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 2026.

Bid Number	Closing Date & Time	Item Description	Date of issue of Bidding Documents from	Non-refundable Bid Fee
DHS/P/NCB/33/2023	12.03.2026 at 9.00 a.m.	240,000 Ampoules of Pethidine Hydrochloride (Meperidine) Injection 50mg Ampoule	26.02.2026	Rs. 3,500/= + 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", 16th 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", 16th Floor, No. 41, Kirula Road, Colombo 5, Sri Lanka.

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

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

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

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

FAX : 00 94-11- 2344082
TELEPHONE : 00 94-11- 2326227
E-MAIL : pharma.manager@spc.lk

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

PROCUREMENT DOCUMENT FOR INVITATION OF NATIONAL COMPETITIVE BIDDING (NCB) FOR THE SUPPLY OF PHARMACEUTICALS,

PROCUREMENT NO. / PROCUREMENT REFERENCE : DHS/P/NCB/33/2026
CLOSING AT 9.00 am SRI LANKA TIME ON: 12.03.2026

TERMS AND CONDITIONS OF BID/INSTRUCTIONS TO BIDDERS

01. INTRODUCTION

01.1 The State Pharmaceuticals Corporation (SPC) of Sri Lanka is a fully Sri Lanka Government owned organization engaged in the procurement of Pharmaceuticals,
Surgical Consumables, Surgical non-consumables, Laboratory Items, Reagents and Raw materials etc., for its own stocks and distribution for use in all Government Hospitals of the Department of Health Services, and hospitals under the provincial Councils through Medical Supplies Division (MSD).

01.2 All products imported into Sri Lanka should be registered with the National Medicines Regulatory Authority (NMRA) of Sri Lanka, where applicable.
Therefore, all prospective Bidders should advise their Local Representatives to attend to such Registration.

01.3 All prospective bidders are advised to read and understand the following terms & conditions covering this Bid as no plea of lack of information or insufficient information will be entertained after closing of Bids.

02. INVITATION TO BID

02.1 The Chairman, Procurement Committee, State Pharmaceuticals Corporation of Sri Lanka will receive sealed Bids, for the procurement of the pharmaceuticals & Surgical Consumables, Surgical non-Consumables, laboratory Items, reagents & raw material etc. given in the **Annexure – 1** and deadline for the submission of bids will be as specified therein.

02.2 Foreign and Local Manufacturers/ Suppliers or their Accredited Agents/ Representatives for Sri Lankan Market are eligible to bid. If Bidder is not the manufacturer, bidder should provide valid Letter of Authorization from the

manufacturer.

02.3 The item/items offered should have a valid registration from NMRA where applicable & same should be attached to the Bid.

02.4 The Bids from local manufacturers/suppliers should be inclusive of Supply & Delivery within Colombo Municipal Limits to Medical Supplies Division.

02.5 This Procurement is covered by Procurement Guideline 2024 (Goods, works & non consulting Services) and Guidelines for Procurement of Pharmaceuticals and Medical Devices of a consumable nature 2022 issued by the Ministry of Finance, Economic Stabilization and National policies Ministry of Health of Government of Sri Lanka, subject to modification and/or amendments made into it or will be made in to it, by the respective authorities from time to time.

02.6 The Bidders could quote for one or more items indicated in the **Annexure– 1** and they could submit only one Bid for each item/items.

NOTE: If supplier / Bidder is providing a copy of Letter of Authorization, NMRA Registration certificate; same should be attested by an Attorney at Law or Notary Public, as the provided a document is a "true copy of the original seen by him/her".

3. SUBMISSION OF BID

03.1 Bids shall be submitted in two envelops one Original and one Duplicate sealed separately and marked as 'Original' and 'Duplicate' respectively. Both envelopes shall together be enclosed in one envelope sealed and addressed to: The Chairman, Departmental Procurement Committee, State Pharmaceuticals Corporation of Sri Lanka, "Mehewara Piyasa", 16th Floor, No.41, Kirula Road, Colombo 05, Sri Lanka.

03.2 Sealed Bids, may be dispatched either by registered post to the address given above or deposited in the Tender Box kept for the purpose at the Administration Department of the above address to receive on or before the closing date and time.

03.3 Fax/E-mail offers directly sent to State Pharmaceuticals Corporation are not acceptable.

03.4 The left hand top-corner of the envelope should indicate the Bid reference and the closing date and time of bid.

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

03.6 Bids should be received on or before the closing date and time specified in Annexure1. Late Bids will not be accepted and will be returned unopened.

03.7 The Corporation shall NOT accept responsibility for the Bid misplacements or premature opening of bids if the cover has not been marked as given above, (Para 03.5) and/ or not deposited in the correct Tender box.

03.8 Sealed samples with the correct Bid reference should be sent to SPC to be received on or before the closing date & time on the closing date of Bid, as specified in para 2.1 and acknowledgement receipt to be obtained from the Administration Department of SPC, and the receipt should be attached to the bid. Samples should be sent separately and should not be enclosed with the bid. (Even past suppliers other than the present supplier are liable to submit representative samples as specified therein.), Bid evaluation committee may consider calling samples after closing of tender if necessary.

03.9 Bidder should certify genuineness of all the documents submitted with the bid by an affidavit. It is necessary to list out each and every document attached to the bid in the said affidavit.

NOTE:
01. Bids should be submitted as per the format given in the bid document of SPC (Annexure 2A and 2B)
02. The items offered should strictly be in compliance with the specifications at Annexure 1. **03. All bidders shall furnish an unconditional Bid Bond, encashable on demand, to the value specified in Annexure 1.** **04. The Bids that do not conform or non-responsive to the Terms and Conditions given herewith, will be rejected.** **05. Bid Bond should be addressed to Chairman State Pharmaceuticals Corporation**

4. FORMAT OF BID

04.1 Bids should be submitted according to the format given in **Annexure 2A & 2B.**

04.2 Offered items should bear both the SR number and the Item number.

04.3 However at the Bid opening, only the item number will be read out. Therefore, price quoted should be shown against each item number.

04.4 Bids which are not in the prescribed format or are not in strict conformity with the terms, conditions and specification laid-down in this Bid shall be rejected.

04.5 The Bid shall contain no interlineations, or even writing except as necessary to correct errors made by the Bidder - in which case such corrections shall be initialed by the person or persons signing the bid.

04.6 All Bids, literature etc., should be in the English Language.

04.7 The Relevant Procurement committee reserves the right to reject any bid which do not conform to the specifications given and/ or not responsive in any manner at any time, if such non-conformity or non-responsiveness disclosed.

04.8 Bids should be signed by the principal bidder or by a personnel authorized by the principal bidder through a Power of Attorney or a Board Resolution authorizing the signatory to **sign the Form of Bid name and designation**. The original or a duly certified copy of such Power of Attorney or the Board resolution should be submitted along with the bid.

If the Power of Attorney is executed in Sri Lanka. It shall be executed before two witnesses and attested by a Notary Public.
Or
Any Power of Attorney executed outside Sri Lanka, it shall be executed before two witnesses and ambassador or a high commissioner, or a diplomatic officer or a consular officer or a person (Attorney-at-Law) who is authorized to attest such power of attorney according to the law of relevant country.

And

Any Power of Attorney shall be duly registered with the Registrar General's Department of Sri Lanka.

In the case of a Joint Venture (JV), the JV agreement or a letter indication the intension to form a JV shall be submitted, In the case of a sole proprietorship, the Form o Bid shall be signed by the sole proprietor. In the case of a partnership, if the Form of Bid is not signed by all partners, it shall be accompanied by a Power of Attorney signed by the non-signing partners authorizing the signing partners. In the case of a Company limited by liability, the for of Bid shall be signed by a person authorized by a Board Resolution.

NOTE:

1. ***Any Document stipulated in the Procurement Guideline 2024 Goods works & Non consultant Services and Guidelines for Procurement of Pharmaceuticals and medical Devices of a consumable nature 2022 (including power of attorney) should be submitted at the time of bidding.***

2. ***A letter of authorization should be submitted during the procurement process before awarding the contract***

3. ***Scan document will be accepted at the time of bidding; however, original document (with a wet ink signature) should be submitted during the procurement process before awarding the contract.***

05. BID FEE

A non-refundable fee as indicated in **Annexure1** should be paid in cash to SPC for each set of Bidding documents.

