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

Sayı : E-34221550-720-12194 **Tarih**: 09.11.2023
Konu : Sri Lanka Devlet İlaç Kurumu Tarafından Yayımlanan İhale Duyuruları

TÜM ODA VE BORSALARA
(Genel Sekreterlik)

İlgi : Ticaret Bakanlığı'nın 07.11.2023 tarihli ve E-68460249-724.01.01-00090742707 sayılı yazısı

İlgide kayıtlı yazıda, Sri Lanka Devlet İlaç Kurumunun cerrahi malzeme tedariki için yayımladığı, birer örneği ekli ihale duyuruları iletilmekte ve söz konusu ihalelerin kapamış tarihinin 4 Aralık 2023 olduğu bildirilmektedir.

Bilgilerinizi ve söz konusu ihalelerin ilgili üyelerinize duyurulmasını rica ederim.

Saygılarımla,

e-imza
Cengiz DELİBAŞ
Genel Sekreter Yardımcısı

EK: Sri Lanka Devlet İlaç Kurumu Tarafından Yayımlanan İhale Duyuruları (76 sayfa)

Gelen Tarih Sayı: 09.11.2023 - 5753

From: INFO
Sent: Tue, 7 Nov 2023 14:44:43 +0000
To: ebys
Subject: İlt: Sri Lanka Devlet İlaç Kurumu Tarafından Yayımlanan İhale Duyuruları
Attachments: Sri Lanka Devlet İlaç Kurumu Tarafından Yayımlanan İhale Duyuruları_Ek_duyuru.pdf.pdf, Sri Lanka Devlet İlaç Kurumu Tarafından Yayımlanan İhale Duyuruları_Ek_ihale1.pdf.pdf, Sri Lanka Devlet İlaç Kurumu Tarafından Yayımlanan İhale Duyuruları_Ek_ihale2.pdf.pdf, Sri Lanka Devlet İlaç Kurumu Tarafından Yayımlanan İhale Duyuruları_Ek_ihale3.pdf.pdf, Sri Lanka Devlet İlaç Kurumu Tarafından Yayımlanan İhale Duyuruları_Ek_ihale4.pdf.pdf, Sri Lanka Devlet İlaç Kurumu Tarafından Yayımlanan İhale Duyuruları_Ustyazi.pdf

Gönderen: Sariye Katar <katars@ticaret.gov.tr>
Gönderildi: 7 Kasım 2023 Salı 17:25
Kime: tim@tim.org.tr; INFO
Bilgi: İclal Sincer Şit; Mehmet Tayfun Gülle
Konu: Sri Lanka Devlet İlaç Kurumu Tarafından Yayımlanan İhale Duyuruları

Sayın İlgili,

Sri Lanka Devlet İlaç Kurumu Tarafından Yayımlanan İhale Duyuruları konulu yazımız ve ekleri KEP sistemi üzerinden iletilmiş olup ayrıca e-posta ekinde de iletilmektedir.

İyi çalışmalar dileriz

Bu elektronik posta ve onunla iletilen bütün dosyalar; göndericisi tarafından alması amaçlanan; yetkili gerçek ya da tüzel kişinin kullanımı içindir. Eğer söz konusu yetkili alıcı değilseniz bu elektronik postanın içeriğini açıklamanız, kopyalamanız, yönlendirmeniz ve kullanmanız kesinlikle yasaktır ve bu elektronik postayı derhal silmeniz gerekmektedir. T.C. Ticaret Bakanlığı bu mesajın içerdiği bilgilerin doğruluğu veya eksiksiz olduğu konusunda herhangi bir garanti vermemektedir ve hiçbir hukuksal sorumluluğu kabul etmemektedir. Bu nedenle bu bilgilerin ne şekilde olursa olsun içeriğinden, iletilmesinden, alınmasından ve saklanmasından sorumlu değildir. Bu mesajdaki görüşler yalnızca gönderen kişiye aittir ve T.C. Ticaret Bakanlığı görüşlerini yansıtmayabilir. Bu e-posta bilinen bilgisayar virüslerine karşı taranmıştır. Ancak yollayıcı, bu e-posta mesajının - virüs koruma sistemleri ile kontrol ediliyor olsa bile - virüs içermediğini garanti etmez ve meydana gelebilecek zararlardan doğacak hiçbir sorumluluğu kabul etmez.
- Ticaret Bakanlığı

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ANNEX – 1

BID NO. : DHS/SUS/WW/122/24
DATE OF ISSUE : 24TH OCTOBER 2023
CLOSING DATE & TIME : 04TH DECEMBER 2023 AT 09.00 HOURS SRI LANKA TIME

Special Conditions for tendering :

1. Offers should be accompanied with the valid registration certificate issued by the National Medicine Regulatory Authority in Sri Lanka
2. Offered item should bear both our SR number and the Item number. However at the bid opening only the item numbers will be read out. Therefore price quoted should be shown against each item number.
3. If the shipment is being effected on FCL basis both FOB and Freight charges should be quoted separately against each item in addition to quoted C & F price.
4. The volume of the total quantity of each item should be given in cubic meters (m^3)
5. **Foreign offers should be on C & F (CPT/CFR) Colombo basis. FOB offers are not acceptable. If offers are received on Import & Supply basis from local suppliers, those offers should be in LKR. All local suppliers/manufacturers should quote in LKR for the total delivery price to MSD stores.**
6. **Fax/E-mail offers directly sent to State Pharmaceuticals Corporation are not acceptable. Tenderers are requested to draw their attention to the clause "Submission of Bids" of the bid document in this regard.**
7. If awarded supplier is unable to adhere the delivery schedule due to no fault of the SPC/Ministry would result in the supplier being surcharge 0.5% of total bid amount per day from the due delivery date.
8. The original payment receipt has to be annexed to the offer. Offers without same will be rejected.
9. We reserve the right to reject offers which do not comply above.
10. The offer should be valid up to 01.06.2024

