



PROCUREMENT NOTICE - GLOBAL

STATE PHARMACEUTICALS CORPORATION OF SRI LANKA

The Chairman, Procurement Committee of the State Pharmaceuticals Corporation of Sri Lanka will receive sealed bids for supply of following items to the Department of Health Services for year 2022.

Bid Number	Closing Date & Time	Item Description	Date of issue of Bidding Documents from	Non-refundable Bid Fee
DHS/P/WW/251/22	13.07.2021 at 9.00 a.m.	9,500 Vials of Liposomal Amphotericin B Injection 50mg for I.V. use	01.06.2021	Rs. 35,000/= + 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 at the Head Office of the State Pharmaceuticals Corporation of Sri Lanka, "Mehewara Piyasa", 16th Floor, No. 41, Kirula Road, Colombo 5. These could be purchased on cash payment of a non-refundable Bid Fee per set as mentioned above. Offers received without enclosing original payment receipt are liable to be rejected.

Wherever applicable 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 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 DEPARTMENTAL PROCUREMENT COMMITTEE
STATE PHARMACEUTICALS CORPORATION OF SRI LANKA
"MEHEWARA PIYASA", 26TH FLOOR
NO. 41, KIRULA ROAD
COLOMBO 5.
SRI LANKA.

FAX : 00 94-11- 2582496
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GENERAL MANAGER
STATE PHARMACEUTICALS CORPORATION OF SRI LANKA
FOR CHAIRMAN DEPARTMENTAL PROCUREMENT COMMITTEE
"MEHEWARA PIYASA", 26TH FLOOR
NO. 41, KIRULA ROAD
COLOMBO 5.

TENDER NO. : DHS/P/WW/251/22
DATE OF ISSUE : 1ST JUNE 2021
CLOSING DATE & TIME : 13TH JULY 2021 AT 09.00 HOURS SRI LANKA TIME

ORDER LIST NO. : 2022/SPC/N/C/P/00024

<u>SR No.</u>	<u>Item Description/ Specification</u>	<u>Quantity</u>	<u>Delivery</u>
00107403	<p>Liposomal form of Amphotericin B 50 mg vial</p> <p>Liposomal form of Amphotericin B 50 mg vial A sterile, pyrogen free, lyophilized powder for dispersion for infusion. Each vial should contain as active ingredient 50 mg (50,000 units) of Amphotericin B intercalated in liposomes. After reconstitution in sterile water for injection, the concentrated solution should contain 4mg/ml of Amphotericine B. Each vial should be packed individually in a carton with a product information leaflet including details on administration and a device for filtration with the mean pore diameter of the filter not less than 1.0 micron. Prequalification The manufacturer should have the following documents 1) Certificate of registration in a. the country of manufacturer b. Sri Lanka c. other countries where the product is registered 2) Evidence of current use in the country of manufacture 3) Evidence of current use in reference countries namely USA, UK and Ireland. Australia, Canada, Germany, Japan, Italy 4) Evidence of WHO pre-qualification is preferable</p> <p>Packing : 10 Vials in a box</p>	9,500 Vials	<p>5,000 Vials – May 2022</p> <p>4,500 Vials – August 2022</p>

Representative Tender samples to be submitted for the evaluation.

The amount of Bid Bond: LKR 2,969,928.00 or USD 14,887.00.

Bid Bond should be submitted with valid up to 08.02.2022 together with the bid

Bid should be valid till 09.01.2022.

Non refundable Bid Fee Rs. 35,000.00 + Taxes should be paid in cash to SPC for each set of Tender Documents.

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

CONDITIONS OF SUPPLY

(a) Part A

1. The consignments supplied in respect of an order concerned, shall exactly match with the reference sample submitted and the product information (item descriptions, shelf life/warranty

where applicable, manufacturer's name, country of manufacture, country of origin, etc.) provided in the bid document by the supplier, which has been accepted by the procurement committee, and included in the Indent / Purchase Order (PO), issued by SPC.

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

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

4. The number of batches per consignment shall be minimal. Batch quantity shall be an equal multiple of the quantity of the consignment and the proportionate size of the batch quantity shall be not less than 15% of the quantity in the consignment.
5. If MSD decides to accept a part or full consignment, with deviations from certain tender conditions (eg: with regard to labeling/packaging etc.) due to an urgency, that shall be done subject to, either rectifying the defect within 05 working days by the supplier, or recovering the total cost [a] of rectifying the defect by MSD (via a duly contracted third party providing such services), from the supplier with a 25% surcharge on the labeling cost. (total charge = $[a] + [a] \times 0.25$) or 2% of the invoiced value, whichever is the highest.

All possible tender deviations such as Packing, labeling, delivery schedule, storage status, payment mode & conditions, etc., shall be communicated and agreed upon before accepting the tender award by the supplier. Noncompliance of same shall be considered as tender violations, to apply penalty (as clause No. 36).

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

Shelf life & Warrantees.

7. Freshly manufactured stocks of the product shall be supplied; thereby the residual Shelf Life (shelf life remaining at the time of delivery of goods at the MSD stores/ Sri Lanka) of the product, shall be 85% of the product shelf life specified in the 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 is 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 $1/6^{\text{th}}$ (one sixth) of the original product shelf life.
 - (b) In the violation of the above tender condition, SPC/MSD reserves the right to accept a reduced quantity, that is usable (as per the consumption rate) up to three months before the expiry of same and will subject to application of a penalty (as clause No. 36).

Standards & Quality

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

9. As per the product registration dossier approved by NMRA, the product information leaflet (PIL) for the Pharmaceutical 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.
10. Withdrawal from use of items due to quality failure found as manufacturer/s fault:
- (a). In case of batch withdrawal, value of entire batch quantity supplied shall be 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 surcharged 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 or shall conform to the information submitted for waiver of registration granted by NMRA in exceptional circumstances.(refer clause No.23)
- 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.
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. (to be selectively applied for Surgical & Lab items, depending on availability of testing methodology & facilities).
- If the sample is found to be substandard, random batch samples will be tested from all the batches/lots in the consignment, and entire expenses on such tests, like value of samples, transport, sampling & testing charges, etc, will be recovered from the supplier.
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. In respect of bulk packs (not applicable for blister/strip packs), 'DHS' mark shall be ;
- (a). embossed or printed in case of tablets
 - (b). printed in case of capsules
- Above condition can be waved off, if the quantity in the purchase order is less than 100,000 tablets/capsules, (any exemptions to this condition, is notified in the relevant MSD order list)

16. Each; innermost pack, vial/ampoule, pre-filled syringe or bottle, shall bear the item Description, SR No, Batch No/Lot no., Reference/Catalogue no.(not for pharmaceuticals), Date of Manufacture, Date of Expiry and 'STATE LOGO' of Government of Sri Lanka.
It is essential to include and exactly match the dates of Expiry (& date of Manufacture (in any form as 'Year & Month' or 'No Exp.'), in the innermost pack and supplier's invoice.
(Applicability of the innermost pack mentioned in this clause shall be adapted as per the pack specified in the specification.)
17. Description of the Item, SR No, Date of Manufacture, Date of Expiry, Batch No, Name and address of manufacturer and 'STATE LOGO' of Sri Lanka Government shall be clearly marked on the outer covering of the individual/innermost pack containing the minimum unit of measure, including blister & strip cards and on the outer cover of the carton/box. Any deviations of the Date of Manufacture (DOM)/ Date of Expiry (DOE) declared in the offer shall be approved by MSD and DOM & DOE shall consist of at least the year & month.
18. 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.
19. 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).
20. 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

21. 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 °C +/- 2 °C temperature and 75% +/-5% relative humidity. The product storage conditions shall be clearly indicated at all levels of labels/packages/boxes.
22. Maintenance of Cold Chain;
- In case of cold storage items, cold chain monitors (temperature recording devices) shall be included for each carton and the cold chain shall be maintained according to the manufacturer's instructions during storage, transport and delivery.
 - Supplier shall use suitable prominently visible identification marks of international standard, with appropriate colours and sizes for easy identification of cold cargo. Supplier shall use standardized USB Devices for temperature data logging inside the packages and shall provide free of charge, data logger readers &/ software (reading apps compatible with Windows-07/latest) to wharf department of SPC in advance, to enable examining the maintenance of cold chain in transit, and before taking over the consignment by MSD.
 - If the cold chain break is observed at the time of taking over the consignments by MSD, such consignments shall be rejected, indicating the reason on the relevant WDN or copy of the delivery documents. In such an event, the SPC shall arrange necessary cold storage for the consignment until 'observed cold chain break' is investigated leading to acceptance / total rejection of consignment and the expenses 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 cold chain maintenance, to arrive in Sri Lanka during Monday to Thursday to avoid additional demurrage & storage charges during weekends, during which MSD stores is closed. In case of non-compliance of this condition, any additional expenses incurred to MSD and SPC, to Custom clear/store/receive such consignments shall be recovered from the supplier.
23. In respect of the products requiring controlled temperature storage (Eg. < 25 °C, 2-25 °C, 15-20 °C /30 °C, 2-8 °C etc.), supplier shall provide MSD with latest product stability study reports with the invoice of the consignment.(report shall include studies; at 30 °C +/- 2 °C & 75% +/- 5% RH for AC stored items and at 25 °C +/- 2 °C & 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

24. 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. 26 on delayed deliveries, shall be applied.

25. 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.

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

- (a). A penalty of 0.5% per day of the consignment value, calculated commencing from the 15th day up to 60th day delay from the due delivery date, as per the indent/PO or its? latest amended delivery schedules.
- (b). When the delay exceeds 60 days purchase order will be considered as automatically cancelled, on defaulted performance. In such a situation, MSD reserve the right to recover liquidated damages or to revoke the cancellation (eg. if payments have been released prior to such a cancellation), and accept the consignment subject to a 25% admin surcharge.

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

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

28. In respect of local manufacturers/ local suppliers, all deliveries shall be made only on week days excluding public holidays, also allowing adequate time to enable the completion of the receiving process at MSD stores before 3.30 p.m.
In the event of failure to meet this deadline due to supplier/s fault (eg. In delivery; time, product, document, etc.) goods shall be accepted on the following working day, such date shall be counted for working out penalties as per No. 26 (regarding defaulted consignment) of the conditions of supply.

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

29. The extension of L/C's overstepping delivery schedules in the Indent/PO/its' amendments, shall not in any way affect the recovery of late delivery charges, as per Condition No. 26 (regarding defaulted consignments) and any other direct or indirect additional costs/liquidated damages, relating/consequent to extension of L/C.
30. When adequate storage space is not available at MSD, to accept a delivery defaulted consignment (deviating from the delivery schedule in the Indent/PO/its' amendments) under the condition No. 26, 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

31. 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.
32. One of the tender samples of the selected bid shall be forwarded to MSD, for using as a reference sample (can make it; a part of the last consignment or a returnable to supplier) for checking the conformity of the consignments received under the indent/PO.(applicable for all surgical items and regular category of laboratory items, when specified in respective order lists).
The artwork of the; specimen labels, minimum pack and outer most box/shipper carton, that satisfies the above mentioned labeling conditions, shall also be provided before signing the contract with the performance bond.
33. 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.
34. 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 clause 26 will not be applicable.

Common conditions

35. In addition to the general conditions of supply given herein, item/order-list specific amendments, exclusions or additions to the same, stated in the covering letter of the order list and any other relevant conditions as per the tender document issued by SPC, are also applicable. The order/item specific; new conditions or amendments to General Order Conditions, will be included in the order list itself and as a remark entry in the MSMIS order records.
36. Administrative surcharge of 25%(on the value of goods), will be applied for tender condition violations that cause deficiencies in supply with respect to; quality, standards & specifications, short packing & short supply or delayed delivery as per the cabinet decision. (eg. As in conditions No. 07,05,09,12)

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

(b) Part B –Special Order Conditions (SOC) of supply

Note : SOC's 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. & S.R. No.s, shall be indicated separately against each clause of SOC, with the counter signature of Director (MSD) to make it effective.

Special Conditions for Bidding :

1. Offers should be accompanied with the valid registration certificate (Notary Certified) issued by the National Medicines Regulatory Authority in Sri Lanka formerly Cosmetic Devices and Drugs Authority.
2. Offered item should bear our SR number.
3. If awarded supplier is unable to adhere to 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.
4. **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.**

Comparison of foreign offer and local offer made on Imports & Supply basis will be compared as follows.

Local offers which are for Import & Supply basis will be divided by a hypothetical value for comparison of offers against C & F value based on the HS Code of the item as determined by SPC.

5. **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 Tenders" of the tender document in this regard.**
6. 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. The volume of the total quantity of each item should be given in cubic meters (m³).
7. 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.

Sufficient quantity of Samples should be forwarded for evaluation

8. The original payment receipt for purchasing the bidding document has to be annexed to the offer. Offers without same will be rejected.
9. Procurement Committee has the authority to decide whether pre-shipment/ pre delivery/post delivery samples to be tested. In such cases the supplier will have to bear the cost of testing samples.
10. The bid submitted should be duly signed and endorsed by the Bidder/ Tenderer himself (with the name and designation of the signatory) or by the representative. Representatives submitting offers on behalf of their principals should submit a letter of authorization and power of attorney (if signing on behalf of the principals) and also should submit documentary proof on their registration as per the Act. No. 03 of 1987 with the Department of the Registrar of Companies – Sri Lanka (where applicable).
11. The successful supplier should agree to dispatch by fax/courier a full set of copy document to SPC at least 3 days prior to arrival of consignment in Sri Lanka to prevent any delay in clearance.

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

12. In the event of an award made to you on this tender, SPC reserves 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.
13. 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 contract act in accordance with the section 10 of the Public Contract Act and produce such valid original certificate of registration with the bid.
14. The recommended storage mentioned on the product label should be maintained at transit also and storage condition should be clearly showed on Bill of Lading/Airway Bill and invoice.
- 15. 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.**
16. All shipments 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 vessel of the Ceylon Shipping Corporation do not call at the Port of shipment or if they are not available for time by shipment of cargo, in which event the supplier should attached a waiver certificate issued by Ceylon Shipping Corporation or their Authorized Agent in the Supplier's Country.
17. SPC reserves the right to reject offers which do not comply with above conditions.

Amendments to the Bidding Documents for procurement of pharmaceuticals for the Department of Health Services of Government of Sri Lanka (Blue Book). (DPC)

Address to be read as "State Pharmaceuticals Corporation of Sri Lanka, "Mehewara Piyasa", 16th Floor, No. 41, Kirula Road, Colombo 5" mentioned in all specified clauses

Terms and Conditions of Bid/Instructions to Bidders

Page No. 6 Condition No. 8 (BONDS/GUARANTEES) to be amended to read as follows:

- 08.1 Bidders should furnish an unconditional Bid Bond as per **Annex III** encashable on first written demand to the value stated against each item in the **Annex 1** of the Bidding Document.
Bid Bond should be submitted together with the Bid or to reach SPC on or before the closing date and time of Bid. Bids submitted without Bid Bonds, will not be considered.
- 08.2 The Bid Bond should be valid for at least 30 days beyond the validity of the Bid. The amount of bid bond and the date until which the bid should be valid is indicated in the Annex I.

Page No. 8 Condition No. 12 FREE REPLACEMENT to be amended to read as follows:

FREE REPLACEMENT/ REIMBURSEMENT

Page No. 8 Condition No. 12.2 under the Para b) 2nd line delete the words 'replaced or'

Page No. 14 Condition No. 20 (REGISTRATION) 20.1 (b) to be amended to read as follows:

- (b) **A Certified copy of the NMRA registration Certificate certified by Attorney-at-Law, Commissioner of Oaths or Justice of Peace should be submitted along with the bid.**

Page No. 16 Condition No. 22 (TESTING OF BATCH SAMPLES) 22.1 to be amended to read as follows:

- 22.1 In the case of distribution to Hospitals/ State Institutions random batch samples and random post-marketing samples of all goods supplied will be tested at the NMQUAL / Quality Assurance & Research Laboratory of the State Pharmaceuticals Corporation and reports on

its suitability issued. The findings of the reports /committee decisions will be final and binding. Goods reported as unsuitable and not conforming to the laid down specifications will be rejected and subsequently destroyed. The suppliers should agree to refund its landed cost plus an additional 25% as an Administrative cost. within 30 days from the date of intimation.

Page No. 23 SPECIMEN OF ANNEX – 1 to be amended to read as follows:

<u>ANNEX – 1</u>			
BID NO./BID REFERENCE : (TENDER NO.)			
DATE OF ISSUE :			
CLOSING DATE & TIME : (SRI LANKAN TIME) :			
<hr/>			
<u>ORDER LIST NO. :</u>			
SR No.	Item Description/Specifications	Quantity	Delivery Schedule
<p>..... Nos of Representative samples for the item to be submitted for the evaluation as tender samples.</p> <p>Amount of Bid Bond : LKR or USD to be submitted along with the Bid</p> <p>Bid Bond valid till (date)</p> <p>Bid validity period : Bid should be valid till (date)</p> <p>Bid Document Fee :</p> <p>(should be paid in cash to SPC for each set of Bid Documents).</p> <p><u>MSD CONDITIONS OF SUPPLY</u></p> <p>1.</p> <p>2.</p>			

Page No. 24 SPECIMEN FORM OF BID (SUPPLIES) ANNEX – IIA Content of the cage to be amended to read as follows:

BID FOR THE SUPPLY OF BID NO./BID REFERENCE

Page No. 26 & 27 SPECIMEN OF **ANNEX – II(B)** to be amended to read as follows:

Heading of 2 nd Column	FULL DESCRIPTION OF ITEM OFFERED, THE STANDARD AND STORAGE TEMPERATURE
Heading of 11 th Column	NMRA REGISTRATION CERTIFICATE NO. & DATE OF EXPIRY

Amendment to Bidding Document under 'Conditions of Contract'

Page No. 39, Condition No. 8 TERMS OF DELIVERY to be amended to read as,

08 TERMS OF DELIVERY

- 8.1 All shipment should be made exclusively on vessels belonging to the Ceylon Shipping Corporation Ltd or those chartered by CSCL. Shipments on other vessels will be permitted in instances where vessel of the Ceylon Shipping Corporation Ltd do not call at the Port of shipment or if they are not available for time by 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.
- 8.2 SPC may nominate Independent Competent Authorities for issue of shipment Inspection Certificate (Certificate of Quality, Quantity and Loading) cost of such certificate should be borne by the supplier.
- 8.3 All items should be shipped to the destination and strictly conform to the delivery dates as per schedule I hereto marked
- 8.4 Delivery of all goods should be within the period of validity of the Letter of Credit, Except in exceptional circumstances no extensions will be granted. Cost of such extension in any would be borne by the supplier.
- 8.5 If the supplier fails to make deliveries within the time specified by the SPC (without prejudice to the other rights of SPC resulting from breach of the contract conditions) May be written notice to the supplier terminate the right of the supplier to proceed with any or all of the remaining part of the contract as provided for in clause 9.1 hereof in addition the SPC reserves the right to purchase from other sources any or all undelivered items and to recover excess costs from the supplier.
- 8.6 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 the grace period shall be considered for acceptance subject to a surcharge to the supplier as stated below ;
 - (a). A surcharge of 0.5% per day of the consignment value, calculated commencing from the 15th day up to 60th day delay from the due delivery date, as per the indent/PO or its' latest amended delivery schedules.
 - (b). When the delay exceeds 60days purchase order will be considered as automatically cancelled, on defaulted performance. In such a situation, MSD reserve the right to recover liquidated damages or to revoke the cancellation (eg. if payments have been released prior to such a cancellation), and accept the consignment subject to a 25% admin surcharge.
- 8.7 In case of local suppliers, requests may be made for supply of goods in more installments than indicated in Annex 1.

Page No. 39 Condition No. 9.2 (Payment) - To be amended to read as follows ;
All payments will be on confirmed irrevocable letter of credit payable at sight/credit.

Please refer Global Bid Document

B: [Global Tender - Bid Document for Pharmaceutical DPC](#)



PROCUREMENT NOTICE - GLOBAL

STATE PHARMACEUTICALS CORPORATION OF SRI LANKA

The Chairman, Procurement Committee of the State Pharmaceuticals Corporation of Sri Lanka will receive sealed bids for supply of following items to the Department of Health Services for year 2022.

Bid Number	Closing Date & Time	Item Description	Date of issue of Bidding Documents from	Non-refundable Bid Fee
DHS/P/WW/285/22	15.07.2021 at 9.00 a.m.	6,000 Vials of Desmopresin acetate Nasal Spray 10mcg, (60m spray)	02.06.2021	Rs. 3,000/= + 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 at the Head Office of the State Pharmaceuticals Corporation of Sri Lanka, "Mehewara Piyasa", 16th Floor, No. 41, Kirula Road, Colombo 5. These could be purchased on cash payment of a non-refundable Bid Fee per set as mentioned above. Offers received without enclosing original payment receipt are liable to be rejected.

Wherever applicable 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 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 DEPARTMENTAL PROCUREMENT COMMITTEE
STATE PHARMACEUTICALS CORPORATION OF SRI LANKA
"MEHEWARA PIYASA", 26TH FLOOR
NO. 41, KIRULA ROAD
COLOMBO 5.
SRI LANKA.

FAX : 00 94-11- 2582496
TELEPHONE : 00 94-11- 2582509
E-MAIL : pharma.manager@spc.lk

GENERAL MANAGER
STATE PHARMACEUTICALS CORPORATION OF SRI LANKA
FOR CHAIRMAN DEPARTMENTAL PROCUREMENT COMMITTEE
"MEHEWARA PIYASA", 26TH FLOOR
NO. 41, KIRULA ROAD
COLOMBO 5.

TENDER NO. : DHS/P/WW/285/22
DATE OF ISSUE : 2ND JUNE 2021
CLOSING DATE & TIME : 15TH JULY 2021 AT 09.00 HOURS SRI LANKA TIME

ORDER LIST NO. : 2022/SPC/N/R/P/00012

<u>SR No.</u>	<u>Item Description/ Specification</u>	<u>Quantity</u>	<u>Delivery</u>
00703302	<p>Desmopressin acetate Nasal spray 10mcg, (60 m spray)</p> <p>Desmopressin acetate Nasal spray 10mcg/metered spray (60 metered sprays) Each vial to contain 60 metered sprays (60 doses) and each metered spray to contain 10mcg of Desmopressin Acetate.</p> <p>Note: 01.The shelf life of the product should be minimum of 24 months.</p> <p>Packing : 10 Vials in a box</p>	6,000 Vials	<p>2,000 Vials – February 2022</p> <p>2,000 Vials – May 2022</p> <p>2,000 Vials – August 2022</p>

Representative Tender samples to be submitted for the evaluation.

The amount of Bid Bond: LKR 95,728.00 or USD 480.00.

Bid Bond should be submitted with valid up to 10.02.2022 together with the bid

Bid should be valid till 11.01.2022.

Non refundable Bid Fee Rs. 3,000.00 + Taxes should be paid in cash to SPC for each set of Tender Documents.

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

CONDITIONS OF SUPPLY

(a) Part A

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

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

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

All possible tender deviations such as Packing, labeling, delivery schedule, storage status, payment mode & conditions, etc., shall be communicated and agreed upon before accepting the tender award by the supplier. Noncompliance of same shall be considered as tender violations, to apply penalty (as clause No. 36).

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

Shelf life & Warrantees.

7. Freshly manufactured stocks of the product shall be supplied; thereby the residual Shelf Life (shelf life remaining at the time of delivery of goods at the MSD stores/ Sri Lanka) of the product, shall be 85% of the product shelf life specified in the 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 is 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, SPC/MSD reserves the right to accept a reduced quantity, that is usable (as per the consumption rate) up to three months before the expiry of same and will subject to application of a penalty (as clause No. 36).

Standards & Quality

8. Standards; In respect of all Pharmaceutical products supplied, shall comply Pharmacopoeial Standards that are indicated in the item specifications, other Pharmacopoeial Standards accepted in the product registration by the National Medicines Regulatory Authority.
9. As per the product registration dossier approved by NMRA, the product information leaflet (PIL) for the Pharmaceutical 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.

10. Withdrawal from use of items due to quality failure found as manufacturer/s fault:

- (a). In case of batch withdrawal, value of entire batch quantity supplied shall be 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 surcharged 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 or shall conform to the information submitted for waiver of registration granted by NMRA in exceptional circumstances. (refer clause No.23)

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.

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. (to be selectively applied for Surgical & Lab items, depending on availability of testing methodology & facilities).

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

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. In respect of bulk packs (not applicable for blister/strip packs), 'DHS' mark shall be ;

- (a). embossed or printed in case of tablets
- (b). printed in case of capsules

Above condition can be waved off, if the quantity in the purchase order is less than 100,000 tablets/capsules, (any exemptions to this condition, is notified in the relevant MSD order list)

16. Each; innermost pack, vial/ampoule, pre-filled syringe or bottle, shall bear the item Description, SR No, Batch No/Lot no., Reference/Catalogue no.(not for pharmaceuticals), Date of Manufacture, Date of Expiry and 'STATE LOGO' of Government of Sri Lanka.

It is essential to include and exactly match the dates of Expiry (& date of Manufacture (in any form as 'Year & Month' or 'No Exp.'), in the innermost pack and supplier's invoice.

(Applicability of the innermost pack mentioned in this clause shall be adapted as per the pack specified in the specification.)

17. Description of the Item, SR No, Date of Manufacture, Date of Expiry, Batch No, Name and address of manufacturer and 'STATE LOGO' of Sri Lanka Government shall be clearly marked on the outer covering of the individual/innermost pack containing the minimum unit of measure, including blister & strip cards and on the outer cover of the carton/box. Any deviations of the Date of Manufacture (DOM)/ Date of Expiry (DOE) declared in the offer shall be approved by MSD and DOM & DOE shall consist of at least the year & month.
18. 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.
19. 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).
20. 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

21. 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 °C +/- 2 °C temperature and 75% +/-5% relative humidity. The product storage conditions shall be clearly indicated at all levels of labels/packages/boxes.
22. Maintenance of Cold Chain;
 - a. In case of cold storage items, cold chain monitors (temperature recording devices) shall be included for each carton and the cold chain shall be maintained according to the manufacturer's instructions during storage, transport and delivery.
 - b. Supplier shall use suitable prominently visible identification marks of international standard, with appropriate colours and sizes for easy identification of cold cargo. Supplier shall use standardized USB Devices for temperature data logging inside the packages and shall provide free of charge, data logger readers &/ software (reading apps compatible with Windows-07/latest) to wharf department of SPC in advance, to enable examining the maintenance of cold chain in transit, and before taking over the consignment by MSD.
 - c. If the cold chain break is observed at the time of taking over the consignments by MSD, such consignments shall be rejected, indicating the reason on the relevant WDN or copy of the delivery documents. In such an event, the SPC shall arrange necessary cold storage for the consignment until 'observed cold chain break' is investigated leading to acceptance / total rejection of consignment and the expenses 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 cold chain maintenance, to arrive in Sri Lanka during Monday to Thursday to avoid additional demurrage & storage charges during weekends, during which MSD stores is closed. In case of non-compliance of this condition, any additional expenses incurred to MSD and SPC, to Custom clear/store/receive such consignments shall be recovered from the supplier.

23. In respect of the products requiring controlled temperature storage (Eg. < 25 °C, 2-25 °C, 15-20 °C /30 °C, 2-8 °C etc.), supplier shall provide MSD with latest product stability study reports with the invoice of the consignment.(report shall include studies; at 30 °C +/- 2 °C & 75% +/- 5% RH for AC stored items and at 25 °C +/- 2 °C & 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

24. 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. 26 on delayed deliveries, shall be applied.

25. 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.
26. Defaulted consignments with respect to delivery schedule shall only be considered for acceptance, subject to a penalty imposed for the delay due to suppliers fault, allowing a grace period up to two weeks. Consignments delivered after that grace period shall be considered for acceptance subject to a penalty to the supplier as described below ;
- (a). A penalty of 0.5% per day of the consignment value, calculated commencing from the 15th day up to 60th day delay from the due delivery date, as per the indent/PO or its? latest amended delivery schedules.
 - (b). When the delay exceeds 60 days purchase order will be considered as automatically cancelled, on defaulted performance. In such a situation, MSD reserve the right to recover liquidated damages or to revoke the cancellation (eg. if payments have been released prior to such a cancellation), and accept the consignment subject to a 25% admin surcharge.
27. (i). If any local purchases were to be made by MSD/SPC to ensure continuity of supply (due to noncompliance of Indent/PO/its' amended; delivery schedule); in the ensuing period inclusive of the grace period for delivery from due delivery date, extra expenditure incurred on such local purchases, over the landed cost of relevant SPC main order, shall be recovered from the supplier.
- (ii). If a delivery defaulted (violating delivery schedule in the indent/PO) SPC supplier/his local agent, who participate in an urgent local purchase tender of SPC or MSD for the same item, quoting the same product or any similar product, is bound to supply the local purchase order at the landed cost of the defaulted SPC main order. In violations of the same, the cost difference will be set off from the payments to the supplier of the corresponding SPC main order.
28. In respect of local manufacturers/ local suppliers, all deliveries shall be made only on week days excluding public holidays, also allowing adequate time to enable the completion of the receiving process at MSD stores before 3.30 p.m.
- In the event of failure to meet this deadline due to supplier/s fault (eg. In delivery; time, product, document, etc.) goods shall be accepted on the following working day, such date shall be counted for working out penalties as per No. 26 (regarding defaulted consignment) of the conditions of supply.

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

29. The extension of L/C's overstepping delivery schedules in the Indent/PO/its' amendments, shall not in any way affect the recovery of late delivery charges, as per Condition No. 26 (regarding defaulted consignments) and any other direct or indirect additional costs/liquidated damages, relating/consequent to extension of L/C.
30. When adequate storage space is not available at MSD, to accept a delivery defaulted consignment (deviating from the delivery schedule in the Indent/PO/its' amendments) under the condition No. 26, 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

31. 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.
32. One of the tender samples of the selected bid shall be forwarded to MSD, for using as a reference sample (can make it; a part of the last consignment or a returnable to supplier) for checking the conformity of the consignments received under the indent/PO.(applicable for all surgical items and regular category of laboratory items, when specified in respective order lists). The artwork of the; specimen labels, minimum pack and outer most box/shipper carton, that satisfies the above mentioned labeling conditions, shall also be provided before signing the contract with the performance bond.
33. 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.
34. 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 clause 26 will not be applicable.

Common conditions

35. In addition to the general conditions of supply given herein, item/order-list specific amendments, exclusions or additions to the same, stated in the covering letter of the order list and any other relevant conditions as per the tender document issued by SPC, are also applicable. The order/item specific; new conditions or amendments to General Order Conditions, will be included in the order list itself and as a remark entry in the MSMIS order records.
36. Administrative surcharge of 25%(on the value of goods), will be applied for tender condition violations that cause deficiencies in supply with respect to; quality, standards & specifications, short packing & short supply or delayed delivery as per the cabinet decision. (eg. As in conditions No. 07,05,09,12)

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

(b) Part B –Special Order Conditions (SOC) of supply

Note : SOC's 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. & S.R. No.s, shall be indicated separately against each clause of SOC, with the counter signature of Director (MSD) to make it effective.

Special Conditions for Bidding :

1. Offers should be accompanied with the valid registration certificate (Notary Certified) issued by the National Medicines Regulatory Authority in Sri Lanka formerly Cosmetic Devices and Drugs Authority.
2. Offered item should bear our SR number.
3. If awarded supplier is unable to adhere to 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.
4. **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.**

Comparison of foreign offer and local offer made on Imports & Supply basis will be compared as follows.

Local offers which are for Import & Supply basis will be divided by a hypothetical value for comparison of offers against C & F value based on the HS Code of the item as determined by SPC.

5. **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 Tenders" of the tender document in this regard.**

6. 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. The volume of the total quantity of each item should be given in cubic meters (m³).
7. 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.

Sufficient quantity of Samples should be forwarded for evaluation

8. The original payment receipt for purchasing the bidding document has to be annexed to the offer. Offers without same will be rejected.
9. Procurement Committee has the authority to decide whether pre-shipment/ pre delivery/post delivery samples to be tested. In such cases the supplier will have to bear the cost of testing samples.
10. The bid submitted should be duly signed and endorsed by the Bidder/ Tenderer himself (with the name and designation of the signatory) or by the representative. Representatives submitting offers on behalf of their principals should submit a letter of authorization and power of attorney (if signing on behalf of the principals) and also should submit documentary proof on their registration as per the Act. No. 03 of 1987 with the Department of the Registrar of Companies – Sri Lanka (where applicable).

11. The successful supplier should agree to dispatch by fax/courier a full set of copy document to SPC at least 3 days prior to arrival of consignment in Sri Lanka to prevent any delay in clearance.

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

12. In the event of an award made to you on this tender, SPC reserves 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.
13. **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 contract act in accordance with the section 10 of the Public Contract Act and produce such valid original certificate of registration with the bid.**
14. The recommended storage mentioned on the product label should be maintained at transit also and storage condition should be clearly showed on Bill of Lading/Airway Bill and invoice.

15. 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.

16. All shipments 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 vessel of the Ceylon Shipping Corporation do not call at the Port of shipment or if they are not available for time by shipment of cargo, in which event the supplier should attached a waiver certificate issued by Ceylon Shipping Corporation or their Authorized Agent in the Supplier's Country.

17. SPC reserves the right to reject offers which do not comply with above conditions.

Amendments to the Bidding Documents for procurement of pharmaceuticals for the Department of Health Services of Government of Sri Lanka (Blue Book). (DPC)

Address to be read as "State Pharmaceuticals Corporation of Sri Lanka, "Mehewara Piyasa", 16th Floor, No. 41, Kirula Road, Colombo 5" mentioned in all specified clauses

Terms and Conditions of Bid/Instructions to Bidders

Page No. 6 Condition No. 8 (BONDS/GUARANTEES) to be amended to read as follows:

- 08.1 Bidders should furnish an unconditional Bid Bond as per **Annex III** encashable on first written demand to the value stated against each item in the **Annex 1** of the Bidding Document.
Bid Bond should be submitted together with the Bid or to reach SPC on or before the closing date and time of Bid. Bids submitted without Bid Bonds, will not be considered.
- 08.2 The Bid Bond should be valid for at least 30 days beyond the validity of the Bid. The amount of bid bond and the date until which the bid should be valid is indicated in the Annex I.

Page No. 8 Condition No. 12 FREE REPLACEMENT to be amended to read as follows:

FREE REPLACEMENT/ REIMBURSEMENT

Page No. 8 Condition No. 12.2 under the Para b) 2nd line delete the words '**replaced or**'

Page No. 14 Condition No. 20 (REGISTRATION) 20.1 (b) to be amended to read as follows:

- (b) **A Certified copy of the NMRA registration Certificate certified by Attorney-at-Law, Commissioner of Oaths or Justice of Peace should be submitted along with the bid.**

Page No. 16 Condition No. 22 (TESTING OF BATCH SAMPLES) 22.1 to be amended to read as follows:

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

<u>ANNEX – 1</u>			
BID NO./BID REFERENCE : (TENDER NO.)			
DATE OF ISSUE :			
CLOSING DATE & TIME : (SRI LANKAN TIME) :			
<hr/>			
<u>ORDER LIST NO. :</u>			
SR No.	Item Description/Specifications	Quantity	Delivery Schedule

..... Nos of Representative samples for the item to be submitted for the evaluation as tender samples.

Amount of Bid Bond : LKR or USD to be submitted along with the Bid

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.

BID FOR THE SUPPLY OF BID NO./BID REFERENCE

Heading of 2 nd Column	FULL DESCRIPTION OF ITEM OFFERED, THE STANDARD AND STORAGE TEMPERATURE
Heading of 11 th Column	NMRA REGISTRATION CERTIFICATE NO. & DATE OF EXPIRY

Amendment to Bidding Document under 'Conditions of Contract'

Page No. 39, Condition No. 8 TERMS OF DELIVERY to be amended to read as,

08 **TERMS OF DELIVERY**

- 8.1 All shipment should be made exclusively on vessels belonging to the Ceylon Shipping Corporation Ltd or those chartered by CSCL. Shipments on other vessels will be permitted in instances where vessel of the Ceylon Shipping Corporation Ltd do not call at the Port of shipment or if they are not available for time by 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.
- 8.2 SPC may nominate Independent Competent Authorities for issue of shipment Inspection Certificate (Certificate of Quality, Quantity and Loading) cost of such certificate should be borne by the supplier.
- 8.3 All items should be shipped to the destination and strictly conform to the delivery dates as per schedule I hereto marked
- 8.4 Delivery of all goods should be within the period of validity of the Letter of Credit, Except in exceptional circumstances no extensions will be granted. Cost of such extension in any would be borne by the supplier.
- 8.5 If the supplier fails to make deliveries within the time specified by the SPC (without prejudice to the other rights of SPC resulting from breach of the contract conditions) May be written notice to the supplier terminate the right of the supplier to proceed with any or all of the remaining part of the contract as provided for in clause 9.1 hereof in addition the SPC reserves the right to purchase from other sources any or all undelivered items and to recover excess costs from the supplier.
- 8.6 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 the grace period shall be considered for acceptance subject to a surcharge to the supplier as stated below ;
 - (a). A surcharge of 0.5% per day of the consignment value, calculated commencing from the 15th day up to 60th day delay from the due delivery date, as per the indent/PO or its' latest amended delivery schedules.
 - (b). When the delay exceeds 60days purchase order will be considered as automatically cancelled, on defaulted performance. In such a situation, MSD reserve the right to recover liquidated damages or to revoke the cancellation (eg. if payments have been released prior to such a cancellation), and accept the consignment subject to a 25% admin surcharge.
- 8.7 In case of local suppliers, requests may be made for supply of goods in more installments than indicated in Annex 1.

Page No. 39 Condition No. 9.2 (Payment) - To be amended to read as follows ;
All payments will be on confirmed irrevocable letter of credit payable at sight/credit.

Please refer Global Bid Document

B: [Global Tender - Bid Document for Pharmaceutical DPC](#)



PROCUREMENT NOTICE - GLOBAL

STATE PHARMACEUTICALS CORPORATION OF SRI LANKA

The Chairman, Procurement Committee of the State Pharmaceuticals Corporation of Sri Lanka will receive sealed bids for supply of following items to the Department of Health Services for year 2022.

Bid Number	Closing Date & Time	Item Description	Date of issue of Bidding Documents from	Non-refundable Bid Fee
DHS/P/WW/284/22	15.07.2021 at 9.00 a.m.	45,000 L of Peracetic Acid	02.06.2021	Rs. 12,500/= + 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 at the Head Office of the State Pharmaceuticals Corporation of Sri Lanka, "Mehewara Piyasa", 16th Floor, No. 41, Kirula Road, Colombo 5. These could be purchased on cash payment of a non-refundable Bid Fee per set as mentioned above. Offers received without enclosing original payment receipt are liable to be rejected.

Wherever applicable 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 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 DEPARTMENTAL PROCUREMENT COMMITTEE
STATE PHARMACEUTICALS CORPORATION OF SRI LANKA
"MEHEWARA PIYASA", 26TH FLOOR
NO. 41, KIRULA ROAD
COLOMBO 5.
SRI LANKA.

FAX : 00 94-11- 2582496
TELEPHONE : 00 94-11- 2582509
E-MAIL : pharma.manager@spc.lk

GENERAL MANAGER
STATE PHARMACEUTICALS CORPORATION OF SRI LANKA
FOR CHAIRMAN DEPARTMENTAL PROCUREMENT COMMITTEE
"MEHEWARA PIYASA", 26TH FLOOR
NO. 41, KIRULA ROAD
COLOMBO 5.

TENDER NO. : DHS/P/WW/284/22
DATE OF ISSUE : 2ND JUNE 2021
CLOSING DATE & TIME : 15TH JULY 2021 AT 09.00 HOURS SRI LANKA TIME

ORDER LIST NO. : 2022/SPC/N/R/P/00065

<u>SR No.</u>	<u>Item Description/ Specification</u>	<u>Quantity</u>	<u>Delivery</u>
01105603	<p>Peracetic Acid</p> <p>Peracetic acid Peracetic acid as a high level disinfectant and a sterilant for endoscopes, air ways, endotracheal tubes and other medical devices in 500g-1000g or 1L-5L, powder or liquid.</p> <ol style="list-style-type: none"> 1. The working solution (in-use solution) used for high level disinfection should be equivalent to peracetic acid 2000ppm 3500ppm (0.2% - 0.35%. 2. The product should be virucidal, bactericidal (including mycobacteria), fungicidal and sporicidal. 3. The efficacy and suitability of the product as a high level disinfectant /sterilant for endoscope/ medical devices reprocessing should have been approved by FDA, European Union, WHO recognized laboratory or a comparable approving authority. 4. The product should be able to achieve high level disinfection within 10-15 minutes in order to minimize turnaround time. 5. The product should be patient and user safe. 6. The product should produce negligible changes in either the appearance or function of processed items, even after repeated cycling. 7. The product should not corrode instrument or cause deterioration of rubber, plastics, metals or other construction materials. 8. The product should be able to monitor minimum effective concentration using a simple procedure such as using a test strips. Adequate test strips within the shelf life of the product, should be provided. 9. The product should have no requirements for special disposal (eg; Requirement for collection or neutralization prior to disposal) <p>Note:</p> <ol style="list-style-type: none"> 1. The manufacturer should clearly indicate the content of peracetic acid of the product and concentration of the finished product. 	45,000 L	<p>15,000 L – February 2022</p> <p>15,000 L – May 2022</p> <p>15,000 L – September 2022</p>

	2. The shelf life of the product should be minimum of 24 months 3. Should have a valid registration from NMRA. 4. The supplier should provide a certificate endorsing good manufacturing practice at the production facility (GMP certification). 5. There should be a leaflet with each container giving relevant information such as chemical composition, instructions for use etc. 6. The strength of the solution should clearly be indicated in the label. Label should have letters of readable size. Packing : One Litre		
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Representative Tender samples to be submitted for the evaluation.

The amount of Bid Bond: LKR 990,000.00 or USD 4,963.00.

Bid Bond should be submitted with valid up to 10.02.2022 together with the bid

Bid should be valid till 11.01.2022.

Non refundable Bid Fee Rs. 12,500.00 + Taxes should be paid in cash to SPC for each set of Tender Documents.

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

CONDITIONS OF SUPPLY

(a) Part A

1. The consignments supplied in respect of an order concerned, shall exactly match with the reference sample submitted and the product information (item descriptions, shelf life/warranty where applicable, manufacturer's name, country of manufacture, country of origin, etc.) provided in the bid document by the supplier, which has been accepted by the procurement committee, and included in the Indent / Purchase Order (PO), issued by SPC.
2. All items shall be supplied, sourcing from the manufacturer and country of manufacturer, stated in the Purchase Order (PO)/Indent of SPC and wherever applicable shall have a valid product registration or waiver of registration from NMRA.
3. Maintaining the validity of the product registration during the period of supply (delivery schedule), obtaining waiver of registration &/ import license / manufacture licensing at NMRA, is a pre-requisite for the supply of surgical, pharmaceutical and relevant laboratory items. Hence all suppliers shall produce relevant valid registration certificates/licenses, when requested by MSD/SPC.
When the validity of the product/manufacturing licenses and registrations of NMRA (eg; manufacturing license, product registration and GMP certificates), of local manufacturers / local suppliers, lapses during the year or during the period of supply (delivery schedule), it shall be extended / renewed by the supplier. A certified copies of afore mentioned valid certificates shall be submitted to MSD by the supplier when deliveries are made.
4. The number of batches per consignment shall be minimal. Batch quantity shall be an equal multiple of the quantity of the consignment and the proportionate size of the batch quantity shall be not less than 15% of the quantity in the consignment.

5. If MSD decides to accept a part or full consignment, with deviations from certain tender conditions (eg: with regard to labeling/packaging etc.) due to an urgency, that shall be done subject to, either rectifying the defect within 05 working days by the supplier, or recovering the total cost [a] of rectifying the defect by MSD (via a duly contracted third party providing such services), from the supplier with a 25% surcharge on the labeling cost. (total charge = $[a] + [a] \times 0.25$) or 2% of the invoiced value, whichever is the highest.

All possible tender deviations such as Packing, labeling, delivery schedule, storage status, payment mode & conditions, etc., shall be communicated and agreed upon before accepting the tender award by the supplier. Noncompliance of same shall be considered as tender violations, to apply penalty (as clause No. 36).

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

Shelf life & Warrantees.

7. Freshly manufactured stocks of the product shall be supplied; thereby the residual Shelf Life (shelf life remaining at the time of delivery of goods at the MSD stores/ Sri Lanka) of the product, shall be 85% of the product shelf life specified in the 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 is 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 $1/6^{\text{th}}$ (one sixth) of the original product shelf life.

(b) In the violation of the above tender condition, SPC/MSD reserves the right to accept a reduced quantity, that is usable (as per the consumption rate) up to three months before the expiry of same and will subject to application of a penalty (as clause No. 36).

Standards & Quality

8. Standards; In respect of all Pharmaceutical products supplied, shall comply Pharmacopoeial Standards that are indicated in the item specifications, other Pharmacopoeial Standards accepted in the product registration by the National Medicines Regulatory Authority.
9. As per the product registration dossier approved by NMRA, the product information leaflet (PIL) for the Pharmaceutical 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.
10. Withdrawal from use of items due to quality failure found as manufacturer/s fault:
 - (a). In case of batch withdrawal, value of entire batch quantity supplied shall be 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 surcharged 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 or shall conform to the information submitted for waiver of registration granted by NMRA in exceptional circumstances. (refer clause No.23)

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.

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. (to be selectively applied for Surgical & Lab items, depending on availability of testing methodology & facilities).

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

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. In respect of bulk packs (not applicable for blister/strip packs), 'DHS' mark shall be ;
 - (a). embossed or printed in case of tablets
 - (b). printed in case of capsulesAbove condition can be waved off, if the quantity in the purchase order is less than 100,000 tablets/capsules, (any exemptions to this condition, is notified in the relevant MSD order list)
16. Each; innermost pack, vial/ampoule, pre-filled syringe or bottle, shall bear the item Description, SR No, Batch No/Lot no., Reference/Catalogue no.(not for pharmaceuticals), Date of Manufacture, Date of Expiry and 'STATE LOGO' of Government of Sri Lanka.

It is essential to include and exactly match the dates of Expiry (& date of Manufacture (in any form as 'Year & Month' or 'No Exp.'), in the innermost pack and supplier's invoice.

(Applicability of the innermost pack mentioned in this clause shall be adapted as per the pack specified in the specification.)
17. Description of the Item, SR No, Date of Manufacture, Date of Expiry, Batch No, Name and address of manufacturer and 'STATE LOGO' of Sri Lanka Government shall be clearly marked on the outer covering of the individual/innermost pack containing the minimum unit of measure, including blister & strip cards and on the outer cover of the carton/box. Any deviations of the Date of Manufacture (DOM)/ Date of Expiry (DOE)declared in the offer shall be approved by MSD and DOM & DOE shall consist of at least the year & month.
18. 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.
19. 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).
20. 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

21. 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 °C +/- 2 °C temperature and 75% +/-5% relative humidity. The product storage conditions shall be clearly indicated at all levels of labels/packages/boxes.
22. Maintenance of Cold Chain;
 - a. In case of cold storage items, cold chain monitors (temperature recording devices) shall be included for each carton and the cold chain shall be maintained according to the manufacturer's instructions during storage, transport and delivery.
 - b. Supplier shall use suitable prominently visible identification marks of international standard, with appropriate colours and sizes for easy identification of cold cargo. Supplier shall use standardized USB Devices for temperature data logging inside the packages and shall provide free of charge, data logger readers &/ software (reading apps compatible with Windows-07/latest) to wharf department of SPC in advance, to enable examining the maintenance of cold chain in transit, and before taking over the consignment by MSD.
 - c. If the cold chain break is observed at the time of taking over the consignments by MSD, such consignments shall be rejected, indicating the reason on the relevant WDN or copy of the delivery documents. In such an event, the SPC shall arrange necessary cold storage for the consignment until 'observed cold chain break' is investigated leading to acceptance / total rejection of consignment and the expenses 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 cold chain maintenance, to arrive in Sri Lanka during Monday to Thursday to avoid additional demurrage & storage charges during weekends, during which MSD stores is closed. In case of non-compliance of this condition, any additional expenses incurred to MSD and SPC, to Custom clear/store/receive such consignments shall be recovered from the supplier.
23. In respect of the products requiring controlled temperature storage (Eg. < 25 °C, 2-25 °C, 15-20 °C /30 °C, 2-8 °C etc.), supplier shall provide MSD with latest product stability study reports with the invoice of the consignment.(report shall include studies; at 30 °C +/- 2 °C & 75% +/- 5% RH for AC stored items and at 25 °C +/- 2 °C & 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

24. 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. 26 on delayed deliveries, shall be applied.

25. 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.
26. Defaulted consignments with respect to delivery schedule shall only be considered for acceptance, subject to a penalty imposed for the delay due to suppliers fault, allowing a grace period up to two weeks. Consignments delivered after that grace period shall be considered for acceptance subject to a penalty to the supplier as described below ;
 - (a). A penalty of 0.5% per day of the consignment value, calculated commencing from the 15th day up to 60th day delay from the due delivery date, as per the indent/PO or its? latest amended delivery schedules.
 - (b). When the delay exceeds 60 days purchase order will be considered as automatically cancelled, on defaulted performance. In such a situation, MSD reserve the right to recover liquidated damages or to revoke the cancellation (eg. if payments have been released prior to such a cancellation), and accept the consignment subject to a 25% admin surcharge.
27. (i). If any local purchases were to be made by MSD/SPC to ensure continuity of supply (due to noncompliance of Indent/PO/its' amended; delivery schedule); in the ensuing period inclusive of the grace period for delivery from due delivery date, extra expenditure incurred on such local purchases, over the landed cost of relevant SPC main order, shall be recovered from the supplier.
 - (ii). If a delivery defaulted (violating delivery schedule in the indent/PO) SPC supplier/his local agent, who participate in an urgent local purchase tender of SPC or MSD for the same item, quoting the same product or any similar product, is bound to supply the local purchase order at the landed cost of the defaulted SPC main order. In violations of the same, the cost difference will be set off from the payments to the supplier of the corresponding SPC main order.
28. In respect of local manufacturers/ local suppliers, all deliveries shall be made only on week days excluding public holidays, also allowing adequate time to enable the completion of the receiving process at MSD stores before 3.30 p.m.
In the event of failure to meet this deadline due to supplier/s fault (eg. In delivery; time, product, document, etc.) goods shall be accepted on the following working day, such date shall be counted for working out penalties as per No. 26 (regarding defaulted consignment) of the conditions of supply.

As an alternative, supplier can request MSD to take over the consignment on the same day, subject to settling all adl. expenses (i.e. staff OT, forklift charge, etc.) of MSD, by the supplier.
29. The extension of L/C's overstepping delivery schedules in the Indent/PO/its' amendments, shall not in any way affect the recovery of late delivery charges, as per Condition No. 26 (regarding defaulted consignments) and any other direct or indirect additional costs/liquidated damages, relating/consequent to extension of L/C.
30. When adequate storage space is not available at MSD, to accept a delivery defaulted consignment (deviating from the delivery schedule in the Indent/PO/its' amendments) under the condition No. 26, 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

31. 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.

32. One of the tender samples of the selected bid shall be forwarded to MSD, for using as a reference sample (can make it; a part of the last consignment or a returnable to supplier) for checking the conformity of the consignments received under the indent/PO.(applicable for all surgical items and regular category of laboratory items, when specified in respective order lists). The artwork of the; specimen labels, minimum pack and outer most box/shipper carton, that satisfies the above mentioned labeling conditions, shall also be provided before signing the contract with the performance bond.
33. 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.
34. 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 clause 26 will not be applicable.

Common conditions

35. In addition to the general conditions of supply given herein, item/order-list specific amendments, exclusions or additions to the same, stated in the covering letter of the order list and any other relevant conditions as per the tender document issued by SPC, are also applicable. The order/item specific; new conditions or amendments to General Order Conditions, will be included in the order list itself and as a remark entry in the MSMIS order records.
36. Administrative surcharge of 25%(on the value of goods), will be applied for tender condition violations that cause deficiencies in supply with respect to; quality, standards & specifications, short packing & short supply or delayed delivery as per the cabinet decision. (eg. As in conditions No. 07,05,09,12)

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

(b) Part B –Special Order Conditions (SOC) of supply

Note : SOC's 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. & S.R. No.s, shall be indicated separately against each clause of SOC, with the counter signature of Director (MSD) to make it effective.

Special Conditions for Bidding :

1. Offers should be accompanied with the valid registration certificate (Notary Certified) issued by the National Medicines Regulatory Authority in Sri Lanka formerly Cosmetic Devices and Drugs Authority.
2. Offered item should bear our SR number.
3. If awarded supplier is unable to adhere to 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.
4. **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.**

Comparison of foreign offer and local offer made on Imports & Supply basis will be compared as follows.

Local offers which are for Import & Supply basis will be divided by a hypothetical value for comparison of offers against C & F value based on the HS Code of the item as determined by SPC.

5. 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 Tenders" of the tender document in this regard.

6. 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. The volume of the total quantity of each item should be given in cubic meters (m³).
7. 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.

Sufficient quantity of Samples should be forwarded for evaluation

8. The original payment receipt for purchasing the bidding document has to be annexed to the offer. Offers without same will be rejected.
9. Procurement Committee has the authority to decide whether pre-shipment/ pre delivery/post delivery samples to be tested. In such cases the supplier will have to bear the cost of testing samples.
10. The bid submitted should be duly signed and endorsed by the Bidder/ Tenderer himself (with the name and designation of the signatory) or by the representative. Representatives submitting offers on behalf of their principals should submit a letter of authorization and power of attorney (if signing on behalf of the principals) and also should submit documentary proof on their registration as per the Act. No. 03 of 1987 with the Department of the Registrar of Companies – Sri Lanka (where applicable).
11. The successful supplier should agree to dispatch by fax/courier a full set of copy document to SPC at least 3 days prior to arrival of consignment in Sri Lanka to prevent any delay in clearance.

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

12. In the event of an award made to you on this tender, SPC reserves 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.
13. **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 contract act in accordance with the section 10 of the Public Contract Act and produce such valid original certificate of registration with the bid.**
14. The recommended storage mentioned on the product label should be maintained at transit also and storage condition should be clearly showed on Bill of Lading/Airway Bill and invoice.

15. 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.

16. All shipments 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 vessel of the Ceylon Shipping Corporation do not call at the Port of shipment or if they are not available for time by shipment of cargo, in which event the supplier should attached a waiver **certificate issued by Ceylon Shipping Corporation or their Authorized Agent in the Supplier's Country.**
17. SPC reserves the right to reject offers which do not comply with above conditions.

Amendments to the Bidding Documents for procurement of pharmaceuticals for the Department of Health Services of Government of Sri Lanka (Blue Book). (DPC)

Address to be read as "State Pharmaceuticals Corporation of Sri Lanka, "Mehewara Piyasa", 16th Floor, No. 41, Kirula Road, Colombo 5" mentioned in all specified clauses

Terms and Conditions of Bid/Instructions to Bidders

Page No. 6 Condition No. 8 (BONDS/GUARANTEES) to be amended to read as follows:

- 08.1 Bidders should furnish an unconditional Bid Bond as per **Annex III** encashable on first written demand to the value stated against each item in the **Annex 1** of the Bidding Document.
Bid Bond should be submitted together with the Bid or to reach SPC on or before the closing date and time of Bid. Bids submitted without Bid Bonds, will not be considered.
- 08.2 The Bid Bond should be valid for at least 30 days beyond the validity of the Bid. The amount of bid bond and the date until which the bid should be valid is indicated in the Annex I.

Page No. 8 Condition No. 12 FREE REPLACEMENT to be amended to read as follows:

FREE REPLACEMENT/ REIMBURSEMENT

Page No. 8 Condition No. 12.2 under the Para b) 2nd line delete the words 'replaced or'

Page No. 14 Condition No. 20 (REGISTRATION) 20.1 (b) to be amended to read as follows:

- (b) **A Certified copy of the NMRA registration Certificate certified by Attorney-at-Law, Commissioner of Oaths or Justice of Peace should be submitted along with the bid.**

Page No. 16 Condition No. 22 (TESTING OF BATCH SAMPLES) 22.1 to be amended to read as follows:

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

Page No. 23 SPECIMEN OF ANNEX – 1 to be amended to read as follows:

**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

..... Nos of Representative samples for the item to be submitted for the evaluation as tender samples.

Amount of Bid Bond : LKR or USD to be submitted along with the Bid

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.

Page No. 24 SPECIMEN FORM OF BID (SUPPLIES) ANNEX – IIA Content of the cage to be amended to read as follows:

<p align="center">BID FOR THE SUPPLY OF BID NO./BID REFERENCE</p>

Page No. 26 & 27 SPECIMEN OF **ANNEX – II(B)** to be amended to read as follows:

Heading of 2 nd Column	FULL DESCRIPTION OF ITEM OFFERED, THE STANDARD AND STORAGE TEMPERATURE
Heading of 11 th Column	NMRA REGISTRATION CERTIFICATE NO. & DATE OF EXPIRY

Amendment to Bidding Document under 'Conditions of Contract'

Page No. 39, Condition No. 8 TERMS OF DELIVERY to be amended to read as,

08 TERMS OF DELIVERY

8.1 All shipment should be made exclusively on vessels belonging to the Ceylon Shipping Corporation Ltd or those chartered by CSCL. Shipments on other vessels will be

permitted in instances where vessel of the Ceylon Shipping Corporation Ltd do not call at the Port of shipment or if they are not available for time by 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.

- 8.2 SPC may nominate Independent Competent Authorities for issue of shipment Inspection Certificate (Certificate of Quality, Quantity and Loading) cost of such certificate should be borne by the supplier.
- 8.3 All items should be shipped to the destination and strictly conform to the delivery dates as per schedule I hereto marked
- 8.4 Delivery of all goods should be within the period of validity of the Letter of Credit, Except in exceptional circumstances no extensions will be granted. Cost of such extension in any would be borne by the supplier.
- 8.5 If the supplier fails to make deliveries within the time specified by the SPC (without prejudice to the other rights of SPC resulting from breach of the contract conditions) May be written notice to the supplier terminate the right of the supplier to proceed with any or all of the remaining part of the contract as provided for in clause 9.1 hereof in addition the SPC reserves the right to purchase from other sources any or all undelivered items and to recover excess costs from the supplier.
- 8.6 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 the grace period shall be considered for acceptance subject to a surcharge to the supplier as stated below ;
 - (a). A surcharge of 0.5% per day of the consignment value, calculated commencing from the 15th day up to 60th day delay from the due delivery date, as per the indent/PO or its' latest amended delivery schedules.
 - (b). When the delay exceeds 60days purchase order will be considered as automatically cancelled, on defaulted performance. In such a situation, MSD reserve the right to recover liquidated damages or to revoke the cancellation (eg. if payments have been released prior to such a cancellation), and accept the consignment subject to a 25% admin surcharge.
- 8.7 In case of local suppliers, requests may be made for supply of goods in more installments than indicated in Annex 1.

Page No. 39 Condition No. 9.2 (Payment) - To be amended to read as follows ;
All payments will be on confirmed irrevocable letter of credit payable at sight/credit.

Please refer Global Bid Document

B: [Global Tender - Bid Document for Pharmaceutical DPC](#)



PROCUREMENT NOTICE - GLOBAL

STATE PHARMACEUTICALS CORPORATION OF SRI LANKA

The Chairman, Procurement Committee of the State Pharmaceuticals Corporation of Sri Lanka will receive sealed bids for supply of following items to the Department of Health Services for year 2022.

Bid Number	Closing Date & Time	Item Description	Date of issue of Bidding Documents from	Non-refundable Bid Fee
DHS/P/WW/283/22	15.07.2021 at 9.00 a.m.	980,000 Vials of Clindamycin Phosphate Injection 300mg/2ml	02.06.2021	Rs. 20,000/= + 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 at the Head Office of the State Pharmaceuticals Corporation of Sri Lanka, "Mehewara Piyasa", 16th Floor, No. 41, Kirula Road, Colombo 5. These could be purchased on cash payment of a non-refundable Bid Fee per set as mentioned above. Offers received without enclosing original payment receipt are liable to be rejected.

Wherever applicable 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 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 DEPARTMENTAL PROCUREMENT COMMITTEE
STATE PHARMACEUTICALS CORPORATION OF SRI LANKA
"MEHEWARA PIYASA", 26TH FLOOR
NO. 41, KIRULA ROAD
COLOMBO 5.
SRI LANKA.

FAX : 00 94-11- 2582496
TELEPHONE : 00 94-11- 2582509
E-MAIL : pharma.manager@spc.lk

GENERAL MANAGER
STATE PHARMACEUTICALS CORPORATION OF SRI LANKA
FOR CHAIRMAN DEPARTMENTAL PROCUREMENT COMMITTEE
"MEHEWARA PIYASA", 26TH FLOOR
NO. 41, KIRULA ROAD
COLOMBO 5.

TENDER NO. : DHS/P/WW/283/22
DATE OF ISSUE : 2ND JUNE 2021
CLOSING DATE & TIME : 15TH JULY 2021 AT 09.00 HOURS SRI LANKA TIME

ORDER LIST NO. : 2022/SPC/N/C/P/00046

<u>SR No.</u>	<u>Item Description/ Specification</u>	<u>Quantity</u>	<u>Delivery</u>
00103203	<p>Clindamycin Phosphate Injection 300mg/ 2ml</p> <p>Clindamycin Injection BP OR Clindamycin Phosphate Injection USP Each 2ml ampoule to contain Clindamycin Phosphate BP/USP equivalent to 300mg of Clindamycin in water for injection BP/USP for intramuscular or intravenous injection.</p> <p>Note: 1. The injection should be stable for a minimum of 2 years when stored at a temperature range of 28'C-32'C 2. Each ampoule should be labelled accordingly.</p> <p>Packing : 10 Vials in a box</p>	980,000 Vials	<p>580,000 Vials – April 2022</p> <p>400,000 Vials – August 2022</p>

Representative Tender samples to be submitted for the evaluation.

The amount of Bid Bond: LKR 1,028,608.00 or USD 5,156.00.

Bid Bond should be submitted with valid up to 10.02.2022 together with the bid

Bid should be valid till 11.01.2022.

Non refundable Bid Fee Rs. 20,000.00 + Taxes should be paid in cash to SPC for each set of Tender Documents.

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

CONDITIONS OF SUPPLY

(a) Part A

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

suppliers shall produce relevant valid registration certificates/licenses, when requested by MSD/SPC.

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

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

All possible tender deviations such as Packing, labeling, delivery schedule, storage status, payment mode & conditions, etc., shall be communicated and agreed upon before accepting the tender award by the supplier. Noncompliance of same shall be considered as tender violations, to apply penalty (as clause No. 36).

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

Shelf life & Warrantees.

7. Freshly manufactured stocks of the product shall be supplied; thereby the residual Shelf Life (shelf life remaining at the time of delivery of goods at the MSD stores/ Sri Lanka) of the product, shall be 85% of the product shelf life specified in the 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 is 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, SPC/MSD reserves the right to accept a reduced quantity, that is usable (as per the consumption rate) up to three months before the expiry of same and will subject to application of a penalty (as clause No. 36).

Standards & Quality

8. Standards; In respect of all Pharmaceutical products supplied, shall comply Pharmacopoeial Standards that are indicated in the item specifications, other Pharmacopoeial Standards accepted in the product registration by the National Medicines Regulatory Authority.
9. As per the product registration dossier approved by NMRA, the product information leaflet (PIL) for the Pharmaceutical 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.

10. Withdrawal from use of items due to quality failure found as manufacturer/s fault:

- (a). In case of batch withdrawal, value of entire batch quantity supplied shall be 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 surcharged 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 or shall conform to the information submitted for waiver of registration granted by NMRA in exceptional circumstances.(refer clause No.23)

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.

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. (to be selectively applied for Surgical & Lab items, depending on availability of testing methodology & facilities).

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

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. In respect of bulk packs (not applicable for blister/strip packs), 'DHS' mark shall be ;

- (a). embossed or printed in case of tablets
- (b). printed in case of capsules

Above condition can be waved off, if the quantity in the purchase order is less than 100,000 tablets/capsules, (any exemptions to this condition, is notified in the relevant MSD order list)

16. Each; innermost pack, vial/ampoule, pre-filled syringe or bottle, shall bear the item Description, SR No, Batch No/Lot no., Reference/Catalogue no.(not for pharmaceuticals), Date of Manufacture, Date of Expiry and 'STATE LOGO' of Government of Sri Lanka.

It is essential to include and exactly match the dates of Expiry (& date of Manufacture (in any form as 'Year & Month' or 'No Exp.'), in the innermost pack and supplier's invoice.

(Applicability of the innermost pack mentioned in this clause shall be adapted as per the pack specified in the specification.)

17. Description of the Item, SR No, Date of Manufacture, Date of Expiry, Batch No, Name and address of manufacturer and 'STATE LOGO' of Sri Lanka Government shall be clearly marked on the outer covering of the individual/innermost pack containing the minimum unit of measure, including blister & strip cards and on the outer cover of the carton/box. Any deviations of the Date of Manufacture (DOM)/ Date of Expiry (DOE) declared in the offer shall be approved by MSD and DOM & DOE shall consist of at least the year & month.
18. 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.
19. 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).
20. 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

21. 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 °C +/- 2 °C temperature and 75% +/-5% relative humidity. The product storage conditions shall be clearly indicated at all levels of labels/packages/boxes.
22. Maintenance of Cold Chain;
 - a. In case of cold storage items, cold chain monitors (temperature recording devices) shall be included for each carton and the cold chain shall be maintained according to the manufacturer's instructions during storage, transport and delivery.
 - b. Supplier shall use suitable prominently visible identification marks of international standard, with appropriate colours and sizes for easy identification of cold cargo. Supplier shall use standardized USB Devices for temperature data logging inside the packages and shall provide free of charge, data logger readers &/ software (reading apps compatible with Windows-07/latest) to wharf department of SPC in advance, to enable examining the maintenance of cold chain in transit, and before taking over the consignment by MSD.
 - c. If the cold chain break is observed at the time of taking over the consignments by MSD, such consignments shall be rejected, indicating the reason on the relevant WDN or copy of the delivery documents. In such an event, the SPC shall arrange necessary cold storage for the consignment until 'observed cold chain break' is investigated leading to acceptance / total rejection of consignment and the expenses 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 cold chain maintenance, to arrive in Sri Lanka during Monday to Thursday to avoid additional demurrage & storage charges during weekends, during which MSD stores is closed. In case of non-compliance of this condition, any additional expenses incurred to MSD and SPC, to Custom clear/store/receive such consignments shall be recovered from the supplier.

23. In respect of the products requiring controlled temperature storage (Eg. < 25 °C, 2-25 °C, 15-20 °C /30 °C, 2-8 °C etc.), supplier shall provide MSD with latest product stability study reports with the invoice of the consignment.(report shall include studies; at 30 °C +/- 2 °C & 75% +/- 5% RH for AC stored items and at 25 °C +/- 2 °C & 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

24. 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. 26 on delayed deliveries, shall be applied.

25. 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.
26. Defaulted consignments with respect to delivery schedule shall only be considered for acceptance, subject to a penalty imposed for the delay due to suppliers fault, allowing a grace period up to two weeks. Consignments delivered after that grace period shall be considered for acceptance subject to a penalty to the supplier as described below ;
- (a). A penalty of 0.5% per day of the consignment value, calculated commencing from the 15th day up to 60th day delay from the due delivery date, as per the indent/PO or its? latest amended delivery schedules.
 - (b). When the delay exceeds 60 days purchase order will be considered as automatically cancelled, on defaulted performance. In such a situation, MSD reserve the right to recover liquidated damages or to revoke the cancellation (eg. if payments have been released prior to such a cancellation), and accept the consignment subject to a 25% admin surcharge.
27. (i). If any local purchases were to be made by MSD/SPC to ensure continuity of supply (due to noncompliance of Indent/PO/its' amended; delivery schedule); in the ensuing period inclusive of the grace period for delivery from due delivery date, extra expenditure incurred on such local purchases, over the landed cost of relevant SPC main order, shall be recovered from the supplier.
- (ii). If a delivery defaulted (violating delivery schedule in the indent/PO) SPC supplier/his local agent, who participate in an urgent local purchase tender of SPC or MSD for the same item, quoting the same product or any similar product, is bound to supply the local purchase order at the landed cost of the defaulted SPC main order. In violations of the same, the cost difference will be set off from the payments to the supplier of the corresponding SPC main order.
28. In respect of local manufacturers/ local suppliers, all deliveries shall be made only on week days excluding public holidays, also allowing adequate time to enable the completion of the receiving process at MSD stores before 3.30 p.m.
- In the event of failure to meet this deadline due to supplier/s fault (eg. In delivery; time, product, document, etc.) goods shall be accepted on the following working day, such date shall be counted for working out penalties as per No. 26 (regarding defaulted consignment) of the conditions of supply.

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

29. The extension of L/C's overstepping delivery schedules in the Indent/PO/its' amendments, shall not in any way affect the recovery of late delivery charges, as per Condition No. 26 (regarding defaulted consignments) and any other direct or indirect additional costs/liquidated damages, relating/consequent to extension of L/C.
30. When adequate storage space is not available at MSD, to accept a delivery defaulted consignment (deviating from the delivery schedule in the Indent/PO/its' amendments) under the condition No. 26, 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

31. 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.
32. One of the tender samples of the selected bid shall be forwarded to MSD, for using as a reference sample (can make it; a part of the last consignment or a returnable to supplier) for checking the conformity of the consignments received under the indent/PO.(applicable for all surgical items and regular category of laboratory items, when specified in respective order lists). The artwork of the; specimen labels, minimum pack and outer most box/shipper carton, that satisfies the above mentioned labeling conditions, shall also be provided before signing the contract with the performance bond.
33. 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.
34. 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 clause 26 will not be applicable.

Common conditions

35. In addition to the general conditions of supply given herein, item/order-list specific amendments, exclusions or additions to the same, stated in the covering letter of the order list and any other relevant conditions as per the tender document issued by SPC, are also applicable. The order/item specific; new conditions or amendments to General Order Conditions, will be included in the order list itself and as a remark entry in the MSMIS order records.
36. Administrative surcharge of 25%(on the value of goods), will be applied for tender condition violations that cause deficiencies in supply with respect to; quality, standards & specifications, short packing & short supply or delayed delivery as per the cabinet decision. (eg. As in conditions No. 07,05,09,12)

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

(b) Part B –Special Order Conditions (SOC) of supply

Note : SOC's 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. & S.R. No.s, shall be indicated separately against each clause of SOC, with the counter signature of Director (MSD) to make it effective.

Special Conditions for Bidding :

1. Offers should be accompanied with the valid registration certificate (Notary Certified) issued by the National Medicines Regulatory Authority in Sri Lanka formerly Cosmetic Devices and Drugs Authority.
2. Offered item should bear our SR number.
3. If awarded supplier is unable to adhere to 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.
4. **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.**

Comparison of foreign offer and local offer made on Imports & Supply basis will be compared as follows.

Local offers which are for Import & Supply basis will be divided by a hypothetical value for comparison of offers against C & F value based on the HS Code of the item as determined by SPC.

5. **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 Tenders" of the tender document in this regard.**

6. 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. The volume of the total quantity of each item should be given in cubic meters (m³).
7. 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.

Sufficient quantity of Samples should be forwarded for evaluation

8. The original payment receipt for purchasing the bidding document has to be annexed to the offer. Offers without same will be rejected.
9. Procurement Committee has the authority to decide whether pre-shipment/ pre delivery/post delivery samples to be tested. In such cases the supplier will have to bear the cost of testing samples.
10. The bid submitted should be duly signed and endorsed by the Bidder/ Tenderer himself (with the name and designation of the signatory) or by the representative. Representatives submitting offers on behalf of their principals should submit a letter of authorization and power of attorney (if signing on behalf of the principals) and also should submit documentary proof on their registration as per the Act. No. 03 of 1987 with the Department of the Registrar of Companies – Sri Lanka (where applicable).

11. The successful supplier should agree to dispatch by fax/courier a full set of copy document to SPC at least 3 days prior to arrival of consignment in Sri Lanka to prevent any delay in clearance.

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

12. In the event of an award made to you on this tender, SPC reserves 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.
13. **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 contract act in accordance with the section 10 of the Public Contract Act and produce such valid original certificate of registration with the bid.**
14. The recommended storage mentioned on the product label should be maintained at transit also and storage condition should be clearly showed on Bill of Lading/Airway Bill and invoice.

15. 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.

16. All shipments 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 vessel of the Ceylon Shipping Corporation do not call at the Port of shipment or if they are not available for time by shipment of cargo, in which event the supplier should attached a waiver certificate issued by Ceylon Shipping Corporation or their Authorized Agent in the Supplier's Country.

17. SPC reserves the right to reject offers which do not comply with above conditions.

Amendments to the Bidding Documents for procurement of pharmaceuticals for the Department of Health Services of Government of Sri Lanka (Blue Book). (DPC)

Address to be read as "State Pharmaceuticals Corporation of Sri Lanka, "Mehewara Piyasa", 16th Floor, No. 41, Kirula Road, Colombo 5" mentioned in all specified clauses

Terms and Conditions of Bid/Instructions to Bidders

Page No. 6 Condition No. 8 (BONDS/GUARANTEES) to be amended to read as follows:

- 08.1 Bidders should furnish an unconditional Bid Bond as per **Annex III** encashable on first written demand to the value stated against each item in the **Annex 1** of the Bidding Document.
Bid Bond should be submitted together with the Bid or to reach SPC on or before the closing date and time of Bid. Bids submitted without Bid Bonds, will not be considered.
- 08.2 The Bid Bond should be valid for at least 30 days beyond the validity of the Bid. The amount of bid bond and the date until which the bid should be valid is indicated in the Annex I.

Page No. 8 Condition No. 12 FREE REPLACEMENT to be amended to read as follows:

FREE REPLACEMENT/ REIMBURSEMENT

Page No. 8 Condition No. 12.2 under the Para b) 2nd line delete the words '**replaced or**'

Page No. 14 Condition No. 20 (REGISTRATION) 20.1 (b) to be amended to read as follows:

- (b) **A Certified copy of the NMRA registration Certificate certified by Attorney-at-Law, Commissioner of Oaths or Justice of Peace should be submitted along with the bid.**

Page No. 16 Condition No. 22 (TESTING OF BATCH SAMPLES) 22.1 to be amended to read as follows:

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

<u>ANNEX – 1</u>			
BID NO./BID REFERENCE : (TENDER NO.)			
DATE OF ISSUE :			
CLOSING DATE & TIME : (SRI LANKAN TIME) :			
<hr/>			
<u>ORDER LIST NO. :</u>			
SR No.	Item Description/Specifications	Quantity	Delivery Schedule

..... Nos of Representative samples for the item to be submitted for the evaluation as tender samples.

Amount of Bid Bond : LKR or USD to be submitted along with the Bid

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.

BID FOR THE SUPPLY OF BID NO./BID REFERENCE

Heading of 2 nd Column	FULL DESCRIPTION OF ITEM OFFERED, THE STANDARD AND STORAGE TEMPERATURE
Heading of 11 th Column	NMRA REGISTRATION CERTIFICATE NO. & DATE OF EXPIRY

Amendment to Bidding Document under 'Conditions of Contract'

Page No. 39, Condition No. 8 TERMS OF DELIVERY to be amended to read as,

08 **TERMS OF DELIVERY**

- 8.1 All shipment should be made exclusively on vessels belonging to the Ceylon Shipping Corporation Ltd or those chartered by CSCL. Shipments on other vessels will be permitted in instances where vessel of the Ceylon Shipping Corporation Ltd do not call at the Port of shipment or if they are not available for time by 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.
- 8.2 SPC may nominate Independent Competent Authorities for issue of shipment Inspection Certificate (Certificate of Quality, Quantity and Loading) cost of such certificate should be borne by the supplier.
- 8.3 All items should be shipped to the destination and strictly conform to the delivery dates as per schedule I hereto marked
- 8.4 Delivery of all goods should be within the period of validity of the Letter of Credit, Except in exceptional circumstances no extensions will be granted. Cost of such extension in any would be borne by the supplier.
- 8.5 If the supplier fails to make deliveries within the time specified by the SPC (without prejudice to the other rights of SPC resulting from breach of the contract conditions) May be written notice to the supplier terminate the right of the supplier to proceed with any or all of the remaining part of the contract as provided for in clause 9.1 hereof in addition the SPC reserves the right to purchase from other sources any or all undelivered items and to recover excess costs from the supplier.
- 8.6 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 the grace period shall be considered for acceptance subject to a surcharge to the supplier as stated below ;
- (a). A surcharge of 0.5% per day of the consignment value, calculated commencing from the 15th day up to 60th day delay from the due delivery date, as per the indent/PO or its' latest amended delivery schedules.
- (b). When the delay exceeds 60days purchase order will be considered as automatically cancelled, on defaulted performance. In such a situation, MSD reserve the right to recover liquidated damages or to revoke the cancellation (eg. if payments have been released prior to such a cancellation), and accept the consignment subject to a 25% admin surcharge.
- 8.7 In case of local suppliers, requests may be made for supply of goods in more installments than indicated in Annex 1.

Page No. 39 Condition No. 9.2 (Payment) - To be amended to read as follows ;
All payments will be on confirmed irrevocable letter of credit payable at sight/credit.

Please refer Global Bid Document

B: [Global Tender - Bid Document for Pharmaceutical DPC](#)



PROCUREMENT NOTICE - GLOBAL

STATE PHARMACEUTICALS CORPORATION OF SRI LANKA

The Chairman, Procurement Committee of the State Pharmaceuticals Corporation of Sri Lanka will receive sealed bids for supply of following items to the Department of Health Services for year 2022.

Bid Number	Closing Date & Time	Item Description	Date of issue of Bidding Documents from	Non-refundable Bid Fee
DHS/P/WW/282/22	15.07.2021 at 9.00 a.m.	56,000 Vials of Amikacin Injection 250mg in 1ml	02.06.2021	Rs. 3,000/= + 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 at the Head Office of the State Pharmaceuticals Corporation of Sri Lanka, "Mehewara Piyasa", 16th Floor, No. 41, Kirula Road, Colombo 5. These could be purchased on cash payment of a non-refundable Bid Fee per set as mentioned above. Offers received without enclosing original payment receipt are liable to be rejected.

Wherever applicable 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 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 DEPARTMENTAL PROCUREMENT COMMITTEE
STATE PHARMACEUTICALS CORPORATION OF SRI LANKA
"MEHEWARA PIYASA", 26TH FLOOR
NO. 41, KIRULA ROAD
COLOMBO 5.
SRI LANKA.

FAX : 00 94-11- 2582496
TELEPHONE : 00 94-11- 2582509
E-MAIL : pharma.manager@spc.lk

GENERAL MANAGER
STATE PHARMACEUTICALS CORPORATION OF SRI LANKA
FOR CHAIRMAN DEPARTMENTAL PROCUREMENT COMMITTEE
"MEHEWARA PIYASA", 26TH FLOOR
NO. 41, KIRULA ROAD
COLOMBO 5.

TENDER NO. : DHS/P/WW/282/22
DATE OF ISSUE : 2ND JUNE 2021
CLOSING DATE & TIME : 15TH JULY 2021 AT 09.00 HOURS SRI LANKA TIME

ORDER LIST NO. : 2022/SPC/N/C/P/00046

<u>SR No.</u>	<u>Item Description/ Specification</u>	<u>Quantity</u>	<u>Delivery</u>
00102601	<p>Amikacin Injection 250mg in 1ml</p> <p>Amikacin Sulphate Injection USP 250mg in 1ml Vial. Each 1ml vial to contain 250mg of Amikacin Sulphate USP in water for injection BP/USP for Intravenous or intramuscular Injection.</p> <p>Note: 1.Should be stable for three years when stored at a temperature range of 28'C-32'C. 2.Each vial should be Labelled accordingly.</p> <p>Packing : 10 Vials in a box</p>	56,000 Vials	<p>36,000 Vials – March 2022</p> <p>20,000 Vials – August 2022</p>

Representative Tender samples to be submitted for the evaluation.