06. VALIDITY OF OFFER

06.1 Bidders should keep their offers valid for acceptance for a period of at least **180 days** (one hundred and eighty days) from the date of closing of Bid. Or Date until which the Bid should be valid as indicated in the **Annexure I**. No increase in price will be permitted after opening of bid.

06.2 However, the relevant PC may solicit the bidder's consent to extend validity of offer and if the bidder agrees to such request, the validity of the Bid Bond should also be extended accordingly. The bidder will not be permitted to modify or amend his bid if validity is extended.

07. BID OPENING

07.1 Bids will be opened immediately after closing, at the Head Office of the State Pharmaceuticals Corporation at "Mehewara Piyasa", 16th Floor, No.41, Kirula Road, Colombo 5, Sri Lanka at the date and time specified in **Annexure 1**.

07.2 The bidder or their authorized representatives will be permitted to be present at the opening of Bids.

07.3 Only the bid marked 'Original' will be opened at the time of Bid opening.

07.4 The Bid Opening Committee who opens the bids will read out (or cause to be read out) to those present, the name of each Bidder as well as the amount quoted together with discounts, if any.

07.5 Whether or not a Bid Bond has been submitted, and the amount of Bid Bond if submitted shall also be announced. Details of the make-up of any Bid will not be read out.

07.6 Any other detail which the Bid Opening Committee determines as necessary will be read out.

08. BONDS/GUARANTEES

(a) Bid Bond

08.1 Bidders should furnish an unconditional Bid Bond addressed to the Chairman SPC as per **Annexure 3** encashable on first written demand to the value stated against each item in the **Annexure 1** of the Bidding Document.
Bid Bond should be submitted together with the Bid or to reach SPC on or before the closing date and time of Bid. Bids submitted without Bid Bonds, will not be considered.

08.2 The Bid Bond should be valid for at least 30 days beyond the validity of the Bid. The amount of bid bond and the date until which the bid should be valid is indicated in the **Annexure 1.**

08.3 The Bid Bond shall be as per specimen at **Annexure 3** and shall be issued by one of the following institutions, in Sri Lankan Rupees (LKR).

a) A local commercial bank approved by the Central Bank of Sri Lanka, which is operating in Sri Lanka.
b) A foreign commercial bank operating in Sri Lanka, which is approved by the Central Bank of Sri Lanka.
c) A foreign bank operating outside of Sri Lanka, provided that the relevant Bank Guarantee is confirmed by a local or foreign bank operating in Sri Lanka, which is approved by the Central Bank of Sri Lanka.

d) A cash deposit equivalent to the Bid Bond value stated against each item in Annexure 1 can be submitted as bid security. In such instances where a cash deposit is made by the bidder, the original receipt of the deposit must be submitted along with the bid.

08.4 Bids which do not comply with this requirement will be rejected. As per para 06.2, if relevant Procurement Committee make a request to extend the validity of the Bid Bond the bidder may have to honor that request.

(b) PERFORMANCE BOND

08.5 The successful Bidder shall within 14 days from the notification of award should submit an unconditional Performance Bond addressed to Chairman SPC, up to 10% of the total value of award.

Failure to comply with this request shall constitute sufficient grounds for the Corporation to cancel such award and forfeit the Bid Bond/Security.

08.6 However, the State Pharmaceuticals Corporation Procurement Committee, reserves the Right to increase the required Performance Bond at their discretion.

08.7 The Performance Bond shall be as per specimen **Annexure 4 -** and shall be issued by one of the institutions given at para 8.3.

08.8 Claims on the Performance Bond will be made by the Corporation on the very first instance the supplier fails to comply with the terms and conditions of Bid/Indent/Agreement and L/C.

08.9 In case of forfeiture of Performance Bond on delaying delivery of the 1st lot, the supply of subsequent Lots (if any) should be decided with the consent of relevant Procurement Committee Provided the supplier submits a fresh Bond for 10% of contract value.

NOTE:

1. **Validity of the Performance Bond should be minimum 30days beyond the last delivery date stipulated in the Indent. In the event of any extension request by SPC, supplier should comply.**

2. **All the performance Bond should be addressed to Chairman State Pharmaceuticals Corporation of Sri Lanka.**

09. FORCE MAJEURE

Please See **Annexure 6** Clause No 18 Under force Majeure.

10. ASSIGNMENT OF CONTRACT

No Contract may be assigned or sublet without due authority. The State Pharmaceuticals Corporation reserves itself the right to refuse to recognize a Power of Attorney issued by the Contractor to any other party authorizing such party to carry on the contract on the contractor's behalf.

11. FRESH STOCKS (Where Applicable)

11.1 Supplies should be from fresh stocks manufactured recently conforming to the stipulated specifications and shelf life in Annexure1. However, shelf life remaining at the time of receipt of goods at Medical Supplies Division, Sri Lanka should be greater than **85%** out of the total shelf life of the product.

11.2 Corporation reserves the right to call for free replacement of goods supplied with inadequate residual shelf life, or reject such consignment and refrain from its clearance from the Port.

11.3 Please See **Annexure 6** under Clause No 02 "Goods"

12. FREE REPLCEMENTS / REIMBURSEMENTS

12.1. Please see clause No. 3 in **Annexure No. 6** under **"Reimbursement or replacement of cost due to quality issues"**.

13. DELIVERY:

Please see clause no. 7 in **Annexure No. 6** under **"Terms of Delivery"**.

14. PACKING & STORAGE/ CONDITIONS

Please see Clause No. 04 in **Annexure No. 6**, under **"Packing / storage and Temperature (where applicable)".**

15. LABELLING

Please see Clouse No. 5 & 6 in **Annexure No. 6** under "labelling where applicable".

16. BID PRICE & CURRENCY

16.1 All bidders should quote the prices in Sri Lankan rupees (LKR)

NOTE:

Bid for the supply of goods, Manufactured in Sri Lanka could Be quoted in terms of para 2.4. Quantum of Domestic Preference will be governed by the circulars and guide lines of the General Treasury applicable at the Bid closure (Annexure7). All bidders offering goods manufactured in Sri Lanka should complete and submit enclosed with "Domestic Value-added form" along with Annexure 5. Bidders should support their claims to Domestic Preference with documentary proof.

Domestic Preference shall not be applicable for the procurement under limited national competitive bidding.

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

17. COUNTRY OF ORIGIN AND NAME OF MANUFACTURER

17.1 The Country of Origin and Name of Manufacturer should be given in the quotation for each item offered.

18. QUALITY CERTIFICATE (WHERE APPLICABLE)

18.1 (a) Corporation reserves the right to nominate Independent Competent Authorities for the issue of pre-shipment Certification (Certificate of Quality, Quantity and Loading). In such an event, the cost of such certification must be borne by the supplier and should be included in the Bid **(Annexure 2B).**

(b) The Secretary, Ministry of Health, Sri Lanka reserves the right to nominate suitable persons to inspect the production and quality control facilities of bidders and manufacturers and their records. Bidders, who refuse permission to our nominees to carry out such an audit will be automatically disqualified.

(c) The expenses involved in the inspections should be born by the manufacturer/ supplier.

18.2 Bidders should conform and should submit the results of the Dissolution and Bioequivalence for products when specified in the item description.

19. WHO CERTIFICATION SCHEME FOR QUALITY OF PHARMACEUTICAL PRODUCTS MOVING IN INTERNATIONAL COMMERCE (IF APPLICABLE)

(a) A certificate of Pharmaceutical Product (CPP) or Free Sales Certificate for surgical and laboratory items issued by the Competent Authority in the manufacturer's country confirming that the item bided has been authorized to be placed in the market for sale and use in the country of manufacture, should be submitted along with the Bid.

(b) The certificate of Pharmaceutical Product or the Free Sales Certificate should also certify that the Manufacturing Plant in which the product is produced is subject to inspection at suitable intervals, and that the manufacturer conforms to the requirement for Good Practices in manufacture and quality control as recommended by the World Health Organization in respect of products to be sold or distributed within the country of origin or to be exported.

(c) All batches offered should conform to the requirements of the Competent Authority for sale or distribution within the country of manufacture or where appropriate to published specifications, e.g.: BP/USP or to established specifications provided by the manufacturer. These certificates should indicate the name and dosage form of the product, the batch number, the date of manufacture, date of expiry, storage conditions, date of packaging, labeling, nature of the container, results of analysis and other data (BATCH CERTIFICATES).