CONDITIONS FOR SUPPLY OF SURGICAL ITEMS

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

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

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

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

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

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

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

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

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

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

Shelf life & Warrantees

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

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

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

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

   (a) When the shelf life is not specified in the indent/PO/item spec; the requested shelf life shall be considered as, 36 months for surgical items. (Shelf life of not applicable for surgical non-consumables) and 24 months for Pharma/Laboratory items. The Difference of the residual and requested product shelf life shall not exceed 1/6th (one sixth) of the original product shelf life.
   (b) In the violation of the above tender condition, Director/MSD reserves the right to accept a reduced quantity, that is usable (as per the actual consumption rate) up to three months before the expiry of same and will subject to application of a penalty (as clause No. 37 and footnote 01)

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Standards & Quality

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Storage Conditions & Temperature

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

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23. Maintenance of Cold Chain;

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

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

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

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

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

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

Delivery Requirements

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

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

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

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

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

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

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

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

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

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

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

Documents & Information

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

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

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

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

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

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

Common conditions

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

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

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

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

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

(i) -

(ii) -

(iii) -

Sufficient quantity of samples should be forwarded for evaluation.

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Special Conditions

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

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

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

- Where a purchase for a particular item is being made for the first time from a supplier, or where there are previous quality failures on goods supplied by a Particular supplier payments will only be made upon testing the quality and standards of the goods and comparing the bulk supply with the samples provided along with the offer.

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

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

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

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

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BID NO: DHS/SUS/WW/122/24 CLOSING ON : 04.12.2023 at 9.00 a.m.

ORDER LIST NUMBER: 2024/SPC/Z/C/S/00311

ITEM/ SR NO	ITEM	QTY Nos.	DELIVERY	Bid Bond value (LKR)
1/21209802	Polyaxial MRI compatible (Titanium/ Cobolt-chrome) Lumbar pedicle screws for 50 patients a) 4.5mm diameter and 30mm length screws - 20 Nos b) 4.5mm diameter and 35mm length screws - 30 Nos c) 5.5mm diameter and 35mm length screws - 20 Nos d) 5.5mm diameter and 40mm length screws - 90 Nos e) 5.5mm diameter and 45mm length screws - 40 Nos f) Compatible rods 500mm length - 10 Nos g) Compatible Cross connectors - 20 Nos Instruments should be provided for Trauma, Degenerative and deformity spine surgeries. Items should be inter-changeable depending on usage Uncommonly used screw sizes should be provided on case basis in exchange.	21	100%- Jan/2024	88,200.00

Packing: 1 Nos.

ORDER LIST NUMBER: 2024/SPC/N/C/S/00051

ITEM/ SR NO	ITEM	QTY	DELIVERY	Bid Bond value (LKR)
1/21209310	Instrument Set for Paediatric and Adolscent Proximal Femoral Hip Osteotomy(Valgus & Varus),in sterilizing tray,with implants of different sizes for 50 patients. Packing: 1 set	11 sets	100%- Jan/2024	550,000.00
2/21209401	Instrument Set,for Hemiarthoplasty system,Austin Moore type or similar,in sterilizing tray. Packing: 1 Nos.	29 Nos.	100%- Jan/2024	36,850.00
3/21209701	Instrument set for Anterior Cervical Fusion, in sterilizing tray, with implants for 50 patients Implants should consist of the following (sizes can vary 0.5 to 1 mm depending on manufacturer) 1. Anterior Cervical locking plates 22 mm - 20 nos. 24 mm - 15 nos. 26 mm - 5 nos. 32 mm - 2 nos. 34 mm - 2 nos. 37 mm - 2 nos. 43 mm - 2 nos. 46 mm - 2 nos. 2. 2. Variable angle, self-drilling/ self-tapping, cancellous locking screws for anterior cervical locking plates 4mm diameter /14 mm length - 120 nos. 4 mm diameter/ 16 mm length ? 80 nos. Packing: 1 Nos.	14 Nos.	100%- Jan/2024	58,800.00

