



PROCUREMENT NOTICE - GLOBAL

STANDING CABINET APPOINTED PROCUREMENT COMMITTEE, MINISTRY OF HEALTH, NUTRITION & INDIGENOUS MEDICINE

THE CHAIRMAN, STANDING CABINET APPOINTED PROCUREMENT COMMITTEE OF THE MINISTRY OF HEALTH, NUTRITION & INDIGENOUS MEDICINE WILL RECEIVE SEALED BIDS FOR SUPPLY OF FOLLOWING ITEMS TO THE DEPARTMENT OF HEALTH SERVICES FOR YEAR 2019.

Bid Number	Closing Date & Time	Item Description	Date of Issuing of Bid Document	Non refundable Bid Fee
DHS/P/C/WW/01/19	22.10.2018 at 10.00 a.m.	460,000 PF Syringes of Enoxaparin Injection 60mg/0.6ml PF Syringe 230,000 PF Syringes of Enoxaparin Injection 40mg/0.4ml PF Syringe	10.09.2018	Rs. 60,000.00 + Taxes

BIDS SHOULD BE PREPARED AS PER THE PARTICULARS GIVEN IN THE BIDDING DOCUMENTS AVAILABLE TO PROSPECTIVE BIDDERS ON WORKING DAYS BETWEEN 0930 HOURS TO 1500 HOURS FROM ABOVE DATES AT THE HEAD OFFICE OF THE STATE PHARMACEUTICALS CORPORATION OF SRI LANKA, NO.75, SIR BARON JAYATILLAKE MAWATHA, COLOMBO 1. THESE COULD BE PURCHASED ON CASH PAYMENT OF A NON-REFUNDABLE BIDDING DOCUMENT FEE PER SET AS MENTIONED ABOVE. OFFERS RECEIVED WITHOUT ENCLOSING ORIGINAL PAYMENT RECEIPT ARE LIABLE TO BE REJECTED.

"WHEREVER APPLICABLE POTENTIAL BIDDERS/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 DOCUMENT.

SEALED BIDS MAY BE SENT TO THE ADDRESS GIVEN BELOW BY POST UNDER REGISTERED COVER OR MAY BE DEPOSITED IN THE BOX AVAILABLE FOR THIS PURPOSE AT INTERNAL AUDIT DEPARTMENT IN THE MEZZANINE FLOOR OF THE STATE PHARMACEUTICALS CORPORATION OF SRI LANKA AT NO. 75, SIR BARON JAYATILLAKE MAWATHA, COLOMBO 1, SRI LANKA.

BIDS WILL BE CLOSED AT THE HEAD OFFICE OF THE STATE PHARMACEUTICALS CORPORATION ON THE DATE AND TIME MENTIONED ABOVE AND WILL BE OPENED IMMEDIATELY THEREAFTER. BIDDERS OR THEIR AUTHORISED REPRESENTATIVES WILL BE PERMITTED TO BE PRESENT AT THE TIME OF OPENING OF BIDS.

BIDDING DOCUMENTS ARE BEING SENT TO SRI LANKAN MISSIONS ABROAD AND FOREIGN MISSIONS IN SRI LANKA.

CHAIRMAN - STANDING CABINET APPOINTED PROCUREMENT COMMITTEE
MINISTRY OF HEALTH, NUTRITION & INDIGENOUS MEDICINE
C/O CHAIRMAN - STATE PHARMACEUTICALS CORPORATION OF SRI LANKA
75, SIR BARON JAYATILLAKE MAWATHA
COLOMBO 1
SRI LANKA.

FAX : 00 94-11- 2344082
TELEPHONE : 00 94-11- 2326227/94-11-2335374
E-MAIL : pharma.manager@spc.lk

Chairman- Procurement Entity
On behalf of
CHAIRMAN – STANDING CABINET APPOINTED PROCUREMENT COMMITTEE
STATE PHARMACEUTICALS CORPORATION OF SRI LANKA
75, SIR BARON JAYATILLAKE MAWATHA
COLOMBO 1, SRI LANKA.

BID NO./BID REFERENCE : DHS/P/C/WW/01/19

DATE OF ISSUE : 10TH SEPTEMBER 2018

CLOSING DATE & TIME : 22ND OCTOBER 2018 AT 10.00 HOURS SRI LANKA TIME

ORDER LIST NO. 2019/SPC/N/R/P/00068

SR No.	Description of Item/Specifications	Quantity	Delivery
00204702	<p>Enoxaparin Injection 60mg/0.6ml PF Syringe</p> <p>Enoxaparin Sodium injection, 6,000 IU in 0.6ml prefilled syringe/vial Each 0.6ml prefilled syringe or vial to contain 6,000 IU of Enoxaparin Sodium BP/Ph Eur, salt of a low molecular weight Heparin obtained by depolymerization of Heparin for subcutaneous and intravenous injection.</p> <p>Note; 1.The product to be stable for minimum of 24 months when stored under storage condition stipulated by the manufacturer. 2.Each vial or syringe to be labelled accordingly.</p> <p>Packing : 200 PF Syringes in a pack</p>	460,000 PF Syringes	<p>120,000 PF Syringes – January 2019</p> <p>120,000 PF Syringes – April 2019</p> <p>120,000 PF Syringes – July 2019</p> <p>100,000 PF Syringes – October 2019</p>
00204701	<p>Enoxaparin Injection 40mg/0.4ml PF Syringe</p> <p>Enoxaparin Sodium injection, 4,000 IU in 0.4ml prefilled syringe/vial Each 0.4ml prefilled syringe or vial to contain 4,000 IU of Enoxaparin Sodium BP/Ph Eur, salt of a low molecular weight Heparin obtained by depolymerization of Heparin for subcutaneous and intravenous injection.</p> <p>Note; 1.The product to be stable for minimum of 24 months when stored under storage condition stipulated by the manufacturer. 2.Each vial or syringe to be labelled accordingly.</p> <p>Packing : 200 PF Syringes in a pack</p>	230,000 PF Syringes	<p>60,000 PF Syringes – February 2019</p> <p>60,000 PF Syringes – May 2019</p> <p>60,000 PF Syringes – August 2019</p> <p>50,000 PF Syringes – October 2019</p>

A Bid Bond for LKR 6,948,000.00 or USD 42,925.00 should be submitted with valid up to 20.05.2019 together with the tender.

Bid should be valid till 20.04.2019.

'A non refundable fee of Rs. 60,000.00 + taxes should be paid in cash to SPC for each set of Tender Documents'.

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 State Pharmaceuticals Corporation (SPC).

2. All items shall be supplied, sourcing from the manufacturer and country of manufacturer, stated in the Purchase Order (PO)/Indent of SPC and wherever applicable shall have a valid product registration from National Medicines Regulatory Authority (NMRA).
3. Maintaining the validity of the product registration during the period of supply (delivery schedule), obtaining import license / manufacture licensing at NMRA, is a pre-requisite for the supply of pharmaceutical items. Hence all suppliers shall produce relevant valid registration certificates/licenses, when requested by Medical Supplies Division (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. 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 consignment, with deviations from certain tender conditions (eg: with regard to labeling/packaging or any other rectifiable defect at the time of receipt in Sri Lanka.) due to an urgency, that shall be done subject to, either rectifying the defect within 05 working days by the supplier, or recovering the total cost [a] of rectifying the defect by MSD (via a duly contracted third party providing such services), from the supplier with a 25% surcharge on the labeling cost. (total charge = [a]+[a]x0.25) or 2% of the invoiced value, whichever is the highest.

All possible tender deviations such as Packing, labeling, delivery schedule, storage status, payment mode & conditions, etc., shall be communicated and agreed upon before accepting the tender award by the supplier. Noncompliance of same shall be considered as tender violations, to apply surcharge.

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

Shelf life & Warrantees

7. Freshly manufactured stocks of the product shall be supplied; thereby the residual Shelf Life (shelf life remaining at the time of delivery of goods in Sri Lanka/MSD stores in case of local supplies) of the product, shall be 85% of the shelf life requested (specified in order/Indent/PO). In respect of the items with requested shelf life equal or more than 24 months, any deficit between the residual shelf life and requested shelf life, shall not be more than 04 months.

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

When the shelf life is not specified in the indent/PO/item spec; the requested shelf life shall be considered as, 24 months for pharmaceuticals.

Standards & Quality

8. **Standards**; In addition to Pharmacopoeial Standards that are indicated in the item specifications, other Pharmacopoeial Standards that are registered at National Medicines Regulatory Authority in Sri Lanka are also acceptable when no bidders have quoted for the standard specified in the item specification.
9. Any product deficient of its sub components/ accessories, not at the specified quality standards or all its components not unitized appropriately in packaging (as a set), shall be rejected.
10. Withdrawal from use of items due to quality failure found as manufacturer's/supplier's fault:
 - (a). In case of batch withdrawal, value of entire batch quantity supplied shall be recovered from the supplier.
 - (b). In case of product withdrawal, value of entire product quantity supplied shall be recovered from the supplier.
 - (c). In the event of either a) or b) above, supplier shall be surcharged the total cost involved for MSD, of the quality failed supplies with 25% administrative surcharge of the same.
11. The storage conditions and the packing requirements of the product shall conform to the information given by the manufacturer and accepted by NMRA for the product registration.

The bidder must provide with the bid, a declaration to certify the NMRA accepted product details such as; storage conditions, pack details/contents/sizes and standard batch quantity/size of the product.
12. Immediately after delivery at MSD, the consignments shall be subjected to testing appropriately drawn, one random batch sample (Post-delivery sample) of the consignment at a government/semi-government/accredited laboratory. If the sample/s is found to be substandard, random batch samples will be tested from all the batches/ lots in the consignment, and entire expenses on such tests, like value of samples, transport, sampling & testing charges, etc, will be recovered from the supplier.
13. Consignments supplied to MSD violating the storage conditions indicated on product labels and/or product information leaflet (as accepted for product registration at NMRA), shall be considered as quality affected consignments and quality assurance of such consignments shall be carried out by post-delivery testing at government / semi government laboratory in Sri Lanka or at an accredited laboratory (foreign/local). All the expenses on such an event, including storage cost shall be borne by the supplier. If found to be quality affected the consignment will be treated as quality failed (as clause No.10).