20. REGISTRATION WITH THE NATIONAL MEDICINES REGULATORY AUTHORITY (NMRA) (WHERE APPLICABLE)

20.1 (a) All Products imported to Sri Lanka should be registered with the National Medicines Regulatory Authority of Sri Lanka (Please see para 01.3).
Therefore, all Prospective Bidders should advise their Local Representatives to attend to such Registration.

(b) A Certified copy of the NMRA registration Certificate certified by Attorney-at Law or notary public should be submitted along with the Bid or during the procurement process, before awarding the contract.

NOTE:
If the bidder submits evidence that the bidders authorized local agent has applied for renewal of registration at least six months before the date of expiry of the current registration, deemed sufficient to satisfy the requirement of registration.

21. SAMPLES (WERE APPLICABLE)

21.1 Representative samples in respect of items offered should be submitted to SPC, clearly indicating the word "sample", the bid reference/bid number, SR No. name of the bidder, closing date & time on the outer pack / envelope.

21.2 Samples should be submitted to reach SPC on or before the closing date & time of bids and an acknowledgement receipt should be obtained from the Administration Department of SPC and the receipt should be attached to the bid.

21.3 All Prospective bidders are advised to submit their samples through their Local Agents if any to ensure compliance with this request. Even past suppliers other than the present supplier are liable to submit representative samples as specified therein.

21.4 It should be noted that this is a compulsory requirement and all Bids that do not comply with this requirement will be rejected.

21.5 The Supplier should send samples to "STATE PHARMACEUTICALS CORPORATION OF SRI LANKA, "MEHEWARA PIYASA", 16th FLOOR, NO. 41, KIRULA ROAD, COLOMBO 05, SRI LANKA." With the outer pack marked with Bid Reference, closing date and time indicating the words 'Sample'. All relevant documents and all sample packs should bear the Bid Reference.

21.6 All samples (except bulk drugs or raw materials) must be in their original trade containers properly labeled in the English Language and should be according to section 15.1 of this document.

21.7 Samples should not be included in the envelope carrying the Bid. Samples should be sent separately to the Administration Department of the SPC. Bidders are advised to attach Sample Submission Acknowledgement Receipt with the Bid.

21.8 Evaluation of samples are done as per specifications **(Annexure 1)** published with the bidding documents.

21.9 Quantities of Samples required (should be in their original trade containers Except for Raw Materials or Chemicals).

a) Tablets or Capsules Minimum: 3 containers and Minimum 300 tablets/capsules.
b) Parenteral Preparations Injections - 3 innermost packs
c) Powder for injections - 3 innermost packs
d) Intravenous Infusions, Concentrated solutions for Injections - 3 innermost packs
e) Vaccine and Serum Analysis - 3 innermost packs
f) Eye Drops/Ear Drops Nasal Drops - 3 containers
g) Ointment/ cream/ Oral / liquids/ Dusting Powder - 3 containers
h) Solution/ Syrups/ Pressurized Inhalations - 3 containers
i) Extracts / Tinctures - 3 containers
j) Pessaries / Suppositories - 3 trade packs
k) Waxes - 200g X 3

21.10 In case of quality failure reports / complaints samples are sent to NMQAL, for further analysis if analysis is possible at NMQAL. Minimum amount of dosage units required by the NMQAL is as follows.

Dosage	Strength / Volume	Sample Size
Tablets / Capsules	≤ 2mg	200 units ,
	>2mg	100 units
Infusions	≤ 200ml	20 units
	>200ml	15 units
Injections	≤ 3ml	85 units
	>3ml	50 units
Powder for Injections	≤ 2mg	85 units
	>2mg	65 units
Eye/ Ear Drops		45 units
Mixtures / Elixirs		06 units (unopened)
Applications / Tinctures		02 units
Oral Rehydration Salts (ORS)		15 units

In case of requesting to test for microbial contamination or discoloration in bulk packs, at least two (02) unopened packs should be sent.

21.11 One of the tender samples of the selected bid shall be forwarded to MSD, for using as a reference sample (can make it as a part of the last consignments received under the Indent/PO applicable for all surgical items and regular category of laboratory item, when specified in respective order lists)

The images of the specimen labels, minimum pack and outer most box / shipper carton, that satisfies the above-mentioned labelling conditions, shall also be provided within 14 days of releasing the Indent by SPC

22. TESTING OF PRE-SHIPMENT SAMPLES

a) The Procurement Committee has the authority to decide whether pre-shipment samples are to be tested. If so, the supplier will have to bear the cost of testing.

b) If pre shipment samples fails the award will be cancelled.

c) In order to ensure the product to be sourced meet with the stipulated criteria, testing of pre-shipment samples is mandatory where a purchase of a particular item is being made for the first time from a supplier or where there are previous quality failures on goods supplied by a particular supplier, when decided by BEC/PC

23. TESTING OF BATCH SAMPLES

23.1 In the case of distribution to Hospitals/ State Institutions, random batch samples and random post-marketing samples of all goods supplied will be tested at the NMQAL /Quality Assurance & Research Laboratory of the State Pharmaceuticals Corporation / any other Labs nominated by SPC / MSD and reports on its suitability issued. The findings of the reports /committee decisions will be final and binding. Goods reported as unsuitable and not conforming to the laid down specifications will be rejected and subsequently destroyed. The suppliers should agree to refund its landed cost plus an additional 25% as an administrative cost. within 30 days from the date of intimation.

23.2 Product Liability

(a) In the event of an order being placed, the supplier should indemnify the State Pharmaceuticals Corporation of Sri Lanka against all product liability claims arising against the items supplied on his bid. e.g. incorrect labelling, deviation from agreed specifications etc.

(b) In case lowest evaluated responsive supplier is Bidding for a product which has not been supplied before, the State Pharmaceuticals Corporation Procurement Committee, reserves the right to purchase only part quality from such supplier and to get feedback from the end users to decide on the balance quantity.

(c) However, in such cases the price offered for the total amount should be maintained for the smaller quantity.

24. PAYMENT (Letter of Credit/ Document against payment/ payment by cheque)

Please see Clause no. 08 in **Annexure No. 6** under "payment".

25. PATENT RIGHTS (AND OTHER THIRD-PARTY RIGHTS) AND ROYALTIES

The suppliers shall at all times indemnify and keep this Corporation indemnified against any and all claims arising at any time on Account of Patent rights or other rights, whether from manufacturers or others, from the use of the supplied goods in Sri Lanka.

26. CONTRACT

The successful supplier should agree to enter into a Contract/Agreement with the State Pharmaceuticals Corporation.

27. EXAMINATION, EVALUATION AND COMPARISON OF OFFERS

27.1 Evaluation will be done as per bid forms **(Annexure-2)** and Bid evaluation summary sheet

27.2 The purpose of bid evaluation is to determine the lowest evaluated bid from the substantially responsive bids received.

i) Preliminary examination

a) The Bid received will be examined by the Bid Evaluation Committee appointed for each bid to determine whether they are complete, whether they are from eligible bidders,
whether required bid bond has been furnished in required format, whether the document has been properly signed, whether there is only one offer, whether any computational errors and whether the samples are provided if required and whether the specimen Bid form at **Annexure 2 (A)** has been followed and the price schedule as per **Annexure 2 (B**) has been followed.

b) The detail evaluation will be done after the Preliminary examination, considering the responsiveness of each of **annexure 2(A), annexure 2(B) & annexure 2(C).**

ii) Prior to detailed evaluation

It will determine the substantial responsiveness of each offer to the bidding documents as pursuant to clause 27.2.(i). A substantially responsive bid is one, which conform to all the conditions described in clause 27.2 (i) without any deviation. A bid determined as not substantially responsive will be rejected and may not subsequently be made responsive by the bidder by correction of the nonconformity.

The offers, which are previously determined to be substantially responsive to clauses 27.2 .i) , will be further evaluated.

iii) The Corporation will also examine the Bids in order to ensure the correctness of the Bids. Arithmetical errors, if any, will be corrected on the following basis;

a) If Discrepancy is between Unit Price and Total Price, then the Unit Price shall prevail and the Total Price will be corrected.

b) If Discrepancy is between words and figures, the amount in words will prevail.

c) If a Discrepancy appears between the original bid and the duplicate, the original will prevail.

iv) All the items offered in **Annexure 2B** should conform strictly to the technical specifications set out in the Annexure1 of this document and will be taken in to account at the time of evaluation.

