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/WW/464/26	03.03.2026 at 9.00 a.m.	1,300,000 CYL of Levonorgestrel 0.15mg + Ethinylestradiol 0.03mg Tablet	20.01.2026	Rs. 12,500/= + Taxes

Bids should be prepared as per particulars given in the Bidding Documents available to prospective bidders on working days between 0930 hours to 1500 hours at the Head Office of the State Pharmaceuticals Corporation of Sri Lanka, "Mehewara Piyasa", 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

PROCUREMENT DOCUMENT FOR INVITATION OF INTERNATIONAL COMPETITIVE BIDDING (ICB) FOR THE SUPPLY OF PHARMACEUTICALS,

PROCUREMENT NO. / PROCUREMENT REFERENCE : DHS/P/WW/464/2026

CLOSING AT 9.00 am SRI LANKA TIME ON: 03.03.2026

TERMS AND CONDITIONS OF BID/INSTRUCTIONS TO BIDDERS

01. INTRODUCTION

01.1 The State Pharmaceuticals Corporation of Sri Lanka (SPC) is a fully Sri Lankan 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 Procurement is mainly done by International Competitive Bidding strictly according to terms, conditions and specifications as stated in the documents herewith.

01.3 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.

01.4 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 and raw materials 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 & same should be attached to 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 Bid 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 copies of Letter of Authorization, NMRA Registration, same should be attested by an Attorney at Law/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 shalltogether be enclosed in one Envelope sealed and addressed to: The Chairman, 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 liable for rejection.

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., Bid evaluation committee may consider calling samples after closing of tender if necessary.

03.8 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

04. 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 Department 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. The original or a duly certified copy of such Power of Attorney or the Board resolution should be submitted along with the bid. The Name & the Designation of the signatory must be mentioned.

If the Power od 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 Procurement committee (PC)may solicit the bidder's consent to extend the 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 (Bid Security)

08.1 Bidders should furnish an unconditional Bid Bond 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 indicate in the Annexure1.

08.3 The Bid Bond shall be as per specimen at **Annexure 3** and shall be issued by one of the following institutions.

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 When the bid bond is issued in a currency different from the currency of the bid price, the applicable exchange rate for determining compliance with the bid bond value shall be the selling rate of the relevant currency published by the Central Bank of Sri Lanka as of the bid issuing date specified in Annexure 1.

08.5 Master Bid Bonds are not acceptable.

08.6 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

08.7 The successful Bidder should provide & unconditional Performance Bond, 10% of total value awarded within 14 days from the award confirmation.

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

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

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

08.10 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.

08.11 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 Annexure6 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 Clause No 02 in Annexure 06. "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)".

Bidders should provide details regarding storage temperature accepted by NMRA when submitting Bids (where applicable)

15. LABELLING

Please see clause no 05 & 06 in Annexure No. 6 under "labelling (where applicable)"

16. BID PRICE & CURRENCY

16.1 Foreign offers should be on C & F (CPT/CFR) Colombo basis. FOB offers are not acceptable. All local suppliers/manufacturers should quote in LKR or any acceptable foreign currency for the total delivery price to MSD stores.

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.

16.2 Destination Terminal Handling charges (THC) should be borne by the supplier at the Port of Loading. Hence when the C&F prices are quoted this should be inclusive of THC.

16.3 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, PORT OF SHIPMENT AND NAME OF MANUFACTURER

17.1 The Country of Origin, Port of Shipment and Name of Manufacturer should be given in the quotation for each item offered. (Country of origin & the manufacture should be tally with the NMRA registration)

17.2 Shipment should be made exclusively on vessels belonging to the Ceylon Shipping Corporation or those chartered by them. However, shipment on other vessels will be permitted, in instances where vessels of the Ceylon Shipping Corporation do not call at the Port of Shipment or if they are not available for timely shipment of cargo.

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 Bio- equivalence for products when stated in the item specification.

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

(a) A certificate of Pharmaceutical Product (COPP) 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 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.

20.2 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.

20.2 The Registrar of Public Contracts.
Awards over Sri Lankan Rupees (LKR) Five Million should be registered with the Registrar of public contracts by the successful Bidders or their local agents.
This bid is administered by the provisions of the "Public Contract Act. No. 3 of 1987" and therefore, in the event any person act as an agent, sub-Agent representative or nominee for and on behalf of the Bidder, he shall register himself, in accordance with the Public Contract Act. The Valid original registration certificate should be submitted along with the Bid.

