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 2026.

Bid Number	Closing Date & Time	Item Description	Date of issue of Bidding Documents from	Non-refundable Bid Fee
DHS/P/NCB/01/2025	03.02.2026 at 9.00 a.m.	15,000,000 ml of Methyl Salicylate	20.01.2026	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 authorized representatives will be permitted to be present at the time of opening of Bids.

CHAIRMAN DEPARTMENTAL PROCUREMENT COMMITTEE
STATE PHARMACEUTICALS CORPORATION OF SRI LANKA
"MEHEWARA PIYASA", 16TH FLOOR
NO. 41, KIRULA ROAD
COLOMBO 5.
SRI LANKA.

FAX : 00 94-11- 2344082
TELEPHONE : 00 94-11- 2326227
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.

Dear Sirs,

PROCUREMENT DOCUMENT FOR INVITATION OF NATIONAL COMPETITIVE BIDDING (NCB) FOR THE SUPPLY OF PHARMACEUTICALS

PROCUREMENT NO. / PROCUREMENT REFERENCE : DHS/P/NCB/01/2025
CLOSING AT 9.00 am SRI LANKA TIME ON : 03.02.2026

TERMS AND CONDITIONS OF BID/INSTRUCTIONS TO BIDDERS

01. INTRODUCTION

01.1 The State Pharmaceuticals Corporation (SPC) of Sri Lanka is a fully Sri Lanka Government owned organization engaged in the procurement of Pharmaceuticals, Surgical Consumables, Surgical non-consumables, Laboratory Items, Reagents and Raw materials etc., for its own stocks and distribution for use in all Government Hospitals of the Department of Health Services, and hospitals under the provincial Councils through Medical Supplies Division (MSD).

01.2 All products imported into Sri Lanka should be registered with the National Medicines Regulatory Authority (NMRA) of Sri Lanka, where applicable.
Therefore, all prospective Bidders should advise their Local Representatives to attend to such Registration.

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

02. INVITATION TO BID

02.1 The Chairman, Procurement Committee, State Pharmaceuticals Corporation of Sri Lanka will receive sealed Bids, for the procurement of the pharmaceuticals & Surgical Consumables, Surgical non-Consumables, laboratory Items, reagents & raw material etc. given in the **Annexure – 1** and deadline for the submission of bids will be as specified therein.

02.2 Foreign and Local Manufacturers/ Suppliers or their Accredited Agents/ Representatives for Sri Lankan Market are eligible to bid. If Bidder is not the manufacturer, bidder should provide valid Letter of Authorization from the manufacturer.

02.3 The item/items offered should have a valid registration from NMRA where applicable & same should be attached to the Bid.

02.4 The Bids from local manufacturers/suppliers should be inclusive of Supply & Delivery within Colombo Municipal Limits to Medical Supplies Division.

02.5 This Procurement is covered by Procurement Guideline 2024 (Goods, works & non consulting Services) and Guidelines for Procurement of Pharmaceuticals and Medical Devices of a consumable nature 2022 issued by the Ministry of Finance, Economic Stabilization and National policies Ministry of Health of Government of Sri Lanka, subject to modification and/or amendments made into it or will be made in to it, by the respective authorities from time to time.

02.6 The Bidders could quote for one or more items indicated in the Annexure– 1 and they could submit only one Bid for each item/items.

NOTE: If supplier / Bidder is providing a copy of Letter of Authorization, NMRA Registration certificate; same should be attested by an Attorney at Law or Notary Public, as the provided a document is a "true copy of the original seen by him/her".

3. SUBMISSION OF BID

03.1 Bids shall be submitted in two envelops one Original and one Duplicate sealed separately and marked as 'Original' and 'Duplicate' respectively. Both envelopes shall together be enclosed in one envelope sealed and addressed to: The Chairman, Departmental Procurement Committee, State Pharmaceuticals Corporation of Sri Lanka, "Mehewara Piyasa", 16th Floor, No.41, Kirula Road, Colombo 05, Sri Lanka.

03.2 Sealed Bids, may be dispatched either by registered post to the address given above or deposited in the Tender Box kept for the purpose at the Administration Department of the above address to receive on or before the closing date and time.

03.3 Fax/E-mail offers directly sent to State Pharmaceuticals Corporation are not acceptable.

03.4 The left hand top-corner of the envelope should indicate the Bid reference and the closing date and time of bid.

03.5 The original payment receipt for purchasing the bidding document has to be annexed to the offer/Bid. Offers/Bids without same will be rejected.

03.6 Bids should be received on or before the closing date and time specified in Annexure1. Late Bids will not be accepted and will be returned unopened.

