

ANNEX – 1

BID NO. : DHS/SUS/WW/112/24
DATE OF ISSUE : 29TH AUGUST 2023
CLOSING DATE & TIME : 09TH OCTOBER 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 (m³)
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 06.04.2024

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, manufacturer's name, country of manufacture, country of origin, etc.) provided in the bid document by the supplier, which has been accepted by the procurement committee, and included in the Indent / Purchase Order (PO), issued by SPC.
2. All items shall be supplied, sourcing from the manufacturer and country of manufacturer, stated in the Purchase Order (PO)/Indent of SPC and wherever applicable shall have a valid product registration from NMRA.
3. Maintaining the validity of the product registration during the period of supply(delivery schedule), obtaining import license / manufacture licensing at NMRA, is a pre-requisite for the supply of surgical items. Hence all suppliers shall produce relevant valid registration certificates/licenses, when requested by MSD/SPC.

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

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

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

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

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

Shelf life & Warrantees

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

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

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

8. Freshly manufactured stocks of the product shall be supplied; thereby the residual Shelf Life (shelf life remaining at the time of delivery of goods in Sri Lanka/MSD stores/Sri Lanka) of the product, shall be 85% of the product shelf life specified in Indent/PO or as certified in the product registration certificate or indicated in any other way by NMRA)
 - (a) When the shelf life is not specified in the indent/PO/item spec; the requested shelf life shall be considered as, 36 months for surgical items. (Shelf life of not applicable for surgical non-consumables) and 24 months for Pharma/Laboratory items. The Difference of the residual and requested product shelf life shall not exceed 1/6th (one sixth) of the original product shelf life.
 - (b) In the violation of the above tender condition, Director/MSD reserves the right to accept a reduced quantity, that is usable (as per the actual consumption rate) up to three months before the expiry of same and will subject to application of a penalty (as clause No. 37 and footnote 01)

Standards & Quality

9. **Standards:** In respect of all Pharmaceutical products supplied, shall comply Pharmacopoeia Standards that are indicated in the item specifications, other Pharmacopoeia Standards accepted in the product registration by the National Medicines Regulatory Authority.
10. As per the product registration dossier approved by NMRA, the product information leaflet (PIL) for the Pharmaceuticals items and the user manual/instruction pamphlet for surgical items. With information to users regarding the; storage conditions, maintenance, and other product compatibilities, shall be provided with the product, for acceptance of goods by MSD.

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

11. Withdrawal from use of items due to quality failure found as manufacturer's/Supplier's fault:
- In case of batch withdrawal, **value of entire batch quantity supplied** shall be recovered from the supplier.
 - In case of product withdrawal, **value of entire product quantity** supplied shall be recovered from the supplier.
 - In the event of either a) or b) above, supplier shall be charged the total **cost involved for MSD, of the quality failed supplies** with 25% administrative charge of the same.
12. The storage conditions and the packing requirements of the product shall conform to the information given by the manufacturer and accepted by NMRA for the product registration or shall conform to the information submitted for waiver of registration granted by NMRA in exceptional circumstances. (refer clause No.24)

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

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

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

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

15. Pack size, Labeling & Packaging

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

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

Above condition can be waved off, if the 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 · STATE 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 · Year & Month, or · No Exp.,), in the innermost pack and supplier's invoice.

18. Description of the Item, SR No, Date of Manufacture, Date of Expiry, Batch No, Name and address of manufacturer and · STATE LOGO, of Sri Lanka Government shall be clearly marked on the outer covering of the individual/innermost pack containing the minimum unit of measure, including blister & strip cards and on the outer cover of the carton/box.

Any deviations of the Date of Manufacture (DOM)/ Date of Expiry(DOE)declared in the offer shall be approved by MSD and DOM & DOE shall consist of at least the year & month.

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 30⁰c +/- 2⁰c temperature and 75% +/-5% relative humidity. The product storage conditions shall be clearly indicated at all levels of labels/packages/boxes.

23. Maintenance of Cold Chain;

- a. In case of cold storage items, cold chain monitors (temperature recording devices) shall be included for each carton and the cold chain shall be maintained according to the manufacturer's instructions during storage, transport and delivery.
- b. Supplier shall use suitable prominently visible identification marks of international standard, with appropriate colours and sizes for easy identification of cold cargo. Supplier shall use standardized **USB Devices** for temperature data logging inside the packages and shall provide free of charge, data logger readers **&/ software (reading apps compatible with Windows-07/latest)** to wharf department of SPC in advance, to enable examining the maintenance of cold chain in transit, and before taking over the consignment by MSD.
- c. If the cold chain break is observed at the time of taking over the consignments by MSD, such consignments shall be rejected, indicating the reason on the relevant **WDN or copy of the delivery documents**. In such an event, the SPC shall arrange necessary cold storage for the consignment until observed cold chain break is investigated leading to acceptance / total rejection of consignment and the expenses born by MSD / SPC in arranging the cold storage shall be recovered from the supplier.
- d. The vehicles transporting cold cargo to MSD shall be equipped with temperature monitoring devices and the vehicle shall have NMRA approval for transport of pharmaceuticals.
- e. The suppliers shall dispatch consignments of the items, which require 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. $< 25^{\circ}\text{C}$, $2-25^{\circ}\text{C}$, $15-20^{\circ}\text{C}/30^{\circ}\text{C}$, $2-8^{\circ}\text{C}$ etc.), supplier shall provide MSD with latest product stability study reports with the invoice of the consignment.(report shall include studies; at $30^{\circ}\text{C} \pm 2^{\circ}\text{C}$ & $75\% \pm 5\%$ RH for **AC stored** items and at $25^{\circ}\text{C} \pm 2^{\circ}\text{C}$ & $60\% \pm 5\%$ 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 its latest amended delivery schedules.

- (b). When the delay exceeds 60 days purchase order will be considered as automatically cancelled, on defaulted performance. In such a situation, MSD reserve the right to recover liquidated damages or to revoke the cancellation (eg. if payments have been released prior to such a cancellation), and accept the consignment subject to a 25% admin 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/its amendments; 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 supplier's fault (eg. In delivery; time, product, document, etc.) goods shall be accepted on the following working day, such date shall be counted for working out penalties as per No. 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/C's overstepping delivery schedules in the Indent/PO/its amendments, shall not in any way affect the recovery of late delivery charges, as per Condition No. 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/its 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 No's, as necessary for the surgical items (**not relevant to pharmaceutical & Laboratory items**) shall be provided with the bid document, for reference in the; tender evaluation by SPC, ascertaining (before awarding) user acceptance of deviations from the spec by MSD and inspecting the consignments delivered to MSD.

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

- 34 The supplier shall submit all shipping documents to (Including Bills of Lading / Draft Air Way Bills etc.) SPC Imports department and MSD by e-mail (follow instructions in website www.msd.gov.lk), at least 03 days before the Expected Time of Arrival (ETA) of sea freighted consignments & 02 days before the ETA of Air freighted consignments.
35. After releasing the Indent/PO or establishing L/C, the latest logistical position of manufacturing & supply on the Indent/PO, shall be updated biweekly through e-mails to SPC with a copy to MSD by the supplier.(follow instructions in the website www.msd.gov.lk)
If it is not complied or the information so provided are found to be incomplete/false, the grace period (for supply delays) mentioned in the condition No. 27 will not be applicable.

Common conditions

36. In addition to the general conditions of supply given herein, item/order-list specific amendments, exclusions or additions to the same, stated in the covering letter of the order list and any other relevant conditions as per the tender document issued by SPC, are also applicable. The order/item specific; new conditions or amendments to General Order Conditions, will be included in the order list itself and as a remark entry in the MSMIS order records.
37. Administrative surcharge of 25%(on the value of goods), will be applied for tender condition violations that cause deficiencies in supply with respect to; quality, standards & specifications, short packing & short supply or delayed delivery as per the cabinet decision. (eg. As in conditions No. 08,05,10,13)

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

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

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

- (i) -
- (ii) -
- (iii) -

Sufficient quantity of samples should be forwarded for evaluation.

Special Conditions

- Suppliers should submit all shipping documents including the Bill of lading or Air Way Bill to SPC at least 2-3 days prior to arrival of the consignments to prevent any delay in clearance.
- In the event of an award made to you on this tender, SPC reserve the right to cancel/suspend the procuring of said order in any stage, if you would be placed the defaulted supplier's list due to quality failure found in your previous supplies made to SPC or non compliance of contractual agreement.
- This bid is administered by the provisions of the "Public Contract Act No. 3 of 1987" and therefore, in the event bidder is to retain an agent, representative, nominee for and on behalf of Bid or shall register himself and such public contract act in accordance with the section 10 of the Public Contract Act and produce such valid original certificate of registration with the bid.
- Where a purchase for a particular item is being made for the first time from a supplier, or where there are previous quality failures on goods supplied by a Particular supplier payments will only be made upon testing the quality and standards of the goods and comparing the bulk supply with the samples provided along with the offer.
- Destination Terminal Handling charges (THC) should be borne by the supplier at the Port of Loading. Hence when the C&F prices are quoted this should be inclusive of THC.
- The bid submitted should be duly signed and endorsed by the Bidder/ Tenderer him self (with the name And designation of the signatory) or by the representative. Representatives submit offers on behalf of their principals should submit a letter of authorization and power of attorney (if signing on behalf of the principals) and also should submit documentary proof on their registration as per the Act. No. 03 of 1987 with the Department of the Registrar of Companies – Sri Lanka.
- In the event of delivery of consignments deviating from given delivery schedule by MSD due to default of supplier and same is rejected due lack of storage space available at MSD warehouses, any resulting demurrage charges incurred shall be borne by the suppliers concerned.
- **All Shipment should be made exclusively on vessels belonging to the Ceylon Shipping Corporation or those chartered by CSC. Shipments on other vessels will be permitted in instances where vessels of the Ceylon Shipping Corporation do not call at the Port of Shipment or if they are not available for timely shipment of cargo. In which event the supplier should attach a waiver certificate issued by Ceylon Shipping Corporation on their Authorized Agent in the supplier's country.**

BID NO: DHS/SUS/WW/112/24 CLOSING ON : 09.10.2023 at 9.00 a.m.

ORDER LIST NUMBER: 2024/SPC/N/C/S/00215

ITEM NO	SR NO	ITEM	QTY	DELIVERY	Bid Bond value (LKR)
1	13700701	Guidewire extra-stiff,size 0.035",260cm in length,PTFE coated,sterile, Angle/J tipped. Packing: 1 Nos.	800 Nos.	300-Jan/2024 300-May/2024 200-Sep/2024	99,200.00
2	13700702	Guidewire extra-stiff,size 0.035",180 cm in length,PTFE coated,sterile,Angle/J tipped. Packing: 1 Nos.	200 Nos.	100-Jan/2024 100-May/2024	24,800.00
4	13702206	Intra cranial support catheter,5F size,105cm in length,straight tip,maximum outer diameter 0.070". Packing: 1 Nos.	20 Nos.	10-Jan/2024 10-May/2024	N/A
5	13702207	Intra cranial support catheter,5F size,115cm in length, straight tip,maximum outer diameter 0.070". Packing: 1 Nos.	10 Nos.	5-Jan/2024 5-May/2024	N/A
6	13702208	Intra cranial support catheter,6F size,105cm in length, straight tip,maximum outer diameter 0.084" Packing: 1 Nos.	10 Nos.	5-Jan/2024 5-May/2024	N/A
8	13703602	Visceral Catheter,cobra shaped,hydrophilic coated,size 5F,maximum guidewire size 0.97mm(0.038"),80-100cm in length with plastic luer lock,sterile Packing: 1 Nos.	10 Nos.	5-Jan/2024 5-May/2024	N/A
9	13704002	Catheter Introducer Set,Cross Over,size 6Fr,with side arm,haemostatic valve and compatible guidewire,25-50cm length sheath,sterile. Packing: 1 Nos.	100 Nos.	30-Jan/2024 30-May/2024 40-Sep/2024	28,000.00
11	13704401	Catheter Introducer Set, paediatric, size 5Fr, with side arm, haemostatic valve, introducer dilator, 0.89mm (0.035') diameter guidewire, 9cm (approx.) length sheath, sterile. Packing: 1 Nos.	200 Nos.	100-Jan/2024 100-May/2024	N/A
17	13708401	Embolization coil(Pushable),MRI compatible,0.037" diameter guidewire compatible,sterile,8-10mm diameter x 30cm length. Packing: 1 Nos.	20 Nos.	10-Jan/2024 10-May/2024	N/A
19	13708403	Embolization coil(Pushable),MRI compatible,0.018" diameter guidewire compatible,sterile,2mm diameter x 2cm length. Packing: 1 Nos.	150 Nos.	50-Jan/2024 50-May/2024 50-Sep/2024	60,000.00

20	13708404	Embolization coil(Pushable),MRI compatible,0.018" diameter guidewire compatible,sterile,3mm diameter x4cm length. Packing: 1 Nos.	200 Nos.	80-Jan/2024 60-May/2024 60-Sep/2024	N/A
21	13708405	Embolization coil(Pushable),MRI compatible,0.018" diameter guidewire compatible,sterile,5mm diameter x 6cm length. Packing: 1 Nos.	180 Nos.	60-Jan/2024 60-May/2024 60-Sep/2024	72,000.00
23	13713001	Transluminal Angioplasty Balloon Catheter,size 5F, 0.018" diameter wire compatible,130cm length,3mm x 2cm, straight tip, sterile Packing: 1 Nos.	5 Nos.	5-Jan/2024	N/A
24	13713002	Transluminal Angioplasty Balloon Catheter,size 4F,0.018" diameter wire compatible,130cm length,3mm x 4cm,straight tip, sterile Packing: 1 Nos.	275 Nos.	100-Jan/2024 100-May/2024 75-Sep/2024	126,500.00
25	13713003	Transluminal Angioplasty Balloon Catheter,size 4F,0.018" diameter wire compatible,130cm length,3mm x 6cm,straight tip, sterile. Packing: 1 Nos.	290 Nos.	100-Jan/2024 100-May/2024 90-Sep/2024	133,400.00
26	13713004	Transluminal Angioplasty Balloon Catheter,size 4F,0.018" diameter wire compatible,130cm length,3mm x 12cm,straight tip, sterile Packing: 1 Nos.	460 Nos.	150-Jan/2024 150-May/2024 160-Sep/2024	211,600.00
27	13713005	Transluminal Angioplasty Balloon Catheter,size 4F,0.018" diameter wire compatible,130cm length,2mm x 4cm, straight tip, sterile. Packing: 1 Nos.	150 Nos.	500-Jan/2024 500-May/2024 50-Sep/2024	69,000.00
28	13713006	Transluminal Angioplasty Balloon Catheter,size 4F,0.018" diameter wire compatible,130cm length,2mm x 6cm,straight tip, sterile. Packing: 1 Nos.	200 Nos.	100-Jan/2024 100-Jun/2024	92,000.00
29	13713007	Transluminal Angioplasty Balloon Catheter,size 4F, 0.018" diameter wire compatible,130cm length,2mm x 12cm,straight tip, sterile Packing: 1 Nos.	250 Nos.	80-Jan/2024 80-May/2024 90-Sep/2024	115,000.00
30	13713008	Transluminal Angioplasty Balloon Catheter,size 4F, 0.018" diameter wire compatible,130cm length,2mm x 15cm,straight tip, sterile Packing: 1 Nos.	250 Nos.	80-Jan/2024 80-May/2024 90-Sep/2024	115,000.00
31	13713009	Transluminal Angioplasty Balloon Catheter,size 4F, 0.018" diameter wire compatible,130cm length,2mm x 22cm,straight tip, sterile. Packing: 1 Nos.	200 Nos.	100-Jan/2024 100-May/2024	92,000.00

32	13713010	Transluminal Angioplasty Balloon Catheter,size 4F,0.018" diameter wire compatible,130cm length,2mm x 2cm,straight tip, sterile Packing: 1 Nos.	10 Nos.	5-Jan/2024 5-May/2024	N/A
33	13713011	Transluminal Angioplasty Balloon Catheter,size 4F,0.014" diameter wire compatible,130cm length,1.5mm x 2cm,straight tip, sterile Packing: 1 Nos.	20 Nos.	10-Jan/2024 10-May/2024	N/A
34	13713012	Transluminal Angioplasty Balloon Catheter,size 4F,0.018" diameter wire compatible,130cm length,1.5mm x 4cm,straight tip, sterile Packing: 1 Nos.	30 Nos.	15-Jan/2024 15-May/2024	N/A
35	13713502	Covered stent,Self expndable,size 5mm x 2.5cm length, 0.018" diameter guidewire compatible,120cm length catheter, sterile. Packing: 1 Nos.	05 Nos.	5-Jan/2024	N/A
36	13713503	Covered stent,Self expandable,size 5mm x 5cm length, 0.018" diameter guide wire compatible,120cm length catheter, sterile. Packing: 1 Nos.	20 Nos.	10-Jan/2024 10-May/2024	30,000.00
37	13713505	Covered stent,Self expandable,size 6mm x 5cm length,0.018" diameter guide wire compatible,120cm length catheter,sterile. Packing: 1 Nos.	20 Nos.	10-Jan/2024 10-May/2024	30,000.00
38	13713508	Covered stent,Self expandable,size 7mm x 2.5cm length,0.018" diameter guide wire compatible,120cm length catheter, sterile. Packing: 1 Nos.	10 Nos.	5-Jan/2024 5-May/2024	N/A
39	13714300	TIPS Endoprosthesis (Liver Stent), Viatorr type or similar, including the delivery system, sterile. Packing: 1 Nos.	20 Nos.	10-Jan/2024 10-May/2024	249,600.00
40	13714502	Inferior Vena Cava filter retrieval kit with retrieval sheath and snare 20-25mm. Packing: 1 Nos.	40 Nos.	20-Jan/2024 20-May/2024	120,000.00
42	13716102	Nephrostomy Drainage Set with locking loop, containing; pigtail drainage catheter size 6Fr x 30cm length with 6 side holes, luer lock, needles with stylet size 18G x 15cm, 0.97mm (0.038") diameter x 50cm length guidewire with J tip, dilators with luer lock sizes 6Fr x 20cm length,clear connecting tube size 14Fr, x 30cm length, sterile. Packing: 1 set	200 set	100-Jan/2024 100-May/2024	42,350.00

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 06.05.2024 together with the tender

1. Page 9 Condition No. 19.b

Registrar of public contracts

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

1. Page 10 Condition No. 20. a

Representative samples in respect of items offered should be submitted to reach SPC on or before the closing time on the closing date of tender and acknowledgement receipt to be obtained from Administration Department of SPC.

Contract:

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

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

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

Amendments of Bidding Document for Procurement of Surgical/Lab items

(1) **Clause 8**

- (a) Bid Bonds to be submitted for each item (SR Number) when estimated value of each item exceeds LKR 01 Million.
- (b) Value and validity applicable for the submission of Bid Bond for each item should be as indicated therein.

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

- (c) To be deleted.

(2) **Clause 12**

Amend as **REIMBURSEMENT**

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

(3) **Clause 16.6**

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

(4) **Clause 28.0**

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

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

(6) Annex – 1 to be amend as follows.

SPECIMEN OF ANNEX – 1

ANNEX – 1

BID NO/ BID REFERENCE :
(TENDER NO)

DATE OF ISSUE :

CLOSING DATE & TIME :
(SRI LANKAN TIME)

ORDER LIST NO :

SR No	Item Description/ Specifications	Quantity	Delivery Schedule

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

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

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

MSD CONDITIONS OF SUPPLY

- 1.
- 2.

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

SPECIMEN OF CONTRACT FORM (IB)

STATE PHARMACEUTICALS CORPORATION OF SRI LANKA

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

**DEMOCRATIC SOCIALIST REPUBLIC OF SRI LANKA
AGREEMENT**

SPC Ref. No
Bid Ref.

Date :

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

AND

M/s
...business under the time, style and firm of a company duly registered and carrying business (hereinafter called **the supplier**+and which term or expression shall mean and include the said and its/their/its heirs executors administrator and permitted assign/successors in business or permitted assigns) of the **SECOND PART**.

AND

M/s
...business under the time, style and firm of a company duly registered and carrying business (hereinafter called **the Local Agent**+and which term or expression shall mean and include the said and its/their/its heirs executors administrator and permitted assign/successors in business or permitted assigns) of the **THIRD PART**.

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

NOW IT IS HEREBY AGREED AS FOLLOWS:

- 1. The following documents: .
 - (a) Conditions of Contract marked . Annex 1
 - (b) Bid Documents marked . Annex 2
 - (c) Copy of Indent marked . Annex 3

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

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

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

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

In witness whereof the State Pharmaceuticals Corporation has caused its Common Seal to be affixed and ~~_____~~ and ~~_____~~ . 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 ~~_____~~ .20~~_____~~

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

1. ~~_____~~ ..

President/Managing Director/C.E.O.

2. ~~_____~~ ..

Director

Witnesses

Signature

Name, Address and ID No./Passport No.

1. õ õ õ õ õ õ õ õ õ õ õ .

õ õ õ õ õ õ õ õ õ õ õ õ õ õ õ ..

2. õ õ õ õ õ õ õ õ õ õ õ .

õ õ õ õ õ õ õ õ õ õ õ õ õ õ õ

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

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

õ õ õ õ õ õ õ õ õ õ õ õ õ õ õ .
Director

Witnesses

Signature

Name, Address and ID No./Passport No.

1. õ õ õ õ õ õ õ õ õ õ õ .

õ õ õ õ õ õ õ õ õ õ õ õ õ õ õ ..

2. õ õ õ õ õ õ õ õ õ õ õ .

õ õ õ õ õ õ õ õ õ õ õ õ õ õ õ

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 NMQUAL or SPC Quality Assurance Laboratory or any other Quality Assurance Laboratory nominated by SPC or its fitness for use will be determined by and expert Committee appointed by the relevant authority.

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

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

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

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

20. FORCE MAJEURE

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

21. NOTICE

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

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

hereto)
.)
.)
.)

Authorized signatory

Authorized signatory

Witnesses

Signature

Name, Address and ID No

1.....

.....

2.....

.....

MPN/ns

ANNEX – 1

BID NO. : DHS/SUS/WW/113/24
DATE OF ISSUE : 29TH AUGUST 2023
CLOSING DATE & TIME : 09TH OCTOBER 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 (m³)
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 06.04.2024

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, manufacturer's name, country of manufacture, country of origin, etc.) provided in the bid document by the supplier, which has been accepted by the procurement committee, and included in the Indent / Purchase Order (PO), issued by SPC.
2. All items shall be supplied, sourcing from the manufacturer and country of manufacturer, stated in the Purchase Order (PO)/Indent of SPC and wherever applicable shall have a valid product registration from NMRA.
3. Maintaining the validity of the product registration during the period of supply(delivery schedule), obtaining import license / manufacture licensing at NMRA, is a pre-requisite for the supply of surgical items. Hence all suppliers shall produce relevant valid registration certificates/licenses, when requested by MSD/SPC.

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

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

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

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

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

Shelf life & Warrantees

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

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

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

8. Freshly manufactured stocks of the product shall be supplied; thereby the residual Shelf Life (shelf life remaining at the time of delivery of goods in Sri Lanka/MSD stores/Sri Lanka) of the product, shall be 85% of the product shelf life specified in Indent/PO or as certified in the product registration certificate or indicated in any other way by NMRA)
 - (a) When the shelf life is not specified in the indent/PO/item spec; the requested shelf life shall be considered as, 36 months for surgical items. (Shelf life of not applicable for surgical non-consumables) and 24 months for Pharma/Laboratory items. The Difference of the residual and requested product shelf life shall not exceed 1/6th (one sixth) of the original product shelf life.
 - (b) In the violation of the above tender condition, Director/MSD reserves the right to accept a reduced quantity, that is usable (as per the actual consumption rate) up to three months before the expiry of same and will subject to application of a penalty (as clause No. 37 and footnote 01)

Standards & Quality

9. **Standards:** In respect of all Pharmaceutical products supplied, shall comply Pharmacopoeia Standards that are indicated in the item specifications, other Pharmacopoeia Standards accepted in the product registration by the National Medicines Regulatory Authority.
10. As per the product registration dossier approved by NMRA, the product information leaflet (PIL) for the Pharmaceuticals items and the user manual/instruction pamphlet for surgical items. With information to users regarding the; storage conditions, maintenance, and other product compatibilities, shall be provided with the product, for acceptance of goods by MSD.

