

**TÜRKİYE ODALAR VE BORSALAR BİRLİĞİ**

Dumlupınar Bulvarı No:252 (Eskişehir Yolu 9. Km.) 06530 /ANKARA

www.tobb.org.tr - tobb@hs01.kep.tr

Sayı : E-34221550-720-8678

Tarih: 26.08.2024

Konu : Sri Lanka Devlet İlaç Kurumu Tarafından Yayınlanan İhale Duyuruları

**TÜM ODA VE BORSALARA  
(Genel Sekreterlik)**

İlgi : Sri Lanka Ankara Büyükelçiliği'nin 23.08.2024 tarihli e-postası

İlgide kayıtlı e-postada, Sri Lanka Devlet İlaç Kurumu tarafından yayınlanan ihale ilanı duyuruları iletilmekte ve söz konusu ihalenin kapanış tarihlerinin 24 Eylül 2024 olduğu bildirilmektedir.

Bilgilerinizi ve söz konusu ihalelerin ilgili üyelerinize duyurulmasını rica ederim.

Saygılarımla,

*e-İmza*

Ali Emre YURDAKUL  
Genel Sekreter Yardımcısı

EK: İhale Duyuru Evrakları (92 sayfa)

Bu belge, 5070 sayılı Elektronik İmza Kanununa göre Güvenli Elektronik İmza ile imzalanmıştır.



Evrakı Doğrulamak İçin : <https://belgedogrula.tobb.org.tr/belgedogrulama.aspx?eD=BSAK7LMJPU>

Tel : +90 (312) 218 20 00 (PBX) - Faks : +90 (312) 219 40 90 -91 -92... - E-Posta : info@tobb.org.tr

Bilgi İçin: Tuna EVMEZ - Tel : 0312 218 2219 - E-Posta : tuna.evmez@tobb.org.tr

**From:** TUNA EVMEZ  
**Sent:** Fri, 23 Aug 2024 14:47:45 +0000  
**To:** ebys  
**Subject:** Fwd: Procurement Notices - State Pharmaceuticals Corporation of Sri Lanka  
**Attachments:** DHS P WW 78 23.pdf, DHS P WW 79 23.pdf, DHS P WW 80 23.pdf, DHS P WW 81 23.pdf, DHS P WW 270 24.pdf, DHS P WW 271 24.pdf, DHS P WW 386 25.pdf, DHS P WW 387 25.pdf, DHS P WW 388 25.pdf, DHS P WW NP B 04 24.pdf, DHS P WW NP B 05 24.pdf, PROCUREMENT NOTICE 25 - 11.08.2024 (1).docx

**Tuna Evmez**

*European Union & Foreign Relations Department - Avrupa Birliđi & Dış İlişkiler Dairesi*

*The Union of Chambers and Commodity Exchanges of Türkiye - Türkiye Odalar ve Borsalar Birliđi (TOBB)*

Address : Dumlupınar Bulvarı No:252 (Eskişehir Yolu 9.Km) 06530 /ANKARA

Tel : +90 312 218 22 19

Fax : +90 312 218 22 09

Begin forwarded message:

**From:** prot@srilanka.org.tr  
**Date:** 23 August 2024 at 17:46:39 GMT+3  
**To:** INFO <info@tobb.org.tr>, TUNA EVMEZ <tuna.evmez@tobb.org.tr>  
**Subject:** Procurement Notices - State Pharmaceuticals Corporation of Sri Lanka

**İhale İlanları – Sri Lanka Devlet İlaç Kurumu**

Sayın İlgili,

Sri Lanka Demokratik Sosyalist Cumhuriyeti Büyükelçiliđi olarak, Sri Lanka Devlet İlaç Kurumu tarafından yayınlanan ihale duyurusunu ekte tarafınıza iletmekten memnuniyet duyarız. Uluslararası üne sahip üreticiler, yurt dışındaki yetkili ihracat acenteleri veya yerel yetkili acentelerden kapalı tekliflerin sunulması davet edilmektedir.

Büyükelçiliğimiz, Türk şirketlerinin bu ihaleye katılımını kuvvetle desteklemektedir.

Daha fazla bilgi için lütfen ekli belgelere başvurunuz.

Teşekkür ederiz.

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**Procurement Notices – State Pharmaceuticals Corporation of Sri Lanka**

Dear Sir or Madam,

The Embassy of the Democratic Socialist Republic of Sri Lanka is pleased to convey the attached tender notice published by State Pharmaceuticals Corporation of Sri Lanka. Sealed bids are invited from internationally renowned manufacturers, their accredited export agents abroad, or their accredited local agents.

The Embassy strongly supports the participation of Turkish companies.

For further information, please refer to the attached documents.

Thank you.

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



# PROCUREMENT NOTICE - GLOBAL

## STATE PHARMACEUTICALS CORPORATION OF SRI LANKA

The Chairman, Procurement Committee of the State Pharmaceuticals Corporation of Sri Lanka will receive sealed bids for supply of following items to the Department of Health Services for year 2024-2025.

Bid Number	Closing Date & Time	Item Description	Date of issue of Bidding Documents from	Non-refundable Bid Fee
DHS/P/WW/NP/B/05/24	24.09.2024 at 9.00 a.m.	17,747 Tablets of Tolvaptan Tablet 15mg	13.08.2024	Rs.12,500/= + Taxes

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

Wherever applicable potential bidder/bidders should get registered in terms of the Public Contract Act No.3 of 1987 before collecting the Bidding Documents and also should get the contract registered after the tender is awarded.

All Bids should be accompanied by a Bid Bond as specified in the Bidding Documents.

Sealed Bids may be sent by post under registered cover or may be personally deposited in the box available for this purpose at Administration Department of the State Pharmaceuticals Corporation at "Mehewara Piyasa", 16<sup>th</sup> 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 authorised representatives will be permitted to be present at the time of opening of Bids.

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

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

FAX : 00 94-11- 2344082  
TELEPHONE : 00 94-11- 2326227  
E-MAIL : [pharma.manager@spc.lk](mailto:pharma.manager@spc.lk)

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GENERAL MANAGER  
STATE PHARMACEUTICALS CORPORATION OF SRI LANKA  
FOR CHAIRMAN DEPARTMENTAL PROCUREMENT COMMITTEE  
"MEHEWARA PIYASA", 26<sup>TH</sup> FLOOR  
NO. 41, KIRULA ROAD  
COLOMBO 5.

**TENDER NO. : DHS/P/WW/NP/B/05/24**  
**DATE OF ISSUE : 13<sup>th</sup> August 2024**  
**CLOSING DATE & TIME : 24<sup>th</sup> September 2024 AT 09.00 HOURS SRI LANKA TIME**

**ORDER LIST NO. : 2024/SPC/B/C/P/00042**

<b>SR No.</b>	<b>Item Description/ Specification</b>	<b>Quantity</b>	<b>Delivery</b>
<b>00707501</b>	<b>Tolvaptan Tablet 15mg</b>  Tolvaptan Tablet 15mg Each tablet to contain Tolvaptan 15mg  Note: The shelf life of the product should be minimum of 24 months.	17,747 Tablets	17,747 Tablets/ As early as possible

**Representative Tender samples to be submitted for the evaluation.**

**The amount of Bid Bond: LKR 214,957.00 or USD 712.00**

**Bid Bond should be submitted with valid up to 22.04.2025 together with the bid**

**Bid should be valid till 23.03.2025**

**Non refundable Bid Fee Rs. 12,500/= + Taxes** should be paid in cash to SPC for each set of Tender Documents.

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

### **MSD CONDITIONS OF SUPPLY**

1. The Product should have minimum of **24 Months Residual** shelf life at the time of delivery at Medical Supplies Division.(if deviated, prior approval should be obtained from MSD/SPC.
2. Description of item, Date of manufacture, Date of expiry, Batch No, Name and address of manufacture Should be clearly marked on the outer covering containing the item and on the outer cover of the carton/box.
3. Offers for any other economically viable pack sizes different from the specify pack sizes are acceptable with the prior approval of Director Medical Supplies Division.
4. MSD Order List No, SR No. of Item, SPC Indent No/purchase order no Description and storage condition of item and Batch No shall be indicated in all Supply Invoices.
5. Storage condition of the items should be clearly indicated in the inner most and outer most carton labels.
6. Cold chain monitors should be included for each cartons and the cold chain should be maintained according to the manufacturer's instructions during storage, transport and delivery. (When ever applicable)
7. Delivery of the items is to be made to **Medical Supplies Division warehouse** free of charge.
8. Withdrawal from use of Item due to quality failure.
  - a) In case of batch withdrawal due to quality failure, the supplier/ manufacturer shall reimburse the value of entire batch quantity supplied.

- b) In case of product withdrawal due to quality failure, the supplier/ manufacturer shall reimburse the value of entire product quantity supplied.
  - c) In the event of either a) or b) above the supplier/manufacturer shall be surcharged additional 25% of the total value concerned as administrative cost.
9. **Standard**- any other pharmaceutical standard accepted by cosmetics, devices and drugs regulatory authority in Sri-Lanka for registration of pharmaceutical item also acceptable.
10. In the event that item is awarded to unregistered bidder, the NOL/PUL issued by NMRA should be submitted when item is delivered. If not, payment will not be released for the delivered item.
11. In the event of failing to supply the item within the delivery schedule given the Purchase order the item will not be accepted by MSD. However, if the item is still required by Medical Supplies Division and decides to accept the same, a penalty of 0.1% of the total value per day up to 7 days (total of 0.7% for 1st 7 days of late delivery), 0.3% per total value per day from 8th to 14th (another 2.1% for 7 days from 8th to 14th day of late delivery), 0.5% per total value per day from 15th to 21st day (another 3.5% for the period from 15th to 21st day of late delivery) for the lapsed period will be deducted from your payment as liquidated damage.
- In case of an item delivered after 3 weeks, if the item is still required MSD reserves the right to accept maximum penalty of 10% of the total value will be imposed.
12. In addition to the condition given herein any other relevant condition as per the tender document issued by SPC are also applicable.

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

**Special Conditions for Bidding :**

1. Offers should be accompanied with the valid registration certificate (Notary Certified) issued by the National Medicines Regulatory Authority in Sri Lanka formerly Cosmetic Devices and Drugs Authority.
2. Offered item should bear our SR number.
3. If awarded supplier is unable to adhere to 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.
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.**

**Comparison of foreign offer and local offer made on Imports & Supply basis will be compared as follows.**

**Local offers which are for Import & Supply basis will be divided by a hypothetical value for comparison of offers against C & F value based on the HS Code of the item as determined by SPC.**

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 Tenders" of the tender document in this regard.**
6. 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. The volume of the total quantity of each item should be given in cubic meters (m<sup>3</sup>).

7. 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.  
**Sufficient quantity of Samples should be forwarded for evaluation**
8. The original payment receipt for purchasing the bidding document has to be annexed to the offer. Offers without same will be rejected.
9. Procurement Committee has the authority to decide whether pre-shipment/ pre delivery/post delivery samples to be tested. In such cases the supplier will have to bear the cost of testing samples.
10. 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 submitting 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 (where applicable).
11. The successful supplier should agree to dispatch by fax/courier a full set of copy document to SPC at least 3 days prior to arrival of consignment in Sri Lanka to prevent any delay in clearance.  
Demurrage /additional charges if any which become payable due to supplier's failure to comply with this requirement will be claimed from the supplier.
12. In the event of an award made to you on this tender, SPC reserves 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.
13. 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.
14. The recommended storage mentioned on the product label should be maintained at transit also and storage condition should be clearly showed on Bill of Lading/Airway Bill and invoice.
- 15. 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.**
16. All shipments 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 vessel of the Ceylon Shipping Corporation do not call at the Port of shipment or if they are not available for time by shipment of cargo, in which event the supplier should attached a waiver certificate issued by Ceylon Shipping Corporation or their Authorized Agent in the Supplier's Country.
17. SPC reserves the right to reject offers which do not comply with above conditions.