03.7 The Corporation shall NOT accept responsibility for the Bid misplacements or premature opening of bids if the cover has not been marked as given above, (Para 03.5) and/ or not deposited in the correct Tender box.

03.8 Sealed samples with the correct Bid reference should be sent to SPC to be received on or before the closing date & time on the closing date of Bid, as specified in para 2.1 and acknowledgement receipt to be obtained from the Administration Department of SPC, and the receipt should be attached to the bid. Samples should be sent separately and should not be enclosed with the bid. (Even past suppliers other than the present supplier are liable to submit representative samples as specified therein.), Bid evaluation committee may consider calling samples after closing of tender if necessary.

03.9 Bidder should certify genuineness of all the documents submitted with the bid by an affidavit. It is necessary to list out each and every document attached to the bid in the said affidavit.

NOTE:

01. Bids should be submitted as per the format given in the bid document of SPC (Annexure 2A and 2B)

02. The items offered should strictly be in compliance with the specifications at Annexure 1.

03. All bidders shall furnish an unconditional Bid Bond, encashable on demand, to the value specified in Annexure 1.

04. The Bids that do not conform or non-responsive to the Terms and Conditions given herewith, will be rejected.

05. Bid Bond should be addressed to Chairman State Pharmaceuticals Corporation

4.FORMAT OF BID

04.1 Bids should be submitted according to the format given in **Annexure 2A & 2B.**

04.2 Offered items should bear both the SR number and the Item number.

04.3 However at the Bid opening, only the item number will be read out. Therefore, price quoted should be shown against each item number.

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

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

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

04.7 The Relevant Procurement committee reserves the right to reject any bid which do not conform to the specifications given and/ or not responsive in any manner at any time, if such non-conformity or non-responsiveness disclosed.

04.8 Bids should be signed by the principal bidder or by a personnel authorized by the principal bidder through a Power of Attorney or a Board Resolution authorizing the signatory to sign the Form of Bid. The original or a duly certified copy of such Power of Attorney or the Board resolution should be submitted along with the bid. The Name & the Designation of the signatory must be mentioned.

If the Power od Attorney is executed in Sri Lanka. It shall be executed before two witnesses and attested by a Notary Public.
Or
Any Power of Attorney executed outside Sri Lanka, it shall be executed before two witnesses and ambassador or a high commissioner, or a diplomatic officer or a consular officer or a person (Attorney-at-Law) who is authorized to attest such power of attorney according to the law of relevant country.
And
Any Power of Attorney shall be duly registered with the Registrar General's Department of Sri Lanka.

In the case of a Joint Venture (JV), the JV agreement or a letter indication the intension to form a JV shall be submitted, In the case of a sole proprietorship, the Form o Bid shall be signed by the sole proprietor. In the case of a partnership, if the Form of Bid is not signed by all partners,

it shall be accompanied by a Power of Attorney signed by the non-signing partners authorizing the signing partners. In the case of a Company limited by liability, the for of Bid shall be signed by a person authorized by a Board Resolution.

NOTE:

1. ***Any Document stipulated in the Procurement Guideline 2024 Goods works & Non consultant Services and Guidelines for Procurement of Pharmaceuticals and medical Devices of a consumable nature 2022 (including power of attorney) should be submitted at the time of bidding.***
2. ***A letter of authorization should be submitted during the procurement process before awarding the contract***
3. ***Scan document will be accepted at the time of bidding; however, original document (with a wet ink signature) should be submitted during the procurement process before awarding the contract.***

05. BI set of

06. VALIDITY OF OFFER

06.1 Bidders should keep their offers valid for acceptance for a period of at least **180 days** (one hundred and eighty days) from the date of closing of Bid. Or Date until which the Bid should be valid as indicated in the Annexure I. No increase in price will be permitted after opening of bid.

06.2 However, the relevant PC may solicit the bidder's consent to extend validity of offer and if the bidder agrees to such request, the validity of the Bid Bond should also be extended accordingly. The bidder will not be permitted to modify or amend his bid if validity is extended.

07. BID OPENING

07.1 Bids will be opened immediately after closing, at the Head Office of the State Pharmaceuticals Corporation at "Mehewara Piyasa", 16th Floor, No.41, Kirula Road, Colombo 5, Sri Lanka at the date and time specified in **Annexure 1**.

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

07.3 Only the bid marked 'Original' will be opened at the time of Bid opening.

07.4 The Bid Opening Committee who opens the bids will read out (or cause to be read out) to those present, the name of each Bidder as well as the amount quoted together with discounts, if any.

