TÜRKİYE ODALAR VE BORSALAR BİRLİĞİ

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

Sayı : E-34221550-720-4932 **Tarih**: 20.05.2024
Konu : Sri Lanka / İhale Duyuruları

TÜM ODA VE BORSALARA
(Genel Sekreterlik)

İlgi : Ticaret Bakanlığı'nın 10.05.2024 tarihli ve E-68460249-724.01.01-00096626587 sayılı yazısı

İlgide kayıtlı yazıda, Sri Lanka Dışişleri Bakanlığı'ndan muhtelif ihale duyuruları iletildiği ifade edilmektedir.

Bilgilerinizi ve söz konusu ihalelerin ilgili üyelerinize e-posta ile duyurulmasını rica ederim.

Saygılarımla,

e-imza
Ali Emre YURDAKUL
Genel Sekreter Yardımcısı

EK:
1- Sri Lanka_İhale Duyuruları_Ek_Farmasötik Ürünlere ilişkin İhale İlanı (14 sayfa)
2- Sri Lanka_İhale Duyuruları_Ek_Sri Lanka Büyükelçiliği Nota (1 sayfa)
3- Sri Lanka_İhale Duyuruları_Ek_Sri Lanka Dışişleri Bakanlığı Nota - 1 (1 sayfa)
4- Sri Lanka_İhale Duyuruları_Ek_Sri Lanka Dışişleri Bakanlığı Nota - 2 (1 sayfa)
5- Sri Lanka_İhale Duyuruları_Ek_Tankların İç Yüzey Tavanlarının Tasarım, İmalat, Temini ve Montajına ilişkin İhale Çağrısı (3 sayfa)
6- SriLanka_İhaleDuyuruları_Ticaret Bakanlığı (1 sayfa)
7- Sri Lanka_İhale Duyuruları_Ek_Seylan Petrol Depolama Terminalleri Karbon Çelik Sürgülü Vana Temini (2 sayfa)
8- Sri Lanka_İhale Duyuruları_Ek_Çeşitli Tıbbi Malzemelere ilişkin İhale Çağrısı (15 sayfa)

Bu belge, 5070 Sayılı Elektronik İmza Kanununa göre Güvenli Elektronik İmza ile İmzalanmıştır.
Evrak sorgulaması https://odaborsaebys.tobb.org.tr:443/tso-sanliurfa-envision/Validate_Doc.aspx?eD=BSMCB8T60&eS=3569 adresinden yapılabilir.

ANNEX – 1

BID NO. : DHS/M/S/WW/04/24
DATE OF ISSUE : 02ND April 2024
CLOSING DATE & TIME : 14th May 2024 AT 11.00 HOURS SRI LANKA TIME

ORDER LIST NUMBER: 2024/SPC/N/R/S/00315

ITEM NO	SR NO	ITEM	QTY Nos.	DELIVERY
1	14300503	Hollow Fibre Dialyzer, Polysulphone/Polyethersulphone/Polynephrone, low flux to medium flux, DEPH and BPA free, surface area 1.6m^2 -1.8m^2 sterilized by ETO free gamma radiation. Packing: 1 Nos.	300,000	150,000- Immediately 150,000-03 months from 1st lot

Bid Bond value Rs. 7,819,860.00 or USD 25,619.00

Valid up to 09.12.2024 has to be submitted with the bid.

The Bid should be valid till 09.11.2024

Non – refundable Bid fee – Rs. 60,000.00 + taxes

Fifteen (15) No's of Representative samples for the item to be submitted for the evaluation as tender samples.

N.B.
If Local Agent Commission to be paid the percentage should be clearly indicate in annex 11B.

CONDITIONS FOR SUPPLY OF SURGICAL ITEMS

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

1. The consignments supplied in respect of an order concerned, shall exactly match with the reference sample submitted and the product information (item descriptions, shelf life/warranty where applicable, 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, pharma items. Hence all suppliers shall produce relevant valid registration certificates/licenses, when requested by MSD/SPC.