27.3 This Corporation reserves the right to nominate suitable persons to inspect the production and quality control facilities of bidders and manufacturers and their records. Such an Audit will be done during normal working hours.

27.4 Bidders who refuse permission to corporation nominee to carry out such an audit will be automatically disqualified from the bid.

27.5 If there is any disagreement on quality failures found at the SPC laboratory, the suppliers or their representatives could personally observe the tests done at corporation laboratory.

28. BID AWARD

28.1 The Corporation will notify the successful bidders by Fax and e-mail confirmed by a registered letter (letter of award) that his bid has been accepted.

28.2 Awards are made to suppliers taking into consideration among other factors; prices quoted, past performance, quality of samples, delivery offered, product registration etc.,

28.3 The State Pharmaceuticals Corporation Procurement Committee reserves to itself the right without question to -

(a) Accept any Bid, or portion of a Bid;
(b) Accept portions of more than one Bid;
(c) Reject all or any Bids;
(d) Direct that fresh Bids be called for.
(e) Cancel the Bid

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

28.5 The State Pharmaceuticals Corporation Procurement Committee reserves the right, at time of award to decrease the quantity required, by 25% without any change in price or other terms and conditions

29. BIDS FROM THOSE OTHER THAN MANUFACTURERS

Bids for supply of goods which are not manufactured by the bidder should be supported by a **Letter of Authorization** issued by the Manufacturer at the time of the bidding process (before awarding) indicating that

the bidder has been authorized to supply the Goods. The bids which fail to comply with aforementioned documents will be rejected.

NOTE:
Supplier should adhere to all the terms and conditions stipulated in

1. **Procurement Guideline 2024 Goods works & Non consultant Services**
2. **Guidelines for Procurement of Pharmaceuticals and medical Devices of a consumable nature 2022**
3. **Bid Document**
4. **Indent / Purchase Order**
5. **Agreement**
6. **Letter of Credit**

30. ALTERNATIVE BIDS

If alternative bids are submitted, they should be in separate bid forms accompanied with separate bid securities with each bid and the bidder should mark the bids as "Original bid" and "Alternative bid". In such situations, only the Original Bid will be

considered initially for evaluation.

31. TERMS AND CONDITIONS

Prospective bidders should acquaint themselves, fully with these terms and conditions and if any further clarification is required, please contact the undersigned. No plea of lack of information or insufficient information will be entertained at any stage.

32. NON – COLLUSION AFFIDAVIT

All bidders should submit a Non-collusion Affidavit along with the Bid, as per the

format given in **Annexure 08**.

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

Abbreviations: SPC; State *Pharmaceuticals Corporation,*

MSD; Medical Supplies Division,

Yours faithfully
STATE PHARMACEUTICALS CORPORATION OF SRI LANKA

MANAGER IMPORTS (PHARMACEUTICALS)

Telephone:

E-MAIL address :
CC :

Annexure 1

PROCUREMENT NO./ REFERENCE : DHS/P/NCB/33/2026

Date of Bid Invitation: 26.02.2026

Closing on : 12.03.2026 at 9.00 am

MSD ORDER LIST NO. – 2026/SPC/N/R/P/00004

(A) Item No.	(B) SR Number	(C) Item Description/Specifications	(D) Quantity	(E) Delivery Schedule	(F) Bid Bond Value (LKR)
01	00001101	**Pethidine Hydrochloride (Meperidine) Injection 50mg Ampoule** Pethidine Hydrochloride Injection BP 50mg in 1ml Ampoule. Each amber coloured/clear(colourless) glass ampoule to contain 50mg/1ml of Pethidine Hydrochloride BP in water for injection BP/USP for intramuscular or slow intravenous injection. OR Meperidine Hydrochloride Injection USP 50mg in 1ml Ampoule. Each amber coloured/clear(colourless) glass ampoule to contain 50mg/1ml of Meperidine Hydrochloride USP in water for injection BP/USP for intramuscular or slow intravenous injection. Note; 1.This injection should 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 3.Ampoule should be scored. 4.The product should be protected from light.	240,000 Ampoules	120,000 Ampoules/ Immediately 120,000 Ampoules/ May 2026	484,368.00

Sufficient quantity of Representative samples for the item to be submitted for the evaluation as tender samples.

Bid valid till . 08.09.2026

Bid Bond valid till 08.10.2026.

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

- **When the required value of the Bid Bond is not indicate in the column (F), Bid bond for such item(s) should be submitted amount to a minimum of 2% of the quoted value of the item(s) if the total quoted value of the same item(s) equal or exceed LKR 1million.**

For the procurements consists with more than one SR numbers (items) bidders should indicate a clear breakup of submitted bid bond value(s) against the each SR number(s) as follows.

SR Number	Total bid price of item	Bid bond value of item

- **Bidders should provide details regarding storage temperature accepted by NMRA when submitting bids.**

A non-refundable fee of LKR 12,500/= + taxes should be paid in cash to the SPC for each set of Tender Documents and attached it to the offer.

MSD CONDITIONS OF SUPPLY

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

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

3. Maintaining the validity of the product registration during the period of supply (delivery schedule), obtaining waiver of registration &/ import license / manufacture licensing at NMRA, is a pre-requisite for the supply of surgical, 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 $1/6^{th}$ (one sixth) of the original product shelf life.

(b) In the violation of the above tender condition, Director/MSD reserves the right to accept a reduced quantity, that is usable (as per the 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 ºC +/- 2 ºC 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 ºC, 2-25 ºC, 15-20 ºC /30 ºC, 2-8 ºC etc.), supplier shall provide MSD with latest product stability study reports with the invoice of the consignment.(report shall include studies; at 30 ºC +/- 2 ºC & 75% +/- 5% RH for AC stored items and at 25 ºC +/- 2 ºC & 60% +/- 5% RH for Cold stored items. It shall be a true copy of the latest report submitted to NMRA or a report issued within last 05 years). (refer clause No.12)

Delivery Requirements

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

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

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

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

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

    (b). When the delay exceeds 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 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: 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.

MSD CONDITIONS OF SUPPLY

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

2. **Addendum to Condition No. 10, with refer to WOR**

In case of an offer of product not registered with NMRA, bidders should submit documents in the Annexure x (checklist for WOR) along with the offer to consider under exceptional circumstances.

- Certificate of Analysis (COA) of the relevant product
- Certificate of Pharmaceutical Product
- Label of the Product
- Product Information Leaflet (PIL)
- Pro-forma Invoice.

In the event of an award of an un registered product subject to obtaining a WOR from NMRA, supplier should apply for a WOR from NMRA and submit corresponding samples of the product; upon the demand of NMRA.

However, NMRA may request for additional information/documentation to consider allowing the WOR and the suppliers may refer the official website of NMRA (www.nmra.gov.lk) for more details on the documentation required.

The payment due to NMRA for issuance of WOR; shall be borne by the supplier.

Abbreviations :

NMRA ; National Medicines Regulatory Authority/Sri Lanka,
SPC ; State *Pharmaceuticals Corporation,*
MSD; Medical Supplies Division/Ministry of Health-Sri Lanka.
NOL : No Objection Letter (Also known as WOR – Waiver Of Registration)

PUL : Personal User Licence

Annexure 2A

SPECIMEN FORM OF BID (SUPPLIES)

Chairman,
……. l Procurement Committee
……..

……..

BID FOR THE SUPPLY OF

…….

BID NO./BID REFERENCE ……..

1. I/ We, the undersigned, having read and fully acquainted myself/ourselves with the contents of the Terms and Conditions of Bid/Instructions to Bidders and Contract and Annexure1 where specifications and delivery of items required pertaining to the above Bid, hereby undertake to supply the goods referred to therein, in accordance with the aforesaid Instructions, Terms and Conditions as per price quoted in the attached Annexure2 B.

2. I/ We confirm that this offer shall be open for acceptance until…… and that it will not be withdrawn or revoked prior to that date.