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

11. Withdrawal from use of items due to quality failure found as manufacturer's/Supplier's fault:
- In case of batch withdrawal, **value of entire batch quantity supplied** shall be recovered from the supplier.
 - In case of product withdrawal, **value of entire product quantity** supplied shall be recovered from the supplier.
 - In the event of either a) or b) above, supplier shall be charged the total **cost involved for MSD, of the quality failed supplies** with 25% administrative charge of the same.
12. The storage conditions and the packing requirements of the product shall conform to the information given by the manufacturer and accepted by NMRA for the product registration or shall conform to the information submitted for waiver of registration granted by NMRA in exceptional circumstances. (refer clause No.24)

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

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

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

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

15. Pack size, Labeling & Packaging

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

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

Above condition can be waved off, if the 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 · STATE 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 · Year & Month, or · No Exp.,), in the innermost pack and supplier's invoice.

18. Description of the Item, SR No, Date of Manufacture, Date of Expiry, Batch No, Name and address of manufacturer and · STATE LOGO, of Sri Lanka Government shall be clearly marked on the outer covering of the individual/innermost pack containing the minimum unit of measure, including blister & strip cards and on the outer cover of the carton/box.

Any deviations of the Date of Manufacture (DOM)/ Date of Expiry(DOE)declared in the offer shall be approved by MSD and DOM & DOE shall consist of at least the year & month.

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 30⁰c +/- 2⁰c temperature and 75% +/-5% relative humidity. The product storage conditions shall be clearly indicated at all levels of labels/packages/boxes.

23. Maintenance of Cold Chain;

- a. In case of cold storage items, cold chain monitors (temperature recording devices) shall be included for each carton and the cold chain shall be maintained according to the manufacturer's instructions during storage, transport and delivery.
- b. Supplier shall use suitable prominently visible identification marks of international standard, with appropriate colours and sizes for easy identification of cold cargo. Supplier shall use standardized **USB Devices** for temperature data logging inside the packages and shall provide free of charge, data logger readers **&/ software (reading apps compatible with Windows-07/latest)** to wharf department of SPC in advance, to enable examining the maintenance of cold chain in transit, and before taking over the consignment by MSD.
- c. If the cold chain break is observed at the time of taking over the consignments by MSD, such consignments shall be rejected, indicating the reason on the relevant **WDN or copy of the delivery documents**. In such an event, the SPC shall arrange necessary cold storage for the consignment until observed cold chain break is investigated leading to acceptance / total rejection of consignment and the expenses born by MSD / SPC in arranging the cold storage shall be recovered from the supplier.
- d. The vehicles transporting cold cargo to MSD shall be equipped with temperature monitoring devices and the vehicle shall have NMRA approval for transport of pharmaceuticals.
- e. The suppliers shall dispatch consignments of the items, which require 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. $< 25^{\circ}\text{C}$, $2-25^{\circ}\text{C}$, $15-20^{\circ}\text{C}/30^{\circ}\text{C}$, $2-8^{\circ}\text{C}$ etc.), supplier shall provide MSD with latest product stability study reports with the invoice of the consignment.(report shall include studies; at $30^{\circ}\text{C} \pm 2^{\circ}\text{C}$ & $75\% \pm 5\%$ RH for **AC stored** items and at $25^{\circ}\text{C} \pm 2^{\circ}\text{C}$ & $60\% \pm 5\%$ 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 its latest amended delivery schedules.

- (b). When the delay exceeds 60 days purchase order will be considered as automatically cancelled, on defaulted performance. In such a situation, MSD reserve the right to recover liquidated damages or to revoke the cancellation (eg. if payments have been released prior to such a cancellation), and accept the consignment subject to a 25% admin 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/its amendments; 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 supplier's fault (eg. In delivery; time, product, document, etc.) goods shall be accepted on the following working day, such date shall be counted for working out penalties as per No. 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/C's overstepping delivery schedules in the Indent/PO/its amendments, shall not in any way affect the recovery of late delivery charges, as per Condition No. 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/its 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 No's, as necessary for the surgical items (**not relevant to pharmaceutical & Laboratory items**) shall be provided with the bid document, for reference in the; tender evaluation by SPC, ascertaining (before awarding) user acceptance of deviations from the spec by MSD and inspecting the consignments delivered to MSD.

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

- 34 The supplier shall submit all shipping documents to (Including Bills of Lading / Draft Air Way Bills etc.) SPC Imports department and MSD by e-mail (follow instructions in website www.msd.gov.lk), at least 03 days before the Expected Time of Arrival (ETA) of sea freighted consignments & 02 days before the ETA of Air freighted consignments.
35. After releasing the Indent/PO or establishing L/C, the latest logistical position of manufacturing & supply on the Indent/PO, shall be updated biweekly through e-mails to SPC with a copy to MSD by the supplier.(follow instructions in the website www.msd.gov.lk)
If it is not complied or the information so provided are found to be incomplete/false, the grace period (for supply delays) mentioned in the condition No. 27 will not be applicable.

Common conditions

36. In addition to the general conditions of supply given herein, item/order-list specific amendments, exclusions or additions to the same, stated in the covering letter of the order list and any other relevant conditions as per the tender document issued by SPC, are also applicable. The order/item specific; new conditions or amendments to General Order Conditions, will be included in the order list itself and as a remark entry in the MSMIS order records.
37. Administrative surcharge of 25%(on the value of goods), will be applied for tender condition violations that cause deficiencies in supply with respect to; quality, standards & specifications, short packing & short supply or delayed delivery as per the cabinet decision. (eg. As in conditions No. 08,05,10,13)

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

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

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

- (i) -
- (ii) -
- (iii) -

Sufficient quantity of samples should be forwarded for evaluation.

Special Conditions

- Suppliers should submit all shipping documents including the Bill of lading or Air Way Bill to SPC at least 2-3 days prior to arrival of the consignments to prevent any delay in clearance.
- In the event of an award made to you on this tender, SPC reserve the right to cancel/suspend the procuring of said order in any stage, if you would be placed the defaulted supplier's list due to quality failure found in your previous supplies made to SPC or non compliance of contractual agreement.
- This bid is administered by the provisions of the "Public Contract Act No. 3 of 1987" and therefore, in the event bidder is to retain an agent, representative, nominee for and on behalf of Bid or shall register himself and such public contract act in accordance with the section 10 of the Public Contract Act and produce such valid original certificate of registration with the bid.
- Where a purchase for a particular item is being made for the first time from a supplier, or where there are previous quality failures on goods supplied by a Particular supplier payments will only be made upon testing the quality and standards of the goods and comparing the bulk supply with the samples provided along with the offer.
- Destination Terminal Handling charges (THC) should be borne by the supplier at the Port of Loading. Hence when the C&F prices are quoted this should be inclusive of THC.
- The bid submitted should be duly signed and endorsed by the Bidder/ Tenderer him self (with the name And designation of the signatory) or by the representative. Representatives submit offers on behalf of their principals should submit a letter of authorization and power of attorney (if signing on behalf of the principals) and also should submit documentary proof on their registration as per the Act. No. 03 of 1987 with the Department of the Registrar of Companies – Sri Lanka.
- In the event of delivery of consignments deviating from given delivery schedule by MSD due to default of supplier and same is rejected due lack of storage space available at MSD warehouses, any resulting demurrage charges incurred shall be borne by the suppliers concerned.
- **All Shipment should be made exclusively on vessels belonging to the Ceylon Shipping Corporation or those chartered by CSC. Shipments on other vessels will be permitted in instances where vessels of the Ceylon Shipping Corporation do not call at the Port of Shipment or if they are not available for timely shipment of cargo. In which event the supplier should attach a waiver certificate issued by Ceylon Shipping Corporation on their Authorized Agent in the supplier's country.**

BID NO: DHS/SUS/WW/113/24 CLOSING ON : 09.10.2023 at 9.00 a.m.

ORDER LIST NUMBER: 2024/SPC/N/C/S/00111

ITEM/ SR NO	ITEM	QTY Nos.	DELIVERY	Bid Bond value (LKR)
1/13527001	Coronary Guidewire, Similar to Roadrunner Extra support, straight tip, size 0.46mm (0.018") diameter, 175cm - 190cm length, sterile.	60	20-Jan/2024 20-May/2024 20-Sep/2024	N/A
13/13528802	Coronary Guidewire, Similar to Fielder XT- R, straight tip, size 0.36mm (0.014") diameter, 0.5 tip load, 175cm - 190cm length, sterile.	950	300-Jan/2024 300-May/2024 300-Aug/2024	366,150.00
15/13528804	Coronary Guidewire, Similar to Fielder XT - A, straight tip, size 0.36mm (0.014") diameter, 1.0 tip load, 175cm - 190cm length, sterile.	900	300-Jan/2024 300-May/2024 300-Sep/2024	347,200.00
19/13528810	Coronary Guidewire, Similar to Grand Slam, straight tip, size 0.36mm (0.014") diameter, 0.7 tip load, 175cm - 190cm length, sterile.	650	200-Jan/2024 200-May/2024 250-Aug/2024	74,400.00

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 06.05.2024 together with the tender

1. Page 9 Condition No. 19.b

Registrar of public contracts

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

1. Page 10 Condition No. 20. a

Representative samples in respect of items offered should be submitted to reach SPC on or before the closing time on the closing date of tender and acknowledgement receipt to be obtained from Administration Department of SPC.

Contract:

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

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

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

Amendments of Bidding Document for Procurement of Surgical/Lab items**(1) Clause 8**

- (a) Bid Bonds to be submitted for each item (SR Number) when estimated value of each item exceeds LKR 01 Million.
- (b) Value and validity applicable for the submission of Bid Bond for each item should be as indicated therein.

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

- (c) To be deleted.

(2) Clause 12

Amend as **REIMBURSEMENT**

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

(3) Clause 16.6

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

(4) Clause 28.0

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

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

(6) Annex – 1 to be amend as follows.

SPECIMEN OF ANNEX – 1

ANNEX – 1

BID NO/ BID REFERENCE :
(TENDER NO)

DATE OF ISSUE :

CLOSING DATE & TIME :
(SRI LANKAN TIME)

ORDER LIST NO :

SR No	Item Description/ Specifications	Quantity	Delivery Schedule

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

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

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

MSD CONDITIONS OF SUPPLY

- 1.
- 2.

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

SPECIMEN OF CONTRACT FORM (IB)

STATE PHARMACEUTICALS CORPORATION OF SRI LANKA

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

**DEMOCRATIC SOCIALIST REPUBLIC OF SRI LANKA
AGREEMENT**

SPC Ref. No
Bid Ref.

Date :

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

AND

M/s
...business under the time, style and firm of a company duly registered and carrying business (hereinafter called **the supplier**+and which term or expression shall mean and include the said and its/their/its heirs executors administrator and permitted assign/successors in business or permitted assigns) of the **SECOND PART**.

AND

M/s
...business under the time, style and firm of a company duly registered and carrying business (hereinafter called **the Local Agent**+and which term or expression shall mean and include the said and its/their/its heirs executors administrator and permitted assign/successors in business or permitted assigns) of the **THIRD PART**.

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

NOW IT IS HEREBY AGREED AS FOLLOWS:

- 1. The following documents: .
 - (a) Conditions of Contract marked . Annex 1
 - (b) Bid Documents marked . Annex 2
 - (c) Copy of Indent marked . Annex 3

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

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

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

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

In witness whereof the State Pharmaceuticals Corporation has caused its Common Seal to be affixed and ~~_____~~ and ~~_____~~ . 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 ~~_____~~ .20~~_____~~

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

1. ~~_____~~ ..

President/Managing Director/C.E.O.

2. ~~_____~~ ..

Director

Witnesses

Signature

Name, Address and ID No./Passport No.

1. õ õ õ õ õ õ õ õ õ õ õ .

õ õ õ õ õ õ õ õ õ õ õ õ õ õ õ ..

2. õ õ õ õ õ õ õ õ õ õ õ .

õ õ õ õ õ õ õ õ õ õ õ õ õ õ õ

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

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

õ õ õ õ õ õ õ õ õ õ õ õ õ õ õ .
Director

Witnesses

Signature

Name, Address and ID No./Passport No.

1. õ õ õ õ õ õ õ õ õ õ õ .

õ õ õ õ õ õ õ õ õ õ õ õ õ õ õ ..

2. õ õ õ õ õ õ õ õ õ õ õ .

õ õ õ õ õ õ õ õ õ õ õ õ õ õ õ

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 NMQUAL or SPC Quality Assurance Laboratory or any other Quality Assurance Laboratory nominated by SPC or its fitness for use will be determined by and expert Committee appointed by the relevant authority.

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

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

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

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

20. FORCE MAJEURE

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

21. NOTICE

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

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

hereto)
.)
.)
.)

Authorized signatory

Authorized signatory

Witnesses

Signature

Name, Address and ID No

1.....

.....

2.....

.....

MPN/ns

ANNEX – 1

BID NO. : DHS/SUS/WW/114/24
DATE OF ISSUE : 29TH AUGUST 2023
CLOSING DATE & TIME : 09TH OCTOBER 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 (m³)
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 06.04.2024

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, manufacturer's name, country of manufacture, country of origin, etc.) provided in the bid document by the supplier, which has been accepted by the procurement committee, and included in the Indent / Purchase Order (PO), issued by SPC.
2. All items shall be supplied, sourcing from the manufacturer and country of manufacturer, stated in the Purchase Order (PO)/Indent of SPC and wherever applicable shall have a valid product registration from NMRA.
3. Maintaining the validity of the product registration during the period of supply(delivery schedule), obtaining import license / manufacture licensing at NMRA, is a pre-requisite for the supply of surgical items. Hence all suppliers shall produce relevant valid registration certificates/licenses, when requested by MSD/SPC.

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

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

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

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

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

Shelf life & Warrantees

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

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

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

8. Freshly manufactured stocks of the product shall be supplied; thereby the residual Shelf Life (shelf life remaining at the time of delivery of goods in Sri Lanka/MSD stores/Sri Lanka) of the product, shall be 85% of the product shelf life specified in Indent/PO or as certified in the product registration certificate or indicated in any other way by NMRA)
 - (a) When the shelf life is not specified in the indent/PO/item spec; the requested shelf life shall be considered as, 36 months for surgical items. (Shelf life of not applicable for surgical non-consumables) and 24 months for Pharma/Laboratory items. The Difference of the residual and requested product shelf life shall not exceed 1/6th (one sixth) of the original product shelf life.
 - (b) In the violation of the above tender condition, Director/MSD reserves the right to accept a reduced quantity, that is usable (as per the actual consumption rate) up to three months before the expiry of same and will subject to application of a penalty (as clause No. 37 and footnote 01)

Standards & Quality

9. **Standards:** In respect of all Pharmaceutical products supplied, shall comply Pharmacopoeia Standards that are indicated in the item specifications, other Pharmacopoeia Standards accepted in the product registration by the National Medicines Regulatory Authority.
10. As per the product registration dossier approved by NMRA, the product information leaflet (PIL) for the Pharmaceuticals items and the user manual/instruction pamphlet for surgical items. With information to users regarding the; storage conditions, maintenance, and other product compatibilities, shall be provided with the product, for acceptance of goods by MSD.

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

11. Withdrawal from use of items due to quality failure found as manufacturer's/Supplier's fault:
- In case of batch withdrawal, **value of entire batch quantity supplied** shall be recovered from the supplier.
 - In case of product withdrawal, **value of entire product quantity** supplied shall be recovered from the supplier.
 - In the event of either a) or b) above, supplier shall be charged the total **cost involved for MSD, of the quality failed supplies** with 25% administrative charge of the same.
12. The storage conditions and the packing requirements of the product shall conform to the information given by the manufacturer and accepted by NMRA for the product registration or shall conform to the information submitted for waiver of registration granted by NMRA in exceptional circumstances. (refer clause No.24)

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

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

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

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

15. Pack size, Labeling & Packaging

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

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

Above condition can be waved off, if the 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 · STATE 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 · Year & Month, or · No Exp.,), in the innermost pack and supplier's invoice.

18. Description of the Item, SR No, Date of Manufacture, Date of Expiry, Batch No, Name and address of manufacturer and · STATE LOGO, of Sri Lanka Government shall be clearly marked on the outer covering of the individual/innermost pack containing the minimum unit of measure, including blister & strip cards and on the outer cover of the carton/box.

Any deviations of the Date of Manufacture (DOM)/ Date of Expiry(DOE)declared in the offer shall be approved by MSD and DOM & DOE shall consist of at least the year & month.

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 30⁰c +/- 2⁰c temperature and 75% +/-5% relative humidity. The product storage conditions shall be clearly indicated at all levels of labels/packages/boxes.

23. Maintenance of Cold Chain;

- a. In case of cold storage items, cold chain monitors (temperature recording devices) shall be included for each carton and the cold chain shall be maintained according to the manufacturer's instructions during storage, transport and delivery.
- b. Supplier shall use suitable prominently visible identification marks of international standard, with appropriate colours and sizes for easy identification of cold cargo. Supplier shall use standardized **USB Devices** for temperature data logging inside the packages and shall provide free of charge, data logger readers **&/ software (reading apps compatible with Windows-07/latest)** to wharf department of SPC in advance, to enable examining the maintenance of cold chain in transit, and before taking over the consignment by MSD.
- c. If the cold chain break is observed at the time of taking over the consignments by MSD, such consignments shall be rejected, indicating the reason on the relevant **WDN or copy of the delivery documents**. In such an event, the SPC shall arrange necessary cold storage for the consignment until observed cold chain break is investigated leading to acceptance / total rejection of consignment and the expenses born by MSD / SPC in arranging the cold storage shall be recovered from the supplier.
- d. The vehicles transporting cold cargo to MSD shall be equipped with temperature monitoring devices and the vehicle shall have NMRA approval for transport of pharmaceuticals.
- e. The suppliers shall dispatch consignments of the items, which require 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. $< 25^{\circ}\text{C}$, $2-25^{\circ}\text{C}$, $15-20^{\circ}\text{C}/30^{\circ}\text{C}$, $2-8^{\circ}\text{C}$ etc.), supplier shall provide MSD with latest product stability study reports with the invoice of the consignment.(report shall include studies; at $30^{\circ}\text{C} \pm 2^{\circ}\text{C}$ & $75\% \pm 5\%$ RH for **AC stored** items and at $25^{\circ}\text{C} \pm 2^{\circ}\text{C}$ & $60\% \pm 5\%$ 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 its latest amended delivery schedules.

- (b). When the delay exceeds 60 days purchase order will be considered as automatically cancelled, on defaulted performance. In such a situation, MSD reserve the right to recover liquidated damages or to revoke the cancellation (eg. if payments have been released prior to such a cancellation), and accept the consignment subject to a 25% admin 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/its amendments; 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 supplier's fault (eg. In delivery; time, product, document, etc.) goods shall be accepted on the following working day, such date shall be counted for working out penalties as per No. 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/C's overstepping delivery schedules in the Indent/PO/its amendments, shall not in any way affect the recovery of late delivery charges, as per Condition No. 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/its 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 No's, as necessary for the surgical items (**not relevant to pharmaceutical & Laboratory items**) shall be provided with the bid document, for reference in the; tender evaluation by SPC, ascertaining (before awarding) user acceptance of deviations from the spec by MSD and inspecting the consignments delivered to MSD.

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

- 34 The supplier shall submit all shipping documents to (Including Bills of Lading / Draft Air Way Bills etc.) SPC Imports department and MSD by e-mail (follow instructions in website www.msd.gov.lk), at least 03 days before the Expected Time of Arrival (ETA) of sea freighted consignments & 02 days before the ETA of Air freighted consignments.
35. After releasing the Indent/PO or establishing L/C, the latest logistical position of manufacturing & supply on the Indent/PO, shall be updated biweekly through e-mails to SPC with a copy to MSD by the supplier.(follow instructions in the website www.msd.gov.lk)
If it is not complied or the information so provided are found to be incomplete/false, the grace period (for supply delays) mentioned in the condition No. 27 will not be applicable.

Common conditions

36. In addition to the general conditions of supply given herein, item/order-list specific amendments, exclusions or additions to the same, stated in the covering letter of the order list and any other relevant conditions as per the tender document issued by SPC, are also applicable. The order/item specific; new conditions or amendments to General Order Conditions, will be included in the order list itself and as a remark entry in the MSMIS order records.
37. Administrative surcharge of 25%(on the value of goods), will be applied for tender condition violations that cause deficiencies in supply with respect to; quality, standards & specifications, short packing & short supply or delayed delivery as per the cabinet decision. (eg. As in conditions No. 08,05,10,13)

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

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

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

- (i) -
- (ii) -
- (iii) -

Sufficient quantity of samples should be forwarded for evaluation.

Special Conditions

- Suppliers should submit all shipping documents including the Bill of lading or Air Way Bill to SPC at least 2-3 days prior to arrival of the consignments to prevent any delay in clearance.
- In the event of an award made to you on this tender, SPC reserve the right to cancel/suspend the procuring of said order in any stage, if you would be placed the defaulted supplier's list due to quality failure found in your previous supplies made to SPC or non compliance of contractual agreement.
- This bid is administered by the provisions of the "Public Contract Act No. 3 of 1987" and therefore, in the event bidder is to retain an agent, representative, nominee for and on behalf of Bid or shall register himself and such public contract act in accordance with the section 10 of the Public Contract Act and produce such valid original certificate of registration with the bid.
- Where a purchase for a particular item is being made for the first time from a supplier, or where there are previous quality failures on goods supplied by a Particular supplier payments will only be made upon testing the quality and standards of the goods and comparing the bulk supply with the samples provided along with the offer.
- Destination Terminal Handling charges (THC) should be borne by the supplier at the Port of Loading. Hence when the C&F prices are quoted this should be inclusive of THC.
- The bid submitted should be duly signed and endorsed by the Bidder/ Tenderer him self (with the name And designation of the signatory) or by the representative. Representatives submit offers on behalf of their principals should submit a letter of authorization and power of attorney (if signing on behalf of the principals) and also should submit documentary proof on their registration as per the Act. No. 03 of 1987 with the Department of the Registrar of Companies – Sri Lanka.
- In the event of delivery of consignments deviating from given delivery schedule by MSD due to default of supplier and same is rejected due lack of storage space available at MSD warehouses, any resulting demurrage charges incurred shall be borne by the suppliers concerned.
- **All Shipment should be made exclusively on vessels belonging to the Ceylon Shipping Corporation or those chartered by CSC. Shipments on other vessels will be permitted in instances where vessels of the Ceylon Shipping Corporation do not call at the Port of Shipment or if they are not available for timely shipment of cargo. In which event the supplier should attach a waiver certificate issued by Ceylon Shipping Corporation on their Authorized Agent in the supplier's country.**

BID NO: DHS/SUS/WW/114/24 CLOSING ON : 09.10.2023 at 9.00 a.m.