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

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

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

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

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

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

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 it's 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/in case of local supplier) of the product, shall be 85% of the product shelf life specified in Order/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 and 24 months for Pharma/Laboratory items. The Difference of the residual and requested product shelf life shall not exceed 1/6th of the original product shelf life.

(b) In the violation of the above tender condition, SPC/MSD reserves the right to accept a reduced quantity, that is usable (as per the consumption rate) up to three months before the expiry of same and will subject to application of a penalty

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Standards & Quality

9. Standards; In respect of all Pharmacopoeial product supplied, shall comply Pharmacopoeial Standards that are indicated in the item specifications or other Pharmacopeial 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 instruction pamphlet. 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:

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

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

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

12. The storage conditions and the packing requirements of the product shall conform to the information given by the manufacturer and accepted by NMRA for the product registration or shall conform to the information submitted for waiver of registration granted by NMRA in exceptional circumstances.

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.09).

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.

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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, shall bear the item Description, SR No, Batch No/Lot no., Reference/Catalogue No.(not for pharmaceuticals), Date of Manufacture, Date of Expiry and "STATE LOGO" of Government of Sri Lanka. Product Information Leaflet to be included with each pack.

It is essential to include and exactly match the dates of Expiry & date of Manufacture (in any form as "Year & Month" or "No Exp."), in the innermost pack and supplier's invoice. (Applicability of the innermost pack mentioned in this clause shall be adapted as per the pack specified in the specification)

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, and on the outer cover of the carton/box.
The formal of the Date of Manufacture (DOM)/ Date of Expiry(DOE) should be declared in the offer and 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, temperature should be on or below 30^0C and 75% +/-5% relative humidity. The product storage conditions shall be clearly indicated at all levels 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.

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

Delivery Requirements

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

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

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

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

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

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

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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' amended; delivery schedule); in the ensuing period inclusive of the grace period for delivery from due delivery date, extra expenditure incurred on such local purchases, over the landed cost of relevant SPC main order, shall be recovered from the supplier.

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

29. In respect of local manufacturers/ local suppliers, all deliveries shall be made only on week days excluding public holidays, also allowing adequate time to enable the completion of the receiving process at MSD stores before 3.30 p.m. In the event of failure to meet this deadline due to 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 condition 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 regular category of laboratory items, 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.

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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, WDN; Wharf Delivery Note*

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

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

Special Conditions

- Suppliers should submit all shipping documents including the Bill of lading or Air Way Bill to SPC at least 2-3 days prior to arrival of the consignments to prevent any delay in clearance.
- In the event of an award made to you on this tender, SPC reserve the right to cancel/suspend the procuring of said order in any stage, if you would be placed the defaulted supplier's list due to quality failure found in your previous supplies made to SPC or non compliance of contractual agreement.
- Where a purchase for a particular item is being made for the first time from a supplier, or where there are previous quality failures on goods supplied by a Particular supplier payments will only be made upon testing the quality and standards of the goods and comparing the bulk supply with the samples provided along with the offer.
- In the event of delivery of consignments deviating from given delivery schedule by MSD due to default of supplier and same is rejected due lack of storage space available at MSD warehouses, any resulting demurrage charges incurred shall be borne by the suppliers concerned.
- All Shipment should be made exclusively on vessels belonging to the Ceylon Shipping Corporation or those chartered by CSC. Shipments on other vessels will be permitted in instances where vessels of the Ceylon Shipping Corporation do not call at the Port of Shipment or if they are not available for timely shipment of cargo. In which event the supplier should attach a waiver certificate issued by Ceylon Shipping Corporation on their Authorized Agent in the supplier's country.

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Amendments of Bidding Document for Procurement of Surgical/Lab items

(1) **Clause 8**

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

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

(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)

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(5) Annex – 1 to be amend as follows.

SPECIMEN OF ANNEX – 1

ANNEX – 1

BID NO/ BID REFERENCE :
(TENDER NO)

DATE OF ISSUE :

CLOSING DATE & TIME :
(SRI LANKAN TIME)

ORDER LIST NO :

SR No	Item Description/ Specifications	Quantity	Delivery Schedule

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

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

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

MSD CONDITIONS OF SUPPLY

1.
2.