Please refer Global Bid Document

B: [Global Tender - Bid Document for Pharmaceutical DPC](#)



# PROCUREMENT NOTICE - GLOBAL

## STATE PHARMACEUTICALS CORPORATION OF SRI LANKA

The Chairman, Procurement Committee of the State Pharmaceuticals Corporation of Sri Lanka will receive sealed bids for supply of following items to the Department of Health Services for year 2024-2025.

Bid Number	Closing Date & Time	Item Description	Date of issue of Bidding Documents from	Non-refundable Bid Fee
DHS/P/WW/NP/B/04/24	24.09.2024 at 9.00 a.m.	1,460 Tablets of Tenofovir Disoproxil Fumarate Tablets 300mg	13.08.2024	Rs.3,000/= + Taxes

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

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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", 16<sup>th</sup> Floor, No. 41, Kirula Road, Colombo 5, Sri Lanka.

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FAX : 00 94-11- 2344082  
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E-MAIL : [pharma.manager@spc.lk](mailto:pharma.manager@spc.lk)

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GENERAL MANAGER  
STATE PHARMACEUTICALS CORPORATION OF SRI LANKA  
FOR CHAIRMAN DEPARTMENTAL PROCUREMENT COMMITTEE  
"MEHEWARA PIYASA", 26<sup>TH</sup> FLOOR  
NO. 41, KIRULA ROAD  
COLOMBO 5.



**TENDER NO. : DHS/P/WW/NP/B/04/ 24**  
**DATE OF ISSUE : 13<sup>th</sup> August 2024**  
**CLOSING DATE & TIME : 24<sup>th</sup> September 2024 AT 09.00 HOURS SRI LANKA TIME**

**ORDER LIST NO. : 2024/SPC/B/C/P/00044**

<b><u>SR No.</u></b>	<b><u>Item Description/ Specification</u></b>	<b><u>Quantity</u></b>	<b><u>Delivery</u></b>
<b>00108601</b>	<p><b>Tenofovir Disoproxil Fumarate Tablets 300mg</b></p> <p>Tenofovir Disoproxil Fumarate Tablets 300mg Each tablet to contain 300mg of Tenofovir Disoproxil Fumarate.</p> <p>Note: The shelf life of the product should be minimum of 24 months.</p>	1,460 Tablets	1,460 Tablets/ Immediately

**Representative Tender samples to be submitted for the evaluation.**

**The Amount of Bid Bond should be 2% of the total bid value to be submitted along with the Bid, when the value exceeds LKR one million.**

**Bid Bond should be submitted with valid up to 22.04.2025 together with the bid**

**Bid should be valid till 23.03.2025.**

**Non refundable Bid Fee Rs. 3,000/= + Taxes** should be paid in cash to SPC for each set of Tender Documents.

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

### **MSD CONDITIONS OF SUPPLY**

1. The Product should have minimum of **24 Months Residual** shelf life at the time of delivery at Medical Supplies Division.(if deviated, prior approval should be obtained from MSD/SPC.
2. Description of item, Date of manufacture, Date of expiry, Batch No, Name and address of manufacture Should be clearly marked on the outer covering containing the item and on the outer cover of the carton/box.
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Demurrage /additional charges if any which become payable due to supplier's failure to comply with this requirement will be claimed from the supplier.
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Please refer Global Bid Document

B: [Global Tender - Bid Document for Pharmaceutical DPC](#)



# PROCUREMENT NOTICE - GLOBAL

## STATE PHARMACEUTICALS CORPORATION OF SRI LANKA

The Chairman, Procurement Committee of the State Pharmaceuticals Corporation of Sri Lanka will receive sealed bids for supply of following items to the Department of Health Services for year 2024-2025.

Bid Number	Closing Date & Time	Item Description	Date of issue of Bidding Documents from	Non-refundable Bid Fee
DHS/P/WW/80/23	24.09.2024 at 9.00 a.m.	6,000 Tablets of Estradiol Valerate Tablet 2mg	13.08.2024	Rs.3,000/= + Taxes

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

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STATE PHARMACEUTICALS CORPORATION OF SRI LANKA  
"MEHEWARA PIYASA", 16<sup>TH</sup> FLOOR  
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GENERAL MANAGER  
STATE PHARMACEUTICALS CORPORATION OF SRI LANKA  
FOR CHAIRMAN DEPARTMENTAL PROCUREMENT COMMITTEE  
"MEHEWARA PIYASA", 26<sup>TH</sup> FLOOR  
NO. 41, KIRULA ROAD  
COLOMBO 5.

**TENDER NO. : DHS/P/WW/80/23**  
**DATE OF ISSUE : 13<sup>th</sup> August 2024**  
**CLOSING DATE & TIME : 24<sup>th</sup> September 2024 AT 09.00 HOURS SRI LANKA TIME**

**ORDER LIST NO. : 2023/SPC/N/R/P/00084**

<b><u>SR No.</u></b>	<b><u>Item Description/ Specification</u></b>	<b><u>Quantity</u></b>	<b><u>Delivery</u></b>
00706602	<p><b>Estradiol Valerate Tablet 2mg</b></p> <p>Estradiol valerate tablet 2mg  Each coated tablet to contain 2mg of Estradiol valerate USP  Note:  01.The shelf life of the product should be minimum of 24 months.  02.The product should store in the original package in order to protect from light and moisture.  03.Each calendar pack should contains 28 tablets</p> <p>Packing : 10 Tablets in a Pack</p>	6,000 tablets	<p>3,000 Tablets/ Immediately</p> <p>3,000 Tablets/ 2 months after the 1<sup>st</sup> Lot</p>

**Representative Tender samples to be submitted for the evaluation.**

**The Amount of Bid Bond should be 2% of the total bid value to be submitted along with the Bid, when the value exceeds LKR one million.**

**Bid Bond should be submitted with valid up to 22.04.2025 together with the bid**

**Bid should be valid till 23.03.2025.**

**Non refundable Bid Fee Rs. 3,000/= + Taxes** should be paid in cash to SPC for each set of Tender Documents.

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

### **CONDITIONS OF SUPPLY**

#### **(a) Part A**

- 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.
- 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.
- 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, pharmaceutical and 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.

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

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

6. The specifications of the product offered in the bid, by the supplier shall match with the tender specifications for the item and **any form of alternate offers 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 consumable; 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 as 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 supplier of all such items shall have their own local agent in Sri Lanka, capable of providing technical support, repairs & 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 at the MSD stores/ Sri Lanka) of the product, shall be 85% of the product shelf life specified in the 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 is 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<sup>th</sup> (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 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 Pharmacopoeial Standards that are indicated in the item specifications, other Pharmacopoeial 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 Pharmaceutical 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 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 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 & 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 & 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 (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 quantity in the purchase order is less than 100,000 tablets/capsules, with deliveries in one/more lots **or** when an exemption is notified in the Conditions of the relevant MSD order list. **(This clause No. 16 is not applicable for 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., Reference/Catalogue no.(not for pharmaceuticals), Date of Manufacture, Date of Expiry 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 °C +/- 2 °C 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 consignments** 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 cold chain 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 °C, 2-25 °C, 15-20 °C /30 °C, 2-8 °C etc.), supplier shall provide MSD with latest product stability study reports with the invoice of the consignment.(report shall include studies; at 30 °C +/- 2 °C & 75% +/- 5% RH for AC stored items and at 25 °C +/- 2 °C & 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 15<sup>th</sup> December to 10th January** shall be avoided, unless otherwise prior approval has been granted by MSD for such deliveries.
27. Defaulted consignments with respect to delivery schedule shall only be considered for acceptance, subject to a penalty imposed for the delay due to suppliers fault, allowing a grace period up to two weeks. Consignments delivered after that grace period shall be considered for acceptance subject to a penalty to the supplier as described below ;
- (a). A penalty of 0.5% per day of the consignment value, calculated commencing from the 15th day up to 60th day delay from the due delivery date, as per the indent/PO or its? latest amended delivery schedules.
  - (b). When the delay exceeds 60 days purchase order will be considered as automatically cancelled, on defaulted performance. In such a situation, MSD reserve the right to recover liquidated damages or to revoke the cancellation (eg. if payments have been released prior to such a cancellation), and accept the consignment subject to a 25% admin surcharge.
28. (i). If any local purchases were to be made by MSD/SPC to ensure continuity of supply (due to noncompliance of Indent/PO/its' 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 additional 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. 26 (regarding defaulted consignments) and any other direct or indirect additional costs/liquidated damages, relating/consequent to extension of L/C.
31. When adequate storage space is not available at MSD, to accept a delivery defaulted consignment (deviating from the delivery schedule in the Indent/PO/its' amendments) under the condition No. 27, any additional expenses caused to MSD or SPC in arranging temporary external storage and other expenses (eg. demurrage, detention, container storage, re-handling cum transport, etc.) shall be borne by the supplier.

### **Documents & Information**

32. MSD Order No, Item Description, SR No, Batch No., Date of Manufacture, Date of Expiry and product Storage Condition, shall be indicated in all Supply Invoices and detailed Packing Lists.
33. One of the tender samples of the selected bid shall be forwarded to MSD, for using as a reference sample (can make it; a part of the last consignment or a returnable to supplier) for checking the conformity of the consignments received under the indent/PO.(applicable for all surgical items and regular category of laboratory items, when specified in respective order lists).

The Product artwork or dimensional detail diagrams, product Catalogs 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 also 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](http://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](http://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 clause 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: SOC's are used, when it is really necessary to enable, item/order list specific deviations from the GOC clauses that are applicable to all or selected items in the order list concerned and in which case the relevant order list No & S.R. No.s, shall be indicated separately against each clause of SOC, with the counter signature of Director (MSD) to make it effective.

**Special Conditions for Bidding :**

1. Offers should be accompanied with the valid registration certificate (Notary Certified) issued by the National Medicines Regulatory Authority in Sri Lanka formerly Cosmetic Devices and Drugs Authority.
2. Offered item should bear our SR number.
3. If awarded supplier is unable to adhere to 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.
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.**

**Comparison of foreign offer and local offer made on Imports & Supply basis will be compared as follows.**

**Local offers which are for Import & Supply basis will be divided by a hypothetical value for comparison of offers against C & F value based on the HS Code of the item as determined by SPC.**

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 Tenders" of the tender document in this regard.**
6. 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. The volume of the total quantity of each item should be given in cubic meters (m<sup>3</sup>).
7. 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.

**Sufficient quantity of Samples should be forwarded for evaluation**

8. The original payment receipt for purchasing the bidding document has to be annexed to the offer. Offers without same will be rejected.
9. Procurement Committee has the authority to decide whether pre-shipment/ pre delivery/post delivery samples to be tested. In such cases the supplier will have to bear the cost of testing samples.
10. 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 submitting 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 (where applicable).
11. The successful supplier should agree to dispatch by fax/courier a full set of copy document to SPC at least 3 days prior to arrival of consignment in Sri Lanka to prevent any delay in clearance.  
Demurrage /additional charges if any which become payable due to supplier's failure to comply with this requirement will be claimed from the supplier.
12. In the event of an award made to you on this tender, SPC reserves 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.

13. 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.
14. The recommended storage mentioned on the product label should be maintained at transit also and storage condition should be clearly showed on Bill of Lading/Airway Bill and invoice.
- 15. 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.**
16. All shipments 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 vessel of the Ceylon Shipping Corporation do not call at the Port of shipment or if they are not available for time by shipment of cargo, in which event the supplier should attached a waiver certificate issued by Ceylon Shipping Corporation or their Authorized Agent in the Supplier's Country.
17. SPC reserves the right to reject offers which do not comply with above conditions.

Please refer Global Bid Document

B: [Global Tender - Bid Document for Pharmaceutical DPC](#)



# PROCUREMENT NOTICE - GLOBAL

## STATE PHARMACEUTICALS CORPORATION OF SRI LANKA

The Chairman, Procurement Committee of the State Pharmaceuticals Corporation of Sri Lanka will receive sealed bids for supply of following items to the Department of Health Services for year 2024-2025.