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4/21209702	Instrument set for Posterior Cervical Fusion,in sterilizing tray,with implants for Lateral Mass Fusion for 50 patients Implants should consist of the following (sizes can vary 0.5 to 1 mm depending on manufacturer) 1. Multi Axial Lateral Mass screws with set screws 3.5 mm diameter/14 mm length - 100 nos. 3.5 mm diameter/16 mm length - 100 nos. 3.5 mm diameter/18 mm length - 20 nos. 3.5 mm diameter/24 mm length - 20 nos. 3.5 mm diameter/28 mm length - 30 nos. 2. Titanium rods -3.2 mm diameter/240 mm length - 20 nos. 3. Adjustable cross links - 20 nos. Packing: 1 Nos.	12 Nos.	100%-Jan/2024	50,600.00
6/21209803	Instrument set for Posterior Thoraco-Lumbar Fusion (for scoliosis correction including sequential rod reducer or compatible),in sterilizing tray, with titanium implants sufficient for 20 patients Implants should consist of the following (sizes can vary 0.5 to 1 mm depending on manufacturer) 1. Polyaxial titanium pedicle screws 5.5 mm diameter/30 mm length - 50 nos. 5.5 mm diameter/35 mm length - 100 nos. 5.5 mm diameter/40 mm length - 150 nos. 5.5 mm diameter/45 mm length - 20 nos. 4.5 mm diameter/25 mm length - 10 nos. 4.5 mm diameter/30mm length - 50 nos. 4.5 mm diameter/35mm length - 10 nos. 6.5mm diameter/40 mm length - 5 nos. 6.5mm diameter/45 mm length - 5 nos. 6.5 mm diameter/75 mm length Iliac screws - 20 nos. Cross connector for iliac screws - 20 nos. 2. Connecting rods - 5.5 mm diameter/508 mm length - 40 nos. 3. Adjustable cross links - 40 nos. Packing: 1 set	06 sets	100%-Jan/2024	N/A
7/21209901	Standard instruments set for Dissectomy/Laminectomy,in sterilizing tray, with two different sizes of self retaining retractors suitable for spinal surgeries. Packing: 1 Nos.	14 Nos.	100%-Jan/2024	1,190,450.00
9/21210001	Pelvic Instrument Set,with standard instruments of four different types of pelvic reduction clamps,in sterilizing tray, stainless steel. Packing: 1 Nos.	18 Nos.	100%-Jan/2024	632,650.00
10/21230201	Tourniquet Apparutus, electric/automated complete with accessories,with 10 cuffs of different sizes including 2 paediatric cuffs and pedastal stand. Packing: 1 Nos.	48 Nos.	100%-Jan/2024	891,700.00

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All tenderers should furnish an unconditional Bid Bond encashable on demand to the value mentioned in the item list. Bid Bond should be submitted with valid up to 01.07.2024 together with the tender

1. Page 9 Condition No. 19.b

Registrar of public contracts

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

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

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

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

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

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Amendments of Bidding Document for Procurement of Surgical/Lab items

(1) **Clause 8**

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

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

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

(c) To be deleted.

(2) **Clause 12**

Amend as **REIMBURSEMENT**

12.1 Corporation reserves the right to call for reimbursement in the event of short packing, loss/damage or deterioration of goods supplied within the shelf-life, also for packs which cannot be identified due to labels falling off or items with incorrect labeling.

(3) **Clause 16.6**

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

(4) **Clause 28.0**

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

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

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(6) Annex – 1 to be amend as follows.

SPECIMEN OF ANNEX – 1

ANNEX – 1

BID NO/ BID REFERENCE :
(TENDER NO)

DATE OF ISSUE :

CLOSING DATE & TIME :
(SRI LANKAN TIME)

ORDER LIST NO :

SR No	Item Description/ Specifications	Quantity	Delivery Schedule

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

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

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

MSD CONDITIONS OF SUPPLY

1.
2.

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

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Annex VI

SPECIMEN OF CONTRACT FORM (IB)

STATE PHARMACEUTICALS CORPORATION OF SRI LANKA

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

DEMOCRATIC SOCIALISTREPUBLIC OF SRI LANKA
AGREEMENT

SPC Ref. No Date :
Bid Ref.

This **AGREEMENT** made and entered into between the State Pharmaceuticals Corporation of Sri Lanka, a Corporation established under the State Industrial Corporation Act. No. 49 of 1957 and having its Head Office at ñMehewara Piyasaò, 16th Floor, No. 41, Kirula Road, Colombo 05, Sri Lanka (hereinafter called the ñSPCò which term or expression shall mean and include the said State Pharmaceuticals Corporation and its successors and permitted assigns) of the **FIRST PART**

AND

M/s é é é

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(hereinafter called ñthe Contract Documentsò) showing and describing the nature and scope of the agreement duly signed by three parties shall be deemed to form and be read and construed as part and partial of this agreement.

2. In consideration of the payment to be made by SPC to the supplier the contract sum hereinafter mentioned the supplier hereby covenants with SPC to supply and deliver the goods in conformity in all respects with the provisions of this contract, and the local agent will be responsible for all the matters regarding the supplies which do not confirm to required standard..

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

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

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

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

1. ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ..

   President/Managing Director/C.E.O.

2. ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ..

   Director

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Witnesses

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

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

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

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

Witnesses

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

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CONDITIONS OF CONTRACT

3.FREE REPLACEMENT /REIMBURSEMENT

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

3.1.1 Short packing
3.1.2 Loss/damage or deterioration of goods supplied (within shelf-life if applicable)
3.1.3 Packs which cannot be identified due to labels falling off.
3.1.4 Goods supplied fails to perform or meet requirements of the specification/or quality standards to the satisfaction of Medical Supplies Division of Sri Lanka/ State Pharmaceuticals Corporation of Sri Lanka.

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

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

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

Samples from the available batches will be retained by SPC and the balance will be destroyed by SPC in the presence of the Local Agent and a certificate of destruction issued by SPC.

The supplier and the Local Agent agreed to reimburse the SPC the landed cost and an additional 25% surcharge of the total quantity supplied.

20. FORCE MAJEURE

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

21 . NOTICE

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

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

hereto é)
é .)
é .)
é .)