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

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Annex VI

SPECIMEN OF CONTRACT FORM (IB)

STATE PHARMACEUTICALS CORPORATION OF SRI LANKA

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

DEMOCRATIC SOCIALISTREPUBLIC OF SRI LANKA
AGREEMENT

SPC Ref. No Date :
Bid Ref.

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

AND

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

AND

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

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

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. The following documents:

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

(hereinafter called "the Contract Documents") showing and describing the nature and scope of the

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Evrak sorgulaması https://odaborsaebys.tobb.org.tr:443/tso-sanliurfa-envision/Validate_Doc.aspx?eD=BSMCB8T60&eS=3569 adresinden yapılabilir.

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

Bu belge, 5070 sayılı Elektronik İmza Kanununa göre Güvenli Elektronik İmza ile imzalanmıştır.
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Signature	Name, Address and ID No./Passport No.
1. …….	……..
2. …….	……

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

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

…….
Director

Witnesses

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

CONDITIONS OF CONTRACT

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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 it's fitness for use will be determined by and expert Committee appointed by the relevant authority.

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

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

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

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

20. **FORCE MAJEURE**

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

21 . **NOTICE**

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

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

hereto……)
……)
……)
……)

Chairman

Managing Director

Witnesses

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

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Note No: EA/189/2024
Ref: EA/GEN/560/WWT

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 refer to the former's Note Verbale No. EA/127/2024 dated 12th March 2024 informing that the Ceylon Petroleum Storage Terminals Limited of Sri Lanka has invited bids to the following procurement.

- Design, Manufacture, Supply, Installation, Testing and Commissioning of Internal Floating Roofs for Tank No. 09 and 10 at Muthurajawela Terminal
  Tender Ref No: KPR/23/2024

The Ceylon Petroleum Storage Terminals Limited of Sri Lanka has forwarded a Notice "Addendum 01" and the bidding details/Addendum 01 to the bidding documents are available on the CPSTL website (www.cpstl.lk)

The Ministry of Foreign Affairs would highly appreciate if the attached Notice could be shared with the interested parties in the respective countries.

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.

08 April 2024, Colombo

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Foreign Ministry
Democratic Socialist Republic
of Sri Lanka.

All Diplomatic Missions and Honorary Consulates in Colombo

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Evrak sorgulaması https://odaborsaebys.tobb.org.tr:443/tso-sanliurfa-envision/Validate_Doc.aspx?eD=BSMCB8T60&eS=3569 adresinden yapılabilir.

Note No: EA/191/2024
Ref: EA/GEN/560/WWT

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 Ceylon Petroleum Storage Terminals Limited of Sri Lanka has invited bids to the following procurement.

- Supply of Carbon Steel Gate Valves in Different Sizes
  Tender Ref No: KPR/26/2024

The Ministry of Foreign Affairs would highly appreciate if the attached Notice of Invitation for Bids could be shared with the interested parties in the respective countries enabling them to submit the bids **on 21st May 2024.**

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.

08 April 2024, Colombo

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Foreign Ministry
Democratic Socialist Republic
of Sri Lanka.

All Diplomatic Missions and Honorary Consulates in Colombo

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Note No: EA/195/2024
Ref: EA/GEN/560/WWT

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 (BID Nos: DHS/M/S/WW/04/24 & DHS/M/S/WW/05/24).

The Ministry of Foreign Affairs would highly appreciate if the attached two Bid Documents could be shared with the interested parties in the respective countries enabling them to submit the bids **on or before 14.05.2024.**

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.

09 April 2024, Colombo

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Foreign Ministry
Democratic Socialist Republic
of Sri Lanka.

All Diplomatic Missions and Honorary Consulates in Colombo

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ADDENDUM NOTICE

CEYLON PETROLEUM STORAGE TERMINALS LIMITED

DESIGN, MANUFACTURE, SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF INTERNAL FLOATING ROOFS FOR TANK NO. 09 AND 10 AT MUTHURAJAWELA TERMINAL - TENDER REF NO: KPR/23/2024

This refers to the Invitation for Bids published in Daily News on 11.03.2024 in respect of above procurement.