07.5 Whether or not a Bid Bond has been submitted, and the amount of Bid Bond if submitted shall also be announced. Details of the make-up of any Bid will not be read out.

07.6 Any other detail which the Bid Opening Committee determines as necessary will be read out.

08. BONDS/GUARANTEES

(a) Bid Bond

08.1 Bidders should furnish an unconditional Bid Bond addressed to the Chairman SPC as per **Annexure 3** encashable on first written demand to the value stated against each item in the **Annexure 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 Annexure 1.

08.3 The Bid Bond shall be as per specimen at **Annexure 3** and shall be issued by one of the following institutions.

a) A local commercial bank approved by the Central Bank of Sri Lanka, which is operating in Sri Lanka.
b) A foreign commercial bank operating in Sri Lanka, which is approved by the Central Bank of Sri Lanka.
c) A foreign bank operating outside of Sri Lanka, provided that the relevant Bank Guarantee is confirmed by a local or foreign bank operating in Sri Lanka, which is approved by the Central Bank of Sri Lanka.

d) A cash deposit equivalent to the Bid Bond value stated against each item in Annexure 1 can be submitted as bid security. In such instances where a cash deposit is made by the bidder, the original receipt of the deposit must be submitted along with the bid.

08.4 When the bid bond is issued in a currency different from the currency of the bid price, the applicable exchange rate for determining compliance with the bid bond value shall be the selling rate of the relevant currency published by the Central Bank of Sri Lanka as of the bid issuing date specified in Annexure 1.

08.5 Master Bid Bonds are not acceptable.

08.6 Bids which do not comply with this requirement will be rejected. As per para 06.2, if relevant Procurement Committee make a request to extend the validity of the Bid Bond the bidder may have to honor that request.

(b) PERFORMANCE BOND

08.7 The successful Bidder shall within 14 days from the notification of award should submit an unconditional Performance Bond addressed to Chairman SPC, up to 10% of the total value of award.
Failure to comply with this request shall constitute sufficient grounds for the Corporation to cancel such award and forfeit the Bid Bond/Security.

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

08.9 The Performance Bond shall be as per specimen **Annexure 4 -** and shall be issued by one of the institutions given at para 8.3.

08.10 Claims on the Performance Bond will be made by the Corporation on the very first instance the supplier fails to comply with the terms and conditions of Bid/Indent/Agreement and L/C.

08.11 In case of forfeiture of Performance Bond on delaying delivery of the 1st lot, the supply of subsequent Lots (if any) should be decided with the consent of relevant Procurement Committee Provided the supplier submits a fresh Bond for 10% of contract value.

NOTE:

1. **Validity of the Performance Bond should be minimum 30days beyond the last delivery date stipulated in the Indent. In the event of any extension request by SPC, supplier should comply.**

2. **All the performance Bond should be addressed to Chairman State Pharmaceuticals Corporation of Sri Lanka.**

09. FORCE MAJEURE

Please See Annexure 6 Clause No 18 Under force Majeure.

10. ASSIGNMENT OF CONTRACT

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

11. FRESH STOCKS (Where Applicable)

11.1 Supplies should be from fresh stocks manufactured recently conforming to the stipulated specifications and shelf life in Annexure1. However, shelf life remaining at the time of receipt of goods at Medical Supplies Division, Sri Lanka should be greater than **85%** out of the total shelf life of the product.

11.2 Corporation reserves the right to call for free replacement of goods supplied with inadequate residual shelf life, or reject such consignment and refrain from its clearance from the Port.

11.3 Please See Annexure 6 under Clause No 02 "Goods"

12. FREE REPLCEMENTS / REIMBURSEMENTS

12.1. Please see clause No. 3 in Annexure No. 6 under **"Reimbursement or replacement of cost due to quality issues"**.

13. DELIVERY:

Please see clause no. 7 in Annexure No. 6 under **"Terms of Delivery"**.

14. PACKING & STORAGE/ CONDITIONS

Please see Clause No. 04 in Annexure No. 6, under **"Packing / storage and Temperature (where applicable)".**

15. LABELLING

Please see Clouse No. 5 & 6 in Annexure No. 6 under "labelling where applicable".

16. BID PRICE & CURRENCY

16.1 All local suppliers/manufacturers should quote in LKR or any acceptable foreign currency for the total delivery price to MSD stores.

NOTE: Bid for the supply of goods, Manufactured in Sri Lanka could Be quoted in terms of para 2.4. Quantum of Domestic Preference will be governed by the circulars and guide lines of the General Treasury applicable at the Bid closure (Annexure7). All bidders offering goods manufactured in Sri Lanka should complete and submit enclosed with "Domestic Value-added form" along with Annexure 5. Bidders should support their claims to Domestic Preference with documentary proof.