The amount of Bid Bond: LKR 191,028.00 or USD 958.00.

Bid Bond should be submitted with valid up to 10.02.2022 together with the bid

Bid should be valid till 11.01.2022.

Non refundable Bid Fee Rs. 3,000.00 + Taxes should be paid in cash to SPC for each set of Tender Documents.

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

CONDITIONS OF SUPPLY

(a) Part A

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

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

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

All possible tender deviations such as Packing, labeling, delivery schedule, storage status, payment mode & conditions, etc., shall be communicated and agreed upon before accepting the tender award by the supplier. Noncompliance of same shall be considered as tender violations, to apply penalty (as clause No. 36).

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

Shelf life & Warrantees.

7. Freshly manufactured stocks of the product shall be supplied; thereby the residual Shelf Life (shelf life remaining at the time of delivery of goods at the MSD stores/ Sri Lanka) of the product, shall be 85% of the product shelf life specified in the 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 is 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, SPC/MSD reserves the right to accept a reduced quantity, that is usable (as per the consumption rate) up to three months before the expiry of same and will subject to application of a penalty (as clause No. 36).

Standards & Quality

8. Standards; In respect of all Pharmaceutical products supplied, shall comply Pharmacopoeial Standards that are indicated in the item specifications, other Pharmacopoeial Standards accepted in the product registration by the National Medicines Regulatory Authority.
9. As per the product registration dossier approved by NMRA, the product information leaflet (PIL) for the Pharmaceutical 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.

10. Withdrawal from use of items due to quality failure found as manufacturer/s fault:

- (a). In case of batch withdrawal, value of entire batch quantity supplied shall be 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 surcharged 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 or shall conform to the information submitted for waiver of registration granted by NMRA in exceptional circumstances. (refer clause No.23)

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.

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. (to be selectively applied for Surgical & Lab items, depending on availability of testing methodology & facilities).

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

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. In respect of bulk packs (not applicable for blister/strip packs), 'DHS' mark shall be ;

- (a). embossed or printed in case of tablets
- (b). printed in case of capsules

Above condition can be waved off, if the quantity in the purchase order is less than 100,000 tablets/capsules, (any exemptions to this condition, is notified in the relevant MSD order list)

16. Each; innermost pack, vial/ampoule, pre-filled syringe or bottle, shall bear the item Description, SR No, Batch No/Lot no., Reference/Catalogue no.(not for pharmaceuticals), Date of Manufacture, Date of Expiry and 'STATE LOGO' of Government of Sri Lanka.

It is essential to include and exactly match the dates of Expiry (& date of Manufacture (in any form as 'Year & Month' or 'No Exp.'), in the innermost pack and supplier's invoice.

(Applicability of the innermost pack mentioned in this clause shall be adapted as per the pack specified in the specification.)

17. Description of the Item, SR No, Date of Manufacture, Date of Expiry, Batch No, Name and address of manufacturer and 'STATE LOGO' of Sri Lanka Government shall be clearly marked on the outer covering of the individual/innermost pack containing the minimum unit of measure, including blister & strip cards and on the outer cover of the carton/box. Any deviations of the Date of Manufacture (DOM)/ Date of Expiry (DOE) declared in the offer shall be approved by MSD and DOM & DOE shall consist of at least the year & month.
18. 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.
19. 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).
20. 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

21. 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 °C +/- 2 °C temperature and 75% +/-5% relative humidity. The product storage conditions shall be clearly indicated at all levels of labels/packages/boxes.
22. Maintenance of Cold Chain;
 - a. In case of cold storage items, cold chain monitors (temperature recording devices) shall be included for each carton and the cold chain shall be maintained according to the manufacturer's instructions during storage, transport and delivery.
 - b. Supplier shall use suitable prominently visible identification marks of international standard, with appropriate colours and sizes for easy identification of cold cargo. Supplier shall use standardized USB Devices for temperature data logging inside the packages and shall provide free of charge, data logger readers &/ software (reading apps compatible with Windows-07/latest) to wharf department of SPC in advance, to enable examining the maintenance of cold chain in transit, and before taking over the consignment by MSD.
 - c. If the cold chain break is observed at the time of taking over the consignments by MSD, such consignments shall be rejected, indicating the reason on the relevant WDN or copy of the delivery documents. In such an event, the SPC shall arrange necessary cold storage for the consignment until 'observed cold chain break' is investigated leading to acceptance / total rejection of consignment and the expenses 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 cold chain maintenance, to arrive in Sri Lanka during Monday to Thursday to avoid additional demurrage & storage charges during weekends, during which MSD stores is closed. In case of non-compliance of this condition, any additional expenses incurred to MSD and SPC, to Custom clear/store/receive such consignments shall be recovered from the supplier.

23. In respect of the products requiring controlled temperature storage (Eg. < 25 °C, 2-25 °C, 15-20 °C /30 °C, 2-8 °C etc.), supplier shall provide MSD with latest product stability study reports with the invoice of the consignment.(report shall include studies; at 30 °C +/- 2 °C & 75% +/- 5% RH for AC stored items and at 25 °C +/- 2 °C & 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

24. 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. 26 on delayed deliveries, shall be applied.

25. 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.
26. Defaulted consignments with respect to delivery schedule shall only be considered for acceptance, subject to a penalty imposed for the delay due to suppliers fault, allowing a grace period up to two weeks. Consignments delivered after that grace period shall be considered for acceptance subject to a penalty to the supplier as described below ;
- (a). A penalty of 0.5% per day of the consignment value, calculated commencing from the 15th day up to 60th day delay from the due delivery date, as per the indent/PO or its? latest amended delivery schedules.
 - (b). When the delay exceeds 60 days purchase order will be considered as automatically cancelled, on defaulted performance. In such a situation, MSD reserve the right to recover liquidated damages or to revoke the cancellation (eg. if payments have been released prior to such a cancellation), and accept the consignment subject to a 25% admin surcharge.
27. (i). If any local purchases were to be made by MSD/SPC to ensure continuity of supply (due to noncompliance of Indent/PO/its' amended; delivery schedule); in the ensuing period inclusive of the grace period for delivery from due delivery date, extra expenditure incurred on such local purchases, over the landed cost of relevant SPC main order, shall be recovered from the supplier.
- (ii). If a delivery defaulted (violating delivery schedule in the indent/PO) SPC supplier/his local agent, who participate in an urgent local purchase tender of SPC or MSD for the same item, quoting the same product or any similar product, is bound to supply the local purchase order at the landed cost of the defaulted SPC main order. In violations of the same, the cost difference will be set off from the payments to the supplier of the corresponding SPC main order.

28. In respect of local manufacturers/ local suppliers, all deliveries shall be made only on week days excluding public holidays, also allowing adequate time to enable the completion of the receiving process at MSD stores before 3.30 p.m.

In the event of failure to meet this deadline due to supplier/s fault (eg. In delivery; time, product, document, etc.) goods shall be accepted on the following working day, such date shall be counted for working out penalties as per No. 26 (regarding defaulted consignment) of the conditions of supply.

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

29. The extension of L/C's overstepping delivery schedules in the Indent/PO/its' amendments, shall not in any way affect the recovery of late delivery charges, as per Condition No. 26 (regarding defaulted consignments) and any other direct or indirect additional costs/liquidated damages, relating/consequent to extension of L/C.
30. When adequate storage space is not available at MSD, to accept a delivery defaulted consignment (deviating from the delivery schedule in the Indent/PO/its' amendments) under the condition No. 26, 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

31. 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.
32. One of the tender samples of the selected bid shall be forwarded to MSD, for using as a reference sample (can make it; a part of the last consignment or a returnable to supplier) for checking the conformity of the consignments received under the indent/PO.(applicable for all surgical items and regular category of laboratory items, when specified in respective order lists). The artwork of the; specimen labels, minimum pack and outer most box/shipper carton, that satisfies the above mentioned labeling conditions, shall also be provided before signing the contract with the performance bond.
33. 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.
34. 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 clause 26 will not be applicable.

Common conditions

35. In addition to the general conditions of supply given herein, item/order-list specific amendments, exclusions or additions to the same, stated in the covering letter of the order list and any other relevant conditions as per the tender document issued by SPC, are also applicable. The order/item specific; new conditions or amendments to General Order Conditions, will be included in the order list itself and as a remark entry in the MSMIS order records.
36. Administrative surcharge of 25%(on the value of goods), will be applied for tender condition violations that cause deficiencies in supply with respect to; quality, standards & specifications, short packing & short supply or delayed delivery as per the cabinet decision. (eg. As in conditions No. 07,05,09,12)

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

(b) Part B –Special Order Conditions (SOC) of supply

Note : SOC's 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. & S.R. No.s, shall be indicated separately against each clause of SOC, with the counter signature of Director (MSD) to make it effective.

Special Conditions for Bidding :

1. Offers should be accompanied with the valid registration certificate (Notary Certified) issued by the National Medicines Regulatory Authority in Sri Lanka formerly Cosmetic Devices and Drugs Authority.
2. Offered item should bear our SR number.
3. If awarded supplier is unable to adhere to 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.
4. **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.**

Comparison of foreign offer and local offer made on Imports & Supply basis will be compared as follows.

Local offers which are for Import & Supply basis will be divided by a hypothetical value for comparison of offers against C & F value based on the HS Code of the item as determined by SPC.

5. **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 Tenders" of the tender document in this regard.**

6. 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. The volume of the total quantity of each item should be given in cubic meters (m³).
7. 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.

Sufficient quantity of Samples should be forwarded for evaluation

8. The original payment receipt for purchasing the bidding document has to be annexed to the offer. Offers without same will be rejected.
9. Procurement Committee has the authority to decide whether pre-shipment/ pre delivery/post delivery samples to be tested. In such cases the supplier will have to bear the cost of testing samples.
10. The bid submitted should be duly signed and endorsed by the Bidder/ Tenderer himself (with the name and designation of the signatory) or by the representative. Representatives submitting offers on behalf of their principals should submit a letter of authorization and power of attorney (if signing on behalf of the principals) and also should submit documentary proof on their registration as per the Act. No. 03 of 1987 with the Department of the Registrar of Companies – Sri Lanka (where applicable).

11. The successful supplier should agree to dispatch by fax/courier a full set of copy document to SPC at least 3 days prior to arrival of consignment in Sri Lanka to prevent any delay in clearance.

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

12. In the event of an award made to you on this tender, SPC reserves 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.
13. **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 contract act in accordance with the section 10 of the Public Contract Act and produce such valid original certificate of registration with the bid.**
14. The recommended storage mentioned on the product label should be maintained at transit also and storage condition should be clearly showed on Bill of Lading/Airway Bill and invoice.

15. 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.

16. All shipments 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 vessel of the Ceylon Shipping Corporation do not call at the Port of shipment or if they are not available for time by shipment of cargo, in which event the supplier should attached a waiver certificate issued by Ceylon Shipping Corporation or their Authorized Agent in the Supplier's Country.

17. SPC reserves the right to reject offers which do not comply with above conditions.

Amendments to the Bidding Documents for procurement of pharmaceuticals for the Department of Health Services of Government of Sri Lanka (Blue Book). (DPC)

Address to be read as "State Pharmaceuticals Corporation of Sri Lanka, "Mehewara Piyasa", 16th Floor, No. 41, Kirula Road, Colombo 5" mentioned in all specified clauses

Terms and Conditions of Bid/Instructions to Bidders

Page No. 6 Condition No. 8 (BONDS/GUARANTEES) to be amended to read as follows:

- 08.1 Bidders should furnish an unconditional Bid Bond as per **Annex III** encashable on first written demand to the value stated against each item in the **Annex 1** of the Bidding Document.
Bid Bond should be submitted together with the Bid or to reach SPC on or before the closing date and time of Bid. Bids submitted without Bid Bonds, will not be considered.
- 08.2 The Bid Bond should be valid for at least 30 days beyond the validity of the Bid. The amount of bid bond and the date until which the bid should be valid is indicated in the Annex I.

Page No. 8 Condition No. 12 FREE REPLACEMENT to be amended to read as follows:

FREE REPLACEMENT/ REIMBURSEMENT

Page No. 8 Condition No. 12.2 under the Para b) 2nd line delete the words 'replaced or'

Page No. 14 Condition No. 20 (REGISTRATION) 20.1 (b) to be amended to read as follows:

- (b) **A Certified copy of the NMRA registration Certificate certified by Attorney-at-Law, Commissioner of Oaths or Justice of Peace should be submitted along with the bid.**

Page No. 16 Condition No. 22 (TESTING OF BATCH SAMPLES) 22.1 to be amended to read as follows:

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

<u>ANNEX – 1</u>			
BID NO./BID REFERENCE : (TENDER NO.)			
DATE OF ISSUE :			
CLOSING DATE & TIME : (SRI LANKAN TIME) :			
<hr/>			
<u>ORDER LIST NO. :</u>			
SR No.	Item Description/Specifications	Quantity	Delivery Schedule

..... Nos of Representative samples for the item to be submitted for the evaluation as tender samples.

Amount of Bid Bond : LKR or USD to be submitted along with the Bid

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.

BID FOR THE SUPPLY OF BID NO./BID REFERENCE

Heading of 2 nd Column	FULL DESCRIPTION OF ITEM OFFERED, THE STANDARD AND STORAGE TEMPERATURE
Heading of 11 th Column	NMRA REGISTRATION CERTIFICATE NO. & DATE OF EXPIRY

Amendment to Bidding Document under 'Conditions of Contract'

Page No. 39, Condition No. 8 TERMS OF DELIVERY to be amended to read as,

08 **TERMS OF DELIVERY**

- 8.1 All shipment should be made exclusively on vessels belonging to the Ceylon Shipping Corporation Ltd or those chartered by CSCL. Shipments on other vessels will be permitted in instances where vessel of the Ceylon Shipping Corporation Ltd do not call at the Port of shipment or if they are not available for time by 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.
- 8.2 SPC may nominate Independent Competent Authorities for issue of shipment Inspection Certificate (Certificate of Quality, Quantity and Loading) cost of such certificate should be borne by the supplier.
- 8.3 All items should be shipped to the destination and strictly conform to the delivery dates as per schedule I hereto marked
- 8.4 Delivery of all goods should be within the period of validity of the Letter of Credit, Except in exceptional circumstances no extensions will be granted. Cost of such extension in any would be borne by the supplier.
- 8.5 If the supplier fails to make deliveries within the time specified by the SPC (without prejudice to the other rights of SPC resulting from breach of the contract conditions) May be written notice to the supplier terminate the right of the supplier to proceed with any or all of the remaining part of the contract as provided for in clause 9.1 hereof in addition the SPC reserves the right to purchase from other sources any or all undelivered items and to recover excess costs from the supplier.
- 8.6 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 the grace period shall be considered for acceptance subject to a surcharge to the supplier as stated below ;
- (a). A surcharge of 0.5% per day of the consignment value, calculated commencing from the 15th day up to 60th day delay from the due delivery date, as per the indent/PO or its' latest amended delivery schedules.
- (b). When the delay exceeds 60days purchase order will be considered as automatically cancelled, on defaulted performance. In such a situation, MSD reserve the right to recover liquidated damages or to revoke the cancellation (eg. if payments have been released prior to such a cancellation), and accept the consignment subject to a 25% admin surcharge.
- 8.7 In case of local suppliers, requests may be made for supply of goods in more installments than indicated in Annex 1.

Page No. 39 Condition No. 9.2 (Payment) - To be amended to read as follows ;
All payments will be on confirmed irrevocable letter of credit payable at sight/credit.

Please refer Global Bid Document

B: [Global Tender - Bid Document for Pharmaceutical DPC](#)



PROCUREMENT NOTICE - GLOBAL

STATE PHARMACEUTICALS CORPORATION OF SRI LANKA

The Chairman, Procurement Committee of the State Pharmaceuticals Corporation of Sri Lanka will receive sealed bids for supply of following items to the Department of Health Services for year 2022.

Bid Number	Closing Date & Time	Item Description	Date of issue of Bidding Documents from	Non-refundable Bid Fee
DHS/P/WW/281/22	15.07.2021 at 9.00 a.m.	900,000 Capsules of Fluconazole Capsule 50mg	02.06.2021	Rs. 3,000/= + 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 at the Head Office of the State Pharmaceuticals Corporation of Sri Lanka, "Mehewara Piyasa", 16th Floor, No. 41, Kirula Road, Colombo 5. These could be purchased on cash payment of a non-refundable Bid Fee per set as mentioned above. Offers received without enclosing original payment receipt are liable to be rejected.

Wherever applicable 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 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 DEPARTMENTAL PROCUREMENT COMMITTEE
STATE PHARMACEUTICALS CORPORATION OF SRI LANKA
"MEHEWARA PIYASA", 26TH FLOOR
NO. 41, KIRULA ROAD
COLOMBO 5.
SRI LANKA.

FAX : 00 94-11- 2582496
TELEPHONE : 00 94-11- 2582509
E-MAIL : pharma.manager@spc.lk

GENERAL MANAGER
STATE PHARMACEUTICALS CORPORATION OF SRI LANKA
FOR CHAIRMAN DEPARTMENTAL PROCUREMENT COMMITTEE
"MEHEWARA PIYASA", 26TH FLOOR
NO. 41, KIRULA ROAD
COLOMBO 5.

TENDER NO. : DHS/P/WW/281/22
DATE OF ISSUE : 2ND JUNE 2021
CLOSING DATE & TIME : 15TH JULY 2021 AT 09.00 HOURS SRI LANKA TIME

ORDER LIST NO. : 2022/SPC/N/C/P/00046

<u>SR No.</u>	<u>Item Description/ Specification</u>	<u>Quantity</u>	<u>Delivery</u>
00107101	<p>Fluconazole capsule 50mg</p> <p>Fluconazole capsule 50mg Each capsule to contain 50mg of Fluconazole. The Capsule should conform to bio equivalence criterion Of the WHO</p> <p>Note: 01.The shelf life of the product should be minimum of 24 months.</p> <p>Packing : 100 Capsules in a pack</p>	900,000 Capsules	900,000 Capsules – July 2022

Representative Tender samples to be submitted for the evaluation.

The amount of Bid Bond: LKR 81,900.00 or USD 411.00.

Bid Bond should be submitted with valid up to 10.02.2022 together with the bid

Bid should be valid till 11.01.2022.

Non refundable Bid Fee Rs. 3,000.00 + Taxes should be paid in cash to SPC for each set of Tender Documents.

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

CONDITIONS OF SUPPLY

(a) Part A

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

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

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

All possible tender deviations such as Packing, labeling, delivery schedule, storage status, payment mode & conditions, etc., shall be communicated and agreed upon before accepting the tender award by the supplier. Noncompliance of same shall be considered as tender violations, to apply penalty (as clause No. 36).

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

Shelf life & Warrantees.

7. Freshly manufactured stocks of the product shall be supplied; thereby the residual Shelf Life (shelf life remaining at the time of delivery of goods at the MSD stores/ Sri Lanka) of the product, shall be 85% of the product shelf life specified in the 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 is 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, SPC/MSD reserves the right to accept a reduced quantity, that is usable (as per the consumption rate) up to three months before the expiry of same and will subject to application of a penalty (as clause No. 36).

Standards & Quality

8. Standards; In respect of all Pharmaceutical products supplied, shall comply Pharmacopoeial Standards that are indicated in the item specifications, other Pharmacopoeial Standards accepted in the product registration by the National Medicines Regulatory Authority.
9. As per the product registration dossier approved by NMRA, the product information leaflet (PIL) for the Pharmaceutical 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.

10. Withdrawal from use of items due to quality failure found as manufacturer/s fault:

- (a). In case of batch withdrawal, value of entire batch quantity supplied shall be 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 surcharged 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 or shall conform to the information submitted for waiver of registration granted by NMRA in exceptional circumstances. (refer clause No.23)

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.

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. (to be selectively applied for Surgical & Lab items, depending on availability of testing methodology & facilities).

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

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. In respect of bulk packs (not applicable for blister/strip packs), 'DHS' mark shall be ;

- (a). embossed or printed in case of tablets
- (b). printed in case of capsules

Above condition can be waved off, if the quantity in the purchase order is less than 100,000 tablets/capsules, (any exemptions to this condition, is notified in the relevant MSD order list)

16. Each; innermost pack, vial/ampoule, pre-filled syringe or bottle, shall bear the item Description, SR No, Batch No/Lot no., Reference/Catalogue no.(not for pharmaceuticals), Date of Manufacture, Date of Expiry and 'STATE LOGO' of Government of Sri Lanka.

It is essential to include and exactly match the dates of Expiry (& date of Manufacture (in any form as 'Year & Month' or 'No Exp.'), in the innermost pack and supplier's invoice.

(Applicability of the innermost pack mentioned in this clause shall be adapted as per the pack specified in the specification.)

17. Description of the Item, SR No, Date of Manufacture, Date of Expiry, Batch No, Name and address of manufacturer and 'STATE LOGO' of Sri Lanka Government shall be clearly marked on the outer covering of the individual/innermost pack containing the minimum unit of measure, including blister & strip cards and on the outer cover of the carton/box. Any deviations of the Date of Manufacture (DOM)/ Date of Expiry (DOE) declared in the offer shall be approved by MSD and DOM & DOE shall consist of at least the year & month.
18. 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.
19. 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).
20. 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

21. 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 °C +/- 2 °C temperature and 75% +/-5% relative humidity. The product storage conditions shall be clearly indicated at all levels of labels/packages/boxes.
22. Maintenance of Cold Chain;
 - a. In case of cold storage items, cold chain monitors (temperature recording devices) shall be included for each carton and the cold chain shall be maintained according to the manufacturer's instructions during storage, transport and delivery.
 - b. Supplier shall use suitable prominently visible identification marks of international standard, with appropriate colours and sizes for easy identification of cold cargo. Supplier shall use standardized USB Devices for temperature data logging inside the packages and shall provide free of charge, data logger readers &/ software (reading apps compatible with Windows-07/latest) to wharf department of SPC in advance, to enable examining the maintenance of cold chain in transit, and before taking over the consignment by MSD.
 - c. If the cold chain break is observed at the time of taking over the consignments by MSD, such consignments shall be rejected, indicating the reason on the relevant WDN or copy of the delivery documents. In such an event, the SPC shall arrange necessary cold storage for the consignment until 'observed cold chain break' is investigated leading to acceptance / total rejection of consignment and the expenses 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 cold chain maintenance, to arrive in Sri Lanka during Monday to Thursday to avoid additional demurrage & storage charges during weekends, during which MSD stores is closed. In case of non-compliance of this condition, any additional expenses incurred to MSD and SPC, to Custom clear/store/receive such consignments shall be recovered from the supplier.

23. In respect of the products requiring controlled temperature storage (Eg. < 25 °C, 2-25 °C, 15-20 °C /30 °C, 2-8 °C etc.), supplier shall provide MSD with latest product stability study reports with the invoice of the consignment.(report shall include studies; at 30 °C +/- 2 °C & 75% +/- 5% RH for AC stored items and at 25 °C +/- 2 °C & 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

24. 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. 26 on delayed deliveries, shall be applied.

25. 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.
26. Defaulted consignments with respect to delivery schedule shall only be considered for acceptance, subject to a penalty imposed for the delay due to suppliers fault, allowing a grace period up to two weeks. Consignments delivered after that grace period shall be considered for acceptance subject to a penalty to the supplier as described below ;
- (a). A penalty of 0.5% per day of the consignment value, calculated commencing from the 15th day up to 60th day delay from the due delivery date, as per the indent/PO or its? latest amended delivery schedules.
 - (b). When the delay exceeds 60 days purchase order will be considered as automatically cancelled, on defaulted performance. In such a situation, MSD reserve the right to recover liquidated damages or to revoke the cancellation (eg. if payments have been released prior to such a cancellation), and accept the consignment subject to a 25% admin surcharge.
27. (i). If any local purchases were to be made by MSD/SPC to ensure continuity of supply (due to noncompliance of Indent/PO/its' amended; delivery schedule); in the ensuing period inclusive of the grace period for delivery from due delivery date, extra expenditure incurred on such local purchases, over the landed cost of relevant SPC main order, shall be recovered from the supplier.
- (ii). If a delivery defaulted (violating delivery schedule in the indent/PO) SPC supplier/his local agent, who participate in an urgent local purchase tender of SPC or MSD for the same item, quoting the same product or any similar product, is bound to supply the local purchase order at the landed cost of the defaulted SPC main order. In violations of the same, the cost difference will be set off from the payments to the supplier of the corresponding SPC main order.
28. In respect of local manufacturers/ local suppliers, all deliveries shall be made only on week days excluding public holidays, also allowing adequate time to enable the completion of the receiving process at MSD stores before 3.30 p.m.
- In the event of failure to meet this deadline due to supplier/s fault (eg. In delivery; time, product, document, etc.) goods shall be accepted on the following working day, such date shall be counted for working out penalties as per No. 26 (regarding defaulted consignment) of the conditions of supply.

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

29. The extension of L/C's overstepping delivery schedules in the Indent/PO/its' amendments, shall not in any way affect the recovery of late delivery charges, as per Condition No. 26 (regarding defaulted consignments) and any other direct or indirect additional costs/liquidated damages, relating/consequent to extension of L/C.
30. When adequate storage space is not available at MSD, to accept a delivery defaulted consignment (deviating from the delivery schedule in the Indent/PO/its' amendments) under the condition No. 26, 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

31. 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.
32. One of the tender samples of the selected bid shall be forwarded to MSD, for using as a reference sample (can make it; a part of the last consignment or a returnable to supplier) for checking the conformity of the consignments received under the indent/PO.(applicable for all surgical items and regular category of laboratory items, when specified in respective order lists). The artwork of the; specimen labels, minimum pack and outer most box/shipper carton, that satisfies the above mentioned labeling conditions, shall also be provided before signing the contract with the performance bond.
33. 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.
34. 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 clause 26 will not be applicable.

Common conditions

35. In addition to the general conditions of supply given herein, item/order-list specific amendments, exclusions or additions to the same, stated in the covering letter of the order list and any other relevant conditions as per the tender document issued by SPC, are also applicable. The order/item specific; new conditions or amendments to General Order Conditions, will be included in the order list itself and as a remark entry in the MSMIS order records.
36. Administrative surcharge of 25%(on the value of goods), will be applied for tender condition violations that cause deficiencies in supply with respect to; quality, standards & specifications, short packing & short supply or delayed delivery as per the cabinet decision. (eg. As in conditions No. 07,05,09,12)

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

(b) Part B –Special Order Conditions (SOC) of supply

Note : SOC's 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. & S.R. No.s, shall be indicated separately against each clause of SOC, with the counter signature of Director (MSD) to make it effective.

Special Conditions for Bidding :

1. Offers should be accompanied with the valid registration certificate (Notary Certified) issued by the National Medicines Regulatory Authority in Sri Lanka formerly Cosmetic Devices and Drugs Authority.
2. Offered item should bear our SR number.
3. If awarded supplier is unable to adhere to 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.
4. **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.**

Comparison of foreign offer and local offer made on Imports & Supply basis will be compared as follows.

Local offers which are for Import & Supply basis will be divided by a hypothetical value for comparison of offers against C & F value based on the HS Code of the item as determined by SPC.

5. **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 Tenders" of the tender document in this regard.**

6. 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. The volume of the total quantity of each item should be given in cubic meters (m³).
7. 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.

Sufficient quantity of Samples should be forwarded for evaluation

8. The original payment receipt for purchasing the bidding document has to be annexed to the offer. Offers without same will be rejected.
9. Procurement Committee has the authority to decide whether pre-shipment/ pre delivery/post delivery samples to be tested. In such cases the supplier will have to bear the cost of testing samples.
10. The bid submitted should be duly signed and endorsed by the Bidder/ Tenderer himself (with the name and designation of the signatory) or by the representative. Representatives submitting offers on behalf of their principals should submit a letter of authorization and power of attorney (if signing on behalf of the principals) and also should submit documentary proof on their registration as per the Act. No. 03 of 1987 with the Department of the Registrar of Companies – Sri Lanka (where applicable).

11. The successful supplier should agree to dispatch by fax/courier a full set of copy document to SPC at least 3 days prior to arrival of consignment in Sri Lanka to prevent any delay in clearance.

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

12. In the event of an award made to you on this tender, SPC reserves 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.
13. **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 contract act in accordance with the section 10 of the Public Contract Act and produce such valid original certificate of registration with the bid.**
14. The recommended storage mentioned on the product label should be maintained at transit also and storage condition should be clearly showed on Bill of Lading/Airway Bill and invoice.

15. 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.

16. All shipments 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 vessel of the Ceylon Shipping Corporation do not call at the Port of shipment or if they are not available for time by shipment of cargo, in which event the supplier should attached a waiver certificate issued by Ceylon Shipping Corporation or their Authorized Agent in the Supplier's Country.

17. SPC reserves the right to reject offers which do not comply with above conditions.

Amendments to the Bidding Documents for procurement of pharmaceuticals for the Department of Health Services of Government of Sri Lanka (Blue Book). (DPC)

Address to be read as "State Pharmaceuticals Corporation of Sri Lanka, "Mehewara Piyasa", 16th Floor, No. 41, Kirula Road, Colombo 5" mentioned in all specified clauses

Terms and Conditions of Bid/Instructions to Bidders

Page No. 6 Condition No. 8 (BONDS/GUARANTEES) to be amended to read as follows:

- 08.1 Bidders should furnish an unconditional Bid Bond as per **Annex III** encashable on first written demand to the value stated against each item in the **Annex 1** of the Bidding Document.
Bid Bond should be submitted together with the Bid or to reach SPC on or before the closing date and time of Bid. Bids submitted without Bid Bonds, will not be considered.
- 08.2 The Bid Bond should be valid for at least 30 days beyond the validity of the Bid. The amount of bid bond and the date until which the bid should be valid is indicated in the Annex I.

Page No. 8 Condition No. 12 FREE REPLACEMENT to be amended to read as follows:

FREE REPLACEMENT/ REIMBURSEMENT

Page No. 8 Condition No. 12.2 under the Para b) 2nd line delete the words 'replaced or'

Page No. 14 Condition No. 20 (REGISTRATION) 20.1 (b) to be amended to read as follows:

- (b) **A Certified copy of the NMRA registration Certificate certified by Attorney-at-Law, Commissioner of Oaths or Justice of Peace should be submitted along with the bid.**

Page No. 16 Condition No. 22 (TESTING OF BATCH SAMPLES) 22.1 to be amended to read as follows:

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

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

..... Nos of Representative samples for the item to be submitted for the evaluation as tender samples.

Amount of Bid Bond : LKR or USD to be submitted along with the Bid

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

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<p align="center">BID FOR THE SUPPLY OF BID NO./BID REFERENCE</p>

Heading of 2 nd Column	FULL DESCRIPTION OF ITEM OFFERED, THE STANDARD AND STORAGE TEMPERATURE
Heading of 11 th Column	NMRA REGISTRATION CERTIFICATE NO. & DATE OF EXPIRY

Amendment to Bidding Document under 'Conditions of Contract'

Page No. 39, Condition No. 8 TERMS OF DELIVERY to be amended to read as,

08 **TERMS OF DELIVERY**

- 8.1 All shipment should be made exclusively on vessels belonging to the Ceylon Shipping Corporation Ltd or those chartered by CSCL. Shipments on other vessels will be permitted in instances where vessel of the Ceylon Shipping Corporation Ltd do not call at the Port of shipment or if they are not available for time by 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.
- 8.2 SPC may nominate Independent Competent Authorities for issue of shipment Inspection Certificate (Certificate of Quality, Quantity and Loading) cost of such certificate should be borne by the supplier.
- 8.3 All items should be shipped to the destination and strictly conform to the delivery dates as per schedule I hereto marked
- 8.4 Delivery of all goods should be within the period of validity of the Letter of Credit, Except in exceptional circumstances no extensions will be granted. Cost of such extension in any would be borne by the supplier.
- 8.5 If the supplier fails to make deliveries within the time specified by the SPC (without prejudice to the other rights of SPC resulting from breach of the contract conditions) May be written notice to the supplier terminate the right of the supplier to proceed with any or all of the remaining part of the contract as provided for in clause 9.1 hereof in addition the SPC reserves the right to purchase from other sources any or all undelivered items and to recover excess costs from the supplier.
- 8.6 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 the grace period shall be considered for acceptance subject to a surcharge to the supplier as stated below ;
 - (a). A surcharge of 0.5% per day of the consignment value, calculated commencing from the 15th day up to 60th day delay from the due delivery date, as per the indent/PO or its' latest amended delivery schedules.
 - (b). When the delay exceeds 60days purchase order will be considered as automatically cancelled, on defaulted performance. In such a situation, MSD reserve the right to recover liquidated damages or to revoke the cancellation (eg. if payments have been released prior to such a cancellation), and accept the consignment subject to a 25% admin surcharge.
- 8.7 In case of local suppliers, requests may be made for supply of goods in more installments than indicated in Annex 1.

Page No. 39 Condition No. 9.2 (Payment) - To be amended to read as follows ;
All payments will be on confirmed irrevocable letter of credit payable at sight/credit.

Please refer Global Bid Document

B: [Global Tender - Bid Document for Pharmaceutical DPC](#)



PROCUREMENT NOTICE - GLOBAL

STATE PHARMACEUTICALS CORPORATION OF SRI LANKA

The Chairman, Procurement Committee of the State Pharmaceuticals Corporation of Sri Lanka will receive sealed bids for supply of following items to the Department of Health Services for year 2022.

Bid Number	Closing Date & Time	Item Description	Date of issue of Bidding Documents from	Non-refundable Bid Fee
DHS/P/WW/280/22	15.07.2021 at 9.00 a.m.	47,000 Vials of Fluconazole Injection 200mg in 100ml	02.06.2021	Rs. 3,000/= + 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 at the Head Office of the State Pharmaceuticals Corporation of Sri Lanka, "Mehewara Piyasa", 16th Floor, No. 41, Kirula Road, Colombo 5. These could be purchased on cash payment of a non-refundable Bid Fee per set as mentioned above. Offers received without enclosing original payment receipt are liable to be rejected.

Wherever applicable 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 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 DEPARTMENTAL PROCUREMENT COMMITTEE
STATE PHARMACEUTICALS CORPORATION OF SRI LANKA
"MEHEWARA PIYASA", 26TH FLOOR
NO. 41, KIRULA ROAD
COLOMBO 5.
SRI LANKA.

FAX : 00 94-11- 2582496
TELEPHONE : 00 94-11- 2582509
E-MAIL : pharma.manager@spc.lk

GENERAL MANAGER
STATE PHARMACEUTICALS CORPORATION OF SRI LANKA
FOR CHAIRMAN DEPARTMENTAL PROCUREMENT COMMITTEE
"MEHEWARA PIYASA", 26TH FLOOR
NO. 41, KIRULA ROAD
COLOMBO 5.

TENDER NO. : DHS/P/WW/280/22
DATE OF ISSUE : 2ND JUNE 2021
CLOSING DATE & TIME : 15TH JULY 2021 AT 09.00 HOURS SRI LANKA TIME

ORDER LIST NO. : 2022/SPC/N/C/P/00046

<u>SR No.</u>	<u>Item Description/ Specification</u>	<u>Quantity</u>	<u>Delivery</u>
00107102	<p>Fluconazole Injection 200mg in 100ml Vial</p> <p>Fluconazole Injection for I.V. infusion 200mg in 100ml Vial Each 100ml vial to contain 200mg of Fluconazole for intravenous infusion</p> <p>Note. 1.This injection should be stable for minimum of 24 months when stored at a temperature range of 28'C-32'C 2.Each vial should be labelled accordingly.</p> <p>Packing : 10 Vials in a box</p>	47,000 Vials	<p>25,000 Vials – February 2022</p> <p>22,000 Vials – July 2022</p>

Representative Tender samples to be submitted for the evaluation.

The amount of Bid Bond: LKR 63,460.00 or USD 319.00.

Bid Bond should be submitted with valid up to 10.02.2022 together with the bid

Bid should be valid till 11.01.2022.

Non refundable Bid Fee Rs. 3,000.00 + Taxes should be paid in cash to SPC for each set of Tender Documents.

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

CONDITIONS OF SUPPLY

(a) Part A

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

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

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

All possible tender deviations such as Packing, labeling, delivery schedule, storage status, payment mode & conditions, etc., shall be communicated and agreed upon before accepting the tender award by the supplier. Noncompliance of same shall be considered as tender violations, to apply penalty (as clause No. 36).

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

Shelf life & Warrantees.

7. Freshly manufactured stocks of the product shall be supplied; thereby the residual Shelf Life (shelf life remaining at the time of delivery of goods at the MSD stores/ Sri Lanka) of the product, shall be 85% of the product shelf life specified in the 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 is 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, SPC/MSD reserves the right to accept a reduced quantity, that is usable (as per the consumption rate) up to three months before the expiry of same and will subject to application of a penalty (as clause No. 36).

Standards & Quality

8. Standards; In respect of all Pharmaceutical products supplied, shall comply Pharmacopoeial Standards that are indicated in the item specifications, other Pharmacopoeial Standards accepted in the product registration by the National Medicines Regulatory Authority.
9. As per the product registration dossier approved by NMRA, the product information leaflet (PIL) for the Pharmaceutical 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.

10. Withdrawal from use of items due to quality failure found as manufacturer/s fault:

- (a). In case of batch withdrawal, value of entire batch quantity supplied shall be 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 surcharged 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 or shall conform to the information submitted for waiver of registration granted by NMRA in exceptional circumstances. (refer clause No.23)

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.

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. (to be selectively applied for Surgical & Lab items, depending on availability of testing methodology & facilities).

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

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. In respect of bulk packs (not applicable for blister/strip packs), 'DHS' mark shall be ;

- (a). embossed or printed in case of tablets
- (b). printed in case of capsules

Above condition can be waved off, if the quantity in the purchase order is less than 100,000 tablets/capsules, (any exemptions to this condition, is notified in the relevant MSD order list)

16. Each; innermost pack, vial/ampoule, pre-filled syringe or bottle, shall bear the item Description, SR No, Batch No/Lot no., Reference/Catalogue no.(not for pharmaceuticals), Date of Manufacture, Date of Expiry and 'STATE LOGO' of Government of Sri Lanka.

It is essential to include and exactly match the dates of Expiry (& date of Manufacture (in any form as 'Year & Month' or 'No Exp.'), in the innermost pack and supplier's invoice.

(Applicability of the innermost pack mentioned in this clause shall be adapted as per the pack specified in the specification.)

17. Description of the Item, SR No, Date of Manufacture, Date of Expiry, Batch No, Name and address of manufacturer and 'STATE LOGO' of Sri Lanka Government shall be clearly marked on the outer covering of the individual/innermost pack containing the minimum unit of measure, including blister & strip cards and on the outer cover of the carton/box. Any deviations of the Date of Manufacture (DOM)/ Date of Expiry (DOE) declared in the offer shall be approved by MSD and DOM & DOE shall consist of at least the year & month.
18. 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.
19. 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).
20. 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

21. 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 °C +/- 2 °C temperature and 75% +/-5% relative humidity. The product storage conditions shall be clearly indicated at all levels of labels/packages/boxes.
22. Maintenance of Cold Chain;
 - a. In case of cold storage items, cold chain monitors (temperature recording devices) shall be included for each carton and the cold chain shall be maintained according to the manufacturer's instructions during storage, transport and delivery.
 - b. Supplier shall use suitable prominently visible identification marks of international standard, with appropriate colours and sizes for easy identification of cold cargo. Supplier shall use standardized USB Devices for temperature data logging inside the packages and shall provide free of charge, data logger readers &/ software (reading apps compatible with Windows-07/latest) to wharf department of SPC in advance, to enable examining the maintenance of cold chain in transit, and before taking over the consignment by MSD.
 - c. If the cold chain break is observed at the time of taking over the consignments by MSD, such consignments shall be rejected, indicating the reason on the relevant WDN or copy of the delivery documents. In such an event, the SPC shall arrange necessary cold storage for the consignment until 'observed cold chain break' is investigated leading to acceptance / total rejection of consignment and the expenses 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 cold chain maintenance, to arrive in Sri Lanka during Monday to Thursday to avoid additional demurrage & storage charges during weekends, during which MSD stores is closed. In case of non-compliance of this condition, any additional expenses incurred to MSD and SPC, to Custom clear/store/receive such consignments shall be recovered from the supplier.

23. In respect of the products requiring controlled temperature storage (Eg. < 25 °C, 2-25 °C, 15-20 °C /30 °C, 2-8 °C etc.), supplier shall provide MSD with latest product stability study reports with the invoice of the consignment.(report shall include studies; at 30 °C +/- 2 °C & 75% +/- 5% RH for AC stored items and at 25 °C +/- 2 °C & 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

24. 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. 26 on delayed deliveries, shall be applied.

25. 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.
26. Defaulted consignments with respect to delivery schedule shall only be considered for acceptance, subject to a penalty imposed for the delay due to suppliers fault, allowing a grace period up to two weeks. Consignments delivered after that grace period shall be considered for acceptance subject to a penalty to the supplier as described below ;
- (a). A penalty of 0.5% per day of the consignment value, calculated commencing from the 15th day up to 60th day delay from the due delivery date, as per the indent/PO or its? latest amended delivery schedules.
 - (b). When the delay exceeds 60 days purchase order will be considered as automatically cancelled, on defaulted performance. In such a situation, MSD reserve the right to recover liquidated damages or to revoke the cancellation (eg. if payments have been released prior to such a cancellation), and accept the consignment subject to a 25% admin surcharge.
27. (i). If any local purchases were to be made by MSD/SPC to ensure continuity of supply (due to noncompliance of Indent/PO/its' amended; delivery schedule); in the ensuing period inclusive of the grace period for delivery from due delivery date, extra expenditure incurred on such local purchases, over the landed cost of relevant SPC main order, shall be recovered from the supplier.
- (ii). If a delivery defaulted (violating delivery schedule in the indent/PO) SPC supplier/his local agent, who participate in an urgent local purchase tender of SPC or MSD for the same item, quoting the same product or any similar product, is bound to supply the local purchase order at the landed cost of the defaulted SPC main order. In violations of the same, the cost difference will be set off from the payments to the supplier of the corresponding SPC main order.
28. In respect of local manufacturers/ local suppliers, all deliveries shall be made only on week days excluding public holidays, also allowing adequate time to enable the completion of the receiving process at MSD stores before 3.30 p.m.
- In the event of failure to meet this deadline due to supplier/s fault (eg. In delivery; time, product, document, etc.) goods shall be accepted on the following working day, such date shall be counted for working out penalties as per No. 26 (regarding defaulted consignment) of the conditions of supply.

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

29. The extension of L/C's overstepping delivery schedules in the Indent/PO/its' amendments, shall not in any way affect the recovery of late delivery charges, as per Condition No. 26 (regarding defaulted consignments) and any other direct or indirect additional costs/liquidated damages, relating/consequent to extension of L/C.
30. When adequate storage space is not available at MSD, to accept a delivery defaulted consignment (deviating from the delivery schedule in the Indent/PO/its' amendments) under the condition No. 26, 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

31. 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.
32. One of the tender samples of the selected bid shall be forwarded to MSD, for using as a reference sample (can make it; a part of the last consignment or a returnable to supplier) for checking the conformity of the consignments received under the indent/PO.(applicable for all surgical items and regular category of laboratory items, when specified in respective order lists). The artwork of the; specimen labels, minimum pack and outer most box/shipper carton, that satisfies the above mentioned labeling conditions, shall also be provided before signing the contract with the performance bond.
33. 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.
34. 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 clause 26 will not be applicable.

Common conditions

35. In addition to the general conditions of supply given herein, item/order-list specific amendments, exclusions or additions to the same, stated in the covering letter of the order list and any other relevant conditions as per the tender document issued by SPC, are also applicable. The order/item specific; new conditions or amendments to General Order Conditions, will be included in the order list itself and as a remark entry in the MSMIS order records.
36. Administrative surcharge of 25%(on the value of goods), will be applied for tender condition violations that cause deficiencies in supply with respect to; quality, standards & specifications, short packing & short supply or delayed delivery as per the cabinet decision. (eg. As in conditions No. 07,05,09,12)

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

(b) Part B –Special Order Conditions (SOC) of supply

Note : SOC's 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. & S.R. No.s, shall be indicated separately against each clause of SOC, with the counter signature of Director (MSD) to make it effective.

Special Conditions for Bidding :

1. Offers should be accompanied with the valid registration certificate (Notary Certified) issued by the National Medicines Regulatory Authority in Sri Lanka formerly Cosmetic Devices and Drugs Authority.
2. Offered item should bear our SR number.
3. If awarded supplier is unable to adhere to 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.
4. **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.**

Comparison of foreign offer and local offer made on Imports & Supply basis will be compared as follows.

Local offers which are for Import & Supply basis will be divided by a hypothetical value for comparison of offers against C & F value based on the HS Code of the item as determined by SPC.

5. **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 Tenders" of the tender document in this regard.**

6. 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. The volume of the total quantity of each item should be given in cubic meters (m³).
7. 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.

Sufficient quantity of Samples should be forwarded for evaluation

8. The original payment receipt for purchasing the bidding document has to be annexed to the offer. Offers without same will be rejected.
9. Procurement Committee has the authority to decide whether pre-shipment/ pre delivery/post delivery samples to be tested. In such cases the supplier will have to bear the cost of testing samples.
10. The bid submitted should be duly signed and endorsed by the Bidder/ Tenderer himself (with the name and designation of the signatory) or by the representative. Representatives submitting offers on behalf of their principals should submit a letter of authorization and power of attorney (if signing on behalf of the principals) and also should submit documentary proof on their registration as per the Act. No. 03 of 1987 with the Department of the Registrar of Companies – Sri Lanka (where applicable).

11. The successful supplier should agree to dispatch by fax/courier a full set of copy document to SPC at least 3 days prior to arrival of consignment in Sri Lanka to prevent any delay in clearance.

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

12. In the event of an award made to you on this tender, SPC reserves 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.
13. **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 contract act in accordance with the section 10 of the Public Contract Act and produce such valid original certificate of registration with the bid.**
14. The recommended storage mentioned on the product label should be maintained at transit also and storage condition should be clearly showed on Bill of Lading/Airway Bill and invoice.

15. 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.

16. All shipments 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 vessel of the Ceylon Shipping Corporation do not call at the Port of shipment or if they are not available for time by shipment of cargo, in which event the supplier should attached a waiver certificate issued by Ceylon Shipping Corporation or their Authorized Agent in the Supplier's Country.

17. SPC reserves the right to reject offers which do not comply with above conditions.

Amendments to the Bidding Documents for procurement of pharmaceuticals for the Department of Health Services of Government of Sri Lanka (Blue Book). (DPC)

Address to be read as "State Pharmaceuticals Corporation of Sri Lanka, "Mehewara Piyasa", 16th Floor, No. 41, Kirula Road, Colombo 5" mentioned in all specified clauses

Terms and Conditions of Bid/Instructions to Bidders

Page No. 6 Condition No. 8 (BONDS/GUARANTEES) to be amended to read as follows:

- 08.1 Bidders should furnish an unconditional Bid Bond as per **Annex III** encashable on first written demand to the value stated against each item in the **Annex 1** of the Bidding Document.
Bid Bond should be submitted together with the Bid or to reach SPC on or before the closing date and time of Bid. Bids submitted without Bid Bonds, will not be considered.
- 08.2 The Bid Bond should be valid for at least 30 days beyond the validity of the Bid. The amount of bid bond and the date until which the bid should be valid is indicated in the Annex I.

Page No. 8 Condition No. 12 FREE REPLACEMENT to be amended to read as follows:

FREE REPLACEMENT/ REIMBURSEMENT

Page No. 8 Condition No. 12.2 under the Para b) 2nd line delete the words 'replaced or'

Page No. 14 Condition No. 20 (REGISTRATION) 20.1 (b) to be amended to read as follows:

- (b) **A Certified copy of the NMRA registration Certificate certified by Attorney-at-Law, Commissioner of Oaths or Justice of Peace should be submitted along with the bid.**

Page No. 16 Condition No. 22 (TESTING OF BATCH SAMPLES) 22.1 to be amended to read as follows:

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

<u>ANNEX – 1</u>			
BID NO./BID REFERENCE : (TENDER NO.)			
DATE OF ISSUE :			
CLOSING DATE & TIME : (SRI LANKAN TIME) :			
<hr/>			
<u>ORDER LIST NO. :</u>			
SR No.	Item Description/Specifications	Quantity	Delivery Schedule

..... Nos of Representative samples for the item to be submitted for the evaluation as tender samples.

Amount of Bid Bond : LKR or USD to be submitted along with the Bid

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.

BID FOR THE SUPPLY OF
.....
BID NO./BID REFERENCE

Heading of 2 nd Column	FULL DESCRIPTION OF ITEM OFFERED, THE STANDARD AND STORAGE TEMPERATURE
Heading of 11 th Column	NMRA REGISTRATION CERTIFICATE NO. & DATE OF EXPIRY

Amendment to Bidding Document under 'Conditions of Contract'

Page No. 39, Condition No. 8 TERMS OF DELIVERY to be amended to read as,

08 **TERMS OF DELIVERY**

- 8.1 All shipment should be made exclusively on vessels belonging to the Ceylon Shipping Corporation Ltd or those chartered by CSCL. Shipments on other vessels will be permitted in instances where vessel of the Ceylon Shipping Corporation Ltd do not call at the Port of shipment or if they are not available for time by 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.
- 8.2 SPC may nominate Independent Competent Authorities for issue of shipment Inspection Certificate (Certificate of Quality, Quantity and Loading) cost of such certificate should be borne by the supplier.
- 8.3 All items should be shipped to the destination and strictly conform to the delivery dates as per schedule I hereto marked
- 8.4 Delivery of all goods should be within the period of validity of the Letter of Credit, Except in exceptional circumstances no extensions will be granted. Cost of such extension in any would be borne by the supplier.
- 8.5 If the supplier fails to make deliveries within the time specified by the SPC (without prejudice to the other rights of SPC resulting from breach of the contract conditions) May be written notice to the supplier terminate the right of the supplier to proceed with any or all of the remaining part of the contract as provided for in clause 9.1 hereof in addition the SPC reserves the right to purchase from other sources any or all undelivered items and to recover excess costs from the supplier.
- 8.6 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 the grace period shall be considered for acceptance subject to a surcharge to the supplier as stated below ;
 - (a). A surcharge of 0.5% per day of the consignment value, calculated commencing from the 15th day up to 60th day delay from the due delivery date, as per the indent/PO or its' latest amended delivery schedules.
 - (b). When the delay exceeds 60days purchase order will be considered as automatically cancelled, on defaulted performance. In such a situation, MSD reserve the right to recover liquidated damages or to revoke the cancellation (eg. if payments have been released prior to such a cancellation), and accept the consignment subject to a 25% admin surcharge.
- 8.7 In case of local suppliers, requests may be made for supply of goods in more installments than indicated in Annex 1.

Page No. 39 Condition No. 9.2 (Payment) - To be amended to read as follows ;
All payments will be on confirmed irrevocable letter of credit payable at sight/credit.

Please refer Global Bid Document

B: [Global Tender - Bid Document for Pharmaceutical DPC](#)



PROCUREMENT NOTICE - GLOBAL

STATE PHARMACEUTICALS CORPORATION OF SRI LANKA

The Chairman, Procurement Committee of the State Pharmaceuticals Corporation of Sri Lanka will receive sealed bids for supply of following items to the Department of Health Services for year 2022.

Bid Number	Closing Date & Time	Item Description	Date of issue of Bidding Documents from	Non-refundable Bid Fee
DHS/P/WW/279/22	15.07.2021 at 9.00 a.m.	340,000 Capsules of Clindamycin Capsule 150mg	02.06.2021	Rs. 3,000/= + 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 at the Head Office of the State Pharmaceuticals Corporation of Sri Lanka, "Mehewara Piyasa", 16th Floor, No. 41, Kirula Road, Colombo 5. These could be purchased on cash payment of a non-refundable Bid Fee per set as mentioned above. Offers received without enclosing original payment receipt are liable to be rejected.

Wherever applicable 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 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 DEPARTMENTAL PROCUREMENT COMMITTEE
STATE PHARMACEUTICALS CORPORATION OF SRI LANKA
"MEHEWARA PIYASA", 26TH FLOOR
NO. 41, KIRULA ROAD
COLOMBO 5.
SRI LANKA.

FAX : 00 94-11- 2582496
TELEPHONE : 00 94-11- 2582509
E-MAIL : pharma.manager@spc.lk

GENERAL MANAGER
STATE PHARMACEUTICALS CORPORATION OF SRI LANKA
FOR CHAIRMAN DEPARTMENTAL PROCUREMENT COMMITTEE
"MEHEWARA PIYASA", 26TH FLOOR
NO. 41, KIRULA ROAD
COLOMBO 5.

TENDER NO. : DHS/P/WW/279/22
DATE OF ISSUE : 2ND JUNE 2021
CLOSING DATE & TIME : 15TH JULY 2021 AT 09.00 HOURS SRI LANKA TIME

ORDER LIST NO. : 2022/SPC/N/C/P/00046

<u>SR No.</u>	<u>Item Description/ Specification</u>	<u>Quantity</u>	<u>Delivery</u>
00103201	Clindamycin Capsule 150mg Clindamycin Capsules BP,150mg OR Clindamycin Hydrochloride Capsules USP,150mg Each capsule to contain Clindamycin Hydrochloride BP/USP equivalent to 150mg of Clindamycin. Note: 01.Product should conform to bio equivalence criteria Of the WHO 02.The shelf life of the product should be minimum of 24 months. Packing : 10 Capsules in a pack	340,000 Capsules	340,000 Capsules – August 2022

Representative Tender samples to be submitted for the evaluation.

The amount of Bid Bond: LKR 66,436.00 or USD 333.00.

Bid Bond should be submitted with valid up to 10.02.2022 together with the bid

Bid should be valid till 11.01.2022.

Non refundable Bid Fee Rs. 3,000.00 + Taxes should be paid in cash to SPC for each set of Tender Documents.

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

CONDITIONS OF SUPPLY

(a) Part A

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

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

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

All possible tender deviations such as Packing, labeling, delivery schedule, storage status, payment mode & conditions, etc., shall be communicated and agreed upon before accepting the tender award by the supplier. Noncompliance of same shall be considered as tender violations, to apply penalty (as clause No. 36).

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

Shelf life & Warrantees.

7. Freshly manufactured stocks of the product shall be supplied; thereby the residual Shelf Life (shelf life remaining at the time of delivery of goods at the MSD stores/ Sri Lanka) of the product, shall be 85% of the product shelf life specified in the 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 is 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, SPC/MSD reserves the right to accept a reduced quantity, that is usable (as per the consumption rate) up to three months before the expiry of same and will subject to application of a penalty (as clause No. 36).

Standards & Quality

8. Standards; In respect of all Pharmaceutical products supplied, shall comply Pharmacopoeial Standards that are indicated in the item specifications, other Pharmacopoeial Standards accepted in the product registration by the National Medicines Regulatory Authority.
9. As per the product registration dossier approved by NMRA, the product information leaflet (PIL) for the Pharmaceutical 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.

10. Withdrawal from use of items due to quality failure found as manufacturer/s fault:

- (a). In case of batch withdrawal, value of entire batch quantity supplied shall be 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 surcharged 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 or shall conform to the information submitted for waiver of registration granted by NMRA in exceptional circumstances. (refer clause No.23)

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.

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. (to be selectively applied for Surgical & Lab items, depending on availability of testing methodology & facilities).

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

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. In respect of bulk packs (not applicable for blister/strip packs), 'DHS' mark shall be ;

- (a). embossed or printed in case of tablets
- (b). printed in case of capsules

Above condition can be waved off, if the quantity in the purchase order is less than 100,000 tablets/capsules, (any exemptions to this condition, is notified in the relevant MSD order list)

16. Each; innermost pack, vial/ampoule, pre-filled syringe or bottle, shall bear the item Description, SR No, Batch No/Lot no., Reference/Catalogue no.(not for pharmaceuticals), Date of Manufacture, Date of Expiry and 'STATE LOGO' of Government of Sri Lanka.

It is essential to include and exactly match the dates of Expiry (& date of Manufacture (in any form as 'Year & Month' or 'No Exp.'), in the innermost pack and supplier's invoice.

(Applicability of the innermost pack mentioned in this clause shall be adapted as per the pack specified in the specification.)

17. Description of the Item, SR No, Date of Manufacture, Date of Expiry, Batch No, Name and address of manufacturer and 'STATE LOGO' of Sri Lanka Government shall be clearly marked on the outer covering of the individual/innermost pack containing the minimum unit of measure, including blister & strip cards and on the outer cover of the carton/box. Any deviations of the Date of Manufacture (DOM)/ Date of Expiry (DOE) declared in the offer shall be approved by MSD and DOM & DOE shall consist of at least the year & month.
18. 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.
19. 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).
20. 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

21. 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 °C +/- 2 °C temperature and 75% +/-5% relative humidity. The product storage conditions shall be clearly indicated at all levels of labels/packages/boxes.
22. Maintenance of Cold Chain;
 - a. In case of cold storage items, cold chain monitors (temperature recording devices) shall be included for each carton and the cold chain shall be maintained according to the manufacturer's instructions during storage, transport and delivery.
 - b. Supplier shall use suitable prominently visible identification marks of international standard, with appropriate colours and sizes for easy identification of cold cargo. Supplier shall use standardized USB Devices for temperature data logging inside the packages and shall provide free of charge, data logger readers &/ software (reading apps compatible with Windows-07/latest) to wharf department of SPC in advance, to enable examining the maintenance of cold chain in transit, and before taking over the consignment by MSD.
 - c. If the cold chain break is observed at the time of taking over the consignments by MSD, such consignments shall be rejected, indicating the reason on the relevant WDN or copy of the delivery documents. In such an event, the SPC shall arrange necessary cold storage for the consignment until 'observed cold chain break' is investigated leading to acceptance / total rejection of consignment and the expenses 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 cold chain maintenance, to arrive in Sri Lanka during Monday to Thursday to avoid additional demurrage & storage charges during weekends, during which MSD stores is closed. In case of non-compliance of this condition, any additional expenses incurred to MSD and SPC, to Custom clear/store/receive such consignments shall be recovered from the supplier.

23. In respect of the products requiring controlled temperature storage (Eg. < 25 °C, 2-25 °C, 15-20 °C /30 °C, 2-8 °C etc.), supplier shall provide MSD with latest product stability study reports with the invoice of the consignment.(report shall include studies; at 30 °C +/- 2 °C & 75% +/- 5% RH for AC stored items and at 25 °C +/- 2 °C & 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

24. 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. 26 on delayed deliveries, shall be applied.

25. 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.
26. Defaulted consignments with respect to delivery schedule shall only be considered for acceptance, subject to a penalty imposed for the delay due to suppliers fault, allowing a grace period up to two weeks. Consignments delivered after that grace period shall be considered for acceptance subject to a penalty to the supplier as described below ;
- (a). A penalty of 0.5% per day of the consignment value, calculated commencing from the 15th day up to 60th day delay from the due delivery date, as per the indent/PO or its? latest amended delivery schedules.
 - (b). When the delay exceeds 60 days purchase order will be considered as automatically cancelled, on defaulted performance. In such a situation, MSD reserve the right to recover liquidated damages or to revoke the cancellation (eg. if payments have been released prior to such a cancellation), and accept the consignment subject to a 25% admin surcharge.
27. (i). If any local purchases were to be made by MSD/SPC to ensure continuity of supply (due to noncompliance of Indent/PO/its' amended; delivery schedule); in the ensuing period inclusive of the grace period for delivery from due delivery date, extra expenditure incurred on such local purchases, over the landed cost of relevant SPC main order, shall be recovered from the supplier.
- (ii). If a delivery defaulted (violating delivery schedule in the indent/PO) SPC supplier/his local agent, who participate in an urgent local purchase tender of SPC or MSD for the same item, quoting the same product or any similar product, is bound to supply the local purchase order at the landed cost of the defaulted SPC main order. In violations of the same, the cost difference will be set off from the payments to the supplier of the corresponding SPC main order.
28. In respect of local manufacturers/ local suppliers, all deliveries shall be made only on week days excluding public holidays, also allowing adequate time to enable the completion of the receiving process at MSD stores before 3.30 p.m.
- In the event of failure to meet this deadline due to supplier/s fault (eg. In delivery; time, product, document, etc.) goods shall be accepted on the following working day, such date shall be counted for working out penalties as per No. 26 (regarding defaulted consignment) of the conditions of supply.

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

29. The extension of L/C's overstepping delivery schedules in the Indent/PO/its' amendments, shall not in any way affect the recovery of late delivery charges, as per Condition No. 26 (regarding defaulted consignments) and any other direct or indirect additional costs/liquidated damages, relating/consequent to extension of L/C.
30. When adequate storage space is not available at MSD, to accept a delivery defaulted consignment (deviating from the delivery schedule in the Indent/PO/its' amendments) under the condition No. 26, 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

31. 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.
32. One of the tender samples of the selected bid shall be forwarded to MSD, for using as a reference sample (can make it; a part of the last consignment or a returnable to supplier) for checking the conformity of the consignments received under the indent/PO.(applicable for all surgical items and regular category of laboratory items, when specified in respective order lists). The artwork of the; specimen labels, minimum pack and outer most box/shipper carton, that satisfies the above mentioned labeling conditions, shall also be provided before signing the contract with the performance bond.
33. 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.
34. 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 clause 26 will not be applicable.

Common conditions

35. In addition to the general conditions of supply given herein, item/order-list specific amendments, exclusions or additions to the same, stated in the covering letter of the order list and any other relevant conditions as per the tender document issued by SPC, are also applicable. The order/item specific; new conditions or amendments to General Order Conditions, will be included in the order list itself and as a remark entry in the MSMIS order records.
36. Administrative surcharge of 25%(on the value of goods), will be applied for tender condition violations that cause deficiencies in supply with respect to; quality, standards & specifications, short packing & short supply or delayed delivery as per the cabinet decision. (eg. As in conditions No. 07,05,09,12)

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

(b) Part B –Special Order Conditions (SOC) of supply

Note : SOC's 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. & S.R. No.s, shall be indicated separately against each clause of SOC, with the counter signature of Director (MSD) to make it effective.

Special Conditions for Bidding :

1. Offers should be accompanied with the valid registration certificate (Notary Certified) issued by the National Medicines Regulatory Authority in Sri Lanka formerly Cosmetic Devices and Drugs Authority.
2. Offered item should bear our SR number.
3. If awarded supplier is unable to adhere to 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.
4. **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.**

Comparison of foreign offer and local offer made on Imports & Supply basis will be compared as follows.

Local offers which are for Import & Supply basis will be divided by a hypothetical value for comparison of offers against C & F value based on the HS Code of the item as determined by SPC.

5. **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 Tenders" of the tender document in this regard.**

6. 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. The volume of the total quantity of each item should be given in cubic meters (m³).
7. 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.

Sufficient quantity of Samples should be forwarded for evaluation

8. The original payment receipt for purchasing the bidding document has to be annexed to the offer. Offers without same will be rejected.
9. Procurement Committee has the authority to decide whether pre-shipment/ pre delivery/post delivery samples to be tested. In such cases the supplier will have to bear the cost of testing samples.
10. The bid submitted should be duly signed and endorsed by the Bidder/ Tenderer himself (with the name and designation of the signatory) or by the representative. Representatives submitting offers on behalf of their principals should submit a letter of authorization and power of attorney (if signing on behalf of the principals) and also should submit documentary proof on their registration as per the Act. No. 03 of 1987 with the Department of the Registrar of Companies – Sri Lanka (where applicable).

11. The successful supplier should agree to dispatch by fax/courier a full set of copy document to SPC at least 3 days prior to arrival of consignment in Sri Lanka to prevent any delay in clearance.

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

12. In the event of an award made to you on this tender, SPC reserves 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.
13. **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 contract act in accordance with the section 10 of the Public Contract Act and produce such valid original certificate of registration with the bid.**
14. The recommended storage mentioned on the product label should be maintained at transit also and storage condition should be clearly showed on Bill of Lading/Airway Bill and invoice.

15. 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.

16. All shipments 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 vessel of the Ceylon Shipping Corporation do not call at the Port of shipment or if they are not available for time by shipment of cargo, in which event the supplier should attached a waiver certificate issued by Ceylon Shipping Corporation or their Authorized Agent in the Supplier's Country.

17. SPC reserves the right to reject offers which do not comply with above conditions.

Amendments to the Bidding Documents for procurement of pharmaceuticals for the Department of Health Services of Government of Sri Lanka (Blue Book). (DPC)

Address to be read as "State Pharmaceuticals Corporation of Sri Lanka, "Mehewara Piyasa", 16th Floor, No. 41, Kirula Road, Colombo 5" mentioned in all specified clauses

Terms and Conditions of Bid/Instructions to Bidders

Page No. 6 Condition No. 8 (BONDS/GUARANTEES) to be amended to read as follows:

- 08.1 Bidders should furnish an unconditional Bid Bond as per **Annex III** encashable on first written demand to the value stated against each item in the **Annex 1** of the Bidding Document.
Bid Bond should be submitted together with the Bid or to reach SPC on or before the closing date and time of Bid. Bids submitted without Bid Bonds, will not be considered.
- 08.2 The Bid Bond should be valid for at least 30 days beyond the validity of the Bid. The amount of bid bond and the date until which the bid should be valid is indicated in the Annex I.

Page No. 8 Condition No. 12 FREE REPLACEMENT to be amended to read as follows:

FREE REPLACEMENT/ REIMBURSEMENT

Page No. 8 Condition No. 12.2 under the Para b) 2nd line delete the words '**replaced or**'

Page No. 14 Condition No. 20 (REGISTRATION) 20.1 (b) to be amended to read as follows:

- (b) **A Certified copy of the NMRA registration Certificate certified by Attorney-at-Law, Commissioner of Oaths or Justice of Peace should be submitted along with the bid.**

Page No. 16 Condition No. 22 (TESTING OF BATCH SAMPLES) 22.1 to be amended to read as follows:

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

<u>ANNEX – 1</u>			
BID NO./BID REFERENCE : (TENDER NO.)			
DATE OF ISSUE :			
CLOSING DATE & TIME : (SRI LANKAN TIME) :			
<hr/>			
<u>ORDER LIST NO. :</u>			
SR No.	Item Description/Specifications	Quantity	Delivery Schedule

..... Nos of Representative samples for the item to be submitted for the evaluation as tender samples.

Amount of Bid Bond : LKR or USD to be submitted along with the Bid

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.

BID FOR THE SUPPLY OF BID NO./BID REFERENCE

Heading of 2 nd Column	FULL DESCRIPTION OF ITEM OFFERED, THE STANDARD AND STORAGE TEMPERATURE
Heading of 11 th Column	NMRA REGISTRATION CERTIFICATE NO. & DATE OF EXPIRY

Amendment to Bidding Document under 'Conditions of Contract'

Page No. 39, Condition No. 8 TERMS OF DELIVERY to be amended to read as,

08 **TERMS OF DELIVERY**

- 8.1 All shipment should be made exclusively on vessels belonging to the Ceylon Shipping Corporation Ltd or those chartered by CSCL. Shipments on other vessels will be permitted in instances where vessel of the Ceylon Shipping Corporation Ltd do not call at the Port of shipment or if they are not available for time by 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.
- 8.2 SPC may nominate Independent Competent Authorities for issue of shipment Inspection Certificate (Certificate of Quality, Quantity and Loading) cost of such certificate should be borne by the supplier.
- 8.3 All items should be shipped to the destination and strictly conform to the delivery dates as per schedule I hereto marked
- 8.4 Delivery of all goods should be within the period of validity of the Letter of Credit, Except in exceptional circumstances no extensions will be granted. Cost of such extension in any would be borne by the supplier.
- 8.5 If the supplier fails to make deliveries within the time specified by the SPC (without prejudice to the other rights of SPC resulting from breach of the contract conditions) May be written notice to the supplier terminate the right of the supplier to proceed with any or all of the remaining part of the contract as provided for in clause 9.1 hereof in addition the SPC reserves the right to purchase from other sources any or all undelivered items and to recover excess costs from the supplier.
- 8.6 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 the grace period shall be considered for acceptance subject to a surcharge to the supplier as stated below ;
 - (a). A surcharge of 0.5% per day of the consignment value, calculated commencing from the 15th day up to 60th day delay from the due delivery date, as per the indent/PO or its' latest amended delivery schedules.
 - (b). When the delay exceeds 60days purchase order will be considered as automatically cancelled, on defaulted performance. In such a situation, MSD reserve the right to recover liquidated damages or to revoke the cancellation (eg. if payments have been released prior to such a cancellation), and accept the consignment subject to a 25% admin surcharge.
- 8.7 In case of local suppliers, requests may be made for supply of goods in more installments than indicated in Annex 1.

Page No. 39 Condition No. 9.2 (Payment) - To be amended to read as follows ;
All payments will be on confirmed irrevocable letter of credit payable at sight/credit.

Please refer Global Bid Document

B: [Global Tender - Bid Document for Pharmaceutical DPC](#)



PROCUREMENT NOTICE - GLOBAL

STATE PHARMACEUTICALS CORPORATION OF SRI LANKA

The Chairman, Procurement Committee of the State Pharmaceuticals Corporation of Sri Lanka will receive sealed bids for supply of following items to the Department of Health Services for year 2022.

Bid Number	Closing Date & Time	Item Description	Date of issue of Bidding Documents from	Non-refundable Bid Fee
DHS/P/WW/278/22	15.07.2021 at 9.00 a.m.	840,000 Tablets of Aciclovir Tablet 200mg	02.06.2021	Rs. 3,000/= + 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 at the Head Office of the State Pharmaceuticals Corporation of Sri Lanka, "Mehewara Piyasa", 16th Floor, No. 41, Kirula Road, Colombo 5. These could be purchased on cash payment of a non-refundable Bid Fee per set as mentioned above. Offers received without enclosing original payment receipt are liable to be rejected.

Wherever applicable 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 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 DEPARTMENTAL PROCUREMENT COMMITTEE
STATE PHARMACEUTICALS CORPORATION OF SRI LANKA
"MEHEWARA PIYASA", 26TH FLOOR
NO. 41, KIRULA ROAD
COLOMBO 5.
SRI LANKA.

FAX : 00 94-11- 2582496
TELEPHONE : 00 94-11- 2582509
E-MAIL : pharma.manager@spc.lk

GENERAL MANAGER
STATE PHARMACEUTICALS CORPORATION OF SRI LANKA
FOR CHAIRMAN DEPARTMENTAL PROCUREMENT COMMITTEE
"MEHEWARA PIYASA", 26TH FLOOR
NO. 41, KIRULA ROAD
COLOMBO 5.

TENDER NO. : DHS/P/WW/278/22
DATE OF ISSUE : 2ND JUNE 2021
CLOSING DATE & TIME : 15TH JULY 2021 AT 09.00 HOURS SRI LANKA TIME

ORDER LIST NO. : 2022/SPC/N/R/P/00045

<u>SR No.</u>	<u>Item Description/ Specification</u>	<u>Quantity</u>	<u>Delivery</u>
00107901	Aciclovir Tablet 200mg Acyclovir tablet USP 200mg Each tablet to contain 200mg of Acyclovir USP OR Aciclovir tablet BP 200mg Each tablet to contain 200mg of Aciclovir BP. Note: 01.The shelf life of the product should be minimum of 24 months. Packing : 10 Tablets in a pack	840,000 Tablets	840,000 Tablets – September 2022

Representative Tender samples to be submitted for the evaluation.

The amount of Bid Bond: LKR 66,684.00 or USD 336.00.

Bid Bond should be submitted with valid up to 10.02.2022 together with the bid

Bid should be valid till 11.01.2022.

Non refundable Bid Fee Rs. 3,000.00 + Taxes should be paid in cash to SPC for each set of Tender Documents.

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

CONDITIONS OF SUPPLY

(a) Part A

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

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

4. The number of batches per consignment shall be minimal. Batch quantity shall be an equal multiple of the quantity of the consignment and the proportionate size of the batch quantity shall be not less than 15% of the quantity in the consignment.
5. If MSD decides to accept a part or full consignment, with deviations from certain tender conditions (eg: with regard to labeling/packaging etc.) due to an urgency, that shall be done subject to, either rectifying the defect within 05 working days by the supplier, or recovering the total cost [a] of rectifying the defect by MSD (via a duly contracted third party providing such services), from the supplier with a 25% surcharge on the labeling cost. (total charge = $[a] + [a] \times 0.25$) or 2% of the invoiced value, whichever is the highest.

All possible tender deviations such as Packing, labeling, delivery schedule, storage status, payment mode & conditions, etc., shall be communicated and agreed upon before accepting the tender award by the supplier. Noncompliance of same shall be considered as tender violations, to apply penalty (as clause No. 36).

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

Shelf life & Warrantees.

7. Freshly manufactured stocks of the product shall be supplied; thereby the residual Shelf Life (shelf life remaining at the time of delivery of goods at the MSD stores/ Sri Lanka) of the product, shall be 85% of the product shelf life specified in the 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 is 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 $1/6^{\text{th}}$ (one sixth) of the original product shelf life.
 - (b) In the violation of the above tender condition, SPC/MSD reserves the right to accept a reduced quantity, that is usable (as per the consumption rate) up to three months before the expiry of same and will subject to application of a penalty (as clause No. 36).

Standards & Quality

8. Standards; In respect of all Pharmaceutical products supplied, shall comply Pharmacopoeial Standards that are indicated in the item specifications, other Pharmacopoeial Standards accepted in the product registration by the National Medicines Regulatory Authority.
9. As per the product registration dossier approved by NMRA, the product information leaflet (PIL) for the Pharmaceutical 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.

10. Withdrawal from use of items due to quality failure found as manufacturer/s fault:

- (a). In case of batch withdrawal, value of entire batch quantity supplied shall be 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 surcharged 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 or shall conform to the information submitted for waiver of registration granted by NMRA in exceptional circumstances. (refer clause No.23)

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.

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. (to be selectively applied for Surgical & Lab items, depending on availability of testing methodology & facilities).

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

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. In respect of bulk packs (not applicable for blister/strip packs), 'DHS' mark shall be ;

- (a). embossed or printed in case of tablets
- (b). printed in case of capsules

Above condition can be waved off, if the quantity in the purchase order is less than 100,000 tablets/capsules, (any exemptions to this condition, is notified in the relevant MSD order list)

16. Each; innermost pack, vial/ampoule, pre-filled syringe or bottle, shall bear the item Description, SR No, Batch No/Lot no., Reference/Catalogue no.(not for pharmaceuticals), Date of Manufacture, Date of Expiry and 'STATE LOGO' of Government of Sri Lanka.

It is essential to include and exactly match the dates of Expiry (& date of Manufacture (in any form as 'Year & Month' or 'No Exp.'), in the innermost pack and supplier's invoice.

(Applicability of the innermost pack mentioned in this clause shall be adapted as per the pack specified in the specification.)

17. Description of the Item, SR No, Date of Manufacture, Date of Expiry, Batch No, Name and address of manufacturer and 'STATE LOGO' of Sri Lanka Government shall be clearly marked on the outer covering of the individual/innermost pack containing the minimum unit of measure, including blister & strip cards and on the outer cover of the carton/box. Any deviations of the Date of Manufacture (DOM)/ Date of Expiry (DOE) declared in the offer shall be approved by MSD and DOM & DOE shall consist of at least the year & month.
18. 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.
19. 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).
20. 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

21. 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 °C +/- 2 °C temperature and 75% +/-5% relative humidity. The product storage conditions shall be clearly indicated at all levels of labels/packages/boxes.
22. Maintenance of Cold Chain;
 - a. In case of cold storage items, cold chain monitors (temperature recording devices) shall be included for each carton and the cold chain shall be maintained according to the manufacturer's instructions during storage, transport and delivery.
 - b. Supplier shall use suitable prominently visible identification marks of international standard, with appropriate colours and sizes for easy identification of cold cargo. Supplier shall use standardized USB Devices for temperature data logging inside the packages and shall provide free of charge, data logger readers &/ software (reading apps compatible with Windows-07/latest) to wharf department of SPC in advance, to enable examining the maintenance of cold chain in transit, and before taking over the consignment by MSD.
 - c. If the cold chain break is observed at the time of taking over the consignments by MSD, such consignments shall be rejected, indicating the reason on the relevant WDN or copy of the delivery documents. In such an event, the SPC shall arrange necessary cold storage for the consignment until 'observed cold chain break' is investigated leading to acceptance / total rejection of consignment and the expenses 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 cold chain maintenance, to arrive in Sri Lanka during Monday to Thursday to avoid additional demurrage & storage charges during weekends, during which MSD stores is closed. In case of non-compliance of this condition, any additional expenses incurred to MSD and SPC, to Custom clear/store/receive such consignments shall be recovered from the supplier.

23. In respect of the products requiring controlled temperature storage (Eg. < 25 °C, 2-25 °C, 15-20 °C /30 °C, 2-8 °C etc.), supplier shall provide MSD with latest product stability study reports with the invoice of the consignment.(report shall include studies; at 30 °C +/- 2 °C & 75% +/- 5% RH for AC stored items and at 25 °C +/- 2 °C & 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

24. 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. 26 on delayed deliveries, shall be applied.

25. 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.
26. Defaulted consignments with respect to delivery schedule shall only be considered for acceptance, subject to a penalty imposed for the delay due to suppliers fault, allowing a grace period up to two weeks. Consignments delivered after that grace period shall be considered for acceptance subject to a penalty to the supplier as described below ;
- (a). A penalty of 0.5% per day of the consignment value, calculated commencing from the 15th day up to 60th day delay from the due delivery date, as per the indent/PO or its? latest amended delivery schedules.
 - (b). When the delay exceeds 60 days purchase order will be considered as automatically cancelled, on defaulted performance. In such a situation, MSD reserve the right to recover liquidated damages or to revoke the cancellation (eg. if payments have been released prior to such a cancellation), and accept the consignment subject to a 25% admin surcharge.
27. (i). If any local purchases were to be made by MSD/SPC to ensure continuity of supply (due to noncompliance of Indent/PO/its' amended; delivery schedule); in the ensuing period inclusive of the grace period for delivery from due delivery date, extra expenditure incurred on such local purchases, over the landed cost of relevant SPC main order, shall be recovered from the supplier.
- (ii). If a delivery defaulted (violating delivery schedule in the indent/PO) SPC supplier/his local agent, who participate in an urgent local purchase tender of SPC or MSD for the same item, quoting the same product or any similar product, is bound to supply the local purchase order at the landed cost of the defaulted SPC main order. In violations of the same, the cost difference will be set off from the payments to the supplier of the corresponding SPC main order.
28. In respect of local manufacturers/ local suppliers, all deliveries shall be made only on week days excluding public holidays, also allowing adequate time to enable the completion of the receiving process at MSD stores before 3.30 p.m.
- In the event of failure to meet this deadline due to supplier/s fault (eg. In delivery; time, product, document, etc.) goods shall be accepted on the following working day, such date shall be counted for working out penalties as per No. 26 (regarding defaulted consignment) of the conditions of supply.