ORDER LIST NUMBER: 2024/SPC/N/C/S/00106

ITEM/ SR NO	ITEM	QTY Nos.	DELIVERY	Bid Bond value (LKR)
8/13526101	Guidewire, J tip, stainless steel core, PTFE (similar to Teflon) coated size 0.81mm (0.032") diameter, 260cm - 300cm length, sterile.	600	300-Jan/2024 300-May/2024	35,100.00
9/13526401	Guidewire, J tip, stainless steel core, PTFE (similar to Teflon) coated size 0.89mm (0.035") diameter, 260cm - 300cm length, sterile.	800	800-Jan/2024	36,000.00
10/13526500	Guidewire, straight tip, stainless steel core, PTFE (similar to Teflon) coated size 0.89mm (0.035") diameter, 150cm - 190cm length, sterile.	80	30-Jan/2024 30-Apr/2024 20-Aug/2024	N/A

Packing: 1 Nos.

All tenderers should furnish an unconditional Bid Bond encashable on demand to the value mentioned in the item list. Bid Bond should be submitted with valid up to 06.05.2024 together with the tender

1. Page 9 Condition No. 19.b

Registrar of public contracts

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

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

Contract:

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

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

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

Amendments of Bidding Document for Procurement of Surgical/Lab items

(1) **Clause 8**

- (a) Bid Bonds to be submitted for each item (SR Number) when estimated value of each item exceeds LKR 01 Million.
- (b) Value and validity applicable for the submission of Bid Bond for each item should be as indicated therein.

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

- (c) To be deleted.

(2) **Clause 12**

Amend as **REIMBURSEMENT**

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

(3) **Clause 16.6**

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

(4) **Clause 28.0**

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

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

(6) Annex – 1 to be amend as follows.

SPECIMEN OF ANNEX – 1

ANNEX – 1

BID NO/ BID REFERENCE :
(TENDER NO)

DATE OF ISSUE :

CLOSING DATE & TIME :
(SRI LANKAN TIME)

ORDER LIST NO :

SR No	Item Description/ Specifications	Quantity	Delivery Schedule

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

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

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

MSD CONDITIONS OF SUPPLY

- 1.
- 2.

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

SPECIMEN OF CONTRACT FORM (IB)

STATE PHARMACEUTICALS CORPORATION OF SRI LANKA

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

**DEMOCRATIC SOCIALIST REPUBLIC OF SRI LANKA
AGREEMENT**

SPC Ref. No
Bid Ref.

Date :

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

AND

M/s
...business under the time, style and firm of a company duly registered and carrying business (hereinafter called **the supplier**+and which term or expression shall mean and include the said and its/their/its heirs executors administrator and permitted assign/successors in business or permitted assigns) of the **SECOND PART**.

AND

M/s
...business under the time, style and firm of a company duly registered and carrying business (hereinafter called **the Local Agent**+and which term or expression shall mean and include the said and its/their/its heirs executors administrator and permitted assign/successors in business or permitted assigns) of the **THIRD PART**.

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

NOW IT IS HEREBY AGREED AS FOLLOWS:

- 1. The following documents: .
 - (a) Conditions of Contract marked . Annex 1
 - (b) Bid Documents marked . Annex 2
 - (c) Copy of Indent marked . Annex 3

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

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

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

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

In witness whereof the State Pharmaceuticals Corporation has caused its Common Seal to be affixed and ~~_____~~ and ~~_____~~ . 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 ~~_____~~ .20~~_____~~

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

1. ~~_____~~ ..

President/Managing Director/C.E.O.

2. ~~_____~~ ..

Director

Witnesses

Signature

Name, Address and ID No./Passport No.

1. õ õ õ õ õ õ õ õ õ õ õ .

õ õ õ õ õ õ õ õ õ õ õ õ õ õ õ ..

2. õ õ õ õ õ õ õ õ õ õ õ .

õ õ õ õ õ õ õ õ õ õ õ õ õ õ õ

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

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

õ õ õ õ õ õ õ õ õ õ õ õ õ õ õ .
Director

Witnesses

Signature

Name, Address and ID No./Passport No.

1. õ õ õ õ õ õ õ õ õ õ õ .

õ õ õ õ õ õ õ õ õ õ õ õ õ õ õ ..

2. õ õ õ õ õ õ õ õ õ õ õ .

õ õ õ õ õ õ õ õ õ õ õ õ õ õ õ

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 NMQUAL or SPC Quality Assurance Laboratory or any other Quality Assurance Laboratory nominated by SPC or its fitness for use will be determined by and expert Committee appointed by the relevant authority.

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

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

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

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

20. **FORCE MAJEURE**

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

21. **NOTICE**

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

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

hereto)
.)
.)
.)

Authorized signatory

Authorized signatory

Witnesses

Signature

Name, Address and ID No

1.....

.....

2.....

.....

MPN/ns

ANNEX – 1

BID NO. : DHS/SUS/WW/115/24
DATE OF ISSUE : 29TH AUGUST 2023
CLOSING DATE & TIME : 09TH OCTOBER 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 (m³)
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 06.04.2024

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, manufacturer's name, country of manufacture, country of origin, etc.) provided in the bid document by the supplier, which has been accepted by the procurement committee, and included in the Indent / Purchase Order (PO), issued by SPC.
2. All items shall be supplied, sourcing from the manufacturer and country of manufacturer, stated in the Purchase Order (PO)/Indent of SPC and wherever applicable shall have a valid product registration from NMRA.
3. Maintaining the validity of the product registration during the period of supply(delivery schedule), obtaining import license / manufacture licensing at NMRA, is a pre-requisite for the supply of surgical items. Hence all suppliers shall produce relevant valid registration certificates/licenses, when requested by MSD/SPC.

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

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

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

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

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

Shelf life & Warrantees

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

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

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

8. Freshly manufactured stocks of the product shall be supplied; thereby the residual Shelf Life (shelf life remaining at the time of delivery of goods in Sri Lanka/MSD stores/Sri Lanka) of the product, shall be 85% of the product shelf life specified in Indent/PO or as certified in the product registration certificate or indicated in any other way by NMRA)
 - (a) When the shelf life is not specified in the indent/PO/item spec; the requested shelf life shall be considered as, 36 months for surgical items. (Shelf life of not applicable for surgical non-consumables) and 24 months for Pharma/Laboratory items. The Difference of the residual and requested product shelf life shall not exceed 1/6th (one sixth) of the original product shelf life.
 - (b) In the violation of the above tender condition, Director/MSD reserves the right to accept a reduced quantity, that is usable (as per the actual consumption rate) up to three months before the expiry of same and will subject to application of a penalty (as clause No. 37 and footnote 01)

Standards & Quality

9. **Standards:** In respect of all Pharmaceutical products supplied, shall comply Pharmacopoeia Standards that are indicated in the item specifications, other Pharmacopoeia Standards accepted in the product registration by the National Medicines Regulatory Authority.
10. As per the product registration dossier approved by NMRA, the product information leaflet (PIL) for the Pharmaceuticals items and the user manual/instruction pamphlet for surgical items. With information to users regarding the; storage conditions, maintenance, and other product compatibilities, shall be provided with the product, for acceptance of goods by MSD.

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

11. Withdrawal from use of items due to quality failure found as manufacturer's/Supplier's fault:
- In case of batch withdrawal, **value of entire batch quantity supplied** shall be recovered from the supplier.
 - In case of product withdrawal, **value of entire product quantity** supplied shall be recovered from the supplier.
 - In the event of either a) or b) above, supplier shall be charged the total **cost involved for MSD, of the quality failed supplies** with 25% administrative charge of the same.
12. The storage conditions and the packing requirements of the product shall conform to the information given by the manufacturer and accepted by NMRA for the product registration or shall conform to the information submitted for waiver of registration granted by NMRA in exceptional circumstances. (refer clause No.24)

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

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

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

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

15. Pack size, Labeling & Packaging

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

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

Above condition can be waved off, if the 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 · STATE 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 · Year & Month, or · No Exp.,), in the innermost pack and supplier's invoice.

18. Description of the Item, SR No, Date of Manufacture, Date of Expiry, Batch No, Name and address of manufacturer and · STATE LOGO, of Sri Lanka Government shall be clearly marked on the outer covering of the individual/innermost pack containing the minimum unit of measure, including blister & strip cards and on the outer cover of the carton/box.

Any deviations of the Date of Manufacture (DOM)/ Date of Expiry(DOE)declared in the offer shall be approved by MSD and DOM & DOE shall consist of at least the year & month.

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 30⁰c +/- 2⁰c temperature and 75% +/-5% relative humidity. The product storage conditions shall be clearly indicated at all levels of labels/packages/boxes.

23. Maintenance of Cold Chain;

- a. In case of cold storage items, cold chain monitors (temperature recording devices) shall be included for each carton and the cold chain shall be maintained according to the manufacturer's instructions during storage, transport and delivery.
- b. Supplier shall use suitable prominently visible identification marks of international standard, with appropriate colours and sizes for easy identification of cold cargo. Supplier shall use standardized **USB Devices** for temperature data logging inside the packages and shall provide free of charge, data logger readers **&/ software (reading apps compatible with Windows-07/latest)** to wharf department of SPC in advance, to enable examining the maintenance of cold chain in transit, and before taking over the consignment by MSD.
- c. If the cold chain break is observed at the time of taking over the consignments by MSD, such consignments shall be rejected, indicating the reason on the relevant **WDN or copy of the delivery documents**. In such an event, the SPC shall arrange necessary cold storage for the consignment until observed cold chain break is investigated leading to acceptance / total rejection of consignment and the expenses born by MSD / SPC in arranging the cold storage shall be recovered from the supplier.
- d. The vehicles transporting cold cargo to MSD shall be equipped with temperature monitoring devices and the vehicle shall have NMRA approval for transport of pharmaceuticals.
- e. The suppliers shall dispatch consignments of the items, which require 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. $< 25^{\circ}\text{C}$, $2-25^{\circ}\text{C}$, $15-20^{\circ}\text{C}/30^{\circ}\text{C}$, $2-8^{\circ}\text{C}$ etc.), supplier shall provide MSD with latest product stability study reports with the invoice of the consignment.(report shall include studies; at $30^{\circ}\text{C} \pm 2^{\circ}\text{C}$ & $75\% \pm 5\%$ RH for **AC stored** items and at $25^{\circ}\text{C} \pm 2^{\circ}\text{C}$ & $60\% \pm 5\%$ 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 its latest amended delivery schedules.

- (b). When the delay exceeds 60 days purchase order will be considered as automatically cancelled, on defaulted performance. In such a situation, MSD reserve the right to recover liquidated damages or to revoke the cancellation (eg. if payments have been released prior to such a cancellation), and accept the consignment subject to a 25% admin 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/its amendments; 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 supplier's fault (eg. In delivery; time, product, document, etc.) goods shall be accepted on the following working day, such date shall be counted for working out penalties as per No. 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/C's overstepping delivery schedules in the Indent/PO/its amendments, shall not in any way affect the recovery of late delivery charges, as per Condition No. 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/its 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 No's, as necessary for the surgical items (**not relevant to pharmaceutical & Laboratory items**) shall be provided with the bid document, for reference in the; tender evaluation by SPC, ascertaining (before awarding) user acceptance of deviations from the spec by MSD and inspecting the consignments delivered to MSD.

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

- 34 The supplier shall submit all shipping documents to (Including Bills of Lading / Draft Air Way Bills etc.) SPC Imports department and MSD by e-mail (follow instructions in website www.msd.gov.lk), at least 03 days before the Expected Time of Arrival (ETA) of sea freighted consignments & 02 days before the ETA of Air freighted consignments.
35. After releasing the Indent/PO or establishing L/C, the latest logistical position of manufacturing & supply on the Indent/PO, shall be updated biweekly through e-mails to SPC with a copy to MSD by the supplier.(follow instructions in the website www.msd.gov.lk)
If it is not complied or the information so provided are found to be incomplete/false, the grace period (for supply delays) mentioned in the condition No. 27 will not be applicable.

Common conditions

36. In addition to the general conditions of supply given herein, item/order-list specific amendments, exclusions or additions to the same, stated in the covering letter of the order list and any other relevant conditions as per the tender document issued by SPC, are also applicable. The order/item specific; new conditions or amendments to General Order Conditions, will be included in the order list itself and as a remark entry in the MSMIS order records.
37. Administrative surcharge of 25%(on the value of goods), will be applied for tender condition violations that cause deficiencies in supply with respect to; quality, standards & specifications, short packing & short supply or delayed delivery as per the cabinet decision. (eg. As in conditions No. 08,05,10,13)

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

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

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

- (i) -
- (ii) -
- (iii) -

Sufficient quantity of samples should be forwarded for evaluation.

Special Conditions

- Suppliers should submit all shipping documents including the Bill of lading or Air Way Bill to SPC at least 2-3 days prior to arrival of the consignments to prevent any delay in clearance.
- In the event of an award made to you on this tender, SPC reserve the right to cancel/suspend the procuring of said order in any stage, if you would be placed the defaulted supplier's list due to quality failure found in your previous supplies made to SPC or non compliance of contractual agreement.
- This bid is administered by the provisions of the "Public Contract Act No. 3 of 1987" and therefore, in the event bidder is to retain an agent, representative, nominee for and on behalf of Bid or shall register himself and such public contract act in accordance with the section 10 of the Public Contract Act and produce such valid original certificate of registration with the bid.
- Where a purchase for a particular item is being made for the first time from a supplier, or where there are previous quality failures on goods supplied by a Particular supplier payments will only be made upon testing the quality and standards of the goods and comparing the bulk supply with the samples provided along with the offer.
- Destination Terminal Handling charges (THC) should be borne by the supplier at the Port of Loading. Hence when the C&F prices are quoted this should be inclusive of THC.
- The bid submitted should be duly signed and endorsed by the Bidder/ Tenderer him self (with the name And designation of the signatory) or by the representative. Representatives submit offers on behalf of their principals should submit a letter of authorization and power of attorney (if signing on behalf of the principals) and also should submit documentary proof on their registration as per the Act. No. 03 of 1987 with the Department of the Registrar of Companies – Sri Lanka.
- In the event of delivery of consignments deviating from given delivery schedule by MSD due to default of supplier and same is rejected due lack of storage space available at MSD warehouses, any resulting demurrage charges incurred shall be borne by the suppliers concerned.
- **All Shipment should be made exclusively on vessels belonging to the Ceylon Shipping Corporation or those chartered by CSC. Shipments on other vessels will be permitted in instances where vessels of the Ceylon Shipping Corporation do not call at the Port of Shipment or if they are not available for timely shipment of cargo. In which event the supplier should attach a waiver certificate issued by Ceylon Shipping Corporation on their Authorized Agent in the supplier's country.**

BID NO: DHS/SUS/WW/115/24 CLOSING ON : 09.10.2023 at 9.00 a.m.

ORDER LIST NUMBER: 2024/SPC/N/C/S/00050

ITEM NO	SR NO	ITEM	QTY	DELIVERY	Bid Bond value (LKR)
2	21209305	Instrument Set for Flexible Nailing System,for paediatric,titanium,in sterilizing tray, with 100 nails of different sizes. Packing: 1 Nos.	18 Nos.	18-Jan/2024	1,821,000.00
3	21209308	Instrument Set for Humeral Intramedullary Nailing System, with distal aiming device, in sterilizing tray, with implants of different sizes for 20 patients, comprising; nail and locking screw, AO compatible. Packing: 1 set	6 set	06-Mar/2024	171,000.00
4	21209309	Instrument Set for Telescopic Nailing System,for paediatric,in sterilizing tray,with 100 titanium nails of different sizes. Components of Instrument set Straight Awl -1 Curved Awl -Small -1 Curved Awl -Medium-1 Curved Awl -Large-1 Solid Reamer dia. 2.5mm-1 Cannulated Reamer dia. 3mm-1 Cannulated Reamer dia. 3.5mm-1 Cannulated Reamer dia. 4mm-1 Cannulated Reamer dia. 5mm-1 Cannulated Reamer dia. 5.5mm-1 Cannulated Reamer dia. 6mm-1 Cannulated Reamer dia. 6.5mm-1 Long Guide Wire dia. 1.2 mm x 400mm-3 Long Guide Wire dia. 1.5 mm x 400mm-2 Long Guide Wire dia. 2 mm x 400mm-1 Long Guide Wire dia. 2.5 mm x 400mm-3 Male Rod Introducer with spanne-2r Introducer for dia. 3mm & dia. 4mm Female Rod-2 Introducer for dia. 5mm & dia. 6mm Female Rod-2 Final Introducer/Impactor for dia. 3mm & dia. 4mm-2 Final Introducer/Impactor for dia. 5mm & dia. 6mm-2 Diamond File Flat (For Male Rod Smoothing)-1 Diamond File Round (For Female Rod Smoothing)-1 Male Rod Cutter-1 Hacksaw Frame with set of 3 blade-4 Guide Wire Magazine-1 Male Rod Introducer for small bone with spanner-2 T Nail Instrument Box -1 Packing: 1 set	15 set	15-Jan/2024	180,000.00

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 06.05.2024 together with the tender

1. Page 9 Condition No. 19.b

Registrar of public contracts

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

1. Page 10 Condition No. 20. a

Representative samples in respect of items offered should be submitted to reach SPC on or before the closing time on the closing date of tender and acknowledgement receipt to be obtained from Administration Department of SPC.

Contract:

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

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

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

Amendments of Bidding Document for Procurement of Surgical/Lab items

(1) **Clause 8**

- (a) Bid Bonds to be submitted for each item (SR Number) when estimated value of each item exceeds LKR 01 Million.
- (b) Value and validity applicable for the submission of Bid Bond for each item should be as indicated therein.

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

- (c) To be deleted.

(2) **Clause 12**

Amend as **REIMBURSEMENT**

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

(3) **Clause 16.6**

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

(4) **Clause 28.0**

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

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

(6) Annex – 1 to be amend as follows.

SPECIMEN OF ANNEX – 1

ANNEX – 1

BID NO/ BID REFERENCE :
(TENDER NO)

DATE OF ISSUE :

CLOSING DATE & TIME :
(SRI LANKAN TIME)

ORDER LIST NO :

SR No	Item Description/ Specifications	Quantity	Delivery Schedule

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

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

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

MSD CONDITIONS OF SUPPLY

- 1.
- 2.

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

SPECIMEN OF CONTRACT FORM (IB)

STATE PHARMACEUTICALS CORPORATION OF SRI LANKA

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

**DEMOCRATIC SOCIALIST REPUBLIC OF SRI LANKA
AGREEMENT**

SPC Ref. No
Bid Ref.

Date :

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

AND

M/s
...business under the time, style and firm of a company duly registered and carrying business (hereinafter called **the supplier**+and which term or expression shall mean and include the said and its/their/its heirs executors administrator and permitted assign/successors in business or permitted assigns) of the **SECOND PART**.

AND

M/s
...business under the time, style and firm of a company duly registered and carrying business (hereinafter called **the Local Agent**+and which term or expression shall mean and include the said and its/their/its heirs executors administrator and permitted assign/successors in business or permitted assigns) of the **THIRD PART**.

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

NOW IT IS HEREBY AGREED AS FOLLOWS:

- 1. The following documents: .
 - (a) Conditions of Contract marked . Annex 1
 - (b) Bid Documents marked . Annex 2
 - (c) Copy of Indent marked . Annex 3

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

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

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

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

In witness whereof the State Pharmaceuticals Corporation has caused its Common Seal to be affixed and ~~_____~~ and ~~_____~~ . 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 ~~_____~~ .20~~_____~~

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

1. ~~_____~~ ..

President/Managing Director/C.E.O.

2. ~~_____~~ ..

Director

Witnesses

Signature

Name, Address and ID No./Passport No.

1. õ õ õ õ õ õ õ õ õ õ õ .

õ õ õ õ õ õ õ õ õ õ õ õ õ õ õ ..

2. õ õ õ õ õ õ õ õ õ õ õ .

õ õ õ õ õ õ õ õ õ õ õ õ õ õ õ

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

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

õ õ õ õ õ õ õ õ õ õ õ õ õ õ õ .
Director

Witnesses

Signature

Name, Address and ID No./Passport No.

1. õ õ õ õ õ õ õ õ õ õ õ .

õ õ õ õ õ õ õ õ õ õ õ õ õ õ õ ..

2. õ õ õ õ õ õ õ õ õ õ õ .

õ õ õ õ õ õ õ õ õ õ õ õ õ õ õ

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.

ANNEX – 1

BID NO. : DHS/SUS/WW/116/24
DATE OF ISSUE : 29TH AUGUST 2023
CLOSING DATE & TIME : 09TH OCTOBER 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 (m³)
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 06.04.2024

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, manufacturer's name, country of manufacture, country of origin, etc.) provided in the bid document by the supplier, which has been accepted by the procurement committee, and included in the Indent / Purchase Order (PO), issued by SPC.
2. All items shall be supplied, sourcing from the manufacturer and country of manufacturer, stated in the Purchase Order (PO)/Indent of SPC and wherever applicable shall have a valid product registration from NMRA.
3. Maintaining the validity of the product registration during the period of supply(delivery schedule), obtaining import license / manufacture licensing at NMRA, is a pre-requisite for the supply of surgical items. Hence all suppliers shall produce relevant valid registration certificates/licenses, when requested by MSD/SPC.

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

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

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

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

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

Shelf life & Warrantees

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

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

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

8. Freshly manufactured stocks of the product shall be supplied; thereby the residual Shelf Life (shelf life remaining at the time of delivery of goods in Sri Lanka/MSD stores/Sri Lanka) of the product, shall be 85% of the product shelf life specified in Indent/PO or as certified in the product registration certificate or indicated in any other way by NMRA)
 - (a) When the shelf life is not specified in the indent/PO/item spec; the requested shelf life shall be considered as, 36 months for surgical items. (Shelf life of not applicable for surgical non-consumables) and 24 months for Pharma/Laboratory items. The Difference of the residual and requested product shelf life shall not exceed 1/6th (one sixth) of the original product shelf life.
 - (b) In the violation of the above tender condition, Director/MSD reserves the right to accept a reduced quantity, that is usable (as per the actual consumption rate) up to three months before the expiry of same and will subject to application of a penalty (as clause No. 37 and footnote 01)

Standards & Quality

9. **Standards:** In respect of all Pharmaceutical products supplied, shall comply Pharmacopoeia Standards that are indicated in the item specifications, other Pharmacopoeia Standards accepted in the product registration by the National Medicines Regulatory Authority.
10. As per the product registration dossier approved by NMRA, the product information leaflet (PIL) for the Pharmaceuticals items and the user manual/instruction pamphlet for surgical items. With information to users regarding the; storage conditions, maintenance, and other product compatibilities, shall be provided with the product, for acceptance of goods by MSD.

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

11. Withdrawal from use of items due to quality failure found as manufacturer's/Supplier's fault:
- In case of batch withdrawal, **value of entire batch quantity supplied** shall be recovered from the supplier.
 - In case of product withdrawal, **value of entire product quantity** supplied shall be recovered from the supplier.
 - In the event of either a) or b) above, supplier shall be charged the total **cost involved for MSD, of the quality failed supplies** with 25% administrative charge of the same.
12. The storage conditions and the packing requirements of the product shall conform to the information given by the manufacturer and accepted by NMRA for the product registration or shall conform to the information submitted for waiver of registration granted by NMRA in exceptional circumstances. (refer clause No.24)

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

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

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

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

15. Pack size, Labeling & Packaging

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

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

Above condition can be waved off, if the 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 · STATE 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 · Year & Month, or · No Exp.,), in the innermost pack and supplier's invoice.

18. Description of the Item, SR No, Date of Manufacture, Date of Expiry, Batch No, Name and address of manufacturer and · STATE LOGO, of Sri Lanka Government shall be clearly marked on the outer covering of the individual/innermost pack containing the minimum unit of measure, including blister & strip cards and on the outer cover of the carton/box.

Any deviations of the Date of Manufacture (DOM)/ Date of Expiry(DOE)declared in the offer shall be approved by MSD and DOM & DOE shall consist of at least the year & month.

