warrantee services provider, shall also be inserted in each individual pack.

Foreign suppliers of all such items shall have their own local agent in Sri Lanka, capable of providing technical support, repair and spares, when necessary (**This clause No. 07 is not applicable for all Pharmaceuticals and all Consumable Surgical & Laboratory items)**

8. Freshly manufactured stocks of the product shall be supplied; thereby the residual Shelf Life (shelf life remaining at the time of delivery of goods in Sri Lanka/MSD stores/Sri Lanka) of the product, shall be 85% of the product shelf life specified in Indent/PO or as certified in the product registration certificate or indicated in any other way by NMRA)

(a) When the shelf life is not specified in the indent/PO/item spec; the requested shelf life shall be considered as, 36 months for consumable surgical items. (Shelf life of not applicable for surgical non-consumables) and 24 months for Pharma/Laboratory items. The Difference of the residual and requested product shelf life shall not exceed $1/6^{th}$ (one sixth) of the original product shelf life.

(b) In the violation of the above tender condition, Director/MSD reserves the right to accept a reduced quantity, that is usable (as per the actual consumption rate) up to three months before the expiry of same and will subject to application of a penalty (as clause No. 37 and footnote 01)

Standards & Quality

9. Standards; In respect of all Pharmaceutical products supplied, shall comply Pharmacopoeia Standards that are indicated in the item specifications, other Pharmacopoeia Standards accepted in the product registration by the National Medicines Regulatory Authority.

10. As per the product registration dossier approved by NMRA, the product information leaflet (PIL) for the Pharmaceuticals items and the user manual/instruction pamphlet for surgical items. With information to users regarding the; storage conditions, maintenance, and other product compatibilities, shall be provided with the product, for acceptance of goods by MSD.

Any product deficient of or incompatible with, its sub-components/accessories, not at the specified quality standards or all its components not unitized appropriately in packaging (as a set) shall be rejected.

11. Withdrawal from use of items due to quality failure found as manufacturer²s fault:

(a). In case of batch withdrawal, **value of entire batch quantity supplied** shall be recovered from the supplier.

(b).In case of product withdrawal, **value of entire product quantity** supplied shall be recovered from the supplier.

(c). In the event of either a) or b) above, supplier shall be charged the total **cost involved for MSD, of the quality failed supplies** with 25% administrative surcharge of the same.

12. The storage conditions and the packing requirements of the product shall conform to the information given by the manufacturer and accepted by NMRA for the product registration or shall conform to the information submitted for waiver of registration granted by NMRA in exceptional circumstances.(refer clause No.24)

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

13. Immediately after delivery at MSD, the consignments shall be subjected to testing appropriately drawn, one random batch sample (Post-delivery sample) of the consignment at a government/semi-government/accredited laboratory (to be selectively applied for Surgical & Lab items, depending on availability of testing methodology and facilities)

If the sample is found to be substandard, random batch samples will be tested from all the batches/lots in the consignment, and entire expenses on such tests, like value of samples, transport, sampling and testing charges, etc, will be recovered from the supplier.

14. Consignments supplied to MSD violating the storage conditions indicated on product labels and/or product information leaflet (as accepted for product registration at NMRA), shall be considered as quality affected consignments and quality assurance of such consignments shall be carried out by post-delivery testing at government / semi government laboratory in Sri Lanka or at an accredited laboratory (foreign/local). All the expenses on such an event, including storage cost shall be borne by the supplier. If found to be quality affected the consignment will be treated as quality failed (as clause No.11).

Pack size, Labeling & Packaging

15. Offers for pack sizes at a lower level(smaller quantity per pack) than the pack size specified in the item description/specification and MSD order List, are also acceptable, but higher level (larger quantity per pack) pack sizes will not be entertained unless otherwise offered with the original bid and accepted by the procurement committee, with the concurrence of MSD.

16. In respect of bulk packs of all pharmaceuticals (not applicable for blister/strip packs), ³DHS´ mark shall be
(a). embossed or printed in case of tablets
(b). printed in case of capsules

Above condition can be waved off, if the purchase order quantity is less than 100,000 tablets/capsules, with deliveries in one/more lots **or** when an exemption is notified in the special order conditions of the relevant MSD order list (**This clause No. 16 is not applicable for all consumable and Non consumable Surgical and Laboratory Items)**

17. Each; innermost pack, vial/ampoule, pre-filled syringe or bottle, shall bear the item Description, SR No, Batch No/Lot no., Product Reference/Catalogue No.s of Surgical items), Date of Manufacture, Date of Expiry (of consumables only) and ³STATE LOGO´ of Government of Sri Lanka.

It is essential to include and exactly match the dates of Expiry (not applicable for Surgical Non-consumables) & date of Manufacture (in any form as ³Year & Month´ or ³No Exp.´), in the innermost pack and supplier²s invoice.

18. Description of the Item, SR No, Date of Manufacture, Date of Expiry, Batch No, Name and address of manufacturer and ³STATE LOGO´ of Sri Lanka Government shall be clearly marked on the outer covering of the individual/innermost pack containing the minimum unit of measure, including blister & strip cards and on the outer cover of the carton/box.
Any deviations of the Date of Manufacture (DOM)/ Date of Expiry(DOE)declared in the offer shall be approved by MSD and DOM & DOE shall consist of at least the year & month.

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

20. Batch Number of the product shall be separately Barcoded (in Code 128 or 2D formats) and Barcode shall be printed on the labels at all levels of packing as described below, conforming to the industry standards in Barcode printing and pasting.
Format shall be according to Code 128 or 2D standards.
Maximum barcode size shall be 5.0cm (length) x 2.5cm (width).

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

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

Storage Conditions & Temperature

22. If the storage temperature & conditions are not specified in the item specification, NMRA accepted product storage conditions, shall conform to Sri Lankan ambient storage conditions in the ranges of 30^0c +/- 2^0c temperature and 75% +/-5% relative humidity. The product storage conditions shall be clearly indicated at all levels of labels/packages/boxes.

23. Maintenance of Cold Chain;

a. In case of cold storage items, cold chain monitors (temperature recording devices) shall be included for each carton and the cold chain shall be maintained according to the manufacturer²s instructions during storage, transport and delivery.

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

c. If the cold chain break is observed at the time of taking over the consignments by MSD, such consignments shall be rejected, indicating the reason on the relevant **WDN or copy of the delivery documents.** In such an event, the SPC shall arrange necessary cold storage for the consignment until ±observed cold chain break² is investigated leading to acceptance / total rejection of consignment and the expenses born by MSD / SPC in arranging the cold storage shall be recovered from the supplier.

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

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

24. In respect of the products requiring controlled temperature storage (Eg. < 25^0c, 2-25^0c, 15-20^0c/30^0c, 2-8^0c etc.), supplier shall provide MSD with latest product stability study reports with the invoice of the consignment.(report shall include studies; at 30^0c +/- 2^0c & 75% +/- 5% RH for **AC stored** items and at 25^0c +/- 2^0c & 60% +/- 5% RH for **Cold stored** items. It shall be a true copy of the latest report submitted to NMRA or a report issued within last 05 years). (refer clause No.12)

Delivery Requirements

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

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

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

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

(a). A penalty of 0.5% per day of the consignment value, calculated commencing from the 15th day up to 60th day delay from the due delivery date, as per the indent/PO or its² latest amended delivery schedules.