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

29. The extension of L/C's overstepping delivery schedules in the Indent/PO/its' amendments, shall not in any way affect the recovery of late delivery charges, as per Condition No. 26 (regarding defaulted consignments) and any other direct or indirect additional costs/liquidated damages, relating/consequent to extension of L/C.
30. When adequate storage space is not available at MSD, to accept a delivery defaulted consignment (deviating from the delivery schedule in the Indent/PO/its' amendments) under the condition No. 26, 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

31. 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.
32. One of the tender samples of the selected bid shall be forwarded to MSD, for using as a reference sample (can make it; a part of the last consignment or a returnable to supplier) for checking the conformity of the consignments received under the indent/PO.(applicable for all surgical items and regular category of laboratory items, when specified in respective order lists). The artwork of the; specimen labels, minimum pack and outer most box/shipper carton, that satisfies the above mentioned labeling conditions, shall also be provided before signing the contract with the performance bond.
33. 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.
34. 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 clause 26 will not be applicable.

Common conditions

35. In addition to the general conditions of supply given herein, item/order-list specific amendments, exclusions or additions to the same, stated in the covering letter of the order list and any other relevant conditions as per the tender document issued by SPC, are also applicable. The order/item specific; new conditions or amendments to General Order Conditions, will be included in the order list itself and as a remark entry in the MSMIS order records.
36. Administrative surcharge of 25%(on the value of goods), will be applied for tender condition violations that cause deficiencies in supply with respect to; quality, standards & specifications, short packing & short supply or delayed delivery as per the cabinet decision. (eg. As in conditions No. 07,05,09,12)

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

(b) Part B –Special Order Conditions (SOC) of supply

Note : SOC's 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. & S.R. No.s, shall be indicated separately against each clause of SOC, with the counter signature of Director (MSD) to make it effective.

Special Conditions for Bidding :

1. Offers should be accompanied with the valid registration certificate (Notary Certified) issued by the National Medicines Regulatory Authority in Sri Lanka formerly Cosmetic Devices and Drugs Authority.
2. Offered item should bear our SR number.
3. If awarded supplier is unable to adhere to 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.
4. **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.**

Comparison of foreign offer and local offer made on Imports & Supply basis will be compared as follows.

Local offers which are for Import & Supply basis will be divided by a hypothetical value for comparison of offers against C & F value based on the HS Code of the item as determined by SPC.

5. **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 Tenders" of the tender document in this regard.**

6. 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. The volume of the total quantity of each item should be given in cubic meters (m³).
7. 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.

Sufficient quantity of Samples should be forwarded for evaluation

8. The original payment receipt for purchasing the bidding document has to be annexed to the offer. Offers without same will be rejected.
9. Procurement Committee has the authority to decide whether pre-shipment/ pre delivery/post delivery samples to be tested. In such cases the supplier will have to bear the cost of testing samples.
10. The bid submitted should be duly signed and endorsed by the Bidder/ Tenderer himself (with the name and designation of the signatory) or by the representative. Representatives submitting offers on behalf of their principals should submit a letter of authorization and power of attorney (if signing on behalf of the principals) and also should submit documentary proof on their registration as per the Act. No. 03 of 1987 with the Department of the Registrar of Companies – Sri Lanka (where applicable).

11. The successful supplier should agree to dispatch by fax/courier a full set of copy document to SPC at least 3 days prior to arrival of consignment in Sri Lanka to prevent any delay in clearance.

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

12. In the event of an award made to you on this tender, SPC reserves 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.
13. **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 contract act in accordance with the section 10 of the Public Contract Act and produce such valid original certificate of registration with the bid.**
14. The recommended storage mentioned on the product label should be maintained at transit also and storage condition should be clearly showed on Bill of Lading/Airway Bill and invoice.

15. 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.

16. All shipments 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 vessel of the Ceylon Shipping Corporation do not call at the Port of shipment or if they are not available for time by shipment of cargo, in which event the supplier should attached a waiver certificate issued by Ceylon Shipping Corporation or their Authorized Agent in the Supplier's Country.

17. SPC reserves the right to reject offers which do not comply with above conditions.

Amendments to the Bidding Documents for procurement of pharmaceuticals for the Department of Health Services of Government of Sri Lanka (Blue Book). (DPC)

Address to be read as "State Pharmaceuticals Corporation of Sri Lanka, "Mehewara Piyasa", 16th Floor, No. 41, Kirula Road, Colombo 5" mentioned in all specified clauses

Terms and Conditions of Bid/Instructions to Bidders

Page No. 6 Condition No. 8 (BONDS/GUARANTEES) to be amended to read as follows:

- 08.1 Bidders should furnish an unconditional Bid Bond as per **Annex III** encashable on first written demand to the value stated against each item in the **Annex 1** of the Bidding Document.
Bid Bond should be submitted together with the Bid or to reach SPC on or before the closing date and time of Bid. Bids submitted without Bid Bonds, will not be considered.
- 08.2 The Bid Bond should be valid for at least 30 days beyond the validity of the Bid. The amount of bid bond and the date until which the bid should be valid is indicated in the Annex I.

Page No. 8 Condition No. 12 FREE REPLACEMENT to be amended to read as follows:

FREE REPLACEMENT/ REIMBURSEMENT

Page No. 8 Condition No. 12.2 under the Para b) 2nd line delete the words 'replaced or'

Page No. 14 Condition No. 20 (REGISTRATION) 20.1 (b) to be amended to read as follows:

- (b) **A Certified copy of the NMRA registration Certificate certified by Attorney-at-Law, Commissioner of Oaths or Justice of Peace should be submitted along with the bid.**

Page No. 16 Condition No. 22 (TESTING OF BATCH SAMPLES) 22.1 to be amended to read as follows:

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

<u>ANNEX – 1</u>			
BID NO./BID REFERENCE : (TENDER NO.)			
DATE OF ISSUE :			
CLOSING DATE & TIME : (SRI LANKAN TIME) :			
<hr/>			
<u>ORDER LIST NO. :</u>			
SR No.	Item Description/Specifications	Quantity	Delivery Schedule

..... Nos of Representative samples for the item to be submitted for the evaluation as tender samples.

Amount of Bid Bond : LKR or USD to be submitted along with the Bid

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.

BID FOR THE SUPPLY OF
.....
BID NO./BID REFERENCE

Heading of 2 nd Column	FULL DESCRIPTION OF ITEM OFFERED, THE STANDARD AND STORAGE TEMPERATURE
Heading of 11 th Column	NMRA REGISTRATION CERTIFICATE NO. & DATE OF EXPIRY

Amendment to Bidding Document under 'Conditions of Contract'

Page No. 39, Condition No. 8 TERMS OF DELIVERY to be amended to read as,

08 **TERMS OF DELIVERY**

- 8.1 All shipment should be made exclusively on vessels belonging to the Ceylon Shipping Corporation Ltd or those chartered by CSCL. Shipments on other vessels will be permitted in instances where vessel of the Ceylon Shipping Corporation Ltd do not call at the Port of shipment or if they are not available for time by 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.
- 8.2 SPC may nominate Independent Competent Authorities for issue of shipment Inspection Certificate (Certificate of Quality, Quantity and Loading) cost of such certificate should be borne by the supplier.
- 8.3 All items should be shipped to the destination and strictly conform to the delivery dates as per schedule I hereto marked
- 8.4 Delivery of all goods should be within the period of validity of the Letter of Credit, Except in exceptional circumstances no extensions will be granted. Cost of such extension in any would be borne by the supplier.
- 8.5 If the supplier fails to make deliveries within the time specified by the SPC (without prejudice to the other rights of SPC resulting from breach of the contract conditions) May be written notice to the supplier terminate the right of the supplier to proceed with any or all of the remaining part of the contract as provided for in clause 9.1 hereof in addition the SPC reserves the right to purchase from other sources any or all undelivered items and to recover excess costs from the supplier.
- 8.6 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 the grace period shall be considered for acceptance subject to a surcharge to the supplier as stated below ;
 - (a). A surcharge of 0.5% per day of the consignment value, calculated commencing from the 15th day up to 60th day delay from the due delivery date, as per the indent/PO or its' latest amended delivery schedules.
 - (b). When the delay exceeds 60days purchase order will be considered as automatically cancelled, on defaulted performance. In such a situation, MSD reserve the right to recover liquidated damages or to revoke the cancellation (eg. if payments have been released prior to such a cancellation), and accept the consignment subject to a 25% admin surcharge.
- 8.7 In case of local suppliers, requests may be made for supply of goods in more installments than indicated in Annex 1.

Page No. 39 Condition No. 9.2 (Payment) - To be amended to read as follows ;
All payments will be on confirmed irrevocable letter of credit payable at sight/credit.

Please refer Global Bid Document

B: [Global Tender - Bid Document for Pharmaceutical DPC](#)



PROCUREMENT NOTICE - GLOBAL

STATE PHARMACEUTICALS CORPORATION OF SRI LANKA

The Chairman, Procurement Committee of the State Pharmaceuticals Corporation of Sri Lanka will receive sealed bids for supply of following items to the Department of Health Services for year 2022.

Bid Number	Closing Date & Time	Item Description	Date of issue of Bidding Documents from	Non-refundable Bid Fee
DHS/P/WW/277/22	15.07.2021 at 9.00 a.m.	200,000 Vials of Ciprofloxacin Injection 200mg/100ml	02.06.2021	Rs. 3,000/= + 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 at the Head Office of the State Pharmaceuticals Corporation of Sri Lanka, "Mehewara Piyasa", 16th Floor, No. 41, Kirula Road, Colombo 5. These could be purchased on cash payment of a non-refundable Bid Fee per set as mentioned above. Offers received without enclosing original payment receipt are liable to be rejected.

Wherever applicable 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 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 DEPARTMENTAL PROCUREMENT COMMITTEE
STATE PHARMACEUTICALS CORPORATION OF SRI LANKA
"MEHEWARA PIYASA", 26TH FLOOR
NO. 41, KIRULA ROAD
COLOMBO 5.
SRI LANKA.

FAX : 00 94-11- 2582496
TELEPHONE : 00 94-11- 2582509
E-MAIL : pharma.manager@spc.lk

GENERAL MANAGER
STATE PHARMACEUTICALS CORPORATION OF SRI LANKA
FOR CHAIRMAN DEPARTMENTAL PROCUREMENT COMMITTEE
"MEHEWARA PIYASA", 26TH FLOOR
NO. 41, KIRULA ROAD
COLOMBO 5.

TENDER NO. : DHS/P/WW/277/22
DATE OF ISSUE : 2ND JUNE 2021
CLOSING DATE & TIME : 15TH JULY 2021 AT 09.00 HOURS SRI LANKA TIME

ORDER LIST NO. : 2022/SPC/N/R/P/00045

<u>SR No.</u>	<u>Item Description/ Specification</u>	<u>Quantity</u>	<u>Delivery</u>
00105403	<p>Ciprofloxacin Injection 200mg/100ml</p> <p>Ciprofloxacin intravenous infusion BP, 200mg in 100ml vial OR Ciprofloxacin intravenous infusion USP, 200mg in 100ml vial</p> <p>Each 100ml bottle to contain Ciprofloxacin Lactate equivalent to 200mg of Ciprofloxacin BP/USP for intravenous infusion</p> <p>Note:</p> <ol style="list-style-type: none"> 1.The bottle should graduate to 100ml and be made of medicinal grade Polyethylene or Polypropylene. PVC is not acceptable. 2.The bottle should have a device for hanging. 3.To prevent leakage of fluid with insertion or withdrawal of spike or continuous use, the site of the insertion or piercing spike should be covered with a sterile rubber disk or bung and the plastic cover of the disc or bung should be fused to the neck of the bottle right round. 4.Each bottle should be packed individually in a protective polyethylene cover. 5.The product should be sterile and stable for a minimum of two years when stored under temperature not exceeding 30'C 6.The bottle should be labeled accordingly. <p>Packing : 10 Vials in a pack</p>	200,000 Vials	200,000 Vials – November 2022

Representative Tender samples to be submitted for the evaluation.

The amount of Bid Bond: LKR 115,800.00 or USD 581.00.

Bid Bond should be submitted with valid up to 10.02.2022 together with the bid

Bid should be valid till 11.01.2022.

Non refundable Bid Fee Rs. 3,000.00 + Taxes should be paid in cash to SPC for each set of Tender Documents.

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

CONDITIONS OF SUPPLY

(a) Part A

1. The consignments supplied in respect of an order concerned, shall exactly match with the reference sample submitted and the product information (item descriptions, shelf life/warranty

where applicable, manufacturer's name, country of manufacture, country of origin, etc.) provided in the bid document by the supplier, which has been accepted by the procurement committee, and included in the Indent / Purchase Order (PO), issued by SPC.

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

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

4. The number of batches per consignment shall be minimal. Batch quantity shall be an equal multiple of the quantity of the consignment and the proportionate size of the batch quantity shall be not less than 15% of the quantity in the consignment.
5. If MSD decides to accept a part or full consignment, with deviations from certain tender conditions (eg: with regard to labeling/packaging etc.) due to an urgency, that shall be done subject to, either rectifying the defect within 05 working days by the supplier, or recovering the total cost [a] of rectifying the defect by MSD (via a duly contracted third party providing such services), from the supplier with a 25% surcharge on the labeling cost. (total charge = $[a] + [a] \times 0.25$) or 2% of the invoiced value, whichever is the highest.

All possible tender deviations such as Packing, labeling, delivery schedule, storage status, payment mode & conditions, etc., shall be communicated and agreed upon before accepting the tender award by the supplier. Noncompliance of same shall be considered as tender violations, to apply penalty (as clause No. 36).

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

Shelf life & Warrantees.

7. Freshly manufactured stocks of the product shall be supplied; thereby the residual Shelf Life (shelf life remaining at the time of delivery of goods at the MSD stores/ Sri Lanka) of the product, shall be 85% of the product shelf life specified in the 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 is 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 $1/6^{\text{th}}$ (one sixth) of the original product shelf life.
 - (b) In the violation of the above tender condition, SPC/MSD reserves the right to accept a reduced quantity, that is usable (as per the consumption rate) up to three months before the expiry of same and will subject to application of a penalty (as clause No. 36).

Standards & Quality

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

9. As per the product registration dossier approved by NMRA, the product information leaflet (PIL) for the Pharmaceutical 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.
10. Withdrawal from use of items due to quality failure found as manufacturer/s fault:
- (a). In case of batch withdrawal, value of entire batch quantity supplied shall be 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 surcharged 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 or shall conform to the information submitted for waiver of registration granted by NMRA in exceptional circumstances.(refer clause No.23)
- 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.
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. (to be selectively applied for Surgical & Lab items, depending on availability of testing methodology & facilities).
- If the sample is found to be substandard, random batch samples will be tested from all the batches/lots in the consignment, and entire expenses on such tests, like value of samples, transport, sampling & testing charges, etc, will be recovered from the supplier.
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. In respect of bulk packs (not applicable for blister/strip packs), 'DHS' mark shall be ;
- (a). embossed or printed in case of tablets
 - (b). printed in case of capsules
- Above condition can be waved off, if the quantity in the purchase order is less than 100,000 tablets/capsules, (any exemptions to this condition, is notified in the relevant MSD order list)

16. Each; innermost pack, vial/ampoule, pre-filled syringe or bottle, shall bear the item Description, SR No, Batch No/Lot no., Reference/Catalogue no.(not for pharmaceuticals), Date of Manufacture, Date of Expiry and 'STATE LOGO' of Government of Sri Lanka.
It is essential to include and exactly match the dates of Expiry (& date of Manufacture (in any form as 'Year & Month' or 'No Exp.'), in the innermost pack and supplier's invoice.
(Applicability of the innermost pack mentioned in this clause shall be adapted as per the pack specified in the specification.)
17. Description of the Item, SR No, Date of Manufacture, Date of Expiry, Batch No, Name and address of manufacturer and 'STATE LOGO' of Sri Lanka Government shall be clearly marked on the outer covering of the individual/innermost pack containing the minimum unit of measure, including blister & strip cards and on the outer cover of the carton/box. Any deviations of the Date of Manufacture (DOM)/ Date of Expiry (DOE)declared in the offer shall be approved by MSD and DOM & DOE shall consist of at least the year & month.
18. 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.
19. 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).
20. 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

21. 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 °C +/- 2 °C temperature and 75% +/-5% relative humidity. The product storage conditions shall be clearly indicated at all levels of labels/packages/boxes.
22. Maintenance of Cold Chain;
- In case of cold storage items, cold chain monitors (temperature recording devices) shall be included for each carton and the cold chain shall be maintained according to the manufacturer's instructions during storage, transport and delivery.
 - Supplier shall use suitable prominently visible identification marks of international standard, with appropriate colours and sizes for easy identification of cold cargo. Supplier shall use standardized USB Devices for temperature data logging inside the packages and shall provide free of charge, data logger readers &/ software (reading apps compatible with Windows-07/latest) to wharf department of SPC in advance, to enable examining the maintenance of cold chain in transit, and before taking over the consignment by MSD.
 - If the cold chain break is observed at the time of taking over the consignments by MSD, such consignments shall be rejected, indicating the reason on the relevant WDN or copy of the delivery documents. In such an event, the SPC shall arrange necessary cold storage for the consignment until 'observed cold chain break' is investigated leading to acceptance / total rejection of consignment and the expenses born by MSD / SPC in arranging the cold storage shall be recovered from the supplier.
 - The vehicles transporting cold cargo to MSD shall be equipped with temperature monitoring devices and the vehicle shall have NMRA approval for transport of pharmaceuticals.

- e. The suppliers shall dispatch consignments of the items, which require cold chain maintenance, to arrive in Sri Lanka during Monday to Thursday to avoid additional demurrage & storage charges during weekends, during which MSD stores is closed. In case of non-compliance of this condition, any additional expenses incurred to MSD and SPC, to Custom clear/store/receive such consignments shall be recovered from the supplier.
23. In respect of the products requiring controlled temperature storage (Eg. < 25 °C, 2-25 °C, 15-20 °C /30 °C, 2-8 °C etc.), supplier shall provide MSD with latest product stability study reports with the invoice of the consignment.(report shall include studies; at 30 °C +/- 2 °C & 75% +/- 5% RH for AC stored items and at 25 °C +/- 2 °C & 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

24. 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. 26 on delayed deliveries, shall be applied.

25. 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.
26. Defaulted consignments with respect to delivery schedule shall only be considered for acceptance, subject to a penalty imposed for the delay due to suppliers fault, allowing a grace period up to two weeks. Consignments delivered after that grace period shall be considered for acceptance subject to a penalty to the supplier as described below ;
- (a). A penalty of 0.5% per day of the consignment value, calculated commencing from the 15th day up to 60th day delay from the due delivery date, as per the indent/PO or its? latest amended delivery schedules.
 - (b). When the delay exceeds 60 days purchase order will be considered as automatically cancelled, on defaulted performance. In such a situation, MSD reserve the right to recover liquidated damages or to revoke the cancellation (eg. if payments have been released prior to such a cancellation), and accept the consignment subject to a 25% admin surcharge.
27. (i). If any local purchases were to be made by MSD/SPC to ensure continuity of supply (due to noncompliance of Indent/PO/its' amended; delivery schedule); in the ensuing period inclusive of the grace period for delivery from due delivery date, extra expenditure incurred on such local purchases, over the landed cost of relevant SPC main order, shall be recovered from the supplier.
- (ii). If a delivery defaulted (violating delivery schedule in the indent/PO) SPC supplier/his local agent, who participate in an urgent local purchase tender of SPC or MSD for the same item, quoting the same product or any similar product, is bound to supply the local purchase order at the landed cost of the defaulted SPC main order. In violations of the same, the cost difference will be set off from the payments to the supplier of the corresponding SPC main order.
28. In respect of local manufacturers/ local suppliers, all deliveries shall be made only on week days excluding public holidays, also allowing adequate time to enable the completion of the receiving process at MSD stores before 3.30 p.m.

In the event of failure to meet this deadline due to supplier/s fault (eg. In delivery; time, product, document, etc.) goods shall be accepted on the following working day, such date shall be counted for working out penalties as per No. 26 (regarding defaulted consignment) of the conditions of supply.

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

29. The extension of L/C's overstepping delivery schedules in the Indent/PO/its' amendments, shall not in any way affect the recovery of late delivery charges, as per Condition No. 26 (regarding defaulted consignments) and any other direct or indirect additional costs/liquidated damages, relating/consequent to extension of L/C.
30. When adequate storage space is not available at MSD, to accept a delivery defaulted consignment (deviating from the delivery schedule in the Indent/PO/its' amendments) under the condition No. 26, 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

31. 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.
32. One of the tender samples of the selected bid shall be forwarded to MSD, for using as a reference sample (can make it; a part of the last consignment or a returnable to supplier) for checking the conformity of the consignments received under the indent/PO.(applicable for all surgical items and regular category of laboratory items, when specified in respective order lists). The artwork of the; specimen labels, minimum pack and outer most box/shipper carton, that satisfies the above mentioned labeling conditions, shall also be provided before signing the contract with the performance bond.
33. 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.
34. 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 clause 26 will not be applicable.

Common conditions

35. In addition to the general conditions of supply given herein, item/order-list specific amendments, exclusions or additions to the same, stated in the covering letter of the order list and any other relevant conditions as per the tender document issued by SPC, are also applicable. The order/item specific; new conditions or amendments to General Order Conditions, will be included in the order list itself and as a remark entry in the MSMIS order records.
36. Administrative surcharge of 25%(on the value of goods), will be applied for tender condition violations that cause deficiencies in supply with respect to; quality, standards & specifications, short packing & short supply or delayed delivery as per the cabinet decision. (eg. As in conditions No. 07,05,09,12)

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

(b) Part B –Special Order Conditions (SOC) of supply

Note : SOC's 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. & S.R. No.s, shall be indicated separately against each clause of SOC, with the counter signature of Director (MSD) to make it effective.

Special Conditions for Bidding :

1. Offers should be accompanied with the valid registration certificate (Notary Certified) issued by the National Medicines Regulatory Authority in Sri Lanka formerly Cosmetic Devices and Drugs Authority.
2. Offered item should bear our SR number.
3. If awarded supplier is unable to adhere to 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.
4. **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.**

Comparison of foreign offer and local offer made on Imports & Supply basis will be compared as follows.

Local offers which are for Import & Supply basis will be divided by a hypothetical value for comparison of offers against C & F value based on the HS Code of the item as determined by SPC.

5. **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 Tenders" of the tender document in this regard.**
6. 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. The volume of the total quantity of each item should be given in cubic meters (m³).
7. 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.

Sufficient quantity of Samples should be forwarded for evaluation

8. The original payment receipt for purchasing the bidding document has to be annexed to the offer. Offers without same will be rejected.
9. Procurement Committee has the authority to decide whether pre-shipment/ pre delivery/post delivery samples to be tested. In such cases the supplier will have to bear the cost of testing samples.
10. The bid submitted should be duly signed and endorsed by the Bidder/ Tenderer himself (with the name and designation of the signatory) or by the representative. Representatives submitting offers on behalf of their principals should submit a letter of authorization and power of attorney (if signing on behalf of the principals) and also should submit documentary proof on their registration as per the Act. No. 03 of 1987 with the Department of the Registrar of Companies – Sri Lanka (where applicable).
11. The successful supplier should agree to dispatch by fax/courier a full set of copy document to SPC at least 3 days prior to arrival of consignment in Sri Lanka to prevent any delay in clearance.

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

12. In the event of an award made to you on this tender, SPC reserves 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.

13. 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 contract act in accordance with the section 10 of the Public Contract Act and produce such valid original certificate of registration with the bid.
14. The recommended storage mentioned on the product label should be maintained at transit also and storage condition should be clearly showed on Bill of Lading/Airway Bill and invoice.

15. 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.

16. All shipments 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 vessel of the Ceylon Shipping Corporation do not call at the Port of shipment or if they are not available for time by shipment of cargo, in which event the supplier should attached a waiver certificate issued by Ceylon Shipping Corporation or their Authorized Agent in the Supplier's Country.

17. SPC reserves the right to reject offers which do not comply with above conditions.

Amendments to the Bidding Documents for procurement of pharmaceuticals for the Department of Health Services of Government of Sri Lanka (Blue Book). (DPC)

Address to be read as "State Pharmaceuticals Corporation of Sri Lanka, "Mehewara Piyasa", 16th Floor, No. 41, Kirula Road, Colombo 5" mentioned in all specified clauses

Terms and Conditions of Bid/Instructions to Bidders

Page No. 6 Condition No. 8 (BONDS/GUARANTEES) to be amended to read as follows:

- 08.1 Bidders should furnish an unconditional Bid Bond as per **Annex III** encashable on first written demand to the value stated against each item in the **Annex 1** of the Bidding Document.
Bid Bond should be submitted together with the Bid or to reach SPC on or before the closing date and time of Bid. Bids submitted without Bid Bonds, will not be considered.
- 08.2 The Bid Bond should be valid for at least 30 days beyond the validity of the Bid. The amount of bid bond and the date until which the bid should be valid is indicated in the Annex I.

Page No. 8 Condition No. 12 FREE REPLACEMENT to be amended to read as follows:

FREE REPLACEMENT/ REIMBURSEMENT

Page No. 8 Condition No. 12.2 under the Para b) 2nd line delete the words 'replaced or'

Page No. 14 Condition No. 20 (REGISTRATION) 20.1 (b) to be amended to read as follows:

- (b) **A Certified copy of the NMRA registration Certificate certified by Attorney-at-Law, Commissioner of Oaths or Justice of Peace should be submitted along with the bid.**

Page No. 16 Condition No. 22 (TESTING OF BATCH SAMPLES) 22.1 to be amended to read as follows:

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

Page No. 23 SPECIMEN OF ANNEX – 1 to be amended to read as follows:

**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

..... Nos of Representative samples for the item to be submitted for the evaluation as tender samples.

Amount of Bid Bond : LKR or USD to be submitted along with the Bid

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.

Page No. 24 SPECIMEN FORM OF BID (SUPPLIES) ANNEX – IIA Content of the cage to be amended to read as follows:

<p align="center">BID FOR THE SUPPLY OF BID NO./BID REFERENCE</p>

Page No. 26 & 27 SPECIMEN OF **ANNEX – II(B)** to be amended to read as follows:

Heading of 2 nd Column	FULL DESCRIPTION OF ITEM OFFERED, THE STANDARD AND STORAGE TEMPERATURE
Heading of 11 th Column	NMRA REGISTRATION CERTIFICATE NO. & DATE OF EXPIRY

Amendment to Bidding Document under 'Conditions of Contract'

Page No. 39, Condition No. 8 TERMS OF DELIVERY to be amended to read as,

08 TERMS OF DELIVERY

8.1 All shipment should be made exclusively on vessels belonging to the Ceylon Shipping Corporation Ltd or those chartered by CSCL. Shipments on other vessels will be

permitted in instances where vessel of the Ceylon Shipping Corporation Ltd do not call at the Port of shipment or if they are not available for time by 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.

- 8.2 SPC may nominate Independent Competent Authorities for issue of shipment Inspection Certificate (Certificate of Quality, Quantity and Loading) cost of such certificate should be borne by the supplier.
- 8.3 All items should be shipped to the destination and strictly conform to the delivery dates as per schedule I hereto marked
- 8.4 Delivery of all goods should be within the period of validity of the Letter of Credit, Except in exceptional circumstances no extensions will be granted. Cost of such extension in any would be borne by the supplier.
- 8.5 If the supplier fails to make deliveries within the time specified by the SPC (without prejudice to the other rights of SPC resulting from breach of the contract conditions) May be written notice to the supplier terminate the right of the supplier to proceed with any or all of the remaining part of the contract as provided for in clause 9.1 hereof in addition the SPC reserves the right to purchase from other sources any or all undelivered items and to recover excess costs from the supplier.
- 8.6 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 the grace period shall be considered for acceptance subject to a surcharge to the supplier as stated below ;
 - (a). A surcharge of 0.5% per day of the consignment value, calculated commencing from the 15th day up to 60th day delay from the due delivery date, as per the indent/PO or its' latest amended delivery schedules.
 - (b). When the delay exceeds 60days purchase order will be considered as automatically cancelled, on defaulted performance. In such a situation, MSD reserve the right to recover liquidated damages or to revoke the cancellation (eg. if payments have been released prior to such a cancellation), and accept the consignment subject to a 25% admin surcharge.
- 8.7 In case of local suppliers, requests may be made for supply of goods in more installments than indicated in Annex 1.

Page No. 39 Condition No. 9.2 (Payment) - To be amended to read as follows ;
All payments will be on confirmed irrevocable letter of credit payable at sight/credit.

Please refer Global Bid Document

B: [Global Tender - Bid Document for Pharmaceutical DPC](#)



PROCUREMENT NOTICE - GLOBAL

STATE PHARMACEUTICALS CORPORATION OF SRI LANKA

The Chairman, Procurement Committee of the State Pharmaceuticals Corporation of Sri Lanka will receive sealed bids for supply of following items to the Department of Health Services for year 2022.

Bid Number	Closing Date & Time	Item Description	Date of issue of Bidding Documents from	Non-refundable Bid Fee
DHS/P/WW/276/22	15.07.2021 at 9.00 a.m.	50,000 Tablets of Terbinafine Tablet 250mg	02.06.2021	Rs. 3,000/= + 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 at the Head Office of the State Pharmaceuticals Corporation of Sri Lanka, "Mehewara Piyasa", 16th Floor, No. 41, Kirula Road, Colombo 5. These could be purchased on cash payment of a non-refundable Bid Fee per set as mentioned above. Offers received without enclosing original payment receipt are liable to be rejected.

Wherever applicable 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 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 DEPARTMENTAL PROCUREMENT COMMITTEE
STATE PHARMACEUTICALS CORPORATION OF SRI LANKA
"MEHEWARA PIYASA", 26TH FLOOR
NO. 41, KIRULA ROAD
COLOMBO 5.
SRI LANKA.

FAX : 00 94-11- 2582496
TELEPHONE : 00 94-11- 2582509
E-MAIL : pharma.manager@spc.lk

GENERAL MANAGER
STATE PHARMACEUTICALS CORPORATION OF SRI LANKA
FOR CHAIRMAN DEPARTMENTAL PROCUREMENT COMMITTEE
"MEHEWARA PIYASA", 26TH FLOOR
NO. 41, KIRULA ROAD
COLOMBO 5.

TENDER NO. : DHS/P/WW/276/22
DATE OF ISSUE : 2ND JUNE 2021
CLOSING DATE & TIME : 15TH JULY 2021 AT 09.00 HOURS SRI LANKA TIME

ORDER LIST NO. : 2022/SPC/N/R/P/00045

<u>SR No.</u>	<u>Item Description/ Specification</u>	<u>Quantity</u>	<u>Delivery</u>
00110901	Terbinafine Tablet 250mg Terbinafine tablet 250mg Each tablet to contain 250mg of Terbinafine as Terbinafine hydrochloride. Note: 01.The shelf life of the product should be minimum of 24 months. Packing : 10 Tablets in a pack	50,000 Tablets	25,000 Tablets – January 2022 25,000 Tablets – June 2022

Representative Tender samples to be submitted for the evaluation.

The amount of Bid Bond: LKR 67,000.00 or USD 336.00.

Bid Bond should be submitted with valid up to 10.02.2022 together with the bid

Bid should be valid till 11.01.2022.

Non refundable Bid Fee Rs. 3,000.00 + Taxes should be paid in cash to SPC for each set of Tender Documents.

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

CONDITIONS OF SUPPLY

(a) Part A

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

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

4. The number of batches per consignment shall be minimal. Batch quantity shall be an equal multiple of the quantity of the consignment and the proportionate size of the batch quantity shall be not less than 15% of the quantity in the consignment.
5. If MSD decides to accept a part or full consignment, with deviations from certain tender conditions (eg: with regard to labeling/packaging etc.) due to an urgency, that shall be done subject to, either rectifying the defect within 05 working days by the supplier, or recovering the total cost [a] of rectifying the defect by MSD (via a duly contracted third party providing such services), from the supplier with a 25% surcharge on the labeling cost. (total charge = $[a] + [a] \times 0.25$) or 2% of the invoiced value, whichever is the highest.

All possible tender deviations such as Packing, labeling, delivery schedule, storage status, payment mode & conditions, etc., shall be communicated and agreed upon before accepting the tender award by the supplier. Noncompliance of same shall be considered as tender violations, to apply penalty (as clause No. 36).

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

Shelf life & Warrantees.

7. Freshly manufactured stocks of the product shall be supplied; thereby the residual Shelf Life (shelf life remaining at the time of delivery of goods at the MSD stores/ Sri Lanka) of the product, shall be 85% of the product shelf life specified in the 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 is 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 $1/6^{\text{th}}$ (one sixth) of the original product shelf life.

(b) In the violation of the above tender condition, SPC/MSD reserves the right to accept a reduced quantity, that is usable (as per the consumption rate) up to three months before the expiry of same and will subject to application of a penalty (as clause No. 36).

Standards & Quality

8. Standards; In respect of all Pharmaceutical products supplied, shall comply Pharmacopoeial Standards that are indicated in the item specifications, other Pharmacopoeial Standards accepted in the product registration by the National Medicines Regulatory Authority.
9. As per the product registration dossier approved by NMRA, the product information leaflet (PIL) for the Pharmaceutical 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.
10. Withdrawal from use of items due to quality failure found as manufacturer/s fault:
 - (a). In case of batch withdrawal, value of entire batch quantity supplied shall be 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 surcharged 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 or shall conform to the information submitted for waiver of registration granted by NMRA in exceptional circumstances.(refer clause No.23)

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.

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. (to be selectively applied for Surgical & Lab items, depending on availability of testing methodology & facilities).

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

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. In respect of bulk packs (not applicable for blister/strip packs), 'DHS' mark shall be ;

(a). embossed or printed in case of tablets

(b). printed in case of capsules

Above condition can be waved off, if the quantity in the purchase order is less than 100,000 tablets/capsules, (any exemptions to this condition, is notified in the relevant MSD order list)

16. Each; innermost pack, vial/ampoule, pre-filled syringe or bottle, shall bear the item Description, SR No, Batch No/Lot no., Reference/Catalogue no.(not for pharmaceuticals), Date of Manufacture, Date of Expiry and 'STATE LOGO' of Government of Sri Lanka.

It is essential to include and exactly match the dates of Expiry (& date of Manufacture (in any form as 'Year & Month' or 'No Exp.'), in the innermost pack and supplier's invoice.

(Applicability of the innermost pack mentioned in this clause shall be adapted as per the pack specified in the specification.)

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

18. 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.

19. 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).
20. 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

21. 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 °C +/- 2 °C temperature and 75% +/-5% relative humidity. The product storage conditions shall be clearly indicated at all levels of labels/packages/boxes.
22. Maintenance of Cold Chain;
- a. In case of cold storage items, cold chain monitors (temperature recording devices) shall be included for each carton and the cold chain shall be maintained according to the manufacturer's instructions during storage, transport and delivery.
 - b. Supplier shall use suitable prominently visible identification marks of international standard, with appropriate colours and sizes for easy identification of cold cargo. Supplier shall use standardized USB Devices for temperature data logging inside the packages and shall provide free of charge, data logger readers &/ software (reading apps compatible with Windows-07/latest) to wharf department of SPC in advance, to enable examining the maintenance of cold chain in transit, and before taking over the consignment by MSD.
 - c. If the cold chain break is observed at the time of taking over the consignments by MSD, such consignments shall be rejected, indicating the reason on the relevant WDN or copy of the delivery documents. In such an event, the SPC shall arrange necessary cold storage for the consignment until 'observed cold chain break' is investigated leading to acceptance / total rejection of consignment and the expenses 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 cold chain maintenance, to arrive in Sri Lanka during Monday to Thursday to avoid additional demurrage & storage charges during weekends, during which MSD stores is closed. In case of non-compliance of this condition, any additional expenses incurred to MSD and SPC, to Custom clear/store/receive such consignments shall be recovered from the supplier.
23. In respect of the products requiring controlled temperature storage (Eg. < 25 °C, 2-25 °C, 15-20 °C /30 °C, 2-8 °C etc.), supplier shall provide MSD with latest product stability study reports with the invoice of the consignment. (report shall include studies; at 30 °C +/- 2 °C & 75% +/- 5% RH for AC stored items and at 25 °C +/- 2 °C & 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

24. 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. 26 on delayed deliveries, shall be applied.

25. 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.
26. Defaulted consignments with respect to delivery schedule shall only be considered for acceptance, subject to a penalty imposed for the delay due to suppliers fault, allowing a grace period up to two weeks. Consignments delivered after that grace period shall be considered for acceptance subject to a penalty to the supplier as described below ;
- (a). A penalty of 0.5% per day of the consignment value, calculated commencing from the 15th day up to 60th day delay from the due delivery date, as per the indent/PO or its? latest amended delivery schedules.
 - (b). When the delay exceeds 60 days purchase order will be considered as automatically cancelled, on defaulted performance. In such a situation, MSD reserve the right to recover liquidated damages or to revoke the cancellation (eg. if payments have been released prior to such a cancellation), and accept the consignment subject to a 25% admin surcharge.
27. (i). If any local purchases were to be made by MSD/SPC to ensure continuity of supply (due to noncompliance of Indent/PO/its' amended; delivery schedule); in the ensuing period inclusive of the grace period for delivery from due delivery date, extra expenditure incurred on such local purchases, over the landed cost of relevant SPC main order, shall be recovered from the supplier.
- (ii). If a delivery defaulted (violating delivery schedule in the indent/PO) SPC supplier/his local agent, who participate in an urgent local purchase tender of SPC or MSD for the same item, quoting the same product or any similar product, is bound to supply the local purchase order at the landed cost of the defaulted SPC main order. In violations of the same, the cost difference will be set off from the payments to the supplier of the corresponding SPC main order.

28. In respect of local manufacturers/ local suppliers, all deliveries shall be made only on week days excluding public holidays, also allowing adequate time to enable the completion of the receiving process at MSD stores before 3.30 p.m.
- In the event of failure to meet this deadline due to supplier/s fault (eg. In delivery; time, product, document, etc.) goods shall be accepted on the following working day, such date shall be counted for working out penalties as per No. 26 (regarding defaulted consignment) of the conditions of supply.

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

29. The extension of L/C's overstepping delivery schedules in the Indent/PO/its' amendments, shall not in any way affect the recovery of late delivery charges, as per Condition No. 26 (regarding defaulted consignments) and any other direct or indirect additional costs/liquidated damages, relating/consequent to extension of L/C.
30. When adequate storage space is not available at MSD, to accept a delivery defaulted consignment (deviating from the delivery schedule in the Indent/PO/its' amendments) under the condition No. 26, 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

31. 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.
32. One of the tender samples of the selected bid shall be forwarded to MSD, for using as a reference sample (can make it; a part of the last consignment or a returnable to supplier) for checking the conformity of the consignments received under the indent/PO.(applicable for all surgical items and regular category of laboratory items, when specified in respective order lists). The artwork of the; specimen labels, minimum pack and outer most box/shipper carton, that satisfies the above mentioned labeling conditions, shall also be provided before signing the contract with the performance bond.
33. 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.
34. 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 clause 26 will not be applicable.

Common conditions

35. In addition to the general conditions of supply given herein, item/order-list specific amendments, exclusions or additions to the same, stated in the covering letter of the order list and any other relevant conditions as per the tender document issued by SPC, are also applicable. The order/item specific; new conditions or amendments to General Order Conditions, will be included in the order list itself and as a remark entry in the MSMIS order records.
36. Administrative surcharge of 25%(on the value of goods), will be applied for tender condition violations that cause deficiencies in supply with respect to; quality, standards & specifications, short packing & short supply or delayed delivery as per the cabinet decision. (eg. As in conditions No. 07,05,09,12)

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

(b) Part B –Special Order Conditions (SOC) of supply

Note : SOC's 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. & S.R. No.s, shall be indicated separately against each clause of SOC, with the counter signature of Director (MSD) to make it effective.

Special Conditions for Bidding :

1. Offers should be accompanied with the valid registration certificate (Notary Certified) issued by the National Medicines Regulatory Authority in Sri Lanka formerly Cosmetic Devices and Drugs Authority.
2. Offered item should bear our SR number.
3. If awarded supplier is unable to adhere to 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.

4. **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.**

Comparison of foreign offer and local offer made on Imports & Supply basis will be compared as follows.

Local offers which are for Import & Supply basis will be divided by a hypothetical value for comparison of offers against C & F value based on the HS Code of the item as determined by SPC.

5. **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 Tenders" of the tender document in this regard.**
6. 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. The volume of the total quantity of each item should be given in cubic meters (m³).
7. 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.

Sufficient quantity of Samples should be forwarded for evaluation

8. The original payment receipt for purchasing the bidding document has to be annexed to the offer. Offers without same will be rejected.
9. Procurement Committee has the authority to decide whether pre-shipment/ pre delivery/post delivery samples to be tested. In such cases the supplier will have to bear the cost of testing samples.
10. The bid submitted should be duly signed and endorsed by the Bidder/ Tenderer himself (with the name and designation of the signatory) or by the representative. Representatives submitting offers on behalf of their principals should submit a letter of authorization and power of attorney (if signing on behalf of the principals) and also should submit documentary proof on their registration as per the Act. No. 03 of 1987 with the Department of the Registrar of Companies – Sri Lanka (where applicable).
11. The successful supplier should agree to dispatch by fax/courier a full set of copy document to SPC at least 3 days prior to arrival of consignment in Sri Lanka to prevent any delay in clearance.
Demurrage /additional charges if any which become payable due to supplier's failure to comply with this requirement will be claimed from the supplier.
12. In the event of an award made to you on this tender, SPC reserves 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.
13. **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.**
14. The recommended storage mentioned on the product label should be maintained at transit also and storage condition should be clearly showed on Bill of Lading/Airway Bill and invoice.

15. **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.**

16. All shipments 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 vessel of the Ceylon Shipping Corporation do not call at the Port of shipment or if they are not available for time by shipment of cargo, in which event the supplier should attached a waiver

certificate issued by Ceylon Shipping Corporation or their Authorized Agent in the Supplier's Country.

17. SPC reserves the right to reject offers which do not comply with above conditions.

Amendments to the Bidding Documents for procurement of pharmaceuticals for the Department of Health Services of Government of Sri Lanka (Blue Book). (DPC)

Address to be read as "State Pharmaceuticals Corporation of Sri Lanka, "Mehewara Piyasa", 16th Floor, No. 41, Kirula Road, Colombo 5" mentioned in all specified clauses

Terms and Conditions of Bid/Instructions to Bidders

Page No. 6 Condition No. 8 (BONDS/GUARANTEES) to be amended to read as follows:

- 08.1 Bidders should furnish an unconditional Bid Bond as per **Annex III** encashable on first written demand to the value stated against each item in the **Annex 1** of the Bidding Document.
Bid Bond should be submitted together with the Bid or to reach SPC on or before the closing date and time of Bid. Bids submitted without Bid Bonds, will not be considered.
- 08.2 The Bid Bond should be valid for at least 30 days beyond the validity of the Bid. The amount of bid bond and the date until which the bid should be valid is indicated in the Annex I.

Page No. 8 Condition No. 12 FREE REPLACEMENT to be amended to read as follows:

FREE REPLACEMENT/ REIMBURSEMENT

Page No. 8 Condition No. 12.2 under the Para b) 2nd line delete the words '**replaced or**'

Page No. 14 Condition No. 20 (REGISTRATION) 20.1 (b) to be amended to read as follows:

- (b) **A Certified copy of the NMRA registration Certificate certified by Attorney-at-Law, Commissioner of Oaths or Justice of Peace should be submitted along with the bid.**

Page No. 16 Condition No. 22 (TESTING OF BATCH SAMPLES) 22.1 to be amended to read as follows:

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

<u>ANNEX – 1</u>			
BID NO./BID REFERENCE : (TENDER NO.)			
DATE OF ISSUE :			
CLOSING DATE & TIME : (SRI LANKAN TIME) :			
<hr/>			
<u>ORDER LIST NO. :</u>			
SR No.	Item Description/Specifications	Quantity	Delivery Schedule

..... Nos of Representative samples for the item to be submitted for the evaluation as tender samples.

Amount of Bid Bond : LKR or USD to be submitted along with the Bid

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.

BID FOR THE SUPPLY OF BID NO./BID REFERENCE

Heading of 2 nd Column	FULL DESCRIPTION OF ITEM OFFERED, THE STANDARD AND STORAGE TEMPERATURE
Heading of 11 th Column	NMRA REGISTRATION CERTIFICATE NO. & DATE OF EXPIRY

Amendment to Bidding Document under 'Conditions of Contract'

Page No. 39, Condition No. 8 TERMS OF DELIVERY to be amended to read as,

08 **TERMS OF DELIVERY**

- 8.1 All shipment should be made exclusively on vessels belonging to the Ceylon Shipping Corporation Ltd or those chartered by CSCL. Shipments on other vessels will be permitted in instances where vessel of the Ceylon Shipping Corporation Ltd do not call at the Port of shipment or if they are not available for time by 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.
- 8.2 SPC may nominate Independent Competent Authorities for issue of shipment Inspection Certificate (Certificate of Quality, Quantity and Loading) cost of such certificate should be borne by the supplier.
- 8.3 All items should be shipped to the destination and strictly conform to the delivery dates as per schedule I hereto marked
- 8.4 Delivery of all goods should be within the period of validity of the Letter of Credit, Except in exceptional circumstances no extensions will be granted. Cost of such extension in any would be borne by the supplier.
- 8.5 If the supplier fails to make deliveries within the time specified by the SPC (without prejudice to the other rights of SPC resulting from breach of the contract conditions) May be written notice to the supplier terminate the right of the supplier to proceed with any or all of the remaining part of the contract as provided for in clause 9.1 hereof in addition the SPC reserves the right to purchase from other sources any or all undelivered items and to recover excess costs from the supplier.
- 8.6 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 the grace period shall be considered for acceptance subject to a surcharge to the supplier as stated below ;
 - (a). A surcharge of 0.5% per day of the consignment value, calculated commencing from the 15th day up to 60th day delay from the due delivery date, as per the indent/PO or its' latest amended delivery schedules.
 - (b). When the delay exceeds 60days purchase order will be considered as automatically cancelled, on defaulted performance. In such a situation, MSD reserve the right to recover liquidated damages or to revoke the cancellation (eg. if payments have been released prior to such a cancellation), and accept the consignment subject to a 25% admin surcharge.
- 8.7 In case of local suppliers, requests may be made for supply of goods in more installments than indicated in Annex 1.

Page No. 39 Condition No. 9.2 (Payment) - To be amended to read as follows ;
All payments will be on confirmed irrevocable letter of credit payable at sight/credit.

Please refer Global Bid Document

B: [Global Tender - Bid Document for Pharmaceutical DPC](#)



PROCUREMENT NOTICE - GLOBAL

STATE PHARMACEUTICALS CORPORATION OF SRI LANKA

The Chairman, Procurement Committee of the State Pharmaceuticals Corporation of Sri Lanka will receive sealed bids for supply of following items to the Department of Health Services for year 2022.

Bid Number	Closing Date & Time	Item Description	Date of issue of Bidding Documents from	Non-refundable Bid Fee
DHS/P/WW/275/22	15.07.2021 at 9.00 a.m.	15,000 Tubes of Metronidazole gel 0.75%-1% w/w, 30g tube	02.06.2021	Rs. 3,000/= + 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 at the Head Office of the State Pharmaceuticals Corporation of Sri Lanka, "Mehewara Piyasa", 16th Floor, No. 41, Kirula Road, Colombo 5. These could be purchased on cash payment of a non-refundable Bid Fee per set as mentioned above. Offers received without enclosing original payment receipt are liable to be rejected.

Wherever applicable 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 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 DEPARTMENTAL PROCUREMENT COMMITTEE
STATE PHARMACEUTICALS CORPORATION OF SRI LANKA
"MEHEWARA PIYASA", 26TH FLOOR
NO. 41, KIRULA ROAD
COLOMBO 5.
SRI LANKA.

FAX : 00 94-11- 2582496
TELEPHONE : 00 94-11- 2582509
E-MAIL : pharma.manager@spc.lk

GENERAL MANAGER
STATE PHARMACEUTICALS CORPORATION OF SRI LANKA
FOR CHAIRMAN DEPARTMENTAL PROCUREMENT COMMITTEE
"MEHEWARA PIYASA", 26TH FLOOR
NO. 41, KIRULA ROAD
COLOMBO 5.

TENDER NO. : DHS/P/WW/275/22
DATE OF ISSUE : 2ND JUNE 2021
CLOSING DATE & TIME : 15TH JULY 2021 AT 09.00 HOURS SRI LANKA TIME

ORDER LIST NO. : 2022/SPC/N/C/P/00009

<u>SR No.</u>	<u>Item Description/ Specification</u>	<u>Quantity</u>	<u>Delivery</u>
01107501	Metronidazole gel 0.75%-1% w/w, 30g tube Metronidazole gel BP/USP 0.75% - 1% w/w, 30g tube Each collapsible 30g tube to contain 0.75% - 1% w/w of Metronidazole BP/USP in a suitable water-soluble basis. Note: 1. Self life of the product should be minimum of 24 months. 2. Each tube should be labeled accordingly Packing : 10 Tubes in a pack	15,000 Tubes	15,000 Tubes – October 2022

Representative Tender samples to be submitted for the evaluation.

The amount of Bid Bond: LKR 60,000.00 or USD 301.00.

Bid Bond should be submitted with valid up to 10.02.2022 together with the bid

Bid should be valid till 11.01.2022.

Non refundable Bid Fee Rs. 3,000.00 + Taxes should be paid in cash to SPC for each set of Tender Documents.

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

CONDITIONS OF SUPPLY

(a) Part A

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

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

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

All possible tender deviations such as Packing, labeling, delivery schedule, storage status, payment mode & conditions, etc., shall be communicated and agreed upon before accepting the tender award by the supplier. Noncompliance of same shall be considered as tender violations, to apply penalty (as clause No. 36).

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

Shelf life & Warrantees.

7. Freshly manufactured stocks of the product shall be supplied; thereby the residual Shelf Life (shelf life remaining at the time of delivery of goods at the MSD stores/ Sri Lanka) of the product, shall be 85% of the product shelf life specified in the 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 is 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, SPC/MSD reserves the right to accept a reduced quantity, that is usable (as per the consumption rate) up to three months before the expiry of same and will subject to application of a penalty (as clause No. 36).

Standards & Quality

8. Standards; In respect of all Pharmaceutical products supplied, shall comply Pharmacopoeial Standards that are indicated in the item specifications, other Pharmacopoeial Standards accepted in the product registration by the National Medicines Regulatory Authority.
9. As per the product registration dossier approved by NMRA, the product information leaflet (PIL) for the Pharmaceutical 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.
10. Withdrawal from use of items due to quality failure found as manufacturer/s fault:
 - (a). In case of batch withdrawal, value of entire batch quantity supplied shall be 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 surcharged 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 or shall conform to the information submitted for waiver of registration granted by NMRA in exceptional circumstances. (refer clause No.23)
- 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.
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. (to be selectively applied for Surgical & Lab items, depending on availability of testing methodology & facilities).
- If the sample is found to be substandard, random batch samples will be tested from all the batches/lots in the consignment, and entire expenses on such tests, like value of samples, transport, sampling & testing charges, etc, will be recovered from the supplier.
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. In respect of bulk packs (not applicable for blister/strip packs), 'DHS' mark shall be ;
- (a). embossed or printed in case of tablets
 - (b). printed in case of capsules
- Above condition can be waved off, if the quantity in the purchase order is less than 100,000 tablets/capsules, (any exemptions to this condition, is notified in the relevant MSD order list)
16. Each; innermost pack, vial/ampoule, pre-filled syringe or bottle, shall bear the item Description, SR No, Batch No/Lot no., Reference/Catalogue no. (not for pharmaceuticals), Date of Manufacture, Date of Expiry and 'STATE LOGO' of Government of Sri Lanka.
- It is essential to include and exactly match the dates of Expiry (& date of Manufacture (in any form as 'Year & Month' or 'No Exp.'), in the innermost pack and supplier's invoice.
- (Applicability of the innermost pack mentioned in this clause shall be adapted as per the pack specified in the specification.)
17. Description of the Item, SR No, Date of Manufacture, Date of Expiry, Batch No, Name and address of manufacturer and 'STATE LOGO' of Sri Lanka Government shall be clearly marked on the outer covering of the individual/innermost pack containing the minimum unit of measure, including blister & strip cards and on the outer cover of the carton/box. Any deviations of the Date of Manufacture (DOM)/ Date of Expiry (DOE) declared in the offer shall be approved by MSD and DOM & DOE shall consist of at least the year & month.
18. 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.

19. 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).
20. 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

21. 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 °C +/- 2 °C temperature and 75% +/-5% relative humidity. The product storage conditions shall be clearly indicated at all levels of labels/packages/boxes.
22. Maintenance of Cold Chain;
- a. In case of cold storage items, cold chain monitors (temperature recording devices) shall be included for each carton and the cold chain shall be maintained according to the manufacturer's instructions during storage, transport and delivery.
 - b. Supplier shall use suitable prominently visible identification marks of international standard, with appropriate colours and sizes for easy identification of cold cargo. Supplier shall use standardized USB Devices for temperature data logging inside the packages and shall provide free of charge, data logger readers &/ software (reading apps compatible with Windows-07/latest) to wharf department of SPC in advance, to enable examining the maintenance of cold chain in transit, and before taking over the consignment by MSD.
 - c. If the cold chain break is observed at the time of taking over the consignments by MSD, such consignments shall be rejected, indicating the reason on the relevant WDN or copy of the delivery documents. In such an event, the SPC shall arrange necessary cold storage for the consignment until 'observed cold chain break' is investigated leading to acceptance / total rejection of consignment and the expenses 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 cold chain maintenance, to arrive in Sri Lanka during Monday to Thursday to avoid additional demurrage & storage charges during weekends, during which MSD stores is closed. In case of non-compliance of this condition, any additional expenses incurred to MSD and SPC, to Custom clear/store/receive such consignments shall be recovered from the supplier.
23. In respect of the products requiring controlled temperature storage (Eg. < 25 °C, 2-25 °C, 15-20 °C /30 °C, 2-8 °C etc.), supplier shall provide MSD with latest product stability study reports with the invoice of the consignment.(report shall include studies; at 30 °C +/- 2 °C & 75% +/- 5% RH for AC stored items and at 25 °C +/- 2 °C & 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

24. 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. 26 on delayed deliveries, shall be applied.

25. 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.
26. Defaulted consignments with respect to delivery schedule shall only be considered for acceptance, subject to a penalty imposed for the delay due to suppliers fault, allowing a grace period up to two weeks. Consignments delivered after that grace period shall be considered for acceptance subject to a penalty to the supplier as described below ;
- (a). A penalty of 0.5% per day of the consignment value, calculated commencing from the 15th day up to 60th day delay from the due delivery date, as per the indent/PO or its? latest amended delivery schedules.
 - (b). When the delay exceeds 60 days purchase order will be considered as automatically cancelled, on defaulted performance. In such a situation, MSD reserve the right to recover liquidated damages or to revoke the cancellation (eg. if payments have been released prior to such a cancellation), and accept the consignment subject to a 25% admin surcharge.
27. (i). If any local purchases were to be made by MSD/SPC to ensure continuity of supply (due to noncompliance of Indent/PO/its' amended; delivery schedule); in the ensuing period inclusive of the grace period for delivery from due delivery date, extra expenditure incurred on such local purchases, over the landed cost of relevant SPC main order, shall be recovered from the supplier.
- (ii). If a delivery defaulted (violating delivery schedule in the indent/PO) SPC supplier/his local agent, who participate in an urgent local purchase tender of SPC or MSD for the same item, quoting the same product or any similar product, is bound to supply the local purchase order at the landed cost of the defaulted SPC main order. In violations of the same, the cost difference will be set off from the payments to the supplier of the corresponding SPC main order.

28. In respect of local manufacturers/ local suppliers, all deliveries shall be made only on week days excluding public holidays, also allowing adequate time to enable the completion of the receiving process at MSD stores before 3.30 p.m.
- In the event of failure to meet this deadline due to supplier/s fault (eg. In delivery; time, product, document, etc.) goods shall be accepted on the following working day, such date shall be counted for working out penalties as per No. 26 (regarding defaulted consignment) of the conditions of supply.

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

29. The extension of L/C's overstepping delivery schedules in the Indent/PO/its' amendments, shall not in any way affect the recovery of late delivery charges, as per Condition No. 26 (regarding defaulted consignments) and any other direct or indirect additional costs/liquidated damages, relating/consequent to extension of L/C.
30. When adequate storage space is not available at MSD, to accept a delivery defaulted consignment (deviating from the delivery schedule in the Indent/PO/its' amendments) under the condition No. 26, 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

31. 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.
32. One of the tender samples of the selected bid shall be forwarded to MSD, for using as a reference sample (can make it; a part of the last consignment or a returnable to supplier) for checking the conformity of the consignments received under the indent/PO.(applicable for all surgical items and regular category of laboratory items, when specified in respective order lists). The artwork of the; specimen labels, minimum pack and outer most box/shipper carton, that satisfies the above mentioned labeling conditions, shall also be provided before signing the contract with the performance bond.
33. 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.
34. 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 clause 26 will not be applicable.

Common conditions

35. In addition to the general conditions of supply given herein, item/order-list specific amendments, exclusions or additions to the same, stated in the covering letter of the order list and any other relevant conditions as per the tender document issued by SPC, are also applicable. The order/item specific; new conditions or amendments to General Order Conditions, will be included in the order list itself and as a remark entry in the MSMIS order records.
36. Administrative surcharge of 25%(on the value of goods), will be applied for tender condition violations that cause deficiencies in supply with respect to; quality, standards & specifications, short packing & short supply or delayed delivery as per the cabinet decision. (eg. As in conditions No. 07,05,09,12)

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

(b) Part B –Special Order Conditions (SOC) of supply

Note : SOC's 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. & S.R. No.s, shall be indicated separately against each clause of SOC, with the counter signature of Director (MSD) to make it effective.

Special Conditions for Bidding :

1. Offers should be accompanied with the valid registration certificate (Notary Certified) issued by the National Medicines Regulatory Authority in Sri Lanka formerly Cosmetic Devices and Drugs Authority.
2. Offered item should bear our SR number.
3. If awarded supplier is unable to adhere to 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.

4. **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.**

Comparison of foreign offer and local offer made on Imports & Supply basis will be compared as follows.

Local offers which are for Import & Supply basis will be divided by a hypothetical value for comparison of offers against C & F value based on the HS Code of the item as determined by SPC.

5. **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 Tenders" of the tender document in this regard.**
6. 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. The volume of the total quantity of each item should be given in cubic meters (m³).
7. 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.

Sufficient quantity of Samples should be forwarded for evaluation

8. The original payment receipt for purchasing the bidding document has to be annexed to the offer. Offers without same will be rejected.
9. Procurement Committee has the authority to decide whether pre-shipment/ pre delivery/post delivery samples to be tested. In such cases the supplier will have to bear the cost of testing samples.
10. The bid submitted should be duly signed and endorsed by the Bidder/ Tenderer himself (with the name and designation of the signatory) or by the representative. Representatives submitting offers on behalf of their principals should submit a letter of authorization and power of attorney (if signing on behalf of the principals) and also should submit documentary proof on their registration as per the Act. No. 03 of 1987 with the Department of the Registrar of Companies – Sri Lanka (where applicable).
11. The successful supplier should agree to dispatch by fax/courier a full set of copy document to SPC at least 3 days prior to arrival of consignment in Sri Lanka to prevent any delay in clearance.
Demurrage /additional charges if any which become payable due to supplier's failure to comply with this requirement will be claimed from the supplier.
12. In the event of an award made to you on this tender, SPC reserves 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.**
13. **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.**
14. The recommended storage mentioned on the product label should be maintained at transit also and storage condition should be clearly showed on Bill of Lading/Airway Bill and invoice.

15. **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.**

16. All shipments 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 vessel of the Ceylon Shipping Corporation do not call at the Port of shipment or if they are not available for time by shipment of cargo, in which event the supplier should attached a waiver

certificate issued by Ceylon Shipping Corporation or their Authorized Agent in the Supplier's Country.

17. SPC reserves the right to reject offers which do not comply with above conditions.

Amendments to the Bidding Documents for procurement of pharmaceuticals for the Department of Health Services of Government of Sri Lanka (Blue Book). (DPC)

Address to be read as "State Pharmaceuticals Corporation of Sri Lanka, "Mehewara Piyasa", 16th Floor, No. 41, Kirula Road, Colombo 5" mentioned in all specified clauses

Terms and Conditions of Bid/Instructions to Bidders

Page No. 6 Condition No. 8 (BONDS/GUARANTEES) to be amended to read as follows:

- 08.1 Bidders should furnish an unconditional Bid Bond as per **Annex III** encashable on first written demand to the value stated against each item in the **Annex 1** of the Bidding Document.
Bid Bond should be submitted together with the Bid or to reach SPC on or before the closing date and time of Bid. Bids submitted without Bid Bonds, will not be considered.
- 08.2 The Bid Bond should be valid for at least 30 days beyond the validity of the Bid. The amount of bid bond and the date until which the bid should be valid is indicated in the Annex I.

Page No. 8 Condition No. 12 FREE REPLACEMENT to be amended to read as follows:

FREE REPLACEMENT/ REIMBURSEMENT

Page No. 8 Condition No. 12.2 under the Para b) 2nd line delete the words '**replaced or**'

Page No. 14 Condition No. 20 (REGISTRATION) 20.1 (b) to be amended to read as follows:

- (b) **A Certified copy of the NMRA registration Certificate certified by Attorney-at-Law, Commissioner of Oaths or Justice of Peace should be submitted along with the bid.**

Page No. 16 Condition No. 22 (TESTING OF BATCH SAMPLES) 22.1 to be amended to read as follows:

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

<u>ANNEX – 1</u>			
BID NO./BID REFERENCE : (TENDER NO.)			
DATE OF ISSUE :			
CLOSING DATE & TIME : (SRI LANKAN TIME) :			
<hr/>			
<u>ORDER LIST NO. :</u>			
SR No.	Item Description/Specifications	Quantity	Delivery Schedule

..... Nos of Representative samples for the item to be submitted for the evaluation as tender samples.

Amount of Bid Bond : LKR or USD to be submitted along with the Bid

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.

BID FOR THE SUPPLY OF BID NO./BID REFERENCE

Heading of 2 nd Column	FULL DESCRIPTION OF ITEM OFFERED, THE STANDARD AND STORAGE TEMPERATURE
Heading of 11 th Column	NMRA REGISTRATION CERTIFICATE NO. & DATE OF EXPIRY

Amendment to Bidding Document under 'Conditions of Contract'

Page No. 39, Condition No. 8 TERMS OF DELIVERY to be amended to read as,

08 **TERMS OF DELIVERY**

- 8.1 All shipment should be made exclusively on vessels belonging to the Ceylon Shipping Corporation Ltd or those chartered by CSCL. Shipments on other vessels will be permitted in instances where vessel of the Ceylon Shipping Corporation Ltd do not call at the Port of shipment or if they are not available for time by 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.
- 8.2 SPC may nominate Independent Competent Authorities for issue of shipment Inspection Certificate (Certificate of Quality, Quantity and Loading) cost of such certificate should be borne by the supplier.
- 8.3 All items should be shipped to the destination and strictly conform to the delivery dates as per schedule I hereto marked
- 8.4 Delivery of all goods should be within the period of validity of the Letter of Credit, Except in exceptional circumstances no extensions will be granted. Cost of such extension in any would be borne by the supplier.
- 8.5 If the supplier fails to make deliveries within the time specified by the SPC (without prejudice to the other rights of SPC resulting from breach of the contract conditions) May be written notice to the supplier terminate the right of the supplier to proceed with any or all of the remaining part of the contract as provided for in clause 9.1 hereof in addition the SPC reserves the right to purchase from other sources any or all undelivered items and to recover excess costs from the supplier.
- 8.6 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 the grace period shall be considered for acceptance subject to a surcharge to the supplier as stated below ;
 - (a). A surcharge of 0.5% per day of the consignment value, calculated commencing from the 15th day up to 60th day delay from the due delivery date, as per the indent/PO or its' latest amended delivery schedules.
 - (b). When the delay exceeds 60days purchase order will be considered as automatically cancelled, on defaulted performance. In such a situation, MSD reserve the right to recover liquidated damages or to revoke the cancellation (eg. if payments have been released prior to such a cancellation), and accept the consignment subject to a 25% admin surcharge.
- 8.7 In case of local suppliers, requests may be made for supply of goods in more installments than indicated in Annex 1.

Page No. 39 Condition No. 9.2 (Payment) - To be amended to read as follows ;
All payments will be on confirmed irrevocable letter of credit payable at sight/credit.

Please refer Global Bid Document

B: [Global Tender - Bid Document for Pharmaceutical DPC](#)



PROCUREMENT NOTICE - GLOBAL

STATE PHARMACEUTICALS CORPORATION OF SRI LANKA

The Chairman, Procurement Committee of the State Pharmaceuticals Corporation of Sri Lanka will receive sealed bids for supply of following items to the Department of Health Services for year 2022.

Bid Number	Closing Date & Time	Item Description	Date of issue of Bidding Documents from	Non-refundable Bid Fee
DHS/P/WW/274/22	15.07.2021 at 9.00 a.m.	17,000 Tubes of Cetrimide Cream 0.5%, 50g tube	02.06.2021	Rs. 12,500/= + 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 at the Head Office of the State Pharmaceuticals Corporation of Sri Lanka, "Mehewara Piyasa", 16th Floor, No. 41, Kirula Road, Colombo 5. These could be purchased on cash payment of a non-refundable Bid Fee per set as mentioned above. Offers received without enclosing original payment receipt are liable to be rejected.

Wherever applicable 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 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 DEPARTMENTAL PROCUREMENT COMMITTEE
STATE PHARMACEUTICALS CORPORATION OF SRI LANKA
"MEHEWARA PIYASA", 26TH FLOOR
NO. 41, KIRULA ROAD
COLOMBO 5.
SRI LANKA.

FAX : 00 94-11- 2582496
TELEPHONE : 00 94-11- 2582509
E-MAIL : pharma.manager@spc.lk

GENERAL MANAGER
STATE PHARMACEUTICALS CORPORATION OF SRI LANKA
FOR CHAIRMAN DEPARTMENTAL PROCUREMENT COMMITTEE
"MEHEWARA PIYASA", 26TH FLOOR
NO. 41, KIRULA ROAD
COLOMBO 5.

TENDER NO. : DHS/P/WW/274/22
DATE OF ISSUE : 2ND JUNE 2021
CLOSING DATE & TIME : 15TH JULY 2021 AT 09.00 HOURS SRI LANKA TIME

ORDER LIST NO. : 2022/SPC/N/C/P/00009

<u>SR No.</u>	<u>Item Description/ Specification</u>	<u>Quantity</u>	<u>Delivery</u>
01103602	Cetrimide Cream 0.5%, 50g tube Cetrimide Cream BP 0.5%, W/W 50g tube Each 50g collapsible tube to contain 0.5% W/W of Cetrimide BP in suitable cream base. Note: 1.This product should be stable for a minimum of 24 months when stored at a temperature range of 28'C-32'C 2.Each tube should be labelled accordingly. Pack: 50g air-tight, sealed, printed collapsible tube in printed cartons Packing : 10 Tubes in a pack	17,000 Tubes	7,000 Tubes – January 2022 5,000 Tubes – May 2022 5,000 Tubes – September 2022

Representative Tender samples to be submitted for the evaluation.

The amount of Bid Bond: LKR 208,784.00 or USD 1,047.00.

Bid Bond should be submitted with valid up to 10.02.2022 together with the bid

Bid should be valid till 11.01.2022.

Non refundable Bid Fee Rs. 12,500.00 + Taxes should be paid in cash to SPC for each set of Tender Documents.

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

CONDITIONS OF SUPPLY

(a) Part A

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

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

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

All possible tender deviations such as Packing, labeling, delivery schedule, storage status, payment mode & conditions, etc., shall be communicated and agreed upon before accepting the tender award by the supplier. Noncompliance of same shall be considered as tender violations, to apply penalty (as clause No. 36).

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

Shelf life & Warrantees.

7. Freshly manufactured stocks of the product shall be supplied; thereby the residual Shelf Life (shelf life remaining at the time of delivery of goods at the MSD stores/ Sri Lanka) of the product, shall be 85% of the product shelf life specified in the 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 is 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, SPC/MSD reserves the right to accept a reduced quantity, that is usable (as per the consumption rate) up to three months before the expiry of same and will subject to application of a penalty (as clause No. 36).

Standards & Quality

8. Standards; In respect of all Pharmaceutical products supplied, shall comply Pharmacopoeial Standards that are indicated in the item specifications, other Pharmacopoeial Standards accepted in the product registration by the National Medicines Regulatory Authority.
9. As per the product registration dossier approved by NMRA, the product information leaflet (PIL) for the Pharmaceutical 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.
10. Withdrawal from use of items due to quality failure found as manufacturer/s fault:
 - (a). In case of batch withdrawal, value of entire batch quantity supplied shall be 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 surcharged 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 or shall conform to the information submitted for waiver of registration granted by NMRA in exceptional circumstances. (refer clause No.23)
- 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.
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. (to be selectively applied for Surgical & Lab items, depending on availability of testing methodology & facilities).
- If the sample is found to be substandard, random batch samples will be tested from all the batches/lots in the consignment, and entire expenses on such tests, like value of samples, transport, sampling & testing charges, etc, will be recovered from the supplier.
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. In respect of bulk packs (not applicable for blister/strip packs), 'DHS' mark shall be ;
- (a). embossed or printed in case of tablets
 - (b). printed in case of capsules
- Above condition can be waved off, if the quantity in the purchase order is less than 100,000 tablets/capsules, (any exemptions to this condition, is notified in the relevant MSD order list)
16. Each; innermost pack, vial/ampoule, pre-filled syringe or bottle, shall bear the item Description, SR No, Batch No/Lot no., Reference/Catalogue no.(not for pharmaceuticals), Date of Manufacture, Date of Expiry and 'STATE LOGO' of Government of Sri Lanka.
- It is essential to include and exactly match the dates of Expiry (& date of Manufacture (in any form as 'Year & Month' or 'No Exp.'), in the innermost pack and supplier's invoice.
- (Applicability of the innermost pack mentioned in this clause shall be adapted as per the pack specified in the specification.)
17. Description of the Item, SR No, Date of Manufacture, Date of Expiry, Batch No, Name and address of manufacturer and 'STATE LOGO' of Sri Lanka Government shall be clearly marked on the outer covering of the individual/innermost pack containing the minimum unit of measure, including blister & strip cards and on the outer cover of the carton/box. Any deviations of the Date of Manufacture (DOM)/ Date of Expiry (DOE) declared in the offer shall be approved by MSD and DOM & DOE shall consist of at least the year & month.
18. 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.

19. 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).
20. 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

21. 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 °C +/- 2 °C temperature and 75% +/-5% relative humidity. The product storage conditions shall be clearly indicated at all levels of labels/packages/boxes.
22. Maintenance of Cold Chain;
- In case of cold storage items, cold chain monitors (temperature recording devices) shall be included for each carton and the cold chain shall be maintained according to the manufacturer's instructions during storage, transport and delivery.
 - Supplier shall use suitable prominently visible identification marks of international standard, with appropriate colours and sizes for easy identification of cold cargo. Supplier shall use standardized USB Devices for temperature data logging inside the packages and shall provide free of charge, data logger readers &/ software (reading apps compatible with Windows-07/latest) to wharf department of SPC in advance, to enable examining the maintenance of cold chain in transit, and before taking over the consignment by MSD.
 - If the cold chain break is observed at the time of taking over the consignments by MSD, such consignments shall be rejected, indicating the reason on the relevant WDN or copy of the delivery documents. In such an event, the SPC shall arrange necessary cold storage for the consignment until 'observed cold chain break' is investigated leading to acceptance / total rejection of consignment and the expenses born by MSD / SPC in arranging the cold storage shall be recovered from the supplier.
 - The vehicles transporting cold cargo to MSD shall be equipped with temperature monitoring devices and the vehicle shall have NMRA approval for transport of pharmaceuticals.
 - The suppliers shall dispatch consignments of the items, which require cold chain maintenance, to arrive in Sri Lanka during Monday to Thursday to avoid additional demurrage & storage charges during weekends, during which MSD stores is closed. In case of non-compliance of this condition, any additional expenses incurred to MSD and SPC, to Custom clear/store/receive such consignments shall be recovered from the supplier.
23. In respect of the products requiring controlled temperature storage (Eg. < 25 °C, 2-25 °C, 15-20 °C /30 °C, 2-8 °C etc.), supplier shall provide MSD with latest product stability study reports with the invoice of the consignment.(report shall include studies; at 30 °C +/- 2 °C & 75% +/- 5% RH for AC stored items and at 25 °C +/- 2 °C & 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

24. 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. 26 on delayed deliveries, shall be applied.

25. 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.
26. Defaulted consignments with respect to delivery schedule shall only be considered for acceptance, subject to a penalty imposed for the delay due to suppliers fault, allowing a grace period up to two weeks. Consignments delivered after that grace period shall be considered for acceptance subject to a penalty to the supplier as described below ;
- (a). A penalty of 0.5% per day of the consignment value, calculated commencing from the 15th day up to 60th day delay from the due delivery date, as per the indent/PO or its? latest amended delivery schedules.
 - (b). When the delay exceeds 60 days purchase order will be considered as automatically cancelled, on defaulted performance. In such a situation, MSD reserve the right to recover liquidated damages or to revoke the cancellation (eg. if payments have been released prior to such a cancellation), and accept the consignment subject to a 25% admin surcharge.
27. (i). If any local purchases were to be made by MSD/SPC to ensure continuity of supply (due to noncompliance of Indent/PO/its' amended; delivery schedule); in the ensuing period inclusive of the grace period for delivery from due delivery date, extra expenditure incurred on such local purchases, over the landed cost of relevant SPC main order, shall be recovered from the supplier.
- (ii). If a delivery defaulted (violating delivery schedule in the indent/PO) SPC supplier/his local agent, who participate in an urgent local purchase tender of SPC or MSD for the same item, quoting the same product or any similar product, is bound to supply the local purchase order at the landed cost of the defaulted SPC main order. In violations of the same, the cost difference will be set off from the payments to the supplier of the corresponding SPC main order.

28. In respect of local manufacturers/ local suppliers, all deliveries shall be made only on week days excluding public holidays, also allowing adequate time to enable the completion of the receiving process at MSD stores before 3.30 p.m.
- In the event of failure to meet this deadline due to supplier/s fault (eg. In delivery; time, product, document, etc.) goods shall be accepted on the following working day, such date shall be counted for working out penalties as per No. 26 (regarding defaulted consignment) of the conditions of supply.

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

29. The extension of L/C's overstepping delivery schedules in the Indent/PO/its' amendments, shall not in any way affect the recovery of late delivery charges, as per Condition No. 26 (regarding defaulted consignments) and any other direct or indirect additional costs/liquidated damages, relating/consequent to extension of L/C.
30. When adequate storage space is not available at MSD, to accept a delivery defaulted consignment (deviating from the delivery schedule in the Indent/PO/its' amendments) under the condition No. 26, 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

31. 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.
32. One of the tender samples of the selected bid shall be forwarded to MSD, for using as a reference sample (can make it; a part of the last consignment or a returnable to supplier) for checking the conformity of the consignments received under the indent/PO.(applicable for all surgical items and regular category of laboratory items, when specified in respective order lists). The artwork of the; specimen labels, minimum pack and outer most box/shipper carton, that satisfies the above mentioned labeling conditions, shall also be provided before signing the contract with the performance bond.
33. 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.
34. 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 clause 26 will not be applicable.

Common conditions

35. In addition to the general conditions of supply given herein, item/order-list specific amendments, exclusions or additions to the same, stated in the covering letter of the order list and any other relevant conditions as per the tender document issued by SPC, are also applicable. The order/item specific; new conditions or amendments to General Order Conditions, will be included in the order list itself and as a remark entry in the MSMIS order records.
36. Administrative surcharge of 25%(on the value of goods), will be applied for tender condition violations that cause deficiencies in supply with respect to; quality, standards & specifications, short packing & short supply or delayed delivery as per the cabinet decision. (eg. As in conditions No. 07,05,09,12)

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

(b) Part B –Special Order Conditions (SOC) of supply

Note : SOC's 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. & S.R. No.s, shall be indicated separately against each clause of SOC, with the counter signature of Director (MSD) to make it effective.

Special Conditions for Bidding :

1. Offers should be accompanied with the valid registration certificate (Notary Certified) issued by the National Medicines Regulatory Authority in Sri Lanka formerly Cosmetic Devices and Drugs Authority.
2. Offered item should bear our SR number.
3. If awarded supplier is unable to adhere to 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.

4. **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.**

Comparison of foreign offer and local offer made on Imports & Supply basis will be compared as follows.

Local offers which are for Import & Supply basis will be divided by a hypothetical value for comparison of offers against C & F value based on the HS Code of the item as determined by SPC.

5. **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 Tenders" of the tender document in this regard.**
6. 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. The volume of the total quantity of each item should be given in cubic meters (m³).
7. 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.

Sufficient quantity of Samples should be forwarded for evaluation

8. The original payment receipt for purchasing the bidding document has to be annexed to the offer. Offers without same will be rejected.
9. Procurement Committee has the authority to decide whether pre-shipment/ pre delivery/post delivery samples to be tested. In such cases the supplier will have to bear the cost of testing samples.
10. The bid submitted should be duly signed and endorsed by the Bidder/ Tenderer himself (with the name and designation of the signatory) or by the representative. Representatives submitting offers on behalf of their principals should submit a letter of authorization and power of attorney (if signing on behalf of the principals) and also should submit documentary proof on their registration as per the Act. No. 03 of 1987 with the Department of the Registrar of Companies – Sri Lanka (where applicable).
11. The successful supplier should agree to dispatch by fax/courier a full set of copy document to SPC at least 3 days prior to arrival of consignment in Sri Lanka to prevent any delay in clearance.
Demurrage /additional charges if any which become payable due to supplier's failure to comply with this requirement will be claimed from the supplier.
12. In the event of an award made to you on this tender, SPC reserves 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.
13. **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 contract act in accordance with the section 10 of the Public Contract Act and produce such valid original certificate of registration with the bid.**
14. The recommended storage mentioned on the product label should be maintained at transit also and storage condition should be clearly showed on Bill of Lading/Airway Bill and invoice.

15. **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.**

16. All shipments 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 vessel of the Ceylon Shipping Corporation do not call at the Port of shipment or if they are not available for time by shipment of cargo, in which event the supplier should attached a waiver

certificate issued by Ceylon Shipping Corporation or their Authorized Agent in the Supplier's Country.

17. SPC reserves the right to reject offers which do not comply with above conditions.

Amendments to the Bidding Documents for procurement of pharmaceuticals for the Department of Health Services of Government of Sri Lanka (Blue Book). (DPC)

Address to be read as "State Pharmaceuticals Corporation of Sri Lanka, "Mehewara Piyasa", 16th Floor, No. 41, Kirula Road, Colombo 5" mentioned in all specified clauses

Terms and Conditions of Bid/Instructions to Bidders

Page No. 6 Condition No. 8 (BONDS/GUARANTEES) to be amended to read as follows:

- 08.1 Bidders should furnish an unconditional Bid Bond as per **Annex III** encashable on first written demand to the value stated against each item in the **Annex 1** of the Bidding Document.
Bid Bond should be submitted together with the Bid or to reach SPC on or before the closing date and time of Bid. Bids submitted without Bid Bonds, will not be considered.
- 08.2 The Bid Bond should be valid for at least 30 days beyond the validity of the Bid. The amount of bid bond and the date until which the bid should be valid is indicated in the Annex I.