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 30⁰c +/- 2⁰c temperature and 75% +/-5% relative humidity. The product storage conditions shall be clearly indicated at all levels of labels/packages/boxes.

23. Maintenance of Cold Chain;

- a. In case of cold storage items, cold chain monitors (temperature recording devices) shall be included for each carton and the cold chain shall be maintained according to the manufacturer's instructions during storage, transport and delivery.
- b. Supplier shall use suitable prominently visible identification marks of international standard, with appropriate colours and sizes for easy identification of cold cargo. Supplier shall use standardized **USB Devices** for temperature data logging inside the packages and shall provide free of charge, data logger readers **&/ software (reading apps compatible with Windows-07/latest)** to wharf department of SPC in advance, to enable examining the maintenance of cold chain in transit, and before taking over the consignment by MSD.
- c. If the cold chain break is observed at the time of taking over the consignments by MSD, such consignments shall be rejected, indicating the reason on the relevant **WDN or copy of the delivery documents**. In such an event, the SPC shall arrange necessary cold storage for the consignment until observed cold chain break is investigated leading to acceptance / total rejection of consignment and the expenses born by MSD / SPC in arranging the cold storage shall be recovered from the supplier.
- d. The vehicles transporting cold cargo to MSD shall be equipped with temperature monitoring devices and the vehicle shall have NMRA approval for transport of pharmaceuticals.
- e. The suppliers shall dispatch consignments of the items, which require 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. $< 25^{\circ}\text{C}$, $2-25^{\circ}\text{C}$, $15-20^{\circ}\text{C}/30^{\circ}\text{C}$, $2-8^{\circ}\text{C}$ etc.), supplier shall provide MSD with latest product stability study reports with the invoice of the consignment.(report shall include studies; at $30^{\circ}\text{C} \pm 2^{\circ}\text{C}$ & $75\% \pm 5\%$ RH for **AC stored** items and at $25^{\circ}\text{C} \pm 2^{\circ}\text{C}$ & $60\% \pm 5\%$ 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 its latest amended delivery schedules.

- (b). When the delay exceeds 60 days purchase order will be considered as automatically cancelled, on defaulted performance. In such a situation, MSD reserve the right to recover liquidated damages or to revoke the cancellation (eg. if payments have been released prior to such a cancellation), and accept the consignment subject to a 25% admin 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/its amendments; 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 supplier's fault (eg. In delivery; time, product, document, etc.) goods shall be accepted on the following working day, such date shall be counted for working out penalties as per No. 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/C's overstepping delivery schedules in the Indent/PO/its amendments, shall not in any way affect the recovery of late delivery charges, as per Condition No. 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/its 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 No's, as necessary for the surgical items (**not relevant to pharmaceutical & Laboratory items**) shall be provided with the bid document, for reference in the; tender evaluation by SPC, ascertaining (before awarding) user acceptance of deviations from the spec by MSD and inspecting the consignments delivered to MSD.

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

- 34 The supplier shall submit all shipping documents to (Including Bills of Lading / Draft Air Way Bills etc.) SPC Imports department and MSD by e-mail (follow instructions in website www.msd.gov.lk), at least 03 days before the Expected Time of Arrival (ETA) of sea freighted consignments & 02 days before the ETA of Air freighted consignments.
35. After releasing the Indent/PO or establishing L/C, the latest logistical position of manufacturing & supply on the Indent/PO, shall be updated biweekly through e-mails to SPC with a copy to MSD by the supplier.(follow instructions in the website www.msd.gov.lk)
If it is not complied or the information so provided are found to be incomplete/false, the grace period (for supply delays) mentioned in the condition No. 27 will not be applicable.

Common conditions

36. In addition to the general conditions of supply given herein, item/order-list specific amendments, exclusions or additions to the same, stated in the covering letter of the order list and any other relevant conditions as per the tender document issued by SPC, are also applicable. The order/item specific; new conditions or amendments to General Order Conditions, will be included in the order list itself and as a remark entry in the MSMIS order records.
37. Administrative surcharge of 25%(on the value of goods), will be applied for tender condition violations that cause deficiencies in supply with respect to; quality, standards & specifications, short packing & short supply or delayed delivery as per the cabinet decision. (eg. As in conditions No. 08,05,10,13)

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

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

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

- (i) -
- (ii) -
- (iii) -

Sufficient quantity of samples should be forwarded for evaluation.

Special Conditions

- Suppliers should submit all shipping documents including the Bill of lading or Air Way Bill to SPC at least 2-3 days prior to arrival of the consignments to prevent any delay in clearance.
- In the event of an award made to you on this tender, SPC reserve the right to cancel/suspend the procuring of said order in any stage, if you would be placed the defaulted supplier's list due to quality failure found in your previous supplies made to SPC or non compliance of contractual agreement.
- This bid is administered by the provisions of the "Public Contract Act No. 3 of 1987" and therefore, in the event bidder is to retain an agent, representative, nominee for and on behalf of Bid or shall register himself and such public contract act in accordance with the section 10 of the Public Contract Act and produce such valid original certificate of registration with the bid.
- Where a purchase for a particular item is being made for the first time from a supplier, or where there are previous quality failures on goods supplied by a Particular supplier payments will only be made upon testing the quality and standards of the goods and comparing the bulk supply with the samples provided along with the offer.
- Destination Terminal Handling charges (THC) should be borne by the supplier at the Port of Loading. Hence when the C&F prices are quoted this should be inclusive of THC.
- The bid submitted should be duly signed and endorsed by the Bidder/ Tenderer him self (with the name And designation of the signatory) or by the representative. Representatives submit offers on behalf of their principals should submit a letter of authorization and power of attorney (if signing on behalf of the principals) and also should submit documentary proof on their registration as per the Act. No. 03 of 1987 with the Department of the Registrar of Companies – Sri Lanka.
- In the event of delivery of consignments deviating from given delivery schedule by MSD due to default of supplier and same is rejected due lack of storage space available at MSD warehouses, any resulting demurrage charges incurred shall be borne by the suppliers concerned.
- **All Shipment should be made exclusively on vessels belonging to the Ceylon Shipping Corporation or those chartered by CSC. Shipments on other vessels will be permitted in instances where vessels of the Ceylon Shipping Corporation do not call at the Port of Shipment or if they are not available for timely shipment of cargo. In which event the supplier should attach a waiver certificate issued by Ceylon Shipping Corporation on their Authorized Agent in the supplier's country.**

BID NO: DHS/SUS/WW/116/24 CLOSING ON : 09.10.2023 at 9.00 a.m.

ORDER LIST NUMBER: 2024/SPC/N/C/S/00047

ITEM NO	SR NO	ITEM	QTY Nos.	DELIVERY	Bid Bond value (LKR)
2	21208901	LCP 4.5/5.0mm Instrument Set for Large Fragments, with all standard instruments, for 4.5/5.0mm Locking Compression Plates (LCP) system, stainless steel, in sterilizing tray, with 20 implants sets.	25	100%- Jan/2024	555,500.00
3	21208902	LCP/DCP 3.5mm Instrument Set for Small Fragments, with all standard instruments, for 3.5mm Locking Compression Plate/ Dynamic Compression Plate (LCP/DCP) system, stainless steel, in sterilizing tray, with 20 implants sets.	30	100%- Jan/2024	257,050.00
4	21209001	Instrument Set, for dynamic hip screw/dynamic condylar screw (DHS/DCS) system, in sterilizing tray, stainless steel.	30	100%- Jan/2024	2,343,600.00

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 06.05.2024 together with the tender

1. Page 9 Condition No. 19.b

Registrar of public contracts

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

1. Page 10 Condition No. 20. a

Representative samples in respect of items offered should be submitted to reach SPC on or before the closing time on the closing date of tender and acknowledgement receipt to be obtained from Administration Department of SPC.

Contract:

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

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

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

Amendments of Bidding Document for Procurement of Surgical/Lab items

(1) **Clause 8**

- (a) Bid Bonds to be submitted for each item (SR Number) when estimated value of each item exceeds LKR 01 Million.
- (b) Value and validity applicable for the submission of Bid Bond for each item should be as indicated therein.

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

- (c) To be deleted.

(2) **Clause 12**

Amend as **REIMBURSEMENT**

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

(3) **Clause 16.6**

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

(4) **Clause 28.0**

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

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

(6) Annex – 1 to be amend as follows.

SPECIMEN OF ANNEX – 1

ANNEX – 1

BID NO/ BID REFERENCE :
(TENDER NO)

DATE OF ISSUE :

CLOSING DATE & TIME :
(SRI LANKAN TIME)

ORDER LIST NO :

SR No	Item Description/ Specifications	Quantity	Delivery Schedule

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

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

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

MSD CONDITIONS OF SUPPLY

- 1.
- 2.

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

SPECIMEN OF CONTRACT FORM (IB)

STATE PHARMACEUTICALS CORPORATION OF SRI LANKA

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

**DEMOCRATIC SOCIALIST REPUBLIC OF SRI LANKA
AGREEMENT**

SPC Ref. No
Bid Ref.

Date :

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

AND

M/s
...business under the time, style and firm of a company duly registered and carrying business (hereinafter called **the supplier**+and which term or expression shall mean and include the said and its/their/its heirs executors administrator and permitted assign/successors in business or permitted assigns) of the **SECOND PART**.

AND

M/s
...business under the time, style and firm of a company duly registered and carrying business (hereinafter called **the Local Agent**+and which term or expression shall mean and include the said and its/their/its heirs executors administrator and permitted assign/successors in business or permitted assigns) of the **THIRD PART**.

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

NOW IT IS HEREBY AGREED AS FOLLOWS:

- 1. The following documents: .
 - (a) Conditions of Contract marked . Annex 1
 - (b) Bid Documents marked . Annex 2
 - (c) Copy of Indent marked . Annex 3

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

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

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

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

In witness whereof the State Pharmaceuticals Corporation has caused its Common Seal to be affixed and ~~and~~ and ~~and~~ 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 ~~and~~ .20~~th~~

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

1. ~~and~~ ..
 President/Managing Director/C.E.O.

2. ~~and~~ ..
 Director

Witnesses

Signature

Name, Address and ID No./Passport No.

1. õ õ õ õ õ õ õ õ õ õ õ .

õ õ õ õ õ õ õ õ õ õ õ õ õ õ õ ..

2. õ õ õ õ õ õ õ õ õ õ õ .

õ õ õ õ õ õ õ õ õ õ õ õ õ õ õ

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

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

õ õ õ õ õ õ õ õ õ õ õ õ õ õ õ .
Director

Witnesses

Signature

Name, Address and ID No./Passport No.

1. õ õ õ õ õ õ õ õ õ õ õ .

õ õ õ õ õ õ õ õ õ õ õ õ õ õ õ ..

2. õ õ õ õ õ õ õ õ õ õ õ .

õ õ õ õ õ õ õ õ õ õ õ õ õ õ õ

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 NMQUAL or SPC Quality Assurance Laboratory or any other Quality Assurance Laboratory nominated by SPC or its fitness for use will be determined by and expert Committee appointed by the relevant authority.

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

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

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

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

20. FORCE MAJEURE

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

21. NOTICE

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

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

hereto)
.)
.)
.)

Authorized signatory

Authorized signatory

Witnesses

Signature

Name, Address and ID No

1.....

.....

2.....

.....

KM/ns

ANNEX – 1

BID NO. : DHS/SUS/WW/117/24
DATE OF ISSUE : 29TH AUGUST 2023
CLOSING DATE & TIME : 11TH OCTOBER 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 (m³)
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 08.04.2024

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, manufacturer's name, country of manufacture, country of origin, etc.) provided in the bid document by the supplier, which has been accepted by the procurement committee, and included in the Indent / Purchase Order (PO), issued by SPC.
2. All items shall be supplied, sourcing from the manufacturer and country of manufacturer, stated in the Purchase Order (PO)/Indent of SPC and wherever applicable shall have a valid product registration from NMRA.
3. Maintaining the validity of the product registration during the period of supply(delivery schedule), obtaining import license / manufacture licensing at NMRA, is a pre-requisite for the supply of surgical items. Hence all suppliers shall produce relevant valid registration certificates/licenses, when requested by MSD/SPC.

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

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

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

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

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

Shelf life & Warrantees

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

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

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

8. Freshly manufactured stocks of the product shall be supplied; thereby the residual Shelf Life (shelf life remaining at the time of delivery of goods in Sri Lanka/MSD stores/Sri Lanka) of the product, shall be 85% of the product shelf life specified in Indent/PO or as certified in the product registration certificate or indicated in any other way by NMRA)
 - (a) When the shelf life is not specified in the indent/PO/item spec; the requested shelf life shall be considered as, 36 months for surgical items. (Shelf life of not applicable for surgical non-consumables) and 24 months for Pharma/Laboratory items. The Difference of the residual and requested product shelf life shall not exceed 1/6th (one sixth) of the original product shelf life.
 - (b) In the violation of the above tender condition, Director/MSD reserves the right to accept a reduced quantity, that is usable (as per the actual consumption rate) up to three months before the expiry of same and will subject to application of a penalty (as clause No. 37 and footnote 01)

Standards & Quality

9. **Standards:** In respect of all Pharmaceutical products supplied, shall comply Pharmacopoeia Standards that are indicated in the item specifications, other Pharmacopoeia Standards accepted in the product registration by the National Medicines Regulatory Authority.
10. As per the product registration dossier approved by NMRA, the product information leaflet (PIL) for the Pharmaceuticals items and the user manual/instruction pamphlet for surgical items. With information to users regarding the; storage conditions, maintenance, and other product compatibilities, shall be provided with the product, for acceptance of goods by MSD.

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

11. Withdrawal from use of items due to quality failure found as manufacturer's/Supplier's fault:
- In case of batch withdrawal, **value of entire batch quantity supplied** shall be recovered from the supplier.
 - In case of product withdrawal, **value of entire product quantity** supplied shall be recovered from the supplier.
 - In the event of either a) or b) above, supplier shall be charged the total **cost involved for MSD, of the quality failed supplies** with 25% administrative charge of the same.
12. The storage conditions and the packing requirements of the product shall conform to the information given by the manufacturer and accepted by NMRA for the product registration or shall conform to the information submitted for waiver of registration granted by NMRA in exceptional circumstances. (refer clause No.24)

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

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

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

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

15. Pack size, Labeling & Packaging

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

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

Above condition can be waved off, if the 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 · STATE 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 · Year & Month, or · No Exp.,), in the innermost pack and supplier's invoice.

18. Description of the Item, SR No, Date of Manufacture, Date of Expiry, Batch No, Name and address of manufacturer and · STATE LOGO, of Sri Lanka Government shall be clearly marked on the outer covering of the individual/innermost pack containing the minimum unit of measure, including blister & strip cards and on the outer cover of the carton/box.

Any deviations of the Date of Manufacture (DOM)/ Date of Expiry(DOE)declared in the offer shall be approved by MSD and DOM & DOE shall consist of at least the year & month.

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 30⁰c +/- 2⁰c temperature and 75% +/-5% relative humidity. The product storage conditions shall be clearly indicated at all levels of labels/packages/boxes.

23. Maintenance of Cold Chain;

- a. In case of cold storage items, cold chain monitors (temperature recording devices) shall be included for each carton and the cold chain shall be maintained according to the manufacturer's instructions during storage, transport and delivery.
- b. Supplier shall use suitable prominently visible identification marks of international standard, with appropriate colours and sizes for easy identification of cold cargo. Supplier shall use standardized **USB Devices** for temperature data logging inside the packages and shall provide free of charge, data logger readers **&/ software (reading apps compatible with Windows-07/latest)** to wharf department of SPC in advance, to enable examining the maintenance of cold chain in transit, and before taking over the consignment by MSD.
- c. If the cold chain break is observed at the time of taking over the consignments by MSD, such consignments shall be rejected, indicating the reason on the relevant **WDN or copy of the delivery documents**. In such an event, the SPC shall arrange necessary cold storage for the consignment until observed cold chain break is investigated leading to acceptance / total rejection of consignment and the expenses born by MSD / SPC in arranging the cold storage shall be recovered from the supplier.
- d. The vehicles transporting cold cargo to MSD shall be equipped with temperature monitoring devices and the vehicle shall have NMRA approval for transport of pharmaceuticals.
- e. The suppliers shall dispatch consignments of the items, which require 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. $< 25^{\circ}\text{C}$, $2-25^{\circ}\text{C}$, $15-20^{\circ}\text{C}/30^{\circ}\text{C}$, $2-8^{\circ}\text{C}$ etc.), supplier shall provide MSD with latest product stability study reports with the invoice of the consignment.(report shall include studies; at $30^{\circ}\text{C} \pm 2^{\circ}\text{C}$ & $75\% \pm 5\%$ RH for **AC stored** items and at $25^{\circ}\text{C} \pm 2^{\circ}\text{C}$ & $60\% \pm 5\%$ 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 its latest amended delivery schedules.

- (b). When the delay exceeds 60 days purchase order will be considered as automatically cancelled, on defaulted performance. In such a situation, MSD reserve the right to recover liquidated damages or to revoke the cancellation (eg. if payments have been released prior to such a cancellation), and accept the consignment subject to a 25% admin 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/its amendments; 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 supplier's fault (eg. In delivery; time, product, document, etc.) goods shall be accepted on the following working day, such date shall be counted for working out penalties as per No. 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/C's overstepping delivery schedules in the Indent/PO/its amendments, shall not in any way affect the recovery of late delivery charges, as per Condition No. 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/its 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 No's, as necessary for the surgical items (**not relevant to pharmaceutical & Laboratory items**) shall be provided with the bid document, for reference in the; tender evaluation by SPC, ascertaining (before awarding) user acceptance of deviations from the spec by MSD and inspecting the consignments delivered to MSD.

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

- 34 The supplier shall submit all shipping documents to (Including Bills of Lading / Draft Air Way Bills etc.) SPC Imports department and MSD by e-mail (follow instructions in website www.msd.gov.lk), at least 03 days before the Expected Time of Arrival (ETA) of sea freighted consignments & 02 days before the ETA of Air freighted consignments.
35. After releasing the Indent/PO or establishing L/C, the latest logistical position of manufacturing & supply on the Indent/PO, shall be updated biweekly through e-mails to SPC with a copy to MSD by the supplier.(follow instructions in the website www.msd.gov.lk)
If it is not complied or the information so provided are found to be incomplete/false, the grace period (for supply delays) mentioned in the condition No. 27 will not be applicable.

Common conditions

36. In addition to the general conditions of supply given herein, item/order-list specific amendments, exclusions or additions to the same, stated in the covering letter of the order list and any other relevant conditions as per the tender document issued by SPC, are also applicable. The order/item specific; new conditions or amendments to General Order Conditions, will be included in the order list itself and as a remark entry in the MSMIS order records.
37. Administrative surcharge of 25%(on the value of goods), will be applied for tender condition violations that cause deficiencies in supply with respect to; quality, standards & specifications, short packing & short supply or delayed delivery as per the cabinet decision. (eg. As in conditions No. 08,05,10,13)

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

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

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

- (i) -
- (ii) -
- (iii) -

Sufficient quantity of samples should be forwarded for evaluation.

Special Conditions

- Suppliers should submit all shipping documents including the Bill of lading or Air Way Bill to SPC at least 2-3 days prior to arrival of the consignments to prevent any delay in clearance.
- In the event of an award made to you on this tender, SPC reserve the right to cancel/suspend the procuring of said order in any stage, if you would be placed the defaulted supplier's list due to quality failure found in your previous supplies made to SPC or non compliance of contractual agreement.
- This bid is administered by the provisions of the "Public Contract Act No. 3 of 1987" and therefore, in the event bidder is to retain an agent, representative, nominee for and on behalf of Bid or shall register himself and such public contract act in accordance with the section 10 of the Public Contract Act and produce such valid original certificate of registration with the bid.
- Where a purchase for a particular item is being made for the first time from a supplier, or where there are previous quality failures on goods supplied by a Particular supplier payments will only be made upon testing the quality and standards of the goods and comparing the bulk supply with the samples provided along with the offer.
- Destination Terminal Handling charges (THC) should be borne by the supplier at the Port of Loading. Hence when the C&F prices are quoted this should be inclusive of THC.
- The bid submitted should be duly signed and endorsed by the Bidder/ Tenderer him self (with the name And designation of the signatory) or by the representative. Representatives submit offers on behalf of their principals should submit a letter of authorization and power of attorney (if signing on behalf of the principals) and also should submit documentary proof on their registration as per the Act. No. 03 of 1987 with the Department of the Registrar of Companies – Sri Lanka.
- In the event of delivery of consignments deviating from given delivery schedule by MSD due to default of supplier and same is rejected due lack of storage space available at MSD warehouses, any resulting demurrage charges incurred shall be borne by the suppliers concerned.
- **All Shipment should be made exclusively on vessels belonging to the Ceylon Shipping Corporation or those chartered by CSC. Shipments on other vessels will be permitted in instances where vessels of the Ceylon Shipping Corporation do not call at the Port of Shipment or if they are not available for timely shipment of cargo. In which event the supplier should attach a waiver certificate issued by Ceylon Shipping Corporation on their Authorized Agent in the supplier's country.**

BID NO: DHS/SUS/WW/117/24 CLOSING ON : 11.10.2023 at 9.00 a.m.