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

28. (i). If any local purchases were to be made by MSD/SPC to ensure continuity of supply (due to noncompliance of Indent/PO/its² amended; delivery schedule); in the ensuing period inclusive of the grace period for delivery from due delivery date, extra expenditure incurred on such local purchases, over the landed cost of relevant SPC main order, shall be recovered from the supplier.

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

29. In respect of local manufacturers/ local suppliers, all deliveries shall be made only on week days excluding public holidays, also allowing adequate time to enable the completion of the receiving process at MSD stores before 3.30 p.m.

In the event of failure to meet this deadline due to supplier²s fault (eg. In delivery; time, product, document, etc.) goods shall be accepted on the following working day, such date shall be counted for working out penalties as per No. 27 (regarding defaulted consignment) of the conditions of supply.
As an alternative, supplier can request MSD to take over the consignment on the same day, subject to settling all other expenses (i.e. staff OT, forklift charge, etc.) of MSD, by the supplier.

30. The extension of L/C²s overstepping delivery schedules in the Indent/PO/its² amendments, shall not in any way affect the recovery of late delivery charges, as per Condition No. 27 (regarding defaulted consignments) and any other direct or indirect additional costs/liquidated damages, relating/consequent to extension of L/C.

31. When adequate storage space is not available at MSD, to accept a delivery defaulted consignment (deviating from the delivery schedule in the Indent/PO/its² amendments) under the condition No. 27, any additional expenses caused to MSD or SPC in arranging temporary external storage and other expenses (eg. demurrage, detention, container storage, re-handling cum transport, etc.) shall be borne by the supplier.

Documents & Information

32. MSD Order No, Item Description, SR No, Batch No., Date of Manufacture, Date of Expiry and product Storage Condition, shall be indicated in all Supply Invoices and detailed Packing Lists.

33. One of the tender samples of the selected bid shall be forwarded to MSD, for using as a reference sample (can make it; a part of the last consignment or a returnable to supplier) for checking the conformity of the consignments received under the indent/PO. (applicable for all surgical items and laboratory regular items except when specified in respective order lists).

The product artwork or dimensional detail diagrams, product Catalogues and Catalog No²s, as necessary for the surgical items (**not relevant to pharmaceutical & Laboratory items)** shall be provided with the bid document, for reference in the; tender evaluation by SPC, ascertaining (before awarding) user acceptance of deviations from the spec by MSD and inspecting the consignments delivered to MSD.

The artwork of the; specimen labels, minimum pack and outer most box/shipper carton, that satisfies the above mentioned labeling conditions shall be provided before signing the contract with the performance bond.

34 The supplier shall submit all shipping documents to (Including Bills of Lading / Draft Air Way Bills etc.) SPC Imports department and MSD by e-mail (**follow instructions in website www.msd.gov.lk**), at least 03 days before the Expected Time of Arrival (ETA) of sea freighted consignments & 02 days before the ETA of Air freighted consignments.

35. After releasing the Indent/PO or establishing L/C, the latest logistical position of manufacturing & supply on the Indent/PO, shall be updated biweekly through e-mails to SPC with a copy to MSD by the supplier.(follow instructions in the website www.msd.gov.lk)
If it is not complied or the information so provided are found to be incomplete/false, the grace period (for supply delays) mentioned in the condition No. 27 will not be applicable.

Common conditions

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

37. Administrative surcharge of 25%(on the value of goods), will be applied for tender condition violations that cause deficiencies in supply with respect to; quality, standards & specifications, short packing & short supply or delayed delivery as per the cabinet decision. **(eg. As in conditions No. 08,05,10,13)**

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

(b) Part B-Special Order Conditions (SOC) of Supply

Note: SOCs are used, when it is really necessary to enable, item/order list specific deviations from the GOC clauses that are applicable to all or selected items in the order list concerned and in which case the relevant order list No. and SR No. s, shall be indicated separately against each clause of SOC, with the counter signature of Director (MSD) to make it effective.

Sufficient quantity of samples should be forwarded for evaluation.

Special Conditions

- Suppliers should submit all shipping documents including the Bill of lading or Air Way Bill to SPC at least 2-3 days prior to arrival of the consignments to prevent any delay in clearance.
- In the event of an award made to you on this tender, SPC reserve the right to cancel/suspend the procuring of said order in any stage, if you would be placed the defaulted supplier's list due to quality failure found in your previous supplies made to SPC or non compliance of contractual agreement.
- This bid is administered by the provisions of the "Public Contract Act No. 3 of 1987" and therefore, in the event bidder is to retain an agent, representative, nominee for and on behalf of Bid or shall register himself and such public contact act in accordance with the section 10 of the Public Contract Act and produce such valid original certificate of registration with the bid.
- 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.
- Destination Terminal Handling charges (THC) should be borne by the supplier at the Port of Loading. Hence when the C&F prices are quoted this should be inclusive of THC.
- The bid submitted should be duly signed and endorsed by the Bidder/ Tenderer him self (with the name and designation of the signatory) or by the representative. Representatives submit offers on behalf of their principals should submit a letter of authorization and power of attorney (if signing on behalf of the principals) and also should submit documentary proof on their registration as per the Act. No. 03 of 1987 with the Department of the Registrar of Companies – Sri Lanka.
- In the event of delivery of consignments deviating from given delivery schedule by MSD due to default of supplier and same is rejected due lack of storage space available at MSD warehouses, any resulting demurrage charges incurred shall be borne by the suppliers concerned.
- **All Shipment should be made exclusively on vessels belonging to the Ceylon Shipping Corporation or those chartered by CSC. Shipments on other vessels will be permitted in instances where vessels of the Ceylon Shipping Corporation do not call at the Port of Shipment or if they are not available for timely shipment of cargo. In which event the supplier should attach a waiver certificate issued by Ceylon Shipping Corporation on their Authorized Agent in the supplier's country.**

BID NO: DHS/S/WW/83/24 CLOSING ON : 29.08.2023 at 9.00 a.m.

ORDER LIST NUMBER: 2024/SPC/N/R/S/00285

ITEM NO	SR NO	ITEM	QTY Nos.	DELIVERY	Bid Bond value (LKR)
3	18001402	EDTA Gel in preloaded syringes for use in endodontics. Packing: 1 Nos.	5,000	2,500-Jan/2024 2,500-Jun/2024	104,000.00
5	18001504	Zinc Oxide Powder 60g - 100g bottle with Eugenol complete pack, for dental use Packing: 1 Nos.	12,000	6,000-Jan/2024 6,000-Jun/2024	92,450.00
7	18001902	Enamel & Dentine Bonding Agent, light curing composite compatible with individual light curing composite syringe Packing: 1 Nos.	8,000	4,000-Jan/2024 4,000-Jun/2024	357,760.00
9	18003201	Non-setting Calcium Hydroxide Material,with iodoform, preloaded in syringe. Packing: 1 Nos.	6,500	3,500-Jan/2024 3,000-Jun/2024	196,040.00
10	18003202	Non-setting Calcium Hydroxide Material, with barium hydroxide, preloaded in syringe. Packing: 1 Nos.	3,000	1,500-Jan/2024 1,500-Jun/2024	93,600.00
12	18003307	Glass Ionomer based Luting Cement. Packing: 1 Nos.	1,000	500-Jan/2024 500-Jun/2024	81,120.00
13	18003604	Alginate Impression Powder (dust free) for impression, regular set, 400g - 750g pack Packing: 100 g	5,200,000 g	3,000,000 g-Jan/2024 2,200,000 g-Jun/2024	378,560.00
14	18004001	Etching Gel (37% phosphoric acid),composite compatible. Packing: 1 Nos.	12,000	6,000-Jan/2024 6,000-Jun/2024	374,400.00

All tenderers should furnish an unconditional Bid Bond encashable on demand to the value mentioned in the item list. Bid Bond should be submitted with valid up to 25.03.2024 together with the tender

1. Page 9 Condition No. 19.b

Registrar of public contracts

This clause should be amended as awards over Sri Lanka rupees Five Million instead of (LKR) Ten Million.