Page No. 8 Condition No. 12 FREE REPLACEMENT to be amended to read as follows:

FREE REPLACEMENT/ REIMBURSEMENT

Page No. 8 Condition No. 12.2 under the Para b) 2nd line delete the words '**replaced or**'

Page No. 14 Condition No. 20 (REGISTRATION) 20.1 (b) to be amended to read as follows:

- (b) **A Certified copy of the NMRA registration Certificate certified by Attorney-at-Law, Commissioner of Oaths or Justice of Peace should be submitted along with the bid.**

Page No. 16 Condition No. 22 (TESTING OF BATCH SAMPLES) 22.1 to be amended to read as follows:

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

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

..... Nos of Representative samples for the item to be submitted for the evaluation as tender samples.

Amount of Bid Bond : LKR or USD to be submitted along with the Bid

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.

<p align="center">BID FOR THE SUPPLY OF BID NO./BID REFERENCE</p>

Heading of 2 nd Column	FULL DESCRIPTION OF ITEM OFFERED, THE STANDARD AND STORAGE TEMPERATURE
Heading of 11 th Column	NMRA REGISTRATION CERTIFICATE NO. & DATE OF EXPIRY

Amendment to Bidding Document under 'Conditions of Contract'

Page No. 39, Condition No. 8 TERMS OF DELIVERY to be amended to read as,

08 TERMS OF DELIVERY

8.1 All shipment should be made exclusively on vessels belonging to the Ceylon Shipping

Corporation Ltd or those chartered by CSCL. Shipments on other vessels will be permitted in instances where vessel of the Ceylon Shipping Corporation Ltd do not call at the Port of shipment or if they are not available for time by 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.

- 8.2 SPC may nominate Independent Competent Authorities for issue of shipment Inspection Certificate (Certificate of Quality, Quantity and Loading) cost of such certificate should be borne by the supplier.
- 8.3 All items should be shipped to the destination and strictly conform to the delivery dates as per schedule I hereto marked
- 8.4 Delivery of all goods should be within the period of validity of the Letter of Credit, Except in exceptional circumstances no extensions will be granted. Cost of such extension in any would be borne by the supplier.
- 8.5 If the supplier fails to make deliveries within the time specified by the SPC (without prejudice to the other rights of SPC resulting from breach of the contract conditions) May be written notice to the supplier terminate the right of the supplier to proceed with any or all of the remaining part of the contract as provided for in clause 9.1 hereof in addition the SPC reserves the right to purchase from other sources any or all undelivered items and to recover excess costs from the supplier.
- 8.6 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 the grace period shall be considered for acceptance subject to a surcharge to the supplier as stated below ;
 - (a). A surcharge of 0.5% per day of the consignment value, calculated commencing from the 15th day up to 60th day delay from the due delivery date, as per the indent/PO or its' latest amended delivery schedules.
 - (b). When the delay exceeds 60days purchase order will be considered as automatically cancelled, on defaulted performance. In such a situation, MSD reserve the right to recover liquidated damages or to revoke the cancellation (eg. if payments have been released prior to such a cancellation), and accept the consignment subject to a 25% admin surcharge.
- 8.7 In case of local suppliers, requests may be made for supply of goods in more installments than indicated in Annex 1.

Page No. 39 Condition No. 9.2 (Payment) - To be amended to read as follows ;
All payments will be on confirmed irrevocable letter of credit payable at sight/credit.

Please refer Global Bid Document

B: [Global Tender - Bid Document for Pharmaceutical DPC](#)



PROCUREMENT NOTICE - GLOBAL

STATE PHARMACEUTICALS CORPORATION OF SRI LANKA

The Chairman, Procurement Committee of the State Pharmaceuticals Corporation of Sri Lanka will receive sealed bids for supply of following items to the Department of Health Services for year 2022.

Bid Number	Closing Date & Time	Item Description	Date of issue of Bidding Documents from	Non-refundable Bid Fee
DHS/P/WW/273/22	15.07.2021 at 9.00 a.m.	15,000 Bottles of Moxifloxacin Preservative free Ophthalmic Solution 0.5%	02.06.2021	Rs. 12,500/= + 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 at the Head Office of the State Pharmaceuticals Corporation of Sri Lanka, "Mehewara Piyasa", 16th Floor, No. 41, Kirula Road, Colombo 5. These could be purchased on cash payment of a non-refundable Bid Fee per set as mentioned above. Offers received without enclosing original payment receipt are liable to be rejected.

Wherever applicable 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 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 DEPARTMENTAL PROCUREMENT COMMITTEE
STATE PHARMACEUTICALS CORPORATION OF SRI LANKA
"MEHEWARA PIYASA", 26TH FLOOR
NO. 41, KIRULA ROAD
COLOMBO 5.
SRI LANKA.

FAX : 00 94-11- 2582496
TELEPHONE : 00 94-11- 2582509
E-MAIL : pharma.manager@spc.lk

GENERAL MANAGER
STATE PHARMACEUTICALS CORPORATION OF SRI LANKA
FOR CHAIRMAN DEPARTMENTAL PROCUREMENT COMMITTEE
"MEHEWARA PIYASA", 26TH FLOOR
NO. 41, KIRULA ROAD
COLOMBO 5.

TENDER NO. : DHS/P/WW/273/22
DATE OF ISSUE : 2ND JUNE 2021
CLOSING DATE & TIME : 15TH JULY 2021 AT 09.00 HOURS SRI LANKA TIME

ORDER LIST NO. : 2022/SPC/N/C/P/00009

<u>SR No.</u>	<u>Item Description/ Specification</u>	<u>Quantity</u>	<u>Delivery</u>
00904102	<p>Moxifloxacin Preservative free Ophthalmic Solution 0.5%</p> <p>Moxifloxacin hydrochloride ophthalmic solution 0.5% w/v , 5ml dropper bottle</p> <p>Each 5ml dropper bottle to contain 0.5% w/v of Moxifloxacin hydrochloride in purified water (Preservative free).</p> <p>Note:</p> <ol style="list-style-type: none"> 1. The tamper - evident container (dropper bottle) should assure the sterility of the product. 2. Each bottle should be packed in light-resistant boxes. 3. Product should be stable for minimum of 24 months when stored at a temperature range of 28'C-32'C 4. Each bottle should be labeled accordingly. <p>Packing : 10 Bottles in a pack</p>	15,000 Bottles	<p>7,500 Bottles – June 2022</p> <p>7,500 Bottles – November 2022</p>

Representative Tender samples to be submitted for the evaluation.

The amount of Bid Bond: LKR 240,000.00 or USD 1,203.00.

Bid Bond should be submitted with valid up to 10.02.2022 together with the bid

Bid should be valid till 11.01.2022.

Non refundable Bid Fee Rs. 12,500.00 + Taxes should be paid in cash to SPC for each set of Tender Documents.

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

CONDITIONS OF SUPPLY

(a) Part A

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

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

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

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

All possible tender deviations such as Packing, labeling, delivery schedule, storage status, payment mode & conditions, etc., shall be communicated and agreed upon before accepting the tender award by the supplier. Noncompliance of same shall be considered as tender violations, to apply penalty (as clause No. 36).

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

Shelf life & Warrantees.

7. Freshly manufactured stocks of the product shall be supplied; thereby the residual Shelf Life (shelf life remaining at the time of delivery of goods at the MSD stores/ Sri Lanka) of the product, shall be 85% of the product shelf life specified in the 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 is 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, SPC/MSD reserves the right to accept a reduced quantity, that is usable (as per the consumption rate) up to three months before the expiry of same and will subject to application of a penalty (as clause No. 36).

Standards & Quality

8. Standards; In respect of all Pharmaceutical products supplied, shall comply Pharmacopoeial Standards that are indicated in the item specifications, other Pharmacopoeial Standards accepted in the product registration by the National Medicines Regulatory Authority.
9. As per the product registration dossier approved by NMRA, the product information leaflet (PIL) for the Pharmaceutical 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.

10. Withdrawal from use of items due to quality failure found as manufacturer/s fault:

- (a). In case of batch withdrawal, value of entire batch quantity supplied shall be 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 surcharged 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 or shall conform to the information submitted for waiver of registration granted by NMRA in exceptional circumstances. (refer clause No.23)

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.

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. (to be selectively applied for Surgical & Lab items, depending on availability of testing methodology & facilities).

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

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. In respect of bulk packs (not applicable for blister/strip packs), 'DHS' mark shall be ;

- (a). embossed or printed in case of tablets
- (b). printed in case of capsules

Above condition can be waved off, if the quantity in the purchase order is less than 100,000 tablets/capsules, (any exemptions to this condition, is notified in the relevant MSD order list)

16. Each; innermost pack, vial/ampoule, pre-filled syringe or bottle, shall bear the item Description, SR No, Batch No/Lot no., Reference/Catalogue no.(not for pharmaceuticals), Date of Manufacture, Date of Expiry and 'STATE LOGO' of Government of Sri Lanka.

It is essential to include and exactly match the dates of Expiry (& date of Manufacture (in any form as 'Year & Month' or 'No Exp.'), in the innermost pack and supplier's invoice.

(Applicability of the innermost pack mentioned in this clause shall be adapted as per the pack specified in the specification.)

17. Description of the Item, SR No, Date of Manufacture, Date of Expiry, Batch No, Name and address of manufacturer and 'STATE LOGO' of Sri Lanka Government shall be clearly marked on the outer covering of the individual/innermost pack containing the minimum unit of measure, including blister & strip cards and on the outer cover of the carton/box. Any deviations of the Date of Manufacture (DOM)/ Date of Expiry (DOE) declared in the offer shall be approved by MSD and DOM & DOE shall consist of at least the year & month.
18. 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.
19. 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).
20. 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

21. 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 °C +/- 2 °C temperature and 75% +/-5% relative humidity. The product storage conditions shall be clearly indicated at all levels of labels/packages/boxes.
22. Maintenance of Cold Chain;
 - a. In case of cold storage items, cold chain monitors (temperature recording devices) shall be included for each carton and the cold chain shall be maintained according to the manufacturer's instructions during storage, transport and delivery.
 - b. Supplier shall use suitable prominently visible identification marks of international standard, with appropriate colours and sizes for easy identification of cold cargo. Supplier shall use standardized USB Devices for temperature data logging inside the packages and shall provide free of charge, data logger readers &/ software (reading apps compatible with Windows-07/latest) to wharf department of SPC in advance, to enable examining the maintenance of cold chain in transit, and before taking over the consignment by MSD.
 - c. If the cold chain break is observed at the time of taking over the consignments by MSD, such consignments shall be rejected, indicating the reason on the relevant WDN or copy of the delivery documents. In such an event, the SPC shall arrange necessary cold storage for the consignment until 'observed cold chain break' is investigated leading to acceptance / total rejection of consignment and the expenses 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 cold chain maintenance, to arrive in Sri Lanka during Monday to Thursday to avoid additional demurrage & storage charges during weekends, during which MSD stores is closed. In case of non-compliance of

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

23. In respect of the products requiring controlled temperature storage (Eg. < 25 °C, 2-25 °C, 15-20 °C /30 °C, 2-8 °C etc.), supplier shall provide MSD with latest product stability study reports with the invoice of the consignment. (report shall include studies; at 30 °C +/- 2 °C & 75% +/- 5% RH for AC stored items and at 25 °C +/- 2 °C & 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

24. 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. 26 on delayed deliveries, shall be applied.

25. 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.

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

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

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

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

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

28. In respect of local manufacturers/ local suppliers, all deliveries shall be made only on week days excluding public holidays, also allowing adequate time to enable the completion of the receiving process at MSD stores before 3.30 p.m.

In the event of failure to meet this deadline due to supplier/s fault (eg. In delivery; time, product, document, etc.) goods shall be accepted on the following working day, such date shall be counted for working out penalties as per No. 26 (regarding defaulted consignment) of the conditions of supply.

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

29. The extension of L/C's overstepping delivery schedules in the Indent/PO/its' amendments, shall not in any way affect the recovery of late delivery charges, as per Condition No. 26 (regarding defaulted consignments) and any other direct or indirect additional costs/liquidated damages, relating/consequent to extension of L/C.
30. When adequate storage space is not available at MSD, to accept a delivery defaulted consignment (deviating from the delivery schedule in the Indent/PO/its' amendments) under the condition No. 26, 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

31. 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.
32. One of the tender samples of the selected bid shall be forwarded to MSD, for using as a reference sample (can make it; a part of the last consignment or a returnable to supplier) for checking the conformity of the consignments received under the indent/PO.(applicable for all surgical items and regular category of laboratory items, when specified in respective order lists). The artwork of the; specimen labels, minimum pack and outer most box/shipper carton, that satisfies the above mentioned labeling conditions, shall also be provided before signing the contract with the performance bond.
33. 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.
34. 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 clause 26 will not be applicable.

Common conditions

35. In addition to the general conditions of supply given herein, item/order-list specific amendments, exclusions or additions to the same, stated in the covering letter of the order list and any other relevant conditions as per the tender document issued by SPC, are also applicable. The order/item specific; new conditions or amendments to General Order Conditions, will be included in the order list itself and as a remark entry in the MSMIS order records.
36. Administrative surcharge of 25%(on the value of goods), will be applied for tender condition violations that cause deficiencies in supply with respect to; quality, standards & specifications, short packing & short supply or delayed delivery as per the cabinet decision. (eg. As in conditions No. 07,05,09,12)

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

(b) Part B –Special Order Conditions (SOC) of supply

Note : SOC's 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. & S.R. No.s, shall be indicated separately against each clause of SOC, with the counter signature of Director (MSD) to make it effective.

Special Conditions for Bidding :

1. Offers should be accompanied with the valid registration certificate (Notary Certified) issued by the National Medicines Regulatory Authority in Sri Lanka formerly Cosmetic Devices and Drugs Authority.
2. Offered item should bear our SR number.
3. If awarded supplier is unable to adhere to 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.
4. **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.**

Comparison of foreign offer and local offer made on Imports & Supply basis will be compared as follows.

Local offers which are for Import & Supply basis will be divided by a hypothetical value for comparison of offers against C & F value based on the HS Code of the item as determined by SPC.

5. **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 Tenders" of the tender document in this regard.**

6. 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. The volume of the total quantity of each item should be given in cubic meters (m³).
7. 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.

Sufficient quantity of Samples should be forwarded for evaluation

8. The original payment receipt for purchasing the bidding document has to be annexed to the offer. Offers without same will be rejected.
9. Procurement Committee has the authority to decide whether pre-shipment/ pre delivery/post delivery samples to be tested. In such cases the supplier will have to bear the cost of testing samples.
10. The bid submitted should be duly signed and endorsed by the Bidder/ Tenderer himself (with the name and designation of the signatory) or by the representative. Representatives submitting offers on behalf of their principals should submit a letter of authorization and power of attorney (if signing on behalf of the principals) and also should submit documentary proof on their registration as per the Act. No. 03 of 1987 with the Department of the Registrar of Companies – Sri Lanka (where applicable).
11. The successful supplier should agree to dispatch by fax/courier a full set of copy document to SPC at least 3 days prior to arrival of consignment in Sri Lanka to prevent any delay in clearance.

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

12. In the event of an award made to you on this tender, SPC reserves 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.
13. **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 contract act in accordance with the section 10 of the Public Contract Act and produce such valid original certificate of registration with the bid.**

14. The recommended storage mentioned on the product label should be maintained at transit also and storage condition should be clearly showed on Bill of Lading/Airway Bill and invoice.

15. 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.

16. All shipments 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 vessel of the Ceylon Shipping Corporation do not call at the Port of shipment or if they are not available for time by shipment of cargo, in which event the supplier should attached a waiver certificate issued by Ceylon Shipping Corporation or their Authorized Agent in the Supplier's Country.

17. SPC reserves the right to reject offers which do not comply with above conditions.

Amendments to the Bidding Documents for procurement of pharmaceuticals for the Department of Health Services of Government of Sri Lanka (Blue Book). (DPC)

Address to be read as "State Pharmaceuticals Corporation of Sri Lanka, "Mehewara Piyasa", 16th Floor, No. 41, Kirula Road, Colombo 5" mentioned in all specified clauses

Terms and Conditions of Bid/Instructions to Bidders

Page No. 6 Condition No. 8 (BONDS/GUARANTEES) to be amended to read as follows:

- 08.1 Bidders should furnish an unconditional Bid Bond as per **Annex III** encashable on first written demand to the value stated against each item in the **Annex 1** of the Bidding Document.
Bid Bond should be submitted together with the Bid or to reach SPC on or before the closing date and time of Bid. Bids submitted without Bid Bonds, will not be considered.
- 08.2 The Bid Bond should be valid for at least 30 days beyond the validity of the Bid. The amount of bid bond and the date until which the bid should be valid is indicated in the Annex I.

Page No. 8 Condition No. 12 FREE REPLACEMENT to be amended to read as follows:

FREE REPLACEMENT/ REIMBURSEMENT

Page No. 8 Condition No. 12.2 under the Para b) 2nd line delete the words 'replaced or'

Page No. 14 Condition No. 20 (REGISTRATION) 20.1 (b) to be amended to read as follows:

- (b) **A Certified copy of the NMRA registration Certificate certified by Attorney-at-Law, Commissioner of Oaths or Justice of Peace should be submitted along with the bid.**

Page No. 16 Condition No. 22 (TESTING OF BATCH SAMPLES) 22.1 to be amended to read as follows:

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

<u>ANNEX – 1</u>			
BID NO./BID REFERENCE : (TENDER NO.)			
DATE OF ISSUE :			
CLOSING DATE & TIME : (SRI LANKAN TIME) :			
<hr/>			
<u>ORDER LIST NO. :</u>			
SR No.	Item Description/Specifications	Quantity	Delivery Schedule
<p>..... Nos of Representative samples for the item to be submitted for the evaluation as tender samples.</p> <p>Amount of Bid Bond : LKR or USD to be submitted along with the Bid</p> <p>Bid Bond valid till (date)</p> <p>Bid validity period : Bid should be valid till (date)</p> <p>Bid Document Fee :</p> <p>(should be paid in cash to SPC for each set of Bid Documents).</p> <p><u>MSD CONDITIONS OF SUPPLY</u></p> <p>1.</p> <p>2.</p>			

BID FOR THE SUPPLY OF BID NO./BID REFERENCE

Heading of 2 nd Column	FULL DESCRIPTION OF ITEM OFFERED, THE STANDARD AND STORAGE TEMPERATURE
Heading of 11 th Column	NMRA REGISTRATION CERTIFICATE NO. & DATE OF EXPIRY

Amendment to Bidding Document under 'Conditions of Contract'

Page No. 39, Condition No. 8 TERMS OF DELIVERY to be amended to read as,

08 **TERMS OF DELIVERY**

- 8.1 All shipment should be made exclusively on vessels belonging to the Ceylon Shipping Corporation Ltd or those chartered by CSCL. Shipments on other vessels will be permitted in instances where vessel of the Ceylon Shipping Corporation Ltd do not call at the Port of shipment or if they are not available for time by 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.
- 8.2 SPC may nominate Independent Competent Authorities for issue of shipment Inspection Certificate (Certificate of Quality, Quantity and Loading) cost of such certificate should be borne by the supplier.
- 8.3 All items should be shipped to the destination and strictly conform to the delivery dates as per schedule I hereto marked
- 8.4 Delivery of all goods should be within the period of validity of the Letter of Credit, Except in exceptional circumstances no extensions will be granted. Cost of such extension in any would be borne by the supplier.
- 8.5 If the supplier fails to make deliveries within the time specified by the SPC (without prejudice to the other rights of SPC resulting from breach of the contract conditions) May be written notice to the supplier terminate the right of the supplier to proceed with any or all of the remaining part of the contract as provided for in clause 9.1 hereof in addition the SPC reserves the right to purchase from other sources any or all undelivered items and to recover excess costs from the supplier.
- 8.6 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 the grace period shall be considered for acceptance subject to a surcharge to the supplier as stated below ;
- (a). A surcharge of 0.5% per day of the consignment value, calculated commencing from the 15th day up to 60th day delay from the due delivery date, as per the indent/PO or its' latest amended delivery schedules.
- (b). When the delay exceeds 60days purchase order will be considered as automatically cancelled, on defaulted performance. In such a situation, MSD reserve the right to recover liquidated damages or to revoke the cancellation (eg. if payments have been released prior to such a cancellation), and accept the consignment subject to a 25% admin surcharge.
- 8.7 In case of local suppliers, requests may be made for supply of goods in more installments than indicated in Annex 1.

Page No. 39 Condition No. 9.2 (Payment) - To be amended to read as follows ;
All payments will be on confirmed irrevocable letter of credit payable at sight/credit.

Please refer Global Bid Document

B: [Global Tender - Bid Document for Pharmaceutical DPC](#)



PROCUREMENT NOTICE - GLOBAL

STATE PHARMACEUTICALS CORPORATION OF SRI LANKA

The Chairman, Procurement Committee of the State Pharmaceuticals Corporation of Sri Lanka will receive sealed bids for supply of following items to the Department of Health Services for year 2022.

Bid Number	Closing Date & Time	Item Description	Date of issue of Bidding Documents from	Non-refundable Bid Fee
DHS/P/WW/272/22	15.07.2021 at 9.00 a.m.	11,000 Vials of Trypan Blue Ophthalmic Solution 0.06%-0.08%, 1ml	02.06.2021	Rs. 3,000/= + 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 at the Head Office of the State Pharmaceuticals Corporation of Sri Lanka, "Mehewara Piyasa", 16th Floor, No. 41, Kirula Road, Colombo 5. These could be purchased on cash payment of a non-refundable Bid Fee per set as mentioned above. Offers received without enclosing original payment receipt are liable to be rejected.

Wherever applicable 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 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 DEPARTMENTAL PROCUREMENT COMMITTEE
STATE PHARMACEUTICALS CORPORATION OF SRI LANKA
"MEHEWARA PIYASA", 26TH FLOOR
NO. 41, KIRULA ROAD
COLOMBO 5.
SRI LANKA.

FAX : 00 94-11- 2582496
TELEPHONE : 00 94-11- 2582509
E-MAIL : pharma.manager@spc.lk

GENERAL MANAGER
STATE PHARMACEUTICALS CORPORATION OF SRI LANKA
FOR CHAIRMAN DEPARTMENTAL PROCUREMENT COMMITTEE
"MEHEWARA PIYASA", 26TH FLOOR
NO. 41, KIRULA ROAD
COLOMBO 5.

TENDER NO. : DHS/P/WW/272/22
DATE OF ISSUE : 2ND JUNE 2021
CLOSING DATE & TIME : 15TH JULY 2021 AT 09.00 HOURS SRI LANKA TIME

ORDER LIST NO. : 2022/SPC/N/C/P/00009

<u>SR No.</u>	<u>Item Description/ Specification</u>	<u>Quantity</u>	<u>Delivery</u>
00904401	<p>Trypan Blue Ophthalmic Solution 0.06%-0.08%, 1ml</p> <p>Trypan Blue ophthalmic solution 0.06%-0.08%, 1ml vial /PFS</p> <p>Each 1 ml vial / Pre-filled syringe to contain 0.06%-0.08% w/v sterile solution of Trypan Blue</p> <p>Note:</p> <ol style="list-style-type: none"> 1. The tamper evident dropper bottle / Pre-filled syringe should assure the sterility of the product. 2. The product should be stable for a minimum of 02 years when stored at temperature 32'C. 3. Each bottle should be labelled accordingly. <p>Packing : 10 Vials in a pack</p>	11,000 Vials	<p>6,000 Vials – September 2022</p> <p>5,000 Vials – November 2022</p>

Representative Tender samples to be submitted for the evaluation.

Bid Bond should be submitted with valid up to 10.02.2022 together with the bid

Bid should be valid till 11.01.2022.

Non refundable Bid Fee Rs. 3,000.00 + Taxes should be paid in cash to SPC for each set of Tender Documents.

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

CONDITIONS OF SUPPLY

(a) Part A

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

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

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

All possible tender deviations such as Packing, labeling, delivery schedule, storage status, payment mode & conditions, etc., shall be communicated and agreed upon before accepting the tender award by the supplier. Noncompliance of same shall be considered as tender violations, to apply penalty (as clause No. 36).

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

Shelf life & Warrantees.

7. Freshly manufactured stocks of the product shall be supplied; thereby the residual Shelf Life (shelf life remaining at the time of delivery of goods at the MSD stores/ Sri Lanka) of the product, shall be 85% of the product shelf life specified in the 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 is 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, SPC/MSD reserves the right to accept a reduced quantity, that is usable (as per the consumption rate) up to three months before the expiry of same and will subject to application of a penalty (as clause No. 36).

Standards & Quality

8. Standards; In respect of all Pharmaceutical products supplied, shall comply Pharmacopoeial Standards that are indicated in the item specifications, other Pharmacopoeial Standards accepted in the product registration by the National Medicines Regulatory Authority.
9. As per the product registration dossier approved by NMRA, the product information leaflet (PIL) for the Pharmaceutical 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.
10. Withdrawal from use of items due to quality failure found as manufacturer/s fault:
 - (a). In case of batch withdrawal, value of entire batch quantity supplied shall be 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 surcharged 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 or shall conform to the information submitted for waiver of registration granted by NMRA in exceptional circumstances. (refer clause No.23)
- 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.
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. (to be selectively applied for Surgical & Lab items, depending on availability of testing methodology & facilities).
- If the sample is found to be substandard, random batch samples will be tested from all the batches/lots in the consignment, and entire expenses on such tests, like value of samples, transport, sampling & testing charges, etc, will be recovered from the supplier.
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. In respect of bulk packs (not applicable for blister/strip packs), 'DHS' mark shall be ;
- (a). embossed or printed in case of tablets
 - (b). printed in case of capsules
- Above condition can be waved off, if the quantity in the purchase order is less than 100,000 tablets/capsules, (any exemptions to this condition, is notified in the relevant MSD order list)
16. Each; innermost pack, vial/ampoule, pre-filled syringe or bottle, shall bear the item Description, SR No, Batch No/Lot no., Reference/Catalogue no. (not for pharmaceuticals), Date of Manufacture, Date of Expiry and 'STATE LOGO' of Government of Sri Lanka.
- It is essential to include and exactly match the dates of Expiry (& date of Manufacture (in any form as 'Year & Month' or 'No Exp.'), in the innermost pack and supplier's invoice.
- (Applicability of the innermost pack mentioned in this clause shall be adapted as per the pack specified in the specification.)
17. Description of the Item, SR No, Date of Manufacture, Date of Expiry, Batch No, Name and address of manufacturer and 'STATE LOGO' of Sri Lanka Government shall be clearly marked on the outer covering of the individual/innermost pack containing the minimum unit of measure, including blister & strip cards and on the outer cover of the carton/box. Any deviations of the Date of Manufacture (DOM)/ Date of Expiry (DOE) declared in the offer shall be approved by MSD and DOM & DOE shall consist of at least the year & month.
18. 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.

19. 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).
20. 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

21. 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 °C +/- 2 °C temperature and 75% +/-5% relative humidity. The product storage conditions shall be clearly indicated at all levels of labels/packages/boxes.
22. Maintenance of Cold Chain;
- In case of cold storage items, cold chain monitors (temperature recording devices) shall be included for each carton and the cold chain shall be maintained according to the manufacturer's instructions during storage, transport and delivery.
 - Supplier shall use suitable prominently visible identification marks of international standard, with appropriate colours and sizes for easy identification of cold cargo. Supplier shall use standardized USB Devices for temperature data logging inside the packages and shall provide free of charge, data logger readers &/ software (reading apps compatible with Windows-07/latest) to wharf department of SPC in advance, to enable examining the maintenance of cold chain in transit, and before taking over the consignment by MSD.
 - If the cold chain break is observed at the time of taking over the consignments by MSD, such consignments shall be rejected, indicating the reason on the relevant WDN or copy of the delivery documents. In such an event, the SPC shall arrange necessary cold storage for the consignment until 'observed cold chain break' is investigated leading to acceptance / total rejection of consignment and the expenses born by MSD / SPC in arranging the cold storage shall be recovered from the supplier.
 - The vehicles transporting cold cargo to MSD shall be equipped with temperature monitoring devices and the vehicle shall have NMRA approval for transport of pharmaceuticals.
 - The suppliers shall dispatch consignments of the items, which require cold chain maintenance, to arrive in Sri Lanka during Monday to Thursday to avoid additional demurrage & storage charges during weekends, during which MSD stores is closed. In case of non-compliance of this condition, any additional expenses incurred to MSD and SPC, to Custom clear/store/receive such consignments shall be recovered from the supplier.
23. In respect of the products requiring controlled temperature storage (Eg. < 25 °C, 2-25 °C, 15-20 °C /30 °C, 2-8 °C etc.), supplier shall provide MSD with latest product stability study reports with the invoice of the consignment.(report shall include studies; at 30 °C +/- 2 °C & 75% +/- 5% RH for AC stored items and at 25 °C +/- 2 °C & 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

24. 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. 26 on delayed deliveries, shall be applied.

25. 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.

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

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

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

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

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

28. In respect of local manufacturers/ local suppliers, all deliveries shall be made only on week days excluding public holidays, also allowing adequate time to enable the completion of the receiving process at MSD stores before 3.30 p.m.

In the event of failure to meet this deadline due to supplier/s fault (eg. In delivery; time, product, document, etc.) goods shall be accepted on the following working day, such date shall be counted for working out penalties as per No. 26 (regarding defaulted consignment) of the conditions of supply.

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

29. The extension of L/C's overstepping delivery schedules in the Indent/PO/its' amendments, shall not in any way affect the recovery of late delivery charges, as per Condition No. 26 (regarding defaulted consignments) and any other direct or indirect additional costs/liquidated damages, relating/consequent to extension of L/C.

30. When adequate storage space is not available at MSD, to accept a delivery defaulted consignment (deviating from the delivery schedule in the Indent/PO/its' amendments) under the condition No. 26, 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

31. 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.
32. One of the tender samples of the selected bid shall be forwarded to MSD, for using as a reference sample (can make it; a part of the last consignment or a returnable to supplier) for checking the conformity of the consignments received under the indent/PO.(applicable for all surgical items and regular category of laboratory items, when specified in respective order lists). The artwork of the; specimen labels, minimum pack and outer most box/shipper carton, that satisfies the above mentioned labeling conditions, shall also be provided before signing the contract with the performance bond.
33. 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.
34. 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 clause 26 will not be applicable.

Common conditions

35. In addition to the general conditions of supply given herein, item/order-list specific amendments, exclusions or additions to the same, stated in the covering letter of the order list and any other relevant conditions as per the tender document issued by SPC, are also applicable. The order/item specific; new conditions or amendments to General Order Conditions, will be included in the order list itself and as a remark entry in the MSMIS order records.
36. Administrative surcharge of 25%(on the value of goods), will be applied for tender condition violations that cause deficiencies in supply with respect to; quality, standards & specifications, short packing & short supply or delayed delivery as per the cabinet decision. (eg. As in conditions No. 07,05,09,12)

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

(b) Part B –Special Order Conditions (SOC) of supply

Note : SOC's 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. & S.R. No.s, shall be indicated separately against each clause of SOC, with the counter signature of Director (MSD) to make it effective.

Special Conditions for Bidding :

1. Offers should be accompanied with the valid registration certificate (Notary Certified) issued by the National Medicines Regulatory Authority in Sri Lanka formerly Cosmetic Devices and Drugs Authority.
2. Offered item should bear our SR number.
3. If awarded supplier is unable to adhere to 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.

4. **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.**

Comparison of foreign offer and local offer made on Imports & Supply basis will be compared as follows.

Local offers which are for Import & Supply basis will be divided by a hypothetical value for comparison of offers against C & F value based on the HS Code of the item as determined by SPC.

5. **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 Tenders" of the tender document in this regard.**
6. 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. The volume of the total quantity of each item should be given in cubic meters (m³).
7. 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.

Sufficient quantity of Samples should be forwarded for evaluation

8. The original payment receipt for purchasing the bidding document has to be annexed to the offer. Offers without same will be rejected.
9. Procurement Committee has the authority to decide whether pre-shipment/ pre delivery/post delivery samples to be tested. In such cases the supplier will have to bear the cost of testing samples.
10. The bid submitted should be duly signed and endorsed by the Bidder/ Tenderer himself (with the name and designation of the signatory) or by the representative. Representatives submitting offers on behalf of their principals should submit a letter of authorization and power of attorney (if signing on behalf of the principals) and also should submit documentary proof on their registration as per the Act. No. 03 of 1987 with the Department of the Registrar of Companies – Sri Lanka (where applicable).
11. The successful supplier should agree to dispatch by fax/courier a full set of copy document to SPC at least 3 days prior to arrival of consignment in Sri Lanka to prevent any delay in clearance.
Demurrage /additional charges if any which become payable due to supplier's failure to comply with this requirement will be claimed from the supplier.
12. In the event of an award made to you on this tender, SPC reserves 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.**
13. **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.**
14. The recommended storage mentioned on the product label should be maintained at transit also and storage condition should be clearly showed on Bill of Lading/Airway Bill and invoice.

15. **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.**

16. All shipments 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 vessel of the Ceylon Shipping Corporation do not call at the Port of shipment or if they are not available for time by shipment of cargo, in which event the supplier should attached a waiver

certificate issued by Ceylon Shipping Corporation or their Authorized Agent in the Supplier's Country.

17. SPC reserves the right to reject offers which do not comply with above conditions.

Amendments to the Bidding Documents for procurement of pharmaceuticals for the Department of Health Services of Government of Sri Lanka (Blue Book). (DPC)

Address to be read as "State Pharmaceuticals Corporation of Sri Lanka, "Mehewara Piyasa", 16th Floor, No. 41, Kirula Road, Colombo 5" mentioned in all specified clauses

Terms and Conditions of Bid/Instructions to Bidders

Page No. 6 Condition No. 8 (BONDS/GUARANTEES) to be amended to read as follows:

- 08.1 Bidders should furnish an unconditional Bid Bond as per **Annex III** encashable on first written demand to the value stated against each item in the **Annex 1** of the Bidding Document.
Bid Bond should be submitted together with the Bid or to reach SPC on or before the closing date and time of Bid. Bids submitted without Bid Bonds, will not be considered.
- 08.2 The Bid Bond should be valid for at least 30 days beyond the validity of the Bid. The amount of bid bond and the date until which the bid should be valid is indicated in the Annex I.

Page No. 8 Condition No. 12 FREE REPLACEMENT to be amended to read as follows:

FREE REPLACEMENT/ REIMBURSEMENT

Page No. 8 Condition No. 12.2 under the Para b) 2nd line delete the words 'replaced or'

Page No. 14 Condition No. 20 (REGISTRATION) 20.1 (b) to be amended to read as follows:

- (b) **A Certified copy of the NMRA registration Certificate certified by Attorney-at-Law, Commissioner of Oaths or Justice of Peace should be submitted along with the bid.**

Page No. 16 Condition No. 22 (TESTING OF BATCH SAMPLES) 22.1 to be amended to read as follows:

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

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

..... Nos of Representative samples for the item to be submitted for the evaluation as tender samples.

Amount of Bid Bond : LKR or USD to be submitted along with the Bid

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.

BID FOR THE SUPPLY OF BID NO./BID REFERENCE

Heading of 2 nd Column	FULL DESCRIPTION OF ITEM OFFERED, THE STANDARD AND STORAGE TEMPERATURE
Heading of 11 th Column	NMRA REGISTRATION CERTIFICATE NO. & DATE OF EXPIRY

Amendment to Bidding Document under 'Conditions of Contract'

Page No. 39, Condition No. 8 TERMS OF DELIVERY to be amended to read as,

08 TERMS OF DELIVERY

8.1 All shipment should be made exclusively on vessels belonging to the Ceylon Shipping

Corporation Ltd or those chartered by CSCL. Shipments on other vessels will be permitted in instances where vessel of the Ceylon Shipping Corporation Ltd do not call at the Port of shipment or if they are not available for time by 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.

- 8.2 SPC may nominate Independent Competent Authorities for issue of shipment Inspection Certificate (Certificate of Quality, Quantity and Loading) cost of such certificate should be borne by the supplier.
- 8.3 All items should be shipped to the destination and strictly conform to the delivery dates as per schedule I hereto marked
- 8.4 Delivery of all goods should be within the period of validity of the Letter of Credit, Except in exceptional circumstances no extensions will be granted. Cost of such extension in any would be borne by the supplier.
- 8.5 If the supplier fails to make deliveries within the time specified by the SPC (without prejudice to the other rights of SPC resulting from breach of the contract conditions) May be written notice to the supplier terminate the right of the supplier to proceed with any or all of the remaining part of the contract as provided for in clause 9.1 hereof in addition the SPC reserves the right to purchase from other sources any or all undelivered items and to recover excess costs from the supplier.
- 8.6 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 the grace period shall be considered for acceptance subject to a surcharge to the supplier as stated below ;
 - (a). A surcharge of 0.5% per day of the consignment value, calculated commencing from the 15th day up to 60th day delay from the due delivery date, as per the indent/PO or its' latest amended delivery schedules.
 - (b). When the delay exceeds 60days purchase order will be considered as automatically cancelled, on defaulted performance. In such a situation, MSD reserve the right to recover liquidated damages or to revoke the cancellation (eg. if payments have been released prior to such a cancellation), and accept the consignment subject to a 25% admin surcharge.
- 8.7 In case of local suppliers, requests may be made for supply of goods in more installments than indicated in Annex 1.

Page No. 39 Condition No. 9.2 (Payment) - To be amended to read as follows ;
All payments will be on confirmed irrevocable letter of credit payable at sight/credit.

Please refer Global Bid Document

B: [Global Tender - Bid Document for Pharmaceutical DPC](#)



PROCUREMENT NOTICE - GLOBAL

STATE PHARMACEUTICALS CORPORATION OF SRI LANKA

The Chairman, Procurement Committee of the State Pharmaceuticals Corporation of Sri Lanka will receive sealed bids for supply of following items to the Department of Health Services for year 2022.

Bid Number	Closing Date & Time	Item Description	Date of issue of Bidding Documents from	Non-refundable Bid Fee
DHS/P/WW/271/22	15.07.2021 at 9.00 a.m.	100,000 Vials of Bimatoprost Ophthalmic Suspension 300mcg/ml, 3ml	02.06.2021	Rs. 3,000/= + 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 at the Head Office of the State Pharmaceuticals Corporation of Sri Lanka, "Mehewara Piyasa", 16th Floor, No. 41, Kirula Road, Colombo 5. These could be purchased on cash payment of a non-refundable Bid Fee per set as mentioned above. Offers received without enclosing original payment receipt are liable to be rejected.

Wherever applicable 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 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 DEPARTMENTAL PROCUREMENT COMMITTEE
STATE PHARMACEUTICALS CORPORATION OF SRI LANKA
"MEHEWARA PIYASA", 26TH FLOOR
NO. 41, KIRULA ROAD
COLOMBO 5.
SRI LANKA.

FAX : 00 94-11- 2582496
TELEPHONE : 00 94-11- 2582509
E-MAIL : pharma.manager@spc.lk

GENERAL MANAGER
STATE PHARMACEUTICALS CORPORATION OF SRI LANKA
FOR CHAIRMAN DEPARTMENTAL PROCUREMENT COMMITTEE
"MEHEWARA PIYASA", 26TH FLOOR
NO. 41, KIRULA ROAD
COLOMBO 5.

TENDER NO. : DHS/P/WW/271/22
DATE OF ISSUE : 2ND JUNE 2021
CLOSING DATE & TIME : 15TH JULY 2021 AT 09.00 HOURS SRI LANKA TIME

ORDER LIST NO. : 2022/SPC/N/C/P/00009

<u>SR No.</u>	<u>Item Description/ Specification</u>	<u>Quantity</u>	<u>Delivery</u>
00902901	Bimatoprost Ophthalmic Suspension 300mcg/ml, 3ml Bimatoprost ophthalmic suspension 300mcg/ml, 3ml dropper bottle Each 3ml dropper bottle to contain 300mcg/ml of Bimatoprost for ophthalmic use Note: 01.The tamper - evident container (dropper bottle) should assure the sterility of the product. 02.The shelf life of the product should be minimum of 24 months 03.Each dropper bottle should be labelled accordingly Packing : 10 Vials in a pack	100,000 Vials	50,000 Vials – June 2022 50,000 Vials – September 2022

Representative Tender samples to be submitted for the evaluation.

Bid Bond should be submitted with valid up to 10.02.2022 together with the bid

Bid should be valid till 11.01.2022.

Non refundable Bid Fee Rs. 3,000.00 + Taxes should be paid in cash to SPC for each set of Tender Documents.

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

CONDITIONS OF SUPPLY

(a) Part A

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

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

4. The number of batches per consignment shall be minimal. Batch quantity shall be an equal multiple of the quantity of the consignment and the proportionate size of the batch quantity shall be not less than 15% of the quantity in the consignment.
5. If MSD decides to accept a part or full consignment, with deviations from certain tender conditions (eg: with regard to labeling/packaging etc.) due to an urgency, that shall be done subject to, either rectifying the defect within 05 working days by the supplier, or recovering the total cost [a] of rectifying the defect by MSD (via a duly contracted third party providing such services), from the supplier with a 25% surcharge on the labeling cost. (total charge = $[a]+[a]\times 0.25$) or 2% of the invoiced value, whichever is the highest.

All possible tender deviations such as Packing, labeling, delivery schedule, storage status, payment mode & conditions, etc., shall be communicated and agreed upon before accepting the tender award by the supplier. Noncompliance of same shall be considered as tender violations, to apply penalty (as clause No. 36).

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

Shelf life & Warrantees.

7. Freshly manufactured stocks of the product shall be supplied; thereby the residual Shelf Life (shelf life remaining at the time of delivery of goods at the MSD stores/ Sri Lanka) of the product, shall be 85% of the product shelf life specified in the 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 is 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 $1/6^{\text{th}}$ (one sixth) of the original product shelf life.
 - (b) In the violation of the above tender condition, SPC/MSD reserves the right to accept a reduced quantity, that is usable (as per the consumption rate) up to three months before the expiry of same and will subject to application of a penalty (as clause No. 36).

Standards & Quality

8. Standards; In respect of all Pharmaceutical products supplied, shall comply Pharmacopoeial Standards that are indicated in the item specifications, other Pharmacopoeial Standards accepted in the product registration by the National Medicines Regulatory Authority.
9. As per the product registration dossier approved by NMRA, the product information leaflet (PIL) for the Pharmaceutical 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.
10. Withdrawal from use of items due to quality failure found as manufacturer/s fault:

- (a). In case of batch withdrawal, value of entire batch quantity supplied shall be 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 surcharged 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 or shall conform to the information submitted for waiver of registration granted by NMRA in exceptional circumstances. (refer clause No.23)

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.

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. (to be selectively applied for Surgical & Lab items, depending on availability of testing methodology & facilities).

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

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. In respect of bulk packs (not applicable for blister/strip packs), 'DHS' mark shall be ;
- (a). embossed or printed in case of tablets
 - (b). printed in case of capsules
- Above condition can be waved off, if the quantity in the purchase order is less than 100,000 tablets/capsules, (any exemptions to this condition, is notified in the relevant MSD order list)
16. Each; innermost pack, vial/ampoule, pre-filled syringe or bottle, shall bear the item Description, SR No, Batch No/Lot no., Reference/Catalogue no.(not for pharmaceuticals), Date of Manufacture, Date of Expiry and 'STATE LOGO' of Government of Sri Lanka.
- It is essential to include and exactly match the dates of Expiry (& date of Manufacture (in any form as 'Year & Month' or 'No Exp.'), in the innermost pack and supplier's invoice.
- (Applicability of the innermost pack mentioned in this clause shall be adapted as per the pack specified in the specification.)
17. Description of the Item, SR No, Date of Manufacture, Date of Expiry, Batch No, Name and address of manufacturer and 'STATE LOGO' of Sri Lanka Government shall be clearly marked on the outer covering of the individual/innermost pack containing the minimum unit of measure, including blister & strip cards and on the outer cover of the carton/box. Any deviations of the Date of Manufacture (DOM)/ Date of Expiry (DOE)declared in the offer shall be approved by MSD and DOM & DOE shall consist of at least the year & month.

18. 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.
19. 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).
20. 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

21. 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 °C +/- 2 °C temperature and 75% +/-5% relative humidity. The product storage conditions shall be clearly indicated at all levels of labels/packages/boxes.
22. Maintenance of Cold Chain;
 - a. In case of cold storage items, cold chain monitors (temperature recording devices) shall be included for each carton and the cold chain shall be maintained according to the manufacturer's instructions during storage, transport and delivery.
 - b. Supplier shall use suitable prominently visible identification marks of international standard, with appropriate colours and sizes for easy identification of cold cargo. Supplier shall use standardized USB Devices for temperature data logging inside the packages and shall provide free of charge, data logger readers &/ software (reading apps compatible with Windows-07/latest) to wharf department of SPC in advance, to enable examining the maintenance of cold chain in transit, and before taking over the consignment by MSD.
 - c. If the cold chain break is observed at the time of taking over the consignments by MSD, such consignments shall be rejected, indicating the reason on the relevant WDN or copy of the delivery documents. In such an event, the SPC shall arrange necessary cold storage for the consignment until 'observed cold chain break' is investigated leading to acceptance / total rejection of consignment and the expenses 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 cold chain maintenance, to arrive in Sri Lanka during Monday to Thursday to avoid additional demurrage & storage charges during weekends, during which MSD stores is closed. In case of non-compliance of this condition, any additional expenses incurred to MSD and SPC, to Custom clear/store/receive such consignments shall be recovered from the supplier.
23. In respect of the products requiring controlled temperature storage (Eg. < 25 °C, 2-25 °C, 15-20 °C /30 °C, 2-8 °C etc.), supplier shall provide MSD with latest product stability study reports with the invoice of the consignment.(report shall include studies; at 30 °C +/- 2 °C & 75% +/- 5% RH for AC stored items and at 25 °C +/- 2 °C & 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

24. 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. 26 on delayed deliveries, shall be applied.

25. 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.

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

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

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

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

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

28. In respect of local manufacturers/ local suppliers, all deliveries shall be made only on week days excluding public holidays, also allowing adequate time to enable the completion of the receiving process at MSD stores before 3.30 p.m.

In the event of failure to meet this deadline due to supplier/s fault (eg. In delivery; time, product, document, etc.) goods shall be accepted on the following working day, such date shall be counted for working out penalties as per No. 26 (regarding defaulted consignment) of the conditions of supply.

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

29. The extension of L/C's overstepping delivery schedules in the Indent/PO/its' amendments, shall not in any way affect the recovery of late delivery charges, as per Condition No. 26 (regarding defaulted consignments) and any other direct or indirect additional costs/liquidated damages, relating/consequent to extension of L/C.

30. When adequate storage space is not available at MSD, to accept a delivery defaulted consignment (deviating from the delivery schedule in the Indent/PO/its' amendments) under the condition No. 26, 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

31. 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.
32. One of the tender samples of the selected bid shall be forwarded to MSD, for using as a reference sample (can make it; a part of the last consignment or a returnable to supplier) for checking the conformity of the consignments received under the indent/PO.(applicable for all surgical items and regular category of laboratory items, when specified in respective order lists). The artwork of the; specimen labels, minimum pack and outer most box/shipper carton, that satisfies the above mentioned labeling conditions, shall also be provided before signing the contract with the performance bond.
33. 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.
34. 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 clause 26 will not be applicable.

Common conditions

35. In addition to the general conditions of supply given herein, item/order-list specific amendments, exclusions or additions to the same, stated in the covering letter of the order list and any other relevant conditions as per the tender document issued by SPC, are also applicable. The order/item specific; new conditions or amendments to General Order Conditions, will be included in the order list itself and as a remark entry in the MSMIS order records.
36. Administrative surcharge of 25%(on the value of goods), will be applied for tender condition violations that cause deficiencies in supply with respect to; quality, standards & specifications, short packing & short supply or delayed delivery as per the cabinet decision. (eg. As in conditions No. 07,05,09,12)

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

(b) Part B –Special Order Conditions (SOC) of supply

Note : SOC's 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. & S.R. No.s, shall be indicated separately against each clause of SOC, with the counter signature of Director (MSD) to make it effective.

Special Conditions for Bidding :

1. Offers should be accompanied with the valid registration certificate (Notary Certified) issued by the National Medicines Regulatory Authority in Sri Lanka formerly Cosmetic Devices and Drugs Authority.
2. Offered item should bear our SR number.

3. If awarded supplier is unable to adhere to 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.
4. **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.**

Comparison of foreign offer and local offer made on Imports & Supply basis will be compared as follows.

Local offers which are for Import & Supply basis will be divided by a hypothetical value for comparison of offers against C & F value based on the HS Code of the item as determined by SPC.

5. **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 Tenders" of the tender document in this regard.**

6. 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. The volume of the total quantity of each item should be given in cubic meters (m³).
7. 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.

Sufficient quantity of Samples should be forwarded for evaluation

8. The original payment receipt for purchasing the bidding document has to be annexed to the offer. Offers without same will be rejected.
9. Procurement Committee has the authority to decide whether pre-shipment/ pre delivery/post delivery samples to be tested. In such cases the supplier will have to bear the cost of testing samples.
10. The bid submitted should be duly signed and endorsed by the Bidder/ Tenderer himself (with the name and designation of the signatory) or by the representative. Representatives submitting offers on behalf of their principals should submit a letter of authorization and power of attorney (if signing on behalf of the principals) and also should submit documentary proof on their registration as per the Act. No. 03 of 1987 with the Department of the Registrar of Companies – Sri Lanka (where applicable).
11. The successful supplier should agree to dispatch by fax/courier a full set of copy document to SPC at least 3 days prior to arrival of consignment in Sri Lanka to prevent any delay in clearance.

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

12. In the event of an award made to you on this tender, SPC reserves 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.**
13. **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.**
14. The recommended storage mentioned on the product label should be maintained at transit also and storage condition should be clearly showed on Bill of Lading/Airway Bill and invoice.

15. **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.**

16. All shipments 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 vessel of the Ceylon Shipping Corporation do not call at the Port of shipment or if they are not available for time by shipment of cargo, in which event the supplier should attached a waiver certificate issued by Ceylon Shipping Corporation or their Authorized Agent in the Supplier's Country.

17. SPC reserves the right to reject offers which do not comply with above conditions.

Amendments to the Bidding Documents for procurement of pharmaceuticals for the Department of Health Services of Government of Sri Lanka (Blue Book). (DPC)

Address to be read as "State Pharmaceuticals Corporation of Sri Lanka, "Mehewara Piyasa", 16th Floor, No. 41, Kirula Road, Colombo 5" mentioned in all specified clauses

Terms and Conditions of Bid/Instructions to Bidders

Page No. 6 Condition No. 8 (BONDS/GUARANTEES) to be amended to read as follows:

- 08.1 Bidders should furnish an unconditional Bid Bond as per **Annex III** encashable on first written demand to the value stated against each item in the **Annex 1** of the Bidding Document.
Bid Bond should be submitted together with the Bid or to reach SPC on or before the closing date and time of Bid. Bids submitted without Bid Bonds, will not be considered.
- 08.2 The Bid Bond should be valid for at least 30 days beyond the validity of the Bid. The amount of bid bond and the date until which the bid should be valid is indicated in the Annex I.

Page No. 8 Condition No. 12 FREE REPLACEMENT to be amended to read as follows:

FREE REPLACEMENT/ REIMBURSEMENT

Page No. 8 Condition No. 12.2 under the Para b) 2nd line delete the words '**replaced or**'

Page No. 14 Condition No. 20 (REGISTRATION) 20.1 (b) to be amended to read as follows:

- (b) **A Certified copy of the NMRA registration Certificate certified by Attorney-at-Law, Commissioner of Oaths or Justice of Peace should be submitted along with the bid.**

Page No. 16 Condition No. 22 (TESTING OF BATCH SAMPLES) 22.1 to be amended to read as follows:

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

<u>ANNEX – 1</u>			
BID NO./BID REFERENCE : (TENDER NO.)			
DATE OF ISSUE :			
CLOSING DATE & TIME : (SRI LANKAN TIME) :			
<hr/>			
<u>ORDER LIST NO. :</u>			
SR No.	Item Description/Specifications	Quantity	Delivery Schedule
<p>..... Nos of Representative samples for the item to be submitted for the evaluation as tender samples.</p> <p>Amount of Bid Bond : LKR or USD to be submitted along with the Bid</p> <p>Bid Bond valid till (date)</p> <p>Bid validity period : Bid should be valid till (date)</p> <p>Bid Document Fee :</p> <p>(should be paid in cash to SPC for each set of Bid Documents).</p> <p><u>MSD CONDITIONS OF SUPPLY</u></p> <p>1.</p> <p>2.</p>			

BID FOR THE SUPPLY OF BID NO./BID REFERENCE

Heading of 2 nd Column	FULL DESCRIPTION OF ITEM OFFERED, THE STANDARD AND STORAGE TEMPERATURE
Heading of 11 th Column	NMRA REGISTRATION CERTIFICATE NO. & DATE OF EXPIRY

Amendment to Bidding Document under 'Conditions of Contract'

Page No. 39, Condition No. 8 TERMS OF DELIVERY to be amended to read as,

08 **TERMS OF DELIVERY**

- 8.1 All shipment should be made exclusively on vessels belonging to the Ceylon Shipping Corporation Ltd or those chartered by CSCL. Shipments on other vessels will be permitted in instances where vessel of the Ceylon Shipping Corporation Ltd do not call at the Port of shipment or if they are not available for time by 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.
- 8.2 SPC may nominate Independent Competent Authorities for issue of shipment Inspection Certificate (Certificate of Quality, Quantity and Loading) cost of such certificate should be borne by the supplier.
- 8.3 All items should be shipped to the destination and strictly conform to the delivery dates as per schedule I hereto marked
- 8.4 Delivery of all goods should be within the period of validity of the Letter of Credit, Except in exceptional circumstances no extensions will be granted. Cost of such extension in any would be borne by the supplier.
- 8.5 If the supplier fails to make deliveries within the time specified by the SPC (without prejudice to the other rights of SPC resulting from breach of the contract conditions) May be written notice to the supplier terminate the right of the supplier to proceed with any or all of the remaining part of the contract as provided for in clause 9.1 hereof in addition the SPC reserves the right to purchase from other sources any or all undelivered items and to recover excess costs from the supplier.
- 8.6 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 the grace period shall be considered for acceptance subject to a surcharge to the supplier as stated below ;
- (a). A surcharge of 0.5% per day of the consignment value, calculated commencing from the 15th day up to 60th day delay from the due delivery date, as per the indent/PO or its' latest amended delivery schedules.
- (b). When the delay exceeds 60days purchase order will be considered as automatically cancelled, on defaulted performance. In such a situation, MSD reserve the right to recover liquidated damages or to revoke the cancellation (eg. if payments have been released prior to such a cancellation), and accept the consignment subject to a 25% admin surcharge.
- 8.7 In case of local suppliers, requests may be made for supply of goods in more installments than indicated in Annex 1.

Page No. 39 Condition No. 9.2 (Payment) - To be amended to read as follows ;
All payments will be on confirmed irrevocable letter of credit payable at sight/credit.

Please refer Global Bid Document

B: [Global Tender - Bid Document for Pharmaceutical DPC](#)



PROCUREMENT NOTICE - GLOBAL

STATE PHARMACEUTICALS CORPORATION OF SRI LANKA

The Chairman, Procurement Committee of the State Pharmaceuticals Corporation of Sri Lanka will receive sealed bids for supply of following items to the Department of Health Services for year 2022.

Bid Number	Closing Date & Time	Item Description	Date of issue of Bidding Documents from	Non-refundable Bid Fee
DHS/P/WW/270/22	15.07.2021 at 9.00 a.m.	10,000 Vials of Lignocain Injection 2% 5ml vial for ophthalmic use (preservative free)	02.06.2021	Rs. 3,000/= + 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 at the Head Office of the State Pharmaceuticals Corporation of Sri Lanka, "Mehewara Piyasa", 16th Floor, No. 41, Kirula Road, Colombo 5. These could be purchased on cash payment of a non-refundable Bid Fee per set as mentioned above. Offers received without enclosing original payment receipt are liable to be rejected.

Wherever applicable 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 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 DEPARTMENTAL PROCUREMENT COMMITTEE
STATE PHARMACEUTICALS CORPORATION OF SRI LANKA
"MEHEWARA PIYASA", 26TH FLOOR
NO. 41, KIRULA ROAD
COLOMBO 5.
SRI LANKA.

FAX : 00 94-11- 2582496
TELEPHONE : 00 94-11- 2582509
E-MAIL : pharma.manager@spc.lk

GENERAL MANAGER
STATE PHARMACEUTICALS CORPORATION OF SRI LANKA
FOR CHAIRMAN DEPARTMENTAL PROCUREMENT COMMITTEE
"MEHEWARA PIYASA", 26TH FLOOR
NO. 41, KIRULA ROAD
COLOMBO 5.

TENDER NO. : DHS/P/WW/270/22
DATE OF ISSUE : 2ND JUNE 2021
CLOSING DATE & TIME : 15TH JULY 2021 AT 09.00 HOURS SRI LANKA TIME

ORDER LIST NO. : 2022/SPC/N/C/P/00009

<u>SR No.</u>	<u>Item Description/ Specification</u>	<u>Quantity</u>	<u>Delivery</u>
00942201	<p>Lignocain Injection 2% 5ml vial for ophthalmic use (preservative free)</p> <p>Lignocaine Injection BP/Lignocaine Injection BP 2% w/v, 5ml. Each 5ml amber coloured vial to contain 2% w/v sterile solution of Lidocaine Hydrochloride BP for local anaesthesia OR Lidocaine Hydrochloride Injection USP 2% w/v, 5ml Each 5ml amber coloured vial to contain 2% w/v sterile solution of Lidocaine Hydrochloride USP for local anaesthesia.</p> <p>Note: 1. The product should be preservative free 2. This injection should be stable for a minimum of 02 years when stored at a temperature range of 28°C-32°C 3. This injection should comply with the "No. 15.4(d) labelling for anaesthetic products" 4. Each vial should be labelled accordingly</p> <p>Packing : 10 Vials in a pack</p>	10,000 Vials	<p>5,000 Vials – August 2022</p> <p>5,000 Vials – November 2022</p>

Representative Tender samples to be submitted for the evaluation.

Bid Bond should be submitted with valid up to 10.02.2022 together with the bid

Bid should be valid till 11.01.2022.

Non refundable Bid Fee Rs. 3,000.00 + Taxes should be paid in cash to SPC for each set of Tender Documents.

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

CONDITIONS OF SUPPLY

(a) Part A

1. The consignments supplied in respect of an order concerned, shall exactly match with the reference sample submitted and the product information (item descriptions, shelf life/warranty

where applicable, manufacturer's name, country of manufacture, country of origin, etc.) provided in the bid document by the supplier, which has been accepted by the procurement committee, and included in the Indent / Purchase Order (PO), issued by SPC.

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

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

4. The number of batches per consignment shall be minimal. Batch quantity shall be an equal multiple of the quantity of the consignment and the proportionate size of the batch quantity shall be not less than 15% of the quantity in the consignment.
5. If MSD decides to accept a part or full consignment, with deviations from certain tender conditions (eg: with regard to labeling/packaging etc.) due to an urgency, that shall be done subject to, either rectifying the defect within 05 working days by the supplier, or recovering the total cost [a] of rectifying the defect by MSD (via a duly contracted third party providing such services), from the supplier with a 25% surcharge on the labeling cost. (total charge = $[a] + [a] \times 0.25$) or 2% of the invoiced value, whichever is the highest.

All possible tender deviations such as Packing, labeling, delivery schedule, storage status, payment mode & conditions, etc., shall be communicated and agreed upon before accepting the tender award by the supplier. Noncompliance of same shall be considered as tender violations, to apply penalty (as clause No. 36).

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

Shelf life & Warrantees.

7. Freshly manufactured stocks of the product shall be supplied; thereby the residual Shelf Life (shelf life remaining at the time of delivery of goods at the MSD stores/ Sri Lanka) of the product, shall be 85% of the product shelf life specified in the 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 is 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 $1/6^{\text{th}}$ (one sixth) of the original product shelf life.
 - (b) In the violation of the above tender condition, SPC/MSD reserves the right to accept a reduced quantity, that is usable (as per the consumption rate) up to three months before the expiry of same and will subject to application of a penalty (as clause No. 36).

Standards & Quality

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

9. As per the product registration dossier approved by NMRA, the product information leaflet (PIL) for the Pharmaceutical 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.
10. Withdrawal from use of items due to quality failure found as manufacturer/s fault:
- (a). In case of batch withdrawal, value of entire batch quantity supplied shall be 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 surcharged 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 or shall conform to the information submitted for waiver of registration granted by NMRA in exceptional circumstances.(refer clause No.23)
- 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.
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. (to be selectively applied for Surgical & Lab items, depending on availability of testing methodology & facilities).
- If the sample is found to be substandard, random batch samples will be tested from all the batches/lots in the consignment, and entire expenses on such tests, like value of samples, transport, sampling & testing charges, etc, will be recovered from the supplier.
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. In respect of bulk packs (not applicable for blister/strip packs), 'DHS' mark shall be ;
- (a). embossed or printed in case of tablets
 - (b). printed in case of capsules
- Above condition can be waved off, if the quantity in the purchase order is less than 100,000 tablets/capsules, (any exemptions to this condition, is notified in the relevant MSD order list)

16. Each; innermost pack, vial/ampoule, pre-filled syringe or bottle, shall bear the item Description, SR No, Batch No/Lot no., Reference/Catalogue no.(not for pharmaceuticals), Date of Manufacture, Date of Expiry and 'STATE LOGO' of Government of Sri Lanka.
It is essential to include and exactly match the dates of Expiry (& date of Manufacture (in any form as 'Year & Month' or 'No Exp.'), in the innermost pack and supplier's invoice.
(Applicability of the innermost pack mentioned in this clause shall be adapted as per the pack specified in the specification.)
17. Description of the Item, SR No, Date of Manufacture, Date of Expiry, Batch No, Name and address of manufacturer and 'STATE LOGO' of Sri Lanka Government shall be clearly marked on the outer covering of the individual/innermost pack containing the minimum unit of measure, including blister & strip cards and on the outer cover of the carton/box. Any deviations of the Date of Manufacture (DOM)/ Date of Expiry (DOE) declared in the offer shall be approved by MSD and DOM & DOE shall consist of at least the year & month.
18. 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.
19. 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).
20. 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

21. 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 °C +/- 2 °C temperature and 75% +/-5% relative humidity. The product storage conditions shall be clearly indicated at all levels of labels/packages/boxes.
22. Maintenance of Cold Chain;
- In case of cold storage items, cold chain monitors (temperature recording devices) shall be included for each carton and the cold chain shall be maintained according to the manufacturer's instructions during storage, transport and delivery.
 - Supplier shall use suitable prominently visible identification marks of international standard, with appropriate colours and sizes for easy identification of cold cargo. Supplier shall use standardized USB Devices for temperature data logging inside the packages and shall provide free of charge, data logger readers &/ software (reading apps compatible with Windows-07/latest) to wharf department of SPC in advance, to enable examining the maintenance of cold chain in transit, and before taking over the consignment by MSD.
 - If the cold chain break is observed at the time of taking over the consignments by MSD, such consignments shall be rejected, indicating the reason on the relevant WDN or copy of the delivery documents. In such an event, the SPC shall arrange necessary cold storage for the consignment until 'observed cold chain break' is investigated leading to acceptance / total rejection of consignment and the expenses 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 cold chain maintenance, to arrive in Sri Lanka during Monday to Thursday to avoid additional demurrage & storage charges during weekends, during which MSD stores is closed. In case of non-compliance of this condition, any additional expenses incurred to MSD and SPC, to Custom clear/store/receive such consignments shall be recovered from the supplier.
23. In respect of the products requiring controlled temperature storage (Eg. < 25 °C, 2-25 °C, 15-20 °C /30 °C, 2-8 °C etc.), supplier shall provide MSD with latest product stability study reports with the invoice of the consignment.(report shall include studies; at 30 °C +/- 2 °C & 75% +/- 5% RH for AC stored items and at 25 °C +/- 2 °C & 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

24. 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. 26 on delayed deliveries, shall be applied.

25. 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.
26. Defaulted consignments with respect to delivery schedule shall only be considered for acceptance, subject to a penalty imposed for the delay due to suppliers fault, allowing a grace period up to two weeks. Consignments delivered after that grace period shall be considered for acceptance subject to a penalty to the supplier as described below ;
- (a). A penalty of 0.5% per day of the consignment value, calculated commencing from the 15th day up to 60th day delay from the due delivery date, as per the indent/PO or its? latest amended delivery schedules.
 - (b). When the delay exceeds 60 days purchase order will be considered as automatically cancelled, on defaulted performance. In such a situation, MSD reserve the right to recover liquidated damages or to revoke the cancellation (eg. if payments have been released prior to such a cancellation), and accept the consignment subject to a 25% admin surcharge.
27. (i). If any local purchases were to be made by MSD/SPC to ensure continuity of supply (due to noncompliance of Indent/PO/its' amended; delivery schedule); in the ensuing period inclusive of the grace period for delivery from due delivery date, extra expenditure incurred on such local purchases, over the landed cost of relevant SPC main order, shall be recovered from the supplier.
- (ii). If a delivery defaulted (violating delivery schedule in the indent/PO) SPC supplier/his local agent, who participate in an urgent local purchase tender of SPC or MSD for the same item, quoting the same product or any similar product, is bound to supply the local purchase order at the landed cost of the defaulted SPC main order. In violations of the same, the cost difference will be set off from the payments to the supplier of the corresponding SPC main order.

28. In respect of local manufacturers/ local suppliers, all deliveries shall be made only on week days excluding public holidays, also allowing adequate time to enable the completion of the receiving process at MSD stores before 3.30 p.m.
In the event of failure to meet this deadline due to supplier/s fault (eg. In delivery; time, product, document, etc.) goods shall be accepted on the following working day, such date shall be counted for working out penalties as per No. 26 (regarding defaulted consignment) of the conditions of supply.
- As an alternative, supplier can request MSD to take over the consignment on the same day, subject to settling all adl. expenses (i.e. staff OT, forklift charge, etc.) of MSD, by the supplier.
29. The extension of L/C's overstepping delivery schedules in the Indent/PO/its' amendments, shall not in any way affect the recovery of late delivery charges, as per Condition No. 26 (regarding defaulted consignments) and any other direct or indirect additional costs/liquidated damages, relating/consequent to extension of L/C.
30. When adequate storage space is not available at MSD, to accept a delivery defaulted consignment (deviating from the delivery schedule in the Indent/PO/its' amendments) under the condition No. 26, 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

31. 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.
32. One of the tender samples of the selected bid shall be forwarded to MSD, for using as a reference sample (can make it; a part of the last consignment or a returnable to supplier) for checking the conformity of the consignments received under the indent/PO.(applicable for all surgical items and regular category of laboratory items, when specified in respective order lists).
The artwork of the; specimen labels, minimum pack and outer most box/shipper carton, that satisfies the above mentioned labeling conditions, shall also be provided before signing the contract with the performance bond.
33. 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.
34. 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 clause 26 will not be applicable.

Common conditions

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

36. Administrative surcharge of 25%(on the value of goods), will be applied for tender condition violations that cause deficiencies in supply with respect to; quality, standards & specifications, short packing & short supply or delayed delivery as per the cabinet decision. (eg. As in conditions No. 07,05,09,12)

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

(b) Part B –Special Order Conditions (SOC) of supply

Note : SOC's 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. & S.R. No.s, shall be indicated separately against each clause of SOC, with the counter signature of Director (MSD) to make it effective.

Special Conditions for Bidding :

1. Offers should be accompanied with the valid registration certificate (Notary Certified) issued by the National Medicines Regulatory Authority in Sri Lanka formerly Cosmetic Devices and Drugs Authority.
2. Offered item should bear our SR number.
3. If awarded supplier is unable to adhere to 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.
4. **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.**

Comparison of foreign offer and local offer made on Imports & Supply basis will be compared as follows.

Local offers which are for Import & Supply basis will be divided by a hypothetical value for comparison of offers against C & F value based on the HS Code of the item as determined by SPC.

5. **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 Tenders" of the tender document in this regard.**
6. 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. The volume of the total quantity of each item should be given in cubic meters (m³).
7. 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.

Sufficient quantity of Samples should be forwarded for evaluation

8. The original payment receipt for purchasing the bidding document has to be annexed to the offer. Offers without same will be rejected.
9. Procurement Committee has the authority to decide whether pre-shipment/ pre delivery/post delivery samples to be tested. In such cases the supplier will have to bear the cost of testing samples.

10. The bid submitted should be duly signed and endorsed by the Bidder/ Tenderer himself (with the name and designation of the signatory) or by the representative. Representatives submitting offers on behalf of their principals should submit a letter of authorization and power of attorney (if signing on behalf of the principals) and also should submit documentary proof on their registration as per the Act. No. 03 of 1987 with the Department of the Registrar of Companies – Sri Lanka (where applicable).
11. The successful supplier should agree to dispatch by fax/courier a full set of copy document to SPC at least 3 days prior to arrival of consignment in Sri Lanka to prevent any delay in clearance.
Demurrage /additional charges if any which become payable due to **supplier's failure to comply with this** requirement will be claimed from the supplier.
12. In the event of an award made to you on this tender, SPC reserves 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.
13. **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.
14. The recommended storage mentioned on the product label should be maintained at transit also and storage condition should be clearly showed on Bill of Lading/Airway Bill and invoice.
- 15. 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.**
16. All shipments 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 vessel of the Ceylon Shipping Corporation do not call at the Port of shipment or if they are not available for time by shipment of cargo, in which event the supplier should attached a waiver certificate issued by Ceylon Shipping Corporation or their Authorized Agent in the Supplier's Country.
17. SPC reserves the right to reject offers which do not comply with above conditions.

Amendments to the Bidding Documents for procurement of pharmaceuticals for the Department of Health Services of Government of Sri Lanka (Blue Book). (DPC)

Address to be read as "State Pharmaceuticals Corporation of Sri Lanka, "Mehewara Piyasa", 16th Floor, No. 41, Kirula Road, Colombo 5" mentioned in all specified clauses

Terms and Conditions of Bid/Instructions to Bidders

Page No. 6 Condition No. 8 (BONDS/GUARANTEES) to be amended to read as follows:

- 08.1 Bidders should furnish an unconditional Bid Bond as per **Annex III** encashable on first written demand to the value stated against each item in the **Annex 1** of the Bidding Document.
Bid Bond should be submitted together with the Bid or to reach SPC on or before the closing date and time of Bid. Bids submitted without Bid Bonds, will not be considered.
- 08.2 The Bid Bond should be valid for at least 30 days beyond the validity of the Bid. The amount of bid bond and the date until which the bid should be valid is indicated in the Annex I.

Page No. 8 Condition No. 12 FREE REPLACEMENT to be amended to read as follows:

FREE REPLACEMENT/ REIMBURSEMENT

Page No. 8 Condition No. 12.2 under the Para b) 2nd line delete the words 'replaced or'

Page No. 14 Condition No. 20 (REGISTRATION) 20.1 (b) to be amended to read as follows:

- (b) **A Certified copy of the NMRA registration Certificate certified by Attorney-at-Law, Commissioner of Oaths or Justice of Peace should be submitted along with the bid.**

Page No. 16 Condition No. 22 (TESTING OF BATCH SAMPLES) 22.1 to be amended to read as follows:

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

Page No. 23 SPECIMEN OF ANNEX – 1 to be amended to read as follows:

<u>ANNEX – 1</u>			
BID NO./BID REFERENCE : (TENDER NO.)			
DATE OF ISSUE :			
CLOSING DATE & TIME : (SRI LANKAN TIME) :			
<hr/>			
<u>ORDER LIST NO. :</u>			
SR No.	Item Description/Specifications	Quantity	Delivery Schedule
..... Nos of Representative samples for the item to be submitted for the evaluation as tender samples.			
Amount of Bid Bond : LKR or USD to be submitted along with the Bid			
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).			
<u>MSD CONDITIONS OF SUPPLY</u>			
1.			
2.			

Page No. 24 SPECIMEN FORM OF BID (SUPPLIES) ANNEX – IIA Content of the cage to be amended to read as follows:

BID FOR THE SUPPLY OF BID NO./BID REFERENCE

Page No. 26 & 27 SPECIMEN OF **ANNEX – II(B)** to be amended to read as follows:

Heading of 2 nd Column	FULL DESCRIPTION OF ITEM OFFERED, THE STANDARD AND STORAGE TEMPERATURE
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Amendment to Bidding Document under 'Conditions of Contract'

Page No. 39, Condition No. 8 TERMS OF DELIVERY to be amended to read as,

08 TERMS OF DELIVERY

- 8.1 All shipment should be made exclusively on vessels belonging to the Ceylon Shipping Corporation Ltd or those chartered by CSCL. Shipments on other vessels will be permitted in instances where vessel of the Ceylon Shipping Corporation Ltd do not call at the Port of shipment or if they are not available for time by 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.
- 8.2 SPC may nominate Independent Competent Authorities for issue of shipment Inspection Certificate (Certificate of Quality, Quantity and Loading) cost of such certificate should be borne by the supplier.
- 8.3 All items should be shipped to the destination and strictly conform to the delivery dates as per schedule I hereto marked
- 8.4 Delivery of all goods should be within the period of validity of the Letter of Credit, Except in exceptional circumstances no extensions will be granted. Cost of such extension in any would be borne by the supplier.
- 8.5 If the supplier fails to make deliveries within the time specified by the SPC (without prejudice to the other rights of SPC resulting from breach of the contract conditions) May be written notice to the supplier terminate the right of the supplier to proceed with any or all of the remaining part of the contract as provided for in clause 9.1 hereof in addition the SPC reserves the right to purchase from other sources any or all undelivered items and to recover excess costs from the supplier.
- 8.6 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 the grace period shall be considered for acceptance subject to a surcharge to the supplier as stated below ;
 - (a). A surcharge of 0.5% per day of the consignment value, calculated commencing from the 15th day up to 60th day delay from the due delivery date, as per the indent/PO or its' latest amended delivery schedules.
 - (b). When the delay exceeds 60days purchase order will be considered as automatically cancelled, on defaulted performance. In such a situation, MSD reserve the right to recover liquidated damages or to revoke the cancellation (eg. if payments have been released prior to such a cancellation), and accept the consignment subject to a 25% admin surcharge.
- 8.7 In case of local suppliers, requests may be made for supply of goods in more installments than indicated in Annex 1.

Page No. 39 Condition No. 9.2 (Payment) - To be amended to read as follows ;
All payments will be on confirmed irrevocable letter of credit payable at sight/credit.

Please refer Global Bid Document

B: [Global Tender - Bid Document for Pharmaceutical DPC](#)



PROCUREMENT NOTICE - GLOBAL

STATE PHARMACEUTICALS CORPORATION OF SRI LANKA

The Chairman, Procurement Committee of the State Pharmaceuticals Corporation of Sri Lanka will receive sealed bids for supply of following items to the Department of Health Services for year 2022.

Bid Number	Closing Date & Time	Item Description	Date of issue of Bidding Documents from	Non-refundable Bid Fee
DHS/P/WW/269/22	15.07.2021 at 9.00 a.m.	7,000 Bottles of Balanced Salt, Solution 500ml glass bottle	02.06.2021	Rs. 3,000/= + 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 at the Head Office of the State Pharmaceuticals Corporation of Sri Lanka, "Mehewara Piyasa", 16th Floor, No. 41, Kirula Road, Colombo 5. These could be purchased on cash payment of a non-refundable Bid Fee per set as mentioned above. Offers received without enclosing original payment receipt are liable to be rejected.

Wherever applicable 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 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 DEPARTMENTAL PROCUREMENT COMMITTEE
STATE PHARMACEUTICALS CORPORATION OF SRI LANKA
"MEHEWARA PIYASA", 26TH FLOOR
NO. 41, KIRULA ROAD
COLOMBO 5.
SRI LANKA.

FAX : 00 94-11- 2582496
TELEPHONE : 00 94-11- 2582509
E-MAIL : pharma.manager@spc.lk

GENERAL MANAGER
STATE PHARMACEUTICALS CORPORATION OF SRI LANKA
FOR CHAIRMAN DEPARTMENTAL PROCUREMENT COMMITTEE
"MEHEWARA PIYASA", 26TH FLOOR
NO. 41, KIRULA ROAD
COLOMBO 5.

TENDER NO. : DHS/P/WW/269/22
DATE OF ISSUE : 2ND JUNE 2021
CLOSING DATE & TIME : 15TH JULY 2021 AT 09.00 HOURS SRI LANKA TIME

ORDER LIST NO. : 2022/SPC/N/C/P/00009

<u>SR No.</u>	<u>Item Description/ Specification</u>	<u>Quantity</u>	<u>Delivery</u>
00902002	<p>Balanced Salt, Solution 500ml glass bottle</p> <p>Balanced salt solution for ophthalmic use Each 500ml glass bottle to contain sterile solution of 0.64% of Sodium Chloride 0.39% of Sodium Acetate 0.17% of Sodium Citrate, 0.048% of Calcium Chloride 0.03% of Magnesium Chloride and 0.075% of Potassium Chloride in a suitable base to use with "Constellation" vitrectomy machine.</p> <p>Note : 01. Each bottle to be labelled accordingly. 02. The shelf life of the product should be minimum of 24 months</p> <p>Packing : 10 Bottles in a pack</p>	7,000 Bottles	7,000 Bottles – August 2022

Representative Tender samples to be submitted for the evaluation.

The amount of Bid Bond: LKR 187,096.00 or USD 938.00.

Bid Bond should be submitted with valid up to 10.02.2022 together with the bid

Bid should be valid till 11.01.2022.

Non refundable Bid Fee Rs. 3,000.00 + Taxes should be paid in cash to SPC for each set of Tender Documents.

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

CONDITIONS OF SUPPLY

(a) Part A

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

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

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

All possible tender deviations such as Packing, labeling, delivery schedule, storage status, payment mode & conditions, etc., shall be communicated and agreed upon before accepting the tender award by the supplier. Noncompliance of same shall be considered as tender violations, to apply penalty (as clause No. 36).

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

Shelf life & Warrantees.

7. Freshly manufactured stocks of the product shall be supplied; thereby the residual Shelf Life (shelf life remaining at the time of delivery of goods at the MSD stores/ Sri Lanka) of the product, shall be 85% of the product shelf life specified in the 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 is 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, SPC/MSD reserves the right to accept a reduced quantity, that is usable (as per the consumption rate) up to three months before the expiry of same and will subject to application of a penalty (as clause No. 36).

Standards & Quality

8. Standards; In respect of all Pharmaceutical products supplied, shall comply Pharmacopoeial Standards that are indicated in the item specifications, other Pharmacopoeial Standards accepted in the product registration by the National Medicines Regulatory Authority.
9. As per the product registration dossier approved by NMRA, the product information leaflet (PIL) for the Pharmaceutical 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.
10. Withdrawal from use of items due to quality failure found as manufacturer/s fault:

- (a). In case of batch withdrawal, value of entire batch quantity supplied shall be 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 surcharged 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 or shall conform to the information submitted for waiver of registration granted by NMRA in exceptional circumstances. (refer clause No.23)

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.

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. (to be selectively applied for Surgical & Lab items, depending on availability of testing methodology & facilities).