ORDER LIST NUMBER: 2024/SPC/N/C/S/00221

ITEM/ SR NO	ITEM	QTY Nos.	DELIVERY	Bid Bond value (LKR)																
1/ 22000101	Carbon Fiber Base Plate for Head, Neck and Shoulder fixation, for Thermoplastic head mask, Compatible with Radiation treatment couch in current use. Civco Medical Part No. 102021 or similar	1	100%- Jan/2024	28,000.00																
2/22000201	<p>"X-Ray Protective Skirt & Vest. Small</p> <p>1.It shall be a comfortably designed X- Ray protective skirt and vest for front and back, (all round) of the body.</p> <p>2.Lead equivalent of both skirt and vest shall be 0.25mm Pb.Through overlapping in front 0.5mm Pb up to the posterior auxiliary line.</p> <p>3.Dimensions (approx.) shall be of,</p> <table border="0" data-bbox="292 887 791 1014"> <tr> <td>Skirt</td> <td>Size</td> <td>Length</td> <td>Hip</td> </tr> <tr> <td></td> <td>Small</td> <td>60-65cm</td> <td>95-100cm</td> </tr> <tr> <td>Vest</td> <td>Size</td> <td>Length</td> <td>Hip</td> </tr> <tr> <td></td> <td>Small</td> <td>55-58cm</td> <td>105-110cm</td> </tr> </table> <p>4.Closure shall be of two horizontal and two vertical Velcro fasteners for vest,and Velcro fastener combined with stretch belt 15cm width for skirt.</p> <p>5.Colour shall be either blue or green.</p> <p>6.Appropriate wall rack for skirt and vest should be supplied with the offer.(A sample should be provided with the offer for evaluation and trial purpose.)"</p>	Skirt	Size	Length	Hip		Small	60-65cm	95-100cm	Vest	Size	Length	Hip		Small	55-58cm	105-110cm	150	100%- Jan/2024	120,000.00
Skirt	Size	Length	Hip																	
	Small	60-65cm	95-100cm																	
Vest	Size	Length	Hip																	
	Small	55-58cm	105-110cm																	
3/22000202	<p>"X-Ray Protective skirt & vest. Medium</p> <p>1.It shall be a comfortably designed X- Ray protective skirt and vest for front and back,(all round)of the body.</p> <p>2.Lead equivalent of both skirt and vest shall be 0.25mm Pb.Through overlapping in front 0.5mm Pb up to the posterior auxiliary line.</p> <p>3.Dimensions (approx.) shall be of,</p> <table border="0" data-bbox="292 1592 836 1720"> <tr> <td>Skirt</td> <td>Size</td> <td>Length</td> <td>Hip</td> </tr> <tr> <td></td> <td>Medium</td> <td>65-70cm</td> <td>105-110cm</td> </tr> <tr> <td>Vest</td> <td>Size</td> <td>Length</td> <td>Hip</td> </tr> <tr> <td></td> <td>Medium</td> <td>58-60cm</td> <td>112-118cm</td> </tr> </table> <p>4.Closure shall be of two horizontal and two vertical Velcro fasteners for vest,and Velcro fastener combined with stretch belt 15cm width for skirt.</p> <p>5.Colour shall be either blue or green.</p> <p>6.Appropriate wall rack for skirt and vest should be supplied with the offer.(A sample should be provided with the offer for evaluation and trial purpose.)"</p>	Skirt	Size	Length	Hip		Medium	65-70cm	105-110cm	Vest	Size	Length	Hip		Medium	58-60cm	112-118cm	250	100%- Jan/2024	200,000.00
Skirt	Size	Length	Hip																	
	Medium	65-70cm	105-110cm																	
Vest	Size	Length	Hip																	
	Medium	58-60cm	112-118cm																	

4/22000203	<p>X-Ray Protective skirt & vest.</p> <p>1.It shall be a comfortably designed X- Ray protective skirt and vest for front and back,(all round)of the body.</p> <p>2.Lead equivalent of both skirt and vest shall be 0.25mm Pb.Through overlapping in front 0.5mm Pb up to the posterior auxiliary line.</p> <p>3.Dimensions (approx.) shall be of,</p> <table border="0" data-bbox="292 488 837 616"> <tr> <td>Skirt</td> <td>Size</td> <td>Length</td> <td>Hip</td> </tr> <tr> <td></td> <td>Large</td> <td>70-75cm</td> <td>115-120cm</td> </tr> <tr> <td>Vest</td> <td>Size</td> <td>Length</td> <td>Hip</td> </tr> <tr> <td></td> <td>Large</td> <td>60-62cm</td> <td>122-128cm</td> </tr> </table> <p>4.Closure shall be of two horizontal and two vertical Velcro fasteners for vest,and Velcro fastener combined with stretch belt 15cm width for skirt.</p> <p>5.Colour shall be either blue or green.</p> <p>6.Appropriate wall rack for skirt and vest should be supplied with the offer. (A sample should be provided with the offer for evaluation and trial purpose.)</p>	Skirt	Size	Length	Hip		Large	70-75cm	115-120cm	Vest	Size	Length	Hip		Large	60-62cm	122-128cm	200	100%- Jan/2024	160,000.00
Skirt	Size	Length	Hip																	
	Large	70-75cm	115-120cm																	
Vest	Size	Length	Hip																	
	Large	60-62cm	122-128cm																	
5/22000301	<p>X-Ray Protective Lead Goggles,</p> <p>1.It shall be a comfortably designed X-Ray protective lead Goggles/Spectacles with plastic frame.</p> <p>2.It shall be wrapping arround protective spectacles with elastic security strap.Front lead glass 0.75mm Pb and side protection 0.5mm Pb,weight shall be equal or less than 85g. (A sample should be provided with the offer for evaluation and trial purpose.)</p>	100	100%- Jan/2024	22,000.00																
6/22000302	<p>X-Ray Protective Lead Goggles,</p> <p>1.It shall be a comfortably designed X-Ray protective lead Goggles/Spectacles with plastic or metal frame.</p> <p>2.Front glass should be 0.75mm Pb and weight shall be equal or less than 65g. (A sample should be provided with the offer for evaluation and trial purpose.)</p>	200	100%- Jan/2024	44,000.00																
7/22000401	<p>"Radiation Protective Hat, medium size,</p> <p>1.Thickness should be of 0.25 mm Pb equivalence.</p> <p>2.Construction shall be of full cover for head and ears. (A sample should be provided with the offer for evaluation and trial purpose.)"</p>	100	100%- Jan/2024	20,000.00																
8/22000402	<p>"Radiation Protective Hat, large size,</p> <p>1.Thickness should be of 0.25 mm Pb equivalence.</p> <p>2.Construction shall be of full cover for head and ears. (A sample should be provided with the offer for evaluation and trial purpose.)"</p>	100	100%- Jan/2024	20,000.00																

9/22000501	"X-Ray Protective Table Aprons (Lead Curtain) 1.It shall be multileaf X-Ray protective shield ideal for Cathlab and C-Arm tables. 2.Lead equivalent of the Shield shall be not less than 1.0mm Pb.If it is curtain type overlap of strips should be more than 1 cm. 3.Approximately dimensions shall be 60cm wide and 60 cm in height, to cover from floor level to table top level. 4.It shall be mounted on a stable five legged base that moves easily with the touch of a finger. 5.Colour shall be blue or black. 6.Purpose of use - to be hanged to patient table to protect operating staff from scatter X-Ray."	20	100%- Jan/2024	N/A
10/22000601	Personal Alarm Dosimeter, with digital display for use by people working in areas exposed to gamma and X ray radiation.	150	100%- Jan/2024	864,100.00
11/22050001	Thyroid collar w/lead protection.	250	100%- Jan/2024	33,800.00
12/22050003	"X-Ray Protective Thyroid Shield/Collar, 1.It shall be a comfortably designed X-Ray protective Thyroid Shield. 2.Lead equivalent of Thyroid Shield shall be 0.5mm Pb and the weigth shall be less than 0.3kg. 3.Closure of Velcro fastener. 4.Size shall be standard. 5.Colour shall be either blue or green. (A sample should be provided with the offer for evaluation and trial purpose.)"	300	100%- Jan/2024	40,200.00

Packing: 1 Nos.

All tenderers should furnish an unconditional Bid Bond encashable on demand to the value mentioned in the item list. Bid Bond should be submitted with valid up to 08.05.2024 together with the tender

1. Page 9 Condition No. 19.b

Registrar of public contracts

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

1. Page 10 Condition No. 20. a

Representative samples in respect of items offered should be submitted to reach SPC on or before the closing time on the closing date of tender and acknowledgement receipt to be obtained from Administration Department of SPC.

Contract:

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

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

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

Amendments of Bidding Document for Procurement of Surgical/Lab items

(1) **Clause 8**

- (a) Bid Bonds to be submitted for each item (SR Number) when estimated value of each item exceeds LKR 01 Million.
- (b) Value and validity applicable for the submission of Bid Bond for each item should be as indicated therein.

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

- (c) To be deleted.

(2) **Clause 12**

Amend as **REIMBURSEMENT**

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

(3) **Clause 16.6**

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

(4) **Clause 28.0**

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

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

(6) Annex – 1 to be amend as follows.

SPECIMEN OF ANNEX – 1

ANNEX – 1

BID NO/ BID REFERENCE :
(TENDER NO)

DATE OF ISSUE :

CLOSING DATE & TIME :
(SRI LANKAN TIME)

ORDER LIST NO :

SR No	Item Description/ Specifications	Quantity	Delivery Schedule

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

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

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

MSD CONDITIONS OF SUPPLY

- 1.
- 2.

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

SPECIMEN OF CONTRACT FORM (IB)

STATE PHARMACEUTICALS CORPORATION OF SRI LANKA

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

**DEMOCRATIC SOCIALIST REPUBLIC OF SRI LANKA
AGREEMENT**

SPC Ref. No
Bid Ref.

Date :

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

AND

M/s
...business under the time, style and firm of a company duly registered and carrying business (hereinafter called **the supplier**+and which term or expression shall mean and include the said and its/their/its heirs executors administrator and permitted assign/successors in business or permitted assigns) of the **SECOND PART**.

AND

M/s
...business under the time, style and firm of a company duly registered and carrying business (hereinafter called **the Local Agent**+and which term or expression shall mean and include the said and its/their/its heirs executors administrator and permitted assign/successors in business or permitted assigns) of the **THIRD PART**.

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

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. The following documents: .
 - (a) Conditions of Contract marked . Annex 1
 - (b) Bid Documents marked . Annex 2
 - (c) Copy of Indent marked . Annex 3

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

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

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

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

In witness whereof the State Pharmaceuticals Corporation has caused its Common Seal to be affixed and ~~_____~~ and ~~_____~~ . 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 ~~_____~~ .20~~_____~~

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

1. ~~_____~~ ..

President/Managing Director/C.E.O.

2. ~~_____~~ ..

Director

Witnesses

Signature

Name, Address and ID No./Passport No.

1. õ õ õ õ õ õ õ õ õ õ õ .

õ õ õ õ õ õ õ õ õ õ õ õ õ õ õ ..

2. õ õ õ õ õ õ õ õ õ õ õ .

õ õ õ õ õ õ õ õ õ õ õ õ õ õ õ

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

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

õ õ õ õ õ õ õ õ õ õ õ õ õ õ õ .
Director

Witnesses

Signature

Name, Address and ID No./Passport No.

1. õ õ õ õ õ õ õ õ õ õ õ .

õ õ õ õ õ õ õ õ õ õ õ õ õ õ õ ..

2. õ õ õ õ õ õ õ õ õ õ õ .

õ õ õ õ õ õ õ õ õ õ õ õ õ õ õ

CONDITIONS OF CONTRACT

3. FREE REPLACEMENT /REIMBURSEMENT

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

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

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

3.3 Withdrawal from use of Item due to quality failure.

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

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

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

20. FORCE MAJEURE

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

21 . NOTICE

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

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

hereto)
.)
.)
.)

Authorized signatory

Authorized signatory

Witnesses

Signature

Name, Address and ID No

1.....

.....

2.....

.....

MPN/ns

ANNEX – 1

BID NO. : DHS/SUS/WW/118/24
DATE OF ISSUE : 29TH AUGUST 2023
CLOSING DATE & TIME : 11TH OCTOBER 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 (m³)
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 08.04.2024

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, manufacturer's name, country of manufacture, country of origin, etc.) provided in the bid document by the supplier, which has been accepted by the procurement committee, and included in the Indent / Purchase Order (PO), issued by SPC.
2. All items shall be supplied, sourcing from the manufacturer and country of manufacturer, stated in the Purchase Order (PO)/Indent of SPC and wherever applicable shall have a valid product registration from NMRA.
3. Maintaining the validity of the product registration during the period of supply(delivery schedule), obtaining import license / manufacture licensing at NMRA, is a pre-requisite for the supply of surgical items. Hence all suppliers shall produce relevant valid registration certificates/licenses, when requested by MSD/SPC.

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

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

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

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

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

Shelf life & Warrantees

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

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

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

8. Freshly manufactured stocks of the product shall be supplied; thereby the residual Shelf Life (shelf life remaining at the time of delivery of goods in Sri Lanka/MSD stores/Sri Lanka) of the product, shall be 85% of the product shelf life specified in Indent/PO or as certified in the product registration certificate or indicated in any other way by NMRA)
 - (a) When the shelf life is not specified in the indent/PO/item spec; the requested shelf life shall be considered as, 36 months for surgical items. (Shelf life of not applicable for surgical non-consumables) and 24 months for Pharma/Laboratory items. The Difference of the residual and requested product shelf life shall not exceed 1/6th (one sixth) of the original product shelf life.
 - (b) In the violation of the above tender condition, Director/MSD reserves the right to accept a reduced quantity, that is usable (as per the actual consumption rate) up to three months before the expiry of same and will subject to application of a penalty (as clause No. 37 and footnote 01)

Standards & Quality

9. **Standards:** In respect of all Pharmaceutical products supplied, shall comply Pharmacopoeia Standards that are indicated in the item specifications, other Pharmacopoeia Standards accepted in the product registration by the National Medicines Regulatory Authority.
10. As per the product registration dossier approved by NMRA, the product information leaflet (PIL) for the Pharmaceuticals items and the user manual/instruction pamphlet for surgical items. With information to users regarding the; storage conditions, maintenance, and other product compatibilities, shall be provided with the product, for acceptance of goods by MSD.

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

11. Withdrawal from use of items due to quality failure found as manufacturer's/Supplier's fault:
- In case of batch withdrawal, **value of entire batch quantity supplied** shall be recovered from the supplier.
 - In case of product withdrawal, **value of entire product quantity** supplied shall be recovered from the supplier.
 - In the event of either a) or b) above, supplier shall be charged the total **cost involved for MSD, of the quality failed supplies** with 25% administrative charge of the same.
12. The storage conditions and the packing requirements of the product shall conform to the information given by the manufacturer and accepted by NMRA for the product registration or shall conform to the information submitted for waiver of registration granted by NMRA in exceptional circumstances. (refer clause No.24)

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

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

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

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

15. Pack size, Labeling & Packaging

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

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

Above condition can be waved off, if the 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 · STATE 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 · Year & Month, or · No Exp.,), in the innermost pack and supplier's invoice.

18. Description of the Item, SR No, Date of Manufacture, Date of Expiry, Batch No, Name and address of manufacturer and · STATE LOGO, of Sri Lanka Government shall be clearly marked on the outer covering of the individual/innermost pack containing the minimum unit of measure, including blister & strip cards and on the outer cover of the carton/box.

Any deviations of the Date of Manufacture (DOM)/ Date of Expiry(DOE)declared in the offer shall be approved by MSD and DOM & DOE shall consist of at least the year & month.

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 30⁰c +/- 2⁰c temperature and 75% +/-5% relative humidity. The product storage conditions shall be clearly indicated at all levels of labels/packages/boxes.

23. Maintenance of Cold Chain;

- a. In case of cold storage items, cold chain monitors (temperature recording devices) shall be included for each carton and the cold chain shall be maintained according to the manufacturer's instructions during storage, transport and delivery.
- b. Supplier shall use suitable prominently visible identification marks of international standard, with appropriate colours and sizes for easy identification of cold cargo. Supplier shall use standardized **USB Devices** for temperature data logging inside the packages and shall provide free of charge, data logger readers **&/ software (reading apps compatible with Windows-07/latest)** to wharf department of SPC in advance, to enable examining the maintenance of cold chain in transit, and before taking over the consignment by MSD.
- c. If the cold chain break is observed at the time of taking over the consignments by MSD, such consignments shall be rejected, indicating the reason on the relevant **WDN or copy of the delivery documents**. In such an event, the SPC shall arrange necessary cold storage for the consignment until observed cold chain break is investigated leading to acceptance / total rejection of consignment and the expenses born by MSD / SPC in arranging the cold storage shall be recovered from the supplier.
- d. The vehicles transporting cold cargo to MSD shall be equipped with temperature monitoring devices and the vehicle shall have NMRA approval for transport of pharmaceuticals.
- e. The suppliers shall dispatch consignments of the items, which require 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. $< 25^{\circ}\text{C}$, $2-25^{\circ}\text{C}$, $15-20^{\circ}\text{C}/30^{\circ}\text{C}$, $2-8^{\circ}\text{C}$ etc.), supplier shall provide MSD with latest product stability study reports with the invoice of the consignment.(report shall include studies; at $30^{\circ}\text{C} \pm 2^{\circ}\text{C}$ & $75\% \pm 5\%$ RH for **AC stored** items and at $25^{\circ}\text{C} \pm 2^{\circ}\text{C}$ & $60\% \pm 5\%$ 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 its latest amended delivery schedules.

- (b). When the delay exceeds 60 days purchase order will be considered as automatically cancelled, on defaulted performance. In such a situation, MSD reserve the right to recover liquidated damages or to revoke the cancellation (eg. if payments have been released prior to such a cancellation), and accept the consignment subject to a 25% admin 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/its amendments; 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 supplier's fault (eg. In delivery; time, product, document, etc.) goods shall be accepted on the following working day, such date shall be counted for working out penalties as per No. 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/C's overstepping delivery schedules in the Indent/PO/its amendments, shall not in any way affect the recovery of late delivery charges, as per Condition No. 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/its 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 No's, as necessary for the surgical items (**not relevant to pharmaceutical & Laboratory items**) shall be provided with the bid document, for reference in the; tender evaluation by SPC, ascertaining (before awarding) user acceptance of deviations from the spec by MSD and inspecting the consignments delivered to MSD.

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

- 34 The supplier shall submit all shipping documents to (Including Bills of Lading / Draft Air Way Bills etc.) SPC Imports department and MSD by e-mail (follow instructions in website www.msd.gov.lk), at least 03 days before the Expected Time of Arrival (ETA) of sea freighted consignments & 02 days before the ETA of Air freighted consignments.
35. After releasing the Indent/PO or establishing L/C, the latest logistical position of manufacturing & supply on the Indent/PO, shall be updated biweekly through e-mails to SPC with a copy to MSD by the supplier.(follow instructions in the website www.msd.gov.lk)
If it is not complied or the information so provided are found to be incomplete/false, the grace period (for supply delays) mentioned in the condition No. 27 will not be applicable.

Common conditions

36. In addition to the general conditions of supply given herein, item/order-list specific amendments, exclusions or additions to the same, stated in the covering letter of the order list and any other relevant conditions as per the tender document issued by SPC, are also applicable. The order/item specific; new conditions or amendments to General Order Conditions, will be included in the order list itself and as a remark entry in the MSMIS order records.
37. Administrative surcharge of 25%(on the value of goods), will be applied for tender condition violations that cause deficiencies in supply with respect to; quality, standards & specifications, short packing & short supply or delayed delivery as per the cabinet decision. (eg. As in conditions No. 08,05,10,13)

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

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

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

- (i) -
- (ii) -
- (iii) -

Sufficient quantity of samples should be forwarded for evaluation.

Special Conditions

- Suppliers should submit all shipping documents including the Bill of lading or Air Way Bill to SPC at least 2-3 days prior to arrival of the consignments to prevent any delay in clearance.
- In the event of an award made to you on this tender, SPC reserve the right to cancel/suspend the procuring of said order in any stage, if you would be placed the defaulted supplier's list due to quality failure found in your previous supplies made to SPC or non compliance of contractual agreement.
- This bid is administered by the provisions of the "Public Contract Act No. 3 of 1987" and therefore, in the event bidder is to retain an agent, representative, nominee for and on behalf of Bid or shall register himself and such public contract act in accordance with the section 10 of the Public Contract Act and produce such valid original certificate of registration with the bid.
- Where a purchase for a particular item is being made for the first time from a supplier, or where there are previous quality failures on goods supplied by a Particular supplier payments will only be made upon testing the quality and standards of the goods and comparing the bulk supply with the samples provided along with the offer.
- Destination Terminal Handling charges (THC) should be borne by the supplier at the Port of Loading. Hence when the C&F prices are quoted this should be inclusive of THC.
- The bid submitted should be duly signed and endorsed by the Bidder/ Tenderer him self (with the name And designation of the signatory) or by the representative. Representatives submit offers on behalf of their principals should submit a letter of authorization and power of attorney (if signing on behalf of the principals) and also should submit documentary proof on their registration as per the Act. No. 03 of 1987 with the Department of the Registrar of Companies – Sri Lanka.
- In the event of delivery of consignments deviating from given delivery schedule by MSD due to default of supplier and same is rejected due lack of storage space available at MSD warehouses, any resulting demurrage charges incurred shall be borne by the suppliers concerned.
- **All Shipment should be made exclusively on vessels belonging to the Ceylon Shipping Corporation or those chartered by CSC. Shipments on other vessels will be permitted in instances where vessels of the Ceylon Shipping Corporation do not call at the Port of Shipment or if they are not available for timely shipment of cargo. In which event the supplier should attach a waiver certificate issued by Ceylon Shipping Corporation on their Authorized Agent in the supplier's country.**

BID NO: DHS/SUS/WW/118/24 CLOSING ON : 11.10.2023 at 9.00 a.m.

ORDER LIST NUMBER: 2024/SPC/N/C/S/00182

ITEM/ SR NO	ITEM	QTY Nos.	DELIVERY	Bid Bond value (LKR)
1/22501001	Electron Block Foam Cutter (220/240 VAC). CIVCO Medical Part No: MT900EX or similar	1	100%- Jan/2024	N/A
2/22501002	Styrofoam Blocks 10 x 10 x .75"(25.4 x 25.4 x 1.9cm)(25 PSI), Box of 36. CIVCO Medical Part No: MTF53B or similar	10	100%- Jan/2024	80,000.00
3/22501501	Carbon Fiber Overlay Adapter, to be fixed with Elekta iBEAM couch top. CIVCO Medical Part No: 108073 or similar	7	100%- Jan/2024	280,000.00
4/22501901	Prone Head Rest, MRI compatible, compatible with radiation treatment couch in current use. Civco Medical part No. 301025 or similar	1	100%- Jan/2024	N/A
5/22502001	Supine Head Rest, MRI compatible, set of 5 in red, black, yellow, white & blue colour, compatible with radiation treatment couch in current use. Civco Medical part No. 305000 or similar	1	100%- Jan/2024	N/A
6/22502002	Supine Head Rest, Paeditric size, MRI compatible, compatible with radiation treatment couch in current use. Civco Medical part No. 301026 or similar	10	100%- Jan/2024	25,700.00
7/22502201	Breastboard, for IMRT breast radiation treatment, comprising; a wide headrest, cranial arm support, 2 - rigid adjustable arm supports and couctop fixation,compatible with radiation treatment couch in current use. Civco Medical part No. 109030 or similar	5	100%- Jan/2024	326,000.00
8/22502401	Extended Wing Board, for attaching to breastboard for extra arm support, with U grip, 57cm (approx.) width, compatible with radiation treatment couch in current use. Civco Medical part No. MTWB08U or similar	2	100%- Jan/2024	N/A
9/22502501	Hip and Pelvis Base Plate, with cutout treatment window for radiation treatment,compatible with radiation treatment couch in current use. Civco Medical part No. MTPLVC04 or similar	1	100%- Jan/2024	38,700.00
10/22502701	Knee Support Cushion, for better stability in the supine position for radiation therapy, lightweight, 16cm height, both two pin and three pin indexable, MRI compatible, compatible with radiation treatment couch in current use. Civco Medical part No. 301046 or similar	1	100%- Jan/2024	N/A

11/22502801	Feet Support Cushion, universal patient support type for radiation therapy, lightweight, 18cm height, both two pin and three pin indexable, MRI compatible, compatible with radiation treatment couch in current use. Civco Medical part No. 301065 or similar	1	100%- Jan/2024	N/A
12/22502901	Vacuum Locking Cushion with quick vacuum release valve, for radiation therapy patients, rectangular shape, size 75cm x 150cm, filling capacity 50Litres, urethane finish, compatible with radiation treatment couch in current use. Civco Medical part No. MTVLFBB01 or similar	2	100%- Jan/2024	N/A
13/22502903	Vacuum Locking Cushion with quick vacuum release valve, for radiation therapy patients, rectangular shape, for paediatrics, size 50cm x 70cm, filling capacity 15Litres, urethane finish, compatible with radiation treatment couch in current use. Civco Medical part No. MTVLF15C or similar	2	100%- Jan/2024	N/A
14/22503401	Standard Supine Baseplate, acrylic, for head and neck fixation, three pin indexable, MRI compatible, compatible with radiation treatment couch in current use. Civco Medical part No. MT20100 or similar	2	100%- Jan/2024	N/A
15/22503501	Shoulder Retractor, consisting of two lengths with hand grip, for pulling down shoulders during radiotherapy treatment, compatible with radiation treatment couch in current use. Civco Medical part No. MTSR01 or similar	2	100%- Jan/2024	N/A
16/22503601	Headrest, Silverman type, MRI compatible, compatible with base plates in current use. Civco Medical part No. MTSILVER or similar	1	100%- Jan/2024	N/A
17/22503701	Patient Support Cushion, for shoulder support, 7 degrees wedge shaped, MRI compatible. Compatible with base plates in current use. Civco Medical part No. 301040 or similar	1	100%- Jan/2024	N/A
18/22503702	Patient Support Cushion, multipurpose type, rectangular shape, size (approx.) 30cm x 24cm, 5cm thickness, compatible with base plates in current use. Civco Medical part No. 403024 or similar	1	100%- Jan/2024	N/A
19/22503703	Patient Support Cushion, multipurpose type, head support shape, size (approx.) 25cm x 25cm, 8cm thickness, compatible with base plates in current use. Civco Medical part No. 402525 or similar	11	100%- Jan/2024	23,600.00
20/22503704	Patient Support Cushion, multipurpose type, 15 degree wedgeshape, size (approx.) 24cm x 22cm, 7cm thickness, compatible with base plates in current use. Civco Medical part No. 402422 or similar	1	100%- Jan/2024	N/A

21/22503902	Electric water Bath (220 volt type), large size, for warming large thermoplastic sheets, size (approx.) 48cm x 63.5cm x 12.5cm, compatible with thermoplastics sizes in use. Civco Medical part No. MTRH1500EX or similar	1	100%- Jan/2024	20,850.00
22/22504301	Lok Bar, for use with couch top, compatible with couch top in current use.	5	100%- Jan/2024	31,400.00

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 08.05.2024 together with the tender

1. Page 9 Condition No. 19.b

Registrar of public contracts

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

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

Contract:

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

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

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

Amendments of Bidding Document for Procurement of Surgical/Lab items

(1) **Clause 8**

- (a) Bid Bonds to be submitted for each item (SR Number) when estimated value of each item exceeds LKR 01 Million.
- (b) Value and validity applicable for the submission of Bid Bond for each item should be as indicated therein.