1. Page 10 Condition No. 20. A

Representative samples in respect of items offered should be submitted to reach SPC on or before the closing time on the closing date of tender and acknowledgement receipt to be obtained from Administration Department of SPC.

Contract:
The successful supplier should agree to enter into a contract/Agreement is applicable normally for awards which are over LKR 500,000.00 instead of 10.0 Million.

Bidding Document Fee- As per the guideline 6.1.1 (a) of the Government Procurement Guidelines 2006.

A non refundable fee of Rs. 20,000/= + taxes should be paid in cash to SPC for each set of Tender Documents

Amendments of Bidding Document for Procurement of Surgical/Lab items

(1) **Clause 8**

(a) Bid Bonds to be submitted for each item (SR Number) when estimated value of each item exceeds LKR 01 Million.

(b) Value and validity applicable for the submission of Bid Bond for each item should be as indicated therein.

08.2 The Bid Bond should be valid for at least 30 days beyond the validity of the Bid.

(c) To be deleted.

(2) **Clause 12**

Amend as **REIMBURSEMENT**

12.1 Corporation reserves 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 labeling.

(3) **Clause 16.6**

Any request for a price increment due to LKR depreciating against foreign currency will not be accepted and such bid will be rejected at the preliminary stage of bid evaluation.

(4) **Clause 28.0**

Evaluation will be done as per Bid Form (Annex – II B) and Bid Evaluation Summary Sheet. (Annex – II C, to be submitted along with the Bid and a soft copy as per instruction given in www.spc.lk Web Site)

(5) 2nd column of Annex II B amend as "FULL DESCRIPTION OF ITEM OFFERED THE STANDARD & STORAGE CONDITION"

(6) Annex – 1 to be amend as follows.

SPECIMEN OF ANNEX – 1

ANNEX – 1

BID NO/ BID REFERENCE :
(TENDER NO)

DATE OF ISSUE :

CLOSING DATE & TIME :
(SRI LANKAN TIME)

ORDER LIST NO :

SR No	Item Description/ Specifications	Quantity	Delivery Schedule

Amount of Bid Bond : LKR …….. or USD …….. to be submitted along with the Bid Bond valid till …… (date)

Bid validity period : Bid should be valid till …….. (date)

Bid Document Fee : ……
(should be paid in cash to SPC for each set of Bid Documents)

MSD CONDITIONS OF SUPPLY

1.
2.

Abbreviations : SPC ; State Pharmaceuticals Corporation, MSD; Medical Supplies Division

Annex VI

SPECIMEN OF CONTRACT FORM (IB)

STATE PHARMACEUTICALS CORPORATION OF SRI LANKA

(Established under the State Industrial Corporation Act, No. 49 of *1957)*
"Mehewara Piyasa", 16th Floor, No. 41, Kirula Road, Colombo 05,Sri Lanka.
Telephone (00)94-1-2335008 Fax: (00)94-11-2582495
E-mail: dgmsurgical@spc.lk or mgrsurgical@spc.lk

DEMOCRATIC SOCIALISTREPUBLIC OF SRI LANKA
AGREEMENT

SPC Ref. No Date :
Bid Ref.

This **AGREEMENT** made and entered into between the State Pharmaceuticals Corporation of Sri Lanka, a Corporation established under the State Industrial Corporation Act. No. 49 of 1957 and having its Head Office at "Mehewara Piyasa", 16th Floor, No. 41, Kirula Road, Colombo 05, 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 **FIRST PART**

AND

M/s …………………………………………………………………..
…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 **SECOND PART.**

AND

M/s …………………………………………………………………..
…business under the time, style and firm of a company duly registered and carrying business (hereinafter called "the Local Agent" 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 **THIRD PART.**

Whereas the State Pharmaceuticals Corporation has accepted the bid of M/s ………
……………………………………………… for the supply and delivery of…………………………… as per the attached indent for ……… marked SPC …………………… . Dated ………………… and M/s
……………………………… will act as local agent of the supplier for all matters arising out of supplies here of.

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. The following documents: -

   (a) Conditions of Contract marked – Annex 1
   (b) Bid Documents marked – Annex 2
   (c) Copy of Indent marked – Annex 3

(hereinafter called ñthe Contract Documentsò) showing and describing the nature and scope of the agreement duly signed by three parties shall be deemed to form and be read and construed as part and partial 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, and the local agent will be responsible for all the matters regarding the supplies which do not confirm to required standard..

The supplier shall be paid for such supply and delivery of the goods according to the Indent marked and in the manner and at the times hereinafter specified.

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

In witness whereof the State Pharmaceuticals Corporation has caused its Common Seal to be affixed and é é é é é é é é é and é é é é é é é é é é . of State Pharmaceuticals Corporation have set their hands and Supplier and the Local Agent has placed its hand/caused its Common Seal to be affixed hereunto and to two other of the same tenor on this é é é é é .20é

The Common Seal of M/s (supplier)é é é é é é é é é é é é é é é é é é ... herein.

1. ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ..

President/Managing Director/C.E.O.

2. ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ..

Director

Witnesses

Signature	Name, Address and ID No./Passport No.
1. é é é é é é é é é é é .	é é é é é é é é é é é é é é é ..
2. é é é é é é é é é é é .	é é é é é é é é é é é é é é é é

The Common Seal of M/s. é é é é é é é é é é é é é é é (Local Agent) herein.

é é é é é é é é é é é é é é é .
President/Managing Director/C.E.O.

é é é é é é é é é é é é é é é .
Director

Witnesses

Signature	Name, Address and ID No./Passport No.
1. é é é é é é é é é é é .	é é é é é é é é é é é é é é é ..
2. é é é é é é é é é é é .	é é é é é é é é é é é é é é é é

CONDITIONS OF CONTRACT

3.FREE REPLACEMENT /REIMBURSEMENT

3.1 SPC reserves the right to call for Free Replacement/Reimbursement in the event of

- 3.1.1 Short packing
- 3.1.2 Loss/damage or deterioration of goods supplied (within shelf-life if applicable)
- 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/or quality standards to the satisfaction of Medical Supplies Division of Sri Lanka/ State Pharmaceuticals Corporation of Sri Lanka.

3.2 In the event of a quality problem, Batch samples would be tested by SPC its authorized personnel at the NMQAL or SPC Quality Assurance Laboratory or any other Quality Assurance Laboratory nominated by SPC or its fitness for use will be determined by and expert Committee appointed by the relevant authority.