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

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

17.1 The Country of Origin, Port of Shipment and Name of Manufacturer should be given in the quotation for each item offered. (Country of origin & the manufacture should be tally with the NMRA registration)

18. QUALITY CERTIFICATE (WHERE APPLICABLE)

18.1 (a) Corporation reserves the right to nominate Independent Competent Authorities for the issue of pre-shipment Certification (Certificate of Quality, Quantity and Loading). In such an event, the cost of such certification must be borne by the supplier and should be included in the Bid (Annexure2B).
(b) The Secretary, Ministry of Health, Sri Lanka reserves the right to nominate suitable persons to inspect the production and quality control facilities of bidders and manufacturers and their records. Bidders, who refuse permission to our nominees to carry out such an audit will be automatically disqualified.
(c) The expenses involved in the inspections should be born by the manufacturer/ supplier.

18.2 Bidders should conform and should submit the results of the Dissolution and Bio-equivalence for products when specified in the item description.

19. WHO CERTIFICATION SCHEME FOR QUALITY OF PHARMACEUTICAL PRODUCTS MOVING IN INTERNATIONAL COMMERCE (IF APPLICABLE)

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

(b) The certificate of Pharmaceutical Product or the Free Sales Certificate should also certify that the Manufacturing Plant in which the product is produced is subject to inspection at suitable intervals, and that the manufacturer conforms to the requirement for Good Practices in manufacture and quality control as recommended by the World Health Organization in respect of products to be sold or distributed within the country of origin or to be exported.

(c) All batches offered should conform to the requirements of the Competent Authority for sale or distribution within the country of manufacture or where appropriate to published specifications, e.g.: BP/USP or to established specifications provided by the manufacturer. These certificates should indicate the name and dosage form of the product, the batch number, the date of manufacture, date of expiry, storage conditions, date of packaging, labeling, nature of the container, results of analysis and other data (BATCH CERTIFICATES).

20. REGISTRATION WITH THE NATIONAL MEDICINES REGULATORY AUTHORITY (NMRA) (WHERE APPLICABLE)

20.1 (a) All Products imported to Sri Lanka should be registered with the National Medicines Regulatory Authority of Sri Lanka (Please see para 01.3).
Therefore, all Prospective Bidders should advise their Local Representatives to attend to such Registration.

(b) A Certified copy of the NMRA registration Certificate certified by Attorney-at-Law or notary public should be submitted along with the Bid or during the procurement

process, before awarding the contract.

NOTE:
If the bidder submits evidence that the bidders authorized local agent has applied for renewal of registration at least six months before the date of expiry of the current registration, deemed sufficient to satisfy the requirement of registration.

21. SAMPLES (WERE APPLICABLE)

21.1 Representative samples in respect of items offered should be submitted to SPC, clearly indicating the word "sample", the bid reference/bid number, SR No. name of the bidder, closing date & time on the outer pack / envelope.

21.2 Samples should be submitted to reach SPC on or before the closing date & time of bids and an acknowledgement receipt should be obtained from the Administration Department of SPC and the receipt should be attached to the bid.

21.3 All Prospective bidders are advised to submit their samples through their Local Agents if any to ensure compliance with this request. Even past suppliers other than the present supplier are liable to submit representative samples as specified therein.

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

21.5 The Supplier should send samples to "STATE PHARMACEUTICALS CORPORATION OF SRI LANKA, "MEHEWARA PIYASA", 16th FLOOR, NO. 41, KIRULA ROAD, COLOMBO 05, SRI LANKA." With the outer pack marked with Bid Reference, closing date and time indicating the words 'Sample'. All relevant documents and all sample packs should bear the Bid Reference.

21.6 All samples (except bulk drugs or raw materials) must be in their original trade containers properly labeled in the English Language and should be according to section 15.1 of this document.

21.7 Samples should not be included in the envelope carrying the Bid. Samples should be sent separately to the Administration Department of the SPC. Bidders are advised to attach Sample Submission Acknowledgement Receipt with the Bid.