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

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. In respect of bulk packs (not applicable for blister/strip packs), 'DHS' mark shall be ;
- (a). embossed or printed in case of tablets
 - (b). printed in case of capsules
- Above condition can be waved off, if the quantity in the purchase order is less than 100,000 tablets/capsules, (any exemptions to this condition, is notified in the relevant MSD order list)
16. Each; innermost pack, vial/ampoule, pre-filled syringe or bottle, shall bear the item Description, SR No, Batch No/Lot no., Reference/Catalogue no.(not for pharmaceuticals), Date of Manufacture, Date of Expiry and 'STATE LOGO' of Government of Sri Lanka.
- It is essential to include and exactly match the dates of Expiry (& date of Manufacture (in any form as 'Year & Month' or 'No Exp.'), in the innermost pack and supplier's invoice.
- (Applicability of the innermost pack mentioned in this clause shall be adapted as per the pack specified in the specification.)
17. Description of the Item, SR No, Date of Manufacture, Date of Expiry, Batch No, Name and address of manufacturer and 'STATE LOGO' of Sri Lanka Government shall be clearly marked on the outer covering of the individual/innermost pack containing the minimum unit of measure, including blister & strip cards and on the outer cover of the carton/box. Any deviations of the Date of Manufacture (DOM)/ Date of Expiry (DOE)declared in the offer shall be approved by MSD and DOM & DOE shall consist of at least the year & month.

18. 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.
19. 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).
20. 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

21. 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 °C +/- 2 °C temperature and 75% +/-5% relative humidity. The product storage conditions shall be clearly indicated at all levels of labels/packages/boxes.
22. Maintenance of Cold Chain;
 - a. In case of cold storage items, cold chain monitors (temperature recording devices) shall be included for each carton and the cold chain shall be maintained according to the manufacturer's instructions during storage, transport and delivery.
 - b. Supplier shall use suitable prominently visible identification marks of international standard, with appropriate colours and sizes for easy identification of cold cargo. Supplier shall use standardized USB Devices for temperature data logging inside the packages and shall provide free of charge, data logger readers &/ software (reading apps compatible with Windows-07/latest) to wharf department of SPC in advance, to enable examining the maintenance of cold chain in transit, and before taking over the consignment by MSD.
 - c. If the cold chain break is observed at the time of taking over the consignments by MSD, such consignments shall be rejected, indicating the reason on the relevant WDN or copy of the delivery documents. In such an event, the SPC shall arrange necessary cold storage for the consignment until 'observed cold chain break' is investigated leading to acceptance / total rejection of consignment and the expenses 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 cold chain maintenance, to arrive in Sri Lanka during Monday to Thursday to avoid additional demurrage & storage charges during weekends, during which MSD stores is closed. In case of non-compliance of this condition, any additional expenses incurred to MSD and SPC, to Custom clear/store/receive such consignments shall be recovered from the supplier.
23. In respect of the products requiring controlled temperature storage (Eg. < 25 °C, 2-25 °C, 15-20 °C /30 °C, 2-8 °C etc.), supplier shall provide MSD with latest product stability study reports with the invoice of the consignment.(report shall include studies; at 30 °C +/- 2 °C & 75% +/- 5% RH for AC stored items and at 25 °C +/- 2 °C & 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

24. 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. 26 on delayed deliveries, shall be applied.

25. 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.

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

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

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

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

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

28. In respect of local manufacturers/ local suppliers, all deliveries shall be made only on week days excluding public holidays, also allowing adequate time to enable the completion of the receiving process at MSD stores before 3.30 p.m.

In the event of failure to meet this deadline due to supplier/s fault (eg. In delivery; time, product, document, etc.) goods shall be accepted on the following working day, such date shall be counted for working out penalties as per No. 26 (regarding defaulted consignment) of the conditions of supply.

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

29. The extension of L/C's overstepping delivery schedules in the Indent/PO/its' amendments, shall not in any way affect the recovery of late delivery charges, as per Condition No. 26 (regarding defaulted consignments) and any other direct or indirect additional costs/liquidated damages, relating/consequent to extension of L/C.

30. When adequate storage space is not available at MSD, to accept a delivery defaulted consignment (deviating from the delivery schedule in the Indent/PO/its' amendments) under the condition No. 26, 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

31. 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.
32. One of the tender samples of the selected bid shall be forwarded to MSD, for using as a reference sample (can make it; a part of the last consignment or a returnable to supplier) for checking the conformity of the consignments received under the indent/PO.(applicable for all surgical items and regular category of laboratory items, when specified in respective order lists). The artwork of the; specimen labels, minimum pack and outer most box/shipper carton, that satisfies the above mentioned labeling conditions, shall also be provided before signing the contract with the performance bond.
33. 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.
34. 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 clause 26 will not be applicable.

Common conditions

35. In addition to the general conditions of supply given herein, item/order-list specific amendments, exclusions or additions to the same, stated in the covering letter of the order list and any other relevant conditions as per the tender document issued by SPC, are also applicable. The order/item specific; new conditions or amendments to General Order Conditions, will be included in the order list itself and as a remark entry in the MSMIS order records.
36. Administrative surcharge of 25%(on the value of goods), will be applied for tender condition violations that cause deficiencies in supply with respect to; quality, standards & specifications, short packing & short supply or delayed delivery as per the cabinet decision. (eg. As in conditions No. 07,05,09,12)

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

(b) Part B –Special Order Conditions (SOC) of supply

Note : SOC's 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. & S.R. No.s, shall be indicated separately against each clause of SOC, with the counter signature of Director (MSD) to make it effective.

Special Conditions for Bidding :

1. Offers should be accompanied with the valid registration certificate (Notary Certified) issued by the National Medicines Regulatory Authority in Sri Lanka formerly Cosmetic Devices and Drugs Authority.
2. Offered item should bear our SR number.

3. If awarded supplier is unable to adhere to 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.
4. **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.**

Comparison of foreign offer and local offer made on Imports & Supply basis will be compared as follows.

Local offers which are for Import & Supply basis will be divided by a hypothetical value for comparison of offers against C & F value based on the HS Code of the item as determined by SPC.

5. **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 Tenders" of the tender document in this regard.**

6. 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. The volume of the total quantity of each item should be given in cubic meters (m³).
7. 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.

Sufficient quantity of Samples should be forwarded for evaluation

8. The original payment receipt for purchasing the bidding document has to be annexed to the offer. Offers without same will be rejected.
9. Procurement Committee has the authority to decide whether pre-shipment/ pre delivery/post delivery samples to be tested. In such cases the supplier will have to bear the cost of testing samples.
10. The bid submitted should be duly signed and endorsed by the Bidder/ Tenderer himself (with the name and designation of the signatory) or by the representative. Representatives submitting offers on behalf of their principals should submit a letter of authorization and power of attorney (if signing on behalf of the principals) and also should submit documentary proof on their registration as per the Act. No. 03 of 1987 with the Department of the Registrar of Companies – Sri Lanka (where applicable).
11. The successful supplier should agree to dispatch by fax/courier a full set of copy document to SPC at least 3 days prior to arrival of consignment in Sri Lanka to prevent any delay in clearance.

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

12. In the event of an award made to you on this tender, SPC reserves 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.
13. **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.**
14. The recommended storage mentioned on the product label should be maintained at transit also and storage condition should be clearly showed on Bill of Lading/Airway Bill and invoice.

15. **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.**

16. All shipments 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 vessel of the Ceylon Shipping Corporation do not call at the Port of shipment or if they are not available for time by shipment of cargo, in which event the supplier should attached a waiver certificate issued by Ceylon Shipping Corporation or **their Authorized Agent in the Supplier's Country.**

17. SPC reserves the right to reject offers which do not comply with above conditions.

Amendments to the Bidding Documents for procurement of pharmaceuticals for the Department of Health Services of Government of Sri Lanka (Blue Book). (DPC)

Address to be read as "State Pharmaceuticals Corporation of Sri Lanka, "Mehewara Piyasa", 16th Floor, No. 41, Kirula Road, Colombo 5" mentioned in all specified clauses

Terms and Conditions of Bid/Instructions to Bidders

Page No. 6 Condition No. 8 (BONDS/GUARANTEES) to be amended to read as follows:

- 08.1 Bidders should furnish an unconditional Bid Bond as per **Annex III** encashable on first written demand to the value stated against each item in the **Annex 1** of the Bidding Document.
Bid Bond should be submitted together with the Bid or to reach SPC on or before the closing date and time of Bid. Bids submitted without Bid Bonds, will not be considered.
- 08.2 The Bid Bond should be valid for at least 30 days beyond the validity of the Bid. The amount of bid bond and the date until which the bid should be valid is indicated in the Annex I.

Page No. 8 Condition No. 12 FREE REPLACEMENT to be amended to read as follows:

FREE REPLACEMENT/ REIMBURSEMENT

Page No. 8 Condition No. 12.2 under the Para b) 2nd line delete the words 'replaced or'

Page No. 14 Condition No. 20 (REGISTRATION) 20.1 (b) to be amended to read as follows:

- (b) **A Certified copy of the NMRA registration Certificate certified by Attorney-at-Law, Commissioner of Oaths or Justice of Peace should be submitted along with the bid.**

Page No. 16 Condition No. 22 (TESTING OF BATCH SAMPLES) 22.1 to be amended to read as follows:

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

Page No. 23 SPECIMEN OF ANNEX – 1 to be amended to read as follows:

<u>ANNEX – 1</u>			
BID NO./BID REFERENCE : (TENDER NO.)			
DATE OF ISSUE :			
CLOSING DATE & TIME : (SRI LANKAN TIME) :			
<hr/>			
<u>ORDER LIST NO. :</u>			
SR No.	Item Description/Specifications	Quantity	Delivery Schedule
<p>..... Nos of Representative samples for the item to be submitted for the evaluation as tender samples.</p> <p>Amount of Bid Bond : LKR or USD to be submitted along with the Bid</p> <p>Bid Bond valid till (date)</p> <p>Bid validity period : Bid should be valid till (date)</p> <p>Bid Document Fee :</p> <p>(should be paid in cash to SPC for each set of Bid Documents).</p> <p><u>MSD CONDITIONS OF SUPPLY</u></p> <p>1.</p> <p>2.</p>			

Page No. 24 SPECIMEN FORM OF BID (SUPPLIES) ANNEX – IIA Content of the cage to be amended to read as follows:

BID FOR THE SUPPLY OF BID NO./BID REFERENCE

Page No. 26 & 27 SPECIMEN OF **ANNEX – II(B)** to be amended to read as follows:

Heading of 2 nd Column	FULL DESCRIPTION OF ITEM OFFERED, THE STANDARD AND STORAGE TEMPERATURE
Heading of 11 th Column	NMRA REGISTRATION CERTIFICATE NO. & DATE OF EXPIRY

Amendment to Bidding Document under 'Conditions of Contract'

Page No. 39, Condition No. 8 TERMS OF DELIVERY to be amended to read as,

08 TERMS OF DELIVERY

- 8.1 All shipment should be made exclusively on vessels belonging to the Ceylon Shipping Corporation Ltd or those chartered by CSCL. Shipments on other vessels will be permitted in instances where vessel of the Ceylon Shipping Corporation Ltd do not call at the Port of shipment or if they are not available for time by 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.
- 8.2 SPC may nominate Independent Competent Authorities for issue of shipment Inspection Certificate (Certificate of Quality, Quantity and Loading) cost of such certificate should be borne by the supplier.
- 8.3 All items should be shipped to the destination and strictly conform to the delivery dates as per schedule I hereto marked
- 8.4 Delivery of all goods should be within the period of validity of the Letter of Credit, Except in exceptional circumstances no extensions will be granted. Cost of such extension in any would be borne by the supplier.
- 8.5 If the supplier fails to make deliveries within the time specified by the SPC (without prejudice to the other rights of SPC resulting from breach of the contract conditions) May be written notice to the supplier terminate the right of the supplier to proceed with any or all of the remaining part of the contract as provided for in clause 9.1 hereof in addition the SPC reserves the right to purchase from other sources any or all undelivered items and to recover excess costs from the supplier.
- 8.6 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 the grace period shall be considered for acceptance subject to a surcharge to the supplier as stated below ;
- (a). A surcharge of 0.5% per day of the consignment value, calculated commencing from the 15th day up to 60th day delay from the due delivery date, as per the indent/PO or its' latest amended delivery schedules.
- (b). When the delay exceeds 60days purchase order will be considered as automatically cancelled, on defaulted performance. In such a situation, MSD reserve the right to recover liquidated damages or to revoke the cancellation (eg. if payments have been released prior to such a cancellation), and accept the consignment subject to a 25% admin surcharge.
- 8.7 In case of local suppliers, requests may be made for supply of goods in more installments than indicated in Annex 1.

Page No. 39 Condition No. 9.2 (Payment) - To be amended to read as follows ;
All payments will be on confirmed irrevocable letter of credit payable at sight/credit.

Please refer Global Bid Document

B: [Global Tender - Bid Document for Pharmaceutical DPC](#)



PROCUREMENT NOTICE - GLOBAL

STATE PHARMACEUTICALS CORPORATION OF SRI LANKA

The Chairman, Procurement Committee of the State Pharmaceuticals Corporation of Sri Lanka will receive sealed bids for supply of following items to the Department of Health Services for year 2022.

Bid Number	Closing Date & Time	Item Description	Date of issue of Bidding Documents from	Non-refundable Bid Fee
DHS/P/WW/268/22	15.07.2021 at 9.00 a.m.	380,000 Tablets of Propylthiouracil Tablet 50mg	02.06.2021	Rs. 3,000/= + 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 at the Head Office of the State Pharmaceuticals Corporation of Sri Lanka, "Mehewara Piyasa", 16th Floor, No. 41, Kirula Road, Colombo 5. These could be purchased on cash payment of a non-refundable Bid Fee per set as mentioned above. Offers received without enclosing original payment receipt are liable to be rejected.

Wherever applicable 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 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 DEPARTMENTAL PROCUREMENT COMMITTEE
STATE PHARMACEUTICALS CORPORATION OF SRI LANKA
"MEHEWARA PIYASA", 26TH FLOOR
NO. 41, KIRULA ROAD
COLOMBO 5.
SRI LANKA.

FAX : 00 94-11- 2582496
TELEPHONE : 00 94-11- 2582509
E-MAIL : pharma.manager@spc.lk

GENERAL MANAGER
STATE PHARMACEUTICALS CORPORATION OF SRI LANKA
FOR CHAIRMAN DEPARTMENTAL PROCUREMENT COMMITTEE
"MEHEWARA PIYASA", 26TH FLOOR
NO. 41, KIRULA ROAD
COLOMBO 5.

TENDER NO. : DHS/P/WW/268/22
DATE OF ISSUE : 2ND JUNE 2021
CLOSING DATE & TIME : 15TH JULY 2021 AT 09.00 HOURS SRI LANKA TIME

ORDER LIST NO. : 2022/SPC/N/R/P/00039

<u>SR No.</u>	<u>Item Description/ Specification</u>	<u>Quantity</u>	<u>Delivery</u>
00701301	<p>Propylthiouracil tablets 50mg</p> <p>Propylthiouracil tablets BP 50mg Each tablet to contain 50mg of Propylthiouracil BP Tablet should also conform to dissolution test for Propylthiouracil tablets as per USP OR Propylthiouracil Tablets USP 50mg Each tablet to contain 50mg of Propylthiouracil USP.</p> <p>Note: 01.The shelf life of the product should be Minimum of 24 months.</p> <p>Packing : 10 Tablets in a strip 10 strips in a box</p>	380,000 Tablets	<p>190,000 Tablets – April 2022</p> <p>190,000 Tablets – September 2022</p>

Representative Tender samples to be submitted for the evaluation.

The amount of Bid Bond: LKR 66,120.00 or USD 332.00.

Bid Bond should be submitted with valid up to 10.02.2022 together with the bid

Bid should be valid till 11.01.2022.

Non refundable Bid Fee Rs. 3,000.00 + Taxes should be paid in cash to SPC for each set of Tender Documents.

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

CONDITIONS OF SUPPLY

(a) Part A

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

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

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

All possible tender deviations such as Packing, labeling, delivery schedule, storage status, payment mode & conditions, etc., shall be communicated and agreed upon before accepting the tender award by the supplier. Noncompliance of same shall be considered as tender violations, to apply penalty (as clause No. 36).

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

Shelf life & Warrantees.

7. Freshly manufactured stocks of the product shall be supplied; thereby the residual Shelf Life (shelf life remaining at the time of delivery of goods at the MSD stores/ Sri Lanka) of the product, shall be 85% of the product shelf life specified in the 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 is 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, SPC/MSD reserves the right to accept a reduced quantity, that is usable (as per the consumption rate) up to three months before the expiry of same and will subject to application of a penalty (as clause No. 36).

Standards & Quality

8. Standards; In respect of all Pharmaceutical products supplied, shall comply Pharmacopoeial Standards that are indicated in the item specifications, other Pharmacopoeial Standards accepted in the product registration by the National Medicines Regulatory Authority.
9. As per the product registration dossier approved by NMRA, the product information leaflet (PIL) for the Pharmaceutical 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.
10. Withdrawal from use of items due to quality failure found as manufacturer/s fault:

- (a). In case of batch withdrawal, value of entire batch quantity supplied shall be 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 surcharged 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 or shall conform to the information submitted for waiver of registration granted by NMRA in exceptional circumstances. (refer clause No.23)

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.

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. (to be selectively applied for Surgical & Lab items, depending on availability of testing methodology & facilities).

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

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. In respect of bulk packs (not applicable for blister/strip packs), 'DHS' mark shall be ;
- (a). embossed or printed in case of tablets
 - (b). printed in case of capsules
- Above condition can be waved off, if the quantity in the purchase order is less than 100,000 tablets/capsules, (any exemptions to this condition, is notified in the relevant MSD order list)
16. Each; innermost pack, vial/ampoule, pre-filled syringe or bottle, shall bear the item Description, SR No, Batch No/Lot no., Reference/Catalogue no.(not for pharmaceuticals), Date of Manufacture, Date of Expiry and 'STATE LOGO' of Government of Sri Lanka.
- It is essential to include and exactly match the dates of Expiry (& date of Manufacture (in any form as 'Year & Month' or 'No Exp.'), in the innermost pack and supplier's invoice.
- (Applicability of the innermost pack mentioned in this clause shall be adapted as per the pack specified in the specification.)
17. Description of the Item, SR No, Date of Manufacture, Date of Expiry, Batch No, Name and address of manufacturer and 'STATE LOGO' of Sri Lanka Government shall be clearly marked on the outer covering of the individual/innermost pack containing the minimum unit of measure, including blister & strip cards and on the outer cover of the carton/box. Any deviations of the Date of Manufacture (DOM)/ Date of Expiry (DOE)declared in the offer shall be approved by MSD and DOM & DOE shall consist of at least the year & month.

18. 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.
19. 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).
20. 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

21. 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 °C +/- 2 °C temperature and 75% +/-5% relative humidity. The product storage conditions shall be clearly indicated at all levels of labels/packages/boxes.
22. Maintenance of Cold Chain;
 - a. In case of cold storage items, cold chain monitors (temperature recording devices) shall be included for each carton and the cold chain shall be maintained according to the manufacturer's instructions during storage, transport and delivery.
 - b. Supplier shall use suitable prominently visible identification marks of international standard, with appropriate colours and sizes for easy identification of cold cargo. Supplier shall use standardized USB Devices for temperature data logging inside the packages and shall provide free of charge, data logger readers &/ software (reading apps compatible with Windows-07/latest) to wharf department of SPC in advance, to enable examining the maintenance of cold chain in transit, and before taking over the consignment by MSD.
 - c. If the cold chain break is observed at the time of taking over the consignments by MSD, such consignments shall be rejected, indicating the reason on the relevant WDN or copy of the delivery documents. In such an event, the SPC shall arrange necessary cold storage for the consignment until 'observed cold chain break' is investigated leading to acceptance / total rejection of consignment and the expenses 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 cold chain maintenance, to arrive in Sri Lanka during Monday to Thursday to avoid additional demurrage & storage charges during weekends, during which MSD stores is closed. In case of non-compliance of this condition, any additional expenses incurred to MSD and SPC, to Custom clear/store/receive such consignments shall be recovered from the supplier.
23. In respect of the products requiring controlled temperature storage (Eg. < 25 °C, 2-25 °C, 15-20 °C /30 °C, 2-8 °C etc.), supplier shall provide MSD with latest product stability study reports with the invoice of the consignment.(report shall include studies; at 30 °C +/- 2 °C & 75% +/- 5% RH for AC stored items and at 25 °C +/- 2 °C & 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

24. 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. 26 on delayed deliveries, shall be applied.

25. 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.

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

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

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

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

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

28. In respect of local manufacturers/ local suppliers, all deliveries shall be made only on week days excluding public holidays, also allowing adequate time to enable the completion of the receiving process at MSD stores before 3.30 p.m.

In the event of failure to meet this deadline due to supplier/s fault (eg. In delivery; time, product, document, etc.) goods shall be accepted on the following working day, such date shall be counted for working out penalties as per No. 26 (regarding defaulted consignment) of the conditions of supply.

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

29. The extension of L/C's overstepping delivery schedules in the Indent/PO/its' amendments, shall not in any way affect the recovery of late delivery charges, as per Condition No. 26 (regarding defaulted consignments) and any other direct or indirect additional costs/liquidated damages, relating/consequent to extension of L/C.

30. When adequate storage space is not available at MSD, to accept a delivery defaulted consignment (deviating from the delivery schedule in the Indent/PO/its' amendments) under the condition No. 26, 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

31. 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.
32. One of the tender samples of the selected bid shall be forwarded to MSD, for using as a reference sample (can make it; a part of the last consignment or a returnable to supplier) for checking the conformity of the consignments received under the indent/PO.(applicable for all surgical items and regular category of laboratory items, when specified in respective order lists). The artwork of the; specimen labels, minimum pack and outer most box/shipper carton, that satisfies the above mentioned labeling conditions, shall also be provided before signing the contract with the performance bond.
33. 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.
34. 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 clause 26 will not be applicable.

Common conditions

35. In addition to the general conditions of supply given herein, item/order-list specific amendments, exclusions or additions to the same, stated in the covering letter of the order list and any other relevant conditions as per the tender document issued by SPC, are also applicable. The order/item specific; new conditions or amendments to General Order Conditions, will be included in the order list itself and as a remark entry in the MSMIS order records.
36. Administrative surcharge of 25%(on the value of goods), will be applied for tender condition violations that cause deficiencies in supply with respect to; quality, standards & specifications, short packing & short supply or delayed delivery as per the cabinet decision. (eg. As in conditions No. 07,05,09,12)

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

(b) Part B –Special Order Conditions (SOC) of supply

Note : SOC's 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. & S.R. No.s, shall be indicated separately against each clause of SOC, with the counter signature of Director (MSD) to make it effective.

Special Conditions for Bidding :

1. Offers should be accompanied with the valid registration certificate (Notary Certified) issued by the National Medicines Regulatory Authority in Sri Lanka formerly Cosmetic Devices and Drugs Authority.
2. Offered item should bear our SR number.

3. If awarded supplier is unable to adhere to 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.
4. **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.**

Comparison of foreign offer and local offer made on Imports & Supply basis will be compared as follows.

Local offers which are for Import & Supply basis will be divided by a hypothetical value for comparison of offers against C & F value based on the HS Code of the item as determined by SPC.

5. **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 Tenders" of the tender document in this regard.**

6. 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. The volume of the total quantity of each item should be given in cubic meters (m³).
7. 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.

Sufficient quantity of Samples should be forwarded for evaluation

8. The original payment receipt for purchasing the bidding document has to be annexed to the offer. Offers without same will be rejected.
9. Procurement Committee has the authority to decide whether pre-shipment/ pre delivery/post delivery samples to be tested. In such cases the supplier will have to bear the cost of testing samples.
10. The bid submitted should be duly signed and endorsed by the Bidder/ Tenderer himself (with the name and designation of the signatory) or by the representative. Representatives submitting offers on behalf of their principals should submit a letter of authorization and power of attorney (if signing on behalf of the principals) and also should submit documentary proof on their registration as per the Act. No. 03 of 1987 with the Department of the Registrar of Companies – Sri Lanka (where applicable).
11. The successful supplier should agree to dispatch by fax/courier a full set of copy document to SPC at least 3 days prior to arrival of consignment in Sri Lanka to prevent any delay in clearance.

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

12. In the event of an award made to you on this tender, SPC reserves 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.
13. **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 contract act in accordance with the section 10 of the Public Contract Act and produce such valid original certificate of registration with the bid.**
14. The recommended storage mentioned on the product label should be maintained at transit also and storage condition should be clearly showed on Bill of Lading/Airway Bill and invoice.

15. **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.**

16. All shipments 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 vessel of the Ceylon Shipping Corporation do not call at the Port of shipment or if they are not available for time by shipment of cargo, in which event the supplier should attached a waiver certificate issued by Ceylon Shipping Corporation or **their Authorized Agent in the Supplier's Country.**

17. SPC reserves the right to reject offers which do not comply with above conditions.

Amendments to the Bidding Documents for procurement of pharmaceuticals for the Department of Health Services of Government of Sri Lanka (Blue Book). (DPC)

Address to be read as "State Pharmaceuticals Corporation of Sri Lanka, "Mehewara Piyasa", 16th Floor, No. 41, Kirula Road, Colombo 5" mentioned in all specified clauses

Terms and Conditions of Bid/Instructions to Bidders

Page No. 6 Condition No. 8 (BONDS/GUARANTEES) to be amended to read as follows:

- 08.1 Bidders should furnish an unconditional Bid Bond as per **Annex III** encashable on first written demand to the value stated against each item in the **Annex 1** of the Bidding Document.
Bid Bond should be submitted together with the Bid or to reach SPC on or before the closing date and time of Bid. Bids submitted without Bid Bonds, will not be considered.
- 08.2 The Bid Bond should be valid for at least 30 days beyond the validity of the Bid. The amount of bid bond and the date until which the bid should be valid is indicated in the Annex I.

Page No. 8 Condition No. 12 FREE REPLACEMENT to be amended to read as follows:

FREE REPLACEMENT/ REIMBURSEMENT

Page No. 8 Condition No. 12.2 under the Para b) 2nd line delete the words 'replaced or'

Page No. 14 Condition No. 20 (REGISTRATION) 20.1 (b) to be amended to read as follows:

- (b) **A Certified copy of the NMRA registration Certificate certified by Attorney-at-Law, Commissioner of Oaths or Justice of Peace should be submitted along with the bid.**

Page No. 16 Condition No. 22 (TESTING OF BATCH SAMPLES) 22.1 to be amended to read as follows:

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

Page No. 23 SPECIMEN OF ANNEX – 1 to be amended to read as follows:

<u>ANNEX – 1</u>			
BID NO./BID REFERENCE : (TENDER NO.)			
DATE OF ISSUE :			
CLOSING DATE & TIME : (SRI LANKAN TIME) :			
<hr/>			
<u>ORDER LIST NO. :</u>			
SR No.	Item Description/Specifications	Quantity	Delivery Schedule
..... Nos of Representative samples for the item to be submitted for the evaluation as tender samples.			
Amount of Bid Bond : LKR or USD to be submitted along with the Bid			
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).			
<u>MSD CONDITIONS OF SUPPLY</u>			
1.			
2.			

Page No. 24 SPECIMEN FORM OF BID (SUPPLIES) ANNEX – IIA Content of the cage to be amended to read as follows:

BID FOR THE SUPPLY OF BID NO./BID REFERENCE

Page No. 26 & 27 SPECIMEN OF **ANNEX – II(B)** to be amended to read as follows:

Heading of 2 nd Column	FULL DESCRIPTION OF ITEM OFFERED, THE STANDARD AND STORAGE TEMPERATURE
Heading of 11 th Column	NMRA REGISTRATION CERTIFICATE NO. & DATE OF EXPIRY

Amendment to Bidding Document under 'Conditions of Contract'

Page No. 39, Condition No. 8 TERMS OF DELIVERY to be amended to read as,

08 TERMS OF DELIVERY

- 8.1 All shipment should be made exclusively on vessels belonging to the Ceylon Shipping Corporation Ltd or those chartered by CSCL. Shipments on other vessels will be permitted in instances where vessel of the Ceylon Shipping Corporation Ltd do not call at the Port of shipment or if they are not available for time by 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.
- 8.2 SPC may nominate Independent Competent Authorities for issue of shipment Inspection Certificate (Certificate of Quality, Quantity and Loading) cost of such certificate should be borne by the supplier.
- 8.3 All items should be shipped to the destination and strictly conform to the delivery dates as per schedule I hereto marked
- 8.4 Delivery of all goods should be within the period of validity of the Letter of Credit, Except in exceptional circumstances no extensions will be granted. Cost of such extension in any would be borne by the supplier.
- 8.5 If the supplier fails to make deliveries within the time specified by the SPC (without prejudice to the other rights of SPC resulting from breach of the contract conditions) May be written notice to the supplier terminate the right of the supplier to proceed with any or all of the remaining part of the contract as provided for in clause 9.1 hereof in addition the SPC reserves the right to purchase from other sources any or all undelivered items and to recover excess costs from the supplier.
- 8.6 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 the grace period shall be considered for acceptance subject to a surcharge to the supplier as stated below ;
- (a). A surcharge of 0.5% per day of the consignment value, calculated commencing from the 15th day up to 60th day delay from the due delivery date, as per the indent/PO or its' latest amended delivery schedules.
- (b). When the delay exceeds 60days purchase order will be considered as automatically cancelled, on defaulted performance. In such a situation, MSD reserve the right to recover liquidated damages or to revoke the cancellation (eg. if payments have been released prior to such a cancellation), and accept the consignment subject to a 25% admin surcharge.
- 8.7 In case of local suppliers, requests may be made for supply of goods in more installments than indicated in Annex 1.

Page No. 39 Condition No. 9.2 (Payment) - To be amended to read as follows ;
All payments will be on confirmed irrevocable letter of credit payable at sight/credit.

Please refer Global Bid Document

B: [Global Tender - Bid Document for Pharmaceutical DPC](#)



PROCUREMENT NOTICE - GLOBAL

STATE PHARMACEUTICALS CORPORATION OF SRI LANKA

The Chairman, Procurement Committee of the State Pharmaceuticals Corporation of Sri Lanka will receive sealed bids for supply of following items to the Department of Health Services for year 2022.

Bid Number	Closing Date & Time	Item Description	Date of issue of Bidding Documents from	Non-refundable Bid Fee
DHS/P/WW/267/22	15.07.2021 at 9.00 a.m.	4,000,000 Tablets of Carbimazole Tablet 5mg	02.06.2021	Rs. 3,000/= + 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 at the Head Office of the State Pharmaceuticals Corporation of Sri Lanka, "Mehewara Piyasa", 16th Floor, No. 41, Kirula Road, Colombo 5. These could be purchased on cash payment of a non-refundable Bid Fee per set as mentioned above. Offers received without enclosing original payment receipt are liable to be rejected.

Wherever applicable 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 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 DEPARTMENTAL PROCUREMENT COMMITTEE
STATE PHARMACEUTICALS CORPORATION OF SRI LANKA
"MEHEWARA PIYASA", 26TH FLOOR
NO. 41, KIRULA ROAD
COLOMBO 5.
SRI LANKA.

FAX : 00 94-11- 2582496
TELEPHONE : 00 94-11- 2582509
E-MAIL : pharma.manager@spc.lk

GENERAL MANAGER
STATE PHARMACEUTICALS CORPORATION OF SRI LANKA
FOR CHAIRMAN DEPARTMENTAL PROCUREMENT COMMITTEE
"MEHEWARA PIYASA", 26TH FLOOR
NO. 41, KIRULA ROAD
COLOMBO 5.

TENDER NO. : DHS/P/WW/267/22
DATE OF ISSUE : 2ND JUNE 2021
CLOSING DATE & TIME : 15TH JULY 2021 AT 09.00 HOURS SRI LANKA TIME

ORDER LIST NO. : 2022/SPC/N/R/P/00039

<u>SR No.</u>	<u>Item Description/ Specification</u>	<u>Quantity</u>	<u>Delivery</u>
00701201	<p>Carbimazole tablets BP 5mg</p> <p>Carbimazole tablets BP 5mg Each tablet to contain 5mg of Carbimazole BP.</p> <p>Note: 01.The shelf life of the product should be Minimum of 24 months.</p> <p>Packing : 10 Tablets in a strip 10 strips in a Box</p>	4,000,000 Tablets	4,000,000 Tablets – September 2022

Representative Tender samples to be submitted for the evaluation.

The amount of Bid Bond: LKR 88,000.00 or USD 442.00.

Bid Bond should be submitted with valid up to 10.02.2022 together with the bid

Bid should be valid till 11.01.2022.

Non refundable Bid Fee Rs. 3,000.00 + Taxes should be paid in cash to SPC for each set of Tender Documents.

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

CONDITIONS OF SUPPLY

(a) Part A

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

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

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

All possible tender deviations such as Packing, labeling, delivery schedule, storage status, payment mode & conditions, etc., shall be communicated and agreed upon before accepting the tender award by the supplier. Noncompliance of same shall be considered as tender violations, to apply penalty (as clause No. 36).

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

Shelf life & Warrantees.

7. Freshly manufactured stocks of the product shall be supplied; thereby the residual Shelf Life (shelf life remaining at the time of delivery of goods at the MSD stores/ Sri Lanka) of the product, shall be 85% of the product shelf life specified in the 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 is 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, SPC/MSD reserves the right to accept a reduced quantity, that is usable (as per the consumption rate) up to three months before the expiry of same and will subject to application of a penalty (as clause No. 36).

Standards & Quality

8. Standards; In respect of all Pharmaceutical products supplied, shall comply Pharmacopoeial Standards that are indicated in the item specifications, other Pharmacopoeial Standards accepted in the product registration by the National Medicines Regulatory Authority.
9. As per the product registration dossier approved by NMRA, the product information leaflet (PIL) for the Pharmaceutical 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.
10. Withdrawal from use of items due to quality failure found as manufacturer/s fault:
 - (a). In case of batch withdrawal, value of entire batch quantity supplied shall be 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 surcharged 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 or shall conform to the information submitted for waiver of registration granted by NMRA in exceptional circumstances. (refer clause No.23)

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.

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. (to be selectively applied for Surgical & Lab items, depending on availability of testing methodology & facilities).

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

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. In respect of bulk packs (not applicable for blister/strip packs), 'DHS' mark shall be ;

(a). embossed or printed in case of tablets

(b). printed in case of capsules

Above condition can be waved off, if the quantity in the purchase order is less than 100,000 tablets/capsules, (any exemptions to this condition, is notified in the relevant MSD order list)

16. Each; innermost pack, vial/ampoule, pre-filled syringe or bottle, shall bear the item Description, SR No, Batch No/Lot no., Reference/Catalogue no.(not for pharmaceuticals), Date of Manufacture, Date of Expiry and 'STATE LOGO' of Government of Sri Lanka.

It is essential to include and exactly match the dates of Expiry (& date of Manufacture (in any form as 'Year & Month' or 'No Exp.'), in the innermost pack and supplier's invoice.

(Applicability of the innermost pack mentioned in this clause shall be adapted as per the pack specified in the specification.)

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

18. 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.

19. 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).
20. 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

21. 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 °C +/- 2 °C temperature and 75% +/-5% relative humidity. The product storage conditions shall be clearly indicated at all levels of labels/packages/boxes.
22. Maintenance of Cold Chain;
- a. In case of cold storage items, cold chain monitors (temperature recording devices) shall be included for each carton and the cold chain shall be maintained according to the manufacturer's instructions during storage, transport and delivery.
 - b. Supplier shall use suitable prominently visible identification marks of international standard, with appropriate colours and sizes for easy identification of cold cargo. Supplier shall use standardized USB Devices for temperature data logging inside the packages and shall provide free of charge, data logger readers &/ software (reading apps compatible with Windows-07/latest) to wharf department of SPC in advance, to enable examining the maintenance of cold chain in transit, and before taking over the consignment by MSD.
 - c. If the cold chain break is observed at the time of taking over the consignments by MSD, such consignments shall be rejected, indicating the reason on the relevant WDN or copy of the delivery documents. In such an event, the SPC shall arrange necessary cold storage for the consignment until 'observed cold chain break' is investigated leading to acceptance / total rejection of consignment and the expenses 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 cold chain maintenance, to arrive in Sri Lanka during Monday to Thursday to avoid additional demurrage & storage charges during weekends, during which MSD stores is closed. In case of non-compliance of this condition, any additional expenses incurred to MSD and SPC, to Custom clear/store/receive such consignments shall be recovered from the supplier.
23. In respect of the products requiring controlled temperature storage (Eg. < 25 °C, 2-25 °C, 15-20 °C /30 °C, 2-8 °C etc.), supplier shall provide MSD with latest product stability study reports with the invoice of the consignment.(report shall include studies; at 30 °C +/- 2 °C & 75% +/- 5% RH for AC stored items and at 25 °C +/- 2 °C & 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

24. 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. 26 on delayed deliveries, shall be applied.

25. 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.
26. Defaulted consignments with respect to delivery schedule shall only be considered for acceptance, subject to a penalty imposed for the delay due to suppliers fault, allowing a grace period up to two weeks. Consignments delivered after that grace period shall be considered for acceptance subject to a penalty to the supplier as described below ;
- (a). A penalty of 0.5% per day of the consignment value, calculated commencing from the 15th day up to 60th day delay from the due delivery date, as per the indent/PO or its? latest amended delivery schedules.
 - (b). When the delay exceeds 60 days purchase order will be considered as automatically cancelled, on defaulted performance. In such a situation, MSD reserve the right to recover liquidated damages or to revoke the cancellation (eg. if payments have been released prior to such a cancellation), and accept the consignment subject to a 25% admin surcharge.
27. (i). If any local purchases were to be made by MSD/SPC to ensure continuity of supply (due to noncompliance of Indent/PO/its' amended; delivery schedule); in the ensuing period inclusive of the grace period for delivery from due delivery date, extra expenditure incurred on such local purchases, over the landed cost of relevant SPC main order, shall be recovered from the supplier.
- (ii). If a delivery defaulted (violating delivery schedule in the indent/PO) SPC supplier/his local agent, who participate in an urgent local purchase tender of SPC or MSD for the same item, quoting the same product or any similar product, is bound to supply the local purchase order at the landed cost of the defaulted SPC main order. In violations of the same, the cost difference will be set off from the payments to the supplier of the corresponding SPC main order.
28. In respect of local manufacturers/ local suppliers, all deliveries shall be made only on week days excluding public holidays, also allowing adequate time to enable the completion of the receiving process at MSD stores before 3.30 p.m.
- In the event of failure to meet this deadline due to supplier/s fault (eg. In delivery; time, product, document, etc.) goods shall be accepted on the following working day, such date shall be counted for working out penalties as per No. 26 (regarding defaulted consignment) of the conditions of supply.
- As an alternative, supplier can request MSD to take over the consignment on the same day, subject to settling all adl. expenses (i.e. staff OT, forklift charge, etc.) of MSD, by the supplier.
29. The extension of L/C's overstepping delivery schedules in the Indent/PO/its' amendments, shall not in any way affect the recovery of late delivery charges, as per Condition No. 26 (regarding defaulted consignments) and any other direct or indirect additional costs/liquidated damages, relating/consequent to extension of L/C.
30. When adequate storage space is not available at MSD, to accept a delivery defaulted consignment (deviating from the delivery schedule in the Indent/PO/its' amendments) under the

condition No. 26, 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

31. 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.
32. One of the tender samples of the selected bid shall be forwarded to MSD, for using as a reference sample (can make it; a part of the last consignment or a returnable to supplier) for checking the conformity of the consignments received under the indent/PO.(applicable for all surgical items and regular category of laboratory items, when specified in respective order lists). The artwork of the; specimen labels, minimum pack and outer most box/shipper carton, that satisfies the above mentioned labeling conditions, shall also be provided before signing the contract with the performance bond.
33. 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.
34. 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 clause 26 will not be applicable.

Common conditions

35. In addition to the general conditions of supply given herein, item/order-list specific amendments, exclusions or additions to the same, stated in the covering letter of the order list and any other relevant conditions as per the tender document issued by SPC, are also applicable. The order/item specific; new conditions or amendments to General Order Conditions, will be included in the order list itself and as a remark entry in the MSMIS order records.
36. Administrative surcharge of 25%(on the value of goods), will be applied for tender condition violations that cause deficiencies in supply with respect to; quality, standards & specifications, short packing & short supply or delayed delivery as per the cabinet decision. (eg. As in conditions No. 07,05,09,12)

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

(b) Part B –Special Order Conditions (SOC) of supply

Note : SOC's 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. & S.R. No.s, shall be indicated separately against each clause of SOC, with the counter signature of Director (MSD) to make it effective.

Special Conditions for Bidding :

1. Offers should be accompanied with the valid registration certificate (Notary Certified) issued by the National Medicines Regulatory Authority in Sri Lanka formerly Cosmetic Devices and Drugs Authority.
2. Offered item should bear our SR number.
3. If awarded supplier is unable to adhere to 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.

4. **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.**

Comparison of foreign offer and local offer made on Imports & Supply basis will be compared as follows.

Local offers which are for Import & Supply basis will be divided by a hypothetical value for comparison of offers against C & F value based on the HS Code of the item as determined by SPC.

5. **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 Tenders" of the tender document in this regard.**
6. 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. The volume of the total quantity of each item should be given in cubic meters (m³).
7. 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.

Sufficient quantity of Samples should be forwarded for evaluation

8. The original payment receipt for purchasing the bidding document has to be annexed to the offer. Offers without same will be rejected.
9. Procurement Committee has the authority to decide whether pre-shipment/ pre delivery/post delivery samples to be tested. In such cases the supplier will have to bear the cost of testing samples.
10. The bid submitted should be duly signed and endorsed by the Bidder/ Tenderer himself (with the name and designation of the signatory) or by the representative. Representatives submitting offers on behalf of their principals should submit a letter of authorization and power of attorney (if signing on behalf of the principals) and also should submit documentary proof on their registration as per the Act. No. 03 of 1987 with the Department of the Registrar of Companies – Sri Lanka (where applicable).
11. The successful supplier should agree to dispatch by fax/courier a full set of copy document to SPC at least 3 days prior to arrival of consignment in Sri Lanka to prevent any delay in clearance.
Demurrage /additional charges if any which become payable due to supplier's failure to comply with this requirement will be claimed from the supplier.
12. In the event of an award made to you on this tender, SPC reserves 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.**
13. **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.**
14. The recommended storage mentioned on the product label should be maintained at transit also and storage condition should be clearly showed on Bill of Lading/Airway Bill and invoice.

15. **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.**

16. All shipments 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 vessel of the Ceylon Shipping Corporation do not call at the Port of shipment or if they are not available for time by shipment of cargo, in which event the supplier should attached a waiver

certificate issued by Ceylon Shipping Corporation or their Authorized Agent in the Supplier's Country.

17. SPC reserves the right to reject offers which do not comply with above conditions.

Amendments to the Bidding Documents for procurement of pharmaceuticals for the Department of Health Services of Government of Sri Lanka (Blue Book). (DPC)

Address to be read as "State Pharmaceuticals Corporation of Sri Lanka, "Mehewara Piyasa", 16th Floor, No. 41, Kirula Road, Colombo 5" mentioned in all specified clauses

Terms and Conditions of Bid/Instructions to Bidders

Page No. 6 Condition No. 8 (BONDS/GUARANTEES) to be amended to read as follows:

- 08.1 Bidders should furnish an unconditional Bid Bond as per **Annex III** encashable on first written demand to the value stated against each item in the **Annex 1** of the Bidding Document.
Bid Bond should be submitted together with the Bid or to reach SPC on or before the closing date and time of Bid. Bids submitted without Bid Bonds, will not be considered.
- 08.2 The Bid Bond should be valid for at least 30 days beyond the validity of the Bid. The amount of bid bond and the date until which the bid should be valid is indicated in the Annex I.

Page No. 8 Condition No. 12 FREE REPLACEMENT to be amended to read as follows:

FREE REPLACEMENT/ REIMBURSEMENT

Page No. 8 Condition No. 12.2 under the Para b) 2nd line delete the words '**replaced or**'

Page No. 14 Condition No. 20 (REGISTRATION) 20.1 (b) to be amended to read as follows:

- (b) **A Certified copy of the NMRA registration Certificate certified by Attorney-at-Law, Commissioner of Oaths or Justice of Peace should be submitted along with the bid.**

Page No. 16 Condition No. 22 (TESTING OF BATCH SAMPLES) 22.1 to be amended to read as follows:

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

<u>ANNEX – 1</u>			
BID NO./BID REFERENCE : (TENDER NO.)			
DATE OF ISSUE :			
CLOSING DATE & TIME : (SRI LANKAN TIME) :			
<hr/>			
<u>ORDER LIST NO. :</u>			
SR No.	Item Description/Specifications	Quantity	Delivery Schedule

..... Nos of Representative samples for the item to be submitted for the evaluation as tender samples.

Amount of Bid Bond : LKR or USD to be submitted along with the Bid

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.

BID FOR THE SUPPLY OF BID NO./BID REFERENCE

Heading of 2 nd Column	FULL DESCRIPTION OF ITEM OFFERED, THE STANDARD AND STORAGE TEMPERATURE
Heading of 11 th Column	NMRA REGISTRATION CERTIFICATE NO. & DATE OF EXPIRY

Amendment to Bidding Document under 'Conditions of Contract'

Page No. 39, Condition No. 8 TERMS OF DELIVERY to be amended to read as,

08 **TERMS OF DELIVERY**

- 8.1 All shipment should be made exclusively on vessels belonging to the Ceylon Shipping Corporation Ltd or those chartered by CSCL. Shipments on other vessels will be permitted in instances where vessel of the Ceylon Shipping Corporation Ltd do not call at the Port of shipment or if they are not available for time by 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.
- 8.2 SPC may nominate Independent Competent Authorities for issue of shipment Inspection Certificate (Certificate of Quality, Quantity and Loading) cost of such certificate should be borne by the supplier.
- 8.3 All items should be shipped to the destination and strictly conform to the delivery dates as per schedule I hereto marked
- 8.4 Delivery of all goods should be within the period of validity of the Letter of Credit, Except in exceptional circumstances no extensions will be granted. Cost of such extension in any would be borne by the supplier.
- 8.5 If the supplier fails to make deliveries within the time specified by the SPC (without prejudice to the other rights of SPC resulting from breach of the contract conditions) May be written notice to the supplier terminate the right of the supplier to proceed with any or all of the remaining part of the contract as provided for in clause 9.1 hereof in addition the SPC reserves the right to purchase from other sources any or all undelivered items and to recover excess costs from the supplier.
- 8.6 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 the grace period shall be considered for acceptance subject to a surcharge to the supplier as stated below ;
 - (a). A surcharge of 0.5% per day of the consignment value, calculated commencing from the 15th day up to 60th day delay from the due delivery date, as per the indent/PO or its' latest amended delivery schedules.
 - (b). When the delay exceeds 60days purchase order will be considered as automatically cancelled, on defaulted performance. In such a situation, MSD reserve the right to recover liquidated damages or to revoke the cancellation (eg. if payments have been released prior to such a cancellation), and accept the consignment subject to a 25% admin surcharge.
- 8.7 In case of local suppliers, requests may be made for supply of goods in more installments than indicated in Annex 1.

Page No. 39 Condition No. 9.2 (Payment) - To be amended to read as follows ;
All payments will be on confirmed irrevocable letter of credit payable at sight/credit.

Please refer Global Bid Document

B: [Global Tender - Bid Document for Pharmaceutical DPC](#)



PROCUREMENT NOTICE - GLOBAL

STATE PHARMACEUTICALS CORPORATION OF SRI LANKA

The Chairman, Procurement Committee of the State Pharmaceuticals Corporation of Sri Lanka will receive sealed bids for supply of following items to the Department of Health Services for year 2022.

Bid Number	Closing Date & Time	Item Description	Date of issue of Bidding Documents from	Non-refundable Bid Fee
DHS/P/WW/266/22	15.07.2021 at 9.00 a.m.	78,000 Tablets of Dexamethasone Tablet 4mg	02.06.2021	Rs. 3,000/= + 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 at the Head Office of the State Pharmaceuticals Corporation of Sri Lanka, "Mehewara Piyasa", 16th Floor, No. 41, Kirula Road, Colombo 5. These could be purchased on cash payment of a non-refundable Bid Fee per set as mentioned above. Offers received without enclosing original payment receipt are liable to be rejected.

Wherever applicable 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 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 DEPARTMENTAL PROCUREMENT COMMITTEE
STATE PHARMACEUTICALS CORPORATION OF SRI LANKA
"MEHEWARA PIYASA", 26TH FLOOR
NO. 41, KIRULA ROAD
COLOMBO 5.
SRI LANKA.

FAX : 00 94-11- 2582496
TELEPHONE : 00 94-11- 2582509
E-MAIL : pharma.manager@spc.lk

GENERAL MANAGER
STATE PHARMACEUTICALS CORPORATION OF SRI LANKA
FOR CHAIRMAN DEPARTMENTAL PROCUREMENT COMMITTEE
"MEHEWARA PIYASA", 26TH FLOOR
NO. 41, KIRULA ROAD
COLOMBO 5.

TENDER NO. : DHS/P/WW/266/22
DATE OF ISSUE : 2ND JUNE 2021
CLOSING DATE & TIME : 15TH JULY 2021 AT 09.00 HOURS SRI LANKA TIME

ORDER LIST NO. : 2022/SPC/N/R/P/00039

<u>SR No.</u>	<u>Item Description/ Specification</u>	<u>Quantity</u>	<u>Delivery</u>
00701603	<p>Dexamethazone Tablets 4mg</p> <p>Dexamethazone Tablets BP 4mg Each tablet to contain 4mg of Dexamethazone BP Tablet should also conformed to dissolution test for Dexamethazone Tablets as per USP OR Dexamethazone Tablets USP 4mg Each tablet to contain 4mg of Dexamethazone USP</p> <p>Note: 01.Tablets should be scored 02.The shelf life of the product should be minimum of 24 months</p> <p>Packing : 10 Tablets in a strip 10 strips in a box</p>	78,000 Tablets	78,000 Tablets – October 2022

Representative Tender samples to be submitted for the evaluation.

The amount of Bid Bond: LKR 82,041.00 or USD 412.00.

Bid Bond should be submitted with valid up to 10.02.2022 together with the bid

Bid should be valid till 11.01.2022.

Non refundable Bid Fee Rs. 3,000.00 + Taxes should be paid in cash to SPC for each set of Tender Documents.

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

CONDITIONS OF SUPPLY**(a) Part A**

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

suppliers shall produce relevant valid registration certificates/licenses, when requested by MSD/SPC.

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

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

All possible tender deviations such as Packing, labeling, delivery schedule, storage status, payment mode & conditions, etc., shall be communicated and agreed upon before accepting the tender award by the supplier. Noncompliance of same shall be considered as tender violations, to apply penalty (as clause No. 36).

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

Shelf life & Warrantees.

7. Freshly manufactured stocks of the product shall be supplied; thereby the residual Shelf Life (shelf life remaining at the time of delivery of goods at the MSD stores/ Sri Lanka) of the product, shall be 85% of the product shelf life specified in the 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 is 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, SPC/MSD reserves the right to accept a reduced quantity, that is usable (as per the consumption rate) up to three months before the expiry of same and will subject to application of a penalty (as clause No. 36).

Standards & Quality

8. Standards; In respect of all Pharmaceutical products supplied, shall comply Pharmacopoeial Standards that are indicated in the item specifications, other Pharmacopoeial Standards accepted in the product registration by the National Medicines Regulatory Authority.
9. As per the product registration dossier approved by NMRA, the product information leaflet (PIL) for the Pharmaceutical 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.

10. Withdrawal from use of items due to quality failure found as manufacturer/s fault:

- (a). In case of batch withdrawal, value of entire batch quantity supplied shall be 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 surcharged 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 or shall conform to the information submitted for waiver of registration granted by NMRA in exceptional circumstances. (refer clause No.23)

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.

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. (to be selectively applied for Surgical & Lab items, depending on availability of testing methodology & facilities).

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

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. In respect of bulk packs (not applicable for blister/strip packs), 'DHS' mark shall be ;

- (a). embossed or printed in case of tablets
- (b). printed in case of capsules

Above condition can be waved off, if the quantity in the purchase order is less than 100,000 tablets/capsules, (any exemptions to this condition, is notified in the relevant MSD order list)

16. Each; innermost pack, vial/ampoule, pre-filled syringe or bottle, shall bear the item Description, SR No, Batch No/Lot no., Reference/Catalogue no.(not for pharmaceuticals), Date of Manufacture, Date of Expiry and 'STATE LOGO' of Government of Sri Lanka.

It is essential to include and exactly match the dates of Expiry (& date of Manufacture (in any form as 'Year & Month' or 'No Exp.'), in the innermost pack and supplier's invoice.

(Applicability of the innermost pack mentioned in this clause shall be adapted as per the pack specified in the specification.)

17. Description of the Item, SR No, Date of Manufacture, Date of Expiry, Batch No, Name and address of manufacturer and 'STATE LOGO' of Sri Lanka Government shall be clearly marked on the outer covering of the individual/innermost pack containing the minimum unit of measure, including blister & strip cards and on the outer cover of the carton/box. Any deviations of the Date of Manufacture (DOM)/ Date of Expiry (DOE) declared in the offer shall be approved by MSD and DOM & DOE shall consist of at least the year & month.
18. 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.
19. 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).
20. 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

21. 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 °C +/- 2 °C temperature and 75% +/-5% relative humidity. The product storage conditions shall be clearly indicated at all levels of labels/packages/boxes.
22. Maintenance of Cold Chain;
 - a. In case of cold storage items, cold chain monitors (temperature recording devices) shall be included for each carton and the cold chain shall be maintained according to the manufacturer's instructions during storage, transport and delivery.
 - b. Supplier shall use suitable prominently visible identification marks of international standard, with appropriate colours and sizes for easy identification of cold cargo. Supplier shall use standardized USB Devices for temperature data logging inside the packages and shall provide free of charge, data logger readers &/ software (reading apps compatible with Windows-07/latest) to wharf department of SPC in advance, to enable examining the maintenance of cold chain in transit, and before taking over the consignment by MSD.
 - c. If the cold chain break is observed at the time of taking over the consignments by MSD, such consignments shall be rejected, indicating the reason on the relevant WDN or copy of the delivery documents. In such an event, the SPC shall arrange necessary cold storage for the consignment until 'observed cold chain break' is investigated leading to acceptance / total rejection of consignment and the expenses 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 cold chain maintenance, to arrive in Sri Lanka during Monday to Thursday to avoid additional demurrage & storage charges during weekends, during which MSD stores is closed. In case of non-compliance of this condition, any additional expenses incurred to MSD and SPC, to Custom clear/store/receive such consignments shall be recovered from the supplier.

23. In respect of the products requiring controlled temperature storage (Eg. < 25 °C, 2-25 °C, 15-20 °C /30 °C, 2-8 °C etc.), supplier shall provide MSD with latest product stability study reports with the invoice of the consignment.(report shall include studies; at 30 °C +/- 2 °C & 75% +/- 5% RH for AC stored items and at 25 °C +/- 2 °C & 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

24. 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. 26 on delayed deliveries, shall be applied.

25. 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.
26. Defaulted consignments with respect to delivery schedule shall only be considered for acceptance, subject to a penalty imposed for the delay due to suppliers fault, allowing a grace period up to two weeks. Consignments delivered after that grace period shall be considered for acceptance subject to a penalty to the supplier as described below ;
- (a). A penalty of 0.5% per day of the consignment value, calculated commencing from the 15th day up to 60th day delay from the due delivery date, as per the indent/PO or its? latest amended delivery schedules.
 - (b). When the delay exceeds 60 days purchase order will be considered as automatically cancelled, on defaulted performance. In such a situation, MSD reserve the right to recover liquidated damages or to revoke the cancellation (eg. if payments have been released prior to such a cancellation), and accept the consignment subject to a 25% admin surcharge.
27. (i). If any local purchases were to be made by MSD/SPC to ensure continuity of supply (due to noncompliance of Indent/PO/its' amended; delivery schedule); in the ensuing period inclusive of the grace period for delivery from due delivery date, extra expenditure incurred on such local purchases, over the landed cost of relevant SPC main order, shall be recovered from the supplier.
- (ii). If a delivery defaulted (violating delivery schedule in the indent/PO) SPC supplier/his local agent, who participate in an urgent local purchase tender of SPC or MSD for the same item, quoting the same product or any similar product, is bound to supply the local purchase order at the landed cost of the defaulted SPC main order. In violations of the same, the cost difference will be set off from the payments to the supplier of the corresponding SPC main order.
28. In respect of local manufacturers/ local suppliers, all deliveries shall be made only on week days excluding public holidays, also allowing adequate time to enable the completion of the receiving process at MSD stores before 3.30 p.m.
- In the event of failure to meet this deadline due to supplier/s fault (eg. In delivery; time, product, document, etc.) goods shall be accepted on the following working day, such date shall be counted for working out penalties as per No. 26 (regarding defaulted consignment) of the conditions of supply.

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

29. The extension of L/C's overstepping delivery schedules in the Indent/PO/its' amendments, shall not in any way affect the recovery of late delivery charges, as per Condition No. 26 (regarding defaulted consignments) and any other direct or indirect additional costs/liquidated damages, relating/consequent to extension of L/C.
30. When adequate storage space is not available at MSD, to accept a delivery defaulted consignment (deviating from the delivery schedule in the Indent/PO/its' amendments) under the condition No. 26, 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

31. 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.
32. One of the tender samples of the selected bid shall be forwarded to MSD, for using as a reference sample (can make it; a part of the last consignment or a returnable to supplier) for checking the conformity of the consignments received under the indent/PO.(applicable for all surgical items and regular category of laboratory items, when specified in respective order lists). The artwork of the; specimen labels, minimum pack and outer most box/shipper carton, that satisfies the above mentioned labeling conditions, shall also be provided before signing the contract with the performance bond.
33. 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.
34. 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 clause 26 will not be applicable.

Common conditions

35. In addition to the general conditions of supply given herein, item/order-list specific amendments, exclusions or additions to the same, stated in the covering letter of the order list and any other relevant conditions as per the tender document issued by SPC, are also applicable. The order/item specific; new conditions or amendments to General Order Conditions, will be included in the order list itself and as a remark entry in the MSMIS order records.
36. Administrative surcharge of 25%(on the value of goods), will be applied for tender condition violations that cause deficiencies in supply with respect to; quality, standards & specifications, short packing & short supply or delayed delivery as per the cabinet decision. (eg. As in conditions No. 07,05,09,12)

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

(b) Part B –Special Order Conditions (SOC) of supply

Note : SOC's 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. & S.R. No.s, shall be indicated separately against each clause of SOC, with the counter signature of Director (MSD) to make it effective.

Special Conditions for Bidding :

1. Offers should be accompanied with the valid registration certificate (Notary Certified) issued by the National Medicines Regulatory Authority in Sri Lanka formerly Cosmetic Devices and Drugs Authority.
2. Offered item should bear our SR number.
3. If awarded supplier is unable to adhere to 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.
4. **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.**

Comparison of foreign offer and local offer made on Imports & Supply basis will be compared as follows.

Local offers which are for Import & Supply basis will be divided by a hypothetical value for comparison of offers against C & F value based on the HS Code of the item as determined by SPC.

5. **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 Tenders" of the tender document in this regard.**
6. 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. The volume of the total quantity of each item should be given in cubic meters (m³).
7. 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.
- Sufficient quantity of Samples should be forwarded for evaluation**
8. The original payment receipt for purchasing the bidding document has to be annexed to the offer. Offers without same will be rejected.
9. Procurement Committee has the authority to decide whether pre-shipment/ pre delivery/post delivery samples to be tested. In such cases the supplier will have to bear the cost of testing samples.
10. The bid submitted should be duly signed and endorsed by the Bidder/ Tenderer himself (with the name and designation of the signatory) or by the representative. Representatives submitting offers on behalf of their principals should submit a letter of authorization and power of attorney (if signing on behalf of the principals) and also should submit documentary proof on their registration as per the Act. No. 03 of 1987 with the Department of the Registrar of Companies – Sri Lanka (where applicable).
11. The successful supplier should agree to dispatch by fax/courier a full set of copy document to SPC at least 3 days prior to arrival of consignment in Sri Lanka to prevent any delay in clearance.

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

12. In the event of an award made to you on this tender, SPC reserves 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.
13. **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 contract act in accordance with the section 10 of the Public Contract Act and produce such valid original certificate of registration with the bid.**
14. The recommended storage mentioned on the product label should be maintained at transit also and storage condition should be clearly showed on Bill of Lading/Airway Bill and invoice.

15. 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.

16. All shipments 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 vessel of the Ceylon Shipping Corporation do not call at the Port of shipment or if they are not available for time by shipment of cargo, in which event the supplier should attached a waiver certificate issued by Ceylon Shipping Corporation or their **Authorized Agent in the Supplier's Country.**

17. SPC reserves the right to reject offers which do not comply with above conditions.

Amendments to the Bidding Documents for procurement of pharmaceuticals for the Department of Health Services of Government of Sri Lanka (Blue Book). (DPC)

Address to be read as "State Pharmaceuticals Corporation of Sri Lanka, "Mehewara Piyasa", 16th Floor, No. 41, Kirula Road, Colombo 5" mentioned in all specified clauses

Terms and Conditions of Bid/Instructions to Bidders

Page No. 6 Condition No. 8 (BONDS/GUARANTEES) to be amended to read as follows:

- 08.1 Bidders should furnish an unconditional Bid Bond as per **Annex III** encashable on first written demand to the value stated against each item in the **Annex 1** of the Bidding Document.
Bid Bond should be submitted together with the Bid or to reach SPC on or before the closing date and time of Bid. Bids submitted without Bid Bonds, will not be considered.
- 08.2 The Bid Bond should be valid for at least 30 days beyond the validity of the Bid. The amount of bid bond and the date until which the bid should be valid is indicated in the Annex I.

Page No. 8 Condition No. 12 FREE REPLACEMENT to be amended to read as follows:

FREE REPLACEMENT/ REIMBURSEMENT

Page No. 8 Condition No. 12.2 under the Para b) 2nd line delete the words 'replaced or'

Page No. 14 Condition No. 20 (REGISTRATION) 20.1 (b) to be amended to read as follows:

- (b) **A Certified copy of the NMRA registration Certificate certified by Attorney-at-Law, Commissioner of Oaths or Justice of Peace should be submitted along with the bid.**

Page No. 16 Condition No. 22 (TESTING OF BATCH SAMPLES) 22.1 to be amended to read as follows:

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

<u>ANNEX – 1</u>			
BID NO./BID REFERENCE : (TENDER NO.)			
DATE OF ISSUE :			
CLOSING DATE & TIME : (SRI LANKAN TIME) :			
<hr/>			
<u>ORDER LIST NO. :</u>			
SR No.	Item Description/Specifications	Quantity	Delivery Schedule

..... Nos of Representative samples for the item to be submitted for the evaluation as tender samples.

Amount of Bid Bond : LKR or USD to be submitted along with the Bid

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.

BID FOR THE SUPPLY OF BID NO./BID REFERENCE

Heading of 2 nd Column	FULL DESCRIPTION OF ITEM OFFERED, THE STANDARD AND STORAGE TEMPERATURE
Heading of 11 th Column	NMRA REGISTRATION CERTIFICATE NO. & DATE OF EXPIRY

Amendment to Bidding Document under 'Conditions of Contract'

Page No. 39, Condition No. 8 TERMS OF DELIVERY to be amended to read as,

08 **TERMS OF DELIVERY**

- 8.1 All shipment should be made exclusively on vessels belonging to the Ceylon Shipping Corporation Ltd or those chartered by CSCL. Shipments on other vessels will be permitted in instances where vessel of the Ceylon Shipping Corporation Ltd do not call at the Port of shipment or if they are not available for time by 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.
- 8.2 SPC may nominate Independent Competent Authorities for issue of shipment Inspection Certificate (Certificate of Quality, Quantity and Loading) cost of such certificate should be borne by the supplier.
- 8.3 All items should be shipped to the destination and strictly conform to the delivery dates as per schedule I hereto marked
- 8.4 Delivery of all goods should be within the period of validity of the Letter of Credit, Except in exceptional circumstances no extensions will be granted. Cost of such extension in any would be borne by the supplier.
- 8.5 If the supplier fails to make deliveries within the time specified by the SPC (without prejudice to the other rights of SPC resulting from breach of the contract conditions) May be written notice to the supplier terminate the right of the supplier to proceed with any or all of the remaining part of the contract as provided for in clause 9.1 hereof in addition the SPC reserves the right to purchase from other sources any or all undelivered items and to recover excess costs from the supplier.
- 8.6 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 the grace period shall be considered for acceptance subject to a surcharge to the supplier as stated below ;
 - (a). A surcharge of 0.5% per day of the consignment value, calculated commencing from the 15th day up to 60th day delay from the due delivery date, as per the indent/PO or its' latest amended delivery schedules.
 - (b). When the delay exceeds 60days purchase order will be considered as automatically cancelled, on defaulted performance. In such a situation, MSD reserve the right to recover liquidated damages or to revoke the cancellation (eg. if payments have been released prior to such a cancellation), and accept the consignment subject to a 25% admin surcharge.
- 8.7 In case of local suppliers, requests may be made for supply of goods in more installments than indicated in Annex 1.

Page No. 39 Condition No. 9.2 (Payment) - To be amended to read as follows ;
All payments will be on confirmed irrevocable letter of credit payable at sight/credit.

Please refer Global Bid Document

B: [Global Tender - Bid Document for Pharmaceutical DPC](#)



PROCUREMENT NOTICE - GLOBAL

STATE PHARMACEUTICALS CORPORATION OF SRI LANKA

The Chairman, Procurement Committee of the State Pharmaceuticals Corporation of Sri Lanka will receive sealed bids for supply of following items to the Department of Health Services for year 2022.

Bid Number	Closing Date & Time	Item Description	Date of issue of Bidding Documents from	Non-refundable Bid Fee
DHS/P/WW/265/22	15.07.2021 at 9.00 a.m.	850,000 Tablets of Hydrocortisone Tablet 10mg	02.06.2021	Rs. 3,000/= + 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 at the Head Office of the State Pharmaceuticals Corporation of Sri Lanka, "Mehewara Piyasa", 16th Floor, No. 41, Kirula Road, Colombo 5. These could be purchased on cash payment of a non-refundable Bid Fee per set as mentioned above. Offers received without enclosing original payment receipt are liable to be rejected.

Wherever applicable 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 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 DEPARTMENTAL PROCUREMENT COMMITTEE
STATE PHARMACEUTICALS CORPORATION OF SRI LANKA
"MEHEWARA PIYASA", 26TH FLOOR
NO. 41, KIRULA ROAD
COLOMBO 5.
SRI LANKA.

FAX : 00 94-11- 2582496
TELEPHONE : 00 94-11- 2582509
E-MAIL : pharma.manager@spc.lk

GENERAL MANAGER
STATE PHARMACEUTICALS CORPORATION OF SRI LANKA
FOR CHAIRMAN DEPARTMENTAL PROCUREMENT COMMITTEE
"MEHEWARA PIYASA", 26TH FLOOR
NO. 41, KIRULA ROAD
COLOMBO 5.

TENDER NO. : DHS/P/WW/265/22
DATE OF ISSUE : 2ND JUNE 2021
CLOSING DATE & TIME : 15TH JULY 2021 AT 09.00 HOURS SRI LANKA TIME

ORDER LIST NO. : 2022/SPC/N/R/P/00039

<u>SR No.</u>	<u>Item Description/ Specification</u>	<u>Quantity</u>	<u>Delivery</u>
00701502	<p>Hydrocortisone Tablets 10mg</p> <p>Hydrocortisone Tablets USP 10mg Each tablet to contain 10mg of Hydrocortisone USP.</p> <p>Note: 01.The shelf life of the product should be Minimum of 24 months.</p> <p>Packing : 10 Tablets in a strip 10 strips in a box</p>	850,000 Tablets	850,000 Tablets – August 2022

Representative Tender samples to be submitted for the evaluation.

The amount of Bid Bond: LKR 135,830.00 or USD 681.00.

Bid Bond should be submitted with valid up to 10.02.2022 together with the bid

Bid should be valid till 11.01.2022.

Non refundable Bid Fee Rs. 3,000.00 + Taxes should be paid in cash to SPC for each set of Tender Documents.

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

CONDITIONS OF SUPPLY

(a) Part A

- The consignments supplied in respect of an order concerned, shall exactly match with the reference sample submitted and the product information (item descriptions, shelf life/warranty where applicable, manufacturer's name, country of manufacture, country of origin, etc.) provided in the bid document by the supplier, which has been accepted by the procurement committee, and included in the Indent / Purchase Order (PO), issued by SPC.
- 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.
- Maintaining the validity of the product registration during the period of supply (delivery schedule), obtaining waiver of registration &/ import license / manufacture licensing at NMRA, is a pre-requisite for the supply of surgical, pharmaceutical and relevant laboratory items. Hence all suppliers shall produce relevant valid registration certificates/licenses, when requested by MSD/SPC.
When the validity of the product/manufacturing licenses and registrations of NMRA (eg; manufacturing license, product registration and GMP certificates), of local manufacturers / local suppliers, lapses during the year or during the period of supply (delivery schedule), it shall be extended / renewed by the supplier. A certified copies of afore mentioned valid certificates shall be submitted to MSD by the supplier when deliveries are made.

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

All possible tender deviations such as Packing, labeling, delivery schedule, storage status, payment mode & conditions, etc., shall be communicated and agreed upon before accepting the tender award by the supplier. Noncompliance of same shall be considered as tender violations, to apply penalty (as clause No. 36).

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

Shelf life & Warrantees.

7. Freshly manufactured stocks of the product shall be supplied; thereby the residual Shelf Life (shelf life remaining at the time of delivery of goods at the MSD stores/ Sri Lanka) of the product, shall be 85% of the product shelf life specified in the 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 is 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, SPC/MSD reserves the right to accept a reduced quantity, that is usable (as per the consumption rate) up to three months before the expiry of same and will subject to application of a penalty (as clause No. 36).

Standards & Quality

8. Standards; In respect of all Pharmaceutical products supplied, shall comply Pharmacopoeial Standards that are indicated in the item specifications, other Pharmacopoeial Standards accepted in the product registration by the National Medicines Regulatory Authority.
9. As per the product registration dossier approved by NMRA, the product information leaflet (PIL) for the Pharmaceutical 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.
10. Withdrawal from use of items due to quality failure found as manufacturer/s fault:
 - (a). In case of batch withdrawal, value of entire batch quantity supplied shall be 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 surcharged 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 or shall conform to the information submitted for waiver of registration granted by NMRA in exceptional circumstances.(refer clause No.23)

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.

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. (to be selectively applied for Surgical & Lab items, depending on availability of testing methodology & facilities).

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

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. In respect of bulk packs (not applicable for blister/strip packs), 'DHS' mark shall be ;

(a). embossed or printed in case of tablets

(b). printed in case of capsules

Above condition can be waved off, if the quantity in the purchase order is less than 100,000 tablets/capsules, (any exemptions to this condition, is notified in the relevant MSD order list)

16. Each; innermost pack, vial/ampoule, pre-filled syringe or bottle, shall bear the item Description, SR No, Batch No/Lot no., Reference/Catalogue no.(not for pharmaceuticals), Date of Manufacture, Date of Expiry and 'STATE LOGO' of Government of Sri Lanka.

It is essential to include and exactly match the dates of Expiry (& date of Manufacture (in any form as 'Year & Month' or 'No Exp.'), in the innermost pack and supplier's invoice.

(Applicability of the innermost pack mentioned in this clause shall be adapted as per the pack specified in the specification.)

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

18. 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.

19. 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).
20. 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

21. 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 °C +/- 2 °C temperature and 75% +/-5% relative humidity. The product storage conditions shall be clearly indicated at all levels of labels/packages/boxes.
22. Maintenance of Cold Chain;
- a. In case of cold storage items, cold chain monitors (temperature recording devices) shall be included for each carton and the cold chain shall be maintained according to the manufacturer's instructions during storage, transport and delivery.
 - b. Supplier shall use suitable prominently visible identification marks of international standard, with appropriate colours and sizes for easy identification of cold cargo. Supplier shall use standardized USB Devices for temperature data logging inside the packages and shall provide free of charge, data logger readers &/ software (reading apps compatible with Windows-07/latest) to wharf department of SPC in advance, to enable examining the maintenance of cold chain in transit, and before taking over the consignment by MSD.
 - c. If the cold chain break is observed at the time of taking over the consignments by MSD, such consignments shall be rejected, indicating the reason on the relevant WDN or copy of the delivery documents. In such an event, the SPC shall arrange necessary cold storage for the consignment until 'observed cold chain break' is investigated leading to acceptance / total rejection of consignment and the expenses 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 cold chain maintenance, to arrive in Sri Lanka during Monday to Thursday to avoid additional demurrage & storage charges during weekends, during which MSD stores is closed. In case of non-compliance of this condition, any additional expenses incurred to MSD and SPC, to Custom clear/store/receive such consignments shall be recovered from the supplier.
23. In respect of the products requiring controlled temperature storage (Eg. < 25 °C, 2-25 °C, 15-20 °C /30 °C, 2-8 °C etc.), supplier shall provide MSD with latest product stability study reports with the invoice of the consignment.(report shall include studies; at 30 °C +/- 2 °C & 75% +/- 5% RH for AC stored items and at 25 °C +/- 2 °C & 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

24. 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. 26 on delayed deliveries, shall be applied.

25. 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.
26. Defaulted consignments with respect to delivery schedule shall only be considered for acceptance, subject to a penalty imposed for the delay due to suppliers fault, allowing a grace period up to two weeks. Consignments delivered after that grace period shall be considered for acceptance subject to a penalty to the supplier as described below ;
- (a). A penalty of 0.5% per day of the consignment value, calculated commencing from the 15th day up to 60th day delay from the due delivery date, as per the indent/PO or its? latest amended delivery schedules.
 - (b). When the delay exceeds 60 days purchase order will be considered as automatically cancelled, on defaulted performance. In such a situation, MSD reserve the right to recover liquidated damages or to revoke the cancellation (eg. if payments have been released prior to such a cancellation), and accept the consignment subject to a 25% admin surcharge.
27. (i). If any local purchases were to be made by MSD/SPC to ensure continuity of supply (due to noncompliance of Indent/PO/its' amended; delivery schedule); in the ensuing period inclusive of the grace period for delivery from due delivery date, extra expenditure incurred on such local purchases, over the landed cost of relevant SPC main order, shall be recovered from the supplier.
- (ii). If a delivery defaulted (violating delivery schedule in the indent/PO) SPC supplier/his local agent, who participate in an urgent local purchase tender of SPC or MSD for the same item, quoting the same product or any similar product, is bound to supply the local purchase order at the landed cost of the defaulted SPC main order. In violations of the same, the cost difference will be set off from the payments to the supplier of the corresponding SPC main order.

28. In respect of local manufacturers/ local suppliers, all deliveries shall be made only on week days excluding public holidays, also allowing adequate time to enable the completion of the receiving process at MSD stores before 3.30 p.m.
- In the event of failure to meet this deadline due to supplier/s fault (eg. In delivery; time, product, document, etc.) goods shall be accepted on the following working day, such date shall be counted for working out penalties as per No. 26 (regarding defaulted consignment) of the conditions of supply.

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

29. The extension of L/C's overstepping delivery schedules in the Indent/PO/its' amendments, shall not in any way affect the recovery of late delivery charges, as per Condition No. 26 (regarding defaulted consignments) and any other direct or indirect additional costs/liquidated damages, relating/consequent to extension of L/C.
30. When adequate storage space is not available at MSD, to accept a delivery defaulted consignment (deviating from the delivery schedule in the Indent/PO/its' amendments) under the condition No. 26, 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

31. 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.
32. One of the tender samples of the selected bid shall be forwarded to MSD, for using as a reference sample (can make it; a part of the last consignment or a returnable to supplier) for checking the conformity of the consignments received under the indent/PO.(applicable for all surgical items and regular category of laboratory items, when specified in respective order lists). The artwork of the; specimen labels, minimum pack and outer most box/shipper carton, that satisfies the above mentioned labeling conditions, shall also be provided before signing the contract with the performance bond.
33. 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.
34. 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 clause 26 will not be applicable.

Common conditions

35. In addition to the general conditions of supply given herein, item/order-list specific amendments, exclusions or additions to the same, stated in the covering letter of the order list and any other relevant conditions as per the tender document issued by SPC, are also applicable. The order/item specific; new conditions or amendments to General Order Conditions, will be included in the order list itself and as a remark entry in the MSMIS order records.
36. Administrative surcharge of 25%(on the value of goods), will be applied for tender condition violations that cause deficiencies in supply with respect to; quality, standards & specifications, short packing & short supply or delayed delivery as per the cabinet decision. (eg. As in conditions No. 07,05,09,12)

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

(b) Part B –Special Order Conditions (SOC) of supply

Note : SOC's 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. & S.R. No.s, shall be indicated separately against each clause of SOC, with the counter signature of Director (MSD) to make it effective.

Special Conditions for Bidding :

1. Offers should be accompanied with the valid registration certificate (Notary Certified) issued by the National Medicines Regulatory Authority in Sri Lanka formerly Cosmetic Devices and Drugs Authority.
2. Offered item should bear our SR number.
3. If awarded supplier is unable to adhere to 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.

4. **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.**

Comparison of foreign offer and local offer made on Imports & Supply basis will be compared as follows.

Local offers which are for Import & Supply basis will be divided by a hypothetical value for comparison of offers against C & F value based on the HS Code of the item as determined by SPC.

5. **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 Tenders" of the tender document in this regard.**

6. 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. The volume of the total quantity of each item should be given in cubic meters (m³).
7. 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.

Sufficient quantity of Samples should be forwarded for evaluation

8. The original payment receipt for purchasing the bidding document has to be annexed to the offer. Offers without same will be rejected.
9. Procurement Committee has the authority to decide whether pre-shipment/ pre delivery/post delivery samples to be tested. In such cases the supplier will have to bear the cost of testing samples.
10. The bid submitted should be duly signed and endorsed by the Bidder/ Tenderer himself (with the name and designation of the signatory) or by the representative. Representatives submitting offers on behalf of their principals should submit a letter of authorization and power of attorney (if signing on behalf of the principals) and also should submit documentary proof on their registration as per the Act. No. 03 of 1987 with the Department of the Registrar of Companies – Sri Lanka (where applicable).
11. The successful supplier should agree to dispatch by fax/courier a full set of copy document to SPC at least 3 days prior to arrival of consignment in Sri Lanka to prevent any delay in clearance.
Demurrage /additional charges if any which **become payable due to supplier's failure to comply with this requirement** will be claimed from the supplier.
12. In the event of an award made to you on this tender, SPC reserves 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.**
13. **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 contract act in accordance with the section 10 of the Public Contract Act and produce such valid original certificate of registration with the bid.**
14. The recommended storage mentioned on the product label should be maintained at transit also and storage condition should be clearly showed on Bill of Lading/Airway Bill and invoice.

15. **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.**

16. All shipments 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 vessel of the Ceylon Shipping Corporation do not call at the Port of shipment or if they are

not available for time by shipment of cargo, in which event the supplier should attached a waiver certificate issued by Ceylon Shipping Corporation or their Authorized Agent in the Supplier's Country.

17. SPC reserves the right to reject offers which do not comply with above conditions.

Amendments to the Bidding Documents for procurement of pharmaceuticals for the Department of Health Services of Government of Sri Lanka (Blue Book). (DPC)

Address to be read as "State Pharmaceuticals Corporation of Sri Lanka, "Mehewara Piyasa", 16th Floor, No. 41, Kirula Road, Colombo 5" mentioned in all specified clauses

Terms and Conditions of Bid/Instructions to Bidders

Page No. 6 Condition No. 8 (BONDS/GUARANTEES) to be amended to read as follows:

- 08.1 Bidders should furnish an unconditional Bid Bond as per **Annex III** encashable on first written demand to the value stated against each item in the **Annex 1** of the Bidding Document.
Bid Bond should be submitted together with the Bid or to reach SPC on or before the closing date and time of Bid. Bids submitted without Bid Bonds, will not be considered.
- 08.2 The Bid Bond should be valid for at least 30 days beyond the validity of the Bid. The amount of bid bond and the date until which the bid should be valid is indicated in the Annex I.