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

- (c) To be deleted.

(2) **Clause 12**

Amend as **REIMBURSEMENT**

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

(3) **Clause 16.6**

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

(4) **Clause 28.0**

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

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

(6) Annex – 1 to be amend as follows.

SPECIMEN OF ANNEX – 1

ANNEX – 1

BID NO/ BID REFERENCE :
(TENDER NO)

DATE OF ISSUE :

CLOSING DATE & TIME :
(SRI LANKAN TIME)

ORDER LIST NO :

SR No	Item Description/ Specifications	Quantity	Delivery Schedule

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

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

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

MSD CONDITIONS OF SUPPLY

- 1.
- 2.

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

SPECIMEN OF CONTRACT FORM (IB)

STATE PHARMACEUTICALS CORPORATION OF SRI LANKA

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

**DEMOCRATIC SOCIALIST REPUBLIC OF SRI LANKA
AGREEMENT**

SPC Ref. No
Bid Ref.

Date :

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

AND

M/s
...business under the time, style and firm of a company duly registered and carrying business (hereinafter called **the supplier**+and which term or expression shall mean and include the said and its/their/its heirs executors administrator and permitted assign/successors in business or permitted assigns) of the **SECOND PART**.

AND

M/s
...business under the time, style and firm of a company duly registered and carrying business (hereinafter called **the Local Agent**+and which term or expression shall mean and include the said and its/their/its heirs executors administrator and permitted assign/successors in business or permitted assigns) of the **THIRD PART**.

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

NOW IT IS HEREBY AGREED AS FOLLOWS:

- 1. The following documents: .
 - (a) Conditions of Contract marked . Annex 1
 - (b) Bid Documents marked . Annex 2
 - (c) Copy of Indent marked . Annex 3

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

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

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

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

In witness whereof the State Pharmaceuticals Corporation has caused its Common Seal to be affixed and ~~_____~~ and ~~_____~~ 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 ~~_____~~ .20~~_____~~

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

1. ~~_____~~ ..

President/Managing Director/C.E.O.

2. ~~_____~~ ..

Director

Witnesses

Signature

Name, Address and ID No./Passport No.

1. õ õ õ õ õ õ õ õ õ õ õ .

õ õ õ õ õ õ õ õ õ õ õ õ õ õ õ ..

2. õ õ õ õ õ õ õ õ õ õ õ .

õ õ õ õ õ õ õ õ õ õ õ õ õ õ õ

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

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

õ õ õ õ õ õ õ õ õ õ õ õ õ õ õ .
Director

Witnesses

Signature

Name, Address and ID No./Passport No.

1. õ õ õ õ õ õ õ õ õ õ õ .

õ õ õ õ õ õ õ õ õ õ õ õ õ õ õ ..

2. õ õ õ õ õ õ õ õ õ õ õ .

õ õ õ õ õ õ õ õ õ õ õ õ õ õ õ

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 NMQUAL or SPC Quality Assurance Laboratory or any other Quality Assurance Laboratory nominated by SPC or its fitness for use will be determined by and expert Committee appointed by the relevant authority.

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

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

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

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

20. FORCE MAJEURE

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

21. NOTICE

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

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

hereto)
.)
.)
.)

Authorized signatory

Authorized signatory

Witnesses

Signature

Name, Address and ID No

1.....

.....

2.....

.....

MPN/ns

ANNEX – 1

BID NO. : DHS/SUS/WW/119/24
DATE OF ISSUE : 29TH AUGUST 2023
CLOSING DATE & TIME : 11TH OCTOBER 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 (m³)
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 08.04.2024

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, manufacturer's name, country of manufacture, country of origin, etc.) provided in the bid document by the supplier, which has been accepted by the procurement committee, and included in the Indent / Purchase Order (PO), issued by SPC.
2. All items shall be supplied, sourcing from the manufacturer and country of manufacturer, stated in the Purchase Order (PO)/Indent of SPC and wherever applicable shall have a valid product registration from NMRA.
3. Maintaining the validity of the product registration during the period of supply(delivery schedule), obtaining import license / manufacture licensing at NMRA, is a pre-requisite for the supply of surgical items. Hence all suppliers shall produce relevant valid registration certificates/licenses, when requested by MSD/SPC.

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

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

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

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

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

Shelf life & Warrantees

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

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

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

8. Freshly manufactured stocks of the product shall be supplied; thereby the residual Shelf Life (shelf life remaining at the time of delivery of goods in Sri Lanka/MSD stores/Sri Lanka) of the product, shall be 85% of the product shelf life specified in Indent/PO or as certified in the product registration certificate or indicated in any other way by NMRA)
 - (a) When the shelf life is not specified in the indent/PO/item spec; the requested shelf life shall be considered as, 36 months for surgical items. (Shelf life of not applicable for surgical non-consumables) and 24 months for Pharma/Laboratory items. The Difference of the residual and requested product shelf life shall not exceed 1/6th (one sixth) of the original product shelf life.
 - (b) In the violation of the above tender condition, Director/MSD reserves the right to accept a reduced quantity, that is usable (as per the actual consumption rate) up to three months before the expiry of same and will subject to application of a penalty (as clause No. 37 and footnote 01)

Standards & Quality

9. **Standards:** In respect of all Pharmaceutical products supplied, shall comply Pharmacopoeia Standards that are indicated in the item specifications, other Pharmacopoeia Standards accepted in the product registration by the National Medicines Regulatory Authority.
10. As per the product registration dossier approved by NMRA, the product information leaflet (PIL) for the Pharmaceuticals items and the user manual/instruction pamphlet for surgical items. With information to users regarding the; storage conditions, maintenance, and other product compatibilities, shall be provided with the product, for acceptance of goods by MSD.

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

11. Withdrawal from use of items due to quality failure found as manufacturer's/Supplier's fault:
- In case of batch withdrawal, **value of entire batch quantity supplied** shall be recovered from the supplier.
 - In case of product withdrawal, **value of entire product quantity** supplied shall be recovered from the supplier.
 - In the event of either a) or b) above, supplier shall be charged the total **cost involved for MSD, of the quality failed supplies** with 25% administrative charge of the same.
12. The storage conditions and the packing requirements of the product shall conform to the information given by the manufacturer and accepted by NMRA for the product registration or shall conform to the information submitted for waiver of registration granted by NMRA in exceptional circumstances. (refer clause No.24)

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

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

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

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

15. Pack size, Labeling & Packaging

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

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

Above condition can be waved off, if the 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 · STATE 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 · Year & Month, or · No Exp.,), in the innermost pack and supplier's invoice.

18. Description of the Item, SR No, Date of Manufacture, Date of Expiry, Batch No, Name and address of manufacturer and · STATE LOGO, of Sri Lanka Government shall be clearly marked on the outer covering of the individual/innermost pack containing the minimum unit of measure, including blister & strip cards and on the outer cover of the carton/box.

Any deviations of the Date of Manufacture (DOM)/ Date of Expiry(DOE)declared in the offer shall be approved by MSD and DOM & DOE shall consist of at least the year & month.

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 30⁰c +/- 2⁰c temperature and 75% +/-5% relative humidity. The product storage conditions shall be clearly indicated at all levels of labels/packages/boxes.

23. Maintenance of Cold Chain;

- a. In case of cold storage items, cold chain monitors (temperature recording devices) shall be included for each carton and the cold chain shall be maintained according to the manufacturer's instructions during storage, transport and delivery.
- b. Supplier shall use suitable prominently visible identification marks of international standard, with appropriate colours and sizes for easy identification of cold cargo. Supplier shall use standardized **USB Devices** for temperature data logging inside the packages and shall provide free of charge, data logger readers **&/ software (reading apps compatible with Windows-07/latest)** to wharf department of SPC in advance, to enable examining the maintenance of cold chain in transit, and before taking over the consignment by MSD.
- c. If the cold chain break is observed at the time of taking over the consignments by MSD, such consignments shall be rejected, indicating the reason on the relevant **WDN or copy of the delivery documents**. In such an event, the SPC shall arrange necessary cold storage for the consignment until observed cold chain break is investigated leading to acceptance / total rejection of consignment and the expenses born by MSD / SPC in arranging the cold storage shall be recovered from the supplier.
- d. The vehicles transporting cold cargo to MSD shall be equipped with temperature monitoring devices and the vehicle shall have NMRA approval for transport of pharmaceuticals.
- e. The suppliers shall dispatch consignments of the items, which require 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. $< 25^{\circ}\text{C}$, $2-25^{\circ}\text{C}$, $15-20^{\circ}\text{C}/30^{\circ}\text{C}$, $2-8^{\circ}\text{C}$ etc.), supplier shall provide MSD with latest product stability study reports with the invoice of the consignment. (report shall include studies; at $30^{\circ}\text{C} \pm 2^{\circ}\text{C}$ & $75\% \pm 5\%$ RH for **AC stored** items and at $25^{\circ}\text{C} \pm 2^{\circ}\text{C}$ & $60\% \pm 5\%$ 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 its latest amended delivery schedules.

- (b). When the delay exceeds 60 days purchase order will be considered as automatically cancelled, on defaulted performance. In such a situation, MSD reserve the right to recover liquidated damages or to revoke the cancellation (eg. if payments have been released prior to such a cancellation), and accept the consignment subject to a 25% admin 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/its amendments; 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 supplier's fault (eg. In delivery; time, product, document, etc.) goods shall be accepted on the following working day, such date shall be counted for working out penalties as per No. 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/C's overstepping delivery schedules in the Indent/PO/its amendments, shall not in any way affect the recovery of late delivery charges, as per Condition No. 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/its 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 No's, as necessary for the surgical items (**not relevant to pharmaceutical & Laboratory items**) shall be provided with the bid document, for reference in the; tender evaluation by SPC, ascertaining (before awarding) user acceptance of deviations from the spec by MSD and inspecting the consignments delivered to MSD.

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

- 34 The supplier shall submit all shipping documents to (Including Bills of Lading / Draft Air Way Bills etc.) SPC Imports department and MSD by e-mail (follow instructions in website www.msd.gov.lk), at least 03 days before the Expected Time of Arrival (ETA) of sea freighted consignments & 02 days before the ETA of Air freighted consignments.
35. After releasing the Indent/PO or establishing L/C, the latest logistical position of manufacturing & supply on the Indent/PO, shall be updated biweekly through e-mails to SPC with a copy to MSD by the supplier.(follow instructions in the website www.msd.gov.lk)
If it is not complied or the information so provided are found to be incomplete/false, the grace period (for supply delays) mentioned in the condition No. 27 will not be applicable.

Common conditions

36. In addition to the general conditions of supply given herein, item/order-list specific amendments, exclusions or additions to the same, stated in the covering letter of the order list and any other relevant conditions as per the tender document issued by SPC, are also applicable. The order/item specific; new conditions or amendments to General Order Conditions, will be included in the order list itself and as a remark entry in the MSMIS order records.
37. Administrative surcharge of 25%(on the value of goods), will be applied for tender condition violations that cause deficiencies in supply with respect to; quality, standards & specifications, short packing & short supply or delayed delivery as per the cabinet decision. (eg. As in conditions No. 08,05,10,13)

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

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

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

- (i) -
- (ii) -
- (iii) -

Sufficient quantity of samples should be forwarded for evaluation.

Special Conditions

- Suppliers should submit all shipping documents including the Bill of lading or Air Way Bill to SPC at least 2-3 days prior to arrival of the consignments to prevent any delay in clearance.
- In the event of an award made to you on this tender, SPC reserve the right to cancel/suspend the procuring of said order in any stage, if you would be placed the defaulted supplier's list due to quality failure found in your previous supplies made to SPC or non compliance of contractual agreement.
- This bid is administered by the provisions of the "Public Contract Act No. 3 of 1987" and therefore, in the event bidder is to retain an agent, representative, nominee for and on behalf of Bid or shall register himself and such public contract act in accordance with the section 10 of the Public Contract Act and produce such valid original certificate of registration with the bid.
- Where a purchase for a particular item is being made for the first time from a supplier, or where there are previous quality failures on goods supplied by a Particular supplier payments will only be made upon testing the quality and standards of the goods and comparing the bulk supply with the samples provided along with the offer.
- Destination Terminal Handling charges (THC) should be borne by the supplier at the Port of Loading. Hence when the C&F prices are quoted this should be inclusive of THC.
- The bid submitted should be duly signed and endorsed by the Bidder/ Tenderer him self (with the name And designation of the signatory) or by the representative. Representatives submit offers on behalf of their principals should submit a letter of authorization and power of attorney (if signing on behalf of the principals) and also should submit documentary proof on their registration as per the Act. No. 03 of 1987 with the Department of the Registrar of Companies – Sri Lanka.
- In the event of delivery of consignments deviating from given delivery schedule by MSD due to default of supplier and same is rejected due lack of storage space available at MSD warehouses, any resulting demurrage charges incurred shall be borne by the suppliers concerned.
- **All Shipment should be made exclusively on vessels belonging to the Ceylon Shipping Corporation or those chartered by CSC. Shipments on other vessels will be permitted in instances where vessels of the Ceylon Shipping Corporation do not call at the Port of Shipment or if they are not available for timely shipment of cargo. In which event the supplier should attach a waiver certificate issued by Ceylon Shipping Corporation on their Authorized Agent in the supplier's country.**

BID NO: DHS/SUS/WW/119/24 CLOSING ON : 11.10.2023 at 9.00 a.m.

ORDER LIST NUMBER: 2024/SPC/N/C/S/00083

ITEM/ SR NO	ITEM	QTY Nos.	DELIVERY	Bid Bond value (LKR)
2/13509805	Coronary Guiding Catheter, Left, Amplatz type or similar, size 6F, Inner diameter > 0.071", curve style AL 1, 100cm - 120cm length, sterile.	330	110-Jan/2024 110-May/2024 110-Sep/2024	67,500.00
5/13510806	Coronary Guiding Catheter, Left, Amplatz type or similar, size 7F, Inner diameter > 0.081", curve style AL 1, 100cm - 120cm length, sterile.	40	20-Jan/2024 20-May/2024	N/A
8/13511003	Coronary Guiding Catheter, Right, Amplatz type or similar, size 6F, Inner diameter > 0.071", curve style AR 1, 100cm - 120cm length, sterile.	300	100-Jan/2024 100-Apr/2024 100-Sep/2024	62,600.00
23/13512502	Coronary Guiding Catheter, Left, Judkin type or similar, size 6F, Inner diameter > 0.071", curve style JL 3.5, 100cm - 120cm length, sterile.	430	150-Jan/2024 150-Apr/2024 130-Sep/2024	111,350.00
24/13512505	Coronary Guiding Catheter, Left, Judkin type or similar, size 6F, Inner diameter > 0.071", curve style JL 6, 100cm - 120cm length, sterile.	70	25-Jan/2024 25-Apr/2024 20-Sep/2024	N/A

Packing: 1 Nos.

All tenderers should furnish an unconditional Bid Bond encashable on demand to the value mentioned in the item list. Bid Bond should be submitted with valid up to 08.05.2024 together with the tender

1. Page 9 Condition No. 19.b

Registrar of public contracts

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

1. Page 10 Condition No. 20. a

Representative samples in respect of items offered should be submitted to reach SPC on or before the closing time on the closing date of tender and acknowledgement receipt to be obtained from Administration Department of SPC.

Contract:

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

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

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

Amendments of Bidding Document for Procurement of Surgical/Lab items

(1) **Clause 8**

- (a) Bid Bonds to be submitted for each item (SR Number) when estimated value of each item exceeds LKR 01 Million.
- (b) Value and validity applicable for the submission of Bid Bond for each item should be as indicated therein.

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

- (c) To be deleted.

(2) **Clause 12**

Amend as **REIMBURSEMENT**

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

(3) **Clause 16.6**

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

(4) **Clause 28.0**

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

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

(6) Annex – 1 to be amend as follows.

SPECIMEN OF ANNEX – 1

ANNEX – 1

BID NO/ BID REFERENCE :
(TENDER NO)

DATE OF ISSUE :

CLOSING DATE & TIME :
(SRI LANKAN TIME)

ORDER LIST NO :

SR No	Item Description/ Specifications	Quantity	Delivery Schedule

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

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

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

MSD CONDITIONS OF SUPPLY

- 1.
- 2.

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

SPECIMEN OF CONTRACT FORM (IB)

STATE PHARMACEUTICALS CORPORATION OF SRI LANKA

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

**DEMOCRATIC SOCIALIST REPUBLIC OF SRI LANKA
AGREEMENT**

SPC Ref. No
Bid Ref.

Date :

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

AND

M/s
...business under the time, style and firm of a company duly registered and carrying business (hereinafter called **the supplier**+and which term or expression shall mean and include the said and its/their/its heirs executors administrator and permitted assign/successors in business or permitted assigns) of the **SECOND PART**.

AND

M/s
...business under the time, style and firm of a company duly registered and carrying business (hereinafter called **the Local Agent**+and which term or expression shall mean and include the said and its/their/its heirs executors administrator and permitted assign/successors in business or permitted assigns) of the **THIRD PART**.

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

NOW IT IS HEREBY AGREED AS FOLLOWS:

- 1. The following documents: .
 - (a) Conditions of Contract marked . Annex 1
 - (b) Bid Documents marked . Annex 2
 - (c) Copy of Indent marked . Annex 3

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

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

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

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

In witness whereof the State Pharmaceuticals Corporation has caused its Common Seal to be affixed and ~~_____~~ and ~~_____~~ . 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 ~~_____~~ .20~~_____~~

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

1. ~~_____~~ ..

President/Managing Director/C.E.O.

2. ~~_____~~ ..

Director

Witnesses

Signature

Name, Address and ID No./Passport No.

1. õ õ õ õ õ õ õ õ õ õ õ .

õ õ õ õ õ õ õ õ õ õ õ õ õ õ õ ..

2. õ õ õ õ õ õ õ õ õ õ õ .

õ õ õ õ õ õ õ õ õ õ õ õ õ õ õ

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

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

õ õ õ õ õ õ õ õ õ õ õ õ õ õ õ .
Director

Witnesses

Signature

Name, Address and ID No./Passport No.

1. õ õ õ õ õ õ õ õ õ õ õ .

õ õ õ õ õ õ õ õ õ õ õ õ õ õ õ ..

2. õ õ õ õ õ õ õ õ õ õ õ .

õ õ õ õ õ õ õ õ õ õ õ õ õ õ õ

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 NMQUAL 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.

BID NO. : DHS/S/WW/89/24
DATE OF ISSUE : 29TH AUGUST 2023
CLOSING DATE & TIME : 10TH OCTOBER 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 (m³)
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 07.04.2024

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, manufacturer's name, country of manufacture, country of origin, etc.) provided in the bid document by the supplier, which has been accepted by the procurement committee, and included in the Indent / Purchase Order (PO), issued by SPC.
2. All items shall be supplied, sourcing from the manufacturer and country of manufacturer, stated in the Purchase Order (PO)/Indent of SPC and wherever applicable shall have a valid product registration or waiver of registration from NMRA.
3. Maintaining the validity of the product registration during the period of supply(delivery schedule), obtaining waiver of registration &/ import license / manufacture licensing at NMRA, is a pre-requisite for the supply of surgical items. Hence all suppliers shall produce relevant valid registration certificates/licenses, when requested by MSD/SPC.

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

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

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

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

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

Shelf life & Warrantees

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

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

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

8. Freshly manufactured stocks of the product shall be supplied; thereby the residual Shelf Life (shelf life remaining at the time of delivery of goods in Sri Lanka/MSD stores/Sri Lanka) of the product, shall be 85% of the product shelf life specified in Indent/PO or as certified in the product registration certificate or indicated in any other way by NMRA)
 - (a) When the shelf life is not specified in the indent/PO/item spec; the requested shelf life shall be considered as, 36 months for consumable surgical items. (Shelf life of not applicable for surgical non-consumables) and 24 months for Pharma/Laboratory items. The Difference of the residual and requested product shelf life shall not exceed 1/6th (one sixth) of the original product shelf life.
 - (b) In the violation of the above tender condition, Director/MSD reserves the right to accept a reduced quantity, that is usable (as per the actual consumption rate) up to three months before the expiry of same and will subject to application of a penalty (as clause No. 37 and footnote 01)

Standards & Quality

9. **Standards:** In respect of all Pharmaceutical products supplied, shall comply Pharmacopoeia Standards that are indicated in the item specifications, other Pharmacopoeia Standards accepted in the product registration by the National Medicines Regulatory Authority.
10. As per the product registration dossier approved by NMRA, the product information leaflet (PIL) for the Pharmaceuticals items and the user manual/instruction pamphlet for surgical items. With information to users regarding the; storage conditions, maintenance, and other product compatibilities, shall be provided with the product, for acceptance of goods by MSD.

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

11. Withdrawal from use of items due to quality failure found as manufacturer's fault:
 - (a). In case of batch withdrawal, **value of entire batch quantity supplied** shall be recovered from the supplier.
 - (b). In case of product withdrawal, **value of entire product quantity** supplied shall be recovered from the supplier.
 - (c). In the event of either a) or b) above, supplier shall be charged the total **cost involved for MSD, of the quality failed supplies** with 25% administrative surcharge of the same.
12. The storage conditions and the packing requirements of the product shall conform to the information given by the manufacturer and accepted by NMRA for the product registration or shall conform to the information submitted for waiver of registration granted by NMRA in exceptional circumstances. (refer clause No.24)

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

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

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

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

Pack size, Labeling & Packaging

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

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

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

17. Each; innermost pack, vial/ampoule, pre-filled syringe or bottle, shall bear the item Description, SR No, Batch No/Lot no., Product Reference/Catalogue No.s of Surgical items), Date of Manufacture, Date of Expiry (of consumables only) and · STATE 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 · Year & Month, or · No Exp.,), in the innermost pack and supplier's invoice.

18. Description of the Item, SR No, Date of Manufacture, Date of Expiry, Batch No, Name and address of manufacturer and · STATE LOGO, of Sri Lanka Government shall be clearly marked on the outer covering of the individual/innermost pack containing the minimum unit of measure, including blister & strip cards and on the outer cover of the carton/box.

Any deviations of the Date of Manufacture (DOM)/ Date of Expiry(DOE)declared in the offer shall be approved by MSD and DOM & DOE shall consist of at least the year & month.