The General Public is hereby informed that the **Addendum 01** to the above bidding documents have been issued.

The bidding details/Addendum 01 to the bidding documents are available on the CPSTL website www.cpstl.lk

Clarifications (if any) shall be sought from the Manager Procurement on **Tel: +94-11-2572156/ +94-11-2547238, Fax: +94-11-2074299, Email: procure@cpstl.lk**.

The Chairman
Department Procurement Committee (Minor)
C/o Manager Procurement
Ceylon Petroleum Storage Terminals Limited
Procurement Function
01st Floor, New Building
Kolonnawa, Wellampitiya
Sri Lanka.

Bu belge, 5070 sayılı Elektronik İmza Kanununa göre Güvenli Elektronik İmza ile imzalanmıştır.
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Gelen Tarih Sayı: 20.05.2024 - 3569

ADDENDUM 01 - TO THE BIDDING DOCUMENT

CEYLON PETROLEUM STORAGE TERMINALS LIMITED

BIDDING DOCUMENT
INTERNATIONAL COMPETITIVE BIDDING (ICB)

DESIGN, MANUFACTURE, SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF INTERNAL FLOATING ROOFS FOR TANK NO. 09 AND 10 AT MUTHURAJAWELA TERMINAL

TENDER REF NO: KPR/23/2024

ADDENDUM 01

INSTRUCTIONS TO BIDDERS, CONDITIONS OF CONTRACT AND SCOPE OF SUPPLY & SERVICES

The Chairman
Department Procurement Committee (Minor)
C/o Manager Procurement
Ceylon Petroleum Storage Terminals Limited
Procurement Function
01st Floor, New Building
Kolonnawa, Wellampitiya
Sri Lanka

TEL : +94-11-2572156/ +94-11-2547238
FAX : +94-11-2074299
E-Mail : procure@cpstl.lk

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ADDENDUMS TO THE CONDITIONS OF CONTRACT – SECTION 02

Item No.	Conditions of Contract (COC) Clause No.	Revision
01	**INSPECTION & TESTING** Clause 2.3/ Page No. 26	The IFR shall be tested as per API 650 12th edition by the manufacturer and witnessed by the reputed Independent Third Party Inspection Company approved by CPSTL together with two (02) CPSTL engineers at the manufacturer's fabrication shop. All test certificates shall be provided during pre-shipment inspection. Material Test certificates shall be in accordance with EN 10204 **type 3.1.**

ADDENDUMS TO THE SCOPE OF SUPPLY AND TECHNICAL SPECIFICATIONS – SECTION 03

Item No.	Scope of Supply and Technical Specifications Clause No.	Revision
01	**SCOPE OF SUPPLY BY THE SUPPLIER** Clause 3.3.5/ Page No. 40	Third party inspection of material test certificates, shop fabrication and testing of each internal floating roof by a reputed third-party inspection company approved by CPSTL, witnessed by two CPSTL engineers at the manufacturer's shops and submission of third party inspection report to CPSTL. *Material Test certificates shall be in accordance with EN 10204* ***type 3.1.***

Bu belge, 5070 sayılı Elektronik İmza Kanununa göre Güvenli Elektronik İmza ile imzalanmıştır.
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T.C. TİCARET BAKANLIĞI İHRACAT GENEL MÜDÜRLÜĞÜ
Tarih: 09/05/2024
Sayı: E-68460249-724.01.01-00096626587

Gelen Tarih Sayı: 20.05.2024 - 3569

T.C.
TİCARET BAKANLIĞI
İhracat Genel Müdürlüğü

Sayı : E-68460249-724.01.01-00096626587
Konu : Sri Lanka/ İhale Duyuruları

DAĞITIM YERLERİNE

Dışişleri Bakanlığından alınan bir yazı ile Sri Lanka Dışişleri Bakanlığından muhtelif ihale duyuruları Bakanlığımıza iletilmiş olup, ekte paylaşılmaktadır.

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

Bilgilerini ve gereğini rica ederim.

Koray Ali KONCA
Bakan a.
Daire Başkan V.