Page No. 8 Condition No. 12 FREE REPLACEMENT to be amended to read as follows:

FREE REPLACEMENT/ REIMBURSEMENT

Page No. 8 Condition No. 12.2 under the Para b) 2nd line delete the words 'replaced or'

Page No. 14 Condition No. 20 (REGISTRATION) 20.1 (b) to be amended to read as follows:

- (b) **A Certified copy of the NMRA registration Certificate certified by Attorney-at-Law, Commissioner of Oaths or Justice of Peace should be submitted along with the bid.**

Page No. 16 Condition No. 22 (TESTING OF BATCH SAMPLES) 22.1 to be amended to read as follows:

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

Page No. 23 SPECIMEN OF ANNEX – 1 to be amended to read as follows:

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

..... Nos of Representative samples for the item to be submitted for the evaluation as tender samples.

Amount of Bid Bond : LKR or USD to be submitted along with the Bid

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.

Page No. 24 SPECIMEN FORM OF BID (SUPPLIES) ANNEX – IIA Content of the cage to be amended to read as follows:

<p align="center">BID FOR THE SUPPLY OF BID NO./BID REFERENCE</p>

Page No. 26 & 27 SPECIMEN OF **ANNEX – II(B)** to be amended to read as follows:

Heading of 2 nd Column	FULL DESCRIPTION OF ITEM OFFERED, THE STANDARD AND STORAGE TEMPERATURE
Heading of 11 th Column	NMRA REGISTRATION CERTIFICATE NO. & DATE OF EXPIRY

Amendment to Bidding Document under 'Conditions of Contract'

Page No. 39, Condition No. 8 TERMS OF DELIVERY to be amended to read as,

08 TERMS OF DELIVERY

8.1 All shipment should be made exclusively on vessels belonging to the Ceylon Shipping Corporation Ltd or those chartered by CSCL. Shipments on other vessels will be

permitted in instances where vessel of the Ceylon Shipping Corporation Ltd do not call at the Port of shipment or if they are not available for time by 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.

- 8.2 SPC may nominate Independent Competent Authorities for issue of shipment Inspection Certificate (Certificate of Quality, Quantity and Loading) cost of such certificate should be borne by the supplier.
- 8.3 All items should be shipped to the destination and strictly conform to the delivery dates as per schedule I hereto marked
- 8.4 Delivery of all goods should be within the period of validity of the Letter of Credit, Except in exceptional circumstances no extensions will be granted. Cost of such extension in any would be borne by the supplier.
- 8.5 If the supplier fails to make deliveries within the time specified by the SPC (without prejudice to the other rights of SPC resulting from breach of the contract conditions) May be written notice to the supplier terminate the right of the supplier to proceed with any or all of the remaining part of the contract as provided for in clause 9.1 hereof in addition the SPC reserves the right to purchase from other sources any or all undelivered items and to recover excess costs from the supplier.
- 8.6 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 the grace period shall be considered for acceptance subject to a surcharge to the supplier as stated below ;
 - (a). A surcharge of 0.5% per day of the consignment value, calculated commencing from the 15th day up to 60th day delay from the due delivery date, as per the indent/PO or its' latest amended delivery schedules.
 - (b). When the delay exceeds 60days purchase order will be considered as automatically cancelled, on defaulted performance. In such a situation, MSD reserve the right to recover liquidated damages or to revoke the cancellation (eg. if payments have been released prior to such a cancellation), and accept the consignment subject to a 25% admin surcharge.
- 8.7 In case of local suppliers, requests may be made for supply of goods in more installments than indicated in Annex 1.

Page No. 39 Condition No. 9.2 (Payment) - To be amended to read as follows ;

All payments will be on confirmed irrevocable letter of credit payable at sight/credit.

Please refer Global Bid Document

B: [Global Tender - Bid Document for Pharmaceutical DPC](#)



PROCUREMENT NOTICE - GLOBAL

STATE PHARMACEUTICALS CORPORATION OF SRI LANKA

The Chairman, Procurement Committee of the State Pharmaceuticals Corporation of Sri Lanka will receive sealed bids for supply of following items to the Department of Health Services for year 2022.

Bid Number	Closing Date & Time	Item Description	Date of issue of Bidding Documents from	Non-refundable Bid Fee
DHS/P/WW/264/22	15.07.2021 at 9.00 a.m.	280,000 Tablets of Fludrocortisone Tablet 0.1mg	02.06.2021	Rs. 12,500/= + 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 at the Head Office of the State Pharmaceuticals Corporation of Sri Lanka, "Mehewara Piyasa", 16th Floor, No. 41, Kirula Road, Colombo 5. These could be purchased on cash payment of a non-refundable Bid Fee per set as mentioned above. Offers received without enclosing original payment receipt are liable to be rejected.

Wherever applicable 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 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 DEPARTMENTAL PROCUREMENT COMMITTEE
STATE PHARMACEUTICALS CORPORATION OF SRI LANKA
"MEHEWARA PIYASA", 26TH FLOOR
NO. 41, KIRULA ROAD
COLOMBO 5.
SRI LANKA.

FAX : 00 94-11- 2582496
TELEPHONE : 00 94-11- 2582509
E-MAIL : pharma.manager@spc.lk

GENERAL MANAGER
STATE PHARMACEUTICALS CORPORATION OF SRI LANKA
FOR CHAIRMAN DEPARTMENTAL PROCUREMENT COMMITTEE
"MEHEWARA PIYASA", 26TH FLOOR
NO. 41, KIRULA ROAD
COLOMBO 5.

TENDER NO. : DHS/P/WW/264/22
DATE OF ISSUE : 2ND JUNE 2021
CLOSING DATE & TIME : 15TH JULY 2021 AT 09.00 HOURS SRI LANKA TIME

ORDER LIST NO. : 2022/SPC/N/R/P/00039

<u>SR No.</u>	<u>Item Description/ Specification</u>	<u>Quantity</u>	<u>Delivery</u>
00701401	<p>Fludrocortisone tablets 0.1mg</p> <p>Fludrocortisone tablets BP 100mcg Each tablet to contain 100mcg of Fludrocortisone Acetate BP Tablet should also conform to dissolution test for Fludrocortisone Acetate tablets as per USP OR Fludrocortisone Acetate Tablets USP 100mcg. Each tablet to contain 100mcg of Fludrocortisone Acetate USP.</p> <p>Note: 01.The shelf life of the product should be minimum of 24 months.</p> <p>Packing : 10 Tablets in a strip 10 strips in a box</p>	280,000 Tablets	<p>140,000 Tablets – January 2022</p> <p>140,000 Tablets – May 2022</p>

Representative Tender samples to be submitted for the evaluation.

The amount of Bid Bond: LKR 596,344.00 or USD 2,990.00.

Bid Bond should be submitted with valid up to 10.02.2022 together with the bid

Bid should be valid till 11.01.2022.

Non refundable Bid Fee Rs. 12,500.00 + Taxes should be paid in cash to SPC for each set of Tender Documents.

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

CONDITIONS OF SUPPLY

(a) Part A

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

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

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

All possible tender deviations such as Packing, labeling, delivery schedule, storage status, payment mode & conditions, etc., shall be communicated and agreed upon before accepting the tender award by the supplier. Noncompliance of same shall be considered as tender violations, to apply penalty (as clause No. 36).

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

Shelf life & Warrantees.

7. Freshly manufactured stocks of the product shall be supplied; thereby the residual Shelf Life (shelf life remaining at the time of delivery of goods at the MSD stores/ Sri Lanka) of the product, shall be 85% of the product shelf life specified in the 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 is 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, SPC/MSD reserves the right to accept a reduced quantity, that is usable (as per the consumption rate) up to three months before the expiry of same and will subject to application of a penalty (as clause No. 36).

Standards & Quality

8. Standards; In respect of all Pharmaceutical products supplied, shall comply Pharmacopoeial Standards that are indicated in the item specifications, other Pharmacopoeial Standards accepted in the product registration by the National Medicines Regulatory Authority.
9. As per the product registration dossier approved by NMRA, the product information leaflet (PIL) for the Pharmaceutical 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.
10. Withdrawal from use of items due to quality failure found as manufacturer/s fault:

- (a). In case of batch withdrawal, value of entire batch quantity supplied shall be 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 surcharged 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 or shall conform to the information submitted for waiver of registration granted by NMRA in exceptional circumstances. (refer clause No.23)

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.

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. (to be selectively applied for Surgical & Lab items, depending on availability of testing methodology & facilities).

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

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. In respect of bulk packs (not applicable for blister/strip packs), 'DHS' mark shall be ;
- (a). embossed or printed in case of tablets
 - (b). printed in case of capsules
- Above condition can be waved off, if the quantity in the purchase order is less than 100,000 tablets/capsules, (any exemptions to this condition, is notified in the relevant MSD order list)
16. Each; innermost pack, vial/ampoule, pre-filled syringe or bottle, shall bear the item Description, SR No, Batch No/Lot no., Reference/Catalogue no.(not for pharmaceuticals), Date of Manufacture, Date of Expiry and 'STATE LOGO' of Government of Sri Lanka.
- It is essential to include and exactly match the dates of Expiry (& date of Manufacture (in any form as 'Year & Month' or 'No Exp.'), in the innermost pack and supplier's invoice.
- (Applicability of the innermost pack mentioned in this clause shall be adapted as per the pack specified in the specification.)
17. Description of the Item, SR No, Date of Manufacture, Date of Expiry, Batch No, Name and address of manufacturer and 'STATE LOGO' of Sri Lanka Government shall be clearly marked on the outer covering of the individual/innermost pack containing the minimum unit of measure, including blister & strip cards and on the outer cover of the carton/box. Any deviations of the Date of Manufacture (DOM)/ Date of Expiry (DOE)declared in the offer shall be approved by MSD and DOM & DOE shall consist of at least the year & month.

18. 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.
19. 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).
20. 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

21. 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 °C +/- 2 °C temperature and 75% +/-5% relative humidity. The product storage conditions shall be clearly indicated at all levels of labels/packages/boxes.
22. Maintenance of Cold Chain;
 - a. In case of cold storage items, cold chain monitors (temperature recording devices) shall be included for each carton and the cold chain shall be maintained according to the manufacturer's instructions during storage, transport and delivery.
 - b. Supplier shall use suitable prominently visible identification marks of international standard, with appropriate colours and sizes for easy identification of cold cargo. Supplier shall use standardized USB Devices for temperature data logging inside the packages and shall provide free of charge, data logger readers &/ software (reading apps compatible with Windows-07/latest) to wharf department of SPC in advance, to enable examining the maintenance of cold chain in transit, and before taking over the consignment by MSD.
 - c. If the cold chain break is observed at the time of taking over the consignments by MSD, such consignments shall be rejected, indicating the reason on the relevant WDN or copy of the delivery documents. In such an event, the SPC shall arrange necessary cold storage for the consignment until 'observed cold chain break' is investigated leading to acceptance / total rejection of consignment and the expenses 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 cold chain maintenance, to arrive in Sri Lanka during Monday to Thursday to avoid additional demurrage & storage charges during weekends, during which MSD stores is closed. In case of non-compliance of this condition, any additional expenses incurred to MSD and SPC, to Custom clear/store/receive such consignments shall be recovered from the supplier.
23. In respect of the products requiring controlled temperature storage (Eg. < 25 °C, 2-25 °C, 15-20 °C /30 °C, 2-8 °C etc.), supplier shall provide MSD with latest product stability study reports with the invoice of the consignment.(report shall include studies; at 30 °C +/- 2 °C & 75% +/- 5% RH for AC stored items and at 25 °C +/- 2 °C & 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

24. 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. 26 on delayed deliveries, shall be applied.

25. 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.

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

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

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

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

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

28. In respect of local manufacturers/ local suppliers, all deliveries shall be made only on week days excluding public holidays, also allowing adequate time to enable the completion of the receiving process at MSD stores before 3.30 p.m.

In the event of failure to meet this deadline due to supplier/s fault (eg. In delivery; time, product, document, etc.) goods shall be accepted on the following working day, such date shall be counted for working out penalties as per No. 26 (regarding defaulted consignment) of the conditions of supply.

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

29. The extension of L/C's overstepping delivery schedules in the Indent/PO/its' amendments, shall not in any way affect the recovery of late delivery charges, as per Condition No. 26 (regarding defaulted consignments) and any other direct or indirect additional costs/liquidated damages, relating/consequent to extension of L/C.

30. When adequate storage space is not available at MSD, to accept a delivery defaulted consignment (deviating from the delivery schedule in the Indent/PO/its' amendments) under the condition No. 26, 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

31. 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.
32. One of the tender samples of the selected bid shall be forwarded to MSD, for using as a reference sample (can make it; a part of the last consignment or a returnable to supplier) for checking the conformity of the consignments received under the indent/PO.(applicable for all surgical items and regular category of laboratory items, when specified in respective order lists). The artwork of the; specimen labels, minimum pack and outer most box/shipper carton, that satisfies the above mentioned labeling conditions, shall also be provided before signing the contract with the performance bond.
33. 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.
34. 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 clause 26 will not be applicable.

Common conditions

35. In addition to the general conditions of supply given herein, item/order-list specific amendments, exclusions or additions to the same, stated in the covering letter of the order list and any other relevant conditions as per the tender document issued by SPC, are also applicable. The order/item specific; new conditions or amendments to General Order Conditions, will be included in the order list itself and as a remark entry in the MSMIS order records.
36. Administrative surcharge of 25%(on the value of goods), will be applied for tender condition violations that cause deficiencies in supply with respect to; quality, standards & specifications, short packing & short supply or delayed delivery as per the cabinet decision. (eg. As in conditions No. 07,05,09,12)

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

(b) Part B –Special Order Conditions (SOC) of supply

Note : SOC's 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. & S.R. No.s, shall be indicated separately against each clause of SOC, with the counter signature of Director (MSD) to make it effective.

Special Conditions for Bidding :

1. Offers should be accompanied with the valid registration certificate (Notary Certified) issued by the National Medicines Regulatory Authority in Sri Lanka formerly Cosmetic Devices and Drugs Authority.
2. Offered item should bear our SR number.

3. If awarded supplier is unable to adhere to 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.
4. **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.**

Comparison of foreign offer and local offer made on Imports & Supply basis will be compared as follows.

Local offers which are for Import & Supply basis will be divided by a hypothetical value for comparison of offers against C & F value based on the HS Code of the item as determined by SPC.

5. **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 Tenders" of the tender document in this regard.**

6. 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. The volume of the total quantity of each item should be given in cubic meters (m³).
7. 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.

Sufficient quantity of Samples should be forwarded for evaluation

8. The original payment receipt for purchasing the bidding document has to be annexed to the offer. Offers without same will be rejected.
9. Procurement Committee has the authority to decide whether pre-shipment/ pre delivery/post delivery samples to be tested. In such cases the supplier will have to bear the cost of testing samples.
10. The bid submitted should be duly signed and endorsed by the Bidder/ Tenderer himself (with the name and designation of the signatory) or by the representative. Representatives submitting offers on behalf of their principals should submit a letter of authorization and power of attorney (if signing on behalf of the principals) and also should submit documentary proof on their registration as per the Act. No. 03 of 1987 with the Department of the Registrar of Companies – Sri Lanka (where applicable).
11. The successful supplier should agree to dispatch by fax/courier a full set of copy document to SPC at least 3 days prior to arrival of consignment in Sri Lanka to prevent any delay in clearance.
Demurrage /additional charges if any which become payable due to supplier's failure to comply with this requirement will be claimed from the supplier.
12. In the event of an award made to you on this tender, SPC reserves 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.
13. 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 contract act in accordance with the section 10 of the Public Contract Act and produce such valid original certificate of registration with the bid.
14. The recommended storage mentioned on the product label should be maintained at transit also and storage condition should be clearly showed on Bill of Lading/Airway Bill and invoice.

15. **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.**

16. All shipments 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 vessel of the Ceylon Shipping Corporation do not call at the Port of shipment or if they are not available for time by shipment of cargo, in which event the supplier should attached a waiver certificate issued by Ceylon Shipping Corporation or their Authorized Agent in the Supplier's Country.
17. SPC reserves the right to reject offers which do not comply with above conditions.

Amendments to the Bidding Documents for procurement of pharmaceuticals for the Department of Health Services of Government of Sri Lanka (Blue Book). (DPC)

Address to be read as "State Pharmaceuticals Corporation of Sri Lanka, "Mehewara Piyasa", 16th Floor, No. 41, Kirula Road, Colombo 5" mentioned in all specified clauses

Terms and Conditions of Bid/Instructions to Bidders

Page No. 6 Condition No. 8 (BONDS/GUARANTEES) to be amended to read as follows:

- 08.1 Bidders should furnish an unconditional Bid Bond as per **Annex III** encashable on first written demand to the value stated against each item in the **Annex 1** of the Bidding Document.
Bid Bond should be submitted together with the Bid or to reach SPC on or before the closing date and time of Bid. Bids submitted without Bid Bonds, will not be considered.
- 08.2 The Bid Bond should be valid for at least 30 days beyond the validity of the Bid. The amount of bid bond and the date until which the bid should be valid is indicated in the Annex I.

Page No. 8 Condition No. 12 FREE REPLACEMENT to be amended to read as follows:

FREE REPLACEMENT/ REIMBURSEMENT

Page No. 8 Condition No. 12.2 under the Para b) 2nd line delete the words '**replaced or**'

Page No. 14 Condition No. 20 (REGISTRATION) 20.1 (b) to be amended to read as follows:

- (b) **A Certified copy of the NMRA registration Certificate certified by Attorney-at-Law, Commissioner of Oaths or Justice of Peace should be submitted along with the bid.**

Page No. 16 Condition No. 22 (TESTING OF BATCH SAMPLES) 22.1 to be amended to read as follows:

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

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

..... Nos of Representative samples for the item to be submitted for the evaluation as tender samples.

Amount of Bid Bond : LKR or USD to be submitted along with the Bid

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.

BID FOR THE SUPPLY OF BID NO./BID REFERENCE

Heading of 2 nd Column	FULL DESCRIPTION OF ITEM OFFERED, THE STANDARD AND STORAGE TEMPERATURE
Heading of 11 th Column	NMRA REGISTRATION CERTIFICATE NO. & DATE OF EXPIRY

Amendment to Bidding Document under 'Conditions of Contract'

Page No. 39, Condition No. 8 TERMS OF DELIVERY to be amended to read as,

08 **TERMS OF DELIVERY**

- 8.1 All shipment should be made exclusively on vessels belonging to the Ceylon Shipping Corporation Ltd or those chartered by CSCL. Shipments on other vessels will be permitted in instances where vessel of the Ceylon Shipping Corporation Ltd do not call at the Port of shipment or if they are not available for time by 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.
- 8.2 SPC may nominate Independent Competent Authorities for issue of shipment Inspection Certificate (Certificate of Quality, Quantity and Loading) cost of such certificate should be borne by the supplier.
- 8.3 All items should be shipped to the destination and strictly conform to the delivery dates as per schedule I hereto marked
- 8.4 Delivery of all goods should be within the period of validity of the Letter of Credit, Except in exceptional circumstances no extensions will be granted. Cost of such extension in any would be borne by the supplier.
- 8.5 If the supplier fails to make deliveries within the time specified by the SPC (without prejudice to the other rights of SPC resulting from breach of the contract conditions) May be written notice to the supplier terminate the right of the supplier to proceed with any or all of the remaining part of the contract as provided for in clause 9.1 hereof in addition the SPC reserves the right to purchase from other sources any or all undelivered items and to recover excess costs from the supplier.
- 8.6 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 the grace period shall be considered for acceptance subject to a surcharge to the supplier as stated below ;
 - (a). A surcharge of 0.5% per day of the consignment value, calculated commencing from the 15th day up to 60th day delay from the due delivery date, as per the indent/PO or its' latest amended delivery schedules.
 - (b). When the delay exceeds 60days purchase order will be considered as automatically cancelled, on defaulted performance. In such a situation, MSD reserve the right to recover liquidated damages or to revoke the cancellation (eg. if payments have been released prior to such a cancellation), and accept the consignment subject to a 25% admin surcharge.
- 8.7 In case of local suppliers, requests may be made for supply of goods in more installments than indicated in Annex 1.

Page No. 39 Condition No. 9.2 (Payment) - To be amended to read as follows ;
All payments will be on confirmed irrevocable letter of credit payable at sight/credit.

Please refer Global Bid Document

B: [Global Tender - Bid Document for Pharmaceutical DPC](#)



PROCUREMENT NOTICE - GLOBAL

STATE PHARMACEUTICALS CORPORATION OF SRI LANKA

The Chairman, Procurement Committee of the State Pharmaceuticals Corporation of Sri Lanka will receive sealed bids for supply of following items to the Department of Health Services for year 2022.

Bid Number	Closing Date & Time	Item Description	Date of issue of Bidding Documents from	Non-refundable Bid Fee
DHS/P/WW/263/22	15.07.2021 at 9.00 a.m.	34,000 Ampoules of Phenytoin Sodium Injection 250mg in 5ml	02.06.2021	Rs. 35,000/= + 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 at the Head Office of the State Pharmaceuticals Corporation of Sri Lanka, "Mehewara Piyasa", 16th Floor, No. 41, Kirula Road, Colombo 5. These could be purchased on cash payment of a non-refundable Bid Fee per set as mentioned above. Offers received without enclosing original payment receipt are liable to be rejected.

Wherever applicable 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 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 DEPARTMENTAL PROCUREMENT COMMITTEE
STATE PHARMACEUTICALS CORPORATION OF SRI LANKA
"MEHEWARA PIYASA", 26TH FLOOR
NO. 41, KIRULA ROAD
COLOMBO 5.
SRI LANKA.

FAX : 00 94-11- 2582496
TELEPHONE : 00 94-11- 2582509
E-MAIL : pharma.manager@spc.lk

GENERAL MANAGER
STATE PHARMACEUTICALS CORPORATION OF SRI LANKA
FOR CHAIRMAN DEPARTMENTAL PROCUREMENT COMMITTEE
"MEHEWARA PIYASA", 26TH FLOOR
NO. 41, KIRULA ROAD
COLOMBO 5.

TENDER NO. : DHS/P/WW/263/22
DATE OF ISSUE : 2ND JUNE 2021
CLOSING DATE & TIME : 15TH JULY 2021 AT 09.00 HOURS SRI LANKA TIME

ORDER LIST NO. : 2022/SPC/N/R/P/00003

<u>SR No.</u>	<u>Item Description/ Specification</u>	<u>Quantity</u>	<u>Delivery</u>
00303704	<p>Phenytoin sodium Injection 250mg in 5ml</p> <p>Phenytoin Injection BP/USP, 250mg Each 5ml ampoule to contain 250mg of Phenytoin Sodium BP/USP in a mixture of 40%v/v of Propylene Glycol and 10% of Ehanol in water for injection BP/USP, for slow intravenous injection or intravenous infusion</p> <p>Note: 1.This injection should be stable for a minimum 02 years when stored under at a temperature range of 28'C-32'C. 2.Each ampoule should be labeled accordingly.</p> <p>Packing : 10 Ampoules in a box</p>	34,000 Ampoules	<p>17,000 Ampoules – April 2022</p> <p>17,000 Ampoules – August 2022</p>

Representative Tender samples to be submitted for the evaluation.

The amount of Bid Bond: LKR 2,138,961.00 or USD 10,722.00.

Bid Bond should be submitted with valid up to 10.02.2022 together with the bid

Bid should be valid till 11.01.2022.

Non refundable Bid Fee Rs. 35,000.00 + Taxes should be paid in cash to SPC for each set of Tender Documents.

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

CONDITIONS OF SUPPLY

(a) Part A

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

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

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

All possible tender deviations such as Packing, labeling, delivery schedule, storage status, payment mode & conditions, etc., shall be communicated and agreed upon before accepting the tender award by the supplier. Noncompliance of same shall be considered as tender violations, to apply penalty (as clause No. 36).

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

Shelf life & Warrantees.

7. Freshly manufactured stocks of the product shall be supplied; thereby the residual Shelf Life (shelf life remaining at the time of delivery of goods at the MSD stores/ Sri Lanka) of the product, shall be 85% of the product shelf life specified in the 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 is 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, SPC/MSD reserves the right to accept a reduced quantity, that is usable (as per the consumption rate) up to three months before the expiry of same and will subject to application of a penalty (as clause No. 36).

Standards & Quality

8. Standards; In respect of all Pharmaceutical products supplied, shall comply Pharmacopoeial Standards that are indicated in the item specifications, other Pharmacopoeial Standards accepted in the product registration by the National Medicines Regulatory Authority.
9. As per the product registration dossier approved by NMRA, the product information leaflet (PIL) for the Pharmaceutical 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.
10. Withdrawal from use of items due to quality failure found as manufacturer/s fault:

- (a). In case of batch withdrawal, value of entire batch quantity supplied shall be 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 surcharged 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 or shall conform to the information submitted for waiver of registration granted by NMRA in exceptional circumstances.(refer clause No.23)

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.

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. (to be selectively applied for Surgical & Lab items, depending on availability of testing methodology & facilities).

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

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. In respect of bulk packs (not applicable for blister/strip packs), 'DHS' mark shall be ;
- (a). embossed or printed in case of tablets
 - (b). printed in case of capsules
- Above condition can be waved off, if the quantity in the purchase order is less than 100,000 tablets/capsules, (any exemptions to this condition, is notified in the relevant MSD order list)
16. Each; innermost pack, vial/ampoule, pre-filled syringe or bottle, shall bear the item Description, SR No, Batch No/Lot no., Reference/Catalogue no.(not for pharmaceuticals), Date of Manufacture, Date of Expiry and 'STATE LOGO' of Government of Sri Lanka.
- It is essential to include and exactly match the dates of Expiry (& date of Manufacture (in any form as 'Year & Month' or 'No Exp.'), in the innermost pack and supplier's invoice.
- (Applicability of the innermost pack mentioned in this clause shall be adapted as per the pack specified in the specification.)
17. Description of the Item, SR No, Date of Manufacture, Date of Expiry, Batch No, Name and address of manufacturer and 'STATE LOGO' of Sri Lanka Government shall be clearly marked on the outer covering of the individual/innermost pack containing the minimum unit of measure, including blister & strip cards and on the outer cover of the carton/box. Any deviations of the Date of Manufacture (DOM)/ Date of Expiry (DOE)declared in the offer shall be approved by MSD and DOM & DOE shall consist of at least the year & month.

18. 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.
19. 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).
20. 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

21. 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 °C +/- 2 °C temperature and 75% +/-5% relative humidity. The product storage conditions shall be clearly indicated at all levels of labels/packages/boxes.
22. Maintenance of Cold Chain;
 - a. In case of cold storage items, cold chain monitors (temperature recording devices) shall be included for each carton and the cold chain shall be maintained according to the manufacturer's instructions during storage, transport and delivery.
 - b. Supplier shall use suitable prominently visible identification marks of international standard, with appropriate colours and sizes for easy identification of cold cargo. Supplier shall use standardized USB Devices for temperature data logging inside the packages and shall provide free of charge, data logger readers &/ software (reading apps compatible with Windows-07/latest) to wharf department of SPC in advance, to enable examining the maintenance of cold chain in transit, and before taking over the consignment by MSD.
 - c. If the cold chain break is observed at the time of taking over the consignments by MSD, such consignments shall be rejected, indicating the reason on the relevant WDN or copy of the delivery documents. In such an event, the SPC shall arrange necessary cold storage for the consignment until 'observed cold chain break' is investigated leading to acceptance / total rejection of consignment and the expenses 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 cold chain maintenance, to arrive in Sri Lanka during Monday to Thursday to avoid additional demurrage & storage charges during weekends, during which MSD stores is closed. In case of non-compliance of this condition, any additional expenses incurred to MSD and SPC, to Custom clear/store/receive such consignments shall be recovered from the supplier.
23. In respect of the products requiring controlled temperature storage (Eg. < 25 °C, 2-25 °C, 15-20 °C /30 °C, 2-8 °C etc.), supplier shall provide MSD with latest product stability study reports with the invoice of the consignment.(report shall include studies; at 30 °C +/- 2 °C & 75% +/- 5% RH for AC stored items and at 25 °C +/- 2 °C & 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

24. 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. 26 on delayed deliveries, shall be applied.

25. 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.

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

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

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

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

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

28. In respect of local manufacturers/ local suppliers, all deliveries shall be made only on week days excluding public holidays, also allowing adequate time to enable the completion of the receiving process at MSD stores before 3.30 p.m.

In the event of failure to meet this deadline due to supplier/s fault (eg. In delivery; time, product, document, etc.) goods shall be accepted on the following working day, such date shall be counted for working out penalties as per No. 26 (regarding defaulted consignment) of the conditions of supply.

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

29. The extension of L/C's overstepping delivery schedules in the Indent/PO/its' amendments, shall not in any way affect the recovery of late delivery charges, as per Condition No. 26 (regarding defaulted consignments) and any other direct or indirect additional costs/liquidated damages, relating/consequent to extension of L/C.

30. When adequate storage space is not available at MSD, to accept a delivery defaulted consignment (deviating from the delivery schedule in the Indent/PO/its' amendments) under the condition No. 26, 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

31. 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.
32. One of the tender samples of the selected bid shall be forwarded to MSD, for using as a reference sample (can make it; a part of the last consignment or a returnable to supplier) for checking the conformity of the consignments received under the indent/PO.(applicable for all surgical items and regular category of laboratory items, when specified in respective order lists). The artwork of the; specimen labels, minimum pack and outer most box/shipper carton, that satisfies the above mentioned labeling conditions, shall also be provided before signing the contract with the performance bond.
33. 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.
34. 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 clause 26 will not be applicable.

Common conditions

35. In addition to the general conditions of supply given herein, item/order-list specific amendments, exclusions or additions to the same, stated in the covering letter of the order list and any other relevant conditions as per the tender document issued by SPC, are also applicable. The order/item specific; new conditions or amendments to General Order Conditions, will be included in the order list itself and as a remark entry in the MSMIS order records.
36. Administrative surcharge of 25%(on the value of goods), will be applied for tender condition violations that cause deficiencies in supply with respect to; quality, standards & specifications, short packing & short supply or delayed delivery as per the cabinet decision. (eg. As in conditions No. 07,05,09,12)

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

(b) Part B –Special Order Conditions (SOC) of supply

Note : SOC's 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. & S.R. No.s, shall be indicated separately against each clause of SOC, with the counter signature of Director (MSD) to make it effective.

Special Conditions for Bidding :

1. Offers should be accompanied with the valid registration certificate (Notary Certified) issued by the National Medicines Regulatory Authority in Sri Lanka formerly Cosmetic Devices and Drugs Authority.
2. Offered item should bear our SR number.

3. If awarded supplier is unable to adhere to 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.
4. **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.**

Comparison of foreign offer and local offer made on Imports & Supply basis will be compared as follows.

Local offers which are for Import & Supply basis will be divided by a hypothetical value for comparison of offers against C & F value based on the HS Code of the item as determined by SPC.

5. **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 Tenders" of the tender document in this regard.**

6. 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. The volume of the total quantity of each item should be given in cubic meters (m³).
7. 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.

Sufficient quantity of Samples should be forwarded for evaluation

8. The original payment receipt for purchasing the bidding document has to be annexed to the offer. Offers without same will be rejected.
9. Procurement Committee has the authority to decide whether pre-shipment/ pre delivery/post delivery samples to be tested. In such cases the supplier will have to bear the cost of testing samples.
10. The bid submitted should be duly signed and endorsed by the Bidder/ Tenderer himself (with the name and designation of the signatory) or by the representative. Representatives submitting offers on behalf of their principals should submit a letter of authorization and power of attorney (if signing on behalf of the principals) and also should submit documentary proof on their registration as per the Act. No. 03 of 1987 with the Department of the Registrar of Companies – Sri Lanka (where applicable).
11. The successful supplier should agree to dispatch by fax/courier a full set of copy document to SPC at least 3 days prior to arrival of consignment in Sri Lanka to prevent any delay in clearance.
Demurrage /additional charges if any which become payable due to supplier's failure to comply with this requirement will be claimed from the supplier.
12. In the event of an award made to you on this tender, SPC reserves 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.
13. 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 contract act in accordance with the section 10 of the Public Contract Act and produce such valid original certificate of registration with the bid.
14. The recommended storage mentioned on the product label should be maintained at transit also and storage condition should be clearly showed on Bill of Lading/Airway Bill and invoice.

15. **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.**

16. All shipments 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 vessel of the Ceylon Shipping Corporation do not call at the Port of shipment or if they are not available for time by shipment of cargo, in which event the supplier should attached a waiver certificate issued by Ceylon Shipping Corporation or their Authorized Agent in the Supplier's Country.
17. SPC reserves the right to reject offers which do not comply with above conditions.

Amendments to the Bidding Documents for procurement of pharmaceuticals for the Department of Health Services of Government of Sri Lanka (Blue Book). (DPC)

Address to be read as "State Pharmaceuticals Corporation of Sri Lanka, "Mehewara Piyasa", 16th Floor, No. 41, Kirula Road, Colombo 5" mentioned in all specified clauses

Terms and Conditions of Bid/Instructions to Bidders

Page No. 6 Condition No. 8 (BONDS/GUARANTEES) to be amended to read as follows:

- 08.1 Bidders should furnish an unconditional Bid Bond as per **Annex III** encashable on first written demand to the value stated against each item in the **Annex 1** of the Bidding Document.
Bid Bond should be submitted together with the Bid or to reach SPC on or before the closing date and time of Bid. Bids submitted without Bid Bonds, will not be considered.
- 08.2 The Bid Bond should be valid for at least 30 days beyond the validity of the Bid. The amount of bid bond and the date until which the bid should be valid is indicated in the Annex I.

Page No. 8 Condition No. 12 FREE REPLACEMENT to be amended to read as follows:

FREE REPLACEMENT/ REIMBURSEMENT

Page No. 8 Condition No. 12.2 under the Para b) 2nd line delete the words 'replaced or'

Page No. 14 Condition No. 20 (REGISTRATION) 20.1 (b) to be amended to read as follows:

- (b) **A Certified copy of the NMRA registration Certificate certified by Attorney-at-Law, Commissioner of Oaths or Justice of Peace should be submitted along with the bid.**

Page No. 16 Condition No. 22 (TESTING OF BATCH SAMPLES) 22.1 to be amended to read as follows:

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

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

..... Nos of Representative samples for the item to be submitted for the evaluation as tender samples.

Amount of Bid Bond : LKR or USD to be submitted along with the Bid

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.

<p align="center">BID FOR THE SUPPLY OF</p> <p align="center">.....</p> <p align="center">BID NO./BID REFERENCE</p>

Heading of 2 nd Column	FULL DESCRIPTION OF ITEM OFFERED, THE STANDARD AND STORAGE TEMPERATURE
Heading of 11 th Column	NMRA REGISTRATION CERTIFICATE NO. & DATE OF EXPIRY

Amendment to Bidding Document under 'Conditions of Contract'

Page No. 39, Condition No. 8 TERMS OF DELIVERY to be amended to read as,

08 **TERMS OF DELIVERY**

- 8.1 All shipment should be made exclusively on vessels belonging to the Ceylon Shipping Corporation Ltd or those chartered by CSCL. Shipments on other vessels will be permitted in instances where vessel of the Ceylon Shipping Corporation Ltd do not call at the Port of shipment or if they are not available for time by 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.
- 8.2 SPC may nominate Independent Competent Authorities for issue of shipment Inspection Certificate (Certificate of Quality, Quantity and Loading) cost of such certificate should be borne by the supplier.
- 8.3 All items should be shipped to the destination and strictly conform to the delivery dates as per schedule I hereto marked
- 8.4 Delivery of all goods should be within the period of validity of the Letter of Credit, Except in exceptional circumstances no extensions will be granted. Cost of such extension in any would be borne by the supplier.
- 8.5 If the supplier fails to make deliveries within the time specified by the SPC (without prejudice to the other rights of SPC resulting from breach of the contract conditions) May be written notice to the supplier terminate the right of the supplier to proceed with any or all of the remaining part of the contract as provided for in clause 9.1 hereof in addition the SPC reserves the right to purchase from other sources any or all undelivered items and to recover excess costs from the supplier.
- 8.6 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 the grace period shall be considered for acceptance subject to a surcharge to the supplier as stated below ;
- (a). A surcharge of 0.5% per day of the consignment value, calculated commencing from the 15th day up to 60th day delay from the due delivery date, as per the indent/PO or its' latest amended delivery schedules.
- (b). When the delay exceeds 60days purchase order will be considered as automatically cancelled, on defaulted performance. In such a situation, MSD reserve the right to recover liquidated damages or to revoke the cancellation (eg. if payments have been released prior to such a cancellation), and accept the consignment subject to a 25% admin surcharge.
- 8.7 In case of local suppliers, requests may be made for supply of goods in more installments than indicated in Annex 1.

Page No. 39 Condition No. 9.2 (Payment) - To be amended to read as follows ;
All payments will be on confirmed irrevocable letter of credit payable at sight/credit.

Please refer Global Bid Document

B: [Global Tender - Bid Document for Pharmaceutical DPC](#)



PROCUREMENT NOTICE - GLOBAL

STATE PHARMACEUTICALS CORPORATION OF SRI LANKA

The Chairman, Procurement Committee of the State Pharmaceuticals Corporation of Sri Lanka will receive sealed bids for supply of following items to the Department of Health Services for year 2022.

Bid Number	Closing Date & Time	Item Description	Date of issue of Bidding Documents from	Non-refundable Bid Fee
DHS/P/WW/262/22	15.07.2021 at 9.00 a.m.	8,000,000 Tablets of Olanzapine Tablet 5mg	02.06.2021	Rs. 3,000/= + 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 at the Head Office of the State Pharmaceuticals Corporation of Sri Lanka, "Mehewara Piyasa", 16th Floor, No. 41, Kirula Road, Colombo 5. These could be purchased on cash payment of a non-refundable Bid Fee per set as mentioned above. Offers received without enclosing original payment receipt are liable to be rejected.

Wherever applicable 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 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 DEPARTMENTAL PROCUREMENT COMMITTEE
STATE PHARMACEUTICALS CORPORATION OF SRI LANKA
"MEHEWARA PIYASA", 26TH FLOOR
NO. 41, KIRULA ROAD
COLOMBO 5.
SRI LANKA.

FAX : 00 94-11- 2582496
TELEPHONE : 00 94-11- 2582509
E-MAIL : pharma.manager@spc.lk

GENERAL MANAGER
STATE PHARMACEUTICALS CORPORATION OF SRI LANKA
FOR CHAIRMAN DEPARTMENTAL PROCUREMENT COMMITTEE
"MEHEWARA PIYASA", 26TH FLOOR
NO. 41, KIRULA ROAD
COLOMBO 5.

TENDER NO. : DHS/P/WW/262/22
DATE OF ISSUE : 2ND JUNE 2021
CLOSING DATE & TIME : 15TH JULY 2021 AT 09.00 HOURS SRI LANKA TIME

ORDER LIST NO. : 2022/SPC/N/R/P/00003

<u>SR No.</u>	<u>Item Description/ Specification</u>	<u>Quantity</u>	<u>Delivery</u>
00301901	<p>Olanzapine tablet 5mg</p> <p>Olanzapine tablet 5mg Each coated tablet to contain 5mg of Olanzapine</p> <p>Note: 01.The shelf life of the product should be minimum of 24 months.</p> <p>Packing : 100 Tablets in a box</p>	8,000,000 Tablets	<p>4,000,000 Tablets – February 2022</p> <p>4,000,000 Tablets – June 2022</p>

Representative Tender samples to be submitted for the evaluation.

The amount of Bid Bond: LKR 132,800.00 or USD 666.00.

Bid Bond should be submitted with valid up to 10.02.2022 together with the bid

Bid should be valid till 11.01.2022.

Non refundable Bid Fee Rs. 3,000.00 + Taxes should be paid in cash to SPC for each set of Tender Documents.

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

CONDITIONS OF SUPPLY

(a) Part A

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

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

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

All possible tender deviations such as Packing, labeling, delivery schedule, storage status, payment mode & conditions, etc., shall be communicated and agreed upon before accepting the tender award by the supplier. Noncompliance of same shall be considered as tender violations, to apply penalty (as clause No. 36).

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

Shelf life & Warrantees.

7. Freshly manufactured stocks of the product shall be supplied; thereby the residual Shelf Life (shelf life remaining at the time of delivery of goods at the MSD stores/ Sri Lanka) of the product, shall be 85% of the product shelf life specified in the 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 is 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, SPC/MSD reserves the right to accept a reduced quantity, that is usable (as per the consumption rate) up to three months before the expiry of same and will subject to application of a penalty (as clause No. 36).

Standards & Quality

8. Standards; In respect of all Pharmaceutical products supplied, shall comply Pharmacopoeial Standards that are indicated in the item specifications, other Pharmacopoeial Standards accepted in the product registration by the National Medicines Regulatory Authority.
9. As per the product registration dossier approved by NMRA, the product information leaflet (PIL) for the Pharmaceutical 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.
10. Withdrawal from use of items due to quality failure found as manufacturer/s fault:
 - (a). In case of batch withdrawal, value of entire batch quantity supplied shall be 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 surcharged 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 or shall conform to the information submitted for waiver of registration granted by NMRA in exceptional circumstances.(refer clause No.23)

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.

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. (to be selectively applied for Surgical & Lab items, depending on availability of testing methodology & facilities).

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

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. In respect of bulk packs (not applicable for blister/strip packs), 'DHS' mark shall be ;

(a). embossed or printed in case of tablets

(b). printed in case of capsules

Above condition can be waved off, if the quantity in the purchase order is less than 100,000 tablets/capsules, (any exemptions to this condition, is notified in the relevant MSD order list)

16. Each; innermost pack, vial/ampoule, pre-filled syringe or bottle, shall bear the item Description, SR No, Batch No/Lot no., Reference/Catalogue no.(not for pharmaceuticals), Date of Manufacture, Date of Expiry and 'STATE LOGO' of Government of Sri Lanka.

It is essential to include and exactly match the dates of Expiry (& date of Manufacture (in any form as 'Year & Month' or 'No Exp.'), in the innermost pack and supplier's invoice.

(Applicability of the innermost pack mentioned in this clause shall be adapted as per the pack specified in the specification.)

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

18. 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.

19. 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).
20. 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

21. 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 °C +/- 2 °C temperature and 75% +/-5% relative humidity. The product storage conditions shall be clearly indicated at all levels of labels/packages/boxes.
22. Maintenance of Cold Chain;
- a. In case of cold storage items, cold chain monitors (temperature recording devices) shall be included for each carton and the cold chain shall be maintained according to the manufacturer's instructions during storage, transport and delivery.
 - b. Supplier shall use suitable prominently visible identification marks of international standard, with appropriate colours and sizes for easy identification of cold cargo. Supplier shall use standardized USB Devices for temperature data logging inside the packages and shall provide free of charge, data logger readers &/ software (reading apps compatible with Windows-07/latest) to wharf department of SPC in advance, to enable examining the maintenance of cold chain in transit, and before taking over the consignment by MSD.
 - c. If the cold chain break is observed at the time of taking over the consignments by MSD, such consignments shall be rejected, indicating the reason on the relevant WDN or copy of the delivery documents. In such an event, the SPC shall arrange necessary cold storage for the consignment until 'observed cold chain break' is investigated leading to acceptance / total rejection of consignment and the expenses 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 cold chain maintenance, to arrive in Sri Lanka during Monday to Thursday to avoid additional demurrage & storage charges during weekends, during which MSD stores is closed. In case of non-compliance of this condition, any additional expenses incurred to MSD and SPC, to Custom clear/store/receive such consignments shall be recovered from the supplier.
23. In respect of the products requiring controlled temperature storage (Eg. < 25 °C, 2-25 °C, 15-20 °C /30 °C, 2-8 °C etc.), supplier shall provide MSD with latest product stability study reports with the invoice of the consignment.(report shall include studies; at 30 °C +/- 2 °C & 75% +/- 5% RH for AC stored items and at 25 °C +/- 2 °C & 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

24. 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. 26 on delayed deliveries, shall be applied.

25. 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.
26. Defaulted consignments with respect to delivery schedule shall only be considered for acceptance, subject to a penalty imposed for the delay due to suppliers fault, allowing a grace period up to two weeks. Consignments delivered after that grace period shall be considered for acceptance subject to a penalty to the supplier as described below ;
- (a). A penalty of 0.5% per day of the consignment value, calculated commencing from the 15th day up to 60th day delay from the due delivery date, as per the indent/PO or its? latest amended delivery schedules.
 - (b). When the delay exceeds 60 days purchase order will be considered as automatically cancelled, on defaulted performance. In such a situation, MSD reserve the right to recover liquidated damages or to revoke the cancellation (eg. if payments have been released prior to such a cancellation), and accept the consignment subject to a 25% admin surcharge.
27. (i). If any local purchases were to be made by MSD/SPC to ensure continuity of supply (due to noncompliance of Indent/PO/its' amended; delivery schedule); in the ensuing period inclusive of the grace period for delivery from due delivery date, extra expenditure incurred on such local purchases, over the landed cost of relevant SPC main order, shall be recovered from the supplier.
- (ii). If a delivery defaulted (violating delivery schedule in the indent/PO) SPC supplier/his local agent, who participate in an urgent local purchase tender of SPC or MSD for the same item, quoting the same product or any similar product, is bound to supply the local purchase order at the landed cost of the defaulted SPC main order. In violations of the same, the cost difference will be set off from the payments to the supplier of the corresponding SPC main order.
28. In respect of local manufacturers/ local suppliers, all deliveries shall be made only on week days excluding public holidays, also allowing adequate time to enable the completion of the receiving process at MSD stores before 3.30 p.m.
- In the event of failure to meet this deadline due to supplier/s fault (eg. In delivery; time, product, document, etc.) goods shall be accepted on the following working day, such date shall be counted for working out penalties as per No. 26 (regarding defaulted consignment) of the conditions of supply.
- As an alternative, supplier can request MSD to take over the consignment on the same day, subject to settling all adl. expenses (i.e. staff OT, forklift charge, etc.) of MSD, by the supplier.
29. The extension of L/C's overstepping delivery schedules in the Indent/PO/its' amendments, shall not in any way affect the recovery of late delivery charges, as per Condition No. 26 (regarding defaulted consignments) and any other direct or indirect additional costs/liquidated damages, relating/consequent to extension of L/C.
30. When adequate storage space is not available at MSD, to accept a delivery defaulted consignment (deviating from the delivery schedule in the Indent/PO/its' amendments) under the

condition No. 26, 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

31. 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.
32. One of the tender samples of the selected bid shall be forwarded to MSD, for using as a reference sample (can make it; a part of the last consignment or a returnable to supplier) for checking the conformity of the consignments received under the indent/PO.(applicable for all surgical items and regular category of laboratory items, when specified in respective order lists). The artwork of the; specimen labels, minimum pack and outer most box/shipper carton, that satisfies the above mentioned labeling conditions, shall also be provided before signing the contract with the performance bond.
33. 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.
34. 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 clause 26 will not be applicable.

Common conditions

35. In addition to the general conditions of supply given herein, item/order-list specific amendments, exclusions or additions to the same, stated in the covering letter of the order list and any other relevant conditions as per the tender document issued by SPC, are also applicable. The order/item specific; new conditions or amendments to General Order Conditions, will be included in the order list itself and as a remark entry in the MSMIS order records.
36. Administrative surcharge of 25%(on the value of goods), will be applied for tender condition violations that cause deficiencies in supply with respect to; quality, standards & specifications, short packing & short supply or delayed delivery as per the cabinet decision. (eg. As in conditions No. 07,05,09,12)

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

(b) Part B –Special Order Conditions (SOC) of supply

Note : SOC's 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. & S.R. No.s, shall be indicated separately against each clause of SOC, with the counter signature of Director (MSD) to make it effective.

Special Conditions for Bidding :

1. Offers should be accompanied with the valid registration certificate (Notary Certified) issued by the National Medicines Regulatory Authority in Sri Lanka formerly Cosmetic Devices and Drugs Authority.
2. Offered item should bear our SR number.
3. If awarded supplier is unable to adhere to 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.

4. **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.**

Comparison of foreign offer and local offer made on Imports & Supply basis will be compared as follows.

Local offers which are for Import & Supply basis will be divided by a hypothetical value for comparison of offers against C & F value based on the HS Code of the item as determined by SPC.

5. **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 Tenders" of the tender document in this regard.**
6. 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. The volume of the total quantity of each item should be given in cubic meters (m³).
7. 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.

Sufficient quantity of Samples should be forwarded for evaluation

8. The original payment receipt for purchasing the bidding document has to be annexed to the offer. Offers without same will be rejected.
9. Procurement Committee has the authority to decide whether pre-shipment/ pre delivery/post delivery samples to be tested. In such cases the supplier will have to bear the cost of testing samples.
10. The bid submitted should be duly signed and endorsed by the Bidder/ Tenderer himself (with the name and designation of the signatory) or by the representative. Representatives submitting offers on behalf of their principals should submit a letter of authorization and power of attorney (if signing on behalf of the principals) and also should submit documentary proof on their registration as per the Act. No. 03 of 1987 with the Department of the Registrar of Companies – Sri Lanka (where applicable).
11. The successful supplier should agree to dispatch by fax/courier a full set of copy document to SPC at least 3 days prior to arrival of consignment in Sri Lanka to prevent any delay in clearance.
Demurrage /additional charges if any which become payable due to supplier's failure to comply with this requirement will be claimed from the supplier.
12. In the event of an award made to you on this tender, SPC reserves 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.**
13. **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.**
14. The recommended storage mentioned on the product label should be maintained at transit also and storage condition should be clearly showed on Bill of Lading/Airway Bill and invoice.

15. **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.**

16. All shipments 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 vessel of the Ceylon Shipping Corporation do not call at the Port of shipment or if they are not available for time by shipment of cargo, in which event the supplier should attached a waiver

certificate issued by Ceylon Shipping Corporation or their Authorized Agent in the Supplier's Country.

17. SPC reserves the right to reject offers which do not comply with above conditions.

Amendments to the Bidding Documents for procurement of pharmaceuticals for the Department of Health Services of Government of Sri Lanka (Blue Book). (DPC)

Address to be read as "State Pharmaceuticals Corporation of Sri Lanka, "Mehewara Piyasa", 16th Floor, No. 41, Kirula Road, Colombo 5" mentioned in all specified clauses

Terms and Conditions of Bid/Instructions to Bidders

Page No. 6 Condition No. 8 (BONDS/GUARANTEES) to be amended to read as follows:

- 08.1 Bidders should furnish an unconditional Bid Bond as per **Annex III** encashable on first written demand to the value stated against each item in the **Annex 1** of the Bidding Document.
Bid Bond should be submitted together with the Bid or to reach SPC on or before the closing date and time of Bid. Bids submitted without Bid Bonds, will not be considered.
- 08.2 The Bid Bond should be valid for at least 30 days beyond the validity of the Bid. The amount of bid bond and the date until which the bid should be valid is indicated in the Annex I.

Page No. 8 Condition No. 12 FREE REPLACEMENT to be amended to read as follows:

FREE REPLACEMENT/ REIMBURSEMENT

Page No. 8 Condition No. 12.2 under the Para b) 2nd line delete the words '**replaced or**'

Page No. 14 Condition No. 20 (REGISTRATION) 20.1 (b) to be amended to read as follows:

- (b) **A Certified copy of the NMRA registration Certificate certified by Attorney-at-Law, Commissioner of Oaths or Justice of Peace should be submitted along with the bid.**

Page No. 16 Condition No. 22 (TESTING OF BATCH SAMPLES) 22.1 to be amended to read as follows:

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

<u>ANNEX – 1</u>			
BID NO./BID REFERENCE : (TENDER NO.)			
DATE OF ISSUE :			
CLOSING DATE & TIME : (SRI LANKAN TIME) :			
<hr/>			
<u>ORDER LIST NO. :</u>			
SR No.	Item Description/Specifications	Quantity	Delivery Schedule

..... Nos of Representative samples for the item to be submitted for the evaluation as tender samples.

Amount of Bid Bond : LKR or USD to be submitted along with the Bid

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.

BID FOR THE SUPPLY OF BID NO./BID REFERENCE

Heading of 2 nd Column	FULL DESCRIPTION OF ITEM OFFERED, THE STANDARD AND STORAGE TEMPERATURE
Heading of 11 th Column	NMRA REGISTRATION CERTIFICATE NO. & DATE OF EXPIRY

Amendment to Bidding Document under 'Conditions of Contract'

Page No. 39, Condition No. 8 TERMS OF DELIVERY to be amended to read as,

08 **TERMS OF DELIVERY**

- 8.1 All shipment should be made exclusively on vessels belonging to the Ceylon Shipping Corporation Ltd or those chartered by CSCL. Shipments on other vessels will be permitted in instances where vessel of the Ceylon Shipping Corporation Ltd do not call at the Port of shipment or if they are not available for time by 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.
- 8.2 SPC may nominate Independent Competent Authorities for issue of shipment Inspection Certificate (Certificate of Quality, Quantity and Loading) cost of such certificate should be borne by the supplier.
- 8.3 All items should be shipped to the destination and strictly conform to the delivery dates as per schedule I hereto marked
- 8.4 Delivery of all goods should be within the period of validity of the Letter of Credit, Except in exceptional circumstances no extensions will be granted. Cost of such extension in any would be borne by the supplier.
- 8.5 If the supplier fails to make deliveries within the time specified by the SPC (without prejudice to the other rights of SPC resulting from breach of the contract conditions) May be written notice to the supplier terminate the right of the supplier to proceed with any or all of the remaining part of the contract as provided for in clause 9.1 hereof in addition the SPC reserves the right to purchase from other sources any or all undelivered items and to recover excess costs from the supplier.
- 8.6 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 the grace period shall be considered for acceptance subject to a surcharge to the supplier as stated below ;
 - (a). A surcharge of 0.5% per day of the consignment value, calculated commencing from the 15th day up to 60th day delay from the due delivery date, as per the indent/PO or its' latest amended delivery schedules.
 - (b). When the delay exceeds 60days purchase order will be considered as automatically cancelled, on defaulted performance. In such a situation, MSD reserve the right to recover liquidated damages or to revoke the cancellation (eg. if payments have been released prior to such a cancellation), and accept the consignment subject to a 25% admin surcharge.
- 8.7 In case of local suppliers, requests may be made for supply of goods in more installments than indicated in Annex 1.

Page No. 39 Condition No. 9.2 (Payment) - To be amended to read as follows ;
All payments will be on confirmed irrevocable letter of credit payable at sight/credit.

Please refer Global Bid Document

B: [Global Tender - Bid Document for Pharmaceutical DPC](#)



PROCUREMENT NOTICE - GLOBAL

STATE PHARMACEUTICALS CORPORATION OF SRI LANKA

The Chairman, Procurement Committee of the State Pharmaceuticals Corporation of Sri Lanka will receive sealed bids for supply of following items to the Department of Health Services for year 2022.

Bid Number	Closing Date & Time	Item Description	Date of issue of Bidding Documents from	Non-refundable Bid Fee
DHS/P/WW/261/22	15.07.2021 at 9.00 a.m.	4,250,000 Tablets Clozapine Tablet 100mg	02.06.2021	Rs. 12,500/= + 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 at the Head Office of the State Pharmaceuticals Corporation of Sri Lanka, "Mehewara Piyasa", 16th Floor, No. 41, Kirula Road, Colombo 5. These could be purchased on cash payment of a non-refundable Bid Fee per set as mentioned above. Offers received without enclosing original payment receipt are liable to be rejected.

Wherever applicable 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 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 DEPARTMENTAL PROCUREMENT COMMITTEE
STATE PHARMACEUTICALS CORPORATION OF SRI LANKA
"MEHEWARA PIYASA", 26TH FLOOR
NO. 41, KIRULA ROAD
COLOMBO 5.
SRI LANKA.

FAX : 00 94-11- 2582496
TELEPHONE : 00 94-11- 2582509
E-MAIL : pharma.manager@spc.lk

GENERAL MANAGER
STATE PHARMACEUTICALS CORPORATION OF SRI LANKA
FOR CHAIRMAN DEPARTMENTAL PROCUREMENT COMMITTEE
"MEHEWARA PIYASA", 26TH FLOOR
NO. 41, KIRULA ROAD
COLOMBO 5.

TENDER NO. : DHS/P/WW/261/22
DATE OF ISSUE : 2ND JUNE 2021
CLOSING DATE & TIME : 15TH JULY 2021 AT 09.00 HOURS SRI LANKA TIME

ORDER LIST NO. : 2022/SPC/N/R/P/00003

<u>SR No.</u>	<u>Item Description/ Specification</u>	<u>Quantity</u>	<u>Delivery</u>
00301801	Clozapine tablet 100mg Clozapine tablet 100mg Each tablet to contain 100mg of Clozapine BP/USP Note: 01.The shelf life of the product should be minimum of 24 months. Packing : 100 Tablets in a box	4,250,000 Tablets	4,250,000 Tablets – May 2022

Representative Tender samples to be submitted for the evaluation.

The amount of Bid Bond: LKR 282,200.00 or USD 1,415.00.

Bid Bond should be submitted with valid up to 10.02.2022 together with the bid

Bid should be valid till 11.01.2022.

Non refundable Bid Fee Rs. 12,500.00 + Taxes should be paid in cash to SPC for each set of Tender Documents.

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

CONDITIONS OF SUPPLY

(a) Part A

- The consignments supplied in respect of an order concerned, shall exactly match with the reference sample submitted and the product information (item descriptions, shelf life/warranty where applicable, manufacturer's name, country of manufacture, country of origin, etc.) provided in the bid document by the supplier, which has been accepted by the procurement committee, and included in the Indent / Purchase Order (PO), issued by SPC.
- 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.
- Maintaining the validity of the product registration during the period of supply (delivery schedule), obtaining waiver of registration &/ import license / manufacture licensing at NMRA, is a pre-requisite for the supply of surgical, pharmaceutical and relevant laboratory items. Hence all suppliers shall produce relevant valid registration certificates/licenses, when requested by MSD/SPC.
 When the validity of the product/manufacturing licenses and registrations of NMRA (eg; manufacturing license, product registration and GMP certificates), of local manufacturers / local suppliers, lapses during the year or during the period of supply (delivery schedule), it shall be extended / renewed by the supplier. A certified copies of afore mentioned valid certificates shall be submitted to MSD by the supplier when deliveries are made.

4. The number of batches per consignment shall be minimal. Batch quantity shall be an equal multiple of the quantity of the consignment and the proportionate size of the batch quantity shall be not less than 15% of the quantity in the consignment.
5. If MSD decides to accept a part or full consignment, with deviations from certain tender conditions (eg: with regard to labeling/packaging etc.) due to an urgency, that shall be done subject to, either rectifying the defect within 05 working days by the supplier, or recovering the total cost [a] of rectifying the defect by MSD (via a duly contracted third party providing such services), from the supplier with a 25% surcharge on the labeling cost. (total charge = $[a] + [a] \times 0.25$) or 2% of the invoiced value, whichever is the highest.

All possible tender deviations such as Packing, labeling, delivery schedule, storage status, payment mode & conditions, etc., shall be communicated and agreed upon before accepting the tender award by the supplier. Noncompliance of same shall be considered as tender violations, to apply penalty (as clause No. 36).

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

Shelf life & Warrantees.

7. Freshly manufactured stocks of the product shall be supplied; thereby the residual Shelf Life (shelf life remaining at the time of delivery of goods at the MSD stores/ Sri Lanka) of the product, shall be 85% of the product shelf life specified in the 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 is 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 $1/6^{\text{th}}$ (one sixth) of the original product shelf life.

(b) In the violation of the above tender condition, SPC/MSD reserves the right to accept a reduced quantity, that is usable (as per the consumption rate) up to three months before the expiry of same and will subject to application of a penalty (as clause No. 36).

Standards & Quality

8. Standards; In respect of all Pharmaceutical products supplied, shall comply Pharmacopoeial Standards that are indicated in the item specifications, other Pharmacopoeial Standards accepted in the product registration by the National Medicines Regulatory Authority.
9. As per the product registration dossier approved by NMRA, the product information leaflet (PIL) for the Pharmaceutical 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.
10. Withdrawal from use of items due to quality failure found as manufacturer/s fault:
 - (a). In case of batch withdrawal, value of entire batch quantity supplied shall be 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 surcharged 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 or shall

conform to the information submitted for waiver of registration granted by NMRA in exceptional circumstances.(refer clause No.23)

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.

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. (to be selectively applied for Surgical & Lab items, depending on availability of testing methodology & facilities).

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

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. In respect of bulk packs (not applicable for blister/strip packs), 'DHS' mark shall be ;
 - (a). embossed or printed in case of tablets
 - (b). printed in case of capsulesAbove condition can be waved off, if the quantity in the purchase order is less than 100,000 tablets/capsules, (any exemptions to this condition, is notified in the relevant MSD order list)
16. Each; innermost pack, vial/ampoule, pre-filled syringe or bottle, shall bear the item Description, SR No, Batch No/Lot no., Reference/Catalogue no.(not for pharmaceuticals), Date of Manufacture, Date of Expiry and 'STATE LOGO' of Government of Sri Lanka.

It is essential to include and exactly match the dates of Expiry (& date of Manufacture (in any form as 'Year & Month' or 'No Exp.'), in the innermost pack and supplier's invoice.

(Applicability of the innermost pack mentioned in this clause shall be adapted as per the pack specified in the specification.)
17. Description of the Item, SR No, Date of Manufacture, Date of Expiry, Batch No, Name and address of manufacturer and 'STATE LOGO' of Sri Lanka Government shall be clearly marked on the outer covering of the individual/innermost pack containing the minimum unit of measure, including blister & strip cards and on the outer cover of the carton/box. Any deviations of the Date of Manufacture (DOM)/ Date of Expiry (DOE)declared in the offer shall be approved by MSD and DOM & DOE shall consist of at least the year & month.
18. 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.
19. 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).

20. 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

21. 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 °C +/- 2 °C temperature and 75% +/-5% relative humidity. The product storage conditions shall be clearly indicated at all levels of labels/packages/boxes.
22. Maintenance of Cold Chain;
- a. In case of cold storage items, cold chain monitors (temperature recording devices) shall be included for each carton and the cold chain shall be maintained according to the manufacturer's instructions during storage, transport and delivery.
 - b. Supplier shall use suitable prominently visible identification marks of international standard, with appropriate colours and sizes for easy identification of cold cargo. Supplier shall use standardized USB Devices for temperature data logging inside the packages and shall provide free of charge, data logger readers &/ software (reading apps compatible with Windows-07/latest) to wharf department of SPC in advance, to enable examining the maintenance of cold chain in transit, and before taking over the consignment by MSD.
 - c. If the cold chain break is observed at the time of taking over the consignments by MSD, such consignments shall be rejected, indicating the reason on the relevant WDN or copy of the delivery documents. In such an event, the SPC shall arrange necessary cold storage for the consignment until 'observed cold chain break' is investigated leading to acceptance / total rejection of consignment and the expenses 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 cold chain maintenance, to arrive in Sri Lanka during Monday to Thursday to avoid additional demurrage & storage charges during weekends, during which MSD stores is closed. In case of non-compliance of this condition, any additional expenses incurred to MSD and SPC, to Custom clear/store/receive such consignments shall be recovered from the supplier.
23. In respect of the products requiring controlled temperature storage (Eg. < 25 °C, 2-25 °C, 15-20 °C /30 °C, 2-8 °C etc.), supplier shall provide MSD with latest product stability study reports with the invoice of the consignment.(report shall include studies; at 30 °C +/- 2 °C & 75% +/- 5% RH for AC stored items and at 25 °C +/- 2 °C & 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

24. 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. 26 on delayed deliveries, shall be applied.

25. 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.
26. Defaulted consignments with respect to delivery schedule shall only be considered for acceptance, subject to a penalty imposed for the delay due to suppliers fault, allowing a grace period up to two weeks. Consignments delivered after that grace period shall be considered for acceptance subject to a penalty to the supplier as described below ;
 - (a). A penalty of 0.5% per day of the consignment value, calculated commencing from the 15th day up to 60th day delay from the due delivery date, as per the indent/PO or its? latest amended delivery schedules.
 - (b). When the delay exceeds 60 days purchase order will be considered as automatically cancelled, on defaulted performance. In such a situation, MSD reserve the right to recover liquidated damages or to revoke the cancellation (eg. if payments have been released prior to such a cancellation), and accept the consignment subject to a 25% admin surcharge.
27. (i). If any local purchases were to be made by MSD/SPC to ensure continuity of supply (due to noncompliance of Indent/PO/its' amended; delivery schedule); in the ensuing period inclusive of the grace period for delivery from due delivery date, extra expenditure incurred on such local purchases, over the landed cost of relevant SPC main order, shall be recovered from the supplier.
 - (ii). If a delivery defaulted (violating delivery schedule in the indent/PO) SPC supplier/his local agent, who participate in an urgent local purchase tender of SPC or MSD for the same item, quoting the same product or any similar product, is bound to supply the local purchase order at the landed cost of the defaulted SPC main order. In violations of the same, the cost difference will be set off from the payments to the supplier of the corresponding SPC main order.
28. In respect of local manufacturers/ local suppliers, all deliveries shall be made only on week days excluding public holidays, also allowing adequate time to enable the completion of the receiving process at MSD stores before 3.30 p.m.
In the event of failure to meet this deadline due to supplier/s fault (eg. In delivery; time, product, document, etc.) goods shall be accepted on the following working day, such date shall be counted for working out penalties as per No. 26 (regarding defaulted consignment) of the conditions of supply.

As an alternative, supplier can request MSD to take over the consignment on the same day, subject to settling all adl. expenses (i.e. staff OT, forklift charge, etc.) of MSD, by the supplier.
29. The extension of L/C's overstepping delivery schedules in the Indent/PO/its' amendments, shall not in any way affect the recovery of late delivery charges, as per Condition No. 26 (regarding defaulted consignments) and any other direct or indirect additional costs/liquidated damages, relating/consequent to extension of L/C.
30. When adequate storage space is not available at MSD, to accept a delivery defaulted consignment (deviating from the delivery schedule in the Indent/PO/its' amendments) under the condition No. 26, 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

31. 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.
32. One of the tender samples of the selected bid shall be forwarded to MSD, for using as a reference sample (can make it; a part of the last consignment or a returnable to supplier) for checking the conformity of the consignments received under the indent/PO.(applicable for all surgical items and regular category of laboratory items, when specified in respective order lists). The artwork of the; specimen labels, minimum pack and outer most box/shipper carton, that satisfies the above mentioned labeling conditions, shall also be provided before signing the contract with the performance bond.
33. 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.
34. 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 clause 26 will not be applicable.

Common conditions

35. In addition to the general conditions of supply given herein, item/order-list specific amendments, exclusions or additions to the same, stated in the covering letter of the order list and any other relevant conditions as per the tender document issued by SPC, are also applicable. The order/item specific; new conditions or amendments to General Order Conditions, will be included in the order list itself and as a remark entry in the MSMIS order records.
36. Administrative surcharge of 25%(on the value of goods), will be applied for tender condition violations that cause deficiencies in supply with respect to; quality, standards & specifications, short packing & short supply or delayed delivery as per the cabinet decision. (eg. As in conditions No. 07,05,09,12)

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

(b) Part B –Special Order Conditions (SOC) of supply

Note : SOC's 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. & S.R. No.s, shall be indicated separately against each clause of SOC, with the counter signature of Director (MSD) to make it effective.

Special Conditions for Bidding :

1. Offers should be accompanied with the valid registration certificate (Notary Certified) issued by the National Medicines Regulatory Authority in Sri Lanka formerly Cosmetic Devices and Drugs Authority.
2. Offered item should bear our SR number.
3. If awarded supplier is unable to adhere to 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.
4. **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.**

Comparison of foreign offer and local offer made on Imports & Supply basis will be compared as follows.

Local offers which are for Import & Supply basis will be divided by a hypothetical value for comparison of offers against C & F value based on the HS Code of the item as determined by SPC.

5. 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 Tenders" of the tender document in this regard.

6. 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. The volume of the total quantity of each item should be given in cubic meters (m³).

7. 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.

Sufficient quantity of Samples should be forwarded for evaluation

8. The original payment receipt for purchasing the bidding document has to be annexed to the offer. Offers without same will be rejected.

9. Procurement Committee has the authority to decide whether pre-shipment/ pre delivery/post delivery samples to be tested. In such cases the supplier will have to bear the cost of testing samples.

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

11. The successful supplier should agree to dispatch by fax/courier a full set of copy document to SPC at least 3 days prior to arrival of consignment in Sri Lanka to prevent any delay in clearance.

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

12. In the event of an award made to you on this tender, SPC reserves 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.

13. **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 contract act in accordance with the section 10 of the Public Contract Act and produce such valid original certificate of registration with the bid.**

14. The recommended storage mentioned on the product label should be maintained at transit also and storage condition should be clearly showed on Bill of Lading/Airway Bill and invoice.

15. 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.

16. All shipments 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 vessel of the Ceylon Shipping Corporation do not call at the Port of shipment or if they are not available for time by shipment of cargo, in which event the supplier should attached a waiver certificate issued by Ceylon Shipping Corporation or their Authorized Agent in the Supplier's Country.

17. SPC reserves the right to reject offers which do not comply with above conditions.

Amendments to the Bidding Documents for procurement of pharmaceuticals for the Department of Health Services of Government of Sri Lanka (Blue Book). (DPC)

Address to be read as "State Pharmaceuticals Corporation of Sri Lanka, "Mehewara Piyasa", 16th Floor, No. 41, Kirula Road, Colombo 5" mentioned in all specified clauses

Terms and Conditions of Bid/Instructions to Bidders

Page No. 6 Condition No. 8 (BONDS/GUARANTEES) to be amended to read as follows:

08.1 Bidders should furnish an unconditional Bid Bond as per **Annex III** encashable on first written demand to the value stated against each item in the **Annex 1** of the Bidding Document.

Bid Bond should be submitted together with the Bid or to reach SPC on or before the closing date and time of Bid. Bids submitted without Bid Bonds, will not be considered.

08.2 The Bid Bond should be valid for at least 30 days beyond the validity of the Bid. The amount of bid bond and the date until which the bid should be valid is indicated in the Annex I.

Page No. 8 Condition No. 12 FREE REPLACEMENT to be amended to read as follows:

FREE REPLACEMENT/ REIMBURSEMENT

Page No. 8 Condition No. 12.2 under the Para b) 2nd line delete the words 'replaced or'

Page No. 14 Condition No. 20 (REGISTRATION) 20.1 (b) to be amended to read as follows:

(b) **A Certified copy of the NMRA registration Certificate certified by Attorney-at-Law, Commissioner of Oaths or Justice of Peace should be submitted along with the bid.**

Page No. 16 Condition No. 22 (TESTING OF BATCH SAMPLES) 22.1 to be amended to read as follows:

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

Page No. 23 SPECIMEN OF ANNEX – 1 to be amended to read as follows:

**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

..... Nos of Representative samples for the item to be submitted for the evaluation as tender samples.

Amount of Bid Bond : LKR or USD to be submitted along with the Bid

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.

Page No. 24 SPECIMEN FORM OF BID (SUPPLIES) ANNEX – IIA Content of the cage to be amended to read as follows:

<p align="center">BID FOR THE SUPPLY OF BID NO./BID REFERENCE</p>

Page No. 26 & 27 SPECIMEN OF **ANNEX – II(B)** to be amended to read as follows:

Heading of 2 nd Column	FULL DESCRIPTION OF ITEM OFFERED, THE STANDARD AND STORAGE TEMPERATURE
Heading of 11 th Column	NMRA REGISTRATION CERTIFICATE NO. & DATE OF EXPIRY

Amendment to Bidding Document under 'Conditions of Contract'

Page No. 39, Condition No. 8 TERMS OF DELIVERY to be amended to read as,

08 TERMS OF DELIVERY

8.1 All shipment should be made exclusively on vessels belonging to the Ceylon Shipping Corporation Ltd or those chartered by CSCL. Shipments on other vessels will be

permitted in instances where vessel of the Ceylon Shipping Corporation Ltd do not call at the Port of shipment or if they are not available for time by 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.

- 8.2 SPC may nominate Independent Competent Authorities for issue of shipment Inspection Certificate (Certificate of Quality, Quantity and Loading) cost of such certificate should be borne by the supplier.
- 8.3 All items should be shipped to the destination and strictly conform to the delivery dates as per schedule I hereto marked
- 8.4 Delivery of all goods should be within the period of validity of the Letter of Credit, Except in exceptional circumstances no extensions will be granted. Cost of such extension in any would be borne by the supplier.
- 8.5 If the supplier fails to make deliveries within the time specified by the SPC (without prejudice to the other rights of SPC resulting from breach of the contract conditions) May be written notice to the supplier terminate the right of the supplier to proceed with any or all of the remaining part of the contract as provided for in clause 9.1 hereof in addition the SPC reserves the right to purchase from other sources any or all undelivered items and to recover excess costs from the supplier.
- 8.6 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 the grace period shall be considered for acceptance subject to a surcharge to the supplier as stated below ;
 - (a). A surcharge of 0.5% per day of the consignment value, calculated commencing from the 15th day up to 60th day delay from the due delivery date, as per the indent/PO or its' latest amended delivery schedules.
 - (b). When the delay exceeds 60days purchase order will be considered as automatically cancelled, on defaulted performance. In such a situation, MSD reserve the right to recover liquidated damages or to revoke the cancellation (eg. if payments have been released prior to such a cancellation), and accept the consignment subject to a 25% admin surcharge.
- 8.7 In case of local suppliers, requests may be made for supply of goods in more installments than indicated in Annex 1.

Page No. 39 Condition No. 9.2 (Payment) - To be amended to read as follows ;
All payments will be on confirmed irrevocable letter of credit payable at sight/credit.

Please refer Global Bid Document

B: [Global Tender - Bid Document for Pharmaceutical DPC](#)



PROCUREMENT NOTICE - GLOBAL

STATE PHARMACEUTICALS CORPORATION OF SRI LANKA

The Chairman, Procurement Committee of the State Pharmaceuticals Corporation of Sri Lanka will receive sealed bids for supply of following items to the Department of Health Services for year 2022.

Bid Number	Closing Date & Time	Item Description	Date of issue of Bidding Documents from	Non-refundable Bid Fee
DHS/P/WW/260/22	15.07.2021 at 9.00 a.m.	62,000 Ampoules of Flupenthixol Decanoate Injection 40mg/2ml	02.06.2021	Rs. 12,500/= + 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 at the Head Office of the State Pharmaceuticals Corporation of Sri Lanka, "Mehewara Piyasa", 16th Floor, No. 41, Kirula Road, Colombo 5. These could be purchased on cash payment of a non-refundable Bid Fee per set as mentioned above. Offers received without enclosing original payment receipt are liable to be rejected.

Wherever applicable 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 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 DEPARTMENTAL PROCUREMENT COMMITTEE
STATE PHARMACEUTICALS CORPORATION OF SRI LANKA
"MEHEWARA PIYASA", 26TH FLOOR
NO. 41, KIRULA ROAD
COLOMBO 5.
SRI LANKA.

FAX : 00 94-11- 2582496
TELEPHONE : 00 94-11- 2582509
E-MAIL : pharma.manager@spc.lk

GENERAL MANAGER
STATE PHARMACEUTICALS CORPORATION OF SRI LANKA
FOR CHAIRMAN DEPARTMENTAL PROCUREMENT COMMITTEE
"MEHEWARA PIYASA", 26TH FLOOR
NO. 41, KIRULA ROAD
COLOMBO 5.

TENDER NO. : DHS/P/WW/260/22
DATE OF ISSUE : 2ND JUNE 2021
CLOSING DATE & TIME : 15TH JULY 2021 AT 09.00 HOURS SRI LANKA TIME

ORDER LIST NO. : 2022/SPC/N/R/P/00003

<u>SR No.</u>	<u>Item Description/ Specification</u>	<u>Quantity</u>	<u>Delivery</u>
00301101	<p>Flupenthixol decanoate Injection 40mg/2ml.</p> <p>Flupenthixol Injection BP 40mg/2ml. Each 2ml ampoule to contain 40mg Flupenthixol decanoate in this vegetable oil for intramuscular Injection.</p> <p>Note: 1.This injection should be stable for a minimum of 02 years when stored with in the temperature range of 2'C - 8'C. 2.Each ampoule should be labelled accordingly.</p> <p>Packing : 10 Ampoules in a box</p>	62,000 Ampoules	<p>32,000 Ampoules – January 2022</p> <p>30,000 Ampoules – May 2022</p>

Representative Tender samples to be submitted for the evaluation.

The amount of Bid Bond: LKR 686,898.00 or USD 3,444.00.

Bid Bond should be submitted with valid up to 10.02.2022 together with the bid

Bid should be valid till 11.01.2022.

Non refundable Bid Fee Rs. 12,500.00 + Taxes should be paid in cash to SPC for each set of Tender Documents.

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

CONDITIONS OF SUPPLY

(a) Part A

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

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

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

All possible tender deviations such as Packing, labeling, delivery schedule, storage status, payment mode & conditions, etc., shall be communicated and agreed upon before accepting the tender award by the supplier. Noncompliance of same shall be considered as tender violations, to apply penalty (as clause No. 36).

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

Shelf life & Warrantees.

7. Freshly manufactured stocks of the product shall be supplied; thereby the residual Shelf Life (shelf life remaining at the time of delivery of goods at the MSD stores/ Sri Lanka) of the product, shall be 85% of the product shelf life specified in the 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 is 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, SPC/MSD reserves the right to accept a reduced quantity, that is usable (as per the consumption rate) up to three months before the expiry of same and will subject to application of a penalty (as clause No. 36).

Standards & Quality

8. Standards; In respect of all Pharmaceutical products supplied, shall comply Pharmacopoeial Standards that are indicated in the item specifications, other Pharmacopoeial Standards accepted in the product registration by the National Medicines Regulatory Authority.
9. As per the product registration dossier approved by NMRA, the product information leaflet (PIL) for the Pharmaceutical 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.
10. Withdrawal from use of items due to quality failure found as manufacturer/s fault:
 - (a). In case of batch withdrawal, value of entire batch quantity supplied shall be 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 surcharged 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 or shall conform to the information submitted for waiver of registration granted by NMRA in exceptional circumstances. (refer clause No.23)
- 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.
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. (to be selectively applied for Surgical & Lab items, depending on availability of testing methodology & facilities).
- If the sample is found to be substandard, random batch samples will be tested from all the batches/lots in the consignment, and entire expenses on such tests, like value of samples, transport, sampling & testing charges, etc, will be recovered from the supplier.
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. In respect of bulk packs (not applicable for blister/strip packs), 'DHS' mark shall be ;
- (a). embossed or printed in case of tablets
 - (b). printed in case of capsules
- Above condition can be waved off, if the quantity in the purchase order is less than 100,000 tablets/capsules, (any exemptions to this condition, is notified in the relevant MSD order list)
16. Each; innermost pack, vial/ampoule, pre-filled syringe or bottle, shall bear the item Description, SR No, Batch No/Lot no., Reference/Catalogue no. (not for pharmaceuticals), Date of Manufacture, Date of Expiry and 'STATE LOGO' of Government of Sri Lanka.
- It is essential to include and exactly match the dates of Expiry (& date of Manufacture (in any form as 'Year & Month' or 'No Exp.'), in the innermost pack and supplier's invoice.
- (Applicability of the innermost pack mentioned in this clause shall be adapted as per the pack specified in the specification.)
17. Description of the Item, SR No, Date of Manufacture, Date of Expiry, Batch No, Name and address of manufacturer and 'STATE LOGO' of Sri Lanka Government shall be clearly marked on the outer covering of the individual/innermost pack containing the minimum unit of measure, including blister & strip cards and on the outer cover of the carton/box. Any deviations of the Date of Manufacture (DOM)/ Date of Expiry (DOE) declared in the offer shall be approved by MSD and DOM & DOE shall consist of at least the year & month.
18. 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.