Bid Number	Closing Date & Time	Item Description	Date of issue of Bidding Documents from	Non-refundable Bid Fee
DHS/P/WW/79/23	24.09.2024 at 9.00 a.m.	75,000g of Precipitated Sulphur Powder	13.08.2024	Rs.3,000/= + Taxes

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

Wherever applicable potential bidder/bidders should get registered in terms of the Public Contract Act No.3 of 1987 before collecting the Bidding Documents and also should get the contract registered after the tender is awarded.

All Bids should be accompanied by a Bid Bond as specified in the Bidding Documents.

Sealed Bids may be sent by post under registered cover or may be personally deposited in the box available for this purpose at Administration Department of the State Pharmaceuticals Corporation at "Mehewara Piyasa", 16<sup>th</sup> 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 authorised representatives will be permitted to be present at the time of opening of Bids.

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

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

FAX : 00 94-11- 2344082  
TELEPHONE : 00 94-11- 2326227  
E-MAIL : [pharma.manager@spc.lk](mailto:pharma.manager@spc.lk)

GENERAL MANAGER  
STATE PHARMACEUTICALS CORPORATION OF SRI LANKA  
FOR CHAIRMAN DEPARTMENTAL PROCUREMENT COMMITTEE  
"MEHEWARA PIYASA", 26<sup>TH</sup> FLOOR  
NO. 41, KIRULA ROAD  
COLOMBO 5.

**TENDER NO. : DHS/P/WW/79/23**  
**DATE OF ISSUE : 13<sup>th</sup> August 2024**  
**CLOSING DATE & TIME : 24<sup>th</sup> September 2024 AT 09.00 HOURS SRI LANKA TIME**

**ORDER LIST NO. : 2023/SPC/N/R/P/00082**

<b><u>SR No.</u></b>	<b><u>Item Description/ Specification</u></b>	<b><u>Quantity</u></b>	<b><u>Delivery</u></b>
01104901	<p><b>Precipitated Sulphur powder</b></p> <p>Precipitated Sulphur BP or Precipitated Sulphur USP (As very fine, amorphous powder)  Packing: 500g should be packed in well closed container</p> <p>Note:  01.The shelf life of the product should be minimum of 24 months</p> <p>Packing: 1g</p>	75,000g	<p>37,500g/  Immediately.</p> <p>37,500g/ 2 months after the 1<sup>st</sup> lot.</p>

**Representative Tender samples to be submitted for the evaluation.**

**The Amount of Bid Bond should be 2% of the total bid value to be submitted along with the Bid, when the value exceeds LKR one million.**

**Bid Bond should be submitted with valid up to 22.04.2025 together with the bid**

**Bid should be valid till 23.03.2025.**

**Non refundable Bid Fee Rs. 3,000/= + Taxes** should be paid in cash to SPC for each set of Tender Documents.

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

### **CONDITIONS OF SUPPLY**

#### **(a) Part A**

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

6. The specifications of the product offered in the bid, by the supplier shall match with the tender specifications for the item and **any form of alternate offers 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 consumable; 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 as 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 supplier of all such items shall have their own local agent in Sri Lanka, capable of providing technical support, repairs & 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 at the MSD stores/ Sri Lanka) of the product, shall be 85% of the product shelf life specified in the 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 is 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<sup>th</sup> (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 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 Pharmacopoeial Standards that are indicated in the item specifications, other Pharmacopoeial 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 Pharmaceutical 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 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 & 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 & 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 (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 quantity in the purchase order is less than 100,000 tablets/capsules, with deliveries in one/more lots **or** when an exemption is notified in the Conditions of the relevant MSD order list. **(This clause No. 16 is not applicable for 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., Reference/Catalogue no.(not for pharmaceuticals), Date of Manufacture, Date of Expiry 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 °C +/- 2 °C 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 consignments** 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 cold chain 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 °C, 2-25 °C, 15-20 °C /30 °C, 2-8 °C etc.), supplier shall provide MSD with latest product stability study reports with the invoice of the consignment.(report shall include studies; at 30 °C +/- 2 °C & 75% +/- 5% RH for AC stored items and at 25 °C +/- 2 °C & 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 15<sup>th</sup> December to 10th January** shall be avoided, unless otherwise prior approval has been granted by MSD for such deliveries.
27. Defaulted consignments with respect to delivery schedule shall only be considered for acceptance, subject to a penalty imposed for the delay due to suppliers fault, allowing a grace period up to two weeks. Consignments delivered after that grace period shall be considered for acceptance subject to a penalty to the supplier as described below ;
- (a). A penalty of 0.5% per day of the consignment value, calculated commencing from the 15th day up to 60th day delay from the due delivery date, as per the indent/PO or its? latest amended delivery schedules.
  - (b). When the delay exceeds 60 days purchase order will be considered as automatically cancelled, on defaulted performance. In such a situation, MSD reserve the right to recover liquidated damages or to revoke the cancellation (eg. if payments have been released prior to such a cancellation), and accept the consignment subject to a 25% admin surcharge.
28. (i). If any local purchases were to be made by MSD/SPC to ensure continuity of supply (due to noncompliance of Indent/PO/its' 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 additional 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. 26 (regarding defaulted consignments) and any other direct or indirect additional costs/liquidated damages, relating/consequent to extension of L/C.
31. When adequate storage space is not available at MSD, to accept a delivery defaulted consignment (deviating from the delivery schedule in the Indent/PO/its' amendments) under the condition No. 27, any additional expenses caused to MSD or SPC in arranging temporary external storage and other expenses (eg. demurrage, detention, container storage, re-handling cum transport, etc.) shall be borne by the supplier.

### **Documents & Information**

32. MSD Order No, Item Description, SR No, Batch No., Date of Manufacture, Date of Expiry and product Storage Condition, shall be indicated in all Supply Invoices and detailed Packing Lists.
33. One of the tender samples of the selected bid shall be forwarded to MSD, for using as a reference sample (can make it; a part of the last consignment or a returnable to supplier) for checking the conformity of the consignments received under the indent/PO.(applicable for all surgical items and regular category of laboratory items, when specified in respective order lists).

The Product artwork or dimensional detail diagrams, product Catalogs 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 also 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](http://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](http://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 clause 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 & S.R. No.s, shall be indicated separately against each clause of SOC, with the counter signature of Director (MSD) to make it effective.

**Special Conditions for Bidding :**

1. Offers should be accompanied with the valid registration certificate (Notary Certified) issued by the National Medicines Regulatory Authority in Sri Lanka formerly Cosmetic Devices and Drugs Authority.
2. Offered item should bear our SR number.
3. If awarded supplier is unable to adhere to 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.
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.**

**Comparison of foreign offer and local offer made on Imports & Supply basis will be compared as follows.**

**Local offers which are for Import & Supply basis will be divided by a hypothetical value for comparison of offers against C & F value based on the HS Code of the item as determined by SPC.**

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 Tenders" of the tender document in this regard.**
6. 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. The volume of the total quantity of each item should be given in cubic meters (m<sup>3</sup>).
7. 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.

**Sufficient quantity of Samples should be forwarded for evaluation**

8. The original payment receipt for purchasing the bidding document has to be annexed to the offer. Offers without same will be rejected.
9. Procurement Committee has the authority to decide whether pre-shipment/ pre delivery/post delivery samples to be tested. In such cases the supplier will have to bear the cost of testing samples.
10. 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 submitting 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 (where applicable).
11. The successful supplier should agree to dispatch by fax/courier a full set of copy document to SPC at least 3 days prior to arrival of consignment in Sri Lanka to prevent any delay in clearance.  
Demurrage /additional charges if any which become payable due to supplier's failure to comply with this requirement will be claimed from the supplier.
12. In the event of an award made to you on this tender, SPC reserves 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.

13. 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.
14. The recommended storage mentioned on the product label should be maintained at transit also and storage condition should be clearly showed on Bill of Lading/Airway Bill and invoice.
- 15. 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.**
16. All shipments 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 vessel of the Ceylon Shipping Corporation do not call at the Port of shipment or if they are not available for time by shipment of cargo, in which event the supplier should attached a waiver certificate issued by Ceylon Shipping Corporation or their Authorized Agent in the Supplier's Country.
17. SPC reserves the right to reject offers which do not comply with above conditions.

Please refer Global Bid Document

B: [Global Tender - Bid Document for Pharmaceutical DPC](#)



# PROCUREMENT NOTICE - GLOBAL

## STATE PHARMACEUTICALS CORPORATION OF SRI LANKA

The Chairman, Procurement Committee of the State Pharmaceuticals Corporation of Sri Lanka will receive sealed bids for supply of following items to the Department of Health Services for year 2024-2025.

Bid Number	Closing Date & Time	Item Description	Date of issue of Bidding Documents from	Non-refundable Bid Fee
DHS/P/WW/78/23	24.09.2024 at 9.00 a.m.	3,000 Bottles of Fat Emulsion Injection 20%, 100ml Bottle	13.08.2024	Rs.3,000/= + Taxes

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

Wherever applicable potential bidder/bidders should get registered in terms of the Public Contract Act No.3 of 1987 before collecting the Bidding Documents and also should get the contract registered after the tender is awarded.

All Bids should be accompanied by a Bid Bond as specified in the Bidding Documents.

Sealed Bids may be sent by post under registered cover or may be personally deposited in the box available for this purpose at Administration Department of the State Pharmaceuticals Corporation at "Mehewara Piyasa", 16<sup>th</sup> 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 authorised representatives will be permitted to be present at the time of opening of Bids.

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

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

FAX : 00 94-11- 2344082  
TELEPHONE : 00 94-11- 2326227  
E-MAIL : [pharma.manager@spc.lk](mailto:pharma.manager@spc.lk)

GENERAL MANAGER  
STATE PHARMACEUTICALS CORPORATION OF SRI LANKA  
FOR CHAIRMAN DEPARTMENTAL PROCUREMENT COMMITTEE  
"MEHEWARA PIYASA", 26<sup>TH</sup> FLOOR  
NO. 41, KIRULA ROAD  
COLOMBO 5.



**CONDITIONS OF SUPPLY****(a) Part A**

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, pharmaceutical and 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.

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

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

6. The specifications of the product offered in the bid, by the supplier shall match with the tender specifications for the item and **any form of alternate offers 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 consumable; 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 as 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 supplier of all such items shall have their own local agent in Sri Lanka, capable of providing technical support, repairs & 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 at the MSD stores/ Sri Lanka) of the product, shall be 85% of the product shelf life specified in the 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 is 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<sup>th</sup> (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 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 Pharmacopoeial Standards that are indicated in the item specifications, other Pharmacopoeial 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 Pharmaceutical 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 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 & 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 & 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 (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 quantity in the purchase order is less than 100,000 tablets/capsules, with deliveries in one/more lots **or** when an exemption is notified in the Conditions of the relevant MSD order list. **(This clause No. 16 is not applicable for 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., Reference/Catalogue no.(not for pharmaceuticals), Date of Manufacture, Date of Expiry 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 °C +/- 2 °C 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 consignments** 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 cold chain 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 °C, 2-25 °C, 15-20 °C /30 °C, 2-8 °C etc.), supplier shall provide MSD with latest product stability study reports with the invoice of the consignment.(report shall include studies; at 30 °C +/- 2 °C & 75% +/- 5% RH for AC stored items and at 25 °C +/- 2 °C & 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 15<sup>th</sup> December to 10<sup>th</sup> January** shall be avoided, unless otherwise prior approval has been granted by MSD for such deliveries.

