TÜRKİYE ODALAR VE BORSALAR BİRLİĞİ

BSLKNZKJ8U

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

Sayı : E-34221550-720-6326 **Tarih**: 26.06.2024
Konu : Sri Lanka Devlet İlaç Kurumu Tarafından Yayımlanan İhale Duyurusu

TÜM ODA VE BORSALARA
(Genel Sekreterlik)

İlgi : Sri Lanka Ankara Büyükelçiliği'nin 25.06.2024 tarihli e-postası

İlgide kayıtlı e-postada, Sri Lanka Devlet İlaç Kurumu'nun malzeme tedarikine ilişkin yayımladığı, bir örneği ekli ihale duyurusu iletilmekte ve söz konusu ihalenin kapanış tarihinin 29 Temmuz 2024 olduğu bildirilmektedir.

Bilgilerinizi ve söz konusu ihalenin ilgili üyelerinize duyurulmasını rica ederim.

Saygılarımla,

e-imza
Ali Emre YURDAKUL
Genel Sekreter Yardımcısı

EK: İhale Evrakı (29 sayfa)

Bu belge, 5070 Sayılı Elektronik İmza Kanununa göre Güvenli Elektronik İmza ile İmzalanmıştır.
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From: KUBİLAY ŞİMŞEK
Sent: Tue, 25 Jun 2024 08:52:08 +0000
To: ebys
Subject: FW: PROCUREMENT NOTICE - STATE PHARMACEUTICALS CORPORATION OF SRI LANKA
Attachments: DHS L WW 92 24.pdf, DHS L WW 93 24.pdf, DHS L WW 94 24.pdf

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From: INFO <info@tobb.org.tr>
Sent: Tuesday, June 25, 2024 11:38 AM
To: KUBİLAY ŞİMŞEK <kubilay.simsek@tobb.org.tr>
Subject: İlt: PROCUREMENT NOTICE - STATE PHARMACEUTICALS CORPORATION OF SRI LANKA

Gönderen: prot@srilanka.org.tr <prot@srilanka.org.tr>
Gönderildi: 25 Haziran 2024 Salı 10:07
Kime: INFO
Konu: PROCUREMENT NOTICE - STATE PHARMACEUTICALS CORPORATION OF SRI LANKA

KONU: İHALE İLANI - SRİ LANKA DEVLET İLAÇ KURUMU

Sayın Beyefendi/Hanımefendi,

Sri Lanka Büyükelçiliği, bu belge ile birlikte Sri Lanka Devlet İlaç Kurumu tarafından yayınlanan ihale ilanının bir kopyasını da göndermek istemektedir. Bu nedenle Sri Lanka, uluslararası üne sahip üreticilerden, yurtdışındaki Akredite İhracat Acentelerinden veya Sri Lanka'daki Akredite Yerel Acentelerinden kapalı teklifleri davet etmektedir.

Büyükelçilik Türk şirketlerinin katılımını desteklemektedir.

Ekte daha fazla bilgiye ulaşabilirsiniz.

Teşekkürler

Saygılarımla

SUBJECT: PROCUREMENT NOTICE - STATE PHARMACEUTICALS CORPORATION OF SRI LANKA

Dear Sir/Madam,

The Embassy of Sri Lanka would like to send the copy of the tender notice published by State Pharmaceuticals Corporation of Sri Lanka along with this document. Therefore, Sri Lanka invites

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sealed bids from internationally renowned manufacturers, their Accredited Export Agents abroad or their Accredited Local Agents in Sri Lanka.

The Embassy supports the participation of Turkish companies.

There is more information in the appendix.

Thanks

Sincerely

Embassy of Sri Lanka
Gaziosmanpaşa, Kırlangıç Sokak No. 41,
Çankaya/ Ankara
Tel: +90 312 427 10 21

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PROCUREMENT NOTICE - GLOBAL

STATE PHARMACEUTICALS CORPORATION OF SRI LANKA

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

Bid Number	Closing Date & Time	Item Description	Date of issuing of Bid Documents	Non-refundable Bid Fee (LKR)
DHS/L/WW/94/24	29.07.2024 @ 09.00 A.M.	Laboratory Consumables	18.06.2024	3,000 + 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 -PROCUREMENT COMMITTEE
STATE PHARMACEUTICALS CORPORATION OF SRI LANKA
"MEHEWARA PIYASA", 16TH FLOOR, NO. 41, KIRULA ROAD,
COLOMBO 5.
SRI LANKA.