21. SAMPLES (WERE APPLICAPABLE)

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 If the Bidder does not have a Local Agent, then samples should be sent 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'. A No Commercial Value Invoice (indicating nominal value for custom's purpose only) together with Analytical Certificates should be attached to the consignee's copy of Air Way bill and a copy should also be sent direct to the State Pharmaceuticals Corporation of Sri Lanka, "Mehewara Piyasa", 16th Floor, No. 41 Kirula Road, Colombo 5, Sri Lanka. All these documents and all sample packs should bear the Bid Reference (without which the customs will not permit clearance).

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 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) (When required)

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 as and when decided by the BEC or by the Procurement Committee.

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 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 awarded quantity.

24. PAYMENT

(Letter of Credit/ Document against payment/ payment by cheque) Please see Annexure 6, Clause no: 08 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

(a)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-2A, 2B) and Bid evaluation summary sheet (Annexure 2C) – where applicable

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

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

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

i) **Preliminary examination**

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.

ii) **Prior to detailed evaluation**

Preliminary evaluation will be done considering the responsiveness each offer of Annexure 2A, 2B & 2C.

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.

Note: After a detail evaluation, finally substantially lowest responsive bidder will be awarded.

28. BID AWARD

28.1 The Corporation will notify the successful bidders by Fax and e-mail or any other acceptable practical way that bid has been accepted. (letter of award)

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) indication 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

PROCUREMENT OFFICER
DHS – [----------)

Telephone: (00) 94- 11 -
Fax: (00) 94 – 11 –
E-MAIL address :
CC :

Annexure 1

BID NO./BID REFERENCE DHS/P/WW/464/2026

Date of Bid Invitation : 20.01.2026

Closing on : **03.03.2026** at 9.00 am

MSD ORDER LIST NO. – 2026/SPC/N/R/P/00106

(A) Item No.	(B) SR Number	(C) Item Description/Specifications	(D) Quantity	(E) Delivery Schedule	(F) Bid Bond Value (LKR) & (USD)
01	01300802	**Levonorgestrel 0.15mg + Ethinylestradiol 0.03mg Tablet** Levonorgestrel 0.15 mg and Ethinylestradiol 0.03mg Tablets BP OR Levonorgestrel 0.15 mg and Ethinyl Estradiol 0.03mg Tablets USP OR Levonorgestrel 0.15 mg and Ethinyloestradiol 0.03mg Tablets IP One pack (cycle) of Oral contraceptive pills should consist of 28 pills. 21 monophasic hormonal pills should contain a combination of Levonorgestrel BP/USP/IP 0.15mg and Ethinylestradiol BP/ Ethinyl Estradiol USP/ Ethinyloestradiol IP OR Ethinylestradiol IP 0.03 mg in each tablet(colour- white or beige). The remaining 07 pills should contain Ferrous Fumarate 75 mg in each tablet(colour- brown). Note: 1. Shelf life of the product should be minimum of 36 months	1,300,000 CYL	650,000 CYL/ Immediately 650,00 CYL/ July 2026	LKR: 593,580.00 USD : 1,917.00

		** Please refer special tender conditions for the item **Packing : 25 CYL in a pack**			

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

Bid validity period: Bid should be valid till 30.08.2026 [As specified in the Procurement Guideline 2024]

Bid Bond valid till 29.09.2026 (date) [As specified in the Procurement Guideline 2024]

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.**

- **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

(a) Part A

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

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

3. Maintaining the validity of the product registration during the period of supply (delivery schedule), obtaining waiver of registration &/ import license / manufacture licensing at NMRA, is a pre-requisite for the supply of surgical, pharmaceutical and relevant laboratory items. Hence all suppliers shall produce relevant valid registration certificates/licenses, when requested by MSD/SPC.

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

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

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

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

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

Shelf life & Warrantees.

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

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

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

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

   (a) When the shelf life is not specified in the indent/PO/item spec; the requested shelf life shall be considered as, 36 months for consumable surgical items (shelf life is not applicable for surgical non-consumables) and 24 months for pharma. / laboratory items.
   The difference of the residual and requested product shelf life shall not exceed $1/6^{th}$ (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 ^{o}C +/- 2 ^{o}C temperature and 75% +/-5% relative humidity. The product storage conditions shall be clearly indicated at all levels of labels/packages/boxes.