Authorized signatory

Authorized signatory

Witnesses

Signature Name, Address and ID No

1……. **……**

2…… **……**

KM/ns

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ANNEX – 1

BID NO. : DHS/SUS/WW/123/24
DATE OF ISSUE : 24TH OCTOBER 2023
CLOSING DATE & TIME : 04TH DECEMBER 2023 AT 09.00 HOURS SRI LANKA TIME

Special Conditions for tendering :

1. Offers should be accompanied with the valid registration certificate issued by the National Medicine Regulatory Authority in Sri Lanka
2. Offered item should bear both our SR number and the Item number. However at the bid opening only the item numbers will be read out. Therefore price quoted should be shown against each item number.
3. If the shipment is being effected on FCL basis both FOB and Freight charges should be quoted separately against each item in addition to quoted C & F price.
4. The volume of the total quantity of each item should be given in cubic meters (m^3)
5. **Foreign offers should be on C & F (CPT/CFR) Colombo basis. FOB offers are not acceptable. If offers are received on Import & Supply basis from local suppliers, those offers should be in LKR. All local suppliers/manufacturers should quote in LKR for the total delivery price to MSD stores.**
6. **Fax/E-mail offers directly sent to State Pharmaceuticals Corporation are not acceptable. Tenderers are requested to draw their attention to the clause "Submission of Bids" of the bid document in this regard.**
7. If awarded supplier is unable to adhere the delivery schedule due to no fault of the SPC/Ministry would result in the supplier being surcharge 0.5% of total bid amount per day from the due delivery date.
8. The original payment receipt has to be annexed to the offer. Offers without same will be rejected.
9. We reserve the right to reject offers which do not comply above.
10. The offer should be valid up to 01.06.2024

CONDITIONS FOR SUPPLY OF SURGICAL ITEMS

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

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

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

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

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

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

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

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

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

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

Shelf life & Warrantees

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

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

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

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

   (a) When the shelf life is not specified in the indent/PO/item spec; the requested shelf life shall be considered as, 36 months for surgical items. (Shelf life of not applicable for surgical non-consumables) and 24 months for Pharma/Laboratory items. The Difference of the residual and requested product shelf life shall not exceed 1/6th (one sixth) of the original product shelf life.
   (b) In the violation of the above tender condition, Director/MSD reserves the right to accept a reduced quantity, that is usable (as per the actual consumption rate) up to three months before the expiry of same and will subject to application of a penalty (as clause No. 37 and footnote 01)

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Standards & Quality

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Storage Conditions & Temperature

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

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23. Maintenance of Cold Chain;

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

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

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

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

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

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

Delivery Requirements

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

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

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

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

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

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

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

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

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

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

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

Documents & Information

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

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

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

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

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

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

Common conditions

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

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

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

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

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

(i) -

(ii) -

(iii) -

Sufficient quantity of samples should be forwarded for evaluation.

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Special Conditions

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

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

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

- Where a purchase for a particular item is being made for the first time from a supplier, or where there are previous quality failures on goods supplied by a Particular supplier payments will only be made upon testing the quality and standards of the goods and comparing the bulk supply with the samples provided along with the offer.

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

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

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

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

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BID NO: DHS/SUS/WW/123/24 CLOSING ON : 04.12.2023 at 9.00 a.m.

ORDER LIST NUMBER: 2024/SPC/Z/C/S/00312

ITEM/ SR NO	ITEM	QTY Nos.	DELIVERY	Bid Bond value (LKR)
21208501	Power Drill Set, battery operated, with drill and saw attachments, Designed for trauma and Arthroplasty procedures inclusive of following per set; 1.Battery hand piece, variable speed, 2.Battery management system 100 - 240 volt with wire cord. 3.Universal Jacobs chuck with key. 4.Intramedullary reaming adaptor AO compatible. 5.Oscillating saw hand piece/ Adaptor. 6.DHS/DCS adaptor. 7.Receprocating saw hand piece/ Adaptor. 8.Quick coupling AO compatible. 9 K-wire driver connection. 10.Compatible batteries - 03 Nos. 11.Compatible blades in different sizes i.Rapid action saw blade. (length 75mm, blade width 9mm, thickness 1.27mm)-03Nos. ii.Rapid action saw blade.(length 90mm, blade width 13mm, thickness 1.27mm)-03Nos. iii.Rapid action saw blade.(length 90mm, blade width 19mm, thickness 1.27mm)-03Nos. iv.Rapid action saw blade.(length 100mm, blade width 19mm, thickness 1.27mm)-03Nos. 12.Lubricating Oil/Sterile Oil Cans for Motor Systems.-06 Nos. 13.Sterile Storage system for Motor Systems. The set shall be warranted for 36 calendar months from the date of supplied.	15	100%- March/2024	893,600.00

Packing: 1 Nos.

All tenderers should furnish an unconditional Bid Bond encashable on demand to the value mentioned in the item list. Bid Bond should be submitted with valid up to 01.07.2024 together with the tender

1. Page 9 Condition No. 19.b

Registrar of public contracts

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

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

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

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

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

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Amendments of Bidding Document for Procurement of Surgical/Lab items

(1) **Clause 8**

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

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

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

(c) To be deleted.

(2) **Clause 12**

Amend as **REIMBURSEMENT**

12.1 Corporation reserves the right to call for reimbursement in the event of short packing, loss/damage or deterioration of goods supplied within the shelf-life, also for packs which cannot be identified due to labels falling off or items with incorrect labeling.

(3) **Clause 16.6**

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

(4) **Clause 28.0**

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

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

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(6) Annex – 1 to be amend as follows.

SPECIMEN OF ANNEX – 1

ANNEX – 1

BID NO/ BID REFERENCE :
(TENDER NO)

DATE OF ISSUE :

CLOSING DATE & TIME :
(SRI LANKAN TIME)

ORDER LIST NO :

SR No	Item Description/ Specifications	Quantity	Delivery Schedule

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

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

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

MSD CONDITIONS OF SUPPLY

1.
2.