21.8 Evaluation of samples are done as per specifications **(Annexure 1)** published with the bidding documents.

21.9 Quantities of Samples required (should be in their original trade containers Except for Raw Materials or Chemicals).

a) Tablets or Capsules Minimum: 3 containers and Minimum 300 tablets/capsules.
b) Parenteral Preparations Injections - 3 innermost packs
c) Powder for injections - 3 innermost packs
d) Intravenous Infusions, Concentrated solutions for Injections - 3 innermost packs
e) Vaccine and Serum Analysis - 3 innermost packs
f) Eye Drops/Ear Drops Nasal Drops - 3 containers
g) Ointment/ cream/ Oral / liquids/ Dusting Powder - 3 containers
h) Solution/ Syrups/ Pressurized Inhalations - 3 containers
i) Extracts / Tinctures - 3 containers
j) Pessaries / Suppositories - 3 trade packs
k) Waxes - 200g X 3

21.10 In case of quality failure reports / complaints samples are sent to NMQAL, for further analysis if analysis is possible at NMQAL. Minimum amount of dosage units required by the NMQAL is as follows.

Dosage Strength / Volume Sample Size

Tablets / Capsules	≤ 2mg	: 200 units ,
	>2mg	: 100 units
Infusions	≤ 200ml	: 20 units
	>200ml	: 15 units
Injections	≤ 3ml	: 85 units
	>3ml	: 50 units
Powder for Injections	≤ 2mg	: 85 units
	>2mg	: 65 units

Eye/ Ear Drops : 45 units
Mixtures / Elixirs : 06 units (unopened)
Applications / Tinctures : 02 units
Oral Rehydration Salts (ORS): 15 units

In case of requesting to test for microbial contamination or discoloration in bulk packs, at least two (02) unopened packs should be sent.

21.11 One of the tender samples of the selected bid shall be forwarded to MSD, for using as a reference sample (can make it as a part of the last consignments received under the Indent/PO applicable for all surgical items and regular category of laboratory item, when specified in respective order lists)

The images of the specimen labels, minimum pack and outer most box / shipper carton, that satisfies the above-mentioned labelling conditions, shall also be provided within 14 days of releasing the Indent by SPC

22. TESTING OF PRE-SHIPMENT SAMPLES

a) The Procurement Committee has the authority to decide whether pre-shipment samples are to be tested. If so, the supplier will have to bear the cost of testing.
b) If pre shipment samples fails the award will be cancelled.
c) In order to ensure the product to be sourced meet with the stipulated criteria, testing of pre-shipment samples is mandatory where a purchase of a particular item is being made for the first time from a supplier or where there are previous quality failures on goods supplied by a particular supplier, when decided by BEC/PC

23. TESTING OF BATCH SAMPLES

23.1 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 / any other Labs nominated by SPC / MSD 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.

23.2 Product Liability
(a) In the event of an order being placed, the supplier should indemnify the State Pharmaceuticals

Corporation of Sri Lanka against all product liability claims arising against the items supplied on his bid. e.g. incorrect labelling, deviation from agreed specifications etc.

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

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

24. PAYMENT (Letter of Credit/ Document against payment/ payment by cheque)

Please see Clause no. 08 in Annexure No. 6 under "payment".

25. PATENT RIGHTS (AND OTHER THIRD-PARTY RIGHTS) AND ROYALTIES

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

26. CONTRACT

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

27. EXAMINATION, EVALUATION AND COMPARISON OF OFFERS

27.1 Evaluation will be done as per bid forms (Annexure-2) and Bid evaluation summary sheet

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

Comparison of foreign offers and local offers 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.

i) **Preliminary examination**

a) The Bid received will be examined by the Bid Evaluation Committee appointed for each bid to determine whether they are complete, whether they are from eligible bidders, whether required bid bond has been furnished in required format, whether the document has been properly signed, whether there is only one offer, whether any computational errors and whether the samples are provided if required and whether the specimen Bid form at **Annexure 2 (A)** has been followed and the price schedule as per **Annexure 2 (B**) has been followed.

b) The detail evaluation will be done after the Preliminary examination, considering the responsiveness of each of **annexure 2(A), annexure 2(B) & annexure 2(C).**

ii) Prior to detailed evaluation

It will determine the substantial responsiveness of each offer to the bidding documents as pursuant to clause 27.2.(i). A substantially responsive bid is one, which conform to all the

conditions described in clause 27.2 (i) without any deviation. A bid determined as not substantially responsive will be rejected and may not subsequently be made responsive by the bidder by correction of the non-conformity.
The offers, which are previously determined to be substantially responsive to clauses 27.2 .i) , will be further evaluated.

iii) The Corporation will also examine the Bids in order to ensure the correctness of the Bids. Arithmetical errors, if any, will be corrected on the following basis;
   a) If Discrepancy is between Unit Price and Total Price, then the Unit Price shall prevail and the Total Price will be corrected.

   b) If Discrepancy is between words and figures, the amount in words will prevail.
   c) If a Discrepancy appears between the original bid and the duplicate, the original will prevail.

iv) All the items offered in Annexure 2B should conform strictly to the technical specifications set out in the Annexure1 of this document and will be taken in to account at the time of evaluation.