Pack size, Labeling & Packaging

14. Offers for pack sizes at a lower level (smaller quantity per pack) than the pack size specified in the item description/specification and MSD order List, are also acceptable, but higher level (larger quantity per pack) pack sizes will not be entertained unless otherwise offered with the original bid and accepted by the procurement committee, with the concurrence of MSD.
15. Each; innermost pre-filled syringe shall bear the item Description, SR No, Batch No/Lot no., Reference/Catalogue no.(not for pharmaceuticals), Date of Manufacture, Date of Expiry and "STATE LOGO" of Government of Sri Lanka.

It is essential to include and exactly match the dates of Expiry & date of Manufacture (in any form as "Year & Month"), in the innermost pack and supplier's invoice.
16. Description of the Item, SR No, Date of Manufacture, Date of Expiry, Batch No, Name and address of manufacturer and "STATE LOGO" of Sri Lanka Government shall be clearly marked on the outer covering of the individual/innermost pack containing the minimum unit of measure, including blister & strip cards and on the outer cover of the carton/box.

The format of Date of Manufacture / Date of Expiry should be declared in the offer and it shall consist at least the YEAR & MONTH.

17. All outer most cartons (shipping packages) shall bear the MSD Purchase Order No, SPC Indent No., SR No, Batch No, and Date of Expiry in size 1.5cm letters / figures in prominently visible manner. This may be printed, stenciled or label properly affixed.
18. Batch Number of the product shall be separately Barcoded (in Code 128 or 2D formats) and Barcode shall be printed on the labels at all levels of packing as described below, conforming to the industry standards in Barcode printing and pasting.
Format shall be according to Code 128 or 2D standards.
Maximum barcode size shall be 5.0cm (length) x 2.5cm (width).
19. In case of receiving goods under inappropriate packaging conditions(not in good order), was to be sorted out by MSD to select the items in good order by 100% checking/handling of the consignment, all expenses incurred to MSD in such an event (including demurrage charges, cold stores charges, labor charges etc. or any other charges incurred until goods are ready for acceptance), have to be paid to MSD by the local supplier, before attending to checking the consignment 100%, by MSD.
In respect of SPC imported supplies, if the local agent does not follow suit as above, such extra expenses incurred to MSD shall be recovered from the supplier by SPC and refund to MSD.

Storage Conditions & Temperature

20. If the storage temperature & conditions are not specified in the item specification, NMRA accepted product storage conditions, shall conform to Sri Lankan ambient storage conditions in the ranges of 30⁰c +/- 2⁰c temperature and 75% +/-5% relative humidity. The product storage conditions shall be clearly indicated at all levels of labels/packages/boxes.
21. Maintenance of Cold Chain;
 - a. In case of cold storage items, cold chain monitors (temperature recording devices) shall be included for each carton and the cold chain shall be maintained according to the manufacturer's instructions during storage, transport and delivery.
 - b. Supplier shall use suitable prominently visible identification marks of international standard, with appropriate colours and sizes for easy identification of cold cargo. Supplier shall use standardized **USB Devices** for temperature data logging inside the packages and shall provide free of charge, data logger readers **&/ software (reading apps compatible with Windows-07/latest)** to wharf department of SPC in advance, to enable examining the maintenance of cold chain in transit, and before taking over the consignment by MSD.
 - c. If the cold chain break is observed at the time of taking over the consignments by MSD, such consignments shall be rejected, indicating the reason on the relevant **WDN or copy of the delivery documents**. In such an event, the SPC shall arrange necessary cold storage for the consignment until 'observed cold chain break' is investigated leading to acceptance / total rejection of consignment and the expenses born by MSD / SPC in arranging the cold storage shall be recovered from the supplier.
 - d. The vehicles transporting cold cargo to MSD shall be equipped with temperature monitoring devices and the vehicle shall have NMRA approval for transport of pharmaceuticals.
 - e. The suppliers shall dispatch consignments of the items, which require cold chain maintenance, to arrive in Sri Lanka during Monday to Thursday to avoid additional demurrage & storage charges during weekends, during which MSD stores is closed. In case of non-compliance of this condition, any additional expenses incurred to MSD and SPC, to Custom clear/store/receive such consignments shall be recovered from the supplier.
22. In respect of the products requiring controlled temperature storage (Eg. < 25⁰c, 2-25⁰c, 15-20⁰c/30⁰c, 2-8⁰c etc.), supplier shall provide MSD with latest product stability study reports with the invoice of the consignment.(report shall include studies; at 30⁰c +/- 2⁰c & 75% +/- 5% RH for **AC stored** items and at 25⁰c +/- 2⁰c & 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.11)

Delivery Requirements

23. 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 a consignment which is delivered after the due delivery date, Condition No. 25 on delayed deliveries shall be applied.

24. 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.

25. Defaulted consignments with respect to delivery schedule shall only be considered for acceptance, subject to a surcharge 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 surcharge to the supplier as described below ;

(a). 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, as per the indent/PO or its' latest amended delivery schedules.

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

26. (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.

27. 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. 25 (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 adl. expenses (i.e. staff OT, forklift charge, etc.) of MSD, by the supplier.

28. 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. 25 (regarding defaulted consignments) and any other direct or indirect additional costs/liquidated damages, relating/consequent to extension of L/C

29. 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. 25, 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

30. 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.
31. One of the tender samples of the selected bid shall be forwarded to MSD, for using as a reference sample (can make it; a part of the last consignment or a returnable to supplier) for checking the conformity of the consignments received under the indent/PO.

The images of the specimen labels, minimum pack and outer most box/shipper carton, that satisfies the above mentioned labeling conditions, shall also be provided within 14 days of releasing the indent by SPC. Reference sample will be sent by Procurement Entity to MSD.

32. 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.
33. 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 25 will not be applicable.

Please refer Global Bid Document

E: [Global Tender - Bid Document for Pharmaceuticals SCAPC](#)

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Bid Number	Closing Date & Time	Item Description	Date of Issuing of Bid Document	Non refundable Bid Fee
DHS/P/C/WW/02/19	22.10.2018 at 10.00 a.m.	850,000 PF Syringes of Epoetin Injection 4000IU-5000IU PF Syringe	10.09.2018	Rs. 60,000.00 + Taxes

BIDS SHOULD BE PREPARED AS PER THE PARTICULARS GIVEN IN THE BIDDING DOCUMENTS AVAILABLE TO PROSPECTIVE BIDDERS ON WORKING DAYS BETWEEN 0930 HOURS TO 1500 HOURS FROM ABOVE DATES AT THE HEAD OFFICE OF THE STATE PHARMACEUTICALS CORPORATION OF SRI LANKA, NO.75, SIR BARON JAYATILLAKE MAWATHA, COLOMBO 1. THESE COULD BE PURCHASED ON CASH PAYMENT OF A NON-REFUNDABLE BIDDING DOCUMENT FEE PER SET AS MENTIONED ABOVE. OFFERS RECEIVED WITHOUT ENCLOSING ORIGINAL PAYMENT RECEIPT ARE LIABLE TO BE REJECTED.

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CHAIRMAN - STANDING CABINET APPOINTED PROCUREMENT COMMITTEE
MINISTRY OF HEALTH, NUTRITION & INDIGENOUS MEDICINE
C/O CHAIRMAN - STATE PHARMACEUTICALS CORPORATION OF SRI LANKA
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Chairman- Procurement Entity
On behalf of
CHAIRMAN – STANDING CABINET APPOINTED PROCUREMENT COMMITTEE
STATE PHARMACEUTICALS CORPORATION OF SRI LANKA
75, SIR BARON JAYATILLAKE MAWATHA
COLOMBO 1, SRI LANKA.

BID NO./BID REFERENCE : DHS/P/C/WW/02/19

DATE OF ISSUE : 10TH SEPTEMBER 2018

CLOSING DATE & TIME : 22ND OCTOBER 2018 AT 10.00 HOURS SRI LANKA TIME

ORDER LIST NO. 2019/SPC/N/C/P/00039

SR No.	Description of Item/Specifications	Quantity	Delivery
00404002	<p>Epoetin Injection 4000IU-5000IU PF Syringe</p> <p>Epoetin injection 4,000IU-5,000IU prefilled syringe Each pre-filled syringe to contain 4,000IU to 5000IU of Epoetin (Recombinant Human Erythropoietin) in water for injection BP/USP for subcutaneous or intravenous injection.</p> <p>Note: 1. The product should be stable for minimum of 02 years when stored under 2'C-8'C. 2. Each Pre-filled syringe should be labeled accordingly.</p> <p>Packing : 10 PF Syringes in a box</p>	850,000 PF Syringes	<p>120,000 PF Syringes – February 2019</p> <p>120,000 PF Syringes – March 2019</p> <p>120,000 PF Syringes – May 2019</p> <p>120,000 PF Syringes – June 2019</p> <p>120,000 PF Syringes – August 2019</p> <p>120,000 PF Syringes – September 2019</p> <p>130,000 PF Syringes – November 2019</p>

A Bid Bond for LKR 5,887,000.00 or USD 36,370.00 should be submitted with valid up to 20.05.2019 together with the tender.

Bid should be valid till 20.04.2019.

'A non refundable fee of Rs. 60,000.00 + taxes should be paid in cash to SPC for each set of Tender Documents'.

CONDITIONS OF SUPPLY

34. 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 State Pharmaceuticals Corporation (SPC).
35. All items shall be supplied, sourcing from the manufacturer and country of manufacturer, stated in the Purchase Order (PO)/Indent of SPC and wherever applicable shall have a valid product registration from National Medicines Regulatory Authority (NMRA).

36. Maintaining the validity of the product registration during the period of supply (delivery schedule), obtaining import license / manufacture licensing at NMRA, is a pre-requisite for the supply of pharmaceutical items. Hence all suppliers shall produce relevant valid registration certificates/licenses, when requested by Medical Supplies Division (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. Certified copies of afore mentioned valid certificates shall be submitted to MSD by the supplier when deliveries are made.

37. 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.

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

All possible tender deviations such as Packing, labeling, delivery schedule, storage status, payment mode & conditions, etc. shall be communicated and agreed upon before accepting the tender award by the supplier. Noncompliance of same shall be considered as tender violations, to apply surcharge.