TELEPHONE : 00 94-11- 2335008
FAX : 00 94-11- 2582495
E-MAIL : mgrsurgical@spc.lk

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

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ANNEX-1

BID NO. : DHS/L/WW/94/24
DATE OF ISSUE : 29th July 2024
CLOSING DATE & TIME : 16th June 2024 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.

3. However at the bid opening only the item numbers will be read out. Therefore price quoted should be shown against each item number.

4. **Foreign offers should be on C & F (CPT/CFR) Colombo basis. FOB offers are not acceptable. If offers are received on Import & Supply basis from local suppliers, those offers should be in LKR. All local suppliers/manufacturers should quote in LKR for the total delivery price to MSD stores.**

5. **Fax/E-mail offers directly sent to State Pharmaceuticals Corporation are not acceptable. Tenderers are requested to draw their attention to the clause "Submission of Bids" of the bid document in this regard.**

6. 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.

7. 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

8. The volume of the total quantity of each item should be given in cubic meters (m^3)

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

10. The original payment receipt should be annexed to the offer. Offers without same are liable rejected.

11. We reserve the right to reject offers which do not comply above.

GENERAL CONDITIONS OF SUPPLY FOR SPC ORDERS –Applicable for Laboratory Items

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.

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Evrak sorgulama adresinden yapılabilir.

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 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/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.

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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.

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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 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.

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.

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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.

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.

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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.

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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) <u>Part B-Special Order Conditions (SOC) of Supply</u>

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.

All items to be delivered at Laboratory Stores, Ministry of Health

<u>Special Conditions</u>

- 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 himself (with the name and designation of the signatory) or by the representative. Representatives submit offers on behalf of their principals should submit a letter of authorization and power of attorney (if signing on behalf of the principals) and also should submit documentary proof on their registration as per the Act. No. 03 of 1987 with the Department of the Registrar of Companies – Sri Lanka.

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

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

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BID NO:DHS/L/WW/94/24 CLOSING ON : 29.07.2024 at 9.00 a.m.
ORDER LIST NUMBER: 2024/SPC/N/C/D/00035

Item No.	SR No.	Item Specification	Quantity	Delivery	Bid Bond Value (LKR)
1	40700101	Salmonella monovalent H-a antisera Packing : 2ml	60ml	100% Immediately	N/A
2	40700202	Salmonella monovalent H-b antisera Packing : 2ml	50ml	100% Immediately	N/A
3	40700401	Salmonella monovalent H-d antisera Packing : 2ml	60ml	100% Immediately	N/A
4	40700502	Salmonella monovalent H-i antisera Packing : 2ml	50ml	100% Immediately	N/A
6	40720301	Salmonella monovalent O factor 2 antisera Packing : 2ml	60ml	100% Immediately	N/A
7	40720501	Salmonella monovalent O factor 4 antisera Packing ; 2ml	60ml	100% Immediately	N/A
8	40720901	Salmonella monovalent O factor 9 antisera Packing : 2ml	60ml	100% Immediately	N/A
9	40728101	Salmonella polyvalent O (A-G) antisera Packing : 2ml	36ml	100% Immediately	N/A
10	40728301	Salmonella polyvalent O (A-S) antisera Packing : 2ml	76ml	100% Immediately	N/A
11	40731001	Salmonella monovalent Vi antisera Packing : 2ml	20ml	100% Immediately	N/A
12	40740302	Salmonella polyvalent H phase 1 & 2 antisera Packing : 2ml	60ml	100% Immediately	N/A
13	40750102	Shigella boydii polyvalent C antisera Packing : 2ml	40ml	100% Immediately	N/A
14	40750202	Shigella boydii polyvalent C1 antisera Packing : 2ml	18ml	100% Immediately	N/A
15	40750302	Shigella boydii polyvalent C2 antisera Packing : 2ml	18ml	100% Immediately	N/A
16	40750402	Shigella boydii polyvalent C3 antisera Packing : 2ml	18ml	100% Immediately	N/A
17	40755101	Shigella dysenteriae polyvalent A 1 – 7 antisera Packing : 2ml	30ml	100% Immediately	N/A
18	40755401	Shigella dysentriae polyvalent A1 (8-12) antisera Packing : 30ml	30ml	100% Immediately	N/A
19	40760102	Shigella flexneri polyvalent type 1-6 (X+Y) antisera Packing : 2ml	30ml	100% Immediately	N/A
20	40765302	Shigella sonnei polyvalent (phase 1&2) antisera) Packing : 2ml	40ml	100% Immediately	N/A