27. Defaulted consignments with respect to delivery schedule shall only be considered for acceptance, subject to a penalty imposed for the delay due to suppliers fault, allowing a grace period up to two weeks. Consignments delivered after that grace period shall be considered for acceptance subject to a penalty to the supplier as described below ;
- (a). A penalty of 0.5% per day of the consignment value, calculated commencing from the 15th day up to 60th day delay from the due delivery date, as per the indent/PO or its? latest amended delivery schedules.
  - (b). When the delay exceeds 60 days purchase order will be considered as automatically cancelled, on defaulted performance. In such a situation, MSD reserve the right to recover liquidated damages or to revoke the cancellation (eg. if payments have been released prior to such a cancellation), and accept the consignment subject to a 25% admin surcharge.
28. (i). If any local purchases were to be made by MSD/SPC to ensure continuity of supply (due to noncompliance of Indent/PO/its' 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 additional 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. 26 (regarding defaulted consignments) and any other direct or indirect additional costs/liquidated damages, relating/consequent to extension of L/C.
31. When adequate storage space is not available at MSD, to accept a delivery defaulted consignment (deviating from the delivery schedule in the Indent/PO/its' amendments) under the condition No. 27, any additional expenses caused to MSD or SPC in arranging temporary external storage and other expenses (eg. demurrage, detention, container storage, re-handling cum transport, etc.) shall be borne by the supplier.

### **Documents & Information**

32. MSD Order No, Item Description, SR No, Batch No., Date of Manufacture, Date of Expiry and product Storage Condition, shall be indicated in all Supply Invoices and detailed Packing Lists.
33. One of the tender samples of the selected bid shall be forwarded to MSD, for using as a reference sample (can make it; a part of the last consignment or a returnable to supplier) for checking the conformity of the consignments received under the indent/PO.(applicable for all surgical items and regular category of laboratory items, when specified in respective order lists).

The Product artwork or dimensional detail diagrams, product Catalogs 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 also 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 clause 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: SOC 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 & S.R. No.s, shall be indicated separately against each clause of SOC, with the counter signature of Director (MSD) to make it effective.

### **Special Conditions for Bidding :**

1. Offers should be accompanied with the valid registration certificate (Notary Certified) issued by the National Medicines Regulatory Authority in Sri Lanka formerly Cosmetic Devices and Drugs Authority.
2. Offered item should bear our SR number.
3. If awarded supplier is unable to adhere to 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.
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.**

**Comparison of foreign offer and local offer made on Imports & Supply basis will be compared as follows.**

**Local offers which are for Import & Supply basis will be divided by a hypothetical value for comparison of offers against C & F value based on the HS Code of the item as determined by SPC.**

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 Tenders" of the tender document in this regard.**

6. 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. The volume of the total quantity of each item should be given in cubic meters (m<sup>3</sup>).
7. 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.  
**Sufficient quantity of Samples should be forwarded for evaluation**
8. The original payment receipt for purchasing the bidding document has to be annexed to the offer. Offers without same will be rejected.
9. Procurement Committee has the authority to decide whether pre-shipment/ pre delivery/post delivery samples to be tested. In such cases the supplier will have to bear the cost of testing samples.
10. 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 submitting 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 (where applicable).
11. The successful supplier should agree to dispatch by fax/courier a full set of copy document to SPC at least 3 days prior to arrival of consignment in Sri Lanka to prevent any delay in clearance.  
Demurrage /additional charges if any which become payable due to supplier's failure to comply with this requirement will be claimed from the supplier.
12. In the event of an award made to you on this tender, SPC reserves 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.
13. 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.
14. The recommended storage mentioned on the product label should be maintained at transit also and storage condition should be clearly showed on Bill of Lading/Airway Bill and invoice.
- 15. 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.**
16. All shipments 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 vessel of the Ceylon Shipping Corporation do not call at the Port of shipment or if they are not available for time by shipment of cargo, in which event the supplier should attached a waiver certificate issued by Ceylon Shipping Corporation or their Authorized Agent in the Supplier's Country.
17. SPC reserves the right to reject offers which do not comply with above conditions.

Please refer Global Bid Document

B: [Global Tender - Bid Document for Pharmaceutical DPC](#)



# PROCUREMENT NOTICE - GLOBAL

## STATE PHARMACEUTICALS CORPORATION OF SRI LANKA

The Chairman, Procurement Committee of the State Pharmaceuticals Corporation of Sri Lanka will receive sealed bids for supply of following items to the Department of Health Services for year 2024-2025.

Bid Number	Closing Date & Time	Item Description	Date of issue of Bidding Documents from	Non-refundable Bid Fee
DHS/P/WW/271/24	24.09.2024 at 9.00 a.m.	2,200 vials of Dexmedetomidine HCL Inj. 200mcg/2ml vial	13.08.2024	Rs.3,000/= + Taxes

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

Wherever applicable potential bidder/bidders should get registered in terms of the Public Contract Act No.3 of 1987 before collecting the Bidding Documents and also should get the contract registered after the tender is awarded.

All Bids should be accompanied by a Bid Bond as specified in the Bidding Documents.

Sealed Bids may be sent by post under registered cover or may be personally deposited in the box available for this purpose at Administration Department of the State Pharmaceuticals Corporation at "Mehewara Piyasa", 16<sup>th</sup> 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 authorised representatives will be permitted to be present at the time of opening of Bids.

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

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

FAX : 00 94-11- 2344082  
TELEPHONE : 00 94-11- 2326227  
E-MAIL : [pharma.manager@spc.lk](mailto:pharma.manager@spc.lk)

GENERAL MANAGER  
STATE PHARMACEUTICALS CORPORATION OF SRI LANKA  
FOR CHAIRMAN DEPARTMENTAL PROCUREMENT COMMITTEE  
"MEHEWARA PIYASA", 26<sup>TH</sup> FLOOR  
NO. 41, KIRULA ROAD  
COLOMBO 5.

**TENDER NO. : DHS/P/WW/271/24**  
**DATE OF ISSUE : 13<sup>th</sup> August 2024**  
**CLOSING DATE & TIME : 24<sup>th</sup> September 2024 AT 09.00 HOURS SRI LANKA TIME**

**ORDER LIST NO. : 2024/SPC/N/C/P/00043**

<b><u>SR No.</u></b>	<b><u>Item Description/ Specification</u></b>	<b><u>Quantity</u></b>	<b><u>Delivery</u></b>
01503001	<p><b>Dexmedetomidine HCL Inj 200mcg/2ml vial</b></p> <p>Dexmedetomidine Hydrochloride Injection  200microgram/2ml vial  Each vial to contain Dexmedetomidine Hydrochloride  200microgram.  Note:  1.The injection should be stable for minimum of two  years when stored under Tropical climate conditions.  2.Each vial should be labelled accordingly.</p> <p>Packing : 10 vials in a Pack</p>	2,200 vials	2200 vials/ As early as possible

**Representative Tender samples to be submitted for the evaluation.**

**The amount of Bid Bond: LKR 95,224.00 or USD 316.00.**

**Bid Bond should be submitted with valid up to 22.04.2025 together with the bid**

**Bid should be valid till 23.03.2025.**

**Non refundable Bid Fee Rs. 3,000/= + Taxes** should be paid in cash to SPC for each set of Tender Documents.

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

### **CONDITIONS OF SUPPLY**

#### **(a) Part A**

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, pharmaceutical and 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.



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

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

6. The specifications of the product offered in the bid, by the supplier shall match with the tender specifications for the item and **any form of alternate offers 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 consumable; 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 as 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 supplier of all such items shall have their own local agent in Sri Lanka, capable of providing technical support, repairs & 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 at the MSD stores/ Sri Lanka) of the product, shall be 85% of the product shelf life specified in the 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 is 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<sup>th</sup> (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 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 Pharmacopoeial Standards that are indicated in the item specifications, other Pharmacopoeial 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 Pharmaceutical 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 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 & 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 & 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 (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 quantity in the purchase order is less than 100,000 tablets/capsules, with deliveries in one/more lots **or** when an exemption is notified in the Conditions of the relevant MSD order list. **(This clause No. 16 is not applicable for 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., Reference/Catalogue no.(not for pharmaceuticals), Date of Manufacture, Date of Expiry 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 °C +/- 2 °C 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 consignments** 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 cold chain 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 °C, 2-25 °C, 15-20 °C /30 °C, 2-8 °C etc.), supplier shall provide MSD with latest product stability study reports with the invoice of the consignment.(report shall include studies; at 30 °C +/- 2 °C & 75% +/- 5% RH for AC stored items and at 25 °C +/- 2 °C & 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 15<sup>th</sup> December to 10th January** shall be avoided, unless otherwise prior approval has been granted by MSD for such deliveries.
27. Defaulted consignments with respect to delivery schedule shall only be considered for acceptance, subject to a penalty imposed for the delay due to suppliers fault, allowing a grace period up to two weeks. Consignments delivered after that grace period shall be considered for acceptance subject to a penalty to the supplier as described below ;
- (a). A penalty of 0.5% per day of the consignment value, calculated commencing from the 15th day up to 60th day delay from the due delivery date, as per the indent/PO or its? latest amended delivery schedules.
  - (b). When the delay exceeds 60 days purchase order will be considered as automatically cancelled, on defaulted performance. In such a situation, MSD reserve the right to recover liquidated damages or to revoke the cancellation (eg. if payments have been released prior to such a cancellation), and accept the consignment subject to a 25% admin surcharge.
28. (i). If any local purchases were to be made by MSD/SPC to ensure continuity of supply (due to noncompliance of Indent/PO/its' 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 additional 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. 26 (regarding defaulted consignments) and any other direct or indirect additional costs/liquidated damages, relating/consequent to extension of L/C.
31. When adequate storage space is not available at MSD, to accept a delivery defaulted consignment (deviating from the delivery schedule in the Indent/PO/its' amendments) under the condition No. 27, any additional expenses caused to MSD or SPC in arranging temporary external storage and other expenses (eg. demurrage, detention, container storage, re-handling cum transport, etc.) shall be borne by the supplier.

### **Documents & Information**

32. MSD Order No, Item Description, SR No, Batch No., Date of Manufacture, Date of Expiry and product Storage Condition, shall be indicated in all Supply Invoices and detailed Packing Lists.
33. One of the tender samples of the selected bid shall be forwarded to MSD, for using as a reference sample (can make it; a part of the last consignment or a returnable to supplier) for checking the conformity of the consignments received under the indent/PO.(applicable for all surgical items and regular category of laboratory items, when specified in respective order lists).

The Product artwork or dimensional detail diagrams, product Catalogs 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 also 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](http://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](http://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 clause 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 & S.R. No.s, shall be indicated separately against each clause of SOC, with the counter signature of Director (MSD) to make it effective.

**Special Conditions for Bidding :**

1. Offers should be accompanied with the valid registration certificate (Notary Certified) issued by the National Medicines Regulatory Authority in Sri Lanka formerly Cosmetic Devices and Drugs Authority.
2. Offered item should bear our SR number.
3. If awarded supplier is unable to adhere to 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.
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.**

**Comparison of foreign offer and local offer made on Imports & Supply basis will be compared as follows.**

**Local offers which are for Import & Supply basis will be divided by a hypothetical value for comparison of offers against C & F value based on the HS Code of the item as determined by SPC.**

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 Tenders" of the tender document in this regard.**
6. 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. The volume of the total quantity of each item should be given in cubic meters (m<sup>3</sup>).
7. 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.

**Sufficient quantity of Samples should be forwarded for evaluation**

8. The original payment receipt for purchasing the bidding document has to be annexed to the offer. Offers without same will be rejected.
9. Procurement Committee has the authority to decide whether pre-shipment/ pre delivery/post delivery samples to be tested. In such cases the supplier will have to bear the cost of testing samples.
10. 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 submitting 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 (where applicable).
11. The successful supplier should agree to dispatch by fax/courier a full set of copy document to SPC at least 3 days prior to arrival of consignment in Sri Lanka to prevent any delay in clearance.  
Demurrage /additional charges if any which become payable due to supplier's failure to comply with this requirement will be claimed from the supplier.
12. In the event of an award made to you on this tender, SPC reserves 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.