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Shelf life & Warrantees

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Standards & Quality

41. Standards: In addition to Pharmacopoeial Standards that are indicated in the item specifications, other Pharmacopoeial Standards that are registered at National Medicines Regulatory Authority in Sri Lanka are also acceptable when no bidders have quoted for the standard specified in the item specification.
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44. 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.
The bidder 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.
45. 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. If the sample/s is found to be substandard, random batch samples will be tested from all the batches/ lots in the consignment, and entire expenses on such tests, like value of samples, transport, sampling & testing charges, etc, will be recovered from the supplier.
46. Consignments supplied to MSD violating the storage conditions indicated on product labels and/or product information leaflet (as accepted for product registration at NMRA), shall be considered as quality affected consignments and quality assurance of such consignments shall be carried out by post-delivery testing at government / semi government laboratory in Sri Lanka or at an accredited laboratory (foreign/local). All the expenses on such an event, including storage cost shall be borne by the supplier. If found to be quality affected the consignment will be treated as quality failed (as clause No.10).

Pack size, Labeling & Packaging

47. 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.
48. Each Pre-filled syringe shall bear the item Description, SR No, Batch No/Lot no., Reference/Catalogue no.(not for pharmaceuticals), Date of Manufacture, Date of Expiry and "STATE LOGO" of Government of Sri Lanka.
It is essential to include and exactly match the dates of Expiry & date of Manufacture (in any form as "Year & Month"), in the innermost pack and supplier's invoice.
49. 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.
The format of Date of Manufacture/ Date of Expiry should be declared in the offer and it shall consist at least the YEAR & MONTH.
50. 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.
51. 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).
52. 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

53. 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 30⁰c +/- 2⁰c temperature and 75% +/-5% relative humidity. The product storage conditions shall be clearly indicated at all levels of labels/packages/boxes.
54. Maintenance of Cold Chain;
- f. 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.
 - g. 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.
 - h. If the cold chain break is observed at the time of taking over the consignments by MSD, such consignments shall be rejected, indicating the reason on the relevant **WDN or copy of the delivery documents**. In such an event, the SPC shall arrange necessary cold storage for the consignment until 'observed cold chain break' is investigated leading to acceptance / total rejection of consignment and the expenses born by MSD / SPC in arranging the cold storage shall be recovered from the supplier.
 - i. 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.
 - j. 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.
55. In respect of the products requiring controlled temperature storage (Eg. < 25⁰c, 2-25⁰c, 15-20⁰c/30⁰c, 2-8⁰c etc.), supplier shall provide MSD with latest product stability study reports with the invoice of the consignment.(report shall include studies; at 30⁰c +/- 2⁰c & 75% +/- 5% RH for **AC stored** items and at 25⁰c +/- 2⁰c & 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.11)

Delivery Requirements

56. 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 a consignment which is delivered after the due delivery date, Condition No. 25 on delayed deliveries shall be applied.

57. 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.

58. Defaulted consignments with respect to delivery schedule shall only be considered for acceptance, subject to a surcharge 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 surcharge to the supplier as described below ;
- (a). 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, as per the indent/PO or its' latest amended delivery schedules.
 - (b). When the delay exceeds 60days purchase order will be considered as automatically cancelled, on defaulted performance. In such a situation, MSD reserve the right to recover liquidated damages or to revoke the cancellation (eg. if payments have been released prior to such a cancellation), and accept the consignment subject to a 25% surcharge.
59. (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.
60. In respect of local manufacturers/ local suppliers, all deliveries shall be made only on week days excluding public holidays, also allowing adequate time to enable the completion of the receiving process at MSD stores before 3.30 p.m. In the event of failure to meet this deadline due to supplier's fault (eg. In delivery; time, product, document, etc.) goods shall be accepted on the following working day, such date shall be counted for working out penalties as per Condition No. 25 (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.

61. 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. 25 (regarding defaulted consignments) and any other direct or indirect additional costs/liquidated damages, relating/consequent to extension of L/C
62. 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. 25, 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

63. 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.
64. One of the tender samples of the selected bid shall be forwarded to MSD, for using as a reference sample (can make it; a part of the last consignment or a returnable to supplier) for checking the conformity of the consignments received under the indent/PO.
The images of the specimen labels, minimum pack and outer most box/shipper carton, that satisfies the above mentioned labeling conditions, shall also be provided within 14 days of releasing the indent by SPC. Reference sample will be sent by State Pharmaceuticals Corporation (SPC) to MSD.
65. 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.

66. After releasing the Indent/PO or establishing L/C, the latest logistical position of manufacturing & supply on the Indent/PO, shall be updated biweekly through e-mails to SPC with a copy to MSD by the supplier.(follow instructions in the website www.msd.gov.lk)
If it is not complied or the information so provided are found to be incomplete/false, the grace period (for supply delays) mentioned in the Condition No. 25 will not be applicable.

Please refer Global Bid Document

E: [Global Tender - Bid Document for Pharmaceuticals SCAPC](#)

PROCUREMENT NOTICE - GLOBAL



STANDING CABINET APPOINTED PROCUREMENT COMMITTEE, MINISTRY OF HEALTH, NUTRITION & INDIGENOUS MEDICINE

THE CHAIRMAN, STANDING CABINET APPOINTED PROCUREMENT COMMITTEE OF THE MINISTRY OF HEALTH, NUTRITION & INDIGENOUS MEDICINE WILL RECEIVE SEALED BIDS FOR SUPPLY OF FOLLOWING ITEMS TO THE DEPARTMENT OF HEALTH SERVICES FOR YEAR 2019.

Bid Number	Closing Date & Time	Item Description	Date of Issuing of Bid Document	Non refundable Bid Fee
DHS/P/C/WW/03/19	22.10.2018 at 10.00 a.m.	52,000 vials of Dried Factor VIII Fraction 200-350 IU vial	10.09.2018	Rs. 100,000.00 + Taxes

BIDS SHOULD BE PREPARED AS PER THE PARTICULARS GIVEN IN THE BIDDING DOCUMENTS AVAILABLE TO PROSPECTIVE BIDDERS ON WORKING DAYS BETWEEN 0930 HOURS TO 1500 HOURS FROM ABOVE DATES AT THE HEAD OFFICE OF THE STATE PHARMACEUTICALS CORPORATION OF SRI LANKA, NO.75, SIR BARON JAYATILLAKE MAWATHA, COLOMBO 1. THESE COULD BE PURCHASED ON CASH PAYMENT OF A NON-REFUNDABLE BIDDING DOCUMENT FEE PER SET AS MENTIONED ABOVE. OFFERS RECEIVED WITHOUT ENCLOSING ORIGINAL PAYMENT RECEIPT ARE LIABLE TO BE REJECTED.

"WHEREVER APPLICABLE POTENTIAL BIDDERS/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 DOCUMENT.

SEALED BIDS MAY BE SENT TO THE ADDRESS GIVEN BELOW BY POST UNDER REGISTERED COVER OR MAY BE DEPOSITED IN THE BOX AVAILABLE FOR THIS PURPOSE AT INTERNAL AUDIT DEPARTMENT IN THE MEZZANINE FLOOR OF THE STATE PHARMACEUTICALS CORPORATION OF SRI LANKA AT NO. 75, SIR BARON JAYATILLAKE MAWATHA, COLOMBO 1, SRI LANKA.

BIDS WILL BE CLOSED AT THE HEAD OFFICE OF THE STATE PHARMACEUTICALS CORPORATION ON THE DATE AND TIME MENTIONED ABOVE AND WILL BE OPENED IMMEDIATELY THEREAFTER. BIDDERS OR THEIR AUTHORISED REPRESENTATIVES WILL BE PERMITTED TO BE PRESENT AT THE TIME OF OPENING OF BIDS.

BIDDING DOCUMENTS ARE BEING SENT TO SRI LANKAN MISSIONS ABROAD AND FOREIGN MISSIONS IN SRI LANKA.

CHAIRMAN - STANDING CABINET APPOINTED PROCUREMENT COMMITTEE
MINISTRY OF HEALTH, NUTRITION & INDIGENOUS MEDICINE
C/O CHAIRMAN - STATE PHARMACEUTICALS CORPORATION OF SRI LANKA
75, SIR BARON JAYATILLAKE MAWATHA
COLOMBO 1
SRI LANKA.

FAX : 00 94-11- 2344082
TELEPHONE : 00 94-11- 2326227/94-11-2335374
E-MAIL : pharma.manager@spc.lk

Chairman- Procurement Entity
On behalf of
CHAIRMAN – STANDING CABINET APPOINTED PROCUREMENT COMMITTEE
STATE PHARMACEUTICALS CORPORATION OF SRI LANKA
75, SIR BARON JAYATILAKE MAWATHA
COLOMBO 1, SRI LANKA.

ANNEX-1

BID NO./BID REFERENCE : DHS/P/C/WW/03/19
DATE OF ISSUE : 10TH SEPTEMBER 2018
CLOSING DATE & TIME : 22ND OCTOBER 2018 AT 10.00 HOURS SRI LANKA TIME

ORDER LIST NO. 2019/SPC/N/C/P/00038

SR No.	Description of Item/Specifications	Quantity	Delivery
00206101	<p>Dried Factor VIII Fraction 200-350 IU vial</p> <p>Dried factor VIII Fraction BP (Dried Human Antihemophilic Fraction) OR Human Coagulation Factor VIII Ph Eur. OR Antihemophilic Factor USP OR Dried Human Antihemophilic Fraction IP Each vial to contain 200 - 350 IU of concentrated, monoclonal purified and detergent treated dried factor VIII Fraction BP,Ph Eur,USP or IP.</p> <p>Note:</p> <ol style="list-style-type: none">1. The item should be stable at temperature 2'C - 8'C.2. The product should have minimum 24 months shelf life at the time of delivery to MSD.3. Tenderer should submit detailed specifications of the product offered.4. The product should ensure, at least two steps on virus inactivation as recommended by WHO/US.FDA5. The donor selection process should be specified by the manufacturer.6. Each batch should be certified as free from HIV and hepatitis viruses.7. Anti viral test methods used for screening for HIV and Hepatitis viruses should be declared by the manufacturer. The test methods used should be approved by WHO/US.FDA.8. Each vial to be supplied with suitable diluent.9. The product should be protected from light. <p>Pack size : 10 Vials in a Box</p>	52,000 vials	18,000 Vials – February 2019 17,000 Vials – May 2019 17,000 Vials – August 2019

A Bid Bond for LKR 10,502,000.00 or USD 64,880.00 should be submitted with valid up to 20.05.2019 together with the tender.

'A non refundable fee of Rs. 100,000.00 + taxes should be paid in cash to SPC for each set of Tender Documents'.