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

27.4 Bidders who refuse permission to corporation nominee to carry out such an audit will be automatically disqualified from the bid.

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

28. BID AWARD

28.1 The Corporation will notify the successful bidders by Fax and e-mail confirmed by a registered letter (letter of award) that his bid has been accepted.

28.2 Awards are made to suppliers taking into consideration among other factors; prices quoted, past performance, quality of samples, delivery offered, product registration etc.,

28.3 The State Pharmaceuticals Corporation Procurement Committee reserves to itself the right without question to -

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

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

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

29. BIDS FROM THOSE OTHER THAN MANUFACTURERS

Bids for supply of goods which are not manufactured by the bidder should be supported by a **Letter of Authorization** issued by the Manufacturer at the time of the bidding process (before awarding) indicating that the bidder has been authorized to supply the Goods. The bids which fail to comply with aforementioned documents will be rejected.

NOTE:
Supplier should adhere to all the terms and conditions stipulated in

1. **Procurement Guideline 2024 Goods works & Non consultant Services**
2. **Guidelines for Procurement of Pharmaceuticals and medical Devices of a consumable nature 2022**
3. **Bid Document**
4. **Indent / Purchase Order**
5. **Agreement**
6. **Letter of Credit**

30. ALTERNATIVE BIDS

If alternative bids are submitted, they should be in separate bid forms accompanied with separate bid securities with each bid and the bidder should mark the bids as "Original bid" and "Alternative bid". In such situations, only the Original Bid will be considered initially for evaluation.

31. TERMS AND CONDITIONS

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

32. NON – COLLUSION AFFIDAVIT

All bidders should submit a Non-collusion Affidavit along with the Bid, as per the format given in Annexure 08.

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

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

Yours faithfully
STATE PHARMACEUTICALS CORPORATION OF SRI LANKA

PROCUREMENT OFFICER
DHS – [PHARMACEUTICAL)

Telephone: (00) 94- 11 -
Fax: (00) 94 – 11 –
E-MAIL address :
CC :

Annexure 1

BID NO./BID REFERENCE DHS/P/NCB/01/2025

Closing on : 03.02.2026 **at 9.00 am**

MSD ORDER LIST NO. – 2025/SPC/L/R/P/00005

(A) Item No.	(B) SR Number	(C) Item Description/Specifications	(D) Quantity	(E) Delivery Schedule	(F) Bid Bond Value (LKR) & (USD)
01	01400101	**Methyl Salicylate** Methyl Salicylate BP/IP OR Methyl Salicylate USP-NF Pack: 500ml in well-closed, light resistant glass bottle Note: 01.The shelf life of the product should be minimum of 24 months	15,000,000 ml	100% - Immediately	LKR 648,000.00

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

Bid validity period: Bid should be valid till 02.08.2026 [As specified in the Procurement Guideline 2024]

Bid Bond valid till 01.09.2026 (date) [As specified in the Procurement Guideline 2024]

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

- **When the required value of the Bid Bond is not indicate in the column (F), Bid bond for such item(s) should be submitted amount to a minimum of 2% of the quoted value of the item(s) if the total quoted value of the same item(s) equal or exceed LKR 1million.**
- **Bidders should provide details regarding storage temperature accepted by NMRA when submitting bids.**

A non-refundable fee of LKR 12,500/= + taxes should be paid in cash to the SPC for each set of Tender Documents and attached it to the offer

MSD CONDITIONS OF SUPPLY

1. The product should have minimum of 12 months shelf life at the time of delivery at Medical Supplies Division or if deviated, prior approval should be obtain form Director, Medical Supplies Division.
2. To be supplied as per the delivery schedule indicated in the order list.
3. Description of Item, Date of Manufacture, Date of expiry, Batch No., Name and address of manufacturer should be clearly marked on the outer covering containing the item and on the outer cover of the carton/box.
4. Offers for any other economically viable pack sizes different from the specified pack sizes are acceptable with the prior approval of Director, Medical Supplies Division.

5. MSD Order List No., SPC indent No/Purchase order No, SR No, Description and storage condition of Item shall be indicated in all Supply Invoices.