3.3 **Withdrawal from use of Item due to quality failure.**

a) In case of batch withdrawal due to quality failure, the supplier/ manufacturer shall reimburse the value of entire batch quantity supplied.
b) In case of product withdrawal due to quality failure, the supplier/ manufacturer shall reimburse the value of entire product quantity supplied.
c) In the event of either a) or b) above the supplier/ manufacturer shall be surcharged additional 25% of the total value concerned as administrative cost.

Samples from the available batches will be retained by 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 and the Local Agent agreed to reimburse the SPC the landed cost and an additional 25% surcharge of the total quantity supplied.

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 7 working days of receipt of same in writing. Parties however shall endeavours 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 parties at the respective addresses at the beginning hereof written.

The common seal of State Pharmaceuticals Corporation of Sri Lanka was affixed)

heretoé)
é .)
é .)
é .)

Authorized signatory

Authorized signatory

<u>Witnesses</u>

Signature Name, Address and ID No

1……………….. ………………………………………………

2………………… ………………………………………………

VH/ns

ANNEX – 1

BID NO. : DHS/M/S/WW/1/24
DATE OF ISSUE : 10TH JULY 2023
CLOSING DATE & TIME : 22ND AUGUST 2023 AT 11.00 HOURS SRI LANKA TIME

ORDER LIST NUMBER: 2024/SPC/N/R/S/00075

ITEM NO	SR NO	ITEM	QTY Nos.	DELIVERY
1	14300103	Blood Lines Set Universal for Haemodialysis, comprising Arterial and Venous blood lines with filter, connector and transducer protector sterilized by gamma filteration. Should be DEHP free and compatible with any make of Haemodialysis machine. Packing: 1 Nos.	500,000	250,000-Jan/2024 250,000-May/2024

03 Nos. of Blood Lines Set Universal for Haemodialysis, comprising Arterial and Venous Blood Lines with filter, connector, and transducer protecter sterilized by gamma filtration as a Representative tender samples and Samples Catalogue/Literature should be submitted for bid evaluation.

Bid Bond value Rs. 5,064,100.00 or USD 16,435.00

Valid up to 19.03.2024 has to be submitted with the bid.

The Bid should be valid till 18.02.2024

Non – refundable Bid fee – Rs. 60,000.00 + taxes

N.B.
If Local Agent Commission to be paid the percentage should be clearly indicate in annex 11B.

CONDITIONS FOR SUPPLY OF SURGICAL ITEMS

(a) Part A-General Order Conditions (GOC) of Supply

1. The consignments supplied in respect of an order concerned, shall exactly match with the reference sample submitted and the product information (item descriptions, shelf life/warranty where applicable, manufacturer²s name, country of manufacture, country of origin, etc.) provided in the bid document by the supplier, which has been accepted by the procurement committee, and included in the Indent / Purchase Order (PO), issued by SPC.

2. All items shall be supplied, sourcing from the manufacturer and country of manufacturer, stated in the Purchase Order (PO)/Indent of SPC and wherever applicable shall have a valid product registration or waiver of registration from NMRA.

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

When the validity of the product/manufacturing licenses and registrations of NMRA (eg; manufacturing license, product registration and GMP certificates), of local manufacturers / local suppliers, lapses during the

year or during the period of supply (delivery schedule), it shall be extended / renewed by the supplier. A certified copies of afore mentioned valid certificates shall be submitted to MSD by the supplier when deliveries are made.

4. The number of batches per consignment shall be minimal. Batch quantity shall be an equal multiple of the quantity of the consignment and the proportionate size of the batch quantity shall be not less than 15% of the quantity in the consignment.

5. The specifications of the product offered in the bid by the supplier shall match with the tender specifications for the item and any form of alternate offers will not be entertained unless otherwise mentioned in this document.

Shelf life & Warrantees

6. Freshly manufactured stocks of the product shall be supplied; thereby the residual Shelf Life (shelf life remaining at the time of delivery of goods in Sri Lanka/MSD stores in case of local suppliers) of the product, shall be 85% of the product shelf life requested (specified in order/Indent/PO)

In respect of the items with requested shelf life equal or more than 36 months, any deficit between the residual shelf life and requested shelf life, shall not be more than 04 months.

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

Standards & Quality

7. Standards; In addition to Pharmacopoeial Standards that are indicated in the item specifications, other Pharmacopoeial Standards that are registered at National Medicines Regulatory Authority in Sri Lanka are also acceptable.

8. As per the product registration dossier approved by NMRA, the product information leaflet (PIL) for the Pharmaceuticals items and the user manual. With information to users regarding the; storage conditions, maintenance, and other product compatibilities, shall be provided with the product, for acceptance of goods by MSD.

9. Any product deficient of its sub-components/accessories, not at the specified quality standards or all its components not unitized appropriately in packaging (as a set) shall be rejected.

10. Withdrawal from use of items due to quality failure found as manufacturer²s/Supplier²s fault:

(a). In case of batch withdrawal, **value of entire batch quantity supplied** shall be recovered from the supplier.

(b).In case of product withdrawal, **value of entire product quantity** supplied shall be recovered from the supplier.

(c). In the event of either a) or b) above, supplier shall be charged the total **cost involved for MSD, of the quality failed supplies** with 25% administrative surcharge of the same**.**

11. The storage conditions and the packing requirements of the product shall conform to the information given by the manufacturer and accepted by NMRA for the product registration.

The bidder must provide with the bid, a declaration to certify the NMRA accepted product details such as; storage conditions, pack details/contents/sizes and standard batch quantity/size of the product.

12. Immediately after delivery at MSD, the consignments shall be subjected to testing appropriately drawn, one random batch sample (Post-delivery sample) of the consignment at a government/semi-government/accredited laboratory. If the sample is found to be substandard, random batch samples will be tested from all the batches/lots in the consignment, and entire expenses on such tests, like value of samples, transport, sampling and testing charges, etc, will be recovered from the supplier.

13. Consignments supplied to MSD violating the storage conditions indicated on product labels and/or product information leaflet (as accepted for product registration at NMRA), shall be considered as quality affected consignments and quality assurance of such consignments shall be carried out by post-delivery testing at government / semi government laboratory in Sri Lanka or at an accredited laboratory (foreign/local). All the expenses on such an event, including storage cost shall be borne by the supplier. If found to be quality affected the consignment will be treated as quality failed (as clause No.10).

Pack size, Labeling & Packaging

14. Offers for pack sizes at a lower level(smaller quantity per pack) than the pack size specified in the item description/specification and MSD order List, are also acceptable, but higher level (larger quantity per pack) pack sizes will not be entertained unless otherwise offered with the original bid and accepted by the procurement committee, with the concurrence of MSD.

15. Each; innermost pack, shall bear the item Description, SR No, Batch No/Lot no., Reference/Catalogue No. Date of manufacture, Date of Expiry and ³STATE LOGO´ of Government of Sri Lanka. Product Information Leaflet (PIL) to be included with each pack.
It is essential to include and exactly match the dates of Expiry & date of Manufacture (in any form as ³Year & Month´ or ³No Exp.´), in the innermost pack and supplier²s invoice.

16. Description of the Item, SR No, Date of Manufacture, Date of Expiry, Batch No, Name and address of manufacturer and ³STATE LOGO´ of Sri Lanka Government shall be clearly marked on the outer covering of the individual/innermost pack containing the minimum unit of measure.