CONDITIONS OF SUPPLY

67. 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 State Pharmaceuticals Corporation (SPC).
68. All items shall be supplied, sourcing from the manufacturer and country of manufacturer, stated in the Purchase Order (PO)/Indent of SPC and wherever applicable shall have a valid product registration from National Medicines Regulatory Authority (NMRA).
69. Maintaining the validity of the product registration during the period of supply (delivery schedule), obtaining import license / manufacture licensing at NMRA, is a pre-requisite for the supply of pharmaceutical items. Hence all suppliers shall produce relevant valid registration certificates/licenses, when requested by Medical Supplies Division (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. Certified copies of afore mentioned valid certificates shall be submitted to MSD by the supplier when deliveries are made.

70. 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.
71. If MSD decides to accept a consignment, with deviations from certain tender conditions (eg: with regard to labeling/packaging or any other rectifiable defect at the time of receipt in Sri Lanka.) due to an urgency, that shall be done subject to, either rectifying the defect within 05 working days by the supplier, or recovering the total cost [a] of rectifying the defect by MSD (via a duly contracted third party providing such services), from the supplier with a 25% surcharge on the labeling cost. (total charge = [a]+[a]x0.25) or 2% of the invoiced value, whichever is the highest.
- All possible tender deviations such as Packing, labeling, delivery schedule, storage status, payment mode & conditions, etc. shall be communicated and agreed upon before accepting the tender award by the supplier. Noncompliance of same shall be considered as tender violations, to apply surcharge.
72. The specifications of the product offered in the bid, by the supplier shall match with the tender specifications for the item and any form of alternate offers will not be entertained unless otherwise mentioned in this document.

Shelf life & Warrantees

73. Freshly manufactured stocks of the product shall be supplied; thereby the residual Shelf Life (shelf life remaining at the time of delivery of goods in Sri Lanka/MSD stores in case of local supplies) of the product, shall be 85% of the shelf life requested (specified in order/Indent/PO).

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

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

When the shelf life is not specified in the indent/PO/item spec; the requested shelf life shall be considered as, 24 months for pharmaceutical items.

Standards & Quality

74. **Standards:** In addition to Pharmacopoeial Standards that are indicated in the item specifications, other Pharmacopoeial Standards that are registered at National Medicines Regulatory Authority in Sri Lanka are also acceptable when no bidders have quoted for the standard specified in the item specification.
75. Any product deficient of its sub components/ accessories, not at the specified quality standards or all its components not unitized appropriately in packaging (as a set), shall be rejected.
76. Withdrawal from use of items due to quality failure found as manufacturer's/supplier's fault:
 - (a). In case of batch withdrawal, value of entire batch quantity supplied shall be recovered from the supplier.
 - (b). In case of product withdrawal, value of entire product quantity supplied shall be recovered from the supplier.
 - (c). In the event of either a) or b) above, supplier shall be surcharged the total cost involved for MSD, of the quality failed supplies with 25% administrative surcharge of the same.
77. 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.

The bidder 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.

78. 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. If the sample/s is found to be substandard, random batch samples will be tested from all the batches/ lots in the consignment, and entire expenses on such tests, like value of samples, transport, sampling & testing charges, etc, will be recovered from the supplier.
79. Consignments supplied to MSD violating the storage conditions indicated on product labels and/or product information leaflet (as accepted for product registration at NMRA), shall be considered as quality affected consignments and quality assurance of such consignments shall be carried out by post-delivery testing at government / semi government laboratory in Sri Lanka or at an accredited laboratory (foreign/local). All the expenses on such an event, including storage cost shall be borne by the supplier. If found to be quality affected the consignment will be treated as quality failed (as clause No.10).

Pack size, Labeling & Packaging

80. 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.
81. Each vial shall bear the item Description, SR No, Batch No/Lot no., Reference/Catalogue no.(not for pharmaceuticals), Date of Manufacture, Date of Expiry and "STATE LOGO" of Government of Sri Lanka.
It is essential to include and exactly match the dates of Expiry & date of Manufacture (in any form as "Year & Month"), in the innermost pack and supplier's invoice.

82. 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.
The format of Date of Manufacture/ Date of Expiry should be declared in the offer and it shall consist at least the YEAR & MONTH.
83. 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.
84. 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).
85. 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

86. 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 30⁰c +/- 2⁰c temperature and 75% +/-5% relative humidity. The product storage conditions shall be clearly indicated at all levels of labels/packages/boxes.
87. Maintenance of Cold Chain;
- k. 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.
 - l. 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.
 - m. If the cold chain break is observed at the time of taking over the consignments by MSD, such consignments shall be rejected, indicating the reason on the relevant **WDN or copy of the delivery documents**. In such an event, the SPC shall arrange necessary cold storage for the consignment until 'observed cold chain break' is investigated leading to acceptance / total rejection of consignment and the expenses born by MSD / SPC in arranging the cold storage shall be recovered from the supplier.
 - n. 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.
 - o. 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.
88. In respect of the products requiring controlled temperature storage (Eg. < 25⁰c, 2-25⁰c, 15-20⁰c/30⁰c, 2-8⁰c etc.), supplier shall provide MSD with latest product stability study reports with the invoice of the consignment.(report shall include studies; at 30⁰c +/- 2⁰c & 75% +/- 5% RH for **AC stored** items and at 25⁰c +/- 2⁰c & 60% +/- 5% RH for **Cold stored** items. It shall be a true

Delivery Requirements

89. 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 a consignment which is delivered after the due delivery date, Condition No. 25 on delayed deliveries shall be applied.

90. 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.

91. Defaulted consignments with respect to delivery schedule shall only be considered for acceptance, subject to a surcharge 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 surcharge to the supplier as described below ;

(a). 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, as per the indent/PO or its' latest amended delivery schedules.

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

92. (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.

93. 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. 25 (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 adl. expenses (i.e. staff OT, forklift charge, etc.) of MSD, by the supplier.

94. 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. 25 (regarding defaulted consignments) and any other direct or indirect additional costs/liquidated damages, relating/consequent to extension of L/C.

95. 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. 25, 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

96. 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.
97. One of the tender samples of the selected bid shall be forwarded to MSD, for using as a reference sample (can make it; a part of the last consignment or a returnable to supplier) for checking the conformity of the consignments received under the indent/PO.
The images of the specimen labels, minimum pack and outer most box/shipper carton, that satisfies the above mentioned labeling conditions, shall also be provided within 14 days of releasing the indent by SPC. Reference sample will be sent by State Pharmaceuticals Corporation (SPC) to MSD.
98. 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.
99. After releasing the Indent/PO or establishing L/C, the latest logistical position of manufacturing & supply on the Indent/PO, shall be updated biweekly through e-mails to SPC with a copy to MSD by the supplier.(follow instructions in the website www.msd.gov.lk)
If it is not complied or the information so provided are found to be incomplete/false, the grace period (for supply delays) mentioned in the condition no. 25 will not be applicable.

Please refer Global Bid Document

E: [Global Tender - Bid Document for Pharmaceuticals SCAPC](#)

PROCUREMENT NOTICE - GLOBAL

STANDING CABINET APPOINTED PROCUREMENT COMMITTEE, MINISTRY OF HEALTH, NUTRITION & INDIGENOUS MEDICINE



THE CHAIRMAN, STANDING CABINET APPOINTED PROCUREMENT COMMITTEE OF THE MINISTRY OF HEALTH, NUTRITION & INDIGENOUS MEDICINE WILL RECEIVE SEALED BIDS FOR SUPPLY OF FOLLOWING ITEMS TO THE DEPARTMENT OF HEALTH SERVICES FOR YEAR 2019.

Bid Number	Closing Date & Time	Item Description	Date of Issuing of Bid Document	Non refundable Bid Fee
DHS/P/C/WW/04/19	22.10.2018 at 10.00 a.m.	10,000,000 Bottles of Sodium Chloride for IV use, 0.9%, 500ml	10.09.2018	Rs. 60,000.00 + Taxes

BIDS SHOULD BE PREPARED AS PER THE PARTICULARS GIVEN IN THE BIDDING DOCUMENTS AVAILABLE TO PROSPECTIVE BIDDERS ON WORKING DAYS BETWEEN 0930 HOURS TO 1500 HOURS FROM ABOVE

DATES AT THE HEAD OFFICE OF THE STATE PHARMACEUTICALS CORPORATION OF SRI LANKA, NO.75, SIR BARON JAYATILLAKE MAWATHA, COLOMBO 1. THESE COULD BE PURCHASED ON CASH PAYMENT OF A NON-REFUNDABLE BIDDING DOCUMENT FEE PER SET AS MENTIONED ABOVE. OFFERS RECEIVED WITHOUT ENCLOSING ORIGINAL PAYMENT RECEIPT ARE LIABLE TO BE REJECTED.

"WHEREVER APPLICABLE POTENTIAL BIDDERS/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 DOCUMENT.

SEALED BIDS MAY BE SENT TO THE ADDRESS GIVEN BELOW BY POST UNDER REGISTERED COVER OR MAY BE DEPOSITED IN THE BOX AVAILABLE FOR THIS PURPOSE AT INTERNAL AUDIT DEPARTMENT IN THE MEZZANINE FLOOR OF THE STATE PHARMACEUTICALS CORPORATION OF SRI LANKA AT NO. 75, SIR BARON JAYATILLAKE MAWATHA, COLOMBO 1, SRI LANKA.

BIDS WILL BE CLOSED AT THE HEAD OFFICE OF THE STATE PHARMACEUTICALS CORPORATION ON THE DATE AND TIME MENTIONED ABOVE AND WILL BE OPENED IMMEDIATELY THEREAFTER. BIDDERS OR THEIR AUTHORISED REPRESENTATIVES WILL BE PERMITTED TO BE PRESENT AT THE TIME OF OPENING OF BIDS.

BIDDING DOCUMENTS ARE BEING SENT TO SRI LANKAN MISSIONS ABROAD AND FOREIGN MISSIONS IN SRI LANKA.

CHAIRMAN - STANDING CABINET APPOINTED PROCUREMENT COMMITTEE
MINISTRY OF HEALTH, NUTRITION & INDIGENOUS MEDICINE
C/O CHAIRMAN - STATE PHARMACEUTICALS CORPORATION OF SRI LANKA
75, SIR BARON JAYATILLAKE MAWATHA
COLOMBO 1
SRI LANKA.