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 30⁰c +/- 2⁰c temperature and 75% +/-5% relative humidity. The product storage conditions shall be clearly indicated at all levels of labels/packages/boxes.

23. Maintenance of Cold Chain;

- a. In case of cold storage items, cold chain monitors (temperature recording devices) shall be included for each carton and the cold chain shall be maintained according to the manufacturer's instructions during storage, transport and delivery.
- b. Supplier shall use suitable prominently visible identification marks of international standard, with appropriate colours and sizes for easy identification of cold cargo. Supplier shall use standardized **USB Devices** for temperature data logging inside the packages and shall provide free of charge, data logger readers **&/ software (reading apps compatible with Windows-07/latest)** to wharf department of SPC in advance, to enable examining the maintenance of cold chain in transit, and before taking over the consignment by MSD.
- c. If the cold chain break is observed at the time of taking over the consignments by MSD, such consignments shall be rejected, indicating the reason on the relevant **WDN or copy of the delivery documents**. In such an event, the SPC shall arrange necessary cold storage for the consignment until observed cold chain break is investigated leading to acceptance / total rejection of consignment and the expenses born by MSD / SPC in arranging the cold storage shall be recovered from the supplier.
- d. The vehicles transporting cold cargo to MSD shall be equipped with temperature monitoring devices and the vehicle shall have NMRA approval for transport of pharmaceuticals.
- e. The suppliers shall dispatch consignments of the items, which require 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. $< 25^{\circ}\text{C}$, $2-25^{\circ}\text{C}$, $15-20^{\circ}\text{C}/30^{\circ}\text{C}$, $2-8^{\circ}\text{C}$ etc.), supplier shall provide MSD with latest product stability study reports with the invoice of the consignment.(report shall include studies; at $30^{\circ}\text{C} \pm 2^{\circ}\text{C}$ & $75\% \pm 5\%$ RH for **AC stored** items and at $25^{\circ}\text{C} \pm 2^{\circ}\text{C}$ & $60\% \pm 5\%$ 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 its latest amended delivery schedules.

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

28. (i). If any local purchases were to be made by MSD/SPC to ensure continuity of supply (due to noncompliance of Indent/PO/its amendments; 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 supplier's fault (eg. In delivery; time, product, document, etc.) goods shall be accepted on the following working day, such date shall be counted for working out penalties as per No. 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/C's overstepping delivery schedules in the Indent/PO/its amendments, shall not in any way affect the recovery of late delivery charges, as per Condition No. 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/its 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 No's, as necessary for the surgical items (**not relevant to pharmaceutical & Laboratory items**) shall be provided with the bid document, for reference in the; tender evaluation by SPC, ascertaining (before awarding) user acceptance of deviations from the spec by MSD and inspecting the consignments delivered to MSD.

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

- 34 The supplier shall submit all shipping documents to (Including Bills of Lading / Draft Air Way Bills etc.) SPC Imports department and MSD by e-mail (follow instructions in website www.msd.gov.lk), at least 03 days before the Expected Time of Arrival (ETA) of sea freighted consignments & 02 days before the ETA of Air freighted consignments.
35. After releasing the Indent/PO or establishing L/C, the latest logistical position of manufacturing & supply on the Indent/PO, shall be updated biweekly through e-mails to SPC with a copy to MSD by the supplier.(follow instructions in the website www.msd.gov.lk)
If it is not complied or the information so provided are found to be incomplete/false, the grace period (for supply delays) mentioned in the condition No. 27 will not be applicable.

Common conditions

36. In addition to the general conditions of supply given herein, item/order-list specific amendments, exclusions or additions to the same, stated in the covering letter of the order list and any other relevant conditions as per the tender document issued by SPC, are also applicable. The order/item specific; new conditions or amendments to General Order Conditions, will be included in the order list itself and as a remark entry in the MSMIS order records.
37. Administrative surcharge of 25%(on the value of goods), will be applied for tender condition violations that cause deficiencies in supply with respect to; quality, standards & specifications, short packing & short supply or delayed delivery as per the cabinet decision. (eg. As in conditions No. 08,05,10,13)

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

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

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

Sufficient quantity of samples should be forwarded for evaluation.

Special Conditions

- Suppliers should submit all shipping documents including the Bill of lading or Air Way Bill to SPC at least 2-3 days prior to arrival of the consignments to prevent any delay in clearance.
- In the event of an award made to you on this tender, SPC reserve the right to cancel/suspend the procuring of said order in any stage, if you would be placed the defaulted supplier's list due to quality failure found in your previous supplies made to SPC or non compliance of contractual agreement.
- This bid is administered by the provisions of the "Public Contract Act No. 3 of 1987" and therefore, in the event bidder is to retain an agent, representative, nominee for and on behalf of Bid or shall register himself and such public contact act in accordance with the section 10 of the Public Contract Act and produce such valid original certificate of registration with the bid.
- Where a purchase for a particular item is being made for the first time from a supplier, or where there are previous quality failures on goods supplied by a Particular supplier payments will only be made upon testing the quality and standards of the goods and comparing the bulk supply with the samples provided along with the offer.
- Destination Terminal Handling charges (THC) should be borne by the supplier at the Port of Loading. Hence when the C&F prices are quoted this should be inclusive of THC.
- The bid submitted should be duly signed and endorsed by the Bidder/ Tenderer him self (with the name and designation of the signatory) or by the representative. Representatives submit offers on behalf of their principals should submit a letter of authorization and power of attorney (if signing on behalf of the principals) and also should submit documentary proof on their registration as per the Act. No. 03 of 1987 with the Department of the Registrar of Companies – Sri Lanka.
- In the event of delivery of consignments deviating from given delivery schedule by MSD due to default of supplier and same is rejected due lack of storage space available at MSD warehouses, any resulting demurrage charges incurred shall be borne by the suppliers concerned.
- **All Shipment should be made exclusively on vessels belonging to the Ceylon Shipping Corporation or those chartered by CSC. Shipments on other vessels will be permitted in instances where vessels of the Ceylon Shipping Corporation do not call at the Port of Shipment or if they are not available for timely shipment of cargo. In which event the supplier should attach a waiver certificate issued by Ceylon Shipping Corporation on their Authorized Agent in the supplier's country.**

BID NO: DHS/S/WW/89/24 CLOSING ON : 10.10.2023 at 9.00 a.m.

ORDER LIST NUMBER: 2024/SPC/N/R/S/00204

ITEM NO	SR NO	ITEM	QTY Nos.	DELIVERY	Bid Bond value (LKR)
4	12600106	9 HOLE Dynamic Compression Bone Plate, broad plate, for use with 4.5mm dia. cortical and 6.5mm dia. cancellous bone screws, plate profile (approx.) 16mm width x 4.5mm thickness, 9 holes x 151mm (approx.) length, made of implant quality stainless steel, unsterile.	30	30-Jan/2024	N/A
5	12600107	10 HOLE Dynamic Compression Bone Plate, broad plate, for use with 4.5mm dia. cortical and 6.5mm dia. cancellous bone screws, plate profile (approx.) 16mm width x 4.5mm thickness, 10 holes x 167mm (approx.) length, made of implant quality stainless steel, unsterile.	250	250-Mar/2024	N/A
10	12600113	18 HOLE Dynamic Compression Bone Plate, broad plate, for use with 4.5mm dia. cortical and 6.5mm dia. cancellous bone screws, plate profile (approx.) 16mm width x 4.5mm thickness, 18 holes x 295mm (approx.) length, made of implant quality stainless steel, unsterile.	150	150-Jan/2024	N/A
12	12600202	5 HOLE Dynamic Compression Bone Plate, narrow plate, for use with 4.5mm dia. cortical and 6.5mm dia. cancellous bone screws, plate profile (approx.) 16mm width x 4.5mm thickness, 5 holes x 87mm (approx.) length, made of implant quality stainless steel, unsterile.	250	250-Jan/2024	N/A
13	12600205	8 HOLE Dynamic Compression Bone Plate, narrow plate, for use with 4.5mm dia. cortical and 6.5mm dia. cancellous bone screws, plate profile (approx.) 16mm width x 4.5mm thickness, 8 holes x 135mm (approx.) length, made of implant quality stainless steel, unsterile.	500	500-Jan/2024	N/A
25	12602403	3 HOLE/5 HOLE T Bone Plate, right angled, for use with 3.5mm diameter Cortical screws and 4.0mm diameter cancellous screws, plate profile (approx.) 10mm width x 1.2mm thickness, head width 24mm, 3 hole head T x 5 hole shaft, 67mm (approx.) length, made implant quality stainless steel, unsterile. ???	220	220-Jan/2024	N/A

34	12603507	26mm Cortical Bone Screw, self tapping, 4.5mm diameter, for use with large fragment set, spherical head, hex drive, 26mm length, made of implant quality stainless steel, unsterile.	3,750	2000-Jan/2024 1750-Jun/2024	N/A
35	12603508	28mm Cortical Bone Screw, self tapping, 4.5mm diameter, for use with large fragment set, spherical head, hex drive, 28mm length, made of implant quality stainless steel, unsterile.	1,400	700-Jan/2024 700-Jun/2024	N/A
37	12603510	32mm Cortical Bone Screw, self tapping, 4.5mm diameter, for use with large fragment set, spherical head, hex drive, 32mm length, made of implant quality stainless steel, unsterile.	16,250	8000-Jan/2024 8250-Jun/2024	27,160.00
38	12603511	34mm Cortical Bone Screw, 4.5mm diameter, for use with large fragment set, spherical head, hex drive, 34mm length, made of implant quality stainless steel, unsterile.	15,500	8000-Jan/2024 7500-Jun/2024	25,730.00
39	12603512	36mm Cortical Bone Screw, self tapping, 4.5mm diameter, for use with large fragment set, spherical head, hex drive, 36mm length, made of implant quality stainless steel, unsterile.	15,800	8000-Jan/2024 7800-Jun/2024	25,960.00
40	12603513	38mm Cortical Bone Screw, 4.5mm diameter, for use with large fragment set, spherical head, hex drive, 38mm length, made of implant quality stainless steel, unsterile.	8,800	4800-Jan/2024 4000-Jun/2024	N/A
41	12603514	40mm Cortical Bone Screw, self tapping, 4.5mm diameter, for use with large fragment set, spherical head, hex drive, 40mm length, made of implant quality stainless steel, unsterile.	1,500	1500-Jun/2024	N/A
42	12603515	42mm Cortical Bone Screw, 4.5mm diameter, for use with large fragment set, spherical head, hex drive, 42mm length, made of implant quality stainless steel, unsterile.	5,600	3000-Jan/2024 2600-Jun/2024	N/A
43	12603516	44mm Cortical Bone Screw, self tapping, 4.5mm diameter, for use with large fragment set, spherical head, hex drive, 44mm length, made of implant quality stainless steel, unsterile.	5000	2500-Jan/2024 2500-Jun/2024	N/A
59	12603808	60mm Cancellous Bone Screw, 6.5mm diameter, for large fragment set, 32mm thread length, spherical head, hex drive, 60mm length, made of implant quality stainless steel, unsterile.	180	180-Mar/2024	N/A
60	12603809	65mm Cancellous Bone Screw, 6.5mm diameter, for large fragment set, 32mm thread length, spherical head, hex drive, 65mm length, made of implant quality stainless steel, unsterile.	350	350-Jan/2024	N/A

61	12603811	75mm Cancellous Bone Screw, 6.5mm diameter, for large fragment set, 32mm thread length, spherical head, hex drive, 75mm length, made of implant quality stainless steel, unsterile.	350	350-Jan/2024	N/A
62	12603813	85mm Cancellous Bone Screw, 6.5mm diameter, for large fragment set, 32mm thread length, spherical head, hex drive, 85mm length, made of implant quality stainless steel, unsterile.	530	530-Jan/2024	N/A
69	12603907	55mm Cancellous Bone Screw, 6.5mm diameter, for large fragment set, 16mm thread length, spherical head, hex drive, 55mm length, made of implant quality stainless steel, unsterile.	360	360-Jan/2024	N/A
70	12603909	65mm Cancellous Bone Screw, 6.5mm diameter, for large fragment set, 16mm thread length, spherical head, hex drive, 65mm length, made of implant quality stainless steel, unsterile.	870	870-Jan/2024	N/A
71	12603910	70mm Cancellous Bone Screw, 6.5mm diameter, for large fragment set, 16mm thread length, spherical head, hex drive, 70mm length, made of implant quality stainless steel, unsterile.	350	350-Mar/2024	N/A
81	12604007	60mm Cancellous Bone Screw, 6.5mm diameter, for large fragment set, fully threaded, spherical head, hex drive, 60mm length, made of implant quality stainless steel, unsterile.	370	370-Mar/2024	N/A
82	12604008	65mm Cancellous Bone Screw, 6.5mm diameter, for large fragment set, fully threaded, spherical head, hex drive, 65mm length, made of implant quality stainless steel, unsterile.	500	500-Mar/2024	N/A
83	12604009	70mm Cancellous Bone Screw, 6.5mm diameter, for large fragment set, fully threaded, spherical head, hex drive, 70mm length, made of implant quality stainless steel, unsterile.	140	140-Mar/2024	N/A
84	12604010	75mm Cancellous Bone Screw, 6.5mm diameter, for large fragment set, fully threaded, spherical head, hex drive, 75mm length, made of implant quality stainless steel, unsterile.	450	450-Mar/2024	N/A

Packing: 1 Nos.

All tenderers should furnish an unconditional Bid Bond encashable on demand to the value mentioned in the item list. Bid Bond should be submitted with valid up to 07.05.2024 together with the tender

1. Page 9 Condition No. 19.b

Registrar of public contracts

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

1. Page 10 Condition No. 20. A

Representative samples in respect of items offered should be submitted to reach SPC on or before the closing time on the closing date of tender and acknowledgement receipt to be obtained from Administration Department of SPC.

Contract:

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

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

A non refundable fee of Rs. 3,000/= + taxes should be paid in cash to SPC for each set of Tender Documents

Amendments of Bidding Document for Procurement of Surgical/Lab items

(1) **Clause 8**

- (a) Bid Bonds to be submitted for each item (SR Number) when estimated value of each item exceeds LKR 01 Million.
- (b) Value and validity applicable for the submission of Bid Bond for each item should be as indicated therein.

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

- (c) To be deleted.

(2) **Clause 12**

Amend as **REIMBURSEMENT**

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

(3) **Clause 16.6**

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

(4) **Clause 28.0**

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

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

(6) Annex – 1 to be amend as follows.

SPECIMEN OF ANNEX – 1

ANNEX – 1

BID NO/ BID REFERENCE :
(TENDER NO)

DATE OF ISSUE :

CLOSING DATE & TIME :
(SRI LANKAN TIME)

ORDER LIST NO :

SR No	Item Description/ Specifications	Quantity	Delivery Schedule

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

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

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

MSD CONDITIONS OF SUPPLY

- 1.
- 2.

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

SPECIMEN OF CONTRACT FORM (IB)

STATE PHARMACEUTICALS CORPORATION OF SRI LANKA

(Established under the State Industrial Corporation Act, No. 49 of 1957)
Mehewara Piyasa, 16th Floor, No. 41, Kirula Road, Colombo 05, Sri Lanka.
Telephone (00)94-1-2335008 Fax: (00)94-11-2582495
E-mail: dgmsurgical@spc.lk or mgrsurgical@spc.lk

**DEMOCRATIC SOCIALIST REPUBLIC OF SRI LANKA
AGREEMENT**

SPC Ref. No
Bid Ref.

Date :

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

AND

M/s
...business under the time, style and firm of a company duly registered and carrying business (hereinafter called **the supplier**+and which term or expression shall mean and include the said and its/their/its heirs executors administrator and permitted assign/successors in business or permitted assigns) of the **SECOND PART**.

AND

M/s
...business under the time, style and firm of a company duly registered and carrying business (hereinafter called **the Local Agent**+and which term or expression shall mean and include the said and its/their/its heirs executors administrator and permitted assign/successors in business or permitted assigns) of the **THIRD PART**.

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

NOW IT IS HEREBY AGREED AS FOLLOWS:

- 1. The following documents: .
 - (a) Conditions of Contract marked . Annex 1
 - (b) Bid Documents marked . Annex 2
 - (c) Copy of Indent marked . Annex 3

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

2. In consideration of the payment to be made by SPC to the supplier the contract sum hereinafter mentioned the supplier hereby covenants with SPC to supply and deliver the goods in conformity in all respects with the provisions of this contract, and the local agent will be responsible for all the matters regarding the supplies which do not conform 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 ~~the~~ and ~~the~~ 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 ~~the~~ .20~~th~~

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

1. ~~the~~ ..
President/Managing Director/C.E.O.

2. ~~the~~ ..
Director

Witnesses

Signature

Name, Address and ID No./Passport No.

1. õ õ õ õ õ õ õ õ õ õ õ .

õ õ õ õ õ õ õ õ õ õ õ õ õ õ õ ..

2. õ õ õ õ õ õ õ õ õ õ õ .

õ õ õ õ õ õ õ õ õ õ õ õ õ õ õ

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

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

õ õ õ õ õ õ õ õ õ õ õ õ õ õ õ .
Director

Witnesses

Signature

Name, Address and ID No./Passport No.

1. õ õ õ õ õ õ õ õ õ õ õ .

õ õ õ õ õ õ õ õ õ õ õ õ õ õ õ ..

2. õ õ õ õ õ õ õ õ õ õ õ .

õ õ õ õ õ õ õ õ õ õ õ õ õ õ õ

CONDITIONS OF CONTRACT

3. FREE REPLACEMENT /REIMBURSEMENT

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

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

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

3.3 Withdrawal from use of Item due to quality failure.

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

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

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

20. FORCE MAJEURE

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

21 . NOTICE

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

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

hereto
õ)
õ .)
õ .)
õ .)

Authorized signatory

Authorized signatory

Witnesses

Signature

Name, Address and ID No

1.....

.....

2.....

.....

CP/ns

ANNEX – 1

BID NO. : DHS/S/WW/90/24
DATE OF ISSUE : 29TH AUGUST 2023
CLOSING DATE & TIME : 13TH OCTOBER 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 (m³)
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 10.04.2024.

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, manufacturer's name, country of manufacture, country of origin, etc.) provided in the bid document by the supplier, which has been accepted by the procurement committee, and included in the Indent / Purchase Order (PO), issued by SPC.
2. All items shall be supplied, sourcing from the manufacturer and country of manufacturer, stated in the Purchase Order (PO)/Indent of SPC and wherever applicable shall have a valid product registration or waiver of registration from NMRA.
3. Maintaining the validity of the product registration during the period of supply(delivery schedule), obtaining waiver of registration &/ import license / manufacture licensing at NMRA, is a pre-requisite for the supply of surgical items. Hence all suppliers shall produce relevant valid registration certificates/licenses, when requested by MSD/SPC.

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

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

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

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

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

Shelf life & Warrantees

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

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

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

8. Freshly manufactured stocks of the product shall be supplied; thereby the residual Shelf Life (shelf life remaining at the time of delivery of goods in Sri Lanka/MSD stores/Sri Lanka) of the product, shall be 85% of the product shelf life specified in Indent/PO or as certified in the product registration certificate or indicated in any other way by NMRA)
 - (a) When the shelf life is not specified in the indent/PO/item spec; the requested shelf life shall be considered as, 36 months for consumable surgical items. (Shelf life of not applicable for surgical non-consumables) and 24 months for Pharma/Laboratory items. The Difference of the residual and requested product shelf life shall not exceed 1/6th (one sixth) of the original product shelf life.
 - (b) In the violation of the above tender condition, Director/MSD reserves the right to accept a reduced quantity, that is usable (as per the actual consumption rate) up to three months before the expiry of same and will subject to application of a penalty (as clause No. 37 and footnote 01)

Standards & Quality

9. **Standards:** In respect of all Pharmaceutical products supplied, shall comply Pharmacopoeia Standards that are indicated in the item specifications, other Pharmacopoeia Standards accepted in the product registration by the National Medicines Regulatory Authority.
10. As per the product registration dossier approved by NMRA, the product information leaflet (PIL) for the Pharmaceuticals items and the user manual/instruction pamphlet for surgical items. With information to users regarding the; storage conditions, maintenance, and other product compatibilities, shall be provided with the product, for acceptance of goods by MSD.

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

11. Withdrawal from use of items due to quality failure found as manufacturer's fault:
 - (a). In case of batch withdrawal, **value of entire batch quantity supplied** shall be recovered from the supplier.
 - (b). In case of product withdrawal, **value of entire product quantity** supplied shall be recovered from the supplier.
 - (c). In the event of either a) or b) above, supplier shall be charged the total **cost involved for MSD, of the quality failed supplies** with 25% administrative surcharge of the same.
12. The storage conditions and the packing requirements of the product shall conform to the information given by the manufacturer and accepted by NMRA for the product registration or shall conform to the information submitted for waiver of registration granted by NMRA in exceptional circumstances. (refer clause No.24)

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

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

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

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

Pack size, Labeling & Packaging

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

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

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

17. Each; innermost pack, vial/ampoule, pre-filled syringe or bottle, shall bear the item Description, SR No, Batch No/Lot no., Product Reference/Catalogue No.s of Surgical items), Date of Manufacture, Date of Expiry (of consumables only) and ·STATE 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 ·Year & Month, or ·No Exp.,), in the innermost pack and supplier's invoice.

18. Description of the Item, SR No, Date of Manufacture, Date of Expiry, Batch No, Name and address of manufacturer and ·STATE LOGO, of Sri Lanka Government shall be clearly marked on the outer covering of the individual/innermost pack containing the minimum unit of measure, including blister & strip cards and on the outer cover of the carton/box.

Any deviations of the Date of Manufacture (DOM)/ Date of Expiry(DOE)declared in the offer shall be approved by MSD and DOM & DOE shall consist of at least the year & month.

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 30⁰c +/- 2⁰c temperature and 75% +/-5% relative humidity. The product storage conditions shall be clearly indicated at all levels of labels/packages/boxes.

23. Maintenance of Cold Chain;

- a. In case of cold storage items, cold chain monitors (temperature recording devices) shall be included for each carton and the cold chain shall be maintained according to the manufacturer's instructions during storage, transport and delivery.
- b. Supplier shall use suitable prominently visible identification marks of international standard, with appropriate colours and sizes for easy identification of cold cargo. Supplier shall use standardized **USB Devices** for temperature data logging inside the packages and shall provide free of charge, data logger readers **&/ software (reading apps compatible with Windows-07/latest)** to wharf department of SPC in advance, to enable examining the maintenance of cold chain in transit, and before taking over the consignment by MSD.
- c. If the cold chain break is observed at the time of taking over the consignments by MSD, such consignments shall be rejected, indicating the reason on the relevant **WDN or copy of the delivery documents**. In such an event, the SPC shall arrange necessary cold storage for the consignment until observed cold chain break is investigated leading to acceptance / total rejection of consignment and the expenses born by MSD / SPC in arranging the cold storage shall be recovered from the supplier.
- d. The vehicles transporting cold cargo to MSD shall be equipped with temperature monitoring devices and the vehicle shall have NMRA approval for transport of pharmaceuticals.
- e. The suppliers shall dispatch consignments of the items, which require 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. $< 25^{\circ}\text{C}$, $2-25^{\circ}\text{C}$, $15-20^{\circ}\text{C}/30^{\circ}\text{C}$, $2-8^{\circ}\text{C}$ etc.), supplier shall provide MSD with latest product stability study reports with the invoice of the consignment.(report shall include studies; at $30^{\circ}\text{C} \pm 2^{\circ}\text{C}$ & $75\% \pm 5\%$ RH for **AC stored** items and at $25^{\circ}\text{C} \pm 2^{\circ}\text{C}$ & $60\% \pm 5\%$ 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 its latest amended delivery schedules.