23. Maintenance of Cold Chain;
    a. In case of cold storage items, cold chain monitors (temperature recording devices) shall be included for each carton and the cold chain shall be maintained according to the manufacturer's instructions during storage, transport and delivery.

    b. Supplier shall use suitable prominently visible identification marks of international standard, with appropriate colours and sizes for easy identification of cold cargo. Supplier shall use standardized **USB Devices** for temperature data logging inside the packages and shall provide free of charge, data logger readers **&/ software (reading apps compatible with Windows-07/latest)** to wharf department of SPC in advance, to enable examining the maintenance of cold chain in transit, and before taking over the consignment by MSD.

    c. If the cold chain break is observed at the time of taking over the consignments by MSD, such consignments shall be rejected, indicating the reason on the relevant **WDN or copy of the delivery documents. In such an event, the SPC shall arrange necessary cold storage for the consignments** until 'observed cold chain break' is investigated leading to acceptance / total rejection of consignment and the expenses born by MSD / SPC in arranging the cold storage shall be recovered from the supplier.

    d. The vehicles transporting cold cargo to MSD shall be equipped with temperature monitoring devices and the vehicle shall have NMRA approval for transport of pharmaceuticals.

    e. The suppliers shall dispatch consignments of the items, which require cold chain maintenance, to arrive in Sri Lanka during Monday to Thursday to avoid additional demurrage & storage charges during weekends, during which MSD stores is closed. In case of non-compliance of this condition, any additional expenses incurred to MSD and SPC, to Custom clear/store/receive such consignments shall be recovered from the supplier.

24. In respect of the products requiring controlled temperature storage (Eg. < 25 ^{o}C, 2-25 ^{o}C, 15-20 ^{o}C /30 ^{o}C, 2-8 ^{o}C etc.), supplier shall provide MSD with latest product stability study reports with the invoice of the consignment.(report shall include studies; at 30 ^{o}C +/- 2 ^{o}C & 75% +/- 5% RH for AC stored items and at 25 ^{o}C +/- 2 ^{o}C & 60% +/- 5% RH for Cold stored items. It shall be a true copy of the latest report submitted to NMRA or a report issued within last 05 years). (refer clause No.12)

Delivery Requirements

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

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

26. All consignments shall be delivered at Medical Supplies Division or an alternate receiving point as directed. However sending **consignments to reach Sri Lanka from 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.

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)

1	2		3	4	5	6	7		8	9	10	11
SR NO./ITEM NO.	FULL DESCRIPTION OF ITEM REQUESTED, THE STANDARD AND THE STORAGE TEMPERATURE	FULL DESCRIPTION OF ITEM OFFERED, THE STANDARD AND THE STORAGE TEMPERATURE	PACK SIZE OFFERED	QTY OFFERED	PROBABLE SHIPMENT/DELIVERY DATE	UNIT PRICE & CURRENCY (DELIVERY PRICE TO MSD STORES) With VAT	UNIT PRICE & CURRENCY (DELIVERY PRICE TO MSD STORES) With out 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

Format for Bid Security Guarantee
(Procurement Manual Reference - 5.9 [Option – 1])

[*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

Acceptable Format for Performance Guarantee/Security
(Procurement Manual Reference - 5.19)

---------- *(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 I

SPECIFICATIONS FOR MONOPHASIC COMBINED ORAL CONTRACEPTIVE PILLS

2026 Order

Product	Levonorgestrel 0.15 mg + Ethinyl Estradiol 0.03 mg tablets USP/BP
Quantity	1,300,000 (One million three hundred thousand) cycles
Description	One pack (cycle) of Oral contraceptive pills should consist of 28 pills 21 monophasic hormonal pills should contain a combination of Levonorgestrel 0.15 mg and Ethinyl Estradiol 0.03 mg in each tablet (colour- white or beige) The remaining 07 pills should contain Ferrous Fumarate 75 mg in each tablet (colour- brown)
	The manufacturer should have the following documents 1. Good Manufacturing Practices (GMP) certification in accordance with recommendations of WHO, from the country of manufacture. 2. Evidence of pre-qualification by either UNFPA/ WHO/ USAID/IPPF with date of prequalification. 3. Registration with National Medicines Regulatory Authority (NMRA), Sri Lanka 4. Certificate of the Pharmaceutical Product (COPP). 5. Registration for product to be marketed in the country of manufacture. 6. Evidence of use in the country of manufacture. 7. Real time stability data at recommended storage conditions for 3 (three) years. **N.B.** After delivery of goods, if there is any suspicion of quality failure or complaint regarding the product, samples of the product will be sent to a WHO accredited laboratory **at the supplier's expense.**
General Conditions	• The supply should be from the freshly manufactured stocks (within 3 months of manufacture) • Expiry Date should be at least 3 years from the date of manufacture (i.e. shelf life = 3 years)
Packaging & labelling	**1. <u>Pills</u>** Oral contraceptive pills should be packed in a user-friendly aluminium/PVC blister pack. Each pack (cycle) should contain 28 pills. The pack should be insect, water, heat and moisture resistant. N.B. The pills should be suitably packed to be stored under room temperature (25^0C – 35^0 C) and humidity (75%-100%) so that the pills maintain its effectiveness throughout its shelf life.