FAX : 00 94-11- 2344082
TELEPHONE : 00 94-11- 2326227/94-11-2335374
E-MAIL : pharma.manager@spc.lk

Chairman- Procurement Entity
On behalf of
CHAIRMAN – STANDING CABINET APPOINTED PROCUREMENT COMMITTEE
STATE PHARMACEUTICALS CORPORATION OF SRI LANKA
75, SIR BARON JAYATILLAKE MAWATHA
COLOMBO 1, SRI LANKA.

ANNEX-1

BID NO./BID REFERENCE : DHS/P/C/WW/04/19
DATE OF ISSUE : 10TH SEPTEMBER 2018
CLOSING DATE & TIME : 22ND OCTOBER 2018 AT 10.00 HOURS SRI LANKA TIME

ORDER LIST NO. 2019/SPC/N/R/P/00031

SR No.	Description of Item/Specifications	Quantity	Delivery
00401003	Sodium Chloride for IV use, 0.9%, 500ml Sodium Chloride intravenous infusion BP 0.9% w/v Or Sodium Chloride injection USP, 0.9% w/v Each 500ml bottle to contain 0.9% w/v of Sodium Chloride BP/USP in water for injection BP/USP intravenous infusion. Note: 1. The bottle should be graduated to 500ml and be made of medicinal grade Polyethylene or	10,000,000 bottles	750,000 Bottles- March 2019 750,000 Bottles- April 2019 750,000 Bottles- May 2019 750,000 Bottles- June 2019

	<p>Polypropylene. PVC is not acceptable.</p> <ol style="list-style-type: none"> 2. The bottle should have a device for hanging. 3. To prevent leakage of fluid with insertion or withdrawal of spike or continuous use the site of the insertion of piercing spike should be covered with a sterile rubber disk or bung and the plastic cover of the disk or bung should be fused to neck of the bottle right round. 4. Each bottle should be packed individually in a protective polyethylene cover. 5. The product should be sterile and stable for a minimum of 24 months within a temperature range of 30° C- 35° C. 6. The bottle should be labeled accordingly <p>Pack Size : one bottle</p>		<p>750,000 Bottles- July 2019</p> <p>750,000 Bottles- August 2019</p> <p>750,000 Bottles- September 2019</p> <p>750,000 Bottles- October 2019</p> <p>750,000 Bottles- November 2019</p> <p>750,000 Bottles- December 2019</p> <p>750,000 Bottles- January 2020</p> <p>750,000 Bottles- February 2020</p> <p>750,000 Bottles- March 2020</p> <p>250,000 Bottles- April 2020</p>
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A Bid Bond for LKR 9,854,000.00 or USD 60,878.00 should be submitted with valid up to 20.05.2019 together with the tender.

Bid should be valid till 20.04.2019.

'A non refundable fee of Rs. 60,000.00 + taxes should be paid in cash to SPC for each set of Tender Documents'.

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 State Pharmaceuticals Corporation (SPC).
2. All items shall be supplied, sourcing from the manufacturer and country of manufacturer, stated in the Purchase Order (PO)/Indent of SPC and wherever applicable shall have a valid product registration from National Medicines Regulatory Authority (NMRA).
3. Maintaining the validity of the product registration during the period of supply (delivery schedule), obtaining import license / manufacture licensing at NMRA, is a pre-requisite for the supply of pharmaceutical items. Hence all suppliers shall produce relevant valid registration certificates/licenses, when requested by Medical Supplies Division (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 consignment, with deviations from certain tender conditions (eg: with regard to labeling/packaging or any other rectifiable defect at the time of receipt in Sri Lanka.) due to an urgency, that shall be done subject to, either rectifying the defect within 05 working days by the supplier, or recovering the total cost [a] of rectifying the defect by MSD (via a duly contracted third party providing such services), from the supplier with a 25% surcharge on the labeling cost. (total charge = [a]+[a]x0.25) or 2% of the invoiced value, whichever is the highest.

All possible tender deviations such as Packing, labeling, delivery schedule, storage status, payment mode & conditions, etc. shall be communicated and agreed upon before accepting the tender award by the supplier. Noncompliance of same shall be considered as tender violations, to apply surcharge.

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

Shelf life & Warrantees

7. Freshly manufactured stocks of the product shall be supplied; thereby the residual Shelf Life (shelf life remaining at the time of delivery of goods in Sri Lanka/MSD stores in case of local supplies) of the product, shall be 85% of the shelf life requested (specified in order/Indent/PO).

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

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

When the shelf life is not specified in the indent/PO/item spec; the requested shelf life shall be considered as, 24 months for pharmaceutical items.

Standards & Quality

8. Standards; In addition to Pharmacopoeial Standards that are indicated in the item specifications, other Pharmacopoeial Standards that are registered at National Medicines Regulatory Authority in Sri Lanka are also acceptable when no bidders have quoted for the standard specified in the item specification.
9. Withdrawal from use of items due to quality failure found as manufacturer's/supplier's fault:
 - (a). In case of batch withdrawal, **value of entire batch quantity supplied** shall be recovered from the supplier.
 - (b). In case of product withdrawal, **value of entire product quantity** supplied shall be recovered from the supplier.
 - (c). In the event of either a) or b) above, supplier shall be surcharged the total **cost involved for MSD, of the quality failed supplies** with 25% administrative surcharge of the same.
10. 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.

The bidder 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.

11. 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. If the sample/s is found to be substandard, random batch samples will be tested from all the batches/ lots in the consignment, and entire expenses on such tests, like value of samples, transport, sampling & testing charges, etc, will be recovered from the supplier.
12. Consignments supplied to MSD violating the storage conditions indicated on product labels and/or product information leaflet (as accepted for product registration at NMRA), shall be considered as quality affected consignments and quality assurance of such consignments shall be carried out by post-delivery testing at government / semi government laboratory in Sri Lanka or at an accredited laboratory (foreign/local). All the expenses on such an event, including storage cost shall be borne by the supplier. If found to be quality affected the consignment will be treated as quality failed (as clause No.09).

Pack size, Labeling & Packaging

13. 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.
14. Each bottle shall bear the item Description, SR No, Batch No/Lot no., Reference/Catalogue no.(not for pharmaceuticals), Date of Manufacture, Date of Expiry and "STATE LOGO" of Government of Sri Lanka.
It is essential to include and exactly match the dates of Expiry & date of Manufacture (in any form as "Year & Month" or "No Exp."), in the innermost pack and supplier's invoice.
15. 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.
The format of Date of Manufacture/ Date of Expiry should be declared in the offer and it shall consist at least the YEAR & MONTH.
16. 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.
17. 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).
18. 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

19. 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 30⁰c +/- 2⁰c temperature and 75% +/-5% relative humidity. The product storage conditions shall be clearly indicated at all levels of labels/packages/boxes.

20. Maintenance of Cold Chain;

- p. 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.
- q. 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.
- r. If the cold chain break is observed at the time of taking over the consignments by MSD, such consignments shall be rejected, indicating the reason on the relevant **WDN or copy of the delivery documents**. In such an event, the SPC shall arrange necessary cold storage for the consignment until 'observed cold chain break' is investigated leading to acceptance / total rejection of consignment and the expenses born by MSD / SPC in arranging the cold storage shall be recovered from the supplier.
- s. 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.
- t. 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.

21. In respect of the products requiring controlled temperature storage (Eg. < 25⁰c, 2-25⁰c, 15-20⁰c/30⁰c, 2-8⁰c etc.), supplier shall provide MSD with latest product stability study reports with the invoice of the consignment.(report shall include studies; at 30⁰c +/- 2⁰c & 75% +/- 5% RH for **AC stored** items and at 25⁰c +/- 2⁰c & 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.10)

Delivery Requirements

22. 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 a consignment which is delivered after the due delivery date, Condition No. 24 on delayed deliveries shall be applied.

23. 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.

24. Defaulted consignments with respect to delivery schedule shall only be considered for acceptance, subject to a surcharge 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 surcharge to the supplier as described below ;

- (a). 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, 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.
25. (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.
26. 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. 24 (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.

27. 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. 24 (regarding defaulted consignments) and any other direct or indirect additional costs/liquidated damages, relating/consequent to extension of L/C.
28. 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. 24, 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

29. 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.
30. One of the tender samples of the selected bid shall be forwarded to MSD, for using as a reference sample (can make it; a part of the last consignment or a returnable to supplier) for checking the conformity of the consignments received under the indent/PO.
The images of the specimen labels, minimum pack and outer most box/shipper carton, that satisfies the above mentioned labeling conditions, shall also be provided within 14 days of releasing the indent by SPC. Reference sample to be sent by State Pharmaceuticals Corporation (SPC) to MSD.
31. 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.

32. After releasing the Indent/PO or establishing L/C, the latest logistical position of manufacturing & supply on the Indent/PO, shall be updated biweekly through e-mails to SPC with a copy to MSD by the supplier.(follow instructions in the website www.msd.gov.lk)
If it is not complied or the information so provided are found to be incomplete/false, the grace period (for supply delays) mentioned in the condition no. 24 will not be applicable.

Please refer Global Bid Document

E: [Global Tender - Bid Document for Pharmaceuticals SCAPC](#)

PROCUREMENT NOTICE - GLOBAL



STANDING CABINET APPOINTED PROCUREMENT COMMITTEE, MINISTRY OF HEALTH, NUTRITION & INDIGENOUS MEDICINE

THE CHAIRMAN, STANDING CABINET APPOINTED PROCUREMENT COMMITTEE OF THE MINISTRY OF HEALTH, NUTRITION & INDIGENOUS MEDICINE WILL RECEIVE SEALED BIDS FOR SUPPLY OF FOLLOWING ITEMS TO THE DEPARTMENT OF HEALTH SERVICES FOR YEAR 2019.

Bid Number	Closing Date & Time	Item Description	Date of Issuing of Bid Document	Non refundable Bid Fee
DHS/P/C/WW/05/19	22.10.2018 at 10.00 a.m.	2,450,000 capsules of Mycophenolate Mofetil Capsules/Tablets 500mg	10.09.2018	Rs. 60,000.00 + Taxes

BIDS SHOULD BE PREPARED AS PER THE PARTICULARS GIVEN IN THE BIDDING DOCUMENTS AVAILABLE TO PROSPECTIVE BIDDERS ON WORKING DAYS BETWEEN 0930 HOURS TO 1500 HOURS FROM ABOVE DATES AT THE HEAD OFFICE OF THE STATE PHARMACEUTICALS CORPORATION OF SRI LANKA, NO.75, SIR BARON JAYATILLAKE MAWATHA, COLOMBO 1. THESE COULD BE PURCHASED ON CASH PAYMENT OF A NON-REFUNDABLE BIDDING DOCUMENT FEE PER SET AS MENTIONED ABOVE. OFFERS RECEIVED WITHOUT ENCLOSING ORIGINAL PAYMENT RECEIPT ARE LIABLE TO BE REJECTED.