19. 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).
20. 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

21. 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 °C +/- 2 °C temperature and 75% +/-5% relative humidity. The product storage conditions shall be clearly indicated at all levels of labels/packages/boxes.
22. Maintenance of Cold Chain;
- In case of cold storage items, cold chain monitors (temperature recording devices) shall be included for each carton and the cold chain shall be maintained according to the manufacturer's instructions during storage, transport and delivery.
 - Supplier shall use suitable prominently visible identification marks of international standard, with appropriate colours and sizes for easy identification of cold cargo. Supplier shall use standardized USB Devices for temperature data logging inside the packages and shall provide free of charge, data logger readers &/ software (reading apps compatible with Windows-07/latest) to wharf department of SPC in advance, to enable examining the maintenance of cold chain in transit, and before taking over the consignment by MSD.
 - If the cold chain break is observed at the time of taking over the consignments by MSD, such consignments shall be rejected, indicating the reason on the relevant WDN or copy of the delivery documents. In such an event, the SPC shall arrange necessary cold storage for the consignment until 'observed cold chain break' is investigated leading to acceptance / total rejection of consignment and the expenses born by MSD / SPC in arranging the cold storage shall be recovered from the supplier.
 - The vehicles transporting cold cargo to MSD shall be equipped with temperature monitoring devices and the vehicle shall have NMRA approval for transport of pharmaceuticals.
 - The suppliers shall dispatch consignments of the items, which require cold chain maintenance, to arrive in Sri Lanka during Monday to Thursday to avoid additional demurrage & storage charges during weekends, during which MSD stores is closed. In case of non-compliance of this condition, any additional expenses incurred to MSD and SPC, to Custom clear/store/receive such consignments shall be recovered from the supplier.
23. In respect of the products requiring controlled temperature storage (Eg. < 25 °C, 2-25 °C, 15-20 °C /30 °C, 2-8 °C etc.), supplier shall provide MSD with latest product stability study reports with the invoice of the consignment.(report shall include studies; at 30 °C +/- 2 °C & 75% +/- 5% RH for AC stored items and at 25 °C +/- 2 °C & 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

24. 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. 26 on delayed deliveries, shall be applied.

25. 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.
26. Defaulted consignments with respect to delivery schedule shall only be considered for acceptance, subject to a penalty imposed for the delay due to suppliers fault, allowing a grace period up to two weeks. Consignments delivered after that grace period shall be considered for acceptance subject to a penalty to the supplier as described below ;
- (a). A penalty of 0.5% per day of the consignment value, calculated commencing from the 15th day up to 60th day delay from the due delivery date, as per the indent/PO or its? latest amended delivery schedules.
 - (b). When the delay exceeds 60 days purchase order will be considered as automatically cancelled, on defaulted performance. In such a situation, MSD reserve the right to recover liquidated damages or to revoke the cancellation (eg. if payments have been released prior to such a cancellation), and accept the consignment subject to a 25% admin surcharge.
27. (i). If any local purchases were to be made by MSD/SPC to ensure continuity of supply (due to noncompliance of Indent/PO/its' amended; delivery schedule); in the ensuing period inclusive of the grace period for delivery from due delivery date, extra expenditure incurred on such local purchases, over the landed cost of relevant SPC main order, shall be recovered from the supplier.
- (ii). If a delivery defaulted (violating delivery schedule in the indent/PO) SPC supplier/his local agent, who participate in an urgent local purchase tender of SPC or MSD for the same item, quoting the same product or any similar product, is bound to supply the local purchase order at the landed cost of the defaulted SPC main order. In violations of the same, the cost difference will be set off from the payments to the supplier of the corresponding SPC main order.

28. In respect of local manufacturers/ local suppliers, all deliveries shall be made only on week days excluding public holidays, also allowing adequate time to enable the completion of the receiving process at MSD stores before 3.30 p.m.
- In the event of failure to meet this deadline due to supplier/s fault (eg. In delivery; time, product, document, etc.) goods shall be accepted on the following working day, such date shall be counted for working out penalties as per No. 26 (regarding defaulted consignment) of the conditions of supply.

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

29. The extension of L/C's overstepping delivery schedules in the Indent/PO/its' amendments, shall not in any way affect the recovery of late delivery charges, as per Condition No. 26 (regarding defaulted consignments) and any other direct or indirect additional costs/liquidated damages, relating/consequent to extension of L/C.
30. When adequate storage space is not available at MSD, to accept a delivery defaulted consignment (deviating from the delivery schedule in the Indent/PO/its' amendments) under the condition No. 26, 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

31. 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.
32. One of the tender samples of the selected bid shall be forwarded to MSD, for using as a reference sample (can make it; a part of the last consignment or a returnable to supplier) for checking the conformity of the consignments received under the indent/PO.(applicable for all surgical items and regular category of laboratory items, when specified in respective order lists). The artwork of the; specimen labels, minimum pack and outer most box/shipper carton, that satisfies the above mentioned labeling conditions, shall also be provided before signing the contract with the performance bond.
33. 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.
34. 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 clause 26 will not be applicable.

Common conditions

35. In addition to the general conditions of supply given herein, item/order-list specific amendments, exclusions or additions to the same, stated in the covering letter of the order list and any other relevant conditions as per the tender document issued by SPC, are also applicable. The order/item specific; new conditions or amendments to General Order Conditions, will be included in the order list itself and as a remark entry in the MSMIS order records.
36. Administrative surcharge of 25%(on the value of goods), will be applied for tender condition violations that cause deficiencies in supply with respect to; quality, standards & specifications, short packing & short supply or delayed delivery as per the cabinet decision. (eg. As in conditions No. 07,05,09,12)

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

(b) Part B –Special Order Conditions (SOC) of supply

Note : SOC's 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. & S.R. No.s, shall be indicated separately against each clause of SOC, with the counter signature of Director (MSD) to make it effective.

Special Conditions for Bidding :

1. Offers should be accompanied with the valid registration certificate (Notary Certified) issued by the National Medicines Regulatory Authority in Sri Lanka formerly Cosmetic Devices and Drugs Authority.
2. Offered item should bear our SR number.
3. If awarded supplier is unable to adhere to 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.

4. **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.**

Comparison of foreign offer and local offer made on Imports & Supply basis will be compared as follows.

Local offers which are for Import & Supply basis will be divided by a hypothetical value for comparison of offers against C & F value based on the HS Code of the item as determined by SPC.

5. **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 Tenders" of the tender document in this regard.**

6. 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. The volume of the total quantity of each item should be given in cubic meters (m³).
7. 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.

Sufficient quantity of Samples should be forwarded for evaluation

8. The original payment receipt for purchasing the bidding document has to be annexed to the offer. Offers without same will be rejected.
9. Procurement Committee has the authority to decide whether pre-shipment/ pre delivery/post delivery samples to be tested. In such cases the supplier will have to bear the cost of testing samples.
10. The bid submitted should be duly signed and endorsed by the Bidder/ Tenderer himself (with the name and designation of the signatory) or by the representative. Representatives submitting offers on behalf of their principals should submit a letter of authorization and power of attorney (if signing on behalf of the principals) and also should submit documentary proof on their registration as per the Act. No. 03 of 1987 with the Department of the Registrar of Companies – Sri Lanka (where applicable).
11. The successful supplier should agree to dispatch by fax/courier a full set of copy document to SPC at least 3 days prior to arrival of consignment in Sri Lanka to prevent any delay in clearance.

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

12. In the event of an award made to you on this tender, SPC reserves 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.**
13. **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 contract act in accordance with the section 10 of the Public Contract Act and produce such valid original certificate of registration with the bid.**
14. The recommended storage mentioned on the product label should be maintained at transit also and storage condition should be clearly showed on Bill of Lading/Airway Bill and invoice.

15. **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.**

16. All shipments 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 vessel of the Ceylon Shipping Corporation do not call at the Port of shipment or if they are

not available for time by shipment of cargo, in which event the supplier should attached a waiver certificate issued by Ceylon Shipping Corporation or their Authorized Agent in the Supplier's Country.

17. SPC reserves the right to reject offers which do not comply with above conditions.

Amendments to the Bidding Documents for procurement of pharmaceuticals for the Department of Health Services of Government of Sri Lanka (Blue Book). (DPC)

Address to be read as "State Pharmaceuticals Corporation of Sri Lanka, "Mehewara Piyasa", 16th Floor, No. 41, Kirula Road, Colombo 5" mentioned in all specified clauses

Terms and Conditions of Bid/Instructions to Bidders

Page No. 6 Condition No. 8 (BONDS/GUARANTEES) to be amended to read as follows:

- 08.1 Bidders should furnish an unconditional Bid Bond as per **Annex III** encashable on first written demand to the value stated against each item in the **Annex 1** of the Bidding Document.
Bid Bond should be submitted together with the Bid or to reach SPC on or before the closing date and time of Bid. Bids submitted without Bid Bonds, will not be considered.
- 08.2 The Bid Bond should be valid for at least 30 days beyond the validity of the Bid. The amount of bid bond and the date until which the bid should be valid is indicated in the Annex I.

Page No. 8 Condition No. 12 FREE REPLACEMENT to be amended to read as follows:

FREE REPLACEMENT/ REIMBURSEMENT

Page No. 8 Condition No. 12.2 under the Para b) 2nd line delete the words 'replaced or'

Page No. 14 Condition No. 20 (REGISTRATION) 20.1 (b) to be amended to read as follows:

- (b) **A Certified copy of the NMRA registration Certificate certified by Attorney-at-Law, Commissioner of Oaths or Justice of Peace should be submitted along with the bid.**

Page No. 16 Condition No. 22 (TESTING OF BATCH SAMPLES) 22.1 to be amended to read as follows:

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

Page No. 23 SPECIMEN OF ANNEX – 1 to be amended to read as follows:

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

..... Nos of Representative samples for the item to be submitted for the evaluation as tender samples.

Amount of Bid Bond : LKR or USD to be submitted along with the Bid

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.

Page No. 24 SPECIMEN FORM OF BID (SUPPLIES) ANNEX – IIA Content of the cage to be amended to read as follows:

<p align="center">BID FOR THE SUPPLY OF BID NO./BID REFERENCE</p>

Page No. 26 & 27 SPECIMEN OF **ANNEX – II(B)** to be amended to read as follows:

Heading of 2 nd Column	FULL DESCRIPTION OF ITEM OFFERED, THE STANDARD AND STORAGE TEMPERATURE
Heading of 11 th Column	NMRA REGISTRATION CERTIFICATE NO. & DATE OF EXPIRY

Amendment to Bidding Document under 'Conditions of Contract'

Page No. 39, Condition No. 8 TERMS OF DELIVERY to be amended to read as,

08 TERMS OF DELIVERY

8.1 All shipment should be made exclusively on vessels belonging to the Ceylon Shipping Corporation Ltd or those chartered by CSCL. Shipments on other vessels will be

permitted in instances where vessel of the Ceylon Shipping Corporation Ltd do not call at the Port of shipment or if they are not available for time by 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.

- 8.2 SPC may nominate Independent Competent Authorities for issue of shipment Inspection Certificate (Certificate of Quality, Quantity and Loading) cost of such certificate should be borne by the supplier.
- 8.3 All items should be shipped to the destination and strictly conform to the delivery dates as per schedule I hereto marked
- 8.4 Delivery of all goods should be within the period of validity of the Letter of Credit, Except in exceptional circumstances no extensions will be granted. Cost of such extension in any would be borne by the supplier.
- 8.5 If the supplier fails to make deliveries within the time specified by the SPC (without prejudice to the other rights of SPC resulting from breach of the contract conditions) May be written notice to the supplier terminate the right of the supplier to proceed with any or all of the remaining part of the contract as provided for in clause 9.1 hereof in addition the SPC reserves the right to purchase from other sources any or all undelivered items and to recover excess costs from the supplier.
- 8.6 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 the grace period shall be considered for acceptance subject to a surcharge to the supplier as stated below ;
 - (a). A surcharge of 0.5% per day of the consignment value, calculated commencing from the 15th day up to 60th day delay from the due delivery date, as per the indent/PO or its' latest amended delivery schedules.
 - (b). When the delay exceeds 60days purchase order will be considered as automatically cancelled, on defaulted performance. In such a situation, MSD reserve the right to recover liquidated damages or to revoke the cancellation (eg. if payments have been released prior to such a cancellation), and accept the consignment subject to a 25% admin surcharge.
- 8.7 In case of local suppliers, requests may be made for supply of goods in more installments than indicated in Annex 1.

Page No. 39 Condition No. 9.2 (Payment) - To be amended to read as follows ;
All payments will be on confirmed irrevocable letter of credit payable at sight/credit.

Please refer Global Bid Document

B: [Global Tender - Bid Document for Pharmaceutical DPC](#)



PROCUREMENT NOTICE - GLOBAL

STATE PHARMACEUTICALS CORPORATION OF SRI LANKA

The Chairman, Procurement Committee of the State Pharmaceuticals Corporation of Sri Lanka will receive sealed bids for supply of following items to the Department of Health Services for year 2022.

Bid Number	Closing Date & Time	Item Description	Date of issue of Bidding Documents from	Non-refundable Bid Fee
DHS/P/WW/259/22	15.07.2021 at 9.00 a.m.	153,000 Tablets of Disulfiram Tablet 250mg	02.06.2021	Rs. 3,000/= + 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 at the Head Office of the State Pharmaceuticals Corporation of Sri Lanka, "Mehewara Piyasa", 16th Floor, No. 41, Kirula Road, Colombo 5. These could be purchased on cash payment of a non-refundable Bid Fee per set as mentioned above. Offers received without enclosing original payment receipt are liable to be rejected.

Wherever applicable 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 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 DEPARTMENTAL PROCUREMENT COMMITTEE
STATE PHARMACEUTICALS CORPORATION OF SRI LANKA
"MEHEWARA PIYASA", 26TH FLOOR
NO. 41, KIRULA ROAD
COLOMBO 5.
SRI LANKA.

FAX : 00 94-11- 2582496
TELEPHONE : 00 94-11- 2582509
E-MAIL : pharma.manager@spc.lk

GENERAL MANAGER
STATE PHARMACEUTICALS CORPORATION OF SRI LANKA
FOR CHAIRMAN DEPARTMENTAL PROCUREMENT COMMITTEE
"MEHEWARA PIYASA", 26TH FLOOR
NO. 41, KIRULA ROAD
COLOMBO 5.

TENDER NO. : DHS/P/WW/259/22
DATE OF ISSUE : 2ND JUNE 2021
CLOSING DATE & TIME : 15TH JULY 2021 AT 09.00 HOURS SRI LANKA TIME

ORDER LIST NO. : 2022/SPC/N/R/P/00003

<u>SR No.</u>	<u>Item Description/ Specification</u>	<u>Quantity</u>	<u>Delivery</u>
00305402	Disulfiram Tablet 250mg Disulfiram 250mg Tablet Each tablet to contain Disulfiram BP/USP 250mg Note; 01.Tablets should be protected from light. 02.The shelf life of the product should be minimum of 24 months. Packing : 50 Tablets in a box	153,000 Tablets	153,000 Tablets – May 2022

Representative Tender samples to be submitted for the evaluation.

The amount of Bid Bond: LKR 34,364.00 or USD 173.00.

Bid Bond should be submitted with valid up to 10.02.2022 together with the bid

Bid should be valid till 11.01.2022.

Non refundable Bid Fee Rs. 3,000.00 + Taxes should be paid in cash to SPC for each set of Tender Documents.

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

CONDITIONS OF SUPPLY

(a) Part A

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

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

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

All possible tender deviations such as Packing, labeling, delivery schedule, storage status, payment mode & conditions, etc., shall be communicated and agreed upon before accepting the tender award by the supplier. Noncompliance of same shall be considered as tender violations, to apply penalty (as clause No. 36).

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

Shelf life & Warrantees.

7. Freshly manufactured stocks of the product shall be supplied; thereby the residual Shelf Life (shelf life remaining at the time of delivery of goods at the MSD stores/ Sri Lanka) of the product, shall be 85% of the product shelf life specified in the 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 is 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, SPC/MSD reserves the right to accept a reduced quantity, that is usable (as per the consumption rate) up to three months before the expiry of same and will subject to application of a penalty (as clause No. 36).

Standards & Quality

8. Standards; In respect of all Pharmaceutical products supplied, shall comply Pharmacopoeial Standards that are indicated in the item specifications, other Pharmacopoeial Standards accepted in the product registration by the National Medicines Regulatory Authority.
9. As per the product registration dossier approved by NMRA, the product information leaflet (PIL) for the Pharmaceutical 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.
10. Withdrawal from use of items due to quality failure found as manufacturer/s fault:
 - (a). In case of batch withdrawal, value of entire batch quantity supplied shall be 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 surcharged 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 or shall conform to the information submitted for waiver of registration granted by NMRA in exceptional circumstances. (refer clause No.23)
- 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.
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. (to be selectively applied for Surgical & Lab items, depending on availability of testing methodology & facilities).
- If the sample is found to be substandard, random batch samples will be tested from all the batches/lots in the consignment, and entire expenses on such tests, like value of samples, transport, sampling & testing charges, etc, will be recovered from the supplier.
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. In respect of bulk packs (not applicable for blister/strip packs), 'DHS' mark shall be ;
- (a). embossed or printed in case of tablets
 - (b). printed in case of capsules
- Above condition can be waved off, if the quantity in the purchase order is less than 100,000 tablets/capsules, (any exemptions to this condition, is notified in the relevant MSD order list)
16. Each; innermost pack, vial/ampoule, pre-filled syringe or bottle, shall bear the item Description, SR No, Batch No/Lot no., Reference/Catalogue no. (not for pharmaceuticals), Date of Manufacture, Date of Expiry and 'STATE LOGO' of Government of Sri Lanka.
- It is essential to include and exactly match the dates of Expiry (& date of Manufacture (in any form as 'Year & Month' or 'No Exp.'), in the innermost pack and supplier's invoice.
- (Applicability of the innermost pack mentioned in this clause shall be adapted as per the pack specified in the specification.)
17. Description of the Item, SR No, Date of Manufacture, Date of Expiry, Batch No, Name and address of manufacturer and 'STATE LOGO' of Sri Lanka Government shall be clearly marked on the outer covering of the individual/innermost pack containing the minimum unit of measure, including blister & strip cards and on the outer cover of the carton/box. Any deviations of the Date of Manufacture (DOM)/ Date of Expiry (DOE) declared in the offer shall be approved by MSD and DOM & DOE shall consist of at least the year & month.
18. 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.

19. 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).
20. 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

21. 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 °C +/- 2 °C temperature and 75% +/-5% relative humidity. The product storage conditions shall be clearly indicated at all levels of labels/packages/boxes.
22. Maintenance of Cold Chain;
- a. In case of cold storage items, cold chain monitors (temperature recording devices) shall be included for each carton and the cold chain shall be maintained according to the manufacturer's instructions during storage, transport and delivery.
 - b. Supplier shall use suitable prominently visible identification marks of international standard, with appropriate colours and sizes for easy identification of cold cargo. Supplier shall use standardized USB Devices for temperature data logging inside the packages and shall provide free of charge, data logger readers &/ software (reading apps compatible with Windows-07/latest) to wharf department of SPC in advance, to enable examining the maintenance of cold chain in transit, and before taking over the consignment by MSD.
 - c. If the cold chain break is observed at the time of taking over the consignments by MSD, such consignments shall be rejected, indicating the reason on the relevant WDN or copy of the delivery documents. In such an event, the SPC shall arrange necessary cold storage for the consignment until 'observed cold chain break' is investigated leading to acceptance / total rejection of consignment and the expenses 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 cold chain maintenance, to arrive in Sri Lanka during Monday to Thursday to avoid additional demurrage & storage charges during weekends, during which MSD stores is closed. In case of non-compliance of this condition, any additional expenses incurred to MSD and SPC, to Custom clear/store/receive such consignments shall be recovered from the supplier.
23. In respect of the products requiring controlled temperature storage (Eg. < 25 °C, 2-25 °C, 15-20 °C /30 °C, 2-8 °C etc.), supplier shall provide MSD with latest product stability study reports with the invoice of the consignment.(report shall include studies; at 30 °C +/- 2 °C & 75% +/- 5% RH for AC stored items and at 25 °C +/- 2 °C & 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

24. 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. 26 on delayed deliveries, shall be applied.

25. 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.
26. Defaulted consignments with respect to delivery schedule shall only be considered for acceptance, subject to a penalty imposed for the delay due to suppliers fault, allowing a grace period up to two weeks. Consignments delivered after that grace period shall be considered for acceptance subject to a penalty to the supplier as described below ;
- (a). A penalty of 0.5% per day of the consignment value, calculated commencing from the 15th day up to 60th day delay from the due delivery date, as per the indent/PO or its? latest amended delivery schedules.
 - (b). When the delay exceeds 60 days purchase order will be considered as automatically cancelled, on defaulted performance. In such a situation, MSD reserve the right to recover liquidated damages or to revoke the cancellation (eg. if payments have been released prior to such a cancellation), and accept the consignment subject to a 25% admin surcharge.
27. (i). If any local purchases were to be made by MSD/SPC to ensure continuity of supply (due to noncompliance of Indent/PO/its' amended; delivery schedule); in the ensuing period inclusive of the grace period for delivery from due delivery date, extra expenditure incurred on such local purchases, over the landed cost of relevant SPC main order, shall be recovered from the supplier.
- (ii). If a delivery defaulted (violating delivery schedule in the indent/PO) SPC supplier/his local agent, who participate in an urgent local purchase tender of SPC or MSD for the same item, quoting the same product or any similar product, is bound to supply the local purchase order at the landed cost of the defaulted SPC main order. In violations of the same, the cost difference will be set off from the payments to the supplier of the corresponding SPC main order.

28. In respect of local manufacturers/ local suppliers, all deliveries shall be made only on week days excluding public holidays, also allowing adequate time to enable the completion of the receiving process at MSD stores before 3.30 p.m.
- In the event of failure to meet this deadline due to supplier/s fault (eg. In delivery; time, product, document, etc.) goods shall be accepted on the following working day, such date shall be counted for working out penalties as per No. 26 (regarding defaulted consignment) of the conditions of supply.

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

29. The extension of L/C's overstepping delivery schedules in the Indent/PO/its' amendments, shall not in any way affect the recovery of late delivery charges, as per Condition No. 26 (regarding defaulted consignments) and any other direct or indirect additional costs/liquidated damages, relating/consequent to extension of L/C.
30. When adequate storage space is not available at MSD, to accept a delivery defaulted consignment (deviating from the delivery schedule in the Indent/PO/its' amendments) under the condition No. 26, 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

31. 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.
32. One of the tender samples of the selected bid shall be forwarded to MSD, for using as a reference sample (can make it; a part of the last consignment or a returnable to supplier) for checking the conformity of the consignments received under the indent/PO.(applicable for all surgical items and regular category of laboratory items, when specified in respective order lists). The artwork of the; specimen labels, minimum pack and outer most box/shipper carton, that satisfies the above mentioned labeling conditions, shall also be provided before signing the contract with the performance bond.
33. 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.
34. 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 clause 26 will not be applicable.

Common conditions

35. In addition to the general conditions of supply given herein, item/order-list specific amendments, exclusions or additions to the same, stated in the covering letter of the order list and any other relevant conditions as per the tender document issued by SPC, are also applicable. The order/item specific; new conditions or amendments to General Order Conditions, will be included in the order list itself and as a remark entry in the MSMIS order records.
36. Administrative surcharge of 25%(on the value of goods), will be applied for tender condition violations that cause deficiencies in supply with respect to; quality, standards & specifications, short packing & short supply or delayed delivery as per the cabinet decision. (eg. As in conditions No. 07,05,09,12)

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

(b) Part B –Special Order Conditions (SOC) of supply

Note : SOC's 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. & S.R. No.s, shall be indicated separately against each clause of SOC, with the counter signature of Director (MSD) to make it effective.

Special Conditions for Bidding :

1. Offers should be accompanied with the valid registration certificate (Notary Certified) issued by the National Medicines Regulatory Authority in Sri Lanka formerly Cosmetic Devices and Drugs Authority.
2. Offered item should bear our SR number.
3. If awarded supplier is unable to adhere to 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.

4. **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.**

Comparison of foreign offer and local offer made on Imports & Supply basis will be compared as follows.

Local offers which are for Import & Supply basis will be divided by a hypothetical value for comparison of offers against C & F value based on the HS Code of the item as determined by SPC.

5. **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 Tenders" of the tender document in this regard.**
6. 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. The volume of the total quantity of each item should be given in cubic meters (m³).

7. 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.

Sufficient quantity of Samples should be forwarded for evaluation

8. The original payment receipt for purchasing the bidding document has to be annexed to the offer. Offers without same will be rejected.
9. Procurement Committee has the authority to decide whether pre-shipment/ pre delivery/post delivery samples to be tested. In such cases the supplier will have to bear the cost of testing samples.
10. The bid submitted should be duly signed and endorsed by the Bidder/ Tenderer himself (with the name and designation of the signatory) or by the representative. Representatives submitting offers on behalf of their principals should submit a letter of authorization and power of attorney (if signing on behalf of the principals) and also should submit documentary proof on their registration as per the Act. No. 03 of 1987 with the Department of the Registrar of Companies – Sri Lanka (where applicable).
11. The successful supplier should agree to dispatch by fax/courier a full set of copy document to SPC at least 3 days prior to arrival of consignment in Sri Lanka to prevent any delay in clearance.

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

12. In the event of an award made to you on this tender, SPC reserves 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.
13. **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 contract act in accordance with the section 10 of the Public Contract Act and produce such valid original certificate of registration with the bid.**
14. The recommended storage mentioned on the product label should be maintained at transit also and storage condition should be clearly showed on Bill of Lading/Airway Bill and invoice.

15. **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.**

16. All shipments 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 vessel of the Ceylon Shipping Corporation do not call at the Port of shipment or if they are not available for time by shipment of cargo, in which event the supplier should attached a waiver

certificate issued by Ceylon Shipping Corporation or their Authorized Agent in the Supplier's Country.

17. SPC reserves the right to reject offers which do not comply with above conditions.

Amendments to the Bidding Documents for procurement of pharmaceuticals for the Department of Health Services of Government of Sri Lanka (Blue Book). (DPC)

Address to be read as "State Pharmaceuticals Corporation of Sri Lanka, "Mehewara Piyasa", 16th Floor, No. 41, Kirula Road, Colombo 5" mentioned in all specified clauses

Terms and Conditions of Bid/Instructions to Bidders

Page No. 6 Condition No. 8 (BONDS/GUARANTEES) to be amended to read as follows:

- 08.1 Bidders should furnish an unconditional Bid Bond as per **Annex III** encashable on first written demand to the value stated against each item in the **Annex 1** of the Bidding Document.
Bid Bond should be submitted together with the Bid or to reach SPC on or before the closing date and time of Bid. Bids submitted without Bid Bonds, will not be considered.
- 08.2 The Bid Bond should be valid for at least 30 days beyond the validity of the Bid. The amount of bid bond and the date until which the bid should be valid is indicated in the Annex I.

Page No. 8 Condition No. 12 FREE REPLACEMENT to be amended to read as follows:

FREE REPLACEMENT/ REIMBURSEMENT

Page No. 8 Condition No. 12.2 under the Para b) 2nd line delete the words '**replaced or**'

Page No. 14 Condition No. 20 (REGISTRATION) 20.1 (b) to be amended to read as follows:

- (b) **A Certified copy of the NMRA registration Certificate certified by Attorney-at-Law, Commissioner of Oaths or Justice of Peace should be submitted along with the bid.**

Page No. 16 Condition No. 22 (TESTING OF BATCH SAMPLES) 22.1 to be amended to read as follows:

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

Page No. 23 SPECIMEN OF ANNEX – 1 to be amended to read as follows:

**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

..... Nos of Representative samples for the item to be submitted for the evaluation as tender samples.

Amount of Bid Bond : LKR or USD to be submitted along with the Bid

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.

Page No. 24 SPECIMEN FORM OF BID (SUPPLIES) ANNEX – IIA Content of the cage to be amended to read as follows:

<p align="center">BID FOR THE SUPPLY OF BID NO./BID REFERENCE</p>

Page No. 26 & 27 SPECIMEN OF **ANNEX – II(B)** to be amended to read as follows:

Heading of 2 nd Column	FULL DESCRIPTION OF ITEM OFFERED, THE STANDARD AND STORAGE TEMPERATURE
Heading of 11 th Column	NMRA REGISTRATION CERTIFICATE NO. & DATE OF EXPIRY

Amendment to Bidding Document under 'Conditions of Contract'

Page No. 39, Condition No. 8 TERMS OF DELIVERY to be amended to read as,

08 TERMS OF DELIVERY

8.1 All shipment should be made exclusively on vessels belonging to the Ceylon Shipping Corporation Ltd or those chartered by CSCL. Shipments on other vessels will be

permitted in instances where vessel of the Ceylon Shipping Corporation Ltd do not call at the Port of shipment or if they are not available for time by 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.

- 8.2 SPC may nominate Independent Competent Authorities for issue of shipment Inspection Certificate (Certificate of Quality, Quantity and Loading) cost of such certificate should be borne by the supplier.
- 8.3 All items should be shipped to the destination and strictly conform to the delivery dates as per schedule I hereto marked
- 8.4 Delivery of all goods should be within the period of validity of the Letter of Credit, Except in exceptional circumstances no extensions will be granted. Cost of such extension in any would be borne by the supplier.
- 8.5 If the supplier fails to make deliveries within the time specified by the SPC (without prejudice to the other rights of SPC resulting from breach of the contract conditions) May be written notice to the supplier terminate the right of the supplier to proceed with any or all of the remaining part of the contract as provided for in clause 9.1 hereof in addition the SPC reserves the right to purchase from other sources any or all undelivered items and to recover excess costs from the supplier.
- 8.6 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 the grace period shall be considered for acceptance subject to a surcharge to the supplier as stated below ;
 - (a). A surcharge of 0.5% per day of the consignment value, calculated commencing from the 15th day up to 60th day delay from the due delivery date, as per the indent/PO or its' latest amended delivery schedules.
 - (b). When the delay exceeds 60days purchase order will be considered as automatically cancelled, on defaulted performance. In such a situation, MSD reserve the right to recover liquidated damages or to revoke the cancellation (eg. if payments have been released prior to such a cancellation), and accept the consignment subject to a 25% admin surcharge.
- 8.7 In case of local suppliers, requests may be made for supply of goods in more installments than indicated in Annex 1.

Page No. 39 Condition No. 9.2 (Payment) - To be amended to read as follows ;
All payments will be on confirmed irrevocable letter of credit payable at sight/credit.

Please refer Global Bid Document

B: [Global Tender - Bid Document for Pharmaceutical DPC](#)



PROCUREMENT NOTICE - GLOBAL

STATE PHARMACEUTICALS CORPORATION OF SRI LANKA

The Chairman, Procurement Committee of the State Pharmaceuticals Corporation of Sri Lanka will receive sealed bids for supply of following items to the Department of Health Services for year 2022.

Bid Number	Closing Date & Time	Item Description	Date of issue of Bidding Documents from	Non-refundable Bid Fee
DHS/P/WW/258/22	15.07.2021 at 9.00 a.m.	4,000,000 Tablets of Co-careldopa Tablet 25/250mg	02.06.2021	Rs. 12,500/= + 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 at the Head Office of the State Pharmaceuticals Corporation of Sri Lanka, "Mehewara Piyasa", 16th Floor, No. 41, Kirula Road, Colombo 5. These could be purchased on cash payment of a non-refundable Bid Fee per set as mentioned above. Offers received without enclosing original payment receipt are liable to be rejected.

Wherever applicable 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 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 DEPARTMENTAL PROCUREMENT COMMITTEE
STATE PHARMACEUTICALS CORPORATION OF SRI LANKA
"MEHEWARA PIYASA", 26TH FLOOR
NO. 41, KIRULA ROAD
COLOMBO 5.
SRI LANKA.

FAX : 00 94-11- 2582496
TELEPHONE : 00 94-11- 2582509
E-MAIL : pharma.manager@spc.lk

GENERAL MANAGER
STATE PHARMACEUTICALS CORPORATION OF SRI LANKA
FOR CHAIRMAN DEPARTMENTAL PROCUREMENT COMMITTEE
"MEHEWARA PIYASA", 26TH FLOOR
NO. 41, KIRULA ROAD
COLOMBO 5.

TENDER NO. : DHS/P/WW/258/22
DATE OF ISSUE : 2ND JUNE 2021
CLOSING DATE & TIME : 15TH JULY 2021 AT 09.00 HOURS SRI LANKA TIME

ORDER LIST NO. : 2022/SPC/N/R/P/00003

<u>SR No.</u>	<u>Item Description/ Specification</u>	<u>Quantity</u>	<u>Delivery</u>
00305002	<p>Co-careldopa tablets 25/250mg</p> <p>Co-careldopa tablets BP 25/250mg Each tablet to contain 250mg of Levodopa BP, and carbidopa BP equivalent to 25mg of Anhydrous Carbidopa OR Carbidopa and Levodopa tablets USP 25/250mg Each tablet to contain 250mg of Levodopa USP and Carbidopa USP equivalent to 25mg of Anhydrous Carbidopa.</p> <p>Note: 01.The shelf life of the product should be minimum of 24 months.</p> <p>Packing : 100 Tablets in a box</p>	4,000,000 Tablets	4,000,000 Tablets – April 2022

Representative Tender samples to be submitted for the evaluation.

The amount of Bid Bond: LKR 940,000.00 or USD 4,712.00.

Bid Bond should be submitted with valid up to 10.02.2022 together with the bid

Bid should be valid till 11.01.2022.

Non refundable Bid Fee Rs. 12,500.00 + Taxes should be paid in cash to SPC for each set of Tender Documents.

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

CONDITIONS OF SUPPLY

(a) Part A

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

suppliers shall produce relevant valid registration certificates/licenses, when requested by MSD/SPC.

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

4. The number of batches per consignment shall be minimal. Batch quantity shall be an equal multiple of the quantity of the consignment and the proportionate size of the batch quantity shall be not less than 15% of the quantity in the consignment.
5. If MSD decides to accept a part or full consignment, with deviations from certain tender conditions (eg: with regard to labeling/packaging etc.) due to an urgency, that shall be done subject to, either rectifying the defect within 05 working days by the supplier, or recovering the total cost [a] of rectifying the defect by MSD (via a duly contracted third party providing such services), from the supplier with a 25% surcharge on the labeling cost. (total charge = $[a] + [a] \times 0.25$) or 2% of the invoiced value, whichever is the highest.

All possible tender deviations such as Packing, labeling, delivery schedule, storage status, payment mode & conditions, etc., shall be communicated and agreed upon before accepting the tender award by the supplier. Noncompliance of same shall be considered as tender violations, to apply penalty (as clause No. 36).

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

Shelf life & Warrantees.

7. Freshly manufactured stocks of the product shall be supplied; thereby the residual Shelf Life (shelf life remaining at the time of delivery of goods at the MSD stores/ Sri Lanka) of the product, shall be 85% of the product shelf life specified in the 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 is 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 $1/6^{\text{th}}$ (one sixth) of the original product shelf life.
 - (b) In the violation of the above tender condition, SPC/MSD reserves the right to accept a reduced quantity, that is usable (as per the consumption rate) up to three months before the expiry of same and will subject to application of a penalty (as clause No. 36).

Standards & Quality

8. Standards; In respect of all Pharmaceutical products supplied, shall comply Pharmacopoeial Standards that are indicated in the item specifications, other Pharmacopoeial Standards accepted in the product registration by the National Medicines Regulatory Authority.
9. As per the product registration dossier approved by NMRA, the product information leaflet (PIL) for the Pharmaceutical 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.

10. Withdrawal from use of items due to quality failure found as manufacturer/s fault:

- (a). In case of batch withdrawal, value of entire batch quantity supplied shall be 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 surcharged 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 or shall conform to the information submitted for waiver of registration granted by NMRA in exceptional circumstances.(refer clause No.23)

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.

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. (to be selectively applied for Surgical & Lab items, depending on availability of testing methodology & facilities).

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

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. In respect of bulk packs (not applicable for blister/strip packs), 'DHS' mark shall be ;

- (a). embossed or printed in case of tablets
- (b). printed in case of capsules

Above condition can be waved off, if the quantity in the purchase order is less than 100,000 tablets/capsules, (any exemptions to this condition, is notified in the relevant MSD order list)

16. Each; innermost pack, vial/ampoule, pre-filled syringe or bottle, shall bear the item Description, SR No, Batch No/Lot no., Reference/Catalogue no.(not for pharmaceuticals), Date of Manufacture, Date of Expiry and 'STATE LOGO' of Government of Sri Lanka.

It is essential to include and exactly match the dates of Expiry (& date of Manufacture (in any form as 'Year & Month' or 'No Exp.'), in the innermost pack and supplier's invoice.

(Applicability of the innermost pack mentioned in this clause shall be adapted as per the pack specified in the specification.)

17. Description of the Item, SR No, Date of Manufacture, Date of Expiry, Batch No, Name and address of manufacturer and 'STATE LOGO' of Sri Lanka Government shall be clearly marked on the outer covering of the individual/innermost pack containing the minimum unit of measure, including blister & strip cards and on the outer cover of the carton/box. Any deviations of the Date of Manufacture (DOM)/ Date of Expiry (DOE) declared in the offer shall be approved by MSD and DOM & DOE shall consist of at least the year & month.
18. 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.
19. 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).
20. 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

21. 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 °C +/- 2 °C temperature and 75% +/-5% relative humidity. The product storage conditions shall be clearly indicated at all levels of labels/packages/boxes.
22. Maintenance of Cold Chain;
 - a. In case of cold storage items, cold chain monitors (temperature recording devices) shall be included for each carton and the cold chain shall be maintained according to the manufacturer's instructions during storage, transport and delivery.
 - b. Supplier shall use suitable prominently visible identification marks of international standard, with appropriate colours and sizes for easy identification of cold cargo. Supplier shall use standardized USB Devices for temperature data logging inside the packages and shall provide free of charge, data logger readers &/ software (reading apps compatible with Windows-07/latest) to wharf department of SPC in advance, to enable examining the maintenance of cold chain in transit, and before taking over the consignment by MSD.
 - c. If the cold chain break is observed at the time of taking over the consignments by MSD, such consignments shall be rejected, indicating the reason on the relevant WDN or copy of the delivery documents. In such an event, the SPC shall arrange necessary cold storage for the consignment until 'observed cold chain break' is investigated leading to acceptance / total rejection of consignment and the expenses 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 cold chain maintenance, to arrive in Sri Lanka during Monday to Thursday to avoid additional demurrage & storage charges during weekends, during which MSD stores is closed. In case of non-compliance of this condition, any additional expenses incurred to MSD and SPC, to Custom clear/store/receive such consignments shall be recovered from the supplier.

23. In respect of the products requiring controlled temperature storage (Eg. < 25 °C, 2-25 °C, 15-20 °C /30 °C, 2-8 °C etc.), supplier shall provide MSD with latest product stability study reports with the invoice of the consignment.(report shall include studies; at 30 °C +/- 2 °C & 75% +/- 5% RH for AC stored items and at 25 °C +/- 2 °C & 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

24. 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. 26 on delayed deliveries, shall be applied.

25. 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.
26. Defaulted consignments with respect to delivery schedule shall only be considered for acceptance, subject to a penalty imposed for the delay due to suppliers fault, allowing a grace period up to two weeks. Consignments delivered after that grace period shall be considered for acceptance subject to a penalty to the supplier as described below ;
- (a). A penalty of 0.5% per day of the consignment value, calculated commencing from the 15th day up to 60th day delay from the due delivery date, as per the indent/PO or its? latest amended delivery schedules.
 - (b). When the delay exceeds 60 days purchase order will be considered as automatically cancelled, on defaulted performance. In such a situation, MSD reserve the right to recover liquidated damages or to revoke the cancellation (eg. if payments have been released prior to such a cancellation), and accept the consignment subject to a 25% admin surcharge.
27. (i). If any local purchases were to be made by MSD/SPC to ensure continuity of supply (due to noncompliance of Indent/PO/its' amended; delivery schedule); in the ensuing period inclusive of the grace period for delivery from due delivery date, extra expenditure incurred on such local purchases, over the landed cost of relevant SPC main order, shall be recovered from the supplier.
- (ii). If a delivery defaulted (violating delivery schedule in the indent/PO) SPC supplier/his local agent, who participate in an urgent local purchase tender of SPC or MSD for the same item, quoting the same product or any similar product, is bound to supply the local purchase order at the landed cost of the defaulted SPC main order. In violations of the same, the cost difference will be set off from the payments to the supplier of the corresponding SPC main order.
28. In respect of local manufacturers/ local suppliers, all deliveries shall be made only on week days excluding public holidays, also allowing adequate time to enable the completion of the receiving process at MSD stores before 3.30 p.m.
- In the event of failure to meet this deadline due to supplier/s fault (eg. In delivery; time, product, document, etc.) goods shall be accepted on the following working day, such date shall be counted for working out penalties as per No. 26 (regarding defaulted consignment) of the conditions of supply.

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

29. The extension of L/C's overstepping delivery schedules in the Indent/PO/its' amendments, shall not in any way affect the recovery of late delivery charges, as per Condition No. 26 (regarding defaulted consignments) and any other direct or indirect additional costs/liquidated damages, relating/consequent to extension of L/C.
30. When adequate storage space is not available at MSD, to accept a delivery defaulted consignment (deviating from the delivery schedule in the Indent/PO/its' amendments) under the condition No. 26, 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

31. 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.
32. One of the tender samples of the selected bid shall be forwarded to MSD, for using as a reference sample (can make it; a part of the last consignment or a returnable to supplier) for checking the conformity of the consignments received under the indent/PO.(applicable for all surgical items and regular category of laboratory items, when specified in respective order lists). The artwork of the; specimen labels, minimum pack and outer most box/shipper carton, that satisfies the above mentioned labeling conditions, shall also be provided before signing the contract with the performance bond.
33. 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.
34. 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 clause 26 will not be applicable.

Common conditions

35. In addition to the general conditions of supply given herein, item/order-list specific amendments, exclusions or additions to the same, stated in the covering letter of the order list and any other relevant conditions as per the tender document issued by SPC, are also applicable. The order/item specific; new conditions or amendments to General Order Conditions, will be included in the order list itself and as a remark entry in the MSMIS order records.
36. Administrative surcharge of 25%(on the value of goods), will be applied for tender condition violations that cause deficiencies in supply with respect to; quality, standards & specifications, short packing & short supply or delayed delivery as per the cabinet decision. (eg. As in conditions No. 07,05,09,12)

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

(b) Part B –Special Order Conditions (SOC) of supply

Note : SOC's 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. & S.R. No.s, shall be indicated separately against each clause of SOC, with the counter signature of Director (MSD) to make it effective.

Special Conditions for Bidding :

1. Offers should be accompanied with the valid registration certificate (Notary Certified) issued by the National Medicines Regulatory Authority in Sri Lanka formerly Cosmetic Devices and Drugs Authority.
2. Offered item should bear our SR number.
3. If awarded supplier is unable to adhere to 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.
4. **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.**

Comparison of foreign offer and local offer made on Imports & Supply basis will be compared as follows.

Local offers which are for Import & Supply basis will be divided by a hypothetical value for comparison of offers against C & F value based on the HS Code of the item as determined by SPC.

5. **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 Tenders" of the tender document in this regard.**

6. 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. The volume of the total quantity of each item should be given in cubic meters (m³).
7. 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.

Sufficient quantity of Samples should be forwarded for evaluation

8. The original payment receipt for purchasing the bidding document has to be annexed to the offer. Offers without same will be rejected.
9. Procurement Committee has the authority to decide whether pre-shipment/ pre delivery/post delivery samples to be tested. In such cases the supplier will have to bear the cost of testing samples.
10. The bid submitted should be duly signed and endorsed by the Bidder/ Tenderer himself (with the name and designation of the signatory) or by the representative. Representatives submitting offers on behalf of their principals should submit a letter of authorization and power of attorney (if signing on behalf of the principals) and also should submit documentary proof on their registration as per the Act. No. 03 of 1987 with the Department of the Registrar of Companies – Sri Lanka (where applicable).

11. The successful supplier should agree to dispatch by fax/courier a full set of copy document to SPC at least 3 days prior to arrival of consignment in Sri Lanka to prevent any delay in clearance.

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

12. In the event of an award made to you on this tender, SPC reserves 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.
13. **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 contract act in accordance with the section 10 of the Public Contract Act and produce such valid original certificate of registration with the bid.**
14. The recommended storage mentioned on the product label should be maintained at transit also and storage condition should be clearly showed on Bill of Lading/Airway Bill and invoice.

15. 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.

16. All shipments 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 vessel of the Ceylon Shipping Corporation do not call at the Port of shipment or if they are not available for time by shipment of cargo, in which event the supplier should attached a waiver certificate issued by Ceylon Shipping Corporation or their Authorized Agent in the Supplier's Country.

17. SPC reserves the right to reject offers which do not comply with above conditions.

Amendments to the Bidding Documents for procurement of pharmaceuticals for the Department of Health Services of Government of Sri Lanka (Blue Book). (DPC)

Address to be read as "State Pharmaceuticals Corporation of Sri Lanka, "Mehewara Piyasa", 16th Floor, No. 41, Kirula Road, Colombo 5" mentioned in all specified clauses

Terms and Conditions of Bid/Instructions to Bidders

Page No. 6 Condition No. 8 (BONDS/GUARANTEES) to be amended to read as follows:

- 08.1 Bidders should furnish an unconditional Bid Bond as per **Annex III** encashable on first written demand to the value stated against each item in the **Annex 1** of the Bidding Document.
Bid Bond should be submitted together with the Bid or to reach SPC on or before the closing date and time of Bid. Bids submitted without Bid Bonds, will not be considered.
- 08.2 The Bid Bond should be valid for at least 30 days beyond the validity of the Bid. The amount of bid bond and the date until which the bid should be valid is indicated in the Annex I.

Page No. 8 Condition No. 12 FREE REPLACEMENT to be amended to read as follows:

FREE REPLACEMENT/ REIMBURSEMENT

Page No. 8 Condition No. 12.2 under the Para b) 2nd line delete the words 'replaced or'

Page No. 14 Condition No. 20 (REGISTRATION) 20.1 (b) to be amended to read as follows:

- (b) **A Certified copy of the NMRA registration Certificate certified by Attorney-at-Law, Commissioner of Oaths or Justice of Peace should be submitted along with the bid.**

Page No. 16 Condition No. 22 (TESTING OF BATCH SAMPLES) 22.1 to be amended to read as follows:

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

<u>ANNEX – 1</u>			
BID NO./BID REFERENCE : (TENDER NO.)			
DATE OF ISSUE :			
CLOSING DATE & TIME : (SRI LANKAN TIME) :			
<hr/>			
<u>ORDER LIST NO. :</u>			
SR No.	Item Description/Specifications	Quantity	Delivery Schedule

..... Nos of Representative samples for the item to be submitted for the evaluation as tender samples.

Amount of Bid Bond : LKR or USD to be submitted along with the Bid

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.

BID FOR THE SUPPLY OF BID NO./BID REFERENCE

Heading of 2 nd Column	FULL DESCRIPTION OF ITEM OFFERED, THE STANDARD AND STORAGE TEMPERATURE
Heading of 11 th Column	NMRA REGISTRATION CERTIFICATE NO. & DATE OF EXPIRY

Amendment to Bidding Document under 'Conditions of Contract'

Page No. 39, Condition No. 8 TERMS OF DELIVERY to be amended to read as,

08 **TERMS OF DELIVERY**

- 8.1 All shipment should be made exclusively on vessels belonging to the Ceylon Shipping Corporation Ltd or those chartered by CSCL. Shipments on other vessels will be permitted in instances where vessel of the Ceylon Shipping Corporation Ltd do not call at the Port of shipment or if they are not available for time by 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.
- 8.2 SPC may nominate Independent Competent Authorities for issue of shipment Inspection Certificate (Certificate of Quality, Quantity and Loading) cost of such certificate should be borne by the supplier.
- 8.3 All items should be shipped to the destination and strictly conform to the delivery dates as per schedule I hereto marked
- 8.4 Delivery of all goods should be within the period of validity of the Letter of Credit, Except in exceptional circumstances no extensions will be granted. Cost of such extension in any would be borne by the supplier.
- 8.5 If the supplier fails to make deliveries within the time specified by the SPC (without prejudice to the other rights of SPC resulting from breach of the contract conditions) May be written notice to the supplier terminate the right of the supplier to proceed with any or all of the remaining part of the contract as provided for in clause 9.1 hereof in addition the SPC reserves the right to purchase from other sources any or all undelivered items and to recover excess costs from the supplier.
- 8.6 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 the grace period shall be considered for acceptance subject to a surcharge to the supplier as stated below ;
 - (a). A surcharge of 0.5% per day of the consignment value, calculated commencing from the 15th day up to 60th day delay from the due delivery date, as per the indent/PO or its' latest amended delivery schedules.
 - (b). When the delay exceeds 60days purchase order will be considered as automatically cancelled, on defaulted performance. In such a situation, MSD reserve the right to recover liquidated damages or to revoke the cancellation (eg. if payments have been released prior to such a cancellation), and accept the consignment subject to a 25% admin surcharge.
- 8.7 In case of local suppliers, requests may be made for supply of goods in more installments than indicated in Annex 1.

Page No. 39 Condition No. 9.2 (Payment) - To be amended to read as follows ;
All payments will be on confirmed irrevocable letter of credit payable at sight/credit.

Please refer Global Bid Document

B: [Global Tender - Bid Document for Pharmaceutical DPC](#)



PROCUREMENT NOTICE - GLOBAL

STATE PHARMACEUTICALS CORPORATION OF SRI LANKA

The Chairman, Procurement Committee of the State Pharmaceuticals Corporation of Sri Lanka will receive sealed bids for supply of following items to the Department of Health Services for year 2022.

Bid Number	Closing Date & Time	Item Description	Date of issue of Bidding Documents from	Non-refundable Bid Fee
DHS/P/WW/257/22	15.07.2021 at 9.00 a.m.	1,500,000 Tablets of Carbamazepine Tablet 100mg	02.06.2021	Rs. 3,000/= + 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 at the Head Office of the State Pharmaceuticals Corporation of Sri Lanka, "Mehewara Piyasa", 16th Floor, No. 41, Kirula Road, Colombo 5. These could be purchased on cash payment of a non-refundable Bid Fee per set as mentioned above. Offers received without enclosing original payment receipt are liable to be rejected.

Wherever applicable 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 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 DEPARTMENTAL PROCUREMENT COMMITTEE
STATE PHARMACEUTICALS CORPORATION OF SRI LANKA
"MEHEWARA PIYASA", 26TH FLOOR
NO. 41, KIRULA ROAD
COLOMBO 5.
SRI LANKA.

FAX : 00 94-11- 2582496
TELEPHONE : 00 94-11- 2582509
E-MAIL : pharma.manager@spc.lk

GENERAL MANAGER
STATE PHARMACEUTICALS CORPORATION OF SRI LANKA
FOR CHAIRMAN DEPARTMENTAL PROCUREMENT COMMITTEE
"MEHEWARA PIYASA", 26TH FLOOR
NO. 41, KIRULA ROAD
COLOMBO 5.

TENDER NO. : DHS/P/WW/257/22
DATE OF ISSUE : 2ND JUNE 2021
CLOSING DATE & TIME : 15TH JULY 2021 AT 09.00 HOURS SRI LANKA TIME

ORDER LIST NO. : 2022/SPC/N/R/P/00003

<u>SR No.</u>	<u>Item Description/ Specification</u>	<u>Quantity</u>	<u>Delivery</u>
00303801	<p>Carbamazepine Tablets 100mg</p> <p>Carbamazepine Tablets BP 100mg. Each tablet to contain 100mg of Carbamazepine BP. Tablet should also conformed to dissolution test for Carbamazepine Tablet as per USP</p> <p>OR</p> <p>Carbamazepine Tablets USP 100mg. Each tablet to contain 100mg of Carbamazepine USP.</p> <p>Note: 01.The tender should provide a detailed bio-equivalent data 02.The shelf life of the product should be minimum of 24 months.</p> <p>Packing : 100 Tablets in a box</p>	1,500,000 Tablets	1,500,000 Tablets – May 2022

Representative Tender samples to be submitted for the evaluation.

The amount of Bid Bond: LKR 90,900.00 or USD 456.00.

Bid Bond should be submitted with valid up to 10.02.2022 together with the bid

Bid should be valid till 11.01.2022.

Non refundable Bid Fee Rs. 3,000.00 + Taxes should be paid in cash to SPC for each set of Tender Documents.

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

CONDITIONS OF SUPPLY

(a) Part A

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

suppliers shall produce relevant valid registration certificates/licenses, when requested by MSD/SPC.

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

4. The number of batches per consignment shall be minimal. Batch quantity shall be an equal multiple of the quantity of the consignment and the proportionate size of the batch quantity shall be not less than 15% of the quantity in the consignment.
5. If MSD decides to accept a part or full consignment, with deviations from certain tender conditions (eg: with regard to labeling/packaging etc.) due to an urgency, that shall be done subject to, either rectifying the defect within 05 working days by the supplier, or recovering the total cost [a] of rectifying the defect by MSD (via a duly contracted third party providing such services), from the supplier with a 25% surcharge on the labeling cost. (total charge = $[a] + [a] \times 0.25$) or 2% of the invoiced value, whichever is the highest.

All possible tender deviations such as Packing, labeling, delivery schedule, storage status, payment mode & conditions, etc., shall be communicated and agreed upon before accepting the tender award by the supplier. Noncompliance of same shall be considered as tender violations, to apply penalty (as clause No. 36).

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

Shelf life & Warrantees.

7. Freshly manufactured stocks of the product shall be supplied; thereby the residual Shelf Life (shelf life remaining at the time of delivery of goods at the MSD stores/ Sri Lanka) of the product, shall be 85% of the product shelf life specified in the 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 is 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 $1/6^{\text{th}}$ (one sixth) of the original product shelf life.
 - (b) In the violation of the above tender condition, SPC/MSD reserves the right to accept a reduced quantity, that is usable (as per the consumption rate) up to three months before the expiry of same and will subject to application of a penalty (as clause No. 36).

Standards & Quality

8. Standards; In respect of all Pharmaceutical products supplied, shall comply Pharmacopoeial Standards that are indicated in the item specifications, other Pharmacopoeial Standards accepted in the product registration by the National Medicines Regulatory Authority.
9. As per the product registration dossier approved by NMRA, the product information leaflet (PIL) for the Pharmaceutical 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.

10. Withdrawal from use of items due to quality failure found as manufacturer/s fault:

- (a). In case of batch withdrawal, value of entire batch quantity supplied shall be 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 surcharged 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 or shall conform to the information submitted for waiver of registration granted by NMRA in exceptional circumstances. (refer clause No.23)

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.

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. (to be selectively applied for Surgical & Lab items, depending on availability of testing methodology & facilities).

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

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. In respect of bulk packs (not applicable for blister/strip packs), 'DHS' mark shall be ;

- (a). embossed or printed in case of tablets
- (b). printed in case of capsules

Above condition can be waved off, if the quantity in the purchase order is less than 100,000 tablets/capsules, (any exemptions to this condition, is notified in the relevant MSD order list)

16. Each; innermost pack, vial/ampoule, pre-filled syringe or bottle, shall bear the item Description, SR No, Batch No/Lot no., Reference/Catalogue no.(not for pharmaceuticals), Date of Manufacture, Date of Expiry and 'STATE LOGO' of Government of Sri Lanka.

It is essential to include and exactly match the dates of Expiry (& date of Manufacture (in any form as 'Year & Month' or 'No Exp.'), in the innermost pack and supplier's invoice.

(Applicability of the innermost pack mentioned in this clause shall be adapted as per the pack specified in the specification.)

17. Description of the Item, SR No, Date of Manufacture, Date of Expiry, Batch No, Name and address of manufacturer and 'STATE LOGO' of Sri Lanka Government shall be clearly marked on the outer covering of the individual/innermost pack containing the minimum unit of measure, including blister & strip cards and on the outer cover of the carton/box. Any deviations of the Date of Manufacture (DOM)/ Date of Expiry (DOE) declared in the offer shall be approved by MSD and DOM & DOE shall consist of at least the year & month.
18. 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.
19. 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).
20. 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

21. 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 °C +/- 2 °C temperature and 75% +/-5% relative humidity. The product storage conditions shall be clearly indicated at all levels of labels/packages/boxes.
22. Maintenance of Cold Chain;
 - a. In case of cold storage items, cold chain monitors (temperature recording devices) shall be included for each carton and the cold chain shall be maintained according to the manufacturer's instructions during storage, transport and delivery.
 - b. Supplier shall use suitable prominently visible identification marks of international standard, with appropriate colours and sizes for easy identification of cold cargo. Supplier shall use standardized USB Devices for temperature data logging inside the packages and shall provide free of charge, data logger readers &/ software (reading apps compatible with Windows-07/latest) to wharf department of SPC in advance, to enable examining the maintenance of cold chain in transit, and before taking over the consignment by MSD.
 - c. If the cold chain break is observed at the time of taking over the consignments by MSD, such consignments shall be rejected, indicating the reason on the relevant WDN or copy of the delivery documents. In such an event, the SPC shall arrange necessary cold storage for the consignment until 'observed cold chain break' is investigated leading to acceptance / total rejection of consignment and the expenses 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 cold chain maintenance, to arrive in Sri Lanka during Monday to Thursday to avoid additional demurrage & storage charges during weekends, during which MSD stores is closed. In case of non-compliance of this condition, any additional expenses incurred to MSD and SPC, to Custom clear/store/receive such consignments shall be recovered from the supplier.

23. In respect of the products requiring controlled temperature storage (Eg. < 25 °C, 2-25 °C, 15-20 °C /30 °C, 2-8 °C etc.), supplier shall provide MSD with latest product stability study reports with the invoice of the consignment.(report shall include studies; at 30 °C +/- 2 °C & 75% +/- 5% RH for AC stored items and at 25 °C +/- 2 °C & 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

24. 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. 26 on delayed deliveries, shall be applied.

25. 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.
26. Defaulted consignments with respect to delivery schedule shall only be considered for acceptance, subject to a penalty imposed for the delay due to suppliers fault, allowing a grace period up to two weeks. Consignments delivered after that grace period shall be considered for acceptance subject to a penalty to the supplier as described below ;
- (a). A penalty of 0.5% per day of the consignment value, calculated commencing from the 15th day up to 60th day delay from the due delivery date, as per the indent/PO or its? latest amended delivery schedules.
 - (b). When the delay exceeds 60 days purchase order will be considered as automatically cancelled, on defaulted performance. In such a situation, MSD reserve the right to recover liquidated damages or to revoke the cancellation (eg. if payments have been released prior to such a cancellation), and accept the consignment subject to a 25% admin surcharge.
27. (i). If any local purchases were to be made by MSD/SPC to ensure continuity of supply (due to noncompliance of Indent/PO/its' amended; delivery schedule); in the ensuing period inclusive of the grace period for delivery from due delivery date, extra expenditure incurred on such local purchases, over the landed cost of relevant SPC main order, shall be recovered from the supplier.
- (ii). If a delivery defaulted (violating delivery schedule in the indent/PO) SPC supplier/his local agent, who participate in an urgent local purchase tender of SPC or MSD for the same item, quoting the same product or any similar product, is bound to supply the local purchase order at the landed cost of the defaulted SPC main order. In violations of the same, the cost difference will be set off from the payments to the supplier of the corresponding SPC main order.
28. In respect of local manufacturers/ local suppliers, all deliveries shall be made only on week days excluding public holidays, also allowing adequate time to enable the completion of the receiving process at MSD stores before 3.30 p.m.
- In the event of failure to meet this deadline due to supplier/s fault (eg. In delivery; time, product, document, etc.) goods shall be accepted on the following working day, such date shall be counted for working out penalties as per No. 26 (regarding defaulted consignment) of the conditions of supply.

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

29. The extension of L/C's overstepping delivery schedules in the Indent/PO/its' amendments, shall not in any way affect the recovery of late delivery charges, as per Condition No. 26 (regarding defaulted consignments) and any other direct or indirect additional costs/liquidated damages, relating/consequent to extension of L/C.
30. When adequate storage space is not available at MSD, to accept a delivery defaulted consignment (deviating from the delivery schedule in the Indent/PO/its' amendments) under the condition No. 26, 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

31. 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.
32. One of the tender samples of the selected bid shall be forwarded to MSD, for using as a reference sample (can make it; a part of the last consignment or a returnable to supplier) for checking the conformity of the consignments received under the indent/PO.(applicable for all surgical items and regular category of laboratory items, when specified in respective order lists). The artwork of the; specimen labels, minimum pack and outer most box/shipper carton, that satisfies the above mentioned labeling conditions, shall also be provided before signing the contract with the performance bond.
33. 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.
34. 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 clause 26 will not be applicable.

Common conditions

35. In addition to the general conditions of supply given herein, item/order-list specific amendments, exclusions or additions to the same, stated in the covering letter of the order list and any other relevant conditions as per the tender document issued by SPC, are also applicable. The order/item specific; new conditions or amendments to General Order Conditions, will be included in the order list itself and as a remark entry in the MSMIS order records.
36. Administrative surcharge of 25%(on the value of goods), will be applied for tender condition violations that cause deficiencies in supply with respect to; quality, standards & specifications, short packing & short supply or delayed delivery as per the cabinet decision. (eg. As in conditions No. 07,05,09,12)

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

(b) Part B –Special Order Conditions (SOC) of supply

Note : SOC's 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. & S.R. No.s, shall be indicated separately against each clause of SOC, with the counter signature of Director (MSD) to make it effective.

Special Conditions for Bidding :

1. Offers should be accompanied with the valid registration certificate (Notary Certified) issued by the National Medicines Regulatory Authority in Sri Lanka formerly Cosmetic Devices and Drugs Authority.
2. Offered item should bear our SR number.
3. If awarded supplier is unable to adhere to 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.
4. **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.**

Comparison of foreign offer and local offer made on Imports & Supply basis will be compared as follows.

Local offers which are for Import & Supply basis will be divided by a hypothetical value for comparison of offers against C & F value based on the HS Code of the item as determined by SPC.

5. **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 Tenders" of the tender document in this regard.**
6. 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. The volume of the total quantity of each item should be given in cubic meters (m³).
7. 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.
Sufficient quantity of Samples should be forwarded for evaluation
8. The original payment receipt for purchasing the bidding document has to be annexed to the offer. Offers without same will be rejected.
9. Procurement Committee has the authority to decide whether pre-shipment/ pre delivery/post delivery samples to be tested. In such cases the supplier will have to bear the cost of testing samples.
10. The bid submitted should be duly signed and endorsed by the Bidder/ Tenderer himself (with the name and designation of the signatory) or by the representative. Representatives submitting offers on behalf of their principals should submit a letter of authorization and power of attorney (if signing on behalf of the principals) and also should submit documentary proof on their registration as per the Act. No. 03 of 1987 with the Department of the Registrar of Companies – Sri Lanka (where applicable).
11. The successful supplier should agree to dispatch by fax/courier a full set of copy document to SPC at least 3 days prior to arrival of consignment in Sri Lanka to prevent any delay in clearance.
Demurrage /additional charges if any which become payable due to supplier's failure to comply with this requirement will be claimed from the supplier.
12. In the event of an award made to you on this tender, SPC reserves 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.**
13. **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 contract act in accordance with the section 10 of the Public Contract Act and produce such valid original certificate of registration with the bid.**
14. The recommended storage mentioned on the product label should be maintained at transit also and storage condition should be clearly showed on Bill of Lading/Airway Bill and invoice.

15. 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.

16. All shipments 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 vessel of the Ceylon Shipping Corporation do not call at the Port of shipment or if they are not available for time by shipment of cargo, in which event the supplier should attached a waiver certificate issued by Ceylon Shipping Corporation or their **Authorized Agent in the Supplier's Country.**

17. SPC reserves the right to reject offers which do not comply with above conditions.

Amendments to the Bidding Documents for procurement of pharmaceuticals for the Department of Health Services of Government of Sri Lanka (Blue Book). (DPC)

Address to be read as "State Pharmaceuticals Corporation of Sri Lanka, "Mehewara Piyasa", 16th Floor, No. 41, Kirula Road, Colombo 5" mentioned in all specified clauses

Terms and Conditions of Bid/Instructions to Bidders

Page No. 6 Condition No. 8 (BONDS/GUARANTEES) to be amended to read as follows:

- 08.1 Bidders should furnish an unconditional Bid Bond as per **Annex III** encashable on first written demand to the value stated against each item in the **Annex 1** of the Bidding Document.
Bid Bond should be submitted together with the Bid or to reach SPC on or before the closing date and time of Bid. Bids submitted without Bid Bonds, will not be considered.
- 08.2 The Bid Bond should be valid for at least 30 days beyond the validity of the Bid. The amount of bid bond and the date until which the bid should be valid is indicated in the Annex I.

Page No. 8 Condition No. 12 FREE REPLACEMENT to be amended to read as follows:

FREE REPLACEMENT/ REIMBURSEMENT

Page No. 8 Condition No. 12.2 under the Para b) 2nd line delete the words 'replaced or'

Page No. 14 Condition No. 20 (REGISTRATION) 20.1 (b) to be amended to read as follows:

- (b) **A Certified copy of the NMRA registration Certificate certified by Attorney-at-Law, Commissioner of Oaths or Justice of Peace should be submitted along with the bid.**

Page No. 16 Condition No. 22 (TESTING OF BATCH SAMPLES) 22.1 to be amended to read as follows:

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

<u>ANNEX – 1</u>			
BID NO./BID REFERENCE : (TENDER NO.)			
DATE OF ISSUE :			
CLOSING DATE & TIME : (SRI LANKAN TIME) :			
<hr/>			
<u>ORDER LIST NO. :</u>			
SR No.	Item Description/Specifications	Quantity	Delivery Schedule

..... Nos of Representative samples for the item to be submitted for the evaluation as tender samples.

Amount of Bid Bond : LKR or USD to be submitted along with the Bid

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.

BID FOR THE SUPPLY OF
.....
BID NO./BID REFERENCE

Heading of 2 nd Column	FULL DESCRIPTION OF ITEM OFFERED, THE STANDARD AND STORAGE TEMPERATURE
Heading of 11 th Column	NMRA REGISTRATION CERTIFICATE NO. & DATE OF EXPIRY

Amendment to Bidding Document under 'Conditions of Contract'

Page No. 39, Condition No. 8 TERMS OF DELIVERY to be amended to read as,

08 **TERMS OF DELIVERY**

- 8.1 All shipment should be made exclusively on vessels belonging to the Ceylon Shipping Corporation Ltd or those chartered by CSCL. Shipments on other vessels will be permitted in instances where vessel of the Ceylon Shipping Corporation Ltd do not call at the Port of shipment or if they are not available for time by 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.
- 8.2 SPC may nominate Independent Competent Authorities for issue of shipment Inspection Certificate (Certificate of Quality, Quantity and Loading) cost of such certificate should be borne by the supplier.
- 8.3 All items should be shipped to the destination and strictly conform to the delivery dates as per schedule I hereto marked
- 8.4 Delivery of all goods should be within the period of validity of the Letter of Credit, Except in exceptional circumstances no extensions will be granted. Cost of such extension in any would be borne by the supplier.
- 8.5 If the supplier fails to make deliveries within the time specified by the SPC (without prejudice to the other rights of SPC resulting from breach of the contract conditions) May be written notice to the supplier terminate the right of the supplier to proceed with any or all of the remaining part of the contract as provided for in clause 9.1 hereof in addition the SPC reserves the right to purchase from other sources any or all undelivered items and to recover excess costs from the supplier.
- 8.6 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 the grace period shall be considered for acceptance subject to a surcharge to the supplier as stated below ;
 - (a). A surcharge of 0.5% per day of the consignment value, calculated commencing from the 15th day up to 60th day delay from the due delivery date, as per the indent/PO or its' latest amended delivery schedules.
 - (b). When the delay exceeds 60days purchase order will be considered as automatically cancelled, on defaulted performance. In such a situation, MSD reserve the right to recover liquidated damages or to revoke the cancellation (eg. if payments have been released prior to such a cancellation), and accept the consignment subject to a 25% admin surcharge.
- 8.7 In case of local suppliers, requests may be made for supply of goods in more installments than indicated in Annex 1.

Page No. 39 Condition No. 9.2 (Payment) - To be amended to read as follows ;
All payments will be on confirmed irrevocable letter of credit payable at sight/credit.

Please refer Global Bid Document

B: [Global Tender - Bid Document for Pharmaceutical DPC](#)



PROCUREMENT NOTICE - GLOBAL

STATE PHARMACEUTICALS CORPORATION OF SRI LANKA

The Chairman, Procurement Committee of the State Pharmaceuticals Corporation of Sri Lanka will receive sealed bids for supply of following items to the Department of Health Services for year 2022.

Bid Number	Closing Date & Time	Item Description	Date of issue of Bidding Documents from	Non-refundable Bid Fee
DHS/P/WW/256/22	15.07.2021 at 9.00 a.m.	700 Tubes of Diazepam Rectal Solution 10mg in 2.5ml Tube	02.06.2021	Rs. 3,000/= + 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 at the Head Office of the State Pharmaceuticals Corporation of Sri Lanka, "Mehewara Piyasa", 16th Floor, No. 41, Kirula Road, Colombo 5. These could be purchased on cash payment of a non-refundable Bid Fee per set as mentioned above. Offers received without enclosing original payment receipt are liable to be rejected.

Wherever applicable 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 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 DEPARTMENTAL PROCUREMENT COMMITTEE
STATE PHARMACEUTICALS CORPORATION OF SRI LANKA
"MEHEWARA PIYASA", 26TH FLOOR
NO. 41, KIRULA ROAD
COLOMBO 5.
SRI LANKA.

FAX : 00 94-11- 2582496
TELEPHONE : 00 94-11- 2582509
E-MAIL : pharma.manager@spc.lk

GENERAL MANAGER
STATE PHARMACEUTICALS CORPORATION OF SRI LANKA
FOR CHAIRMAN DEPARTMENTAL PROCUREMENT COMMITTEE
"MEHEWARA PIYASA", 26TH FLOOR
NO. 41, KIRULA ROAD
COLOMBO 5.

TENDER NO. : DHS/P/WW/256/22
DATE OF ISSUE : 2ND JUNE 2021
CLOSING DATE & TIME : 15TH JULY 2021 AT 09.00 HOURS SRI LANKA TIME

ORDER LIST NO. : 2022/SPC/N/R/P/00003

<u>SR No.</u>	<u>Item Description/ Specification</u>	<u>Quantity</u>	<u>Delivery</u>
00300105	<p>Diazepam rectal solution 10mg in 2.5ml Tube</p> <p>Diazepam rectal solution 10mg in 2.5ml Tube Each 2.5ml tube to contain 10mg of Diazepam BP/USP as solution for rectal use.</p> <p>Note: 01.The tube should be suitably formulated for rectal use. 02.The shelf life of the product should be minimum of 24 months.</p> <p>Packing : 10 Tubes in a box</p>	700 Tubes	700 Tubes – May 2022

Representative Tender samples to be submitted for the evaluation.

The amount of Bid Bond: LKR 20,967.00 or USD 106.00.

Bid Bond should be submitted with valid up to 10.02.2022 together with the bid

Bid should be valid till 11.01.2022.

Non refundable Bid Fee Rs. 3,000.00 + Taxes should be paid in cash to SPC for each set of Tender Documents.

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

CONDITIONS OF SUPPLY

(a) Part A

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

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

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

All possible tender deviations such as Packing, labeling, delivery schedule, storage status, payment mode & conditions, etc., shall be communicated and agreed upon before accepting the tender award by the supplier. Noncompliance of same shall be considered as tender violations, to apply penalty (as clause No. 36).

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

Shelf life & Warrantees.

7. Freshly manufactured stocks of the product shall be supplied; thereby the residual Shelf Life (shelf life remaining at the time of delivery of goods at the MSD stores/ Sri Lanka) of the product, shall be 85% of the product shelf life specified in the 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 is 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, SPC/MSD reserves the right to accept a reduced quantity, that is usable (as per the consumption rate) up to three months before the expiry of same and will subject to application of a penalty (as clause No. 36).

Standards & Quality

8. Standards; In respect of all Pharmaceutical products supplied, shall comply Pharmacopoeial Standards that are indicated in the item specifications, other Pharmacopoeial Standards accepted in the product registration by the National Medicines Regulatory Authority.
9. As per the product registration dossier approved by NMRA, the product information leaflet (PIL) for the Pharmaceutical 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.
10. Withdrawal from use of items due to quality failure found as manufacturer/s fault:

- (a). In case of batch withdrawal, value of entire batch quantity supplied shall be 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 surcharged 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 or shall conform to the information submitted for waiver of registration granted by NMRA in exceptional circumstances. (refer clause No.23)

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.

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. (to be selectively applied for Surgical & Lab items, depending on availability of testing methodology & facilities).

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

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. In respect of bulk packs (not applicable for blister/strip packs), 'DHS' mark shall be ;
- (a). embossed or printed in case of tablets
 - (b). printed in case of capsules
- Above condition can be waved off, if the quantity in the purchase order is less than 100,000 tablets/capsules, (any exemptions to this condition, is notified in the relevant MSD order list)
16. Each; innermost pack, vial/ampoule, pre-filled syringe or bottle, shall bear the item Description, SR No, Batch No/Lot no., Reference/Catalogue no.(not for pharmaceuticals), Date of Manufacture, Date of Expiry and 'STATE LOGO' of Government of Sri Lanka.
- It is essential to include and exactly match the dates of Expiry (& date of Manufacture (in any form as 'Year & Month' or 'No Exp.'), in the innermost pack and supplier's invoice.
- (Applicability of the innermost pack mentioned in this clause shall be adapted as per the pack specified in the specification.)
17. Description of the Item, SR No, Date of Manufacture, Date of Expiry, Batch No, Name and address of manufacturer and 'STATE LOGO' of Sri Lanka Government shall be clearly marked on the outer covering of the individual/innermost pack containing the minimum unit of measure, including blister & strip cards and on the outer cover of the carton/box. Any deviations of the Date of Manufacture (DOM)/ Date of Expiry (DOE) declared in the offer shall be approved by MSD and DOM & DOE shall consist of at least the year & month.

18. 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.
19. 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).
20. 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

21. 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 °C +/- 2 °C temperature and 75% +/-5% relative humidity. The product storage conditions shall be clearly indicated at all levels of labels/packages/boxes.
22. Maintenance of Cold Chain;
 - a. In case of cold storage items, cold chain monitors (temperature recording devices) shall be included for each carton and the cold chain shall be maintained according to the manufacturer's instructions during storage, transport and delivery.
 - b. Supplier shall use suitable prominently visible identification marks of international standard, with appropriate colours and sizes for easy identification of cold cargo. Supplier shall use standardized USB Devices for temperature data logging inside the packages and shall provide free of charge, data logger readers &/ software (reading apps compatible with Windows-07/latest) to wharf department of SPC in advance, to enable examining the maintenance of cold chain in transit, and before taking over the consignment by MSD.
 - c. If the cold chain break is observed at the time of taking over the consignments by MSD, such consignments shall be rejected, indicating the reason on the relevant WDN or copy of the delivery documents. In such an event, the SPC shall arrange necessary cold storage for the consignment until 'observed cold chain break' is investigated leading to acceptance / total rejection of consignment and the expenses 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 cold chain maintenance, to arrive in Sri Lanka during Monday to Thursday to avoid additional demurrage & storage charges during weekends, during which MSD stores is closed. In case of non-compliance of this condition, any additional expenses incurred to MSD and SPC, to Custom clear/store/receive such consignments shall be recovered from the supplier.
23. In respect of the products requiring controlled temperature storage (Eg. < 25 °C, 2-25 °C, 15-20 °C /30 °C, 2-8 °C etc.), supplier shall provide MSD with latest product stability study reports with the invoice of the consignment.(report shall include studies; at 30 °C +/- 2 °C & 75% +/- 5% RH for AC stored items and at 25 °C +/- 2 °C & 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

24. 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. 26 on delayed deliveries, shall be applied.

25. 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.
26. Defaulted consignments with respect to delivery schedule shall only be considered for acceptance, subject to a penalty imposed for the delay due to suppliers fault, allowing a grace period up to two weeks. Consignments delivered after that grace period shall be considered for acceptance subject to a penalty to the supplier as described below ;
- (a). A penalty of 0.5% per day of the consignment value, calculated commencing from the 15th day up to 60th day delay from the due delivery date, as per the indent/PO or its? latest amended delivery schedules.
 - (b). When the delay exceeds 60 days purchase order will be considered as automatically cancelled, on defaulted performance. In such a situation, MSD reserve the right to recover liquidated damages or to revoke the cancellation (eg. if payments have been released prior to such a cancellation), and accept the consignment subject to a 25% admin surcharge.
27. (i). If any local purchases were to be made by MSD/SPC to ensure continuity of supply (due to noncompliance of Indent/PO/its' amended; delivery schedule); in the ensuing period inclusive of the grace period for delivery from due delivery date, extra expenditure incurred on such local purchases, over the landed cost of relevant SPC main order, shall be recovered from the supplier.
- (ii). If a delivery defaulted (violating delivery schedule in the indent/PO) SPC supplier/his local agent, who participate in an urgent local purchase tender of SPC or MSD for the same item, quoting the same product or any similar product, is bound to supply the local purchase order at the landed cost of the defaulted SPC main order. In violations of the same, the cost difference will be set off from the payments to the supplier of the corresponding SPC main order.

28. In respect of local manufacturers/ local suppliers, all deliveries shall be made only on week days excluding public holidays, also allowing adequate time to enable the completion of the receiving process at MSD stores before 3.30 p.m.

In the event of failure to meet this deadline due to supplier/s fault (eg. In delivery; time, product, document, etc.) goods shall be accepted on the following working day, such date shall be counted for working out penalties as per No. 26 (regarding defaulted consignment) of the conditions of supply.

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

29. The extension of L/C's overstepping delivery schedules in the Indent/PO/its' amendments, shall not in any way affect the recovery of late delivery charges, as per Condition No. 26 (regarding defaulted consignments) and any other direct or indirect additional costs/liquidated damages, relating/consequent to extension of L/C.

30. When adequate storage space is not available at MSD, to accept a delivery defaulted consignment (deviating from the delivery schedule in the Indent/PO/its' amendments) under the condition No. 26, 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

31. 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.
32. One of the tender samples of the selected bid shall be forwarded to MSD, for using as a reference sample (can make it; a part of the last consignment or a returnable to supplier) for checking the conformity of the consignments received under the indent/PO.(applicable for all surgical items and regular category of laboratory items, when specified in respective order lists). The artwork of the; specimen labels, minimum pack and outer most box/shipper carton, that satisfies the above mentioned labeling conditions, shall also be provided before signing the contract with the performance bond.
33. 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.
34. 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 clause 26 will not be applicable.

Common conditions

35. In addition to the general conditions of supply given herein, item/order-list specific amendments, exclusions or additions to the same, stated in the covering letter of the order list and any other relevant conditions as per the tender document issued by SPC, are also applicable. The order/item specific; new conditions or amendments to General Order Conditions, will be included in the order list itself and as a remark entry in the MSMIS order records.
36. Administrative surcharge of 25%(on the value of goods), will be applied for tender condition violations that cause deficiencies in supply with respect to; quality, standards & specifications, short packing & short supply or delayed delivery as per the cabinet decision. (eg. As in conditions No. 07,05,09,12)

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

(b) Part B –Special Order Conditions (SOC) of supply

Note : SOC's 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. & S.R. No.s, shall be indicated separately against each clause of SOC, with the counter signature of Director (MSD) to make it effective.