13. 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.
14. The recommended storage mentioned on the product label should be maintained at transit also and storage condition should be clearly showed on Bill of Lading/Airway Bill and invoice.
- 15. 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.**
16. All shipments 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 vessel of the Ceylon Shipping Corporation do not call at the Port of shipment or if they are not available for time by shipment of cargo, in which event the supplier should attached a waiver certificate issued by Ceylon Shipping Corporation or their Authorized Agent in the Supplier's Country.
17. SPC reserves the right to reject offers which do not comply with above conditions.

Please refer Global Bid Document

B: [Global Tender - Bid Document for Pharmaceutical DPC](#)



# PROCUREMENT NOTICE - GLOBAL

## STATE PHARMACEUTICALS CORPORATION OF SRI LANKA

The Chairman, Procurement Committee of the State Pharmaceuticals Corporation of Sri Lanka will receive sealed bids for supply of following items to the Department of Health Services for year 2024-2025.

Bid Number	Closing Date & Time	Item Description	Date of issue of Bidding Documents from	Non-refundable Bid Fee
DHS/P/WW/270/24	24.09.2024 at 9.00 a.m.	3,750,000 Tablets of Bisacodyl Tablet 5mg	13.08.2024	Rs.3,000/= + Taxes

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

Wherever applicable potential bidder/bidders should get registered in terms of the Public Contract Act No.3 of 1987 before collecting the Bidding Documents and also should get the contract registered after the tender is awarded.

All Bids should be accompanied by a Bid Bond as specified in the Bidding Documents.

Sealed Bids may be sent by post under registered cover or may be personally deposited in the box available for this purpose at Administration Department of the State Pharmaceuticals Corporation at "Mehewara Piyasa", 16<sup>th</sup> 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 authorised representatives will be permitted to be present at the time of opening of Bids.

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

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

FAX : 00 94-11- 2344082  
TELEPHONE : 00 94-11- 2326227  
E-MAIL : [pharma.manager@spc.lk](mailto:pharma.manager@spc.lk)

GENERAL MANAGER  
STATE PHARMACEUTICALS CORPORATION OF SRI LANKA  
FOR CHAIRMAN DEPARTMENTAL PROCUREMENT COMMITTEE  
"MEHEWARA PIYASA", 26<sup>TH</sup> FLOOR  
NO. 41, KIRULA ROAD  
COLOMBO 5.



**TENDER NO. : DHS/P/WW/270/24**  
**DATE OF ISSUE : 13<sup>th</sup> August 2024**  
**CLOSING DATE & TIME : 24<sup>th</sup> September 2024 AT 09.00 HOURS SRI LANKA TIME**

**ORDER LIST NO. : 2024/SPC/A/R/P/00082**

<b>SR No.</b>	<b>Item Description/ Specification</b>	<b>Quantity</b>	<b>Delivery</b>
00801201	<b>Bisacodyl Tablet 5mg</b> Bisacodyl tablets BP/USP, 5mg Each enteric-coated tablet to contain 5mg of Bisacodyl BP/USP  Note: 01.The shelf life of the product should be minimum of 24 months	3,750,000 Tablets	3,750,000 Tablets/ Immediately

**Representative Tender samples to be submitted for the evaluation.**

**The amount of Bid Bond: LKR 132,000.00 or USD 437.00.**

**Bid Bond should be submitted with valid up to 22.04.2025 together with the bid**

**Bid should be valid till 23.03.2025.**

**Non refundable Bid Fee Rs. 3,000/= + Taxes** should be paid in cash to SPC for each set of Tender Documents.

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

### **CONDITIONS OF SUPPLY**

#### **(a) Part A**

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, pharmaceutical and 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.

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

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

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

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

**Shelf life & Warrantees.**

7. ~~In the Supply of all Non-consumables; Manufacturer or supplier or local agent shall provide a minimum 02 years warranty period or as specified in the specification, for each such item or its sub components supplied (through the local agent), unless otherwise agreed upon with MSD, prior to awarding the tender. Foreign suppliers of all such items shall have their own local agent in Sri Lanka, capable of providing technical support, repairs & spares, when necessary.~~

**(This condition is not applicable for Pharmaceuticals)**

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 at the MSD stores in case of local supplies) of the product , shall be 85% of the shelf life requested (specified in order/Indent/PO)  
In respect of the items with requested shelf life equals or more than 24 months, any deficit between the residual shelf life and requested shelf , shall not be more that 04 months.

In the violation of the above tender condition, SPC/MSD reserves the right to accept a reduced quantity, that is usable (as per the consumption rate) up to three months before the expiry of same and will subject to application of a penalty (as clause No. 37)

When the shelf life is not specified in the Indent/PO/Item speci. The requeued shelf life shall be considered as , 36 months for surgical items and 24 months for pharma/Laboratory item.

**Standards & Quality**

- 9 Standards; In addition to Pharmacopoeial Standards that are indicated in the item specifications other Pharmacopoeial Standards that are registered a National Medicines Regulatory Authority in Sri Lanka are also acceptable when no bidders have quoted for the standard specified in the item specification.
10. 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 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 & 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 & 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 (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 e waved off, if the quantity in the purchase order is less than 100,000 tablets/capsules(any exemptions to this condition, is notified in the relevant MS order List)
17. Each; innermost pack, vial/ampoule, pre-filled syringe or bottle, shall bear the item Description, SR No, Batch No/Lot no., Reference/Catalogue no.(not for pharmaceuticals), Date of Manufacture, Date of Expiry and 'STATE LOGO' of Government of Sri Lanka.  
It is essential to include and exactly match the dates of Expiry (& date of Manufacture (in any form as 'Year & Month' or 'No Exp.'), in the innermost pack and supplier's invoice.  
***(Applicability of the innermost pack mentioned in this clause shall be adapted as per the pack specified in the specification)***
18. Description of the Item, SR No, Date of Manufacture, Date of Expiry, Batch No, Name and address of manufacturer and 'STATE LOGO' of Sri Lanka Government shall be clearly marked on the outer covering of the individual/innermost pack containing the minimum unit of measure, 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 °C +/- 2 °C 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 cold chain 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 °C, 2-25 °C, 15-20 °C /30 °C, 2-8 °C etc.), supplier shall provide MSD with latest product stability study reports with the invoice of the consignment.(report shall include studies; at 30 °C +/- 2 °C & 75% +/- 5% RH for AC stored items and at 25 °C +/- 2 °C & 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 15<sup>th</sup> December to 10th January** shall be avoided, unless otherwise prior approval has been granted by MSD for such deliveries.
27. Defaulted consignments with respect to delivery schedule shall only be considered for acceptance, subject to a penalty imposed for the delay due to suppliers fault, allowing a grace period up to two weeks. Consignments delivered after that grace period shall be considered for acceptance subject to a penalty to the supplier as described below ;
  - (a). A penalty of 0.5% per day of the consignment value, calculated commencing from the 15th day up to 60th day delay from the due delivery date, as per the indent/PO or its? latest amended delivery schedules.
  - (b). When the delay exceeds 60 days purchase order will be considered as automatically cancelled, on defaulted performance. In such a situation, MSD reserve the right to recover liquidated damages or to revoke the cancellation (eg. if payments have been released prior to such a cancellation), and accept the consignment subject to a 25% admin surcharge.
28. (i). If any local purchases were to be made by MSD/SPC to ensure continuity of supply (due to noncompliance of Indent/PO/its' 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 additional 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 number of the selected bid shall be forwarded to MSD, for using as reference samples (can make it : a part of the last consignment or a returnable to supplier) for checking the conformity of the consignments received under the indent PO.(applicable for all surgical items and regular category of laboratory items, when specified in respective order list)  
The images of the; specimen labels, minimum pack and outer most box/shipper carton, that satisfies the above-mentioned labeling conditions, shall also be provided with 1 dys of releasing the indent by SPC.
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 clause 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**

Conditions of supply specifically applicable for the order list (with SR)

### **Special Conditions for Bidding :**

1. Offers should be accompanied with the valid registration certificate (Notary Certified) issued by the National Medicines Regulatory Authority in Sri Lanka formerly Cosmetic Devices and Drugs Authority.
2. Offered item should bear our SR number.
3. If awarded supplier is unable to adhere to 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.
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.**

**Comparison of foreign offer and local offer made on Imports & Supply basis will be compared as follows.**

**Local offers which are for Import & Supply basis will be divided by a hypothetical value for comparison of offers against C & F value based on the HS Code of the item as determined by SPC.**

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 Tenders" of the tender document in this regard.**
6. 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. The volume of the total quantity of each item should be given in cubic meters (m<sup>3</sup>).
7. 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.  
**Sufficient quantity of Samples should be forwarded for evaluation**
8. The original payment receipt for purchasing the bidding document has to be annexed to the offer. Offers without same will be rejected.
9. Procurement Committee has the authority to decide whether pre-shipment/ pre delivery/post delivery samples to be tested. In such cases the supplier will have to bear the cost of testing samples.
10. 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 submitting 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 (where applicable).
11. The successful supplier should agree to dispatch by fax/courier a full set of copy document to SPC at least 3 days prior to arrival of consignment in Sri Lanka to prevent any delay in clearance. Demurrage /additional charges if any which become payable due to supplier's failure to comply with this requirement will be claimed from the supplier.
12. In the event of an award made to you on this tender, SPC reserves 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.
13. 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.
14. The recommended storage mentioned on the product label should be maintained at transit also and storage condition should be clearly showed on Bill of Lading/Airway Bill and invoice.
15. **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.**
16. All shipments 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 vessel of the Ceylon Shipping Corporation do not call at the Port of shipment or if they are not available for time by shipment of cargo, in which event the supplier should attached a waiver certificate issued by Ceylon Shipping Corporation or their Authorized Agent in the Supplier's Country.
17. SPC reserves the right to reject offers which do not comply with above conditions.

Please refer Global Bid Document

B: [Global Tender - Bid Document for Pharmaceutical DPC](#)



# PROCUREMENT NOTICE - GLOBAL

## STATE PHARMACEUTICALS CORPORATION OF SRI LANKA

The Chairman, Procurement Committee of the State Pharmaceuticals Corporation of Sri Lanka will receive sealed bids for supply of following items to the Department of Health Services for year 2024-2025.

Bid Number	Closing Date & Time	Item Description	Date of issue of Bidding Documents from	Non-refundable Bid Fee
DHS/P/WW/81/23	24.09.2024 at 9.00 a.m.	3,000 Vials of Netilmicin Injection 100mg in 2ml vial	13.08.2024	Rs.3,000/= + Taxes

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

Wherever applicable potential bidder/bidders should get registered in terms of the Public Contract Act No.3 of 1987 before collecting the Bidding Documents and also should get the contract registered after the tender is awarded.

All Bids should be accompanied by a Bid Bond as specified in the Bidding Documents.

Sealed Bids may be sent by post under registered cover or may be personally deposited in the box available for this purpose at Administration Department of the State Pharmaceuticals Corporation at "Mehewara Piyasa", 16<sup>th</sup> 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 authorised representatives will be permitted to be present at the time of opening of Bids.

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

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

FAX : 00 94-11- 2344082  
TELEPHONE : 00 94-11- 2326227  
E-MAIL : [pharma.manager@spc.lk](mailto:pharma.manager@spc.lk)

GENERAL MANAGER  
STATE PHARMACEUTICALS CORPORATION OF SRI LANKA  
FOR CHAIRMAN DEPARTMENTAL PROCUREMENT COMMITTEE  
"MEHEWARA PIYASA", 26<sup>TH</sup> FLOOR  
NO. 41, KIRULA ROAD  
COLOMBO 5.