3. I/We attach hereto the following documents as part of my/our Bid:

   (1) Price schedules (as per Annexure2 B – Bid Form
   (2) Documentary evidence to establish Registration of product with the National Medicines Regulatory Authority Certificate No ……
   (3) Documentary evidence to establish that goods offered are from an eligible source and origin.
   (Document as required in Para. 4 of the Terms & conditions of the Bid).
   (4) Bid Bond
   (5) Any other documents (give details).

4. I/We understand that you are not bound to accept the lowest bid and that you reserve the right to reject any or all Bids or to accept any part of a Bid without assigning any reasons thereof.

5. We undertake to adhere to the Delivery Schedule indicated.
6. My/Our Bank Reference is as follows:

   ……...
   ……

Signature: …….

Name of Bidder : ……..
Address : ……..

E-mail: . ……..
Telex - ……..
Fax:. ……
Date ……

STATE PHARMACEUTICALS CORPORATION – BID FORM

ANNEXURE 2 (B)

(To be submitted in duplicate)

BID NO / BID REFERENCE : ..... CLOSING ON:.....

NAME & ADDRESS OF MANUFACTURER :

NAME & ADDRESS OF BIDDER :

(Bidders should prepare their own forms as per this format. Offers which are not as per the format are liable to be rejected)

ITEM NO.	SR NO	SPECIFICATION AS PER THE TENDER DOCUMENTS	FULL DESCRIPTION OF ITEM OFFERED, THE STANDARD AND STORAGE	PACK SIZE OFFERED	QTY OFFERED	PROBABLE DELIVERY DATE	UNIT PRICE (DELIVERY PRICE TO MSD STORES **WITHOUT VAT**)	UNIT PRICE (DELIVERY PRICE TO MSD STORES **WITH VAT**)	TOTAL DELIVERY PRICE TO MSD STORES	NMRA REGISTRATION CERTIFICATE NO. & DATE OF EXPIRY	SHELF LIFE	COUNTRY OF ORIGIN

1. Cost of Inspection Certificate (If not included in the unit delivered price) .....
   Indicate from whom independent Pre-shipment Certificate of Quality, Quantity and Loading will be submitted.
2. Indicate date when samples were submitted: - .....
3. Indicate Bid Bond No, value and Validity (Where applicable) :-.....
4. Quotation Valid up to :-.....
5. Local manufacturers/ Importers should indicate in column No. 10 Local /Total delivery price to Stores at Medical Supplies Division, No. 357, Baddegama Wimalawansa Thero Mawatha, Colombo 10.

6. Bidders shall indicate VAT Component of the quoted price (s) separately in the Bid Form when applicable. VAT registration Number of the Bidder/Supplier should be mentioned.

We confirm that we have read and understood the terms, conditions and specifications covering this tender and submitted our offer accordingly. We are not listed as defaulted/ black-listed Bidder in any Government Institution in Sri Lanka. "In the event of goods being rejected due to un-acceptable quality, replacement or reimbursement decided by the Procurement Entity of its value and an additional 25% of the total value at landed cost as an administrative charge will be made".

Name of Bidder :
Signature of Bidder :
(With Name and Designation of Signatory)
Official Stamp of Bidder :
Postal Address of Bidder :
Telephone No. :
E-mail :
Fax No. :

Name of Bankers with Account No.
Beneficiary :

(Inform your terms and conditions and special instructions for opening Letters of Credit in the event of an award in your favour)

NOTE

1. Storage temperature of the offered items should be prominently indicated in the column No. 2.

Annexure 3

Specimen Format for Bid Security / Guarantee

[*This bank Guarantee form shall be filled in accordance with the instructions indicated in brackets*]
---------- [*Insert issuing agency's name and address of issuing branch or office*]
Beneficiary: ---------- [*Insert (by PE) name and address of Employer/ Purchaser*]
Date: ---------- [*Insert (by issuing agency) date*]
BID GUARANTEE No.: ---------- [*Insert (issuing agency) number*]

We have been informed that ---------- [*Insert (issuing agency) name of the bidder; if a Joint Venture, list complete legal names of partners*] (hereinafter called "the bidder") has submitted to you its bid dated ---------- [*Insert (issuing agency) date*] (hereinafter called "the bid") for the execution/supply [*select appropriately*] of [*Insert name of contract*] under invitation for bids No. ---------- [*Insert IFB number*] ("the IFB").

Furthermore, we understand that, according to tour conditions, Bids must be supported by a Bid Guarantee.

At the request of the Bidder, we ---------- [*Insert name of issuing agency*] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of --------- -------- [*Insert amount in figures*] ---------- [*Insert amount in words*] upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the bid conditions, because the Bidder.

(a) has withdrawn its Bid during the period of bid validity specified; or

(b) does not accept the correction of errors in accordance with the instructions to Bidders (herein after "the **ITB**") of the **IFB**; or

(c) having been notified of the acceptance of its Bid by the Employer/Purchaser during the period of bid validity, (i) fails or refuses to execute the contract form, if required, or (ii) fails or refuses to furnish the Performance Security, in accordance with the **ITB.**

This Guarantee shall expire: (a) if the Bidder is the successful bidder, upon our receipt of copies of the Contract signed by the Bidder and of the Performance Security issued to you by the Bidder; or (b) if the Bidder is not the successful bidder, upon the earlier of (i) our receipt of a copy of your notification to the Bidder that the Bidder was unsuccessful, otherwise it will remain in force up to ---------- *(Insert date)*

Consequently, any demand for payment under this Guarantee must be received by us at the office on or before that date ----------.

[signature(s) authorized representative(s)]

Annexure 4

Specimen Format for Performance Guarantee / Security

---------- *(issuing Agency's Name, and Address of Issuing Branch or Office)*

Beneficiary : ---------- *(Name and Address of Employer)*

Date : ----------

PERFORMANCE GUARANTEE / SECURITY No : ----------

We have been informed that ----------*(name of Contractor / Supplier)* (hereinafter called "the Contractor") has entered into Contract No. ---------- *(reference number of the Contract) dated* ---------- with you, for the ---------- *(insert "construction / Supply")* of ----------
(name of contract and brief description of Works or Supply) (hereinafter called "the Contract")

Furthermore, we understand that according to the condition of the contract, a Performance Guarantee is required.

At the request of the Contractor, we ---------- *(name of Agency)* hereby irrevocably undertake to pay you any sum or sums not exceeding in the total an amount of ---------- *(amount of figures)* (----------) *(amount in words),* such sum being payable in the types and proportions of currencies in which the Contract prices is payable., upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation(s) under the Contract, without your needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than the ---------- day of …….. . 20…… *(insert 28 days beyond the scheduled contract completion date)* . and any demand for payment under it must be received by us at this office on or before that date.

Signature(s)]

ANNEX 5

DOMESTIC PREFERENCE TO LOCAL MANUFACTURERS
FORM TO BE FILLED UP BY LOCAL MANUFACTURERS, WHO QUOTE ON BIDS

Serial No.	Item Description	Price
(1)	CIF cost of Raw Material	
(2)	Taxes: (a) Customs Duty (b) Other taxes and levies paid to the Customs (c) SLPA charges	
(3)	Any other expenses borne by the bidder for importation of Raw-materials	
(4)	Value of input of local labour	
(5)	Value of local Raw-Materials	
(6)	Value of any other local components used (give details)	
(7)	Value of any other local taxes payable	

(8)	Any other costs	
(9)	Total bid price of Serial No (1) to (8)	
(10)	Financing cost, factory overheads depreciation of machineries and profit margin	
(11)	VAT	
(12)	Total bid price (9+10+1 1)	

Name of the Bidder :…… Name of the company :…….

Signature :……. Phone Number :…….

Designation : …….. Date :……

Address :……

I/We certify that the above particulars are correct

Name of the Company of the Local Manufacturer :

Name of the Authorized Officer and the Phone Number :

Signature:

Company Seal:

Date:

NOTE FOR FILLING UP OF FORM:

1. **Serial No. 2(b) : Other taxes and levies paid to the Customs**
   Should include only port and airport tax and VAT paid on raw materials at point of import.