Special Conditions for Bidding :

1. Offers should be accompanied with the valid registration certificate (Notary Certified) issued by the National Medicines Regulatory Authority in Sri Lanka formerly Cosmetic Devices and Drugs Authority.
2. Offered item should bear our SR number.

3. If awarded supplier is unable to adhere to 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.
4. **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.**

Comparison of foreign offer and local offer made on Imports & Supply basis will be compared as follows.

Local offers which are for Import & Supply basis will be divided by a hypothetical value for comparison of offers against C & F value based on the HS Code of the item as determined by SPC.

5. **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 Tenders" of the tender document in this regard.**

6. 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. The volume of the total quantity of each item should be given in cubic meters (m³).
7. 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.

Sufficient quantity of Samples should be forwarded for evaluation

8. The original payment receipt for purchasing the bidding document has to be annexed to the offer. Offers without same will be rejected.
9. Procurement Committee has the authority to decide whether pre-shipment/ pre delivery/post delivery samples to be tested. In such cases the supplier will have to bear the cost of testing samples.
10. The bid submitted should be duly signed and endorsed by the Bidder/ Tenderer himself (with the name and designation of the signatory) or by the representative. Representatives submitting offers on behalf of their principals should submit a letter of authorization and power of attorney (if signing on behalf of the principals) and also should submit documentary proof on their registration as per the Act. No. 03 of 1987 with the Department of the Registrar of Companies – Sri Lanka (where applicable).
11. The successful supplier should agree to dispatch by fax/courier a full set of copy document to SPC at least 3 days prior to arrival of consignment in Sri Lanka to prevent any delay in clearance.

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

12. In the event of an award made to you on this tender, SPC reserves 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.
13. **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.**
14. The recommended storage mentioned on the product label should be maintained at transit also and storage condition should be clearly showed on Bill of Lading/Airway Bill and invoice.

15. **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.**

16. All shipments 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 vessel of the Ceylon Shipping Corporation do not call at the Port of shipment or if they are not available for time by shipment of cargo, in which event the supplier should attached a waiver certificate issued by Ceylon Shipping Corporation or **their Authorized Agent in the Supplier's Country.**

17. SPC reserves the right to reject offers which do not comply with above conditions.

Amendments to the Bidding Documents for procurement of pharmaceuticals for the Department of Health Services of Government of Sri Lanka (Blue Book). (DPC)

Address to be read as "State Pharmaceuticals Corporation of Sri Lanka, "Mehewara Piyasa", 16th Floor, No. 41, Kirula Road, Colombo 5" mentioned in all specified clauses

Terms and Conditions of Bid/Instructions to Bidders

Page No. 6 Condition No. 8 (BONDS/GUARANTEES) to be amended to read as follows:

- 08.1 Bidders should furnish an unconditional Bid Bond as per **Annex III** encashable on first written demand to the value stated against each item in the **Annex 1** of the Bidding Document.
Bid Bond should be submitted together with the Bid or to reach SPC on or before the closing date and time of Bid. Bids submitted without Bid Bonds, will not be considered.
- 08.2 The Bid Bond should be valid for at least 30 days beyond the validity of the Bid. The amount of bid bond and the date until which the bid should be valid is indicated in the Annex I.

Page No. 8 Condition No. 12 FREE REPLACEMENT to be amended to read as follows:

FREE REPLACEMENT/ REIMBURSEMENT

Page No. 8 Condition No. 12.2 under the Para b) 2nd line delete the words 'replaced or'

Page No. 14 Condition No. 20 (REGISTRATION) 20.1 (b) to be amended to read as follows:

- (b) **A Certified copy of the NMRA registration Certificate certified by Attorney-at-Law, Commissioner of Oaths or Justice of Peace should be submitted along with the bid.**

Page No. 16 Condition No. 22 (TESTING OF BATCH SAMPLES) 22.1 to be amended to read as follows:

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

Page No. 23 SPECIMEN OF ANNEX – 1 to be amended to read as follows:

<u>ANNEX – 1</u>			
BID NO./BID REFERENCE : (TENDER NO.)			
DATE OF ISSUE :			
CLOSING DATE & TIME : (SRI LANKAN TIME) :			
<hr/>			
<u>ORDER LIST NO. :</u>			
SR No.	Item Description/Specifications	Quantity	Delivery Schedule
<p>..... Nos of Representative samples for the item to be submitted for the evaluation as tender samples.</p> <p>Amount of Bid Bond : LKR or USD to be submitted along with the Bid</p> <p>Bid Bond valid till (date)</p> <p>Bid validity period : Bid should be valid till (date)</p> <p>Bid Document Fee :</p> <p>(should be paid in cash to SPC for each set of Bid Documents).</p> <p><u>MSD CONDITIONS OF SUPPLY</u></p> <p>1.</p> <p>2.</p>			

Page No. 24 SPECIMEN FORM OF BID (SUPPLIES) ANNEX – IIA Content of the cage to be amended to read as follows:

BID FOR THE SUPPLY OF BID NO./BID REFERENCE

Page No. 26 & 27 SPECIMEN OF **ANNEX – II(B)** to be amended to read as follows:

Heading of 2 nd Column	FULL DESCRIPTION OF ITEM OFFERED, THE STANDARD AND STORAGE TEMPERATURE
Heading of 11 th Column	NMRA REGISTRATION CERTIFICATE NO. & DATE OF EXPIRY

Amendment to Bidding Document under 'Conditions of Contract'

Page No. 39, Condition No. 8 TERMS OF DELIVERY to be amended to read as,

08 TERMS OF DELIVERY

- 8.1 All shipment should be made exclusively on vessels belonging to the Ceylon Shipping Corporation Ltd or those chartered by CSCL. Shipments on other vessels will be permitted in instances where vessel of the Ceylon Shipping Corporation Ltd do not call at the Port of shipment or if they are not available for time by 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.
- 8.2 SPC may nominate Independent Competent Authorities for issue of shipment Inspection Certificate (Certificate of Quality, Quantity and Loading) cost of such certificate should be borne by the supplier.
- 8.3 All items should be shipped to the destination and strictly conform to the delivery dates as per schedule I hereto marked
- 8.4 Delivery of all goods should be within the period of validity of the Letter of Credit, Except in exceptional circumstances no extensions will be granted. Cost of such extension in any would be borne by the supplier.
- 8.5 If the supplier fails to make deliveries within the time specified by the SPC (without prejudice to the other rights of SPC resulting from breach of the contract conditions) May be written notice to the supplier terminate the right of the supplier to proceed with any or all of the remaining part of the contract as provided for in clause 9.1 hereof in addition the SPC reserves the right to purchase from other sources any or all undelivered items and to recover excess costs from the supplier.
- 8.6 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 the grace period shall be considered for acceptance subject to a surcharge to the supplier as stated below ;
- (a). A surcharge of 0.5% per day of the consignment value, calculated commencing from the 15th day up to 60th day delay from the due delivery date, as per the indent/PO or its' latest amended delivery schedules.
- (b). When the delay exceeds 60days purchase order will be considered as automatically cancelled, on defaulted performance. In such a situation, MSD reserve the right to recover liquidated damages or to revoke the cancellation (eg. if payments have been released prior to such a cancellation), and accept the consignment subject to a 25% admin surcharge.
- 8.7 In case of local suppliers, requests may be made for supply of goods in more installments than indicated in Annex 1.

Page No. 39 Condition No. 9.2 (Payment) - To be amended to read as follows ;
All payments will be on confirmed irrevocable letter of credit payable at sight/credit.

Please refer Global Bid Document

B: [Global Tender - Bid Document for Pharmaceutical DPC](#)



PROCUREMENT NOTICE - GLOBAL

STATE PHARMACEUTICALS CORPORATION OF SRI LANKA

The Chairman, Procurement Committee of the State Pharmaceuticals Corporation of Sri Lanka will receive sealed bids for supply of following items to the Department of Health Services for year 2022.

Bid Number	Closing Date & Time	Item Description	Date of issue of Bidding Documents from	Non-refundable Bid Fee
DHS/P/WW/255/22	15.07.2021 at 9.00 a.m.	13,000,000 Tablets of Risperidone Tablet 2mg	02.06.2021	Rs. 12,500/= + 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 at the Head Office of the State Pharmaceuticals Corporation of Sri Lanka, "Mehewara Piyasa", 16th Floor, No. 41, Kirula Road, Colombo 5. These could be purchased on cash payment of a non-refundable Bid Fee per set as mentioned above. Offers received without enclosing original payment receipt are liable to be rejected.

Wherever applicable 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 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 DEPARTMENTAL PROCUREMENT COMMITTEE
STATE PHARMACEUTICALS CORPORATION OF SRI LANKA
"MEHEWARA PIYASA", 26TH FLOOR
NO. 41, KIRULA ROAD
COLOMBO 5.
SRI LANKA.

FAX : 00 94-11- 2582496
TELEPHONE : 00 94-11- 2582509
E-MAIL : pharma.manager@spc.lk

GENERAL MANAGER
STATE PHARMACEUTICALS CORPORATION OF SRI LANKA
FOR CHAIRMAN DEPARTMENTAL PROCUREMENT COMMITTEE
"MEHEWARA PIYASA", 26TH FLOOR
NO. 41, KIRULA ROAD
COLOMBO 5.

TENDER NO. : DHS/P/WW/255/22
DATE OF ISSUE : 2ND JUNE 2021
CLOSING DATE & TIME : 15TH JULY 2021 AT 09.00 HOURS SRI LANKA TIME

ORDER LIST NO. : 2022/SPC/N/R/P/00003

<u>SR No.</u>	<u>Item Description/ Specification</u>	<u>Quantity</u>	<u>Delivery</u>
00302001	Risperidone tablet 2mg Risperidone tablet 2mg Each coated tablet to contain 2mg of Risperidone BP/USP Note: 01.The shelf life of the product should be minimum of 24 months. Packing : 100 Tablets in a box	13,000,000 Tablets	13,000,000 Tablets – July 2022

Representative Tender samples to be submitted for the evaluation.

The amount of Bid Bond: LKR 215,800.00 or USD 1,082.00.

Bid Bond should be submitted with valid up to 10.02.2022 together with the bid

Bid should be valid till 11.01.2022.

Non refundable Bid Fee Rs. 12,500.00 + Taxes should be paid in cash to SPC for each set of Tender Documents.

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

CONDITIONS OF SUPPLY**(a) Part A**

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

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

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

All possible tender deviations such as Packing, labeling, delivery schedule, storage status, payment mode & conditions, etc., shall be communicated and agreed upon before accepting the tender award by the supplier. Noncompliance of same shall be considered as tender violations, to apply penalty (as clause No. 36).

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

Shelf life & Warrantees.

7. Freshly manufactured stocks of the product shall be supplied; thereby the residual Shelf Life (shelf life remaining at the time of delivery of goods at the MSD stores/ Sri Lanka) of the product, shall be 85% of the product shelf life specified in the 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 is 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, SPC/MSD reserves the right to accept a reduced quantity, that is usable (as per the consumption rate) up to three months before the expiry of same and will subject to application of a penalty (as clause No. 36).

Standards & Quality

8. Standards; In respect of all Pharmaceutical products supplied, shall comply Pharmacopoeial Standards that are indicated in the item specifications, other Pharmacopoeial Standards accepted in the product registration by the National Medicines Regulatory Authority.
9. As per the product registration dossier approved by NMRA, the product information leaflet (PIL) for the Pharmaceutical 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.
10. Withdrawal from use of items due to quality failure found as manufacturer/s fault:

- (a). In case of batch withdrawal, value of entire batch quantity supplied shall be 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 surcharged 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 or shall conform to the information submitted for waiver of registration granted by NMRA in exceptional circumstances. (refer clause No.23)

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.

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. (to be selectively applied for Surgical & Lab items, depending on availability of testing methodology & facilities).

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

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. In respect of bulk packs (not applicable for blister/strip packs), 'DHS' mark shall be ;
- (a). embossed or printed in case of tablets
 - (b). printed in case of capsules
- Above condition can be waved off, if the quantity in the purchase order is less than 100,000 tablets/capsules, (any exemptions to this condition, is notified in the relevant MSD order list)
16. Each; innermost pack, vial/ampoule, pre-filled syringe or bottle, shall bear the item Description, SR No, Batch No/Lot no., Reference/Catalogue no.(not for pharmaceuticals), Date of Manufacture, Date of Expiry and 'STATE LOGO' of Government of Sri Lanka.
- It is essential to include and exactly match the dates of Expiry (& date of Manufacture (in any form as 'Year & Month' or 'No Exp.'), in the innermost pack and supplier's invoice.
- (Applicability of the innermost pack mentioned in this clause shall be adapted as per the pack specified in the specification.)
17. Description of the Item, SR No, Date of Manufacture, Date of Expiry, Batch No, Name and address of manufacturer and 'STATE LOGO' of Sri Lanka Government shall be clearly marked on the outer covering of the individual/innermost pack containing the minimum unit of measure, including blister & strip cards and on the outer cover of the carton/box. Any deviations of the Date of Manufacture (DOM)/ Date of Expiry (DOE) declared in the offer shall be approved by MSD and DOM & DOE shall consist of at least the year & month.

18. 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.
19. 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).
20. 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

21. 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 °C +/- 2 °C temperature and 75% +/-5% relative humidity. The product storage conditions shall be clearly indicated at all levels of labels/packages/boxes.
22. Maintenance of Cold Chain;
 - a. In case of cold storage items, cold chain monitors (temperature recording devices) shall be included for each carton and the cold chain shall be maintained according to the manufacturer's instructions during storage, transport and delivery.
 - b. Supplier shall use suitable prominently visible identification marks of international standard, with appropriate colours and sizes for easy identification of cold cargo. Supplier shall use standardized USB Devices for temperature data logging inside the packages and shall provide free of charge, data logger readers &/ software (reading apps compatible with Windows-07/latest) to wharf department of SPC in advance, to enable examining the maintenance of cold chain in transit, and before taking over the consignment by MSD.
 - c. If the cold chain break is observed at the time of taking over the consignments by MSD, such consignments shall be rejected, indicating the reason on the relevant WDN or copy of the delivery documents. In such an event, the SPC shall arrange necessary cold storage for the consignment until 'observed cold chain break' is investigated leading to acceptance / total rejection of consignment and the expenses 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 cold chain maintenance, to arrive in Sri Lanka during Monday to Thursday to avoid additional demurrage & storage charges during weekends, during which MSD stores is closed. In case of non-compliance of this condition, any additional expenses incurred to MSD and SPC, to Custom clear/store/receive such consignments shall be recovered from the supplier.
23. In respect of the products requiring controlled temperature storage (Eg. < 25 °C, 2-25 °C, 15-20 °C /30 °C, 2-8 °C etc.), supplier shall provide MSD with latest product stability study reports with the invoice of the consignment.(report shall include studies; at 30 °C +/- 2 °C & 75% +/- 5% RH for AC stored items and at 25 °C +/- 2 °C & 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

24. 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. 26 on delayed deliveries, shall be applied.

25. 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.

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

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

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

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

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

28. In respect of local manufacturers/ local suppliers, all deliveries shall be made only on week days excluding public holidays, also allowing adequate time to enable the completion of the receiving process at MSD stores before 3.30 p.m.

In the event of failure to meet this deadline due to supplier/s fault (eg. In delivery; time, product, document, etc.) goods shall be accepted on the following working day, such date shall be counted for working out penalties as per No. 26 (regarding defaulted consignment) of the conditions of supply.

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

29. The extension of L/C's overstepping delivery schedules in the Indent/PO/its' amendments, shall not in any way affect the recovery of late delivery charges, as per Condition No. 26 (regarding defaulted consignments) and any other direct or indirect additional costs/liquidated damages, relating/consequent to extension of L/C.

30. When adequate storage space is not available at MSD, to accept a delivery defaulted consignment (deviating from the delivery schedule in the Indent/PO/its' amendments) under the condition No. 26, 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

31. 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.
32. One of the tender samples of the selected bid shall be forwarded to MSD, for using as a reference sample (can make it; a part of the last consignment or a returnable to supplier) for checking the conformity of the consignments received under the indent/PO.(applicable for all surgical items and regular category of laboratory items, when specified in respective order lists). The artwork of the; specimen labels, minimum pack and outer most box/shipper carton, that satisfies the above mentioned labeling conditions, shall also be provided before signing the contract with the performance bond.
33. 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.
34. 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 clause 26 will not be applicable.

Common conditions

35. In addition to the general conditions of supply given herein, item/order-list specific amendments, exclusions or additions to the same, stated in the covering letter of the order list and any other relevant conditions as per the tender document issued by SPC, are also applicable. The order/item specific; new conditions or amendments to General Order Conditions, will be included in the order list itself and as a remark entry in the MSMIS order records.
36. Administrative surcharge of 25%(on the value of goods), will be applied for tender condition violations that cause deficiencies in supply with respect to; quality, standards & specifications, short packing & short supply or delayed delivery as per the cabinet decision. (eg. As in conditions No. 07,05,09,12)

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

(b) Part B –Special Order Conditions (SOC) of supply

Note : SOC's 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. & S.R. No.s, shall be indicated separately against each clause of SOC, with the counter signature of Director (MSD) to make it effective.

Special Conditions for Bidding :

1. Offers should be accompanied with the valid registration certificate (Notary Certified) issued by the National Medicines Regulatory Authority in Sri Lanka formerly Cosmetic Devices and Drugs Authority.
2. Offered item should bear our SR number.

3. If awarded supplier is unable to adhere to 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.
4. **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.**

Comparison of foreign offer and local offer made on Imports & Supply basis will be compared as follows.

Local offers which are for Import & Supply basis will be divided by a hypothetical value for comparison of offers against C & F value based on the HS Code of the item as determined by SPC.

5. **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 Tenders" of the tender document in this regard.**

6. 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. The volume of the total quantity of each item should be given in cubic meters (m³).
7. 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.

Sufficient quantity of Samples should be forwarded for evaluation

8. The original payment receipt for purchasing the bidding document has to be annexed to the offer. Offers without same will be rejected.
9. Procurement Committee has the authority to decide whether pre-shipment/ pre delivery/post delivery samples to be tested. In such cases the supplier will have to bear the cost of testing samples.
10. The bid submitted should be duly signed and endorsed by the Bidder/ Tenderer himself (with the name and designation of the signatory) or by the representative. Representatives submitting offers on behalf of their principals should submit a letter of authorization and power of attorney (if signing on behalf of the principals) and also should submit documentary proof on their registration as per the Act. No. 03 of 1987 with the Department of the Registrar of Companies – Sri Lanka (where applicable).
11. The successful supplier should agree to dispatch by fax/courier a full set of copy document to SPC at least 3 days prior to arrival of consignment in Sri Lanka to prevent any delay in clearance.

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

12. In the event of an award made to you on this tender, SPC reserves 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.
13. **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.**
14. The recommended storage mentioned on the product label should be maintained at transit also and storage condition should be clearly showed on Bill of Lading/Airway Bill and invoice.

15. **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.**

16. All shipments 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 vessel of the Ceylon Shipping Corporation do not call at the Port of shipment or if they are not available for time by shipment of cargo, in which event the supplier should attached a waiver certificate issued by Ceylon Shipping Corporation or **their Authorized Agent in the Supplier's Country.**

17. SPC reserves the right to reject offers which do not comply with above conditions.

Amendments to the Bidding Documents for procurement of pharmaceuticals for the Department of Health Services of Government of Sri Lanka (Blue Book). (DPC)

Address to be read as "State Pharmaceuticals Corporation of Sri Lanka, "Mehewara Piyasa", 16th Floor, No. 41, Kirula Road, Colombo 5" mentioned in all specified clauses

Terms and Conditions of Bid/Instructions to Bidders

Page No. 6 Condition No. 8 (BONDS/GUARANTEES) to be amended to read as follows:

- 08.1 Bidders should furnish an unconditional Bid Bond as per **Annex III** encashable on first written demand to the value stated against each item in the **Annex 1** of the Bidding Document.
Bid Bond should be submitted together with the Bid or to reach SPC on or before the closing date and time of Bid. Bids submitted without Bid Bonds, will not be considered.
- 08.2 The Bid Bond should be valid for at least 30 days beyond the validity of the Bid. The amount of bid bond and the date until which the bid should be valid is indicated in the Annex I.

Page No. 8 Condition No. 12 FREE REPLACEMENT to be amended to read as follows:

FREE REPLACEMENT/ REIMBURSEMENT

Page No. 8 Condition No. 12.2 under the Para b) 2nd line delete the words 'replaced or'

Page No. 14 Condition No. 20 (REGISTRATION) 20.1 (b) to be amended to read as follows:

- (b) **A Certified copy of the NMRA registration Certificate certified by Attorney-at-Law, Commissioner of Oaths or Justice of Peace should be submitted along with the bid.**

Page No. 16 Condition No. 22 (TESTING OF BATCH SAMPLES) 22.1 to be amended to read as follows:

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

Page No. 23 SPECIMEN OF ANNEX – 1 to be amended to read as follows:

<u>ANNEX – 1</u>			
BID NO./BID REFERENCE : (TENDER NO.)			
DATE OF ISSUE :			
CLOSING DATE & TIME : (SRI LANKAN TIME) :			
<hr/>			
<u>ORDER LIST NO. :</u>			
SR No.	Item Description/Specifications	Quantity	Delivery Schedule
..... Nos of Representative samples for the item to be submitted for the evaluation as tender samples.			
Amount of Bid Bond : LKR or USD to be submitted along with the Bid			
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).			
<u>MSD CONDITIONS OF SUPPLY</u>			
1.			
2.			

Page No. 24 SPECIMEN FORM OF BID (SUPPLIES) ANNEX – IIA Content of the cage to be amended to read as follows:

BID FOR THE SUPPLY OF BID NO./BID REFERENCE

Page No. 26 & 27 SPECIMEN OF **ANNEX – II(B)** to be amended to read as follows:

Heading of 2 nd Column	FULL DESCRIPTION OF ITEM OFFERED, THE STANDARD AND STORAGE TEMPERATURE
Heading of 11 th Column	NMRA REGISTRATION CERTIFICATE NO. & DATE OF EXPIRY

Amendment to Bidding Document under 'Conditions of Contract'

Page No. 39, Condition No. 8 TERMS OF DELIVERY to be amended to read as,

08 TERMS OF DELIVERY

- 8.1 All shipment should be made exclusively on vessels belonging to the Ceylon Shipping Corporation Ltd or those chartered by CSCL. Shipments on other vessels will be permitted in instances where vessel of the Ceylon Shipping Corporation Ltd do not call at the Port of shipment or if they are not available for time by 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.
- 8.2 SPC may nominate Independent Competent Authorities for issue of shipment Inspection Certificate (Certificate of Quality, Quantity and Loading) cost of such certificate should be borne by the supplier.
- 8.3 All items should be shipped to the destination and strictly conform to the delivery dates as per schedule I hereto marked
- 8.4 Delivery of all goods should be within the period of validity of the Letter of Credit, Except in exceptional circumstances no extensions will be granted. Cost of such extension in any would be borne by the supplier.
- 8.5 If the supplier fails to make deliveries within the time specified by the SPC (without prejudice to the other rights of SPC resulting from breach of the contract conditions) May be written notice to the supplier terminate the right of the supplier to proceed with any or all of the remaining part of the contract as provided for in clause 9.1 hereof in addition the SPC reserves the right to purchase from other sources any or all undelivered items and to recover excess costs from the supplier.
- 8.6 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 the grace period shall be considered for acceptance subject to a surcharge to the supplier as stated below ;
- (a). A surcharge of 0.5% per day of the consignment value, calculated commencing from the 15th day up to 60th day delay from the due delivery date, as per the indent/PO or its' latest amended delivery schedules.
- (b). When the delay exceeds 60days purchase order will be considered as automatically cancelled, on defaulted performance. In such a situation, MSD reserve the right to recover liquidated damages or to revoke the cancellation (eg. if payments have been released prior to such a cancellation), and accept the consignment subject to a 25% admin surcharge.
- 8.7 In case of local suppliers, requests may be made for supply of goods in more installments than indicated in Annex 1.

Page No. 39 Condition No. 9.2 (Payment) - To be amended to read as follows ;
All payments will be on confirmed irrevocable letter of credit payable at sight/credit.

Please refer Global Bid Document

B: [Global Tender - Bid Document for Pharmaceutical DPC](#)



PROCUREMENT NOTICE - GLOBAL

STATE PHARMACEUTICALS CORPORATION OF SRI LANKA

The Chairman, Procurement Committee of the State Pharmaceuticals Corporation of Sri Lanka will receive sealed bids for supply of following items to the Department of Health Services for year 2022.

Bid Number	Closing Date & Time	Item Description	Date of issue of Bidding Documents from	Non-refundable Bid Fee
DHS/P/WW/254/22	13.07.2021 at 9.00 a.m.	10,000 Vials of Tuberculin for Mantoux test 5TU/0.1ml, 1ml vial	01.06.2021	Rs. 12,500/= + 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 at the Head Office of the State Pharmaceuticals Corporation of Sri Lanka, "Mehewara Piyasa", 16th Floor, No. 41, Kirula Road, Colombo 5. These could be purchased on cash payment of a non-refundable Bid Fee per set as mentioned above. Offers received without enclosing original payment receipt are liable to be rejected.

Wherever applicable 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 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 DEPARTMENTAL PROCUREMENT COMMITTEE
STATE PHARMACEUTICALS CORPORATION OF SRI LANKA
"MEHEWARA PIYASA", 26TH FLOOR
NO. 41, KIRULA ROAD
COLOMBO 5.
SRI LANKA.

FAX : 00 94-11- 2582496
TELEPHONE : 00 94-11- 2582509
E-MAIL : pharma.manager@spc.lk

GENERAL MANAGER
STATE PHARMACEUTICALS CORPORATION OF SRI LANKA
FOR CHAIRMAN DEPARTMENTAL PROCUREMENT COMMITTEE
"MEHEWARA PIYASA", 26TH FLOOR
NO. 41, KIRULA ROAD
COLOMBO 5.

TENDER NO. : DHS/P/WW/254/22
DATE OF ISSUE : 1ST JUNE 2021
CLOSING DATE & TIME : 13TH JULY 2021 AT 09.00 HOURS SRI LANKA TIME

ORDER LIST NO. : 2022/SPC/N/C/P/00005

<u>SR No.</u>	<u>Item Description/ Specification</u>	<u>Quantity</u>	<u>Delivery</u>
00603603	Tuberculin for Mantoux test 5TU/0.1ml, 1ml vial Tuberculin for Mantoux test 1ml vial Tuberculin PPD/RT-23(ready for use dilution)5TU per 0.1ml,in 1 ml vial (10 doses vial) for intradermal use. Packing : 10 vials in a box	10,000 Vials	5,000 Vials – January 2022 5,000 Vials – May 2022

Representative Tender samples to be submitted for the evaluation.

The amount of Bid Bond: LKR 630,932.00 or USD 3,163.00.

Bid Bond should be submitted with valid up to 08.02.2022 together with the bid

Bid should be valid till 09.01.2022.

Non refundable Bid Fee Rs. 12,500.00 + Taxes should be paid in cash to SPC for each set of Tender Documents.

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

CONDITIONS OF SUPPLY**(a) Part A**

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

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

4. The number of batches per consignment shall be minimal. Batch quantity shall be an equal multiple of the quantity of the consignment and the proportionate size of the batch quantity shall be not less than 15% of the quantity in the consignment.
5. If MSD decides to accept a part or full consignment, with deviations from certain tender conditions (eg: with regard to labeling/packaging etc.) due to an urgency, that shall be done subject to, either rectifying the defect within 05 working days by the supplier, or recovering the total cost [a] of rectifying the defect by MSD (via a duly contracted third party providing such services), from the supplier with a 25% surcharge on the labeling cost. (total charge = $[a] + [a] \times 0.25$) or 2% of the invoiced value, whichever is the highest.

All possible tender deviations such as Packing, labeling, delivery schedule, storage status, payment mode & conditions, etc., shall be communicated and agreed upon before accepting the tender award by the supplier. Noncompliance of same shall be considered as tender violations, to apply penalty (as clause No. 36).

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

Shelf life & Warrantees.

7. Freshly manufactured stocks of the product shall be supplied; thereby the residual Shelf Life (shelf life remaining at the time of delivery of goods at the MSD stores/ Sri Lanka) of the product, shall be 85% of the product shelf life specified in the 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 is 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 $1/6^{\text{th}}$ (one sixth) of the original product shelf life.
 - (b) In the violation of the above tender condition, SPC/MSD reserves the right to accept a reduced quantity, that is usable (as per the consumption rate) up to three months before the expiry of same and will subject to application of a penalty (as clause No. 36).

Standards & Quality

8. Standards; In respect of all Pharmaceutical products supplied, shall comply Pharmacopoeial Standards that are indicated in the item specifications, other Pharmacopoeial Standards accepted in the product registration by the National Medicines Regulatory Authority.
9. As per the product registration dossier approved by NMRA, the product information leaflet (PIL) for the Pharmaceutical 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.
10. Withdrawal from use of items due to quality failure found as manufacturer/s fault:
 - (a). In case of batch withdrawal, value of entire batch quantity supplied shall be 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 surcharged 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 or shall conform to the information submitted for waiver of registration granted by NMRA in exceptional circumstances.(refer clause No.23)

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.

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. (to be selectively applied for Surgical & Lab items, depending on availability of testing methodology & facilities).

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

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. In respect of bulk packs (not applicable for blister/strip packs), 'DHS' mark shall be ;

(a). embossed or printed in case of tablets

(b). printed in case of capsules

Above condition can be waved off, if the quantity in the purchase order is less than 100,000 tablets/capsules, (any exemptions to this condition, is notified in the relevant MSD order list)

16. Each; innermost pack, vial/ampoule, pre-filled syringe or bottle, shall bear the item Description, SR No, Batch No/Lot no., Reference/Catalogue no.(not for pharmaceuticals), Date of Manufacture, Date of Expiry and 'STATE LOGO' of Government of Sri Lanka.

It is essential to include and exactly match the dates of Expiry (& date of Manufacture (in any form as 'Year & Month' or 'No Exp.'), in the innermost pack and supplier's invoice.

(Applicability of the innermost pack mentioned in this clause shall be adapted as per the pack specified in the specification.)

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

18. 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.

19. 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).

20. 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

21. 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 °C +/- 2 °C temperature and 75% +/-5% relative humidity. The product storage conditions shall be clearly indicated at all levels of labels/packages/boxes.
22. Maintenance of Cold Chain;
- a. In case of cold storage items, cold chain monitors (temperature recording devices) shall be included for each carton and the cold chain shall be maintained according to the manufacturer's instructions during storage, transport and delivery.
 - b. Supplier shall use suitable prominently visible identification marks of international standard, with appropriate colours and sizes for easy identification of cold cargo. Supplier shall use standardized USB Devices for temperature data logging inside the packages and shall provide free of charge, data logger readers &/ software (reading apps compatible with Windows-07/latest) to wharf department of SPC in advance, to enable examining the maintenance of cold chain in transit, and before taking over the consignment by MSD.
 - c. If the cold chain break is observed at the time of taking over the consignments by MSD, such consignments shall be rejected, indicating the reason on the relevant WDN or copy of the delivery documents. In such an event, the SPC shall arrange necessary cold storage for the consignment until 'observed cold chain break' is investigated leading to acceptance / total rejection of consignment and the expenses 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 cold chain maintenance, to arrive in Sri Lanka during Monday to Thursday to avoid additional demurrage & storage charges during weekends, during which MSD stores is closed. In case of non-compliance of this condition, any additional expenses incurred to MSD and SPC, to Custom clear/store/receive such consignments shall be recovered from the supplier.
23. In respect of the products requiring controlled temperature storage (Eg. < 25 °C, 2-25 °C, 15-20 °C /30 °C, 2-8 °C etc.), supplier shall provide MSD with latest product stability study reports with the invoice of the consignment.(report shall include studies; at 30 °C +/- 2 °C & 75% +/- 5% RH for AC stored items and at 25 °C +/- 2 °C & 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

24. 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. 26 on delayed deliveries, shall be applied.

25. 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.
26. Defaulted consignments with respect to delivery schedule shall only be considered for acceptance, subject to a penalty imposed for the delay due to suppliers fault, allowing a grace period up to two weeks. Consignments delivered after that grace period shall be considered for acceptance subject to a penalty to the supplier as described below ;
 - (a). A penalty of 0.5% per day of the consignment value, calculated commencing from the 15th day up to 60th day delay from the due delivery date, as per the indent/PO or its? latest amended delivery schedules.
 - (b). When the delay exceeds 60 days purchase order will be considered as automatically cancelled, on defaulted performance. In such a situation, MSD reserve the right to recover liquidated damages or to revoke the cancellation (eg. if payments have been released prior to such a cancellation), and accept the consignment subject to a 25% admin surcharge.
27. (i). If any local purchases were to be made by MSD/SPC to ensure continuity of supply (due to noncompliance of Indent/PO/its' amended; delivery schedule); in the ensuing period inclusive of the grace period for delivery from due delivery date, extra expenditure incurred on such local purchases, over the landed cost of relevant SPC main order, shall be recovered from the supplier.
 - (ii). If a delivery defaulted (violating delivery schedule in the indent/PO) SPC supplier/his local agent, who participate in an urgent local purchase tender of SPC or MSD for the same item, quoting the same product or any similar product, is bound to supply the local purchase order at the landed cost of the defaulted SPC main order. In violations of the same, the cost difference will be set off from the payments to the supplier of the corresponding SPC main order.
28. In respect of local manufacturers/ local suppliers, all deliveries shall be made only on week days excluding public holidays, also allowing adequate time to enable the completion of the receiving process at MSD stores before 3.30 p.m.
In the event of failure to meet this deadline due to supplier/s fault (eg. In delivery; time, product, document, etc.) goods shall be accepted on the following working day, such date shall be counted for working out penalties as per No. 26 (regarding defaulted consignment) of the conditions of supply.

As an alternative, supplier can request MSD to take over the consignment on the same day, subject to settling all adl. expenses (i.e. staff OT, forklift charge, etc.) of MSD, by the supplier.
29. The extension of L/C's overstepping delivery schedules in the Indent/PO/its' amendments, shall not in any way affect the recovery of late delivery charges, as per Condition No. 26 (regarding defaulted consignments) and any other direct or indirect additional costs/liquidated damages, relating/consequent to extension of L/C.
30. When adequate storage space is not available at MSD, to accept a delivery defaulted consignment (deviating from the delivery schedule in the Indent/PO/its' amendments) under the condition No. 26, 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

31. 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.
32. One of the tender samples of the selected bid shall be forwarded to MSD, for using as a reference sample (can make it; a part of the last consignment or a returnable to supplier) for checking the conformity of the consignments received under the indent/PO.(applicable for all surgical items and regular category of laboratory items, when specified in respective order lists). The artwork of the; specimen labels, minimum pack and outer most box/shipper carton, that satisfies the above mentioned labeling conditions, shall also be provided before signing the contract with the performance bond.
33. 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.
34. 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 clause 26 will not be applicable.

Common conditions

35. In addition to the general conditions of supply given herein, item/order-list specific amendments, exclusions or additions to the same, stated in the covering letter of the order list and any other relevant conditions as per the tender document issued by SPC, are also applicable. The order/item specific; new conditions or amendments to General Order Conditions, will be included in the order list itself and as a remark entry in the MSMIS order records.
36. Administrative surcharge of 25%(on the value of goods), will be applied for tender condition violations that cause deficiencies in supply with respect to; quality, standards & specifications, short packing & short supply or delayed delivery as per the cabinet decision. (eg. As in conditions No. 07,05,09,12)

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

(b) Part B –Special Order Conditions (SOC) of supply

Note : SOC's 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. & S.R. No.s, shall be indicated separately against each clause of SOC, with the counter signature of Director (MSD) to make it effective.

Special Conditions for Bidding :

1. Offers should be accompanied with the valid registration certificate (Notary Certified) issued by the National Medicines Regulatory Authority in Sri Lanka formerly Cosmetic Devices and Drugs Authority.
2. Offered item should bear our SR number.
3. If awarded supplier is unable to adhere to 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.
4. **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.**

Comparison of foreign offer and local offer made on Imports & Supply basis will be compared as follows.

Local offers which are for Import & Supply basis will be divided by a hypothetical value for comparison of offers against C & F value based on the HS Code of the item as determined by SPC.

5. 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 Tenders" of the tender document in this regard.

6. 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. The volume of the total quantity of each item should be given in cubic meters (m³).

7. 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.

Sufficient quantity of Samples should be forwarded for evaluation

8. The original payment receipt for purchasing the bidding document has to be annexed to the offer. Offers without same will be rejected.

9. Procurement Committee has the authority to decide whether pre-shipment/ pre delivery/post delivery samples to be tested. In such cases the supplier will have to bear the cost of testing samples.

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

11. The successful supplier should agree to dispatch by fax/courier a full set of copy document to SPC at least 3 days prior to arrival of consignment in Sri Lanka to prevent any delay in clearance.

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

12. In the event of an award made to you on this tender, SPC reserves 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.

13. **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 contract act in accordance with the section 10 of the Public Contract Act and produce such valid original certificate of registration with the bid.**

14. The recommended storage mentioned on the product label should be maintained at transit also and storage condition should be clearly showed on Bill of Lading/Airway Bill and invoice.

15. 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.

16. All shipments 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 vessel of the Ceylon Shipping Corporation do not call at the Port of shipment or if they are not available for time by shipment of cargo, in which event the supplier should attached a waiver certificate issued by Ceylon Shipping Corporation **or their Authorized Agent in the Supplier's Country.**

17. SPC reserves the right to reject offers which do not comply with above conditions.

Amendments to the Bidding Documents for procurement of pharmaceuticals for the Department of Health Services of Government of Sri Lanka (Blue Book). (DPC)

Address to be read as "State Pharmaceuticals Corporation of Sri Lanka, "Mehewara Piyasa", 16th Floor, No. 41, Kirula Road, Colombo 5" mentioned in all specified clauses

Terms and Conditions of Bid/Instructions to Bidders

Page No. 6 Condition No. 8 (BONDS/GUARANTEES) to be amended to read as follows:

- 08.1 Bidders should furnish an unconditional Bid Bond as per **Annex III** encashable on first written demand to the value stated against each item in the **Annex 1** of the Bidding Document.
Bid Bond should be submitted together with the Bid or to reach SPC on or before the closing date and time of Bid. Bids submitted without Bid Bonds, will not be considered.
- 08.2 The Bid Bond should be valid for at least 30 days beyond the validity of the Bid. The amount of bid bond and the date until which the bid should be valid is indicated in the Annex I.

Page No. 8 Condition No. 12 FREE REPLACEMENT to be amended to read as follows:

FREE REPLACEMENT/ REIMBURSEMENT

Page No. 8 Condition No. 12.2 under the Para b) 2nd line delete the words 'replaced or'

Page No. 14 Condition No. 20 (REGISTRATION) 20.1 (b) to be amended to read as follows:

- (b) **A Certified copy of the NMRA registration Certificate certified by Attorney-at-Law, Commissioner of Oaths or Justice of Peace should be submitted along with the bid.**

Page No. 16 Condition No. 22 (TESTING OF BATCH SAMPLES) 22.1 to be amended to read as follows:

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

<u>ANNEX – 1</u>			
BID NO./BID REFERENCE : (TENDER NO.)			
DATE OF ISSUE :			
CLOSING DATE & TIME : (SRI LANKAN TIME) :			
<hr/>			
<u>ORDER LIST NO. :</u>			
SR No.	Item Description/Specifications	Quantity	Delivery Schedule

..... Nos of Representative samples for the item to be submitted for the evaluation as tender samples.

Amount of Bid Bond : LKR or USD to be submitted along with the Bid

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.

BID FOR THE SUPPLY OF
.....
BID NO./BID REFERENCE

Heading of 2 nd Column	FULL DESCRIPTION OF ITEM OFFERED, THE STANDARD AND STORAGE TEMPERATURE
Heading of 11 th Column	NMRA REGISTRATION CERTIFICATE NO. & DATE OF EXPIRY

Amendment to Bidding Document under 'Conditions of Contract'

Page No. 39, Condition No. 8 TERMS OF DELIVERY to be amended to read as,

08 TERMS OF DELIVERY

- 8.1 All shipment should be made exclusively on vessels belonging to the Ceylon Shipping Corporation Ltd or those chartered by CSCL. Shipments on other vessels will be permitted in instances where vessel of the Ceylon Shipping Corporation Ltd do not call at the Port of shipment or if they are not available for time by 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.
- 8.2 SPC may nominate Independent Competent Authorities for issue of shipment Inspection Certificate (Certificate of Quality, Quantity and Loading) cost of such certificate should be borne by the supplier.
- 8.3 All items should be shipped to the destination and strictly conform to the delivery dates as per schedule I hereto marked
- 8.4 Delivery of all goods should be within the period of validity of the Letter of Credit, Except in exceptional circumstances no extensions will be granted. Cost of such extension in any would be borne by the supplier.
- 8.5 If the supplier fails to make deliveries within the time specified by the SPC (without prejudice to the other rights of SPC resulting from breach of the contract conditions) May be written notice to the supplier terminate the right of the supplier to proceed with any or all of the remaining part of the contract as provided for in clause 9.1 hereof in addition the SPC reserves the right to purchase from other sources any or all undelivered items and to recover excess costs from the supplier.
- 8.6 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 the grace period shall be considered for acceptance subject to a surcharge to the supplier as stated below ;
 - (a). A surcharge of 0.5% per day of the consignment value, calculated commencing from the 15th day up to 60th day delay from the due delivery date, as per the indent/PO or its' latest amended delivery schedules.
 - (b). When the delay exceeds 60days purchase order will be considered as automatically cancelled, on defaulted performance. In such a situation, MSD reserve the right to recover liquidated damages or to revoke the cancellation (eg. if payments have been released prior to such a cancellation), and accept the consignment subject to a 25% admin surcharge.
- 8.7 In case of local suppliers, requests may be made for supply of goods in more installments than indicated in Annex 1.

Page No. 39 Condition No. 9.2 (Payment) - To be amended to read as follows ;
All payments will be on confirmed irrevocable letter of credit payable at sight/credit.

Please refer Global Bid Document

B: [Global Tender - Bid Document for Pharmaceutical DPC](#)



PROCUREMENT NOTICE - GLOBAL

STATE PHARMACEUTICALS CORPORATION OF SRI LANKA

The Chairman, Procurement Committee of the State Pharmaceuticals Corporation of Sri Lanka will receive sealed bids for supply of following items to the Department of Health Services for year 2022.

Bid Number	Closing Date & Time	Item Description	Date of issue of Bidding Documents from	Non-refundable Bid Fee
DHS/P/WW/253/22	13.07.2021 at 9.00 a.m.	390,000 IU of Somatropin for Injection 2IU-30IU	01.06.2021	Rs. 35,000/= + 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 at the Head Office of the State Pharmaceuticals Corporation of Sri Lanka, "Mehewara Piyasa", 16th Floor, No. 41, Kirula Road, Colombo 5. These could be purchased on cash payment of a non-refundable Bid Fee per set as mentioned above. Offers received without enclosing original payment receipt are liable to be rejected.

Wherever applicable 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 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 DEPARTMENTAL PROCUREMENT COMMITTEE
STATE PHARMACEUTICALS CORPORATION OF SRI LANKA
"MEHEWARA PIYASA", 26TH FLOOR
NO. 41, KIRULA ROAD
COLOMBO 5.
SRI LANKA.

FAX : 00 94-11- 2582496
TELEPHONE : 00 94-11- 2582509
E-MAIL : pharma.manager@spc.lk

GENERAL MANAGER
STATE PHARMACEUTICALS CORPORATION OF SRI LANKA
FOR CHAIRMAN DEPARTMENTAL PROCUREMENT COMMITTEE
"MEHEWARA PIYASA", 26TH FLOOR
NO. 41, KIRULA ROAD
COLOMBO 5.

TENDER NO. : DHS/P/WW/253/22
DATE OF ISSUE : 1ST JUNE 2021
CLOSING DATE & TIME : 13TH JULY 2021 AT 09.00 HOURS SRI LANKA TIME

ORDER LIST NO. : 2022/SPC/N/R/P/00011

<u>SR No.</u>	<u>Item Description/ Specification</u>	<u>Quantity</u>	<u>Delivery</u>
00703202	<p>Somatropin for injection 2 IU - 30 IU</p> <p>Somatropin for injection BP/USP, 2 IU - 30 IU Each container to contain 2 IU - 30 IU of Somatropin for injection BP/USP as freeze-dried sterile powder, produced by recombinant DNA technology for reconstitution in a suitable diluent for subcutaneous or intramuscular injection.</p> <p>Note:</p> <p>1. This Injection should be stable for a minimum of 24 months when stored below 25° C and shelf life of the reconstituted solution should be minimum of 28 days when stored at 2°C -8°C.</p> <p>2. Each container should be labelled accordingly.</p> <p>Packing : 2 IU in a vial</p>	390,000 IU	<p>130,000 IU – January 2022</p> <p>130,000 IU – May 2022</p> <p>130,000 IU – October 2022</p>

Representative Tender samples to be submitted for the evaluation.

The amount of Bid Bond: LKR 3,694,080.00 or USD 18,517.00.

Bid Bond should be submitted with valid up to 08.02.2022 together with the bid

Bid should be valid till 09.01.2022.

Non refundable Bid Fee Rs. 35,000.00 + Taxes should be paid in cash to SPC for each set of Tender Documents.

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

CONDITIONS OF SUPPLY

(a) Part A

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

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

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

All possible tender deviations such as Packing, labeling, delivery schedule, storage status, payment mode & conditions, etc., shall be communicated and agreed upon before accepting the tender award by the supplier. Noncompliance of same shall be considered as tender violations, to apply penalty (as clause No. 36).

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

Shelf life & Warrantees.

7. Freshly manufactured stocks of the product shall be supplied; thereby the residual Shelf Life (shelf life remaining at the time of delivery of goods at the MSD stores/ Sri Lanka) of the product, shall be 85% of the product shelf life specified in the 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 is 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, SPC/MSD reserves the right to accept a reduced quantity, that is usable (as per the consumption rate) up to three months before the expiry of same and will subject to application of a penalty (as clause No. 36).

Standards & Quality

8. Standards; In respect of all Pharmaceutical products supplied, shall comply Pharmacopoeial Standards that are indicated in the item specifications, other Pharmacopoeial Standards accepted in the product registration by the National Medicines Regulatory Authority.
9. As per the product registration dossier approved by NMRA, the product information leaflet (PIL) for the Pharmaceutical 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.
10. Withdrawal from use of items due to quality failure found as manufacturer/s fault:
 - (a). In case of batch withdrawal, value of entire batch quantity supplied shall be 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 surcharged 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 or shall conform to the information submitted for waiver of registration granted by NMRA in exceptional circumstances. (refer clause No.23)
- 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.
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. (to be selectively applied for Surgical & Lab items, depending on availability of testing methodology & facilities).
- If the sample is found to be substandard, random batch samples will be tested from all the batches/lots in the consignment, and entire expenses on such tests, like value of samples, transport, sampling & testing charges, etc, will be recovered from the supplier.
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. In respect of bulk packs (not applicable for blister/strip packs), 'DHS' mark shall be ;
- (a). embossed or printed in case of tablets
 - (b). printed in case of capsules
- Above condition can be waved off, if the quantity in the purchase order is less than 100,000 tablets/capsules, (any exemptions to this condition, is notified in the relevant MSD order list)
16. Each; innermost pack, vial/ampoule, pre-filled syringe or bottle, shall bear the item Description, SR No, Batch No/Lot no., Reference/Catalogue no. (not for pharmaceuticals), Date of Manufacture, Date of Expiry and 'STATE LOGO' of Government of Sri Lanka.
- It is essential to include and exactly match the dates of Expiry (& date of Manufacture (in any form as 'Year & Month' or 'No Exp.'), in the innermost pack and supplier's invoice.
- (Applicability of the innermost pack mentioned in this clause shall be adapted as per the pack specified in the specification.)
17. Description of the Item, SR No, Date of Manufacture, Date of Expiry, Batch No, Name and address of manufacturer and 'STATE LOGO' of Sri Lanka Government shall be clearly marked on the outer covering of the individual/innermost pack containing the minimum unit of measure, including blister & strip cards and on the outer cover of the carton/box. Any deviations of the Date of Manufacture (DOM)/ Date of Expiry (DOE) declared in the offer shall be approved by MSD and DOM & DOE shall consist of at least the year & month.
18. 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.

19. 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).
20. 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

21. 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 °C +/- 2 °C temperature and 75% +/-5% relative humidity. The product storage conditions shall be clearly indicated at all levels of labels/packages/boxes.
22. Maintenance of Cold Chain;
- a. In case of cold storage items, cold chain monitors (temperature recording devices) shall be included for each carton and the cold chain shall be maintained according to the manufacturer's instructions during storage, transport and delivery.
 - b. Supplier shall use suitable prominently visible identification marks of international standard, with appropriate colours and sizes for easy identification of cold cargo. Supplier shall use standardized USB Devices for temperature data logging inside the packages and shall provide free of charge, data logger readers &/ software (reading apps compatible with Windows-07/latest) to wharf department of SPC in advance, to enable examining the maintenance of cold chain in transit, and before taking over the consignment by MSD.
 - c. If the cold chain break is observed at the time of taking over the consignments by MSD, such consignments shall be rejected, indicating the reason on the relevant WDN or copy of the delivery documents. In such an event, the SPC shall arrange necessary cold storage for the consignment until 'observed cold chain break' is investigated leading to acceptance / total rejection of consignment and the expenses 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 cold chain maintenance, to arrive in Sri Lanka during Monday to Thursday to avoid additional demurrage & storage charges during weekends, during which MSD stores is closed. In case of non-compliance of this condition, any additional expenses incurred to MSD and SPC, to Custom clear/store/receive such consignments shall be recovered from the supplier.
23. In respect of the products requiring controlled temperature storage (Eg. < 25 °C, 2-25 °C, 15-20 °C /30 °C, 2-8 °C etc.), supplier shall provide MSD with latest product stability study reports with the invoice of the consignment. (report shall include studies; at 30 °C +/- 2 °C & 75% +/- 5% RH for AC stored items and at 25 °C +/- 2 °C & 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

24. 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. 26 on delayed deliveries, shall be applied.

25. 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.

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

- (a). A penalty of 0.5% per day of the consignment value, calculated commencing from the 15th day up to 60th day delay from the due delivery date, as per the indent/PO or its? latest amended delivery schedules.
- (b). When the delay exceeds 60 days purchase order will be considered as automatically cancelled, on defaulted performance. In such a situation, MSD reserve the right to recover liquidated damages or to revoke the cancellation (eg. if payments have been released prior to such a cancellation), and accept the consignment subject to a 25% admin surcharge.

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

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

28. In respect of local manufacturers/ local suppliers, all deliveries shall be made only on week days excluding public holidays, also allowing adequate time to enable the completion of the receiving process at MSD stores before 3.30 p.m.

In the event of failure to meet this deadline due to supplier/s fault (eg. In delivery; time, product, document, etc.) goods shall be accepted on the following working day, such date shall be counted for working out penalties as per No. 26 (regarding defaulted consignment) of the conditions of supply.

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

29. The extension of L/C's overstepping delivery schedules in the Indent/PO/its' amendments, shall not in any way affect the recovery of late delivery charges, as per Condition No. 26 (regarding defaulted consignments) and any other direct or indirect additional costs/liquidated damages, relating/consequent to extension of L/C.

30. When adequate storage space is not available at MSD, to accept a delivery defaulted consignment (deviating from the delivery schedule in the Indent/PO/its' amendments) under the condition No. 26, 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

31. 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.
32. One of the tender samples of the selected bid shall be forwarded to MSD, for using as a reference sample (can make it; a part of the last consignment or a returnable to supplier) for checking the conformity of the consignments received under the indent/PO.(applicable for all surgical items and regular category of laboratory items, when specified in respective order lists). The artwork of the; specimen labels, minimum pack and outer most box/shipper carton, that satisfies the above mentioned labeling conditions, shall also be provided before signing the contract with the performance bond.
33. 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.
34. 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 clause 26 will not be applicable.

Common conditions

35. In addition to the general conditions of supply given herein, item/order-list specific amendments, exclusions or additions to the same, stated in the covering letter of the order list and any other relevant conditions as per the tender document issued by SPC, are also applicable. The order/item specific; new conditions or amendments to General Order Conditions, will be included in the order list itself and as a remark entry in the MSMIS order records.
36. Administrative surcharge of 25%(on the value of goods), will be applied for tender condition violations that cause deficiencies in supply with respect to; quality, standards & specifications, short packing & short supply or delayed delivery as per the cabinet decision. (eg. As in conditions No. 07,05,09,12)

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

(b) Part B –Special Order Conditions (SOC) of supply

Note : SOC's 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. & S.R. No.s, shall be indicated separately against each clause of SOC, with the counter signature of Director (MSD) to make it effective.

Special Conditions for Bidding :

1. Offers should be accompanied with the valid registration certificate (Notary Certified) issued by the National Medicines Regulatory Authority in Sri Lanka formerly Cosmetic Devices and Drugs Authority.
2. Offered item should bear our SR number.

3. If awarded supplier is unable to adhere to 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.
4. **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.**

Comparison of foreign offer and local offer made on Imports & Supply basis will be compared as follows.

Local offers which are for Import & Supply basis will be divided by a hypothetical value for comparison of offers against C & F value based on the HS Code of the item as determined by SPC.

5. **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 Tenders" of the tender document in this regard.**

6. 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. The volume of the total quantity of each item should be given in cubic meters (m³).
7. 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.

Sufficient quantity of Samples should be forwarded for evaluation

8. The original payment receipt for purchasing the bidding document has to be annexed to the offer. Offers without same will be rejected.
9. Procurement Committee has the authority to decide whether pre-shipment/ pre delivery/post delivery samples to be tested. In such cases the supplier will have to bear the cost of testing samples.
10. The bid submitted should be duly signed and endorsed by the Bidder/ Tenderer himself (with the name and designation of the signatory) or by the representative. Representatives submitting offers on behalf of their principals should submit a letter of authorization and power of attorney (if signing on behalf of the principals) and also should submit documentary proof on their registration as per the Act. No. 03 of 1987 with the Department of the Registrar of Companies – Sri Lanka (where applicable).

11. The successful supplier should agree to dispatch by fax/courier a full set of copy document to SPC at least 3 days prior to arrival of consignment in Sri Lanka to prevent any delay in clearance.

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

12. In the event of an award made to you on this tender, SPC reserves 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.
13. **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.**
14. The recommended storage mentioned on the product label should be maintained at transit also and storage condition should be clearly showed on Bill of Lading/Airway Bill and invoice.

15. **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.**

16. All shipments 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 vessel of the Ceylon Shipping Corporation do not call at the Port of shipment or if they are not available for time by shipment of cargo, in which event the supplier should attached a waiver certificate issued by Ceylon Shipping Corporation **or their Authorized Agent in the Supplier's Country.**
17. SPC reserves the right to reject offers which do not comply with above conditions.

Amendments to the Bidding Documents for procurement of pharmaceuticals for the Department of Health Services of Government of Sri Lanka (Blue Book). (DPC)

Address to be read as "State Pharmaceuticals Corporation of Sri Lanka, "Mehewara Piyasa", 16th Floor, No. 41, Kirula Road, Colombo 5" mentioned in all specified clauses

Terms and Conditions of Bid/Instructions to Bidders

Page No. 6 Condition No. 8 (BONDS/GUARANTEES) to be amended to read as follows:

- 08.1 Bidders should furnish an unconditional Bid Bond as per **Annex III** encashable on first written demand to the value stated against each item in the **Annex 1** of the Bidding Document.
Bid Bond should be submitted together with the Bid or to reach SPC on or before the closing date and time of Bid. Bids submitted without Bid Bonds, will not be considered.
- 08.2 The Bid Bond should be valid for at least 30 days beyond the validity of the Bid. The amount of bid bond and the date until which the bid should be valid is indicated in the Annex I.

Page No. 8 Condition No. 12 FREE REPLACEMENT to be amended to read as follows:

FREE REPLACEMENT/ REIMBURSEMENT

Page No. 8 Condition No. 12.2 under the Para b) 2nd line delete the words '**replaced or**'

Page No. 14 Condition No. 20 (REGISTRATION) 20.1 (b) to be amended to read as follows:

- (b) **A Certified copy of the NMRA registration Certificate certified by Attorney-at-Law, Commissioner of Oaths or Justice of Peace should be submitted along with the bid.**

Page No. 16 Condition No. 22 (TESTING OF BATCH SAMPLES) 22.1 to be amended to read as follows:

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

Page No. 23 SPECIMEN OF ANNEX – 1 to be amended to read as follows:

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

..... Nos of Representative samples for the item to be submitted for the evaluation as tender samples.

Amount of Bid Bond : LKR or USD to be submitted along with the Bid

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.

Page No. 24 SPECIMEN FORM OF BID (SUPPLIES) ANNEX – IIA Content of the cage to be amended to read as follows:

<p align="center">BID FOR THE SUPPLY OF BID NO./BID REFERENCE</p>

Page No. 26 & 27 SPECIMEN OF **ANNEX – II(B)** to be amended to read as follows:

Heading of 2 nd Column	FULL DESCRIPTION OF ITEM OFFERED, THE STANDARD AND STORAGE TEMPERATURE
Heading of 11 th Column	NMRA REGISTRATION CERTIFICATE NO. & DATE OF EXPIRY

Amendment to Bidding Document under 'Conditions of Contract'

Page No. 39, Condition No. 8 TERMS OF DELIVERY to be amended to read as,

08 TERMS OF DELIVERY

- 8.1 All shipment should be made exclusively on vessels belonging to the Ceylon Shipping Corporation Ltd or those chartered by CSCL. Shipments on other vessels will be permitted in instances where vessel of the Ceylon Shipping Corporation Ltd do not call at the Port of shipment or if they are not available for time by 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.
- 8.2 SPC may nominate Independent Competent Authorities for issue of shipment Inspection Certificate (Certificate of Quality, Quantity and Loading) cost of such certificate should be borne by the supplier.
- 8.3 All items should be shipped to the destination and strictly conform to the delivery dates as per schedule I hereto marked
- 8.4 Delivery of all goods should be within the period of validity of the Letter of Credit, Except in exceptional circumstances no extensions will be granted. Cost of such extension in any would be borne by the supplier.
- 8.5 If the supplier fails to make deliveries within the time specified by the SPC (without prejudice to the other rights of SPC resulting from breach of the contract conditions) May be written notice to the supplier terminate the right of the supplier to proceed with any or all of the remaining part of the contract as provided for in clause 9.1 hereof in addition the SPC reserves the right to purchase from other sources any or all undelivered items and to recover excess costs from the supplier.
- 8.6 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 the grace period shall be considered for acceptance subject to a surcharge to the supplier as stated below ;
 - (a). A surcharge of 0.5% per day of the consignment value, calculated commencing from the 15th day up to 60th day delay from the due delivery date, as per the indent/PO or its' latest amended delivery schedules.
 - (b). When the delay exceeds 60days purchase order will be considered as automatically cancelled, on defaulted performance. In such a situation, MSD reserve the right to recover liquidated damages or to revoke the cancellation (eg. if payments have been released prior to such a cancellation), and accept the consignment subject to a 25% admin surcharge.
- 8.7 In case of local suppliers, requests may be made for supply of goods in more installments than indicated in Annex 1.

Page No. 39 Condition No. 9.2 (Payment) - To be amended to read as follows ;
All payments will be on confirmed irrevocable letter of credit payable at sight/credit.

Please refer Global Bid Document

B: [Global Tender - Bid Document for Pharmaceutical DPC](#)



PROCUREMENT NOTICE - GLOBAL

STATE PHARMACEUTICALS CORPORATION OF SRI LANKA

The Chairman, Procurement Committee of the State Pharmaceuticals Corporation of Sri Lanka will receive sealed bids for supply of following items to the Department of Health Services for year 2022.

Bid Number	Closing Date & Time	Item Description	Date of issue of Bidding Documents from	Non-refundable Bid Fee
DHS/P/WW/252/22	13.07.2021 at 9.00 a.m.	350,000 Ampoules of Midazolam Injection 5mg/1ml ampoule	01.06.2021	Rs. 3,000/= + 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 at the Head Office of the State Pharmaceuticals Corporation of Sri Lanka, "Mehewara Piyasa", 16th Floor, No. 41, Kirula Road, Colombo 5. These could be purchased on cash payment of a non-refundable Bid Fee per set as mentioned above. Offers received without enclosing original payment receipt are liable to be rejected.

Wherever applicable 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 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 DEPARTMENTAL PROCUREMENT COMMITTEE
STATE PHARMACEUTICALS CORPORATION OF SRI LANKA
"MEHEWARA PIYASA", 26TH FLOOR
NO. 41, KIRULA ROAD
COLOMBO 5.
SRI LANKA.

FAX : 00 94-11- 2582496
TELEPHONE : 00 94-11- 2582509
E-MAIL : pharma.manager@spc.lk

GENERAL MANAGER
STATE PHARMACEUTICALS CORPORATION OF SRI LANKA
FOR CHAIRMAN DEPARTMENTAL PROCUREMENT COMMITTEE
"MEHEWARA PIYASA", 26TH FLOOR
NO. 41, KIRULA ROAD
COLOMBO 5.

TENDER NO. : DHS/P/WW/252/22
DATE OF ISSUE : 1ST JUNE 2021
CLOSING DATE & TIME : 13TH JULY 2021 AT 09.00 HOURS SRI LANKA TIME

ORDER LIST NO. : 2022/SPC/N/R/P/00049

<u>SR No.</u>	<u>Item Description/ Specification</u>	<u>Quantity</u>	<u>Delivery</u>
01500902	<p>Midazolam inj. 5mg/1ml amp</p> <p>Midazolam Injection BP, 5mg in 1ml Each 1ml ampoule to contain 5mg of Midazolam BP in water for injection BP/USP containing Hydrochloric Acid for intravenous or intramuscular injection. OR Midazolam Maleate Injection 5mg in 1ml. Each 1ml ampoule to contain Midazolam Maleate equivalent to 5mg of Midazolam BP in water for injection BP/USP containing Hydrochloric Acid for intravenous or intramuscular injection.</p> <p>Note; 1.This injection should be stable for minimum of 24 months when stored at a temperature range of 28°C-32°C 2.This injection should comply with the "No 15.4(d) labelling for Anaesthetic products" of tender documents. 3.Injection should be protected from light. 4.Each ampoule should belabelled accordingly.</p> <p>Packing : 10 Ampoules in a box</p>	350,000 Ampoules	350,000 Ampoules – October 2022

Representative Tender samples to be submitted for the evaluation.

The amount of Bid Bond: LKR 147,700.00 or USD 741.00.

Bid Bond should be submitted with valid up to 08.02.2022 together with the bid

Bid should be valid till 09.01.2022.

Non refundable Bid Fee Rs. 3,000.00 + Taxes should be paid in cash to SPC for each set of Tender Documents.

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

CONDITIONS OF SUPPLY

(a) Part A

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

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

4. The number of batches per consignment shall be minimal. Batch quantity shall be an equal multiple of the quantity of the consignment and the proportionate size of the batch quantity shall be not less than 15% of the quantity in the consignment.
5. If MSD decides to accept a part or full consignment, with deviations from certain tender conditions (eg: with regard to labeling/packaging etc.) due to an urgency, that shall be done subject to, either rectifying the defect within 05 working days by the supplier, or recovering the total cost [a] of rectifying the defect by MSD (via a duly contracted third party providing such services), from the supplier with a 25% surcharge on the labeling cost. (total charge = $[a] + [a] \times 0.25$) or 2% of the invoiced value, whichever is the highest.

All possible tender deviations such as Packing, labeling, delivery schedule, storage status, payment mode & conditions, etc., shall be communicated and agreed upon before accepting the tender award by the supplier. Noncompliance of same shall be considered as tender violations, to apply penalty (as clause No. 36).

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

Shelf life & Warrantees.

7. Freshly manufactured stocks of the product shall be supplied; thereby the residual Shelf Life (shelf life remaining at the time of delivery of goods at the MSD stores/ Sri Lanka) of the product, shall be 85% of the product shelf life specified in the 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 is 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 $1/6^{\text{th}}$ (one sixth) of the original product shelf life.
 - (b) In the violation of the above tender condition, SPC/MSD reserves the right to accept a reduced quantity, that is usable (as per the consumption rate) up to three months before the expiry of same and will subject to application of a penalty (as clause No. 36).

Standards & Quality

8. Standards; In respect of all Pharmaceutical products supplied, shall comply Pharmacopoeial Standards that are indicated in the item specifications, other Pharmacopoeial Standards accepted in the product registration by the National Medicines Regulatory Authority.
9. As per the product registration dossier approved by NMRA, the product information leaflet (PIL) for the Pharmaceutical 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.
10. Withdrawal from use of items due to quality failure found as manufacturer/s fault:
 - (a). In case of batch withdrawal, value of entire batch quantity supplied shall be 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 surcharged 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 or shall conform to the information submitted for waiver of registration granted by NMRA in exceptional circumstances.(refer clause No.23)

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.
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. (to be selectively applied for Surgical & Lab items, depending on availability of testing methodology & facilities).

If the sample is found to be substandard, random batch samples will be tested from all the batches/lots in the consignment, and entire expenses on such tests, like value of samples, transport, sampling & testing charges, etc, will be recovered from the supplier.
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. In respect of bulk packs (not applicable for blister/strip packs), 'DHS' mark shall be ;
 - (a). embossed or printed in case of tablets
 - (b). printed in case of capsulesAbove condition can be waved off, if the quantity in the purchase order is less than 100,000 tablets/capsules, (any exemptions to this condition, is notified in the relevant MSD order list)
16. Each; innermost pack, vial/ampoule, pre-filled syringe or bottle, shall bear the item Description, SR No, Batch No/Lot no., Reference/Catalogue no.(not for pharmaceuticals), Date of Manufacture, Date of Expiry and 'STATE LOGO' of Government of Sri Lanka.
It is essential to include and exactly match the dates of Expiry (& date of Manufacture (in any form as 'Year & Month' or 'No Exp.'), in the innermost pack and supplier's invoice.
(Applicability of the innermost pack mentioned in this clause shall be adapted as per the pack specified in the specification.)
17. Description of the Item, SR No, Date of Manufacture, Date of Expiry, Batch No, Name and address of manufacturer and 'STATE LOGO' of Sri Lanka Government shall be clearly marked on the outer covering of the individual/innermost pack containing the minimum unit of measure, including blister & strip cards and on the outer cover of the carton/box.
Any deviations of the Date of Manufacture (DOM)/ Date of Expiry (DOE) declared in the offer shall be approved by MSD and DOM & DOE shall consist of at least the year & month.
18. 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.
19. 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).
20. 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

21. 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 °C +/- 2 °C temperature and 75% +/-5% relative humidity. The product storage conditions shall be clearly indicated at all levels of labels/packages/boxes.
22. Maintenance of Cold Chain;
 - a. In case of cold storage items, cold chain monitors (temperature recording devices) shall be included for each carton and the cold chain shall be maintained according to the manufacturer's instructions during storage, transport and delivery.

- b. Supplier shall use suitable prominently visible identification marks of international standard, with appropriate colours and sizes for easy identification of cold cargo. Supplier shall use standardized USB Devices for temperature data logging inside the packages and shall provide free of charge, data logger readers &/ software (reading apps compatible with Windows-07/latest) to wharf department of SPC in advance, to enable examining the maintenance of cold chain in transit, and before taking over the consignment by MSD.
 - c. If the cold chain break is observed at the time of taking over the consignments by MSD, such consignments shall be rejected, indicating the reason on the relevant WDN or copy of the delivery documents. In such an event, the SPC shall arrange necessary cold storage for the consignment until 'observed cold chain break' is investigated leading to acceptance / total rejection of consignment and the expenses 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 cold chain maintenance, to arrive in Sri Lanka during Monday to Thursday to avoid additional demurrage & storage charges during weekends, during which MSD stores is closed. In case of non-compliance of this condition, any additional expenses incurred to MSD and SPC, to Custom clear/store/receive such consignments shall be recovered from the supplier.
23. In respect of the products requiring controlled temperature storage (Eg. < 25 °C, 2-25 °C, 15-20 °C /30 °C, 2-8 °C etc.), supplier shall provide MSD with latest product stability study reports with the invoice of the consignment.(report shall include studies; at 30 °C +/- 2 °C & 75% +/- 5% RH for AC stored items and at 25 °C +/- 2 °C & 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

24. 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. 26 on delayed deliveries, shall be applied.

25. 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.
26. Defaulted consignments with respect to delivery schedule shall only be considered for acceptance, subject to a penalty imposed for the delay due to suppliers fault, allowing a grace period up to two weeks. Consignments delivered after that grace period shall be considered for acceptance subject to a penalty to the supplier as described below ;
- (a). A penalty of 0.5% per day of the consignment value, calculated commencing from the 15th day up to 60th day delay from the due delivery date, as per the indent/PO or its? latest amended delivery schedules.
 - (b). When the delay exceeds 60 days purchase order will be considered as automatically cancelled, on defaulted performance. In such a situation, MSD reserve the right to recover liquidated damages or to revoke the cancellation (eg. if payments have been released prior to such a cancellation), and accept the consignment subject to a 25% admin surcharge.

27. (i). If any local purchases were to be made by MSD/SPC to ensure continuity of supply (due to noncompliance of Indent/PO/its' amended; delivery schedule); in the ensuing period inclusive of the grace period for delivery from due delivery date, extra expenditure incurred on such local purchases, over the landed cost of relevant SPC main order, shall be recovered from the supplier.
- (ii). If a delivery defaulted (violating delivery schedule in the indent/PO) SPC supplier/his local agent, who participate in an urgent local purchase tender of SPC or MSD for the same item, quoting the same product or any similar product, is bound to supply the local purchase order at the landed cost of the defaulted SPC main order. In violations of the same, the cost difference will be set off from the payments to the supplier of the corresponding SPC main order.
28. In respect of local manufacturers/ local suppliers, all deliveries shall be made only on week days excluding public holidays, also allowing adequate time to enable the completion of the receiving process at MSD stores before 3.30 p.m.
In the event of failure to meet this deadline due to supplier/s fault (eg. In delivery; time, product, document, etc.) goods shall be accepted on the following working day, such date shall be counted for working out penalties as per No. 26 (regarding defaulted consignment) of the conditions of supply.
- As an alternative, supplier can request MSD to take over the consignment on the same day, subject to settling all adl. expenses (i.e. staff OT, forklift charge, etc.) of MSD, by the supplier.
29. The extension of L/C's overstepping delivery schedules in the Indent/PO/its' amendments, shall not in any way affect the recovery of late delivery charges, as per Condition No. 26 (regarding defaulted consignments) and any other direct or indirect additional costs/liquidated damages, relating/consequent to extension of L/C.
30. When adequate storage space is not available at MSD, to accept a delivery defaulted consignment (deviating from the delivery schedule in the Indent/PO/its' amendments) under the condition No. 26, 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

31. 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.
32. One of the tender samples of the selected bid shall be forwarded to MSD, for using as a reference sample (can make it; a part of the last consignment or a returnable to supplier) for checking the conformity of the consignments received under the indent/PO.(applicable for all surgical items and regular category of laboratory items, when specified in respective order lists).
The artwork of the; specimen labels, minimum pack and outer most box/shipper carton, that satisfies the above mentioned labeling conditions, shall also be provided before signing the contract with the performance bond.
33. 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.
34. 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 clause 26 will not be applicable.

Common conditions

35. In addition to the general conditions of supply given herein, item/order-list specific amendments, exclusions or additions to the same, stated in the covering letter of the order list and any other relevant conditions as per the tender document issued by SPC, are also applicable. The order/item specific; new conditions or amendments to General Order Conditions, will be included in the order list itself and as a remark entry in the MSMIS order records.
36. Administrative surcharge of 25%(on the value of goods), will be applied for tender condition violations that cause deficiencies in supply with respect to; quality, standards & specifications, short packing & short supply or delayed delivery as per the cabinet decision. (eg. As in conditions No. 07,05,09,12)

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

(b) Part B –Special Order Conditions (SOC) of supply

Note : SOC's 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. & S.R. No.s, shall be indicated separately against each clause of SOC, with the counter signature of Director (MSD) to make it effective.

Special Conditions for Bidding :

1. Offers should be accompanied with the valid registration certificate (Notary Certified) issued by the National Medicines Regulatory Authority in Sri Lanka formerly Cosmetic Devices and Drugs Authority.
2. Offered item should bear our SR number.
3. If awarded supplier is unable to adhere to 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.
4. **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.**

Comparison of foreign offer and local offer made on Imports & Supply basis will be compared as follows.

Local offers which are for Import & Supply basis will be divided by a hypothetical value for comparison of offers against C & F value based on the HS Code of the item as determined by SPC.

5. **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 Tenders" of the tender document in this regard.**
6. 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. The volume of the total quantity of each item should be given in cubic meters (m³).
7. 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.

Sufficient quantity of Samples should be forwarded for evaluation

8. The original payment receipt for purchasing the bidding document has to be annexed to the offer. Offers without same will be rejected.

9. Procurement Committee has the authority to decide whether pre-shipment/ pre delivery/post delivery samples to be tested. In such cases the supplier will have to bear the cost of testing samples.
10. The bid submitted should be duly signed and endorsed by the Bidder/ Tenderer himself (with the name and designation of the signatory) or by the representative. Representatives submitting offers on behalf of their principals should submit a letter of authorization and power of attorney (if signing on behalf of the principals) and also should submit documentary proof on their registration as per the Act. No. 03 of 1987 with the Department of the Registrar of Companies – Sri Lanka (where applicable).
11. The successful supplier should agree to dispatch by fax/courier a full set of copy document to SPC at least 3 days prior to arrival of consignment in Sri Lanka to prevent any delay in clearance.
Demurrage /additional charges if any which become payable due to supplier's failure to comply with this requirement will be claimed from the supplier.
12. In the event of an award made to you on this tender, SPC reserves 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.**
13. **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.**
14. The recommended storage mentioned on the product label should be maintained at transit also and storage condition should be clearly showed on Bill of Lading/Airway Bill and invoice.
- 15. 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.**
16. All shipments 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 vessel of the Ceylon Shipping Corporation do not call at the Port of shipment or if they are not available for time by shipment of cargo, in which event the supplier should attached a waiver certificate issued by Ceylon Shipping Corporation or their **Authorized Agent in the Supplier's Country.**
17. SPC reserves the right to reject offers which do not comply with above conditions.

Amendments to the Bidding Documents for procurement of pharmaceuticals for the Department of Health Services of Government of Sri Lanka (Blue Book). (DPC)

Address to be read as "State Pharmaceuticals Corporation of Sri Lanka, "Mehewara Piyasa", 16th Floor, No. 41, Kirula Road, Colombo 5" mentioned in all specified clauses

Terms and Conditions of Bid/Instructions to Bidders

Page No. 6 Condition No. 8 (BONDS/GUARANTEES) to be amended to read as follows:

- 08.1 Bidders should furnish an unconditional Bid Bond as per **Annex III** encashable on first written demand to the value stated against each item in the **Annex 1** of the Bidding Document.
Bid Bond should be submitted together with the Bid or to reach SPC on or before the closing date and time of Bid. Bids submitted without Bid Bonds, will not be considered.
- 08.2 The Bid Bond should be valid for at least 30 days beyond the validity of the Bid. The amount of bid bond and the date until which the bid should be valid is indicated in the Annex I.

Page No. 8 Condition No. 12 FREE REPLACEMENT to be amended to read as follows:

FREE REPLACEMENT/ REIMBURSEMENT

Page No. 8 Condition No. 12.2 under the Para b) 2nd line delete the words '**replaced or**'

Page No. 14 Condition No. 20 (REGISTRATION) 20.1 (b) to be amended to read as follows:

- (b) **A Certified copy of the NMRA registration Certificate certified by Attorney-at-Law, Commissioner of Oaths or Justice of Peace should be submitted along with the bid.**

Page No. 16 Condition No. 22 (TESTING OF BATCH SAMPLES) 22.1 to be amended to read as follows:

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

Page No. 23 SPECIMEN OF ANNEX – 1 to be amended to read as follows:

<u>ANNEX – 1</u>			
BID NO./BID REFERENCE : (TENDER NO.)			
DATE OF ISSUE :			
CLOSING DATE & TIME : (SRI LANKAN TIME) :			
<hr/>			
<u>ORDER LIST NO. :</u>			
SR No.	Item Description/Specifications	Quantity	Delivery Schedule
<p>..... Nos of Representative samples for the item to be submitted for the evaluation as tender samples.</p> <p>Amount of Bid Bond : LKR or USD to be submitted along with the Bid</p> <p>Bid Bond valid till (date)</p> <p>Bid validity period : Bid should be valid till (date)</p> <p>Bid Document Fee :</p> <p>(should be paid in cash to SPC for each set of Bid Documents).</p> <p><u>MSD CONDITIONS OF SUPPLY</u></p> <p>1.</p> <p>2.</p>			

<p style="text-align: center;">BID FOR THE SUPPLY OF BID NO./BID REFERENCE</p>
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Heading of 2 nd Column	FULL DESCRIPTION OF ITEM OFFERED, THE STANDARD AND STORAGE TEMPERATURE
Heading of 11 th Column	NMRA REGISTRATION CERTIFICATE NO. & DATE OF EXPIRY

Amendment to Bidding Document under 'Conditions of Contract'

Page No. 39, Condition No. 8 TERMS OF DELIVERY to be amended to read as,

08 TERMS OF DELIVERY

- 8.1 All shipment should be made exclusively on vessels belonging to the Ceylon Shipping Corporation Ltd or those chartered by CSCL. Shipments on other vessels will be permitted in instances where vessel of the Ceylon Shipping Corporation Ltd do not call at the Port of shipment or if they are not available for time by 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.
- 8.2 SPC may nominate Independent Competent Authorities for issue of shipment Inspection Certificate (Certificate of Quality, Quantity and Loading) cost of such certificate should be borne by the supplier.
- 8.3 All items should be shipped to the destination and strictly conform to the delivery dates as per schedule I hereto marked
- 8.4 Delivery of all goods should be within the period of validity of the Letter of Credit, Except in exceptional circumstances no extensions will be granted. Cost of such extension in any would be borne by the supplier.
- 8.5 If the supplier fails to make deliveries within the time specified by the SPC (without prejudice to the other rights of SPC resulting from breach of the contract conditions) May be written notice to the supplier terminate the right of the supplier to proceed with any or all of the remaining part of the contract as provided for in clause 9.1 hereof in addition the SPC reserves the right to purchase from other sources any or all undelivered items and to recover excess costs from the supplier.
- 8.6 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 the grace period shall be considered for acceptance subject to a surcharge to the supplier as stated below ;
 - (a). A surcharge of 0.5% per day of the consignment value, calculated commencing from the 15th day up to 60th day delay from the due delivery date, as per the indent/PO or its' latest amended delivery schedules.
 - (b). When the delay exceeds 60days purchase order will be considered as automatically cancelled, on defaulted performance. In such a situation, MSD reserve the right to recover liquidated damages or to revoke the cancellation (eg. if payments have been released prior to such a cancellation), and accept the consignment subject to a 25% admin surcharge.
- 8.7 In case of local suppliers, requests may be made for supply of goods in more installments than indicated in Annex 1.

Page No. 39 Condition No. 9.2 (Payment) - To be amended to read as follows ;
All payments will be on confirmed irrevocable letter of credit payable at sight/credit.

Please refer Global Bid Document

B: [Global Tender - Bid Document for Pharmaceutical DPC](#)