"WHEREVER APPLICABLE POTENTIAL BIDDERS/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 DOCUMENT.

SEALED BIDS MAY BE SENT TO THE ADDRESS GIVEN BELOW BY POST UNDER REGISTERED COVER OR MAY BE DEPOSITED IN THE BOX AVAILABLE FOR THIS PURPOSE AT INTERNAL AUDIT DEPARTMENT IN THE MEZZANINE FLOOR OF THE STATE PHARMACEUTICALS CORPORATION OF SRI LANKA AT NO. 75, SIR BARON JAYATILLAKE MAWATHA, COLOMBO 1, SRI LANKA.

BIDS WILL BE CLOSED AT THE HEAD OFFICE OF THE STATE PHARMACEUTICALS CORPORATION ON THE DATE AND TIME MENTIONED ABOVE AND WILL BE OPENED IMMEDIATELY THEREAFTER. BIDDERS OR THEIR AUTHORISED REPRESENTATIVES WILL BE PERMITTED TO BE PRESENT AT THE TIME OF OPENING OF BIDS.

CHAIRMAN - STANDING CABINET APPOINTED PROCUREMENT COMMITTEE
MINISTRY OF HEALTH, NUTRITION & INDIGENOUS MEDICINE
C/O CHAIRMAN - STATE PHARMACEUTICALS CORPORATION OF SRI LANKA
75, SIR BARON JAYATILAKE MAWATHA
COLOMBO 1
SRI LANKA.

FAX : 00 94-11- 2344082
TELEPHONE : 00 94-11- 2326227/94-11-2335374
E-MAIL : pharma.manager@spc.lk

Chairman- Procurement Entity
On behalf of
CHAIRMAN – STANDING CABINET APPOINTED PROCUREMENT COMMITTEE
STATE PHARMACEUTICALS CORPORATION OF SRI LANKA
75, SIR BARON JAYATILAKE MAWATHA
COLOMBO 1, SRI LANKA.

ANNEX-1

BID NO./BID REFERENCE : DHS/P/C/WW/05/19
DATE OF ISSUE : 10TH SEPTEMBER 2018
CLOSING DATE & TIME : 22ND OCTOBER 2018 AT 10.00 HOURS SRI LANKA TIME

ORDER LIST NO. 2019/SPC/N/C/P/00026

SR No.	Description of Item/ Specifications	Quantity	Delivery
01205303	Mycophenolate Mofetil Capsules/Tablets 500mg Mycophenolate Mofetil Capsule 500mg Each capsule to contain 500mg of Mycophenolate Mofetil OR Mycophenolate Mofetil Tablet 500mg (SR126034) Each tablet to contain 500mg of Mycophenolate Mofetil Note : 01. The shelf life of the product should be minimum of 24 months Pack size : 10 capsules in a card 100 capsules in a box	2,450,000 capsules	1,450,000 capsules – March 2019 1,000,000 capsules – July 2019

A Bid Bond for LKR 5,786,000.00 or USD 35,746.00 should be submitted with valid up to 20.05.2019 together with the tender.

Bid should be valid till 20.04.2019.

'A non refundable fee of Rs. 60,000.00 + taxes should be paid in cash to SPC for each set of Tender Documents'.

CONDITIONS OF SUPPLY

100. 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 State Pharmaceuticals Corporation (SPC).
101. All items shall be supplied, sourcing from the manufacturer and country of manufacturer, stated in the Purchase Order (PO)/Indent of SPC and wherever applicable shall have a valid product registration from National Medicines Regulatory Authority (NMRA).
102. Maintaining the validity of the product registration during the period of supply (delivery schedule), obtaining import license / manufacture licensing at NMRA, is a pre-requisite for the supply of pharmaceutical items. Hence all suppliers shall produce relevant valid registration certificates/licenses, when requested by Medical Supplies Division (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. Certified copies of afore mentioned valid certificates shall be submitted to MSD by the supplier when deliveries are made.
103. 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.
104. If MSD decides to accept a consignment, with deviations from certain tender conditions (eg: with regard to labeling/packaging or any other rectifiable defect at the time of receipt in Sri Lanka.) due to an urgency, that shall be done subject to, either rectifying the defect within 05 working days by the supplier, or recovering the total cost [a] of rectifying the defect by MSD (via a duly contracted third party providing such services), from the supplier with a 25% surcharge on the labeling cost. (total charge = [a]+[a]x0.25) or 2% of the invoiced value, whichever is the highest.
- All possible tender deviations such as Packing, labeling, delivery schedule, storage status, payment mode & conditions, etc., shall be communicated and agreed upon before accepting the tender award by the supplier. Noncompliance of same shall be considered as tender violations, to apply surcharge.
105. The specifications of the product offered in the bid, by the supplier shall match with the tender specifications for the item and any form of alternate offers will not be entertained unless otherwise mentioned in this document.

Shelf life & Warrantees

106. Freshly manufactured stocks of the product shall be supplied; thereby the residual Shelf Life (shelf life remaining at the time of delivery of goods in Sri Lanka/MSD stores in case of local supplies) of the product, shall be 85% of the shelf life requested (specified in order/Indent/PO). In respect of the items with requested shelf life equal or more than 24 months, any deficit between the residual shelf life and requested shelf, shall not be more than 04 months.

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

When the shelf life is not specified in the indent/PO/item spec; the requested shelf life shall be considered as, 24 months for pharmaceutical items.

Standards & Quality

107. Standards: In addition to Pharmacopoeial Standards that are indicated in the item specifications, other Pharmacopoeial Standards that are registered at National Medicines Regulatory Authority in Sri Lanka are also acceptable when no bidders have quoted for the standard specified in the item specification.
108. Withdrawal from use of items due to quality failure found as manufacturer's/supplier's fault:
- (a). In case of batch withdrawal, value of entire batch quantity supplied shall be recovered from the supplier.

- (b). In case of product withdrawal, value of entire product quantity supplied shall be recovered from the supplier.
- (c). In the event of either a) or b) above, supplier shall be surcharged the total cost involved for MSD, of the quality failed supplies with 25% administrative surcharge of the same.
109. 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.

The bidder 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.

110. 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. If the sample/s is found to be substandard, random batch samples will be tested from all the batches/ lots in the consignment, and entire expenses on such tests, like value of samples, transport, sampling & testing charges, etc, will be recovered from the supplier.
111. Consignments supplied to MSD violating the storage conditions indicated on product labels and/or product information leaflet (as accepted for product registration at NMRA), shall be considered as quality affected consignments and quality assurance of such consignments shall be carried out by post-delivery testing at government / semi government laboratory in Sri Lanka or at an accredited laboratory (foreign/local). All the expenses on such an event, including storage cost shall be borne by the supplier. If found to be quality affected the consignment will be treated as quality failed (as clause No.09).

Pack size, Labeling & Packaging

112. 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.
113. 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
114. Each innermost pack shall bear the item Description, SR No, Batch No/Lot no., Reference/Catalogue no.(not for pharmaceuticals), Date of Manufacture, Date of Expiry and "STATE LOGO" of Government of Sri Lanka.
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.
115. 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.
The format of Date of Manufacture/ Date of Expiry should be declared in the offer and it shall consist at least the YEAR & MONTH.
116. 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.

117. 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).
118. 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

119. 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 30⁰c +/- 2⁰c temperature and 75% +/-5% relative humidity. The product storage conditions shall be clearly indicated at all levels of labels/packages/boxes.
120. Maintenance of Cold Chain;
- u. 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.
 - v. 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.
 - w. If the cold chain break is observed at the time of taking over the consignments by MSD, such consignments shall be rejected, indicating the reason on the relevant **WDN or copy of the delivery documents**. In such an event, the SPC shall arrange necessary cold storage for the consignment until 'observed cold chain break' is investigated leading to acceptance / total rejection of consignment and the expenses born by MSD / SPC in arranging the cold storage shall be recovered from the supplier.
 - x. 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.
 - y. 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.
121. In respect of the products requiring controlled temperature storage (Eg. < 25⁰c, 2-25⁰c, 15-20⁰c/30⁰c, 2-8⁰c etc.), supplier shall provide MSD with latest product stability study reports with the invoice of the consignment.(report shall include studies; at 30⁰c +/- 2⁰c & 75% +/- 5% RH for **AC stored** items and at 25⁰c +/- 2⁰c & 60% +/- 5% RH for **Cold stored** items. It shall be a true

Delivery Requirements

122. 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 a consignment which is delivered after the due delivery date, Condition No. 25 on delayed deliveries shall be applied.

123. 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.

124. Defaulted consignments with respect to delivery schedule shall only be considered for acceptance, subject to a surcharge 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 surcharge to the supplier as described below ;

(a). 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, as per the indent/PO or its' latest amended delivery schedules.

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

125. (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.

126. 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. 25 (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 adl. expenses (i.e. staff OT, forklift charge, etc.) of MSD, by the supplier.

127. 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. 25

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

128. 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. 25, 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

129. 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.

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

The images of the specimen labels, minimum pack and outer most box/shipper carton, that satisfies the above mentioned labeling conditions, shall also be provided within 14 days of releasing the indent by SPC. Reference sample will be sent by State Pharmaceuticals Corporation (SPC) to MSD.

131. 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.

132. 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 25 will not be applicable.

Please refer Global Bid Document

E: [Global Tender - Bid Document for Pharmaceuticals SCAPC](#)

PROCUREMENT NOTICE - GLOBAL



STANDING CABINET APPOINTED PROCUREMENT COMMITTEE, MINISTRY OF HEALTH, NUTRITION & INDIGENOUS MEDICINE

THE CHAIRMAN, STANDING CABINET APPOINTED PROCUREMENT COMMITTEE OF THE MINISTRY OF HEALTH, NUTRITION & INDIGENOUS MEDICINE WILL RECEIVE SEALED BIDS FOR SUPPLY OF FOLLOWING ITEMS TO THE DEPARTMENT OF HEALTH SERVICES FOR YEAR 2019.