The format of Date of Manufacture / Date of Expiry should be declared in the offer and it shall consist at least the YEAR & MONTH.

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

18. Batch Number of the product shall be separately Barcoded (in Code 128 or 2D formats) and Barcode shall be printed on the labels at all levels of packing as described below, conforming to the industry standards in Barcode printing and pasting.
Format shall be according to Code 128 or 2D standards.
Maximum barcode size shall be 5.0cm (length) x 2.5cm (width).

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

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

Storage Conditions & Temperature

20. If the storage temperature & conditions are not specified in the item specification, NMRA accepted product storage conditions, shall conform to Sri Lankan ambient storage conditions in the ranges of 30^0c +/- 2^0c temperature and 75% +/-5% relative humidity. The product storage conditions shall be clearly indicated at all levels of labels/packages/boxes.

21. In respect of the products requiring controlled temperature storage (Eg. < 25^0c, 2-25^0c, 15-20^0c/30^0c, 2-8^0c etc.), supplier shall provide MSD with latest product stability study reports with the invoice of the consignment.(report shall include studies; at 30^0c +/- 2^0c & 75% +/- 5% RH for **AC stored** items and at 25^0c +/- 2^0c & 60% +/- 5% RH for **Cold stored** items. It shall be a true copy of the latest report submitted to NMRA or a report issued within last 05 years). (refer clause No.11)

Delivery Requirements

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

Contravening the above directions, if the delivery schedule is violated by the supplier for no fault of MSD/SPC/MOH and in the event MSD decides to accept any such consignment in full or part thereof, that is delivered after the due delivery date, Condition No. 24 on delayed deliveries, shall be applied.

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

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

(a). A penalty of 0.5% per day of the consignment value, calculated commencing from the 15th day up to 60th day delay from the due delivery date, as per the indent/PO or its² latest amended delivery schedules.

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

25. (i). If any local purchases were to be made by MSD/SPC to ensure continuity of supply (due to noncompliance of Indent/PO/its² amended; delivery schedule); in the ensuing period inclusive of the grace period for delivery from due delivery date, extra expenditure incurred on such local purchases, over the landed cost of relevant SPC main order, shall be recovered from the supplier.

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

26. In respect of local manufacturers/ local suppliers, all deliveries shall be made only on week days excluding public holidays, also allowing adequate time to enable the completion of the receiving process at MSD stores before 3.30 p.m.

In the event of failure to meet this deadline due to supplier²s fault (eg. In delivery; time, product, document, etc.) goods shall be accepted on the following working day, such date shall be counted for working out penalties as per No. 24 (regarding defaulted consignment) of the conditions of supply.

As an alternative, supplier can request MSD to take over the consignment on the same day, subject to settling all other expenses (i.e. staff OT, forklift charge, etc.) of MSD, by the supplier.

27. The extension of L/C²s overstepping delivery schedules in the Indent/PO/its² amendments, shall not in any way affect the recovery of late delivery charges, as per Condition No. 24 (regarding defaulted consignments) and any other direct or indirect additional costs/liquidated damages, relating/consequent to extension of L/C.

28. When adequate storage space is not available at MSD, to accept a delivery defaulted consignment (deviating from the delivery schedule in the Indent/PO/its² amendments) under the condition No. 24, any additional expenses caused to MSD or SPC in arranging temporary external storage and other expenses (eg. demurrage, detention, container storage, re-handling cum transport, etc.) shall be borne by the supplier.

Documents & Information

29. MSD Order No, Item Description, SR No, Batch No., Date of Manufacture, Date of Expiry and product Storage Condition, shall be indicated in all Supply Invoices and detailed Packing Lists.

30. One of the tender samples of the selected bid shall be forwarded to MSD, for using as a reference sample (can make it; a part of the last consignment or a returnable to supplier) for checking the conformity of the consignments received under the indent/PO.

The images of the; specimen labels, minimum pack and outer most box/shipper carton, that satisfies the above mentioned labeling conditions, shall also be provided within 14 days of releasing the indent by SPC. Reference sample to be sent by Procurement Entity to MSD.

31 The supplier shall submit all shipping documents to (Including Bills of Lading / Draft Air Way Bills etc.) SPC Imports department and MSD by e-mail (**follow instructions in website www.msd.gov.lk**), at least 03 days before the Expected Time of Arrival (ETA) of sea freighted consignments & 02 days before the ETA of Air freighted consignments.

32. After releasing the Indent/PO or establishing L/C, the latest logistical position of manufacturing & supply on the Indent/PO, shall be updated biweekly through e-mails to SPC with a copy to MSD by the supplier.(follow instructions in the website www.msd.gov.lk)

If it is not complied or the information so provided are found to be incomplete/false, the grace period (for supply delays) mentioned in the condition No. 24 will not be applicable.

Common conditions

36. In addition to the general conditions of supply given herein, any other relevant conditions as per the tender document issued by SPC, are also applicable.

Abbreviations :*NMRA ; National Medicines Regulatory Authority/Sri Lanka,* SPC ; State *Pharmaceuticals Corporation, MSD; Medical Supplies Division/Ministry of Helth-Sri Lanka, WDN; Wharf Delivery Note.,*

Special Conditions

- Suppliers should submit all shipping documents including the Bill of lading or Air Way Bill to SPC at least 2-3 days prior to arrival of the consignments to prevent any delay in clearance.
- In the event of an award made to you on this tender, SPC reserve the right to cancel/suspend the procuring of said order in any stage, if you would be placed the defaulted supplier's list due to quality failure found in your previous supplies made to SPC or non compliance of contractual agreement.
- 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.
- In the event of delivery of consignments deviating from given delivery schedule by MSD due to default of supplier and same is rejected due lack of storage space available at MSD warehouses, any resulting demurrage charges incurred shall be borne by the suppliers concerned.
- **All Shipment should be made exclusively on vessels belonging to the Ceylon Shipping Corporation or those chartered by CSC. Shipments on other vessels will be permitted in instances where vessels of the Ceylon Shipping Corporation do not call at the Port of Shipment or if they are not available for timely shipment of cargo. In which event the supplier should attach a waiver certificate issued by Ceylon Shipping Corporation on their Authorized Agent in the supplier's country.**

(b) Part B-Special Order Conditions (SOC) of Supply

Note: SOCs are used, when it is really necessary to enable, item/order list specific deviations from the GOC clauses that are applicable to all or selected items in the order list concerned and in which case the relevant order list No. and SR No. s, shall be indicated separately against each clause of SOC, with the counter signature of Director (MSD) to make it effective.

Amendments of Bidding Document for Procurement of Surgical/Lab items

(1) **Clause 8**

(b) Value and validity applicable for the submission of Bid Bond for each item should be as indicated therein.

08.2 The Bid Bond should be valid for at least 30 days beyond the validity of the Bid.

(c) To be deleted.

(2) **Clause 12**
Amend as **REIMBURSEMENT**

12.1 Corporation reserves 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 labeling.

(3) **Clause 16.6**
Any request for a price increment due to LKR depreciating against foreign currency will not be accepted and such bid will be rejected at the preliminary stage of bid evaluation.