6. Storage condition of the items should be clearly indicated in the inner most and outer most carton labels.

7. Cold chain should be maintained according to the manufacture's instructions during storage, transport and delivery.

8. Delivery of the items is to be made to Medical Supplies Division warehouses at above address free of charge.

9. Withdrawal from use of items due to quality failures:

   a). In case of batch withdrawal due to quality failure, the supplier/manufacturer shall reimburse the value of entire batch quantity supplied.

   b). In case product withdrawal due to quality failure, the supplier/manufacturer shall reimburse the value of entire product quantity supplied.

   c). In the event of either a) or b) above the supplier/manufacturer shall be surcharged additional 25% of the total value concerned as administrative cost.

10. Standards – Any other Pharmaceutical Standard accepted by Cosmetics, Devices and Drugs Regulatory Authority Sri Lanka for registration of a pharmaceutical item is also acceptable.

11. In the event that item is awarded to unregistered bidder, the NOL/PUL issued by NMRA should be submitted when item is delivered. If not, payment will not be released for the delivered item.

12. Delivery of the SPC main order(s) should be considered at the time of releasing the indent/Purchase order of the local purchase. As such responsible for overlapping of above both orders should bear by the SPC.

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

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

14. In addition to the condition given herein any other relevant conditions as per the tender document issued by SPC are also applicable.

    1. **IN CASE OF AWARD, DELIVERY OF SPC MAIN ORDER(S) WILL BE CONSIDERED PRIOR TO RELEASEING THE INDENT / PURCHASE ORDER FOR THE LOCAL SUPPLY (whenever applicable)**

    2. **Addendum to Condition No. 10, with refer to WOR**

In case of an offer of product not registered with NMRA, bidders should submit documents in the Annexure x (checklist for WOR) along with the offer to consider under exceptional circumstances.

- Certificate of Analysis (COA) of the relevant product
- Certificate of Pharmaceutical Product
- Label of the Product
- Product Information Leaflet (PIL)
- Pro-forma Invoice.

In the event of an award of an un registered product subject to obtaining a WOR from NMRA, supplier should apply for a WOR from NMRA and submit corresponding samples of the product; upon the demand of NMRA.

However, NMRA may request for additional information/documentation to consider allowing the WOR and the suppliers may refer the official website of NMRA (www.nmra.gov.lk) for more details on the documentation required.

The payment due to NMRA for issuance of WOR; shall be borne by the supplier.

Abbreviations :

NMRA ; National Medicines Regulatory Authority/Sri Lanka,
SPC ; State *Pharmaceuticals Corporation,*
MSD; Medical Supplies Division/Ministry of Health-Sri Lanka.
NOL : No Objection Letter (Also known as WOR – Waiver Of Registration)
PUL : Personal User Licence

Annexure 2A
SPECIMEN FORM OF BID (SUPPLIES)

Chairman,
……. l Procurement Committee
……..
……..

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

1. I/ We, the undersigned, having read and fully acquainted myself/ourselves with the contents of the Terms and Conditions of Bid/Instructions to Bidders and Contract and Annexure1 where specifications and delivery of items required pertaining to the above Bid, hereby undertake to supply the goods referred to therein, in accordance with the aforesaid Instructions, Terms and Conditions as per price quoted in the attached Annexure2 B.

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

3. I/We attach hereto the following documents as part of my/our Bid:
   (1) Price schedules (as per Annexure2 B – Bid Form
   (2) Documentary evidence to establish Registration of product with the National Medicines Regulatory Authority Certificate No …….
   (3) Documentary evidence to establish that goods offered are from an eligible source and origin. (Document as required in Para. 4 of the Terms & conditions of the Bid).
   (4) Bid Bond
   (5) Any other documents (give details).

4. I/We understand that you are not bound to accept the lowest bid and that you reserve the right to reject any or all Bids or to accept any part of a Bid without assigning any reasons thereof.
5. We undertake to adhere to the Delivery Schedule indicated.
6. My/Our Bank Reference is as follows: ……...
   ..……..…….

Signature: …….

Name of Bidder : ……..
Address : ……..

E-mail: . ……..
Telex - ……..
Fax:. ……
Date ……

STATE PHARMACEUTICALS CORPORATION – BID FORM

ANNEXURE 2 (B)

(To be submitted in duplicate)

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

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

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

1	2		3	4	5	6	7	8	9	10	11
SR NO. / ITEM NO.	FULL DESCRIPTION OF ITEM REQUESTED, THE STANDARD AND THE STORAGE TEMPERATURE	FULL DESCRIPTION OF ITEM OFFERED, THE STANDARD AND THE STORAGE TEMPERATURE	PACK SIZE OFFERED	QTY OFFERED	PROBABLE SHIPMENT/DELIVERY DATE	UNIT PRICE & CURRENCY (DELIVERY PRICE TO MSD STORES) With VAT	UNIT PRICE & CURRENCY (DELIVERY PRICE TO MSD STORES) With out VAT	TOTAL DELIVERY PRICE TO MSD STORES	NMRA REGISTRATION CERTIFICATE NO. & DATE OF EXPIRY	SHELF LIFE	COUNTRY OF ORIGIN

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

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

6. Bidders shall indicate VAT Component of the quoted price (s) separately in the Bid Form when applicable.
   VAT registration Number of the Bidder/Supplier should be mentioned.