The offer should be valid till 180 days from closing of bid. (25.01.2025)

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Amendment to the Bid Document

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

Please refer Global Bid Document

D : Global Tender - Bid Document for Surgical Items DPC

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PROCUREMENT NOTICE - GLOBAL

STATE PHARMACEUTICALS CORPORATION OF SRI LANKA

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

Bid Number	Closing Date & Time	Item Description	Date of issuing of Bid Documents	Non-refundable Bid Fee (LKR)
DHS/L/WW/92/24	29.07.2024 @ 09.00 A.M.	40101102 Anti Xa assay 40102304 Fibrinogen Functional Assay (2ml/vial)	18.06.2024	3,000 + 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 -PROCUREMENT COMMITTEE
STATE PHARMACEUTICALS CORPORATION OF SRI LANKA
"MEHEWARA PIYASA", 16TH FLOOR, NO. 41, KIRULA ROAD,
COLOMBO 5.
SRI LANKA.

TELEPHONE : 00 94-11- 2335008
FAX : 00 94-11- 2582495
E-MAIL : mgrsurgical@spc.lk

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

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ANNEX-1

BID NO. : DHS/L/WW/92/24
DATE OF ISSUE : 18TH June 2024
CLOSING DATE & TIME : 29th July 2024 at 09.00 HOURS SRI LANKA TIME

Special Conditions for tendering :

1. Offers should be accompanied with the original of valid registration certificate or a copy certified by Attorney at law, issued by the National Medicine Regulatory Authority in Sri Lanka

2. Offered item should bear both our SR number and the Item number. However at the bid opening only the item numbers will be read out. Therefore price quoted should be shown against each item number.

3. If the shipment is being effected on FCL basis both FOB and Freight charges should be quoted separately against each item in addition to quoted C & F price.

4. The volume of the total quantity of each item should be given in cubic meters (m^3)
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.

5. **Fax/E-mail offers directly sent to State Pharmaceuticals Corporation are not acceptable. Tenderers are requested to draw their attention to the clause "Submission of Bids" of the bid document in this regard.**

6. 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.

7. The original payment receipt has to be annexed to the offer. Offers without same will be rejected.

8. We reserve the right to reject offers which do not comply above.

9. Bid Evaluation Summery sheet should be submitted with the Bid.

10. The offer should be valid up to 25.01.2025

CONDITIONS FOR SUPPLY OF LABORATORY 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, pharmaceuticals & relevant laboratory items. Hence all suppliers shall produce relevant valid registration certificates/licenses, when requested by MSD/SPC.

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

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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 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 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/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. 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.

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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 surcharged 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).

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 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.

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

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

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

Storage Conditions & Temperature

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

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. < 25^0c, 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.

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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.

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 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 stated otherwise in the relevant 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.

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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,/Ministry of Health-Sri Lanka*

(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.

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 provision 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.