Ek: İhale Duyuruları

Dağıtım:
Türkiye İhracatçılar Meclisi Genel Sekreterliğine
Türkiye Odalar ve Borsalar Birliği Genel Sekreterliğine

Bu belge güvenli elektronik imza ile imzalanmıştır.

Belge Doğrulama Kodu: 39E6E9DC-738D-461B-8896-A6F02C0CEF21 https://www.turkiye.gov.tr/ticaret-bakanligi-ebys

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

Ayrıntılı bilgi için:
Sariye KATAR
Tekniker
Telefon No: 3122048618

Bu belge, 5070 sayılı Elektronik İmza Kanununa göre Güvenli Elektronik İmza ile imzalanmıştır.
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Gelen Tarih Sayı: 20.05.2024 - 3569

INVITATION FOR BIDS (IFB)

CEYLON PETROLEUM STORAGE TERMINALS LIMITED

SUPPLY OF CARBON STEEL GATE VALVES IN DIFFERENT SIZES

TENDER REF NO: KPR/26/2024

The Chairman, Department Procurement Committee (Minor) on behalf of the Ceylon Petroleum Storage Terminals Limited (CPSTL), Kolonnawa, Wellampitiya, Sri Lanka hereby invites sealed bids from the Internationally reputed Manufacturers or their Accredited Export Agents abroad or Accredited Local Agents in Sri Lanka for the **Supply of Carbon Steel Gate Valves in Different Sizes.**

Country of origin and manufacture of the valves shall be Europe, Japan, Canada, South Korea or USA.

Bidding will be conducted through **International Competitive Bidding procedure** *(Eligible local bidders may also submit their bids as appropriate).*

Interested parties may refer the bidding document ***(only for viewing purpose)*** and obtain necessary information through the websites www.cpstl.lk or www.dgmarket.com and the original bidding documents in English language (full set) could be obtained from the undersigned or via email on submission of a written request ***(the request letter shall be on the company letter head and signed by an authorized person)*** during working days between **0900 hrs. and 1400 hrs. Sri Lanka local time (GMT+5:30) up to Monday, 20th May 2024,** upon payment of a non-refundable bidding document fee of **Sri Lankan Rupees Seven thousand (LKR 7,000.00) or United States Dollars Twenty five (USD 25.00)**, per document. In case of USD transfer, proof of remittance of the money transfer shall be submitted to the CPSTL on or before **Monday, 20th May 2024**.

Bidders are requested to inspect the bidding document prior to purchase and once it is purchased, bidding document fee is not refundable for any reason whatsoever

A **Pre bid meeting** will be held with the prospective parties or their authorized representative/s to clarify any matters relating to the document at **1000 hrs. Sri Lanka local time (GMT+5:30) on Tuesday, 30th April 2024** via video conferencing method. Interested parties shall send their request to participate the Pre-bid meeting to email procure@cpstl.lk at or before **1600 hrs. Sri Lanka local time (GMT+5:30) on Monday, 29th April 2024**, in order to send the link to the meeting.

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Bids shall be submitted on the bidding document issued by the Procurement Function-CPSTL and the original of the duly filled bids may be sent by post/courier under registered cover or sealed cover **to reach** the Chairman, Department Procurement Committee (Minor), C/o Manager Procurement, Ceylon Petroleum Storage Terminals Limited, Procurement Function, 01st Floor, New Building, Oil Installation, Kolonnawa, Wellampitiya, Sri Lanka or could be deposited in the tender box kept at the main entrance of CPSTL, on or before **1400 hrs. Sri Lanka local time (GMT+5:30) on Tuesday, 21st May 2024.** Late bids will be rejected.

In case, the bidders are unable to submit the original bids as above, they could submit the scanned copy of the duly filled bids in **PDF format** via email to tenders@cpstl.lk **to reach** on or before **1400 hrs. Sri Lanka local time (GMT+5:30) on Tuesday, 21st May 2024,** at their own discretion. The original bid document shall be securely kept to be submitted to the Manager Procurement when requested, however their original bids will be obtained only for the filing purpose, not for verification against the e-bid.