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

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Annex VI

SPECIMEN OF CONTRACT FORM (IB)

STATE PHARMACEUTICALS CORPORATION OF SRI LANKA

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

DEMOCRATIC SOCIALISTREPUBLIC OF SRI LANKA
AGREEMENT

SPC Ref. No Date :
Bid Ref.

This **AGREEMENT** made and entered into between the State Pharmaceuticals Corporation of Sri Lanka, a Corporation established under the State Industrial Corporation Act. No. 49 of 1957 and having its Head Office at ñMehewara Piyasaò, 16th Floor, No. 41, Kirula Road, Colombo 05, Sri Lanka (hereinafter called the ñSPCò which term or expression shall mean and include the said State Pharmaceuticals Corporation and its successors and permitted assigns) of the **FIRST PART**

AND

M/s é é é

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(hereinafter called ñthe Contract Documentsò) showing and describing the nature and scope of the agreement duly signed by three parties shall be deemed to form and be read and construed as part and partial of this agreement.

2. In consideration of the payment to be made by SPC to the supplier the contract sum hereinafter mentioned the supplier hereby covenants with SPC to supply and deliver the goods in conformity in all respects with the provisions of this contract, and the local agent will be responsible for all the matters regarding the supplies which do not confirm to required standard..

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

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

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

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

1. ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ..

   President/Managing Director/C.E.O.

2. ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ..

   Director

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Witnesses

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

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

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

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

Witnesses

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

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CONDITIONS OF CONTRACT

3.FREE REPLACEMENT /REIMBURSEMENT

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

3.1.1 Short packing
3.1.2 Loss/damage or deterioration of goods supplied (within shelf-life if applicable)
3.1.3 Packs which cannot be identified due to labels falling off.
3.1.4 Goods supplied fails to perform or meet requirements of the specification/or quality standards to the satisfaction of Medical Supplies Division of Sri Lanka/ State Pharmaceuticals Corporation of Sri Lanka.

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

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

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

Samples from the available batches will be retained by SPC and the balance will be destroyed by SPC in the presence of the Local Agent and a certificate of destruction issued by SPC.

The supplier and the Local Agent agreed to reimburse the SPC the landed cost and an additional 25% surcharge of the total quantity supplied.

20. FORCE MAJEURE

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

21 . NOTICE

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

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

heretoé)
é .)
é .)
é .)

Authorized signatory

Authorized signatory

Witnesses

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

KM/ns

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ANNEX – 1

BID NO. : DHS/SUS/WW/124/24
DATE OF ISSUE : 24TH OCTOBER 2023
CLOSING DATE & TIME : 04TH DECEMBER 2023 AT 09.00 HOURS SRI LANKA TIME

Special Conditions for tendering :

1. Offers should be accompanied with the valid registration certificate issued by the National Medicine Regulatory Authority in Sri Lanka
2. Offered item should bear both our SR number and the Item number. However at the bid opening only the item numbers will be read out. Therefore price quoted should be shown against each item number.
3. If the shipment is being effected on FCL basis both FOB and Freight charges should be quoted separately against each item in addition to quoted C & F price.
4. The volume of the total quantity of each item should be given in cubic meters (m^3)
5. **Foreign offers should be on C & F (CPT/CFR) Colombo basis. FOB offers are not acceptable. If offers are received on Import & Supply basis from local suppliers, those offers should be in LKR. All local suppliers/manufacturers should quote in LKR for the total delivery price to MSD stores.**
6. **Fax/E-mail offers directly sent to State Pharmaceuticals Corporation are not acceptable. Tenderers are requested to draw their attention to the clause "Submission of Bids" of the bid document in this regard.**
7. If awarded supplier is unable to adhere the delivery schedule due to no fault of the SPC/Ministry would result in the supplier being surcharge 0.5% of total bid amount per day from the due delivery date.
8. The original payment receipt has to be annexed to the offer. Offers without same will be rejected.
9. We reserve the right to reject offers which do not comply above.
10. The offer should be valid up to 01.06.2024

CONDITIONS FOR SUPPLY OF SURGICAL ITEMS

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

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

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

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

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

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

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

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

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

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

Shelf life & Warrantees

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

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

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

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

   (a) When the shelf life is not specified in the indent/PO/item spec; the requested shelf life shall be considered as, 36 months for surgical items. (Shelf life of not applicable for surgical non-consumables) and 24 months for Pharma/Laboratory items. The Difference of the residual and requested product shelf life shall not exceed 1/6th (one sixth) of the original product shelf life.
   (b) In the violation of the above tender condition, Director/MSD reserves the right to accept a reduced quantity, that is usable (as per the actual consumption rate) up to three months before the expiry of same and will subject to application of a penalty (as clause No. 37 and footnote 01)

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Standards & Quality

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Storage Conditions & Temperature

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

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23. Maintenance of Cold Chain;

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

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

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

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

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

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

Delivery Requirements

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

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

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

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

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

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

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

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

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

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

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

Documents & Information

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

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

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

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

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

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

Common conditions

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

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

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

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

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

(i) -

(ii) -

(iii) -

Sufficient quantity of samples should be forwarded for evaluation.

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Special Conditions

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

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

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

- Where a purchase for a particular item is being made for the first time from a supplier, or where there are previous quality failures on goods supplied by a Particular supplier payments will only be made upon testing the quality and standards of the goods and comparing the bulk supply with the samples provided along with the offer.