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

Name of Bidder :

Signature of Bidder :
(With Name and Designation of Signatory)

Official Stamp of Bidder :

Postal Address of Bidder :

Telephone No. :

E-mail :

Fax No. :

Name of Bankers with Account No.
Beneficiary :

(Inform your terms and conditions and special instructions for opening Letters of Credit in the event of an award in your favour)
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NOTE
1.Storage temperature of the offered items should be prominently indicated in the column No. 2.

Annexure 3

Format for Bid Security Guarantee
(Procurement Manual Reference - 5.9 [Option – 1])

[*This bank Guarantee form shall be filled in accordance with the instructions indicated in brackets*]

---------- [*Insert issuing agency's name and address of issuing branch or office*]
Beneficiary: ---------- [*Insert (by PE) name and address of Employer/ Purchaser*] **Date:** ---------- [*Insert (by issuing agency) date*]
BID GUARANTEE No.: ---------- [*Insert (issuing agency) number*]

We have been informed that ---------- [*Insert (issuing agency) name of the bidder; if a Joint Venture, list complete legal names of partners*] (hereinafter called "the bidder") has submitted to you its bid dated ---------- [*Insert (issuing agency) date*] (hereinafter called "the bid") for the execution/supply [*select appropriately*] of [*Insert name of contract*] under invitation for bids No. ---------- [*Insert IFB number*] ("the IFB").

Furthermore, we understand that, according to tour conditions, Bids must be supported by a Bid Guarantee.

At the request of the Bidder, we ---------- [*Insert name of issuing agency*] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of ---------- [*Insert amount in figures*] ---------- [*Insert amount in words*] upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the bid conditions, because the Bidder.

(a) has withdrawn its Bid during the period of bid validity specified; or
(b) does not accept the correction of errors in accordance with the instructions to Bidders (herein after "the **ITB**") of the **IFB**; or
(c) having been notified of the acceptance of its Bid by the Employer/Purchaser during the period of bid validity, (i) fails or refuses to execute the contract form, if required, or (ii) fails or refuses to furnish the Performance Security, in accordance with the **ITB.**

This Guarantee shall expire: (a) if the Bidder is the successful bidder, upon our receipt of copies of the Contract signed by the Bidder and of the Performance Security issued to you by the Bidder; or (b) if the Bidder is not the successful bidder, upon the earlier of (i) our receipt of a copy of your notification to the Bidder that the Bidder was unsuccessful, otherwise it will remain in force up to ---------- *(Insert date)*

Consequently, any demand for payment under this Guarantee must be received by us at the office on or before that date ----------.

[signature(s) authorized representative(s)]

Annexure 4

Acceptable Format for Performance Guarantee/Security
(Procurement Manual Reference - 5.19)

---------- *(issuing Agency's Name, and Address of Issuing Branch or Office)*
Beneficiary : ---------- *(Name and Address of Employer)*

Date : ----------

PERFORMANCE GUARANTEE / SECURITY No : ----------
We have been informed that ----------*(name of Contractor / Supplier)* (hereinafter called "the Contractor") has entered into Contract No. ---------- *(reference number of the Contract) dated* ---------- with you, for the ---------- ---------- *(insert "construction / Supply")* of ---------- -- *(name of contract and brief description of Works or Supply)* (hereinafter called "the Contract")
Furthermore, we understand that according to the condition of the contract, a Performance Guarantee is required.
At the request of the Contractor, we ---------- *(name of Agency)* hereby irrevocably undertake to pay you any sum or sums not exceeding in the total an amount of ---------- *(amount of figures)* (----------) *(amount in words),* such sum being payable in the types and proportions of currencies in which the Contract prices is payable., upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation(s) under the Contract, without your needing to prove or to show grounds for your demand or the sum specified therein.
This guarantee shall expire, no later than the ---------- day of …….. . 20…….. *(insert 28 days beyond the scheduled contract completion date)* . and any demand for payment under it must be received by us at this office on or before that date.

Signature(s)]

Please refer Global Bid Document
G : Global Tender - BIDDING (NCB) /Limited National Competitive Bidding (LNCB)