Bid Number	Closing Date & Time	Item Description	Date of Issuing of Bid Document	Non refundable Bid Fee
DHS/P/C/WW/06/19	22.10.2018 at 10.00 a.m.	850,000 Vials of Biphasic Isophane Insulin (Human) Injection 30/70	10.09.2018	Rs. 60,000.00 + Taxes

BIDS SHOULD BE PREPARED AS PER THE PARTICULARS GIVEN IN THE BIDDING DOCUMENTS AVAILABLE TO PROSPECTIVE BIDDERS ON WORKING DAYS BETWEEN 0930 HOURS TO 1500 HOURS FROM ABOVE DATES AT THE HEAD OFFICE OF THE STATE PHARMACEUTICALS CORPORATION OF SRI LANKA, NO.75, SIR BARON JAYATILLAKE MAWATHA, COLOMBO 1. THESE COULD BE PURCHASED ON CASH PAYMENT OF A NON-REFUNDABLE BIDDING DOCUMENT FEE PER SET AS MENTIONED ABOVE. OFFERS RECEIVED WITHOUT ENCLOSING ORIGINAL PAYMENT RECEIPT ARE LIABLE TO BE REJECTED.

"WHEREVER APPLICABLE POTENTIAL BIDDERS/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 DOCUMENT.

SEALED BIDS MAY BE SENT TO THE ADDRESS GIVEN BELOW BY POST UNDER REGISTERED COVER OR MAY BE DEPOSITED IN THE BOX AVAILABLE FOR THIS PURPOSE AT INTERNAL AUDIT DEPARTMENT IN THE MEZZANINE FLOOR OF THE STATE PHARMACEUTICALS CORPORATION OF SRI LANKA AT NO. 75, SIR BARON JAYATILLAKE MAWATHA, COLOMBO 1, SRI LANKA.

BIDS WILL BE CLOSED AT THE HEAD OFFICE OF THE STATE PHARMACEUTICALS CORPORATION ON THE DATE AND TIME MENTIONED ABOVE AND WILL BE OPENED IMMEDIATELY THEREAFTER. BIDDERS OR THEIR AUTHORISED REPRESENTATIVES WILL BE PERMITTED TO BE PRESENT AT THE TIME OF OPENING OF BIDS.

BIDDING DOCUMENTS ARE BEING SENT TO SRI LANKAN MISSIONS ABROAD AND FOREIGN MISSIONS IN SRI LANKA.

CHAIRMAN - STANDING CABINET APPOINTED PROCUREMENT COMMITTEE
MINISTRY OF HEALTH, NUTRITION & INDIGENOUS MEDICINE
C/O CHAIRMAN - STATE PHARMACEUTICALS CORPORATION OF SRI LANKA
75, SIR BARON JAYATILLAKE MAWATHA
COLOMBO 1
SRI LANKA.

FAX : 00 94-11- 2344082
TELEPHONE : 00 94-11- 2326227/94-11-2335374
E-MAIL : pharma.manager@spc.lk

Chairman- Procurement Entity
On behalf of
CHAIRMAN – STANDING CABINET APPOINTED PROCUREMENT COMMITTEE
STATE PHARMACEUTICALS CORPORATION OF SRI LANKA
75, SIR BARON JAYATILLAKE MAWATHA
COLOMBO 1, SRI LANKA.

ANNEX-1

BID NO./BID REFERENCE: DHS/P/C/WW/06/19
DATE OF ISSUE : 10TH SEPTEMBER 2018
CLOSING DATE & TIME : 22ND OCTOBER 2018 AT 10.00 HOURS SRI LANKA TIME

ORDER LIST NO. 2019/SPC/N/R/P/00041

SR No.	Description of Item/Specifications	Quantity	Delivery
00700601	Biphasic Isophane Insulin (Human) Injection 30/70 Biphasic Isophane Insulin injection BP,1000 IU / 10ml. Each 10ml rubber capped multidose vial to contain 100 IU/ml (Human 30% as soluble 70% as Isophane) suspension of Human insulin complexed with Protamin sulphate in a solution of Human Insulin. Note: 1.This injection should be stable for a minimum of	850,000 vials	300,000 vials – April 2019 275,000 vials – July 2019 275,000 vials – September 2019

	<p>02 years when stored within the temperature range of 2°C - 8°C.</p> <p>2. Manufacturer should confirm the product is free of HIV and Hepatitis virus.</p> <p>3. This injection to be presented in airtight tamper proof vial.</p> <p>4. Each vial should be labelled accordingly.</p> <p>Pack size : 10 vials in a Box</p>		
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A Bid Bond for LKR 7,053,000.00 or USD 43,573.00 should be submitted with valid up to 20.05.2019 together with the tender.

Bid should be valid till 20.04.2019.

'A non-refundable fee of Rs. 60,000.00 + taxes should be paid in cash to SPC for each set of Tender Documents'.

CONDITIONS OF SUPPLY

133. 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 State Pharmaceuticals Corporation (SPC).

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

135. Maintaining the validity of the product registration during the period of supply (delivery schedule), obtaining import license / manufacture licensing at NMRA, is a pre-requisite for the supply of pharmaceutical items. Hence all suppliers shall produce relevant valid registration certificates/licenses, when requested by Medical Supplies Division (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. Certified copies of afore mentioned valid certificates shall be submitted to MSD by the supplier when deliveries are made.

136. 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.

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

All possible tender deviations such as Packing, labeling, delivery schedule, storage status, payment mode & conditions, etc., shall be communicated and agreed upon before accepting the tender award by the supplier. Noncompliance of same shall be considered as tender violations, to apply surcharge.

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

Shelf life & Warrantees

139. Freshly manufactured stocks of the product shall be supplied; thereby the residual Shelf Life (shelf life remaining at the time of delivery of goods in Sri Lanka/MSD stores in case of local supplies) of the product, shall be 85% of the shelf life requested (specified in order/Indent/PO). In respect of the items with requested shelf life equal or more than 24 months, any deficit between the residual shelf life and requested shelf, shall not be more than 04 months.

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

When the shelf life is not specified in the indent/PO/item spec; the requested shelf life shall be considered as, 24 months for pharmaceutical items.

Standards & Quality

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

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

- (a). In case of batch withdrawal, value of entire batch quantity supplied shall be recovered from the supplier.
- (b). In case of product withdrawal, value of entire product quantity supplied shall be recovered from the supplier.
- (c). In the event of either a) or b) above, supplier shall be surcharged the total cost involved for MSD, of the quality failed supplies with 25% administrative surcharge of the same.

142. 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.

The bidder 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.

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

144. Consignments supplied to MSD violating the storage conditions indicated on product labels and/or product information leaflet (as accepted for product registration at NMRA), shall be considered as quality affected consignments and quality assurance of such consignments shall be carried out by post-delivery testing at government / semi government laboratory in Sri Lanka or at an accredited laboratory (foreign/local). All the expenses on such an event, including storage cost shall be borne by the supplier. If found to be quality affected the consignment will be treated as quality failed (as clause No.09).

Pack size, Labeling & Packaging

145. 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.

146. Each vial shall bear the item Description, SR No, Batch No/Lot no., Reference/Catalogue no.(not for pharmaceuticals), Date of Manufacture, Date of Expiry and "STATE LOGO" of Government of Sri Lanka.

It is essential to include and exactly match the dates of Expiry & date of Manufacture (in any form as "Year & Month"), in the innermost pack and supplier's invoice.

147. 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.
The format of Date of Manufacture/ Date of Expiry should be declared in the offer and it shall consist at least the YEAR & MONTH.
148. 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.
149. 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).
150. 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

151. 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 30⁰c +/- 2⁰c temperature and 75% +/-5% relative humidity. The product storage conditions shall be clearly indicated at all levels of labels/packages/boxes.
152. Maintenance of Cold Chain;
- z. 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.
- aa. 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.

- bb. If the cold chain break is observed at the time of taking over the consignments by MSD, such consignments shall be rejected, indicating the reason on the relevant **WDN or copy of the delivery documents**. In such an event, the SPC shall arrange necessary cold storage for the consignment until 'observed cold chain break' is investigated leading to acceptance / total rejection of consignment and the expenses born by MSD / SPC in arranging the cold storage shall be recovered from the supplier.
 - cc. 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.
 - dd. 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.
153. In respect of the products requiring controlled temperature storage (Eg. < 25⁰c, 2-25⁰c, 15-20⁰c/30⁰c, 2-8⁰c etc.), supplier shall provide MSD with latest product stability study reports with the invoice of the consignment.(report shall include studies; at 30⁰c +/- 2⁰c & 75% +/- 5% RH for **AC stored** items and at 25⁰c +/- 2⁰c & 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.10)

Delivery Requirements

154. 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 a consignment which is delivered after the due delivery date, Condition No. 24 on delayed deliveries shall be applied.

155. 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.

156. Defaulted consignments with respect to delivery schedule shall only be considered for acceptance, subject to a surcharge 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 surcharge to the supplier as described below ;

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

157. (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.
158. 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. 24 (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 adl. expenses (i.e. staff OT, forklift charge, etc.) of MSD, by the supplier.
159. 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. 24 (regarding defaulted consignments) and any other direct or indirect additional costs/liquidated damages, relating/consequent to extension of L/C
160. 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. 24, 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

161. 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.
162. One of the tender samples of the selected bid shall be forwarded to MSD, for using as a reference sample (can make it; a part of the last consignment or a returnable to supplier) for checking the conformity of the consignments received under the indent/PO.
The images of the specimen labels, minimum pack and outer most box/shipper carton, that satisfies the above mentioned labeling conditions, shall also be provided within 14 days of releasing the indent by SPC. Reference sample will be sent by State Pharmaceuticals Corporation (SPC) to MSD.
163. 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.
164. 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 24 will not be applicable.



PROCUREMENT NOTICE - GLOBAL

STANDING CABINET APPOINTED PROCUREMENT COMMITTEE, MINISTRY OF HEALTH, NUTRITION & INDIGENOUS MEDICINE

THE CHAIRMAN, STANDING CABINET APPOINTED PROCUREMENT COMMITTEE OF THE MINISTRY OF HEALTH, NUTRITION & INDIGENOUS MEDICINE WILL RECEIVE SEALED BIDS FOR SUPPLY OF FOLLOWING ITEMS TO THE DEPARTMENT OF HEALTH SERVICES FOR YEAR 2019.