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

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

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

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

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BID NO: DHS/SUS/WW/124/24 CLOSING ON : 04.12.2023 at 9.00 a.m.

ORDER LIST NUMBER: 2024/SPC/N/C/S/00224

ITEM/ SR NO	ITEM	QTY Nos.	DELIVERY	Bid Bond value (LKR)
23/12610127	10mm diameter Interference Screw,for anterior cruciate ligament(ACL) reconstruction,cannulated,size 10mm dia. x 30mm length, peek screw.	120	100%-Jan/2024	48,000.00

All tenderers should furnish an unconditional Bid Bond encashable on demand to the value mentioned in the item list. Bid Bond should be submitted with valid up to 01.07.2024 together with the tender

1. Page 9 Condition No. 19.b

Registrar of public contracts

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

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

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

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

A non refundable fee of Rs. 3,000.00 + taxes should be paid in cash to SPC for each set of Tender Documents

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Amendments of Bidding Document for Procurement of Surgical/Lab items

(1) **Clause 8**

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

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

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

(c) To be deleted.

(2) **Clause 12**

Amend as **REIMBURSEMENT**

12.1 Corporation reserves the right to call for reimbursement in the event of short packing, loss/damage or deterioration of goods supplied within the shelf-life, also for packs which cannot be identified due to labels falling off or items with incorrect labeling.

(3) **Clause 16.6**

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

(4) **Clause 28.0**

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

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

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(6) Annex – 1 to be amend as follows.

SPECIMEN OF ANNEX – 1

ANNEX – 1

BID NO/ BID REFERENCE :
(TENDER NO)

DATE OF ISSUE :

CLOSING DATE & TIME :
(SRI LANKAN TIME)

ORDER LIST NO :

SR No	Item Description/ Specifications	Quantity	Delivery Schedule

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

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

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

MSD CONDITIONS OF SUPPLY

1.
2.

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

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Annex VI

SPECIMEN OF CONTRACT FORM (IB)

STATE PHARMACEUTICALS CORPORATION OF SRI LANKA

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

DEMOCRATIC SOCIALISTREPUBLIC OF SRI LANKA
AGREEMENT

SPC Ref. No Date :
Bid Ref.

This **AGREEMENT** made and entered into between the State Pharmaceuticals Corporation of Sri Lanka, a Corporation established under the State Industrial Corporation Act. No. 49 of 1957 and having its Head Office at ñMehewara Piyasaò 16th Floor, No. 41, Kirula Road, Colombo 05, Sri Lanka (hereinafter called the ñSPCò which term or expression shall mean and include the said State Pharmaceuticals Corporation and its successors and permitted assigns) of the **FIRST PART**

AND

M/s é é é

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(hereinafter called ñthe Contract Documentsò) showing and describing the nature and scope of the agreement duly signed by three parties shall be deemed to form and be read and construed as part and partial of this agreement.

2. In consideration of the payment to be made by SPC to the supplier the contract sum hereinafter mentioned the supplier hereby covenants with SPC to supply and deliver the goods in conformity in all respects with the provisions of this contract, and the local agent will be responsible for all the matters regarding the supplies which do not confirm to required standard..

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

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

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

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

1. ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ..

   President/Managing Director/C.E.O.

2. ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ..

   Director

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Witnesses

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

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

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

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

Witnesses

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

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CONDITIONS OF CONTRACT

3.FREE REPLACEMENT /REIMBURSEMENT

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

3.1.1 Short packing
3.1.2 Loss/damage or deterioration of goods supplied (within shelf-life if applicable)
3.1.3 Packs which cannot be identified due to labels falling off.
3.1.4 Goods supplied fails to perform or meet requirements of the specification/or quality standards to the satisfaction of Medical Supplies Division of Sri Lanka/ State Pharmaceuticals Corporation of Sri Lanka.

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

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

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

Samples from the available batches will be retained by SPC and the balance will be destroyed by SPC in the presence of the Local Agent and a certificate of destruction issued by SPC.

The supplier and the Local Agent agreed to reimburse the SPC the landed cost and an additional 25% surcharge of the total quantity supplied.

20. FORCE MAJEURE

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

21 . NOTICE

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

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

heretoé)
é .)
é .)
é .)

Authorized signatory

Authorized signatory

Witnesses

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

RD/ns

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PROCUREMENT NOTICE - GLOBAL

STATE PHARMACEUTICALS CORPORATION OF SRI LANKA

The Chairman, Departmental Procurement Committee of the State Pharmaceuticals Corporation of Sri Lanka will receive sealed bids for supply of following items to the Ministry of Health.

Bid Number	Closing Date & Time	Item Description	Date of issuing of Bid Documents	Non-refundable Bid Fee (LKR)
DHS/SUS/WW/122/24	04.12.2023 at 09.00 am	Polyaxial MRI Compatible (Titanium/Cobolt-chrome) Lumber pedicle screws, Instrument set for Paediatric and Adolscent Proximal Femoral Hip Osteotomy, Instrument set for Hemiarthoplasty system, Instrument set for Anterior Cervical Fusion in sterilizing Tray, Instrument set for Posterior Thoraco-Lumber Fusion, Standard instruments set for Dissectomy/Laminectomy in sterilizing tray, Pelvic Instrument set, Tourniquet Apparutus electric/automated complete with accessories	24.10.2023	35,000/- + taxes
DHS/SUS/WW/123/24	04.12.2023 at 09.00 am	Power Dill Set, Battery Operated with drill and saw attachments	24.10.2023	12,500/- + taxes
DHS/SUS/WW/124/24	04.12.2023 at 09.00 am	10mm diameter Interference Screw for anterior cruciate ligament (ACL)	24.10.2023	3,000/- + taxes
DHS/SUS/WW/125/24	04.12.2023 at 09.00 am	Drug Eluting Coronary Stent 3.0mm diameter 38mm length	24.10.2023	12,500/- + taxes