**TENDER NO. : DHS/P/WW/81/23**  
**DATE OF ISSUE : 13<sup>th</sup> August 2024**  
**CLOSING DATE & TIME : 24<sup>th</sup> September 2024 AT 09.00 HOURS SRI LANKA TIME**

**ORDER LIST NO. : 2023/SPC/N/R/P/00075**

<b><u>SR No.</u></b>	<b><u>Item Description/ Specification</u></b>	<b><u>Quantity</u></b>	<b><u>Delivery</u></b>
00102701	<b>Netilmicin Injection 100mg in 2ml vial</b>  Netilmicin Sulphate Injection 100mg USP in 2ml. Each 2ml vial to contain Netilmicin Sulphate USP 100mg in water for injection BP/USP for intravenous and Intramuscular injection. Note: 1.The product should be stable for 02 years when stored at a temperature range of 28'C-32'C. 2.Each vial should be labeled accordingly.  <b>Packing : 1 vials</b>	3,000 vials	1,500 vials/ Immediately  1,500 Vials/2 months after the 1 <sup>st</sup> Lot

**Representative Tender samples to be submitted for the evaluation.**

**The amount of Bid Bond: LKR 69,669.00 or USD 231.00.**

**Bid Bond should be submitted with valid up to 22.04.2025 together with the bid**

**Bid should be valid till 23.03.2025.**

**Non refundable Bid Fee Rs. 3,000/= + Taxes** should be paid in cash to SPC for each set of Tender Documents.

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

### **CONDITIONS OF SUPPLY**

#### **(a) Part A**

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, pharmaceutical and 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.

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

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

6. The specifications of the product offered in the bid, by the supplier shall match with the tender specifications for the item and **any form of alternate offers 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 consumable; 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 as 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 supplier of all such items shall have their own local agent in Sri Lanka, capable of providing technical support, repairs & 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 at the MSD stores/ Sri Lanka) of the product, shall be 85% of the product shelf life specified in the 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 is 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<sup>th</sup> (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 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 Pharmacopoeial Standards that are indicated in the item specifications, other Pharmacopoeial 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 Pharmaceutical 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 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 & 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 & 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 (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 quantity in the purchase order is less than 100,000 tablets/capsules, with deliveries in one/more lots **or** when an exemption is notified in the Conditions of the relevant MSD order list. **(This clause No. 16 is not applicable for 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., Reference/Catalogue no.(not for pharmaceuticals), Date of Manufacture, Date of Expiry 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 °C +/- 2 °C 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 consignments** 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 cold chain 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 °C, 2-25 °C, 15-20 °C /30 °C, 2-8 °C etc.), supplier shall provide MSD with latest product stability study reports with the invoice of the consignment.(report shall include studies; at 30 °C +/- 2 °C & 75% +/- 5% RH for AC stored items and at 25 °C +/- 2 °C & 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 15<sup>th</sup> December to 10th January** shall be avoided, unless otherwise prior approval has been granted by MSD for such deliveries.
27. Defaulted consignments with respect to delivery schedule shall only be considered for acceptance, subject to a penalty imposed for the delay due to suppliers fault, allowing a grace period up to two weeks. Consignments delivered after that grace period shall be considered for acceptance subject to a penalty to the supplier as described below ;
- (a). A penalty of 0.5% per day of the consignment value, calculated commencing from the 15th day up to 60th day delay from the due delivery date, as per the indent/PO or its? latest amended delivery schedules.
  - (b). When the delay exceeds 60 days purchase order will be considered as automatically cancelled, on defaulted performance. In such a situation, MSD reserve the right to recover liquidated damages or to revoke the cancellation (eg. if payments have been released prior to such a cancellation), and accept the consignment subject to a 25% admin surcharge.
28. (i). If any local purchases were to be made by MSD/SPC to ensure continuity of supply (due to noncompliance of Indent/PO/its' 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 additional 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. 26 (regarding defaulted consignments) and any other direct or indirect additional costs/liquidated damages, relating/consequent to extension of L/C.
31. When adequate storage space is not available at MSD, to accept a delivery defaulted consignment (deviating from the delivery schedule in the Indent/PO/its' amendments) under the condition No. 27, any additional expenses caused to MSD or SPC in arranging temporary external storage and other expenses (eg. demurrage, detention, container storage, re-handling cum transport, etc.) shall be borne by the supplier.

### **Documents & Information**

32. MSD Order No, Item Description, SR No, Batch No., Date of Manufacture, Date of Expiry and product Storage Condition, shall be indicated in all Supply Invoices and detailed Packing Lists.
33. One of the tender samples of the selected bid shall be forwarded to MSD, for using as a reference sample (can make it; a part of the last consignment or a returnable to supplier) for checking the conformity of the consignments received under the indent/PO.(applicable for all surgical items and regular category of laboratory items, when specified in respective order lists).

The Product artwork or dimensional detail diagrams, product Catalogs 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 also 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](http://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](http://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 clause 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 & S.R. No.s, shall be indicated separately against each clause of SOC, with the counter signature of Director (MSD) to make it effective.

**Special Conditions for Bidding :**

1. Offers should be accompanied with the valid registration certificate (Notary Certified) issued by the National Medicines Regulatory Authority in Sri Lanka formerly Cosmetic Devices and Drugs Authority.
2. Offered item should bear our SR number.
3. If awarded supplier is unable to adhere to 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.
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.**

**Comparison of foreign offer and local offer made on Imports & Supply basis will be compared as follows.**

**Local offers which are for Import & Supply basis will be divided by a hypothetical value for comparison of offers against C & F value based on the HS Code of the item as determined by SPC.**

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 Tenders" of the tender document in this regard.**
6. 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. The volume of the total quantity of each item should be given in cubic meters (m<sup>3</sup>).
7. 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.

**Sufficient quantity of Samples should be forwarded for evaluation**

8. The original payment receipt for purchasing the bidding document has to be annexed to the offer. Offers without same will be rejected.
9. Procurement Committee has the authority to decide whether pre-shipment/ pre delivery/post delivery samples to be tested. In such cases the supplier will have to bear the cost of testing samples.
10. 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 submitting 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 (where applicable).
11. The successful supplier should agree to dispatch by fax/courier a full set of copy document to SPC at least 3 days prior to arrival of consignment in Sri Lanka to prevent any delay in clearance.  
Demurrage /additional charges if any which become payable due to supplier's failure to comply with this requirement will be claimed from the supplier.
12. In the event of an award made to you on this tender, SPC reserves 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.

13. 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.
14. The recommended storage mentioned on the product label should be maintained at transit also and storage condition should be clearly showed on Bill of Lading/Airway Bill and invoice.
- 15. 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.**
16. All shipments 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 vessel of the Ceylon Shipping Corporation do not call at the Port of shipment or if they are not available for time by shipment of cargo, in which event the supplier should attached a waiver certificate issued by Ceylon Shipping Corporation or their Authorized Agent in the Supplier's Country.
17. SPC reserves the right to reject offers which do not comply with above conditions.

Please refer Global Bid Document

B: [Global Tender - Bid Document for Pharmaceutical DPC](#)





# PROCUREMENT NOTICE - GLOBAL

## STATE PHARMACEUTICALS CORPORATION OF SRI LANKA

The Chairman, Procurement Committee of the State Pharmaceuticals Corporation of Sri Lanka will receive sealed bids for supply of following items to the Department of Health Services for year 2024-2025.

Bid Number	Closing Date & Time	Item Description	Date of issue of Bidding Documents from	Non-refundable Bid Fee
DHS/P/WW/387/25	24.09.2024 at 9.00 a.m.	10 Ampoules of Dicobalt Edetate Injection 300mg 20ml Ampoules	13.08.2024	Rs.3,000/= + Taxes

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

Wherever applicable potential bidder/bidders should get registered in terms of the Public Contract Act No.3 of 1987 before collecting the Bidding Documents and also should get the contract registered after the tender is awarded.

All Bids should be accompanied by a Bid Bond as specified in the Bidding Documents.

Sealed Bids may be sent by post under registered cover or may be personally deposited in the box available for this purpose at Administration Department of the State Pharmaceuticals Corporation at "Mehewara Piyasa", 16<sup>th</sup> 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 authorised representatives will be permitted to be present at the time of opening of Bids.

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

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

FAX : 00 94-11- 2344082  
TELEPHONE : 00 94-11- 2326227  
E-MAIL : [pharma.manager@spc.lk](mailto:pharma.manager@spc.lk)

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GENERAL MANAGER  
STATE PHARMACEUTICALS CORPORATION OF SRI LANKA  
FOR CHAIRMAN DEPARTMENTAL PROCUREMENT COMMITTEE  
"MEHEWARA PIYASA", 26<sup>TH</sup> FLOOR  
NO. 41, KIRULA ROAD  
COLOMBO 5.

**ANNEX-1**

**TENDER NO. : DHS/P/WW/387/25**  
**DATE OF ISSUE : 13<sup>th</sup> August 2024**  
**CLOSING DATE & TIME : 24<sup>th</sup> September 2024 AT 09.00 HOURS SRI LANKA TIME**

**ORDER LIST NO. : 2025/SPC/N/C/P/00032**

<b><u>SR No.</u></b>	<b><u>Item Description/ Specification</u></b>	<b><u>Quantity</u></b>	<b><u>Delivery</u></b>
01600501	<p><b>Dicobalt Edetate Injection 300mg 20ml Ampoule</b></p> <p>Dicobalt Edetate Injection 300mg 20ml Ampoule Each 20ml ampoule to contain 300mg of Dicobalt Edetate for intravenous use.</p> <p>Note: 1.This injection should be stable for a minimum of 24 months when stored at a temperature range of 28°C-32°C 2.Each ampoule should be labelled accordingly.</p>	10 Ampoules	05 Ampoules/ January 2025  05 Ampoules/ June 2025

**Representative Tender samples to be submitted for the evaluation.**

**The Amount of Bid Bond should be 2% of the total bid value to be submitted along with the Bid, when the value exceeds LKR one million.**

**Bid Bond should be submitted with valid up to 22.04.2025 together with the bid**

**Bid should be valid till 23.03.2025.**

**Non refundable Bid Fee Rs. 3,000/= + Taxes** should be paid in cash to SPC for each set of Tender Documents.

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

**CONDITIONS OF SUPPLY**

**(a) Part A**

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, pharmaceutical and 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.

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

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

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

**Shelf life & Warrantees.**

7. ~~In the Supply of all Non consumables; Manufacturer or supplier or local agent shall provide a minimum 02 years warranty period or as specified in the specification, for each such item or it's sub components supplied (through the local agent), unless otherwise agreed upon with MSD, prior to awarding the tender. Foreign suppliers of all such items shall have their own local agent in Sri Lanka, capable of providing technical support, repairs & spares, when necessary.~~

**(This condition is not applicable for Pharmaceuticals)**

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 at the MSD stores in case of local supplies) of the product , shall be 85% of the shelf life requested (specified in order/Indent/PO)  
In respect of the items with requested shelf life equals or more than 24 months, any deficit between the residual shelf life and requested shelf , shall not be more that 04 months.

In the violation of the above tender condition, SPC/MSD reserves the right to accept a reduced quantity, that is usable (as per the consumption rate) up to three months before the expiry of same and will subject to application of a penalty (as clause No. 37)

When the shelf life is not specified in the Indent/PO/Item speci. The requeded shelf life shall be considered as , 36 months for surgical items and 24 months for pharma/Laboratory item.

**Standards & Quality**

- 9 Standards; In addition to Pharmacopoeial Standards that are indicated in the item specifications other Pharmacopoeial Standards that are registered a National Medicines Regulatory Authority in Sri Lanka are also acceptable when no bidders have quoted for the standard specified in the item specification.
10. 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 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 & 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 & 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 (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 e waved off, if the quantity in the purchase order is less than 100,000 tablets/capsules(any exemptions to this condition, is notified in the relevant MS order List)

17. Each; innermost pack, vial/ampoule, pre-filled syringe or bottle, shall bear the item Description, SR No, Batch No/Lot no., Reference/Catalogue no.(not for pharmaceuticals), Date of Manufacture, Date of Expiry and 'STATE LOGO' of Government of Sri Lanka.

It is essential to include and exactly match the dates of Expiry (& date of Manufacture (in any form as 'Year & Month' or 'No Exp.'), in the innermost pack and supplier's invoice.