2. **Serial No . 2(c) SLPA Charges**
   Not to include port and airport levy (which should be included under 2(b)
   To include only expenses other than what comes under charges for raw materials from port to the factory (Serial No . 3)

3. **Serial No. 6**
   To include packing materials

4. **Serial No 7: Any other local taxes**
   To include taxes such as excise duty and municipal rates; and not to include VAT (which should be include under Serial No .2 (b)

5. **Serial No 8: Any other costs**

Any other costs should be clearly specified by the Bidder

6. Bidders should give proof of payment of taxes and VAT, and should give VAT and Tax Registration Numbers.
7. Bidders should use the same currency in filling up the schedules of offers and the Form for eligibility of ‘ Domestic Preference”

8. It is the responsibility of the bidder to provide acceptable evidence along with his bid for the satisfaction of the Procurement Committee on his eligibility. Bidders who fail to comply with these conditions should not be considered for Domestic Preference.

Annexure 6

DEMOCRATIC SOCIALIST REPUBLIC OF SRI LANKA`

AGREEMENT FOR

INTERNATIONAL COMPETITIVE BIDDING

LIMITED INTERNATIONAL COMPETITIVE BIDDING

Indent. No : Date :

Procurement No. : Closed on:

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

AND

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

AND

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

Whereas the State Pharmaceuticals Corporation has accepted the bid of M/s …….. for the supply and delivery of **……(Quantity and item)** in the manner and quantity as per the attached indent for **……** marked …….. and **M/s……** will act as local agent of the supplier for all matters arising out of supplies hereof.

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. The following documents: -

   (a) Conditions of Contract marked – Annexture I

   (b) Procurement Documents marked – Annexture II

   (c) Copy of Indent marked – Annexure III

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

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

   Parties do hereby accept that Supplier and the Local Agent are jointly and vicariously liable for terms and conditions of this contract and also for all other matters arising out of this contract.

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

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

   In witness whereof the State Pharmaceuticals Corporation has caused its Common Seal /authorized official stamp to be affixed. **Chairman and Managing Director, General Manager and Deputy General Manager, Deputy General Manager and Authorized officers** of State Pharmaceuticals Corporation have set their hands and Supplier and the Local Agent has placed its hand/caused its Common Seal / authorized official stamp to be affixed hereunto and to two other of the same tenor on this date ……2025

The Common Seal of M/s **……**(Name and address of Supplier) herein.

1. ……..
President/Managing Director/C.E.O.

……
Name and ID No. /Passport No/ Address

2. ……..
Director

…….
Name and ID No. /Passport No/ Address

Witnesses

Signature

Name, Address and ID No./Passport No.

1. …….

……

2 ……..

……

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

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

…….
Name and ID No. /Passport No/ Address

……..
Director

……..
Name and ID No. /Passport No/ Address

Witnesses

Signature

Name, Address and ID No./Passport No.

1. …….

……

2 ……..

……

Annexture I

CONDITIONS OF CONTRACT

01. SCOPE OF CONTRACT

1.1 Provide Pharmaceuticals / Surgical Consumables / Surgical non-Consumables / Laboratory Items / Reagents and Raw Materials for the Department of Health Services (hereinafter called as DHS) as per the Procurement Number /Procurement Reference **……** dated **……** . hereof.

02. GOODS

2.1 Supply should be from fresh stocks or recent manufacture conforming to the stipulations in the Annexure marked three (III) and the samples submitted.

2.2 **SHELF LIFE (WHERE APPLICABLE)**

2.2.1 Freshly manufactured stocks of the product shall be supplied; thereby the residual Shelf Life (shelf life remaining at the time of delivery of goods in Sri Lanka/Medical Supplies Division (hereinafter called as MSD) stores) of the product, shall be 85% of the shelf life requested (specified in order/Indent).

In respect of the items with requested shelf life equal or more than 24 months, any deficit between the residual shelf life and requested shelf life, shall not be more than 04 months.

2.2.2 Goods supplied should meet the Dissolution Bio equivalence test requirements where applicable.

2.2.3 SPC reserves the right to: -

(a) Reject goods supplied with an inadequate shelf life.

(b) Call for free replacement of goods/ reimbursement of cost of remaining quantity and 25% administrative cost of total quantity supplied.

(c) In the violation of the above tender condition, SPC/MSD reserves the right 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.

03. REIMBURSEMENT OR REPLACEMENT OF COST DUE TO QUALITY ISSUES

(WHERE APPLICABLE)

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

3.1.1 Short packing

3.1.2 Loss/damage or deterioration of goods supplied (within shelf-life if applicable)

3.1.3 Packs which cannot be identified due to labels falling off.

3.1.4 Goods supplied fails to perform or meet requirements of the Specification to the satisfaction of MSD of Sri Lanka/ SPC of Sri Lanka.

3.1.5 Incorrect labelling

3.2 Due to any issue, if the authorities decide to test one random batch sample (Post-delivery sample) depending on availability of testing methodology & facilities. The entire expenses on such tests, like value of samples, transport, sampling & testing charges, etc., will be recovered from the supplier.

3.2.1 Consignments supplied to MSD violating the storage conditions indicated on product labels and/or product information leaflet (as accepted for product registration at National Medicines Regulatory Authority (hereinafter called as 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 and the same conditions for surcharge for withdrawal from use due to a quality failure will be applicable.

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

a) In case of batch withdrawal due to quality failure, the supplier/ manufacturer/Local Agent shall reimburse the value of entire batch quantity supplied.

b) In case of product withdrawal due to quality failure, the supplier/ manufacturer/Local Agent shall reimburse the value of the entire product quantity supplied.

c) In case of Batch/Product withdrawals due to quality failure, the supplier/Manufacturer / Local Agent should reimburse SPC the total value of the entire quantity of either withdrawn batches or withdrawn product with an additional 25% of the total value concerned as administrative cost.

d) An administrative surcharge of 25% (on the value of goods) shall be applied for tender condition violations that cause deficiencies in supply with respect to; specifications, short packing, and short supply.

e) Samples from the available batches will be retained by SPC/MSD, and the balance will be destroyed by the relevant authorities in the presence of the Local Agent. Additional charges that are incurred in the process of disposal shall be reimbursed by the supplier.

3.4 Voluntary recalls by the supplier/manufacturer/local representative shall reimburse the total cost of the entire batch/batches/product with an additional 25% of the total value concerned as administrative cost.

3.5 In case of discontinuation of use of items due to quality failures, the supplier / Local Agent or Manufacturer shall reimburse total cost of un-used defected stocks of batch/batches/product with an additional 25% of the total value concerned as administrative cost.

04. PACKING / STORAGE AND TEMPERATURE (WHERE APPLICABLE)

4.1 Packing of all items should be suitable for storage and use under tropical conditions and sufficient marking should be made on the cases or containers in order to prevent possible lapses regarding proper storage during transit, particularly for items requiring refrigeration or cool storage.

4.2 Containers and closures used should be of such quality so as not to react with the contents while in storage under tropical conditions.

4.3 Large tablets (over 250mg) in bulk packs (over 500 tablets per pack) should be packed in sealed polyethylene film bags inserted into strong air tight metal or plastic containers.

4.4 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.

4.5 Maintenance of Cold Chain;

a) In the event of cold chain maintaining cargo, 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 colors 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 Wharf Delivery Note (hereinafter called as 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 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.

e) Refrigeration Cargo 2'C 8'C for Cold Chain Maintaining Cargo

i) Suppliers are advised not to ship/dispatch cold chain maintaining cargo to arrive in Sri Lanka during the weekends and on Friday to prevent Cool room/Demurrage charges/Any additional charges.

ii) Supplier should use standardized temperature data loggers in their shipments and each carton attached with data loggers.

iii) Supplier should use uniform identification marks with appropriate colours and size for easy identification of cold cargo by the airline / MSD employees.

4.6 In respect of the products requiring controlled temperature storage (E.g. < 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).

4.7 Export packing should be in seaworthy strong cases or cartons to prevent damage in transit and should: -

4.7.1. Indicate recommended storage temperature, especially for goods which require cool/cold or freezer storage.

4.7.2 Stenciled blue bands in the form of a cross on each face.

4.7.3 Carry shipping marks – details provided by SPC with order.

4.7.4 Be palletized and shrink wrapped if required by the tender conditions.

4.7.5 Should carry Batch No./Mfg. Date /Exp. Date./state Logo/Marks and numbers/declaration of number of packages.

4.8 Approved packing material as per bid document should be used. Use of Rice Straw or other vegetable matter as packing is strictly prohibited (as per regulations passed under the Plant Protection Act No 35 of 1999). In the event of such material being used extra costs incurred by SPC by way of fumigation charges, penalty rates, demurrage etc., in clearing such consignment from the port would be debited and payable as extra costs by the supplier.