Bids should be prepared as per the particulars given in the Bidding Documents available to prospective bidders on working days between 0930 hours to 1500 hours at the **State Pharmaceuticals Corporation of Sri Lanka, Head Office, Administration Department, "Mehewara Piyasa" 16th Floor, No. 41, Kirula Road, Colombo 5.** These could be purchased on cash payment of a non-refundable Bidding document Fee per set as mentioned above. Offers received without enclosing original payment receipt are liable to be rejected.

Wherever necessary potential bidder/bidders should get registered in terms of the Public Contract Act No.3 of 1987 before collecting the Bidding Documents and also should get the contract registered after the tender is awarded. All Bids should be accompanied by a Bid Bond as specified in the Bidding Documents.

Sealed Bids may be sent by post under registered cover or may be personally deposited in the box available for this purpose at Administration Department of the State Pharmaceuticals Corporation at "Mehewara Piyasa" 16th Floor, No. 41, Kirula Road, Colombo 5, Sri Lanka.

Bids will be closed at the Head office of the State Pharmaceuticals Corporation on the dates and time mentioned above and will be opened immediately thereafter. Bidders or their authorized representatives will be permitted to be present at the time of opening of Bids.

Contd.....2/-

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Bidding Documents are being sent to Sri Lanka missions abroad and foreign missions in Sri Lanka.

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

TEL : 00 94-11- 2335008
FAX : 00 94-11- 2582495
E-MAIL : dgmsurgical@spc.lk

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

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ANNEX – 1

BID NO. : DHS/SUS/WW/125/24
DATE OF ISSUE : 24TH OCTOBER 2023
CLOSING DATE & TIME : 04TH DECEMBER 2023 AT 09.00 HOURS SRI LANKA TIME

Special Conditions for tendering :

1. Offers should be accompanied with the valid registration certificate issued by the National Medicine Regulatory Authority in Sri Lanka
2. Offered item should bear both our SR number and the Item number. However at the bid opening only the item numbers will be read out. Therefore price quoted should be shown against each item number.
3. If the shipment is being effected on FCL basis both FOB and Freight charges should be quoted separately against each item in addition to quoted C & F price.
4. The volume of the total quantity of each item should be given in cubic meters (m^3)
5. **Foreign offers should be on C & F (CPT/CFR) Colombo basis. FOB offers are not acceptable. If offers are received on Import & Supply basis from local suppliers, those offers should be in LKR. All local suppliers/manufacturers should quote in LKR for the total delivery price to MSD stores.**
6. **Fax/E-mail offers directly sent to State Pharmaceuticals Corporation are not acceptable. Tenderers are requested to draw their attention to the clause "Submission of Bids" of the bid document in this regard.**
7. If awarded supplier is unable to adhere the delivery schedule due to no fault of the SPC/Ministry would result in the supplier being surcharge 0.5% of total bid amount per day from the due delivery date.
8. The original payment receipt has to be annexed to the offer. Offers without same will be rejected.
9. We reserve the right to reject offers which do not comply above.
10. The offer should be valid up to 01.06.2024

CONDITIONS FOR SUPPLY OF SURGICAL ITEMS

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

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

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

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

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

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

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

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

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

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

Shelf life & Warrantees

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

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

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

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

   (a) When the shelf life is not specified in the indent/PO/item spec; the requested shelf life shall be considered as, 36 months for surgical items. (Shelf life of not applicable for surgical non-consumables) and 24 months for Pharma/Laboratory items. The Difference of the residual and requested product shelf life shall not exceed 1/6th (one sixth) of the original product shelf life.
   (b) In the violation of the above tender condition, Director/MSD reserves the right to accept a reduced quantity, that is usable (as per the actual consumption rate) up to three months before the expiry of same and will subject to application of a penalty (as clause No. 37 and footnote 01)

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Standards & Quality

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Storage Conditions & Temperature

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

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23. Maintenance of Cold Chain;

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

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

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

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

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

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

Delivery Requirements

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

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

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

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

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

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

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

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

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

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

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

Documents & Information

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

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

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

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

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

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

Common conditions

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

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

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

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

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

(i) -

(ii) -

(iii) -

Sufficient quantity of samples should be forwarded for evaluation.

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Special Conditions

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

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

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

- Where a purchase for a particular item is being made for the first time from a supplier, or where there are previous quality failures on goods supplied by a Particular supplier payments will only be made upon testing the quality and standards of the goods and comparing the bulk supply with the samples provided along with the offer.

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

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

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

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

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BID NO: DHS/SUS/WW/125/24 CLOSING ON : 04.12.2023 at 9.00 a.m.

ORDER LIST NUMBER: 2024/SPC/N/C/S/00132

ITEM/ SR NO	ITEM	QTY Nos.	DELIVERY	Bid Bond value (LKR)
6/13501609	Drug Eluting Coronary Stent 3.0mm diameter, 38mm length, sterile. Packing: 1 Nos.	600	200-Jan/2024 200-May/2024 200-Aug/2024	369,100.00

All tenderers should furnish an unconditional Bid Bond encashable on demand to the value mentioned in the item list. Bid Bond should be submitted with valid up to 01.07.2024 together with the tender

1. Page 9 Condition No. 19.b

Registrar of public contracts

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

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

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

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

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

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Amendments of Bidding Document for Procurement of Surgical/Lab items

(1) **Clause 8**

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

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

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

(c) To be deleted.