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

28. (i). If any local purchases were to be made by MSD/SPC to ensure continuity of supply (due to noncompliance of Indent/PO/its amendments; 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 supplier's fault (eg. In delivery; time, product, document, etc.) goods shall be accepted on the following working day, such date shall be counted for working out penalties as per No. 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/C's overstepping delivery schedules in the Indent/PO/its amendments, shall not in any way affect the recovery of late delivery charges, as per Condition No. 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/its 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 No's, as necessary for the surgical items (**not relevant to pharmaceutical & Laboratory items**) shall be provided with the bid document, for reference in the; tender evaluation by SPC, ascertaining (before awarding) user acceptance of deviations from the spec by MSD and inspecting the consignments delivered to MSD.

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

- 34 The supplier shall submit all shipping documents to (Including Bills of Lading / Draft Air Way Bills etc.) SPC Imports department and MSD by e-mail (follow instructions in website www.msd.gov.lk), at least 03 days before the Expected Time of Arrival (ETA) of sea freighted consignments & 02 days before the ETA of Air freighted consignments.
35. After releasing the Indent/PO or establishing L/C, the latest logistical position of manufacturing & supply on the Indent/PO, shall be updated biweekly through e-mails to SPC with a copy to MSD by the supplier.(follow instructions in the website www.msd.gov.lk)
If it is not complied or the information so provided are found to be incomplete/false, the grace period (for supply delays) mentioned in the condition No. 27 will not be applicable.

Common conditions

36. In addition to the general conditions of supply given herein, item/order-list specific amendments, exclusions or additions to the same, stated in the covering letter of the order list and any other relevant conditions as per the tender document issued by SPC, are also applicable. The order/item specific; new conditions or amendments to General Order Conditions, will be included in the order list itself and as a remark entry in the MSMIS order records.
37. Administrative surcharge of 25%(on the value of goods), will be applied for tender condition violations that cause deficiencies in supply with respect to; quality, standards & specifications, short packing & short supply or delayed delivery as per the cabinet decision. (eg. As in conditions No. 08,05,10,13)

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

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

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

Sufficient quantity of samples should be forwarded for evaluation.

Special Conditions

- Suppliers should submit all shipping documents including the Bill of lading or Air Way Bill to SPC at least 2-3 days prior to arrival of the consignments to prevent any delay in clearance.
- In the event of an award made to you on this tender, SPC reserve the right to cancel/suspend the procuring of said order in any stage, if you would be placed the defaulted supplier's list due to quality failure found in your previous supplies made to SPC or non compliance of contractual agreement.
- This bid is administered by the provisions of the "Public Contract Act No. 3 of 1987" and therefore, in the event bidder is to retain an agent, representative, nominee for and on behalf of Bid or shall register himself and such public contact act in accordance with the section 10 of the Public Contract Act and produce such valid original certificate of registration with the bid.
- Where a purchase for a particular item is being made for the first time from a supplier, or where there are previous quality failures on goods supplied by a Particular supplier payments will only be made upon testing the quality and standards of the goods and comparing the bulk supply with the samples provided along with the offer.
- Destination Terminal Handling charges (THC) should be borne by the supplier at the Port of Loading. Hence when the C&F prices are quoted this should be inclusive of THC.
- The bid submitted should be duly signed and endorsed by the Bidder/ Tenderer him self (with the name and designation of the signatory) or by the representative. Representatives submit offers on behalf of their principals should submit a letter of authorization and power of attorney (if signing on behalf of the principals) and also should submit documentary proof on their registration as per the Act. No. 03 of 1987 with the Department of the Registrar of Companies – Sri Lanka.
- In the event of delivery of consignments deviating from given delivery schedule by MSD due to default of supplier and same is rejected due lack of storage space available at MSD warehouses, any resulting demurrage charges incurred shall be borne by the suppliers concerned.
- **All Shipment should be made exclusively on vessels belonging to the Ceylon Shipping Corporation or those chartered by CSC. Shipments on other vessels will be permitted in instances where vessels of the Ceylon Shipping Corporation do not call at the Port of Shipment or if they are not available for timely shipment of cargo. In which event the supplier should attach a waiver certificate issued by Ceylon Shipping Corporation on their Authorized Agent in the supplier's country.**

BID NO: DHS/S/WW/90/24 CLOSING ON : 13.10.2023 at 9.00 a.m.

ORDER LIST NUMBER: 2024/SPC/N/R/S/00280

ITEM NO	SR NO	ITEM	QTY Nos.	DELIVERY	Bid Bond value (LKR)
4	12601205	9 HOLE Locking Compression Bone Plate (LCP), broad plate, straight, for use with 4.5mm/5.0mm dia. locking head screws, plate profile (approx.) 17.5mm width x 5.2mm thickness, 9 holes x 170mm (approx.) length, made of implant quality stainless steel, unsterile.	1,200	600-Jan/2024 600-May/2024	73,760.00
5	12601206	10 HOLE Locking Compression Bone Plate (LCP), broad plate, straight, for use with 4.5mm/5.0mm dia. locking head screws, plate profile (approx.) 17.5mm width x 5.2mm thickness, 10 holes x 188mm (approx.) length, made of implant quality stainless steel, unsterile.	1,200	600-Jan/2024 600-May/2024	73,750.00
6	12601207	11 HOLE Locking Compression Bone Plate (LCP), broad plate, straight, for use with 4.5mm/5.0mm dia. locking head screws, plate profile (approx.) 17.5mm width x 5.2mm thickness, 11 holes x 206mm (approx.) length, made of implant quality stainless steel, unsterile.	640	640-Jan/2024	39,340.00
7	12601208	12 HOLE Locking Compression Bone Plate (LCP), broad plate, straight, for use with 4.5mm/5.0mm dia. locking head screws, plate profile (approx.) 17.5mm width x 5.2mm thickness, 12 holes x 216mm (approx.) length, made of implant quality stainless steel, unsterile.	470	470-Mar/2024	28,890.00
12	12601305	8 HOLE Locking Compression Bone Plate (LCP), narrow plate for tibia, straight, for use with 4.5mm/5.0mm dia. locking head screws, plate profile (approx.) 13.5mm width x 4.6mm thickness, 8 holes x 152mm (approx.) length, made of implant quality stainless steel, unsterile.	660	660-Jan/2024	33,170.00
13	12601306	9 HOLE Locking Compression Bone Plate (LCP), narrow plate for tibia, straight, for use with 4.5mm/5.0mm dia. locking head screws, plate profile (approx.) 13.5mm width x 4.6mm thickness, 9 holes x 170mm (approx.) length, made of implant quality stainless steel, unsterile.	400	400-May/2024	20,105.00
14	12601307	10 HOLE Locking Compression Bone Plate (LCP), narrow plate for tibia, straight, for use with 4.5mm/5.0mm dia. locking head screws, plate profile (approx.) 13.5mm width x 4.6mm thickness, 10 holes x 188mm (approx.) length, made of implant quality stainless steel, unsterile.	330	330-Mar/2024	N/A

19	12601403	6 HOLE Locking Compression Bone Plate (LCP), Locking Plate, for proximal lateral tibia, right, for use with 4.5mm/5.0mm dia. locking head screws, plate thickness 2mm, 6 holes shaft x 118mm (approx.) length, made of implant quality stainless steel, unsterile.	750	400-Jan/2024 350-May/2024	153,660.00
20	12601404	6 HOLE Locking Compression Bone Plate (LCP), Locking Plate, for proximal lateral tibia, left, for use with 4.5mm/5.0mm dia. locking head screws, plate thickness 2mm, 6 holes shaft x 118mm (approx.) length, made of implant quality stainless steel, unsterile.	750	400-Jan/2024 350-May/2024	153,660.00
21	12601405	8 HOLE Locking Compression Bone Plate (LCP), Locking Plate, for proximal lateral tibia, right, for use with 4.5mm/5.0mm dia. locking head screws, plate thickness 2mm, 8 holes shaft x 154mm (approx.) length, made of implant quality stainless steel, unsterile.	480	480-May/2024	98,340.00
22	12601406	8 HOLE Locking Compression Bone Plate (LCP), Locking Plate, for proximal lateral tibia, left, for use with 4.5mm/5.0mm dia. locking head screws, plate thickness 2mm, 8 holes shaft x 154mm (approx.) length, made of implant quality stainless steel, unsterile.	550	550-Jan/2024	112,680.00
24	12601409	12 HOLE Locking Compression Bone Plate (LCP), Locking Plate, for proximal lateral tibia, right, for use with 4.5mm/5.0mm dia. locking head screws, plate thickness 2mm, 12 holes shaft x 226mm (approx.) length, made of implant quality stainless steel, unsterile.	210	210-Jan/2024	43,025.00
27	12601503	7 HOLE Locking Compression Bone Plate (LCP), Locking Plate, for distal femur, right, for use with 4.5mm/5.0mm dia. locking head screws, plate thickness 2mm, 7 holes shaft x 196mm (approx.) length, made of implant quality stainless steel, unsterile.	600	300-Jan/2024 300-May/2024	118,780.00
28	12601504	7 HOLE Locking Compression Bone Plate (LCP), Locking Plate, for distal femur, left, for use with 4.5mm/5.0mm dia. locking head screws, plate thickness 2mm, 7 holes shaft x 196mm (approx.) length, made of implant quality stainless steel, unsterile.	870	400-Jan/2024 470-May/2024	172,240.00
29	12601505	9 HOLE Locking Compression Bone Plate (LCP), Locking Plate, for distal femur, right, for use with 4.5mm/5.0mm dia. locking head screws, plate thickness 2mm, 9 holes shaft x 236mm (approx.) length, made of implant quality stainless steel, unsterile.	1,120	500-Jan/2024 620-May/2024	220,460.00

30	12601506	9 HOLE Locking Compression Bone Plate (LCP), Locking Plate, for distal femur, left, for use with 4.5mm/5.0mm dia. locking head screws, plate thickness 2mm, 9 holes shaft x 236mm (approx.) length, made of implant quality stainless steel, unsterile.	570	570-Mar/2024	112,200.00
31	12601507	11 HOLE Locking Compression Bone Plate (LCP), Locking Plate, for distal femur, right, for use with 4.5mm/5.0mm dia. locking head screws, plate thickness 2mm, 11 holes shaft x 276mm (approx.) length, made of implant quality stainless steel, unsterile.	1100	600-Jan/2024 500-May/2024	215,990.00
32	12601508	11 HOLE Locking Compression Bone Plate (LCP), Locking Plate, for distal femur, left, for use with 4.5mm/5.0mm dia. locking head screws, plate thickness 2mm, 11 holes shaft x 276mm (approx.) length, made of implant quality stainless steel, unsterile.	1,100	600-Jan/2024 500-May/2024	218,280.00
36	12602208	5.0mm Diameter LCP Locking Head Screw, self tapping, 5.0mm dia. x 30mm length, made of implant quality stainless steel, unsterile.	2,860	2860-May/2024	N/A
37	12602210	5.0mm Diameter LCP Locking Head Screw, self tapping, 5.0mm dia. x 34mm length, made of implant quality stainless steel, unsterile.	1,890	1890-May/2024	N/A
38	12602213	5.0mm Diameter LCP Locking Head Screw, self tapping, 5.0mm dia. x 40mm length, made of implant quality stainless steel, unsterile.	1,500	1500-May/2024	N/A
39	12602214	5.0mm Diameter LCP Locking Head Screw, self tapping, 5.0mm dia. x 42mm length, made of implant quality stainless steel, unsterile	1,690	1690-May/2024	N/A
40	12602215	5.0mm Diameter LCP Locking Head Screw, self tapping, 5.0mm dia. x 44mm length, made of implant quality stainless steel, unsterile.	570	570-May/2024	N/A
41	12602216	5.0mm Diameter LCP Locking Head Screw, self tapping, 5.0mm dia. x 46mm length, made of implant quality stainless steel, unsterile.	620	620-May/2024	N/A
42	12602217	5.0mm Diameter LCP Locking Head Screw, self tapping, 5.0mm dia. x 48mm length, made of implant quality stainless steel, unsterile.	1,600	1600-May/2024	N/A
43	12602218	5.0mm Diameter LCP Locking Head Screw, self tapping, 5.0mm dia. x 50mm length, made of implant quality stainless steel, unsterile.	2750	1000-Jan/2024 1750-May/2024	N/A

44	12602219	5.0mm Diameter LCP Locking Head Screw, self tapping, 5.0mm dia. x 55mm length, made of implant quality stainless steel, unsterile.	2,750	1000-Jan/2024 1750-May/2024	N/A
45	12602220	5.0mm Diameter LCP Locking Head Screw, self tapping, 5.0mm dia. x 60mm length, made of implant quality stainless steel, unsterile.	5,000	2500-Jan/2024 2500-May/2024	31,830.00
46	12602221	5.0mm Diameter LCP Locking Head Screw, self tapping, 5.0mm dia. x 65mm length, made of implant quality stainless steel, unsterile.	5,000	2500-Jan/2024 2500-May/2024	31,830.00
47	12602222	5.0mm Diameter LCP Locking Head Screw, self tapping, 5.0mm dia. x 70mm length, made of implant quality stainless steel, unsterile.	5,000	2500-Jan/2024 2500-May/2024	31,830.00
48	12602223	5.0mm Diameter LCP Locking Head Screw, self tapping, 5.0mm dia. x 75mm length, made of implant quality stainless steel, unsterile.	5,000	2500-Jan/2024 2500-May/2024	31,830.00
49	12602224	5.0mm Diameter LCP Locking Head Screw, self tapping, 5.0mm dia. x 80mm length, made of implant quality stainless steel, unsterile.	4,870	2000-Jan/2024 2870-May/2024	31,010.00
50	12602225	5.0mm Diameter LCP Locking Head Screw, self tapping, 5.0mm dia. x 85mm length, made of implant quality stainless steel, unsterile.	3,750	1750-Jan/2024 2000-May/2024	23,870.00
51	12602226	5.0mm Diameter LCP Locking Head Screw, self tapping, 5.0mm dia. x 90mm length, made of implant quality stainless steel, unsterile.	2,000	1000-Jan/2024 1000-May/2024	N/A
64	12601433	30mm length, Locking Screw for Proximal Tibial Locking Plate, 4.5mm dia x 30mm length, stainless steel.	3450	1950-Jan/2024 1500-May/2024	N/A
65	12601434	32mm length, Locking Screw for Proximal Tibial Locking Plate, 4.5mm dia x 32mm length, stainless steel.	3350	1850-Jan/2024 1500-May/2024	N/A
66	12601435	34mm length, Locking Screw for Proximal Tibial Locking Plate, 4.5mm dia x 34mm length, stainless steel.	3300	1800-Jan/2024 1500-May/2024	N/A
67	12601436	36mm length, Locking Screw for Proximal Tibial Locking Plate, 4.5mm dia x 36mm length, stainless steel.	3300	1800-Jan/2024 1500-May/2024	N/A
72	12601441	46mm length, Locking Screw for Proximal Tibial Locking Plate, 4.5mm dia x 46mm length, stainless steel.	3750	1950-Jan/2024 1800-May/2024	N/A

73	12601442	48mm length, Locking Screw for Proximal Tibial Locking Plate, 4.5mm dia x 48mm length, stainless steel.	3750	1950-Jan/2024 1800-May/2024	N/A
74	12601443	50mm length, Locking Screw for Proximal Tibial Locking Plate, 4.5mm dia x 50mm length, stainless steel.	3750	1950-Jan/2024 1800-May/2024	N/A

Packing: 1 Nos.

All tenderers should furnish an unconditional Bid Bond encashable on demand to the value mentioned in the item list. Bid Bond should be submitted with valid up to 10.05.2024 together with the tender

1. Page 9 Condition No. 19.b

Registrar of public contracts

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

1. Page 10 Condition No. 20. A

Representative samples in respect of items offered should be submitted to reach SPC on or before the closing time on the closing date of tender and acknowledgement receipt to be obtained from Administration Department of SPC.

Contract:

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

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

A non refundable fee of Rs. 35,000/= + taxes should be paid in cash to SPC for each set of Tender Documents

Amendments of Bidding Document for Procurement of Surgical/Lab items

(1) **Clause 8**

- (a) Bid Bonds to be submitted for each item (SR Number) when estimated value of each item exceeds LKR 01 Million.
- (b) Value and validity applicable for the submission of Bid Bond for each item should be as indicated therein.

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

- (c) To be deleted.

(2) **Clause 12**

Amend as **REIMBURSEMENT**

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

(3) **Clause 16.6**

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

(4) **Clause 28.0**

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

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

(6) Annex – 1 to be amend as follows.

SPECIMEN OF ANNEX – 1

ANNEX – 1

BID NO/ BID REFERENCE :
(TENDER NO)

DATE OF ISSUE :

CLOSING DATE & TIME :
(SRI LANKAN TIME)

ORDER LIST NO :

SR No	Item Description/ Specifications	Quantity	Delivery Schedule

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

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

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

MSD CONDITIONS OF SUPPLY

- 1.
- 2.

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

SPECIMEN OF CONTRACT FORM (IB)

STATE PHARMACEUTICALS CORPORATION OF SRI LANKA

(Established under the State Industrial Corporation Act, No. 49 of 1957)
Mehewara Piyasa, 16th Floor, No. 41, Kirula Road, Colombo 05, Sri Lanka.
Telephone (00)94-1-2335008 Fax: (00)94-11-2582495
E-mail: dgmsurgical@spc.lk or mgrsurgical@spc.lk

**DEMOCRATIC SOCIALIST REPUBLIC OF SRI LANKA
AGREEMENT**

SPC Ref. No
Bid Ref.

Date :

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

AND

M/s
...business under the time, style and firm of a company duly registered and carrying business (hereinafter called **the supplier**+and which term or expression shall mean and include the said and its/their/its heirs executors administrator and permitted assign/successors in business or permitted assigns) of the **SECOND PART**.

AND

M/s
...business under the time, style and firm of a company duly registered and carrying business (hereinafter called **the Local Agent**+and which term or expression shall mean and include the said and its/their/its heirs executors administrator and permitted assign/successors in business or permitted assigns) of the **THIRD PART**.

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

NOW IT IS HEREBY AGREED AS FOLLOWS:

- 1. The following documents: .
 - (a) Conditions of Contract marked . Annex 1
 - (b) Bid Documents marked . Annex 2
 - (c) Copy of Indent marked . Annex 3

Witnesses

Signature

Name, Address and ID No./Passport No.

1. õ õ õ õ õ õ õ õ õ õ õ .

õ õ õ õ õ õ õ õ õ õ õ õ õ õ õ ..

2. õ õ õ õ õ õ õ õ õ õ õ .

õ õ õ õ õ õ õ õ õ õ õ õ õ õ õ

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

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

õ õ õ õ õ õ õ õ õ õ õ õ õ õ õ .
Director

Witnesses

Signature

Name, Address and ID No./Passport No.

1. õ õ õ õ õ õ õ õ õ õ õ .

õ õ õ õ õ õ õ õ õ õ õ õ õ õ õ ..

2. õ õ õ õ õ õ õ õ õ õ õ .

õ õ õ õ õ õ õ õ õ õ õ õ õ õ õ

CONDITIONS OF CONTRACT

3. **FREE REPLACEMENT /REIMBURSEMENT**

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

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

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

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

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

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

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

20. **FORCE MAJEURE**

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

21. **NOTICE**

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

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

hereto
.)
.)
.)

Authorized signatory

Authorized signatory

Witnesses

Signature

Name, Address and ID No

1.....

.....

2.....

.....

CP/ns



Note No: EA/419/2023
Ref: EA/GEN/560/Vol.XV

The Ministry of Foreign Affairs of the Democratic Socialist Republic of Sri Lanka presents its compliments to all Diplomatic Missions and Honorary Consulates in Sri Lanka and has the honor to inform that the State Pharmaceuticals Corporation of Sri Lanka has invited bids to Supply Surgical items.

Copies of 10 Procurement Notices and a Newspaper Advertisement are enclosed.

The Ministry of Foreign Affairs of the Democratic Socialist Republic of Sri Lanka avails itself of this opportunity to renew to all Diplomatic Missions and Honorary Consulates in Sri Lanka the assurances of its highest consideration.

29 August 2023, Colombo



විදේශ මාලිගාමය
ශ්‍රී ලංකා ප්‍රජාතාන්ත්‍රික
සමාජවාදී ජනරජය
Foreign Ministry
Democratic Socialist Republic
of Sri Lanka.

All Diplomatic Missions and Honorary Consulates in Colombo

- CC: 1. General Manager / State Pharmaceuticals Corporation of Sri Lanka
2. Mr. Mr. M.R.M Rifkhan – Manager/Imports
(Surgical & Lab) State Pharmaceuticals Corporation of Sri Lanka



PROCUREMENT NOTICE - GLOBAL

STATE PHARMACEUTICALS CORPORATION OF SRI LANKA

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

Bid Number	Closing Date & Time	Item Description	Date of issuing of Bid Documents	Non-refundable Bid Fee (LKR)
DHS/SUS/WW/112/24	09.10.2023 at 09.00 am	Guide Wire Extra Stiff, Intra Cranial Support Catheter, Visceral Catheter, Catheter Introducer Set, Embolization Coil, Transluminal Angioplasty Balloon, Covered Stent, TIPS Endoprosthesis (Liver Stent), Inferior Vena Cava Filter and Nephrostomy Drainage Set	29.08.2023	20,000/- + taxes
DHS/SUS/WW/113/24	09.10.2023 at 09.00 am	Coronary Guidewire, various types	29.08.2023	12,500/- + taxes
DHS/SUS/WW/114/24	09.10.2023 at 09.00 am	Guidewire, J Tip & Straight Tip	29.08.2023	3,000/- + taxes
DHS/SUS/WW/115/24	09.10.2023 at 09.00 am	Instrument Set for Flexible Nailing System, Instrument Set for Humeral Intramedullary Nailing System and Instrument set for Telescopic Nailing System	29.08.2023	35,000/- + taxes
DHS/SUS/WW/116/24	09.10.2023 at 09.00 am	LCP 4.5/5.0mm Instrument Set for Large Fragments, LCP/DCP 3.5mm Instrument Set for small Fragment and Instrument Set for dynamic hip screw	29.08.2023	35,000/- + taxes
DHS/SUS/WW/117/24	11.10.2023 at 09.00 am	Carbon Fiber Base Plate for Head, Neck & Shoulder Fixation, X-Ray Protective Skirt & West (small, Medium & Large), X-Ray Protective Lead Goggles, Radiation Protective Hat, X-Ray Protective Table Aprons, Personal Alarm Dosimeter, Thyroid Collar and X-Ray Protective Thyroid Shield Collar	29.08.2023	20,000/- + taxes
DHS/SUS/WW/118/24	11.10.2023 at 09.00 am	Electron Block Form Cutter, Styroform Blocks, Carbon Fiber Overlay Adapter, Prone Head Rest, Supine Head Rest, Breastboard for IMRT breast radiation treatment, Extended Wing Board, Hip & Pelvis Base Plate, Knee Support Cushion, Feet Support Cushion, Vacuum Locking Cushion, Standard Supine Base plate, Shoulder Retractor, Headrest Silverman type, Patient Support Cushion, Electric water Bath and Lok Bar	29.08.2023	12,500/- + taxes
DHS/SUS/WW/119/24	11.10.2023 at 09.00 am	Coronary Guiding Catheter (various types)	29.08.2023	12,500/- + taxes

DHS/S/WW/89/24	10.10.2023 at 09.00 am	Orthopaedic Consumable Items	29.08.2023	3,000/- + taxes
DHS/S/WW/90/24	13.10.2023 at 09.00 am	Orthopaedic Consumable Items	29.08.2023	35,000/- + taxes

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

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

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

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

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

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

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

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