(4) **Clause 28.0**
Evaluation will be done as per Bid Form (Annex – II B) and Bid Evaluation Summary Sheet. (Annex – II C, to be submitted along with the Bid and a soft copy as per instruction given in www.spc.lk Web Site)

(5) 2nd column of Annex II B amend as "FULL DESCRIPTION OF ITEM OFFERED THE STANDARD & STORAGE CONDITION"

(6) Annex – 1 to be amend as follows.

SPECIMEN OF ANNEX – 1

ANNEX – 1

BID NO/ BID REFERENCE :
(TENDER NO)

DATE OF ISSUE :

CLOSING DATE & TIME :
(SRI LANKAN TIME)

ORDER LIST NO :

SR No	Item Description/ Specifications	Quantity	Delivery Schedule

Amount of Bid Bond : LKR …….. or USD …….. to be submitted along with the Bid Bond valid till …… (date)

Bid validity period : Bid should be valid till …….. (date)

Bid Document Fee : ……
(should be paid in cash to SPC for each set of Bid Documents)

MSD CONDITIONS OF SUPPLY

1.
2.

Abbreviations : SPC ; State Pharmaceuticals Corporation, MSD; Medical Supplies Division

Annex VI

SPECIMEN OF CONTRACT FORM (IB)

STATE PHARMACEUTICALS CORPORATION OF SRI LANKA

(Established under the State Industrial Corporation Act, No. 49 of *1957)*
"Mehewara Piyasa", 16th Floor, No. 41, Kirula Road, Colombo 05,Sri Lanka.
Telephone (00)94-1-2335008 Fax: (00)94-11-2582495
E-mail: dgmsurgical@spc.lk or mgrsurgical@spc.lk

DEMOCRATIC SOCIALISTREPUBLIC OF SRI LANKA
AGREEMENT

SPC Ref. No Date :
Bid Ref.

This **AGREEMENT** made and entered into between the State Pharmaceuticals Corporation of Sri Lanka, a Corporation established under the State Industrial Corporation Act. No. 49 of 1957 and having its Head Office at, "Mehewara Piyasa" 16th Floor, No. 41, Kirula Road, Colombo 05, 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 **FIRST PART**

AND

M/s ………..
…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 **SECOND PART.**

AND

M/s ………..
…business under the time, style and firm of a company duly registered and carrying business (hereinafter called "the Local Agent" 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 **THIRD PART.**

Whereas the State Pharmaceuticals Corporation has accepted the bid of M/s ………………… ………………………………………………………………………………………… for the supply and delivery of………………………………………………………… as per the attached indent for ……………… marked SPC ………………………………………. Dated ……………………………………… and M/s ……………………………………………………… will act as local agent of the supplier for all matters arising out of supplies here of.

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. The following documents: -

   (a) Conditions of Contract marked – Annex 1
   (b) Bid Documents marked – Annex 2
   (c) Copy of Indent marked – Annex 3

(hereinafter called "the Contract Documents") showing and describing the nature and scope of the agreement duly signed by three parties shall be deemed to form and be read and construed as part and partial 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, and the local agent will be responsible for all the matters regarding the supplies which do not confirm to required standard..

The supplier shall be paid for such supply and delivery of the goods according to the Indent marked and in the manner and at the times hereinafter specified.

This contract as herein before defined constitutes the entire agreement between SPC, the supplier and the local agent may only be modified or repealed by formal agreement in writing duly executed by the parties or their authorized representatives.

In witness whereof the State Pharmaceuticals Corporation has caused its Common Seal to be affixed and é é é é é é é é é and é é é é é é é é é é . of State Pharmaceuticals Corporation have set their hands and Supplier and the Local Agent has placed its hand/caused its Common Seal to be affixed hereunto and to two other of the same tenor on this é é é é é .20é

The Common Seal of M/s (supplier)é é é é é é é é é é é é é é é é é é é ... herein.

1. ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ..

President/Managing Director/C.E.O.

2. ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ..

Director

Witnesses

Signature	Name, Address and ID No./Passport No.
1. é é é é é é é é é é é .	é é é é é é é é é é é é é é é ..
2. é é é é é é é é é é é .	é é é é é é é é é é é é é é é é

The Common Seal of M/s. é é é é é é é é é é é é é é é (Local Agent) herein.

é é é é é é é é é é é é é é é .
President/Managing Director/C.E.O.

é é é é é é é é é é é é é é é .
Director

Witnesses

Signature	Name, Address and ID No./Passport No.
1. é é é é é é é é é é é .	é é é é é é é é é é é é é é é ..
2. é é é é é é é é é é é .	é é é é é é é é é é é é é é é é

CONDITIONS OF CONTRACT

3.FREE REPLACEMENT /REIMBURSEMENT

3.1 SPC reserves the right to call for Free Replacement/Reimbursement in the event of

3.1.1 Short packing
3.1.2 Loss/damage or deterioration of goods supplied (within shelf-life if applicable)
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/or quality standards to the satisfaction of Medical Supplies Division of Sri Lanka/ State Pharmaceuticals Corporation of Sri Lanka.

3.2 In the event of a quality problem, Batch samples would be tested by SPC its authorized personnel at the NMQAL or SPC Quality Assurance Laboratory or any other Quality Assurance Laboratory nominated by SPC or its fitness for use will be determined by and expert Committee appointed by the relevant authority.

3.3 **Withdrawal from use of Item due to quality failure.**

a) In case of batch withdrawal due to quality failure, the supplier/ manufacturer shall reimburse the value of entire batch quantity supplied.
b) In case of product withdrawal due to quality failure, the supplier/ manufacturer shall reimburse the value of entire product quantity supplied.
c) In the event of either a) or b) above the supplier/ manufacturer shall be surcharged additional 25% of the total value concerned as administrative cost.

Samples from the available batches will be retained by 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 and the Local Agent agreed to reimburse the SPC the landed cost and an additional 25% surcharge of the total quantity supplied.

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 7 working days of receipt of same in writing. Parties however shall endeavours 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 parties at the respective addresses at the beginning hereof written.

The common seal of State Pharmaceuticals Corporation of Sri Lanka was affixed)

heretoé)
é .)
é .)
é .)

Chairman

Managing Director

Witnesses

Signature Name, Address and ID No

1…….. ……

2…… ……..

DC/ns

PROCUREMENT NOTICE - GLOBAL

STATE PHARMACEUTICALS CORPORATION OF SRI LANKA

The Chairman, Departmental Procurement Committee of the State Pharmaceuticals Corporation of Sri Lanka will receive sealed bids for supply of following items to the Ministry of Health.