Bid Number	Closing Date & Time	Item Description	Date of Issuing of Bid Document	Non refundable Bid Fee
DHS/P/C/WW/07/19	22.10.2018 at 10.00 a.m.	10,000 Vials of Tenecteplase Injection 40mg vial	10.09.2018	Rs. 100,000.00 + Taxes

BIDS SHOULD BE PREPARED AS PER THE PARTICULARS GIVEN IN THE BIDDING DOCUMENTS AVAILABLE TO PROSPECTIVE BIDDERS ON WORKING DAYS BETWEEN 0930 HOURS TO 1500 HOURS FROM ABOVE DATES AT THE HEAD OFFICE OF THE STATE PHARMACEUTICALS CORPORATION OF SRI LANKA, NO.75, SIR BARON JAYATILAKE MAWATHA, COLOMBO 1. THESE COULD BE PURCHASED ON CASH PAYMENT OF A NON-REFUNDABLE BIDDING DOCUMENT FEE PER SET AS MENTIONED ABOVE. OFFERS RECEIVED WITHOUT ENCLOSING ORIGINAL PAYMENT RECEIPT ARE LIABLE TO BE REJECTED.

"WHEREVER APPLICABLE POTENTIAL BIDDERS/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 DOCUMENT.

SEALED BIDS MAY BE SENT TO THE ADDRESS GIVEN BELOW BY POST UNDER REGISTERED COVER OR MAY BE DEPOSITED IN THE BOX AVAILABLE FOR THIS PURPOSE AT INTERNAL AUDIT DEPARTMENT IN THE MEZZANINE FLOOR OF THE STATE PHARMACEUTICALS CORPORATION OF SRI LANKA AT NO. 75, SIR BARON JAYATILAKE MAWATHA, COLOMBO 1, SRI LANKA.

BIDS WILL BE CLOSED AT THE HEAD OFFICE OF THE STATE PHARMACEUTICALS CORPORATION ON THE DATE AND TIME MENTIONED ABOVE AND WILL BE OPENED IMMEDIATELY THEREAFTER. BIDDERS OR THEIR AUTHORISED REPRESENTATIVES WILL BE PERMITTED TO BE PRESENT AT THE TIME OF OPENING OF BIDS.

BIDDING DOCUMENTS ARE BEING SENT TO SRI LANKAN MISSIONS ABROAD AND FOREIGN MISSIONS IN SRI LANKA.

CHAIRMAN - STANDING CABINET APPOINTED PROCUREMENT COMMITTEE
MINISTRY OF HEALTH, NUTRITION & INDIGENOUS MEDICINE
C/O CHAIRMAN - STATE PHARMACEUTICALS CORPORATION OF SRI LANKA
75, SIR BARON JAYATILAKE MAWATHA
COLOMBO 1
SRI LANKA.

FAX : 00 94-11- 2344082
TELEPHONE : 00 94-11- 2326227/94-11-2335374
E-MAIL : pharma.manager@spc.lk

Chairman- Procurement Entity
 On behalf of
 CHAIRMAN – STANDING CABINET APPOINTED PROCUREMENT COMMITTEE
 STATE PHARMACEUTICALS CORPORATION OF SRI LANKA
 75, SIR BARON JAYATILAKE MAWATHA
 COLOMBO 1, SRI LANKA.

ANNEX-1

BID NO./BID REFERENCE : DHS/P/C/WW/07/19
DATE OF ISSUE : 10TH SEPTEMBER 2018
CLOSING DATE & TIME : 22ND OCTOBER 2018 AT 10.00 HOURS SRI LANKA TIME

ORDER LIST NO. 2019/SPC/N/R/P/00110

SR No.	Description of Item/ Specifications	Quantity	Delivery
00206901	<p>Tenecteplase Injection 40mg vial</p> <p>Tenecteplase injection 40mg vial Each vial to contain 40mg (8,000 units) Tenecteplase as sterile, dry powder for reconstitution with water for injection BP/USP before use, for intravenous injection.</p> <p>Note; 1. This injection should be stable for a minimum of 24 months when stored a temperature range of 28'C-32'C 2. Each vial should be labeled accordingly.</p> <p>Pack size : One vial</p>	10,000 Vials	<p>2,500 Vials – April 2019</p> <p>2,500 Vials – June 2019</p> <p>2,500 Vials – August 2019</p> <p>2,500 Vials – October 2019</p>

A Bid Bond for LKR 12,880,000.00 or USD 79,572.00 should be submitted with valid up to 20.05.2019 together with the tender.

Bid should be valid till 20.04.2019.

'A non-refundable fee of Rs. 100,000.00 + taxes should be paid in cash to SPC for each set of Tender Documents'.

CONDITIONS OF SUPPLY

33. 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 State Pharmaceuticals Corporation (SPC).
34. All items shall be supplied, sourcing from the manufacturer and country of manufacturer, stated in the Purchase Order (PO)/Indent of SPC and wherever applicable shall have a valid product registration from National Medicines Regulatory Authority (NMRA).
35. Maintaining the validity of the product registration during the period of supply (delivery schedule), obtaining import license / manufacture licensing at NMRA, is a pre-requisite for the supply of pharmaceutical items. Hence all suppliers shall produce relevant valid registration certificates/licenses, when requested by Medical Supplies Division (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. Certified copies of afore mentioned valid certificates shall be submitted to MSD by the supplier when deliveries are made.

36. 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.

37. If MSD decides to accept a consignment, with deviations from certain tender conditions (eg: with regard to labeling/packaging or any other rectifiable defect at the time of receipt in Sri Lanka.) due to an urgency, that shall be done subject to, either rectifying the defect within 05 working days by the supplier, or recovering the total cost [a] of rectifying the defect by MSD (via a duly contracted third party providing such services), from the supplier with a 25% 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, "liable for surcharge".

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

Shelf life & Warrantees

39. Freshly manufactured stocks of the product shall be supplied; thereby the residual Shelf Life (shelf life remaining at the time of delivery of goods in Sri Lanka/MSD stores in case of local supplies) of the product, shall be 85% of the shelf life requested (specified in order/Indent/PO). In respect of the items with requested shelf life equal or more than 24 months, any deficit between the residual shelf life and requested shelf life, shall not be more than 04 months.

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

When the shelf life is not specified in the indent/PO/item spec; the requested shelf life shall be considered as, 24 months for pharmaceutical items.

Standards & Quality

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

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

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

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

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

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

43. 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.

The bidder 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.

44. 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. If the sample/s is found to be substandard, random batch samples will be tested from all the batches/ lots in the consignment, and entire expenses on such tests, like value of samples, transport, sampling & testing charges, etc, will be recovered from the supplier.
45. Consignments supplied to MSD violating the storage conditions indicated on product labels and/or product information leaflet (as accepted for product registration at NMRA), shall be considered as quality affected consignments and quality assurance of such consignments shall be carried out by post-delivery testing at government / semi government laboratory in Sri Lanka or at an accredited laboratory (foreign/local). All the expenses on such an event, including storage cost shall be borne by the supplier. If found to be quality affected the consignment will be treated as quality failed (as clause No.10).

Pack size, Labeling & Packaging

46. 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.
47. Each vial shall bear the item Description, SR No, Batch No/Lot no., Reference/Catalogue no.(not for pharmaceuticals), Date of Manufacture, Date of Expiry and "STATE LOGO" of Government of Sri Lanka.
It is essential to include and exactly match the dates of Expiry & date of Manufacture (in any form as "Year & Month" or "No Exp."), in the innermost pack and supplier's invoice.
48. 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.
The format of Date of Manufacture/ Date of Expiry should be declared in the offer and it shall consist at least the YEAR & MONTH.
49. 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.
50. 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).
51. 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

52. 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 30⁰c +/- 2⁰c temperature and 75% +/-5% relative humidity. The product storage conditions shall be clearly indicated at all levels of labels/packages/boxes.
53. Maintenance of Cold Chain;
- ee. 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.
 - ff. 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.
 - gg. If the cold chain break is observed at the time of taking over the consignments by MSD, such consignments shall be rejected, indicating the reason on the relevant **WDN or copy of the delivery documents**. In such an event, the SPC shall arrange necessary cold storage for the consignment until 'observed cold chain break' is investigated leading to acceptance / total rejection of consignment and the expenses born by MSD / SPC in arranging the cold storage shall be recovered from the supplier.
 - hh. 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.
 - ii. 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.
54. In respect of the products requiring controlled temperature storage (Eg. < 25⁰c, 2-25⁰c, 15-20⁰c/30⁰c, 2-8⁰c etc.), supplier shall provide MSD with latest product stability study reports with the invoice of the consignment. (report shall include studies; at 30⁰c +/- 2⁰c & 75% +/- 5% RH for **AC stored** items and at 25⁰c +/- 2⁰c & 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.11)

Delivery Requirements

55. 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 a consignment which is delivered after the due delivery date, Condition No. 25 on delayed deliveries shall be applied.

56. 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.
57. Defaulted consignments with respect to delivery schedule shall only be considered for acceptance, subject to a surcharge 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 surcharge to the supplier as described below;
- (a). 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, as per the indent/PO or its' latest amended delivery schedules.
- (b). When the delay exceeds 60days purchase order will be considered as automatically cancelled, on defaulted performance. In such a situation, MSD reserve the right to recover liquidated damages or to revoke the cancellation (eg. if payments have been released prior to such a cancellation), and accept the consignment subject to a 25% surcharge.
58. (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.
59. 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 surcharges as per No. 25 (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.
60. 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. 25 (regarding defaulted consignments) and any other direct or indirect additional costs/liquidated damages, relating/consequent to extension of L/C.
61. 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. 25, 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

62. 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.
63. One of the tender samples of the selected bid shall be forwarded to MSD, for using as a reference sample (can make it; a part of the last consignment or a returnable to supplier) for checking the conformity of the consignments received under the indent/PO.

The images of the specimen labels, minimum pack and outer most box/shipper carton, that satisfies the above mentioned labeling conditions, shall also be provided within 14 days of releasing the indent by SPC. Reference sample will be sent by State Pharmaceuticals Corporation (SPC) to MSD.

64. 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.
65. 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 is found to be incomplete/false, the grace period (for supply delays) mentioned in the condition no. 25 will not be applicable.

Please refer Global Bid Document

E: [Global Tender - Bid Document for Pharmaceuticals SCAPC](#)