(2) **Clause 12**

Amend as **REIMBURSEMENT**

12.1 Corporation reserves the right to call for reimbursement in the event of short packing, loss/damage or deterioration of goods supplied within the shelf-life, also for packs which cannot be identified due to labels falling off or items with incorrect labeling.

(3) **Clause 16.6**

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

(4) **Clause 28.0**

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

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

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(6) Annex – 1 to be amend as follows.

SPECIMEN OF ANNEX – 1

ANNEX – 1

BID NO/ BID REFERENCE :
(TENDER NO)

DATE OF ISSUE :

CLOSING DATE & TIME :
(SRI LANKAN TIME)

ORDER LIST NO :

SR No	Item Description/ Specifications	Quantity	Delivery Schedule

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

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

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

MSD CONDITIONS OF SUPPLY

1.
2.

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

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Annex VI

SPECIMEN OF CONTRACT FORM (IB)

STATE PHARMACEUTICALS CORPORATION OF SRI LANKA

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

DEMOCRATIC SOCIALISTREPUBLIC OF SRI LANKA
AGREEMENT

SPC Ref. No Date :
Bid Ref.

This **AGREEMENT** made and entered into between the State Pharmaceuticals Corporation of Sri Lanka, a Corporation established under the State Industrial Corporation Act. No. 49 of 1957 and having its Head Office at ñMehewara Piyasaò 16th Floor, No. 41, Kirula Road, Colombo 05, Sri Lanka (hereinafter called the ñSPCò which term or expression shall mean and include the said State Pharmaceuticals Corporation and its successors and permitted assigns) of the **FIRST PART**

AND

M/s é é é

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(hereinafter called ñthe Contract Documentsò) showing and describing the nature and scope of the agreement duly signed by three parties shall be deemed to form and be read and construed as part and partial of this agreement.

2. In consideration of the payment to be made by SPC to the supplier the contract sum hereinafter mentioned the supplier hereby covenants with SPC to supply and deliver the goods in conformity in all respects with the provisions of this contract, and the local agent will be responsible for all the matters regarding the supplies which do not confirm to required standard..

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

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

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

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

1. ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ..

   President/Managing Director/C.E.O.

2. ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ¥ ..

   Director

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Witnesses

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

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

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

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

Witnesses

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

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CONDITIONS OF CONTRACT

3.FREE REPLACEMENT /REIMBURSEMENT

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

3.1.1 Short packing
3.1.2 Loss/damage or deterioration of goods supplied (within shelf-life if applicable)
3.1.3 Packs which cannot be identified due to labels falling off.
3.1.4 Goods supplied fails to perform or meet requirements of the specification/or quality standards to the satisfaction of Medical Supplies Division of Sri Lanka/ State Pharmaceuticals Corporation of Sri Lanka.

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

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

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

Samples from the available batches will be retained by SPC and the balance will be destroyed by SPC in the presence of the Local Agent and a certificate of destruction issued by SPC.

The supplier and the Local Agent agreed to reimburse the SPC the landed cost and an additional 25% surcharge of the total quantity supplied.

20. FORCE MAJEURE

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

21 . NOTICE

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

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

heretoé)
é .)
é .)
é .)

Authorized signatory

Authorized signatory

Witnesses

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

DP/ns

Gelen Tarih Sayı: 09.11.2023 - 5753

Gelen Evrak Tarih Sayı: 08.11.2023 - 41973

Gelen Tarih Sayı: 09.11.2023 - 5753

T.C. TİCARET BAKANLIĞI İHRACAT
GENEL MÜDÜRLÜĞÜ
Tarih: 07/11/2023
Sayı: E-68460249-724.01.01-
00090742707

Gelen Evrak Tarih Sayı: 08.11.2023 - 41973

T.C.
TİCARET BAKANLIĞI
İhracat Genel Müdürlüğü

Sayı : E-68460249-724.01.01-00090742707
Konu : Sri Lanka Devlet İlaç Kurumu Tarafından Yayımlanan İhale Duyuruları

DAĞITIM YERLERİNE

Dışişleri Bakanlığından alınan bir yazıda, Sri Lanka Devlet İlaç Kurumunun cerrahi malzeme tedariği için yayımladığı, birer örneği ekli ihale duyuruları iletilmekte ve sözkonusu ihalelerin kapamış tarihinin 4 Aralık 2023 olduğu bildirilmektedir.

Söz konusu ihalelerin ilgili sektör üyelerinize e-posta ile duyurulmasının faydalı olacağı değerlendirilmektedir.

Bilgilerini ve gereğini rica ederim.

İclal SİNCER ŞİT
Bakan a.
Daire Başkanı

Ek: İhale duyurusu

Dağıtım:
Türkiye İhracatçılar Meclisi Genel Sekreterliğine
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Adres: T.C.Ticaret Bakanlığı İhracat Genel Müdürlüğü Söğütözü Mah.2176 Sk. No:63 06530 Çankaya/Ankara
Telefon No: 3122048618 Faks No: 3122048632
e-Posta: katars@ticaret.gov.tr
İnternet Adresi: www.ticaret.gov.tr
KEP Adresi:

Ayrıntılı bilgi için:
Sariye KATAR
Tekniker
Telefon No: 3122048618

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