Bid Number	Closing Date & Time	Item Description	Date of issuing of Bid Documents	Non-refundable Bid Fee (LKR)
DHS/S/WW/70/24	22.08.2023 at 9.00 am	Cardiothoracic (Surgery & Perfusion) Consumable Items	11.07.2023	3,000/- + taxes
DHS/S/WW/71/24	22.08.2023 at 9.00 am	Cardiothoracic (Surgery & Perfusion) Consumable Items	11.07.2023	12,500/- + taxes
DHS/S/WW/72/24	22.08.2023 at 9.00 am	Surgical Dressings & related items (Elasticated Crape Bandage)	11.07.2023	3,000/- + taxes
DHS/S/WW/73/24	22.08.2023 at 9.00 am	Intra Venous Cannula without side port & Debibrillation Gel Pads	11.07.2023	3,000/- + taxes
DHS/S/WW/74/24	22.08.2023 at 9.00 am	Radiology Consumable Items & Interventional Radiology Items	11.07.2023	12,500/- + taxes
DHS/S/WW/75/24	25.08.2023 at 9.00 am	Orthopaedic Consumables	11.07.2023	12,500/- + taxes
DHS/S/WW/76/24	25.08.2023 at 9.00 am	Biopsy Punch, size 3mm	11.07.2023	3,000/- + taxes
DHS/SUS/WW/67/24	21.08.2023 at 9.00 am	Tricuspid Valve Annuloplasty Ring & Band, Merchanical Bileaflet Heart Valve, Bioprosthetic Pericardial Heart Valve, Coronary Tissue Stabilizer, Intra Coronary Shunt, Blower/Mister for blowing away blood off the surgical site, Arterial Embolectomy Catheter, Metral Valve Annuplasty Ring & Band, Femoral Arterial Cannula, Coronary Tissue Stabilizer, Femoral Arterial Cannula, Femoral Venous Return Cannula, Wire Reinforced Two stage Venous Return Cannula, Ventrocular Vent Catheter, Flexible Arterial Cannula, Aortic Root Cannula, Cardioplegia Delivery Set, Intra Aortic Balloon Catheter, Retrograde Aortic Balloon Catheter, Heamoconcentrator set, Hollow Fiber Membrane Oxygenator, Custom Tubing Pack and Extra Sucker Tubes.	11.07.2023	35,000/- + taxes

DHS/SUS/WW/128/22	23.08.2023 at 9.00 am	Power Chain, Ligature Wire (size 010 roll), Light Cure Orthodontic Bonding Material, Orthodontic stainless steel wire, Thermo Insulator Paste for solders and Elastomeric Modules	11.07.2023	12,500/- + taxes
DHS/SUS/WW/78/24	23.08.2023 at 9.00 am	Cochlear Implant with Accessories	11.07.2023	35,000/- + taxes
DHS/SUS/WW/79/24	23.08.2023 at 9.00 am	Vascular Graft Tube (various types)	11.07.2023	20,000/- + taxes
DHS/SUS/WW/80/24	23.08.2023 at 9.00 am	Implants for Revision Knee System & TKR Implant Component for Total Knee Replacement System	11.07.2023	20,000/- + taxes
DHS/SUS/WW/81/24	23.08.2023 at 9.00 am	Intra Venous Cannula without side port, Tubing for Contrast Injection, Inflation Device for PTCA, Y Adapter with Touhy, Three Way Adaptor, Introducer for coronary guidewires, Hemostatis Valves, Torque Device, Coronary Manifold and Angiographic Syringe	11.07.2023	35,000/- + taxes
DHS/SUS/WW/82/24	23.08.2023 at 9.00 am	Coronary Guidewires	11.07.2023	12,500/- + taxes
DHS/SUS/WW/83/24	23.08.2023 at 9.00 am	Instrument set for 4.0mm Cannulated Screw system, LCP 3.5/ 4.5/ 5.0mm Instrument set for Metaphysical fracture, LCP 1.5/ 2.0/ 2.5mm Mini Instrument set for hand surgery, LC-DCP & DCP Basic Instrument set	11.07.2023	20,000/- + taxes
DHS/SUS/WW/84/24	25.08.2023 at 9.00 am	Implants for External Fixator Set	11.07.2023	35,000/- + taxes

Bids should be prepared as per the particulars given in the Bidding Documents available to prospective bidders on working days between 0930 hours to 1500 hours at the **State Pharmaceuticals Corporation of Sri Lanka, Head Office, Administration Department, "Mehewara Piyasa" 16th Floor, No. 41, Kirula Road, Colombo 5.** These could be purchased on cash payment of a non-refundable Bidding document Fee per set as mentioned above. Offers received without enclosing original payment receipt are liable to be rejected.

Wherever necessary potential bidder/bidders should get registered in terms of the Public Contract Act No.3 of 1987 before collecting the Bidding Documents and also should get the contract registered after the tender is awarded. All Bids should be accompanied by a Bid Bond as specified in the Bidding Documents.

Sealed Bids may be sent by post under registered cover or may be personally deposited in the box available for this purpose at Administration Department of the State Pharmaceuticals Corporation at "Mehewara Piyasa" 16th Floor, No. 41, Kirula Road, Colombo 5, Sri Lanka.

Bids will be closed at the Head office of the State Pharmaceuticals Corporation on the dates and time mentioned above and will be opened immediately thereafter. Bidders or their authorized representatives will be permitted to be present at the time of opening of Bids.

Bidding Documents are being sent to Sri Lanka missions abroad and foreign missions in Sri Lanka.

CHAIRMAN- DEPARTMENTAL PROCUREMENT COMMITTEE
STATE PHARMACEUTICALS CORPORATION OF SRI LANKA
"MEHEWARA PIYASA"
16TH FLOOR, NO. 41, KIRULA ROAD,
COLOMBO 5.
SRI LANKA.

TEL : 00 94-11- 2335008
FAX : 00 94-11- 2582495
E-MAIL : dgmsurgical@spc.lk

GENERAL MANAGER- STATE PHARMACEUTICALS CORPORATION
On behalf of
CHAIRMAN- DEPARTMENTAL PROCUREMENT COMMITTEE
STATE PHARMACEUTICALS CORPORATION OF SRI LANKA
"MEHEWARA PIYASA"
16TH FLOOR, NO. 41, KIRULA ROAD,
COLOMBO 5.
SRI LANKA.

PROCUREMENT NOTICE - GLOBAL

MINISTRY PROCUREMENT COMMITTEE, MINISTRY OF HEALTH

The Chairman, Ministry Procurement Committee of the Ministry of Health will receive sealed bids for supply of following item to the Ministry of Health.

Bid Number	Closing Date & Time	Item Description	Date of issuing of Bid Documents	Non-refundable Bid Fee per set- LKR
DHS/M/S/WW/1/24	22.08.2023 at 11.00 am	Blood Lines Set Universal for Haemodialysis	10.07.2023	60,000/- + taxes

Bids should be prepared as per particulars given in the Bidding Documents available to prospective bidders on working days between 0930 hours to 1500 hours from above dates at the State Pharmaceuticals Corporation of Sri Lanka, Head Office, "Mehewara Piyasa", 16th Floor, No. 41, Kirula Road, Colombo 5. These could be purchased on cash payment of a **non-refundable Bidding document Fee per set as mentioned above**. Offers received without enclosing original payment receipt are liable to be rejected.

Wherever necessary potential bidder/bidders should get registered in terms of the Public Contract Act No.3 of 1987 before collecting the Bid Documents and also should get the contract registered after the tender is awarded.

All Bids should be accompanied by a Bid Bond as specified in the Bidding Documents.

Sealed Bids may be sent by post under registered cover or may be personally deposited in the box available for this purpose at Administration Department in 16th floor of the State Pharmaceuticals Corporation of Sri Lanka, Head Office, "Mehewara Piyasa", 16th Floor, No. 41, Kirula Road, Colombo 5, Sri Lanka.

Bids will be closed at the Head office of the State Pharmaceuticals Corporation on the dates and time mentioned above and will be opened immediately thereafter.

Bidders or their authorised representatives will be permitted to be present at the time of opening of Bids.

Bidding Documents are being sent to Sri Lanka missions abroad and foreign missions in Sri Lanka.