Annex 1

2. Aluminium/PVC blister pack (cycle)

Front

- There should be clearly printed arrows on the foil, which show the direction in which the pills should be taken. The foil should be in a light colour and the arrows in a darker colour (see Fig 1).

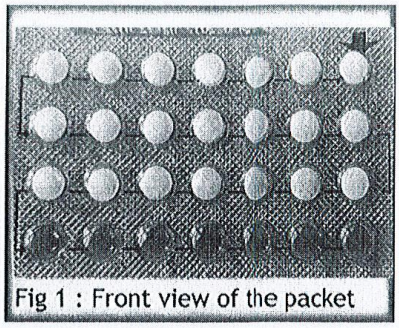

Fig 1 : Front view of the packet

- A special **tactile** indicator (an arrow) should be embossed on the first tablet in the blister pack to assist visually impaired patients. By feeling the indicator, they should be able to easily identify the first tablet and commence their 28-day regimen.
- There should be clearly printed arrows on the foil, which show the direction in which the pills should be taken. The foil should be in a light colour and the arrows in a darker colour (see Fig 2).
- The date of manufacture, date of expiry and the batch/lot no. should be ***clearly*** indicated on each blister pack (see Fig 2).
- The contents of the hormonal pills and the ferrous pills should be ***clearly*** indicated (see Fig 2).
- The logos of the Family Health Bureau, Government of Sri Lanka, 'Family Health Bureau' should be ***clearly*** printed on each card (see Fig 2).

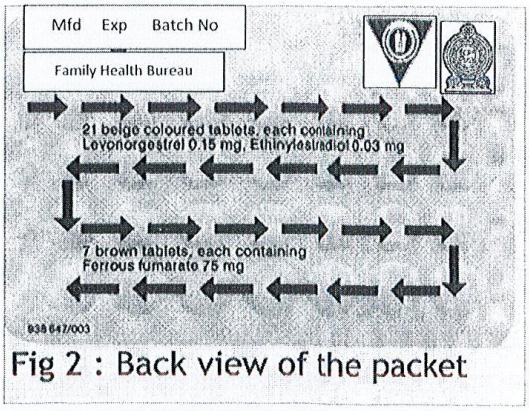

Fig 2 : Back view of the packet

Annex 1

	3. Small inner box • 25 blister packs should be packed in air & water tight aluminium foil bag & two (2) such bags should be packed in a small box tocontain 50 cycles. • The logos of the Family Health Bureau, Government of Sri Lanka, 'Family Health Bureau' and 'Not for sale' should be ***clearly*** printed on each small box. • Storage condition should be clearly printed
	4. **Outer corrugated carton** • 40 small boxes (each containing 50 cycles) should be packed in a strong carton to contain 2000 cycles. • The carton should be strong and should not lose its shape when stacked during (up to 8 feet) storage. • The carton should be made of corrugated cardboard with double wall, Strength 1400 g/sqm. • The outer cartons should be strapped or shrink wrapped and delivered on standard size pallets. • A label should be pasted or printed on all four sides of the carton with the following information. 1. Generic name and strength (also Brand name if applicable) 2. Logo of the Family Health Bureau 3. Logo of Government of Sri Lanka 4. Wordings 'Family Health Bureau, Ministry of Health, Sri Lanka' 5. Quantity (in each box) 6. Batch/Lot no 7. Date of manufacture 8. Date of expiry 9. Storage conditions 10. 'Not for sale' in prominent letters or colour ***N.B.*** *The art work for the labels on the blister pack and inner box should be approved by Family Health Bureau prior to the final print.*
Delivery	▪ The above-mentioned quantity should be delivered in two (2) shipments of 650,000 cycles at 5-6 month intervals. ▪ Each shipment should be sent in 20-foot Containers. ▪ **Director MCH, Family Health Bureau should be informed 10 days prior to the arrival of shipment.**

Note: All normal conditions of supply will apply.