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- The bid submitted should be duly signed and endorsed by the Bidder/Tenderer himself (with the name and designation of the signatory) or by the representative. Representative submit offers on behalf of their principals) should submit letter of authorization and power of attorney. If signing on behalf of 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/L/WW/92/24 CLOSING ON : 29.07.2024 at 9.00 a.m.
ORDER LIST NUMBER: 2024/SPC/N/C/D/00119

Item No.	SR No.	Item Specification	Quantity vials	Delivery	Bid Bond Value (LKR)
1	40101102	Anti Xa assay Packing : 1 kit	03 kits	100% Immediately	Not applicable
2	40102304	Fibrinogen Functional Assay (2ml/vial) Packing : 1 vial	300vials	100% Immediately	Not applicable

The offer should be valid till 180 days from closing of bid. (25.01.2025)

Amendment to the Bid Document

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

Please refer Global Bid Document

D : Global Tender - Bid Document for Surgical Items DPC

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PROCUREMENT NOTICE - GLOBAL

STATE PHARMACEUTICALS CORPORATION OF SRI LANKA

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

Bid Number	Closing Date & Time	Item Description	Date of issuing of Bid Documents	Non-refundable Bid Fee (LKR)
DHS/L/WW/93/24	29.07.2024 @ 09.00 A.M.	51611501 Microtitre plates u bottom, polystyrene, clear, 96 well, with a lid, volume of well – 330mic.l 51615401 Cryo pen (with different colours)	18.06.2024	3,000 + 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 -PROCUREMENT COMMITTEE
STATE PHARMACEUTICALS CORPORATION OF SRI LANKA
"MEHEWARA PIYASA", 16TH FLOOR, NO. 41, KIRULA ROAD,
COLOMBO 5.
SRI LANKA.

TELEPHONE : 00 94-11- 2335008
FAX : 00 94-11- 2582495
E-MAIL : mgrsurgical@spc.lk

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

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ANNEX-1

BID NO. : DHS/L/WW/93/24
DATE OF ISSUE : 29th July 2024
CLOSING DATE & TIME : 18th June 2024 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.
3. However at the bid opening only the item numbers will be read out. Therefore price quoted should be shown against each item number.
4. **Foreign offers should be on C & F (CPT/CFR) Colombo basis. FOB offers are not acceptable. If offers are received on Import & Supply basis from local suppliers, those offers should be in LKR. All local suppliers/manufacturers should quote in LKR for the total delivery price to MSD stores.**
5. **Fax/E-mail offers directly sent to State Pharmaceuticals Corporation are not acceptable. Tenderers are requested to draw their attention to the clause "Submission of Bids" of the bid document in this regard.**
6. 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.
7. 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
8. The volume of the total quantity of each item should be given in cubic meters (m^3)
9. Representative samples in respect of items offered should be submitted to reach SPC on or before the closing time on the closing date of bid and acknowledgement receipt to be obtained from Administration Department of SPC.
10. The original payment receipt should be annexed to the offer. Offers without same are liable rejected.
11. We reserve the right to reject offers which do not comply above.

GENERAL CONDITIONS OF SUPPLY FOR SPC ORDERS –Applicable for Laboratory Items

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.

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

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

5. If MSD decides to accept 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 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/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)

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Standards & Quality

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

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

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

11. Withdrawal from use of items due to quality failure found as 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)**

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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 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.

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.

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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. < 25^0c, 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.

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.

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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.

Bu belge, 5070 sayılı Elektronik İmza Kanununa göre Güvenli Elektronik İmza ile imzalanmıştır.
Evrak sorgulaması https://odaborsaebys.tobb.org.tr:443/tso-sanliurfa-envision/Validate_Doc.aspx?eD=BSVCLM0Z0&eS=4416 adresinden yapılabilir.

Common conditions

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

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

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

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

- Items to be delivered to the National Blood Transfusion Service, Colombo 05

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 himself (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.

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- **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/L/WW/93/24 CLOSING ON : 29.07.2024 at 9.00 a.m.
ORDER LIST NUMBER: 2024/SPC/N/C/D/00092

Item No.	SR No.	Item Specification	Quantity	Delivery	Bid Bond Value (LKR)
4	51611501	Microtitre plates u bottom, polystyrene, clear, 96 well, with a lid, volume of well-330 mic.l Packing : 1 No	1,000 Nos	1,000 – Immediately	28,280.00
5	51615401	Cryo pen (with different colours) Packing : 1 No	100 Nos	100 – Immediately	Not applicable

The offer should be valid till 180 days from closing of bid. (25.01.2025)

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 24.02.2023 together with the tender
Amendment to the Bid Document

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

Please refer Global Bid Document

D : Global Tender - Bid Document for Surgical Items DPC

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