Bids will be closed at 1400 hrs. Sri Lanka local time (GMT+5:30) on Tuesday, 21st May 2024 and will be opened immediately thereafter at the office of Manager (Procurement) in the presence of the authorized representatives of the bidders who chose to attend. Only one authorized member of respective bidder is allowed to participate /witness the tender opening procedure.

Bids shall be valid up to 06.08.2024, from the date of opening of the bid.

Bids shall be accompanied by a **bid security of Sri Lankan Rupees Two hundred and Fifty thousand (LKR 250,000.00) or United States Dollars Eight hundred and fifty (USD 850.00), which shall be valid until 03.09.2024,** from the date of opening of the bid.

Bidders shall register themselves at the Department of Registrar of Companies www.drc.gov.lk (e-ROC) in accordance with the Public Contracts Act. No 3 of 1987.

Clarifications (if any) shall be sought from the Manager Procurement on **Tel: +94-11-2572156/ +94-11-2547238, Fax: +94-11-2074299, Email:** procure@cpstl.lk**.**

The Chairman
Department Procurement Committee (Minor)
C/o Manager Procurement
Ceylon Petroleum Storage Terminals Limited
Procurement Function
01st Floor, New Building
Kolonnawa, Wellampitiya
Sri Lanka.

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ANNEX – 1

BID NO. : DHS/M/S/WW/05/24
DATE OF ISSUE : 02ND April 2024
CLOSING DATE & TIME : 14th May 2024 AT 11.00 HOURS SRI LANKA TIME

ORDER LIST NUMBER: 2024/SPC/N/R/S/00176

ITEM NO	SR NO	ITEM	QTY Nos.	DELIVERY
1	14800401	Surgical Face Mask disposable tie-on type 1. Latex Free 2. Hypoallergenic 3. Fibreglass free 4. Fluid Resistant 5. Aluminium nose piece 6. Three ply construction 7. 3 pleats of folds 8. >99% Bacterial Filtration Efficiency (BFE) at 5 micron capacity 9. >95% Bacterial Filtration Efficiency (BFE) at 3 micron capacity 10. Polypropylene for inner and outer facings of mask. 11. Total length : approximately 175mm 12. Width : approximately 90mm 13. Tie – on type 14. Colour – preferably one side coloured eg : blue. 15. Usage – single use (disposable) 16. Expiry – more than three years Note : (A sample should be submitted with the quotation) Packing : 1 Nos	39,000,000	06/2024 – 5,500,000 09/2024 – 5,500,000 11/2024 – 5,500,000 01/2025 – 5,500,000 04/2025 – 5,500,000 07/2025 – 6,000,000 10/2025 – 5,500,000

Bid Bond value Rs. 5,452,200.00 or USD 17,862.00

Valid up to 09.12.2024 has to be submitted with the bid.

The Bid should be valid till 09.11.2024

Non – refundable Bid fee – Rs. 60,000.00 + taxes

Two Hundred (200) No's of representative tender samples and Sample Catalogue/Literature should be submitted for bid evaluation.

N.B.
If Local Agent Commission to be paid the percentage should be clearly indicate in annex 11B.

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

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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 import license / manufacture licensing at NMRA, is a pre-requisite for the supply of pharmaceutical items. Hence all suppliers shall produce relevant valid registration certificates/licenses, when requested by MSD/SPC.

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

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

5. The specifications of the product offered by the suppliers in the tender, shall match with the tender specifications for the item and any form of alternate offers will not be entertained, unless otherwise mentioned in this document.

Shelf life & Warrantees

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

(a) When the shelf life is not specified in the indent/PO/item spec; the requested shelf life shall be considered as, 36 months for surgical items. (Shelf life of not applicable for surgical non-consumables) and 24 months for Pharma/Laboratory items. The Difference of the residual and requested product shelf life shall not exceed $1/6^{th}$ (one sixth) of the original product shelf life.
(b) In the violation of the above tender condition, Director/MSD reserves the right to accept a reduced quantity, that is usable (as per the actual consumption rate) up to three months before the expiry of same and will subject to application of a penalty (as clause No. 33)

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Standards & Quality

7. Standards; In addition to Pharmacopoeial Standards that are indicated in the item specifications, other Pharmacopoeial Standards that are registered at National Medicines Regulatory Authority in Sri Lanka are also acceptable when no bidders have quoted for the standard specified in the specification.