CHAIRMAN – MINISTRY PROCUREMENT COMMITTEE
MINISTRY OF HEALTH
C/O STATE PHARMACEUTICALS CORPORATION OF SRI LANKA
"MEHEWARA PIYASA",
16TH FLOOR, NO. 41, KIRULA ROAD,
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TEL/FAX : 00 94-11- 2335008
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GENERAL MANAGER - STATE PHARMACEUTICALS CORPORATION OF SRI LANKA
On behalf of
CHAIRMAN – MINISTRY PROCUREMENT COMMITTEE
MINISTRY OF HEALTH
C/O STATE PHARMACEUTICALS CORPORATION OF SRI LANKA
"MEHEWARA PIYASA", 16TH FLOOR, NO. 41, KIRULA ROAD,
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SRI LANKA.

Note No: EA/288/2023
Ref: EA/GEN/560/Vol.XV

The Ministry of Foreign Affairs of the Democratic Socialist Republic of Sri Lanka presents its compliments to all Diplomatic Missions and Honorary Consulates in Sri Lanka and has the honor to inform that the State Pharmaceuticals Corporation of Sri Lanka has invited bids to Supply Surgical items.

Copies of 17 Procurement Notices and 02 Newspaper Advertisements are enclosed.

The Ministry of Foreign Affairs of the Democratic Socialist Republic of Sri Lanka avails itself of this opportunity to renew to all Diplomatic Missions and Honorary Consulates in Sri Lanka the assurances of its highest consideration.

11 July 2023, Colombo

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Foreign Ministry
Democratic Socialist Republic
of Sri Lanka.

All Diplomatic Missions and Honorary Consulates in Colombo

CC: 1. General Manager / State Pharmaceuticals Corporation of Sri Lanka

2. Mr. W.A.K.P Warna Kumara – Deputy General Manager
(Procurement & Imports –Surgical) State Pharmaceuticals Corporation of Sri Lanka

PROCUREMENT NOTICE - GLOBAL

STATE PHARMACEUTICALS CORPORATION OF SRI LANKA

The Chairman, Departmental Procurement Committee of the State Pharmaceuticals Corporation of Sri Lanka will receive sealed bids for supply of following items to the Ministry of Health.

Bid Number	Closing Date & Time	Item Description	Date of issuing of Bid Documents	Non-refundable Bid Fee (LKR)
DHS/SUS/WW/71/24	28.08.2023 at 9.00 am	Level Sensor Mounting Pad, Activated Clotting Time Cartridge, Activated Clotting Time Tube and ACT + Cuvettes for Accrive Hemochron signature Elite ACT machine	18.07.2023	12,500/- + taxes
DHS/SUS/WW/85/24	28.08.2023 at 9.00 am	Articulating Reloads for Laparoscopic Stapler 60mm (with knife)	18.07.2023	12,500/- + taxes
DHS/SUS/WW/86/24	28.08.2023 at 9.00 am	Implantable Cardiovertor Difibrillator (ICD) Dual Chamber	18.07.2023	35,000/- + taxes
DHS/SUS/WW/87/24	28.08.2023 at 9.00 am	Eight-Shaped Bone Plate (size 12mm & 16mm) and Cannulated Bone Screw (size 25mm & 30mm)	18.07.2023	3,000/- + taxes
DHS/SUS/WW/88/24	28.08.2023 at 9.00 am	Cannulated Screws (various sizes) and Spiked Washer 4mm diameter Titanium	18.07.2023	3,000/- + taxes
DHS/SUS/WW/89/24	28.08.2023 at 9.00 am	Coronary Guiding Catheter and Guidesilla- Guide Extension Catheter	18.07.2023	20,000/- + taxes
DHS/SUS/WW/90/24	28.08.2023 at 9.00 am	Coronary Guide Wire (various sizes)	18.07.2023	20,000/- + taxes
DHS/SUS/WW/91/24	28.08.2023 at 9.00 am	Locking Compression Bone Plate, LCP Locking Head Screw (various sizes)	18.07.2023	12,500/- + taxes
DHS/SUS/WW/92/24	01.09.2023 at 9.00 am	Drug Eluting Coronary Stent (various sizes)	18.07.2023	12,500/- + taxes
DHS/SUS/WW/93/24	01.09.2023 at 9.00 am	Permanent Pacemaker, single chamber, rate responsive SSIR mode	18.07.2023	35,000/- + taxes
DHS/SUS/WW/94/24	01.09.2023 at 9.00 am	Synthetic Casting Material 7.5cm x 3.6m.	18.07.2023	3,000/- + taxes
DHS/SUS/WW/95/24	01.09.2023 at 9.00 am	Linear Cutter Device 75mm/80mm length, 4.8mm height (Green), Sterile and Cartridge for Linear Cutter Device	18.07.2023	12,500/- + taxes
DHS/SUS/WW/96/24	01.09.2023 at 9.00 am	Non Absorbable Surgical Suture (various sizes)	18.07.2023	3,000/- + taxes
DHS/SUS/WW/97/24	01.09.2023 at 9.00 am	Proximal Tibial Locking Plate (various sizes)	18.07.2023	12,500/- + taxes

DHS/SUS/WW/98/24	01.09.2023 at 9.00 am	Absorbable Synthetic Surgical Suture & Non-Absorbable Surgical Suture	18.07.2023	12,500/- + taxes
DHS/SUS/WW/99/24	01.09.2023 at 9.00 am	Transforaminal Lumber Interbody Fusion (TLIF), Cranioplasty Mesh (various sizes) & System including 4-6mm Cervical Interbody cages	18.07.2023	35,000/- + taxes
DHS/S/WW/77/24	29.08.2023 at 9.00 am	Oral & Maxillofacial Surgery Consumables	18.07.2023	12,500/- + taxes
DHS/S/WW/78/24	29.08.2023 at 9.00 am	Oral & Maxillofacial Surgery Consumables	18.07.2023	12,500/- + taxes
DHS/S/WW/79/24	29.08.2023 at 9.00 am	Oral & Maxillofacial Surgery Consumables	18.07.2023	12,500/- + taxes
DHS/S/WW/80/24	29.08.2023 at 9.00 am	Dental Prophy Hand Instruments	18.07.2023	3,000/- + taxes
DHS/S/WW/81/24	29.08.2023 at 9.00 am	Cardio-Thoracic (Perfusion-Surgery) Consumable Items	18.07.2023	3,000/- + taxes
DHS/S/WW/82/24	29.08.2023 at 9.00 am	Plaster of Paris Bandage BP (1998) (various sizes)	18.07.2023	35,000/- + taxes
DHS/S/WW/83/24	29.08.2023 at 9.00 am	Dental Conservation & Prophylactic Materials	18.07.2023	20,000/- + taxes
DHS/S/WW/84/24	29.08.2023 at 9.00 am	Dental Rotary Hand Instruments	18.07.2023	3,000/- + taxes
DHS/S/WW/85/24	29.08.2023 at 9.00 am	Radiology Consumable Items and Interventional Radiology Items	18.07.2023	12,500/- + taxes

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MANAGING DIRECTOR- STATE PHARMACEUTICALS CORPORATION
On behalf of
CHAIRMAN- DEPARTMENTAL PROCUREMENT COMMITTEE
STATE PHARMACEUTICALS CORPORATION OF SRI LANKA
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