***(Applicability of the innermost pack mentioned in this clause shall be adapted as per the pack specified in the specification)***

18. Description of the Item, SR No, Date of Manufacture, Date of Expiry, Batch No, Name and address of manufacturer and 'STATE LOGO' of Sri Lanka Government shall be clearly marked on the outer covering of the individual/innermost pack containing the minimum unit of measure, 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 °C +/- 2 °C 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 cold chain 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 °C, 2-25 °C, 15-20 °C /30 °C, 2-8 °C etc.), supplier shall provide MSD with latest product stability study reports with the invoice of the consignment.(report shall include studies; at 30 °C +/- 2 °C & 75% +/- 5% RH for AC stored items and at 25 °C +/- 2 °C & 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 15<sup>th</sup> December to 10th January** shall be avoided, unless otherwise prior approval has been granted by MSD for such deliveries.

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

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

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

28. (i). If any local purchases were to be made by MSD/SPC to ensure continuity of supply (due to noncompliance of Indent/PO/its' 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 additional 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 number of the selected bid shall be forwarded to MSD, for using as reference samples (can make it : a part of the last consignment or a returnable to supplier) for checking the conformity of the consignments received under the indent PO.(applicable for all surgical items and regular category of laboratory items, when specified in respective order list)  
The images of the; specimen labels, minimum pack and outer most box/shipper carton, that satisfies the above-mentioned labeling conditions, shall also be provided with 1 dys of releasing the indent by SPC.
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](http://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](http://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 clause 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**

Conditions of supply specifically applicable for the order list (with SR)

### **Special Conditions for Bidding :**

1. Offers should be accompanied with the valid registration certificate (Notary Certified) issued by the National Medicines Regulatory Authority in Sri Lanka formerly Cosmetic Devices and Drugs Authority.
2. Offered item should bear our SR number.
3. If awarded supplier is unable to adhere to 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.

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.**

**Comparison of foreign offer and local offer made on Imports & Supply basis will be compared as follows.**

**Local offers which are for Import & Supply basis will be divided by a hypothetical value for comparison of offers against C & F value based on the HS Code of the item as determined by SPC.**

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 Tenders" of the tender document in this regard.**

6. 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. The volume of the total quantity of each item should be given in cubic meters (m<sup>3</sup>).

7. 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.

**Sufficient quantity of Samples should be forwarded for evaluation**

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

9. Procurement Committee has the authority to decide whether pre-shipment/ pre delivery/post delivery samples to be tested. In such cases the supplier will have to bear the cost of testing samples.

10. 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 submitting 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 (where applicable).

11. The successful supplier should agree to dispatch by fax/courier a full set of copy document to SPC at least 3 days prior to arrival of consignment in Sri Lanka to prevent any delay in clearance. Demurrage /additional charges if any which become payable due to supplier's failure to comply with this requirement will be claimed from the supplier.

12. In the event of an award made to you on this tender, SPC reserves 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.

13. 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.

14. The recommended storage mentioned on the product label should be maintained at transit also and storage condition should be clearly showed on Bill of Lading/Airway Bill and invoice.

15. **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.**

16. All shipments 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 vessel of the Ceylon Shipping Corporation do not call at the Port of shipment or if they are not available for time by shipment of cargo, in which event the supplier should attached a waiver certificate issued by Ceylon Shipping Corporation or their Authorized Agent in the Supplier's Country.



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

Please refer Global Bid Documen

B: [Global Tender - Bid Document for Pharmaceutical DPC](#)



# PROCUREMENT NOTICE - GLOBAL

## STATE PHARMACEUTICALS CORPORATION OF SRI LANKA

The Chairman, Procurement Committee of the State Pharmaceuticals Corporation of Sri Lanka will receive sealed bids for supply of following items to the Department of Health Services for year 2024-2025.

Bid Number	Closing Date & Time	Item Description	Date of issue of Bidding Documents from	Non-refundable Bid Fee
DHS/P/WW/386/25	24.09.2024 at 9.00 a.m.	6,000 Vials of Clotrimazole 1% with Lidocaine 2% w/v Ear drops 10ml-20ml Dropper Bottle	13.08.2024	Rs.3,000/= + Taxes

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

Wherever applicable potential bidder/bidders should get registered in terms of the Public Contract Act No.3 of 1987 before collecting the Bidding Documents and also should get the contract registered after the tender is awarded.

All Bids should be accompanied by a Bid Bond as specified in the Bidding Documents.

Sealed Bids may be sent by post under registered cover or may be personally deposited in the box available for this purpose at Administration Department of the State Pharmaceuticals Corporation at "Mehewara Piyasa", 16<sup>th</sup> 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 authorised representatives will be permitted to be present at the time of opening of Bids.

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

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

FAX : 00 94-11- 2344082  
TELEPHONE : 00 94-11- 2326227  
E-MAIL : [pharma.manager@spc.lk](mailto:pharma.manager@spc.lk)

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GENERAL MANAGER  
STATE PHARMACEUTICALS CORPORATION OF SRI LANKA  
FOR CHAIRMAN DEPARTMENTAL PROCUREMENT COMMITTEE  
"MEHEWARA PIYASA", 26<sup>TH</sup> FLOOR  
NO. 41, KIRULA ROAD  
COLOMBO 5.

**TENDER NO. : DHS/P/WW/386/25**  
**DATE OF ISSUE : 13<sup>th</sup> August 2024**  
**CLOSING DATE & TIME : 24<sup>th</sup> September 2024 AT 09.00 HOURS SRI LANKA TIME**

**ORDER LIST NO. : 2025/SPC/N/R/P/00006**

<b>SR No.</b>	<b>Item Description/ Specification</b>	<b>Quantity</b>	<b>Delivery</b>
01000401	<b>Clotrimazole 1% with Lidocaine 2% w/v Ear drops 15mL-20mL Dropper bottle</b>  Clotrimazole 1% w/v with Lidocaine 2% w/v Ear drops 15mL-20mL Dropper bottle Each 15mL-20mL dropper bottle to contain sterile solution of Clotrimazole BP/USP 1% w/v with 2% w/v Lidocaine BP/USP. Note: 1.The tamper-evident dropper bottle should assure the sterility of the product. 2.Each bottle should be packed in light-resistant boxes. 3.Product should be stable for a minimum of 02 years when stored at a temperature range of 28'C-32'C. 4.Each bottle should be labelled accordingly.	6,000 Vials	6,000 Vials/ July 2025

**Representative Tender samples to be submitted for the evaluation.**

**The Amount of Bid Bond should be 2% of the total bid value to be submitted along with the Bid, when the value exceeds LKR one million.**

**Bid Bond should be submitted with valid up to 22.04.2025 together with the bid**

**Bid should be valid till 23.03.2025.**

**Non refundable Bid Fee Rs. 3,000/= + Taxes** should be paid in cash to SPC for each set of Tender Documents.

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

### **CONDITIONS OF SUPPLY**

#### **(a) Part A**

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, pharmaceutical and 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.

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

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

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

**Shelf life & Warrantees.**

7. ~~In the Supply of all Non consumables; Manufacturer or supplier or local agent shall provide a minimum 02 years warranty period or as specified in the specification, for each such item or it's sub components supplied (through the local agent), unless otherwise agreed upon with MSD, prior to awarding the tender. Foreign suppliers of all such items shall have their own local agent in Sri Lanka, capable of providing technical support, repairs & spares, when necessary.~~

**(This condition is not applicable for Pharmaceuticals)**

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 at the MSD stores in case of local supplies) of the product , shall be 85% of the shelf life requested (specified in order/Indent/PO)  
In respect of the items with requested shelf life equals or more than 24 months, any deficit between the residual shelf life and requested shelf , shall not be more that 04 months.

In the violation of the above tender condition, SPC/MSD reserves the right to accept a reduced quantity, that is usable (as per the consumption rate) up to three months before the expiry of same and will subject to application of a penalty (as clause No. 37)

When the shelf life is not specified in the Indent/PO/Item speci. The requeued shelf life shall be considered as , 36 months for surgical items and 24 months for pharma/Laboratory item.

**Standards & Quality**

9. Standards; In addition to Pharmacopoeial Standards that are indicated in the item specifications other Pharmacopoeial Standards that are registered a National Medicines Regulatory Authority in Sri Lanka are also acceptable when no bidders have quoted for the standard specified in the item specification.
10. 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 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 & 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 & 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 (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 e waved off, if the quantity in the purchase order is less than 100,000 tablets/capsules(any exemptions to this condition, is notified in the relevant MS order List)
17. Each; innermost pack, vial/ampoule, pre-filled syringe or bottle, shall bear the item Description, SR No, Batch No/Lot no., Reference/Catalogue no.(not for pharmaceuticals), Date of Manufacture, Date of Expiry and 'STATE LOGO' of Government of Sri Lanka.
 

It is essential to include and exactly match the dates of Expiry (& date of Manufacture (in any form as 'Year & Month' or 'No Exp.'), in the innermost pack and supplier's invoice.

***(Applicability of the innermost pack mentioned in this clause shall be adapted as per the pack specified in the specification)***
18. Description of the Item, SR No, Date of Manufacture, Date of Expiry, Batch No, Name and address of manufacturer and 'STATE LOGO' of Sri Lanka Government shall be clearly marked on the outer covering of the individual/innermost pack containing the minimum unit of measure, 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 °C +/- 2 °C 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 cold chain 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 °C, 2-25 °C, 15-20 °C /30 °C, 2-8 °C etc.), supplier shall provide MSD with latest product stability study reports with the invoice of the consignment.(report shall include studies; at 30 °C +/- 2 °C & 75% +/- 5% RH for AC stored items and at 25 °C +/- 2 °C & 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 15<sup>th</sup> December to 10th January** shall be avoided, unless otherwise prior approval has been granted by MSD for such deliveries.

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

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

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

28. (i). If any local purchases were to be made by MSD/SPC to ensure continuity of supply (due to noncompliance of Indent/PO/its' 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 additional 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 number of the selected bid shall be forwarded to MSD, for using as reference samples (can make it : a part of the last consignment or a returnable to supplier) for checking the conformity of the consignments received under the indent PO.(applicable for all surgical items and regular category of laboratory items, when specified in respective order list)  
The images of the; specimen labels, minimum pack and outer most box/shipper carton, that satisfies the above-mentioned labeling conditions, shall also be provided with 1 dys of releasing the indent by SPC.
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](http://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](http://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 clause 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**

Conditions of supply specifically applicable for the order list (with SR)

### **Special Conditions for Bidding :**

1. Offers should be accompanied with the valid registration certificate (Notary Certified) issued by the National Medicines Regulatory Authority in Sri Lanka formerly Cosmetic Devices and Drugs Authority.
2. Offered item should bear our SR number.
3. If awarded supplier is unable to adhere to 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.



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.**

**Comparison of foreign offer and local offer made on Imports & Supply basis will be compared as follows.**

**Local offers which are for Import & Supply basis will be divided by a hypothetical value for comparison of offers against C & F value based on the HS Code of the item as determined by SPC.**

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 Tenders" of the tender document in this regard.**

6. 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. The volume of the total quantity of each item should be given in cubic meters (m<sup>3</sup>).

7. 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.

**Sufficient quantity of Samples should be forwarded for evaluation**

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

9. Procurement Committee has the authority to decide whether pre-shipment/ pre delivery/post delivery samples to be tested. In such cases the supplier will have to bear the cost of testing samples.

10. 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 submitting 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 (where applicable).

11. The successful supplier should agree to dispatch by fax/courier a full set of copy document to SPC at least 3 days prior to arrival of consignment in Sri Lanka to prevent any delay in clearance. Demurrage /additional charges if any which become payable due to supplier's failure to comply with this requirement will be claimed from the supplier.

12. In the event of an award made to you on this tender, SPC reserves 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.

13. 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.

14. The recommended storage mentioned on the product label should be maintained at transit also and storage condition should be clearly showed on Bill of Lading/Airway Bill and invoice.