8. 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.

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

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

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

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

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

11. The storage conditions and the packing requirements of the product shall conform to the information given by the manufacturer and accepted by NMRA for the product registration or shall conform to the information submitted for waiver of registration granted by NMRA in exceptional circumstances.

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

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

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

13. Consignments supplied to MSD violating the storage conditions indicated on product labels and/or product information leaflet (as accepted for product registration at NMRA), shall be considered as quality affected consignments and quality assurance of such consignments shall be carried out by post-delivery testing at government / semi government laboratory in Sri Lanka or at an accredited laboratory (foreign/local). All the expenses on such an event, including storage cost shall be borne by the supplier. If found to be quality affected the consignment will be treated as quality failed (as clause No.10).

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Pack size, Labeling & Packaging

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

15. Each; innermost pack, shall bear the item Description, SR No, Batch No/Lot no., Product Reference/Catalogue No. (not for pharmaceuticals), Date of Manufacture, Date of Expiry and "STATE LOGO" of Government of Sri Lanka. Product Information Leaflet to be included with each pack.

It is essential to include and exactly match the dates of Expiry & date of Manufacture (in any form as "Year & Month" or "No Exp."), in the innermost pack and supplier's invoice.
(Applicability of the innermost pack mentioned in this clause shall be adapted as per the pack specified in the specification)

16. 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.

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

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

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

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

Storage Conditions & Temperature

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

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Delivery Requirements

21. 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. 23 on delayed deliveries, shall be applied.

22. 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.

23. 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 60days purchase order will be considered as automatically cancelled, on defaulted performance. In such a situation, MSD reserve the right to recover liquidated damages or to revoke the cancellation (eg. if payments have been released prior to such a cancellation), and accept the consignment subject to a 25% administrative charge.

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

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

25. 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. 23 (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.

26. 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. 23 (regarding defaulted consignments) and any other direct or indirect additional costs/liquidated damages, relating/consequent to extension of L/C.

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27. 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. 23, 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

28. 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.

29. One of the tender samples of the selected bid shall be forwarded to MSD, for using as a reference sample (can make it; a part of the last consignment or a returnable to supplier) for checking the conformity of the consignments received under the indent/PO.

The product artwork or dimensional detail programs, 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.

30 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.

31. 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. 23 will not be applicable.

Common conditions

32. 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.

33. 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.

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

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

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

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Special Conditions

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

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

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

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

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

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Amendments of Bidding Document for Procurement of Surgical/Lab items

(1) **Clause 8**

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

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

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

(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)

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(5) Annex – 1 to be amend as follows.

SPECIMEN OF ANNEX – 1

ANNEX – 1

BID NO/ BID REFERENCE :
(TENDER NO)

DATE OF ISSUE :

CLOSING DATE & TIME :
(SRI LANKAN TIME)

ORDER LIST NO :

SR No	Item Description/ Specifications	Quantity	Delivery Schedule

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

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

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

MSD CONDITIONS OF SUPPLY

1.
2.

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

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Annex VI

SPECIMEN OF CONTRACT FORM (IB)

STATE PHARMACEUTICALS CORPORATION OF SRI LANKA

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

DEMOCRATIC SOCIALISTREPUBLIC OF SRI LANKA
AGREEMENT

SPC Ref. No Date :
Bid Ref.

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

AND

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

AND

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

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

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. The following documents:

   (a) Conditions of Contract marked – Annex 1
   (b) Bid Documents marked – Annex 2

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(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

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Witnesses

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

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

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

…….
Director

Witnesses

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

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CONDITIONS OF CONTRACT

3.FREE REPLACEMENT /REIMBURSEMENT

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

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

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

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

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

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

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

20. FORCE MAJEURE

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

21 . NOTICE

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

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

hereto……)
……)
……)
……)

Chairman

Managing Director

Witnesses

Signature Name, Address and ID No

1…….. **……**

2…… **……**

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