05. LABELLING (WHERE APPLICABLE)

5.1 All labels should be printed in English Language and the labeling requirements should be according to the specifications required for registration at NMRA as follows.

a) The approved name found in official pharmacopoeias or formularies. (The source should be stated in abbreviations; e.g. BP (British Pharmacopoeia) or USP (United States Pharmacopoeia etc.…)

b) The brand name

c) List of the active ingredients showing;
   i. The amount of each present in each dosage unit (e.g. per 5ml etc…)
   ii. A statement of the net contents (e.g. number of dosage units, weight or volume)
d) Warning and precautions that may be necessary.
e) The Date of manufacture
f) The Date of expiry, where applicable
g) The batch or lot number assigned by the manufacturer ~~and~~
h) The Name and address of manufacturer
i) Name and address of supplier, if supplier is not the manufacturer
j) State logos/DHS mark
k) Catalogue numbers, Codes (where applicable)

5.2 Labeling of the products ordered under this range of indents, in addition to the labeling requirements stipulated in the BP/USP relevant standards, should also bear the State Logo.

5.3 In respect of bulk packs of tablets or capsules (not applicable for blister/strip packs), 'DHS' mark shall be;

(a). embossed or printed in case of tablets

(b). printed in case of capsules

The above condition can be waived off if the quantity in the Indent is less than 100,000 tablets/capsules.

5.4 Each innermost pack, vial/ampoule, pre-filled syringe or bottle, shall bear the item Description, Serial Number (hereinafter called as SR No, Batch No/Lot no., 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'), in the innermost pack and supplier's invoice.

5.5 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.

5.6 All outer most cartons (shipping packages) shall bear the MSD Order List 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.

5.7 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).

5.8 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 Supplier / Local Agent, 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.

06. ANAESTHETIC PRODUCTS (Where Applicable)

6.1 Generic Name of drug should be printed large and clear.

6.2 All vials should be effectively pre-cut.

6.3 Labels should be effectively pasted to avoid loosening when in contact with water. STICKER LABELS to be provided for Operating Theatre use.

6.4 Color coding of sticker labels should be in accordance with the 'Standard Specification for User Applied Drug Labels in **Aesthesis**' set out by the American Society for Testing and Materials. ASTM D4774-88.

e.g. Relaxants Red
Vasopressors Violet
Opiates Blue
Local Anesthetics Grey

Lignocaine with Adrenaline and Noradrenaline ampoules/Vials should have a distinct red band and red lettering.

6.5 Sticker labels for syringes should be provided for the following and any other drugs depending on MSD requirements: -

Thiopentone Injection	Pancuronium Injection
Diazepam Injection	Atracurium Injection
Midazolam Injection	Vacuronium Injection
Ketamine Injection	Neostigmine Injection
Suxamethonium Injection	Atropine Injection

7. TERMS OF DELIVERY (where applicable)

7.1 All shipments (only for sea freight) should be made exclusively on vessels belonging to the Ceylon Shipping Corporation Ltd or those chartered by (CSCL). Shipments on other vessels will be permitted in instances where vessel of the Ceylon Shipping Corporation Ltd do not call at the Port of shipment or if they are not available for time by shipment of cargo with the applicant's consent.

7.2 SPC may nominate Independent Competent Authorities for issue of shipment Inspection Certificate (Certificate of Quality, Quantity and Loading) cost of such certificate should be borne by the supplier.

7.3 All items should be shipped to the destination and strictly conform to the delivery dates as per Annex III hereto marked ……..(Indent No.).

7.4 Delivery of all goods should be within the period of validity of the Letter of Credit, (or delivery schedule as per Indent for other payment terms) Except in exceptional circumstances no extensions will be granted. Cost of such extension in any would be borne by the supplier.

7.5 If the supplier fails to make deliveries within the time specified by the SPC (without prejudice to the other rights of SPC resulting from breach of the contract conditions) may be written notice to the supplier terminate the right of the supplier to proceed with any or all of the remaining part of the contract as provided for in clause 9.1 hereof in addition the SPC reserves the right to purchase from other sources any or all undelivered items and to recover excess costs from the supplier.

7.6 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 to14 days. Consignments delivered after the grace period shall be considered for acceptance subject to a surcharge to the supplier as stated below;

a) (i) The lead time will be considered as;
For L/Cs – 90days (or agreed time period at the time of awarding) from the date of L/C established

OR

(ii) For Collection Bills (D/P) – 90 days (or agreed time period at the time of Awarding) from Indent date or it's latest amended delivery schedule.

b) A surcharge 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.

c) When the delay exceeds 60days, 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 (e.g. if payments have been released prior to such a cancellation), and accept the consignment subject to a 25% admin surcharge.

7.7

(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.

08 PAYMENT

8.1

a) L/C payments (sight or usance) - All the payments will be totally according to the terms and conditions of L/C. Any claims on this supply or previous unsettled claims of the same supplier will be deducted from the retention of the L/C.

b) Collection Bills (D/P terms) – Payment will be released at the time of collection the original documents from the applicant's bank.

8.2 All letter of credit payment will be on confirmed irrevocable Letter of Credit payable at sight (unless otherwise agreed)

8.3 Currency would be according to the conditions of Bid as quoted by the supplier.

8.4 Suppliers should strictly conform the terms and conditions of SPC Indents and Letters of Credit and should not request amendments. Requests for unnecessary amendments/un due extensions to Letter of Credit (or deliveries mentioned in the Indent) may result in cancellation of order and forfeiture of the Performance Bond

8.5 The clause incorporated in the SPC Letter of Credit requiring a certificate from shipping agents in Port of Shipment that cargo and/or interests are carried by a mechanically self-propelled seaworthy vessel classed under Lloyd's Register of Shipping as 100A 1(or equivalent classification in other recognized registers), provided such vessels are not over 15 years of age, or over 15 years but not over 25 years of age, and have an established schedule to load and a regular pattern of trading on an advertised schedule to load and unload at specific ports would not be deleted under any circumstances.

8.6 All Bank charges incurred outside Sri Lanka shall be borne by the supplier.

8.7 In the event of an extensions of L/Cs and amendments (on the request of supplier) the additional charges should be borne by the supplier

09. LIQUIDATED DAMAGES

9.1 Any Liquidated damages shall be recovered from the supplier, Local Agent or Manufacturer will be claimed from the retention or Performance Bond. Maximum Liquidated Damage charge will be 25% of the total Invoice Value.

10. LAW

10.1 This agreement shall be governed by and construed in accordance with the Laws of the Democratic Socialist Republic of Sri Lanka. Any dispute, controversy or claim arising out of or relating to this agreement or the breach, termination, or invalidity thereof, shall be settled by litigation in the ……. The parties agree to submit to the exclusive jurisdiction of this court for such litigation. Prior to commencing any litigation, the parties agree to attempt to resolve the dispute through negotiation for a period of ……..days.

11. INDEMNITY

11.1 The supplier shall at all times keep indemnified the SPC against any and all claims at any time arising on account of -

11.2 Patent right or other rights whether from manufacturer or others, from use in Sri Lanka of the goods supplied.

12. **COMPENSATION**

The compensation should be borne by the supplier damage/loss/injuries for the affected party in the event of adverse effects which decided by the Law of Democratic Socialist Republic of Sri Lanka.

13. **WARRANTY**

13.1 The supplier warrants that goods supplied shall be of recent manufacture and of good quality; shall have no defect in manufacture, shall meet all the requirements of the specifications and shall in all aspects be suited for the purposes intended. The warranty provided by the supplier shall be relied upon and strictly enforced by SPC.

14. WARRANTY AGAINST BENEFITS

14.1 The supplier warrants that he/it has not given or promised to give any money or gift to any officer or employee of SPC or any Government instrumentality or employee thereof with the intent or objective of securing the contract.

14.2 Any violation of this warranty shall be sufficient grounds for cancellation or revocation of the contract without any claim against SPC.

15. LOCAL AGENT

15.1 Suppliers acting through local agents should indicate name and address and telephone/facsimile/E mail numbers of the agents in Sri Lanka.