15. **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.**

16. All shipments 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 vessel of the Ceylon Shipping Corporation do not call at the Port of shipment or if they are not available for time by shipment of cargo, in which event the supplier should attached a waiver certificate issued by Ceylon Shipping Corporation or their Authorized Agent in the Supplier's Country.

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

Please refer Global Bid Document

B: [Global Tender - Bid Document for Pharmaceutical DPC](#)



# PROCUREMENT NOTICE - GLOBAL

## STATE PHARMACEUTICALS CORPORATION OF SRI LANKA

The Chairman, Procurement Committee of the State Pharmaceuticals Corporation of Sri Lanka will receive sealed bids for supply of following items to the Department of Health Services for year 2024-2025.

Bid Number	Closing Date & Time	Item Description	Date of issue of Bidding Documents from	Non-refundable Bid Fee
DHS/P/WW/78/23	24.09.2024 at 9.00 a.m.	3,000 Bottles of Fat Emulsion Injection 20%, 100ml Bottle	13.08.2024	Rs.3,000/= + Taxes
DHS/P/WW/79/23	24.09.2024 at 9.00 a.m.	75,000g of Precipitated Sulphur Powder	13.08.2024	Rs.3,000/= + Taxes
DHS/P/WW/80/23	24.09.2024 at 9.00 a.m.	6,000 Tablets of Estradiol Valerate Tablet 2mg	13.08.2024	Rs.3,000/= + Taxes
DHS/P/WW/81/23	24.09.2024 at 9.00 a.m.	3,000 Vials of Netilmicin Injection 100mg in 2ml vial	13.08.2024	Rs.3,000/= + Taxes
DHS/P/WW/270/24	24.09.2024 at 9.00 a.m.	3,750,000 Tablets of Bisacodyl Tablet 5mg	13.08.2024	Rs.3,000/= + Taxes
DHS/P/WW/271/24	24.09.2024 at 9.00 a.m.	2,200 vials of Dexmedetomidine HCL Inj. 200mcg/2ml vial	13.08.2024	Rs.3,000/= + Taxes
DHS/P/WW/386/25	24.09.2024 at 9.00 a.m.	6,000 Vials of Clotrimazole 1% with Lidocaine 2% w/v Ear drops 10ml-20ml Dropper Bottle	13.08.2024	Rs.3,000/= + Taxes
DHS/P/WW/387/25	24.09.2024 at 9.00 a.m.	10 Ampoules of Dicobalt Edetate Injection 300mg 20ml Ampoules	13.08.2024	Rs.3,000/= + Taxes
DHS/P/WW/388/25	24.09.2024 at 9.00 a.m.	3,000 tablets of Oxymetholone ablet 50mg	13.08.2024	Rs.3,000/= + Taxes
DHS/P/WW/NP/B/04/24	24.09.2024 at 9.00 a.m.	1,460 Tablets of Tenofovir Disoproxil Fumarate Tablets 300mg	13.08.2024	Rs.3,000/= + Taxes
DHS/P/WW/NP/B/05/24	24.09.2024 at 9.00 a.m.	17,747 Tablets of Tolvaptan Tablet 15mg	13.08.2024	Rs.12,500/= + Taxes

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

Wherever applicable potential bidder/bidders should get registered in terms of the Public Contract Act No.3 of 1987 before collecting the Bidding Documents and also should get the contract registered after the tender is awarded.

All Bids should be accompanied by a Bid Bond as specified in the Bidding Documents.

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

**Bids will be closed at the Head office of the State Pharmaceuticals Corporation on the dates and time mentioned above and will be opened immediately thereafter.**

Bidders or their authorized representatives will be permitted to be present at the time of opening of Bids.

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

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

FAX : 00 94-11- 2344082  
TELEPHONE : 00 94-11- 2326227  
E-MAIL : [pharma.manager@spc.lk](mailto:pharma.manager@spc.lk)



# PROCUREMENT NOTICE - GLOBAL

## STATE PHARMACEUTICALS CORPORATION OF SRI LANKA

The Chairman, Procurement Committee of the State Pharmaceuticals Corporation of Sri Lanka will receive sealed bids for supply of following items to the Department of Health Services for year 2024-2025.

Bid Number	Closing Date & Time	Item Description	Date of issue of Bidding Documents from	Non-refundable Bid Fee
DHS/P/WW/388/25	24.09.2024 at 9.00 a.m.	3,000 tablets of Oxymetholone ablet 50mg	13.08.2024	Rs.3,000/= + Taxes

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

FAX : 00 94-11- 2344082  
TELEPHONE : 00 94-11- 2326227  
E-MAIL : [pharma.manager@spc.lk](mailto:pharma.manager@spc.lk)

GENERAL MANAGER  
STATE PHARMACEUTICALS CORPORATION OF SRI LANKA  
FOR CHAIRMAN DEPARTMENTAL PROCUREMENT COMMITTEE  
"MEHEWARA PIYASA", 26<sup>TH</sup> FLOOR  
NO. 41, KIRULA ROAD  
COLOMBO 5.

**TENDER NO. : DHS/P/WW/388/25**  
**DATE OF ISSUE : 13<sup>th</sup> August 2024**  
**CLOSING DATE & TIME : 24<sup>th</sup> September 2024 AT 09.00 HOURS SRI LANKA TIME**

**ORDER LIST NO. : 2025/SPC/N/R/P/00020**

<b><u>SR No.</u></b>	<b><u>Item Description/ Specification</u></b>	<b><u>Quantity</u></b>	<b><u>Delivery</u></b>
00404301	<p><b>Oxymetholone Tablet 50mg</b></p> <p>Oxymetholone Tablet BP/USP 50mg            Each tablet to contains 50mg of Oxymetholone BP/USP            Note:            01.The shelf life of the product should be minimum of 24 months.            02.product should be kept free from contact with ferrous metals and protected from light.</p>	3,000 Tablets	<p>1,000 Tablets/ January 2025</p> <p>1,000 Tablets/ April 2025</p> <p>1,000 Tablets/ August 2025</p>

**Representative Tender samples to be submitted for the evaluation.**

**The Amount of Bid Bond should be 2% of the total bid value to be submitted along with the Bid, when the value exceeds LKR one million.**

**Bid Bond should be submitted with valid up to 22.04.2025 together with the bid**

**Bid should be valid till 23.03.2025.**

**Non refundable Bid Fee Rs. 3,000/= + Taxes** should be paid in cash to SPC for each set of Tender Documents.

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

### **CONDITIONS OF SUPPLY**

#### **(a) Part A**

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, pharmaceutical and 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.

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

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

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

#### **Shelf life & Warrantees.**

7. ~~In the Supply of all Non consumables; Manufacturer or supplier or local agent shall provide a minimum 02 years warranty period or as specified in the specification, for each such item or it's sub components supplied (through the local agent), unless otherwise agreed upon with MSD, prior to awarding the tender. Foreign suppliers of all such items shall have their own local agent in Sri Lanka, capable of providing technical support, repairs & spares, when necessary.~~

**(This condition is not applicable for Pharmaceuticals)**

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 at the MSD stores in case of local supplies) of the product , shall be 85% of the shelf life requested (specified in order/Indent/PO)  
In respect of the items with requested shelf life equals or more than 24 months, any deficit between the residual shelf life and requested shelf , shall not be more that 04 months.

In the violation of the above tender condition, SPC/MSD reserves the right to accept a reduced quantity, that is usable (as per the consumption rate) up to three months before the expiry of same and will subject to application of a penalty (as clause No. 37)

When the shelf life is not specified in the Indent/PO/Item speci. The requested shelf life shall be considered as , 36 months for surgical items and 24 months for pharma/Laboratory item.

#### **Standards & Quality**

- 9 Standards; In addition to Pharmacopoeial Standards that are indicated in the item specifications other Pharmacopoeial Standards that are registered a National Medicines Regulatory Authority in Sri Lanka are also acceptable when no bidders have quoted for the standard specified in the item specification.
10. 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 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 & 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 & 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 (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 e waved off, if the quantity in the purchase order is less than 100,000 tablets/capsules(any exemptions to this condition, is notified in the relevant MS order List)

17. Each; innermost pack, vial/ampoule, pre-filled syringe or bottle, shall bear the item Description, SR No, Batch No/Lot no., Reference/Catalogue no.(not for pharmaceuticals), Date of Manufacture, Date of Expiry and 'STATE LOGO' of Government of Sri Lanka.

It is essential to include and exactly match the dates of Expiry (& date of Manufacture (in any form as 'Year & Month' or 'No Exp.'), in the innermost pack and supplier's invoice.

***(Applicability of the innermost pack mentioned in this clause shall be adapted as per the pack specified in the specification)***

18. Description of the Item, SR No, Date of Manufacture, Date of Expiry, Batch No, Name and address of manufacturer and 'STATE LOGO' of Sri Lanka Government shall be clearly marked on the outer covering of the individual/innermost pack containing the minimum unit of measure, 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 °C +/- 2 °C 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 cold chain 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 °C, 2-25 °C, 15-20 °C /30 °C, 2-8 °C etc.), supplier shall provide MSD with latest product stability study reports with the invoice of the consignment.(report shall include studies; at 30 °C +/- 2 °C & 75% +/- 5% RH for AC stored items and at 25 °C +/- 2 °C & 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 15<sup>th</sup> December to 10th January** shall be avoided, unless otherwise prior approval has been granted by MSD for such deliveries.

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

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

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

28. (i). If any local purchases were to be made by MSD/SPC to ensure continuity of supply (due to noncompliance of Indent/PO/its' 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 additional 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 number of the selected bid shall be forwarded to MSD, for using as reference samples (can make it : a part of the last consignment or a returnable to supplier) for checking the conformity of the consignments received under the indent PO.(applicable for all surgical items and regular category of laboratory items, when specified in respective order list)  
The images of the; specimen labels, minimum pack and outer most box/shipper carton, that satisfies the above-mentioned labeling conditions, shall also be provided with 1 dys of releasing the indent by SPC.
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](http://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](http://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 clause 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**

Conditions of supply specifically applicable for the order list (with SR)

### **Special Conditions for Bidding :**

1. Offers should be accompanied with the valid registration certificate (Notary Certified) issued by the National Medicines Regulatory Authority in Sri Lanka formerly Cosmetic Devices and Drugs Authority.
2. Offered item should bear our SR number.
3. If awarded supplier is unable to adhere to 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.

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.**

**Comparison of foreign offer and local offer made on Imports & Supply basis will be compared as follows.**

**Local offers which are for Import & Supply basis will be divided by a hypothetical value for comparison of offers against C & F value based on the HS Code of the item as determined by SPC.**

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 Tenders" of the tender document in this regard.**

6. 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. The volume of the total quantity of each item should be given in cubic meters (m<sup>3</sup>).

7. 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.

**Sufficient quantity of Samples should be forwarded for evaluation**

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

9. Procurement Committee has the authority to decide whether pre-shipment/ pre delivery/post delivery samples to be tested. In such cases the supplier will have to bear the cost of testing samples.

10. 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 submitting 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 (where applicable).

11. The successful supplier should agree to dispatch by fax/courier a full set of copy document to SPC at least 3 days prior to arrival of consignment in Sri Lanka to prevent any delay in clearance. Demurrage /additional charges if any which become payable due to supplier's failure to comply with this requirement will be claimed from the supplier.

12. In the event of an award made to you on this tender, SPC reserves 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.

13. 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.

14. The recommended storage mentioned on the product label should be maintained at transit also and storage condition should be clearly showed on Bill of Lading/Airway Bill and invoice.

15. **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.**

16. All shipments 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 vessel of the Ceylon Shipping Corporation do not call at the Port of shipment or if they are not available for time by shipment of cargo, in which event the supplier should attached a waiver certificate issued by Ceylon Shipping Corporation or their Authorized Agent in the Supplier's Country.

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

Please refer Global Bid Document

B: [Global Tender - Bid Document for Pharmaceutical DPC](#)