15.2 Local Agent shall be jointly and vicariously responsible with the supplier for the supplies made by the supplier regarding the quality, shelf life, loss damage or deterioration of goods supplied, Labeling, and for required standards and also be jointly and vicariously responsible for free replacement or reimbursement for the supplies which do not meet required standards.

15.3 Agent will not assign this Agreement or any rights under this Agreement to any other party without the prior written consent of SPC.

15.4 Local Agent shall attend to renew the product registration with NMRA six months prior to expiration of the existing product registration.

16. ASSIGNMENT

16.1 Supplier shall not without prior written consent of the SPC assign his contract or part thereof to another.

16.2 Suppliers shall submit the signed contract within 10 days from the date of receiving the document from SPC.

17. STAMP DUTY

17.1 The supplier should pay any stamp duties payable under the Stamps Act in respect of the contract.

18. FORCE MAJEURE

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

19. NOTICE

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

Indent No :
Item :
Supplier : M/s
Manufacturer : M/s

The common seal/authorized rubber stamp of the Said State Pharmaceuticals Corporation of Sri Lanka was affixed hereto in the presence of the **Chairman and Managing Director, Managing Director and General Manager, General Manager and Authorized officers** of the State Pharmaceuticals Corporation of Sri Lanka, namely **……..……and ……...**

Chairman/ General Manager / Deputy General Manager

Managing Director / Deputy General Manager /Authorized officers

Witnesses

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

Anneure 07

Domestic Preference

(Relevant Reference to the Procurement Guidelines - 7.7.1)

A. Entitlement of Domestic Preference

Local manufacturers and civil contractors who fulfil criteria mentioned below in respect to Goods including IS products and Works will be entitled to domestic preference provided that it is specified as a condition of the Procurement Document pertaining to the particular bid.

B. Preference for Domestic Goods

Preference will be applicable to domestically manufactured Goods in competing with the imported items. This eligibility will be decided, not in reference to the nationality of the bidder or manufacturer but with reference to domestically manufactured, value added goods.

C. Criteria for application of domestic preference for Goods

Application of domestic preference stated above would apply only to manufactured Goods and the bidder shall satisfy the PC that;

i. Local labour, locally produced raw material and components source within Sri Lanka will account to thirty percent or more (30% ≤) of EXW (Ex-Works) price of the product offered;

ii. The production facility in which those Goods would be manufactured has been engaged in manufacturing such Goods by the time of invitation of bids;

iii. The Bidder shall be registered under the Companies Act No7 of 2007;

iv. Bidder shall submit an affidavit stating that the value addition is 30% or more of EXW price along with the breakdown of price structure; and

v. Bidder shall submit certified audited financial statements to prove that the value addition is 30% or more of EXW price.

D. Guidelines for application of Domestic Preference

The following guidance shall be used for application of domestic preference by PEs;

i. The application of the applicable preference shall be used only if it was specified in the Procurement Document pertaining to the particular bid;

ii. The Goods being procured are “manufactured Goods” involving processing fabrication assembly etc., where a commercially recognized final product is substantially different from in basic characteristics of its components and raw materials;

iii. The Goods qualified for domestic preference are identical or comparable to requirements given in the Procurement Documents with respect to quality, capacity and performance;

iv. Satisfying the minimum domestic value addition as specified in the Procurement Documents;

v. The margin of preference shall be loaded to the CIF bid price of foreign product for comparison purposes without subtracting from the bid price of the domestic products; and

vi. It is the responsibility of the BEC/PC to verify whether the Goods offered are entitled for domestic preference based on the level of domestic value addition as stipulated in the Procurement Document pertaining to the particular bid.

E. Preference for domestically manufactured Goods

Domestically manufactured Goods for contracts funded by Foreign Funded Agencies (FFA)	Less than 15% (fifty percent) As specified in the loan/credit agreement of the FFA
Domestically manufactured Goods for contracts funded by the GOSL	20% (twenty percent)

F. The method for applying Domestic Preferences

i. In the first instance all the bidders shall be divided into two (02) groups, i.e. "preference entitled group" and "preference not entitled group" giving due attention to the criteria i, ii, iii, and iv above under the criteria for application of domestic preference for Goods.

(a) Preference entitled group - Bids exclusively offering Goods manufactured in Sri Lanka, for which local labour and local raw material components within Sri Lanka will account for 30% or more of the EXW price;

(b) Preference not entitled group - The composition of this group is as follows.

- Bids offering Goods manufactured in Sri Lanka where it is established local labour and local raw material component is less than 30% of the EXW price;
- All bids offering goods manufactured abroad that have been already imported or that will be directly imported;

ii. Bids offering imported articles, which are not entitled to domestic preference an amount equal to margin of preference (20%) of the CIF price of respective bid shall be added to the respective evaluated bid price, for bid comparison. In the case of locally manufactured articles, which are not entitled for domestic preference, amount equal to margin of preference (20%) of the EXW

price of respective bid shall be added for the purpose of bid comparison.

iii. Re-rank the bidders considering the hypothetical bid prices and the lowest responsive bid shall be determined. Award price shall be with no regard to the hypothetical bid price which calculated only for the purpose of bid evaluation.

G. Domestic Preference in case of Works

Domestic contractors and Joint Ventures must meet minimum criteria as specified below for eligibility under the domestic preference scheme.

The margin of preference is added to the Bid/Proposal price of foreign Bid/Proposal for comparison purposes, rather than subtracting from the domestic bid/proposal prices.

With a view to providing a realistic value addition to domestic bidders and Joint ventures, thereby promoting national industry and enterprise, when competing with foreign bidders, the domestic bidder's and Joint Venture's Bid/Proposal shall be given the following margins of preference during Bid/Proposal evaluation.

Domestic Preference for Works contracts

Domestic bidders in Works contracts funded by Foreign Funded Agencies (FFA)	Less than 10% (Ten percent) As specified in the loan/credit agreement of the FFA
Domestic bidders in Works contracts funded by GOSL.	15 % (fifteen percent)

Application of the margins of preference stated above would apply to domestic bidders and Joint Ventures that meet the following criteria:

i. For an individual/sole proprietorship the bidder shall be a Sri Lankan;

ii. For partnerships more than fifty percent (50%) of the ownership, shall be Sri Lankan;

iii. For a Company;

(a) Such Company shall be registered in Sri Lanka;
(b) Shall have more than fifty percent (50%) ownership by Sri Lankans; and
(c) Shall not sub contract more than ten percent (10%) of the contract price, excluding provisional sums to foreign contractors.

iv. The application of the margin of preference for a Joint Venture of domestic Companies;

(a) Would be limited only to Joint Ventures of individual firms who meet the criteria stipulated in iii (a) & (b) above; and

(b) The Joint Venture shall be registered in Sri Lanka.

Annexure 08

Non-collusion Affidavit

The undersigned bidder or agent, hereby solemnly, sincerely, and truly declares and affirms/makes an oath and states as follows;

a) That he/she has not, nor has any other member, representative, or agent of the firm, company,
corporation, or partnership representing him/her, entered into any combination, collusion, or similar agreement with any person in connection with the price to be bid;

b) That he/she or anyone representing him/her has not taken any step whatsoever to prevent any
person from bidding, nor to induce anyone to refrain from bidding; and

c) That this bid is made without reference to any other bid and without any agreement, understanding, or combination with any other person in reference to this bid.

He/she further states that no person, firm, or corporation has received or will receive, directly or indirectly, any rebate, fee, gift, commission, or thing of value in connection with the submission of this bid.

The bidder accepts full responsibility for ensuring the absence of collusion and hereby pledges to abide by fair and ethical competition practices throughout the procurement process and fully comply with the applicable Procurement Guidelines.

I hereby affirm, under the penalties for perjury, that all statements made by me in this affidavit are true and correct.

The foregoing Affidavit having been

duly read over and explained by me to

the Affirmant above named and he/she

having understood the contents therein

and admitted to be correct, affirmed

and set his/her signature hereto before

me) on this …….. day of …….. at ……..

BEFORE ME,

JUSTICE OF THE PEACE/COMMISSIONER OF OATHS

Please refer Global Bid Document

G: Global Tender - BIDDING (NCB) /Limited National Competitive Bidding (LNCB)