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ODALAR VE BORSALAR

No:252

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: E-34221550-720-13966

Tarih: 27.12.202

Konu : Sri Lanka

Yönetimi Projesi

Duyurusu

TÜM ODA VE BORSALARA
(Genel Sekreterlik)

: Ticaret

26.12.2023 tarihli ve E-68460249-724.01.01-00092328134

Sri Lanka Kentsel ve Konut Kolombo
sistemine dair modelinde yürütülecek proje ihalesine olarak
bilgi projeye ilgilenen niyet 10 Ocak 20:
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PROCUREMENT NOTICE - GLOBAL

STATE PHARMACEUTICALS CORPORATION OF SRI LANKA

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

Bid Number	Closing Date & Time	Item Description	Date of issuing of Bid Documents	Non - refundable Bid Fee (LKR)
DHS/SUS/WW/127/24	08.01.2024 at 09.00 am	Instrument Set for Telescopic Nailing System for paediatric	28.11.2023	20,000/- + taxes

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

Wherever necessary potential bidder/bidders should get registered in terms of the Public Contract Act No.3 of 1987 before collecting the Bidding Documents and also should get the contract registered after the tender is awarded. All Bids should be accompanied by a Bid Bond as specified in the Bidding Documents.

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

Bids will be closed at the Head office of the State Pharmaceuticals Corporation on the dates and time mentioned above and will be opened immediately thereafter. Bidders or their authorized representatives will be permitted to be present at the time of opening of Bids.

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

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

TEL : 00 94 -11- 2335008
FAX : 00 94 -11- 2582495
E-MAIL : dgmsurgical@spc.lk

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

ANNEX 1

BID NO. : DHS/SUS/WW/ 127 /24
DATE OF ISSUE : 28TH NOVEMBER 2023
CLOSING DATE & TIME : 08TH JANUARY 2024 AT 09.00 HOURS SRI LANKA TIME

Special Conditions for tendering :

1. Offers should be accompanied with the valid registration certificate issued by the National Medicine Regulatory Authority in Sri Lanka
2. Offered item should bear both our SR number and the Item number. However at the bid opening only the item numbers will be read out. Therefore price quoted should be shown against each item number.
3. If the shipment is being effected on FCL basis both FOB and Freight charges should be quoted separately against each item in addition to quoted C & F price.
4. The volume of the total quantity of each item should be given in cubic meters (m³)
5. Foreign offers should be on C & F (CPT/CFR) Colombo basis. FOB offers are not acceptable. If offers are received on Import & Supply basis from local suppliers, those offers should be in LKR. All local suppliers/manufacturers should quote in LKR for the total delivery price to MSD stores.
6. Fax/E -mail offers directly sent to State Pharmaceuticals Corporation are not acceptable. Tenderers are requested to draw their attention to the clause Submission of Bids of the bid document in this regard.
7. If awarded supplier is unable to adhere the delivery schedule due to no fault of the SPC/Ministry would result in the supplier being surcharge 0.5% of total bid amount per day from the due delivery date.
8. The original payment receipt has to be annexed to the offer. Offers without same will be rejected.
9. We reserve the right to reject offers which do not comply above.
10. The offer should be valid up to 06.07.2024

CONDITIONS FOR SUPPLY OF SURGICAL ITEMS

(a) Part A-General Order Conditions (GOC) of Supply

1. The consignments supplied in respect of an order concerned, shall exactly match with the reference sample submitted and the product information (item descriptions, shelf life/warranty etc.) provided in the bid document by the manufacturer's name, country of manufacture, country of origin, etc.) provided in the bid document by the supplier, which has been accepted by the procurement committee, and included in the Indent/Purchase Order (PO), issued by SPC.
2. All items shall be supplied, sourcing from the manufacturer and country of manufacturer, stated in the Purchase Order (PO) Indent of SPC and wherever applicable shall have a valid product registration from 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 prerequisite for the supply of surgical items. Hence all suppliers shall produce relevant valid registration certificates/licenses requested by MSD/SPC.

When the validity of the product/manufacturing licenses and registrations of NMRA (eg; manufacturing license, product registration and GMP certificates), of local manufacturers / local suppliers, lapses during the year or during the period of supply (delivery schedule), it shall be extended / renewed by the supplier.

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

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

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

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

Shelf life & Warrantees

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

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

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

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

- (a) When the shelf life is not specified in the indent/PO/item spec; the requested shelf life shall be considered as 36 months for surgical items (Shelf life of not applicable for surgical non consumables) and 24 months for Pharma/Laboratory items. The Difference of the residual and requested product shelf life shall not exceed (one sixth) of the original product shelf life.
- (b) In the violation of the above tender condition, Director/MSD reserves the right to accept a reduced quantity, that is usable (as per the actual consumption rate) up to three months before the expiry date and will be subject to application of a penalty (as clause No. 37 and footnote 01)

Standards & Quality

9. Standards In respect of all Pharmaceutical products supplied, shall conform to Pharmacopoeia Standards that are indicated in the item specifications, other Pharmacopoeia Standards accepted in the product registration by the National Medicines Regulatory Authority
10. As per the product registration dossier approved by NMRA, the product information leaflet (PIL) for the Pharmaceuticals items and the user manual/instruction pamphlet for surgical items. With information to users regarding the; storage conditions, maintenance, and other product compatibilities, shall be provided with the product, for acceptance of goods by MSD.

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

11. Withdrawal from use of items due to quality failure found as manufacturer's/Suppliers fault:
- (a). In case of batch withdrawal, value of entire batch quantity supplied shall be recovered from the supplier.
 - (b). In case of product withdrawal, value of entire product quantity supplied shall be recovered from the supplier.
 - (c). In the event of either a) or b) above, supplier shall be charged the total involved for MSD, of the quality failed supplies with 25% administrative charge of the same
12. The storage conditions and the packing requirements of the product shall conform to the information given by the manufacturer and accepted by NMRA for the product registration or shall conform to the information submitted for waiver of registration granted by NMRA in exceptional circumstances (refer. clause No.24)

If the offered product deviate from NMRA registered product features, supplier must provide the bid a declaration to certify the NMRA accepted product details such as storage conditions, pack details/contents/size and standard batch quantity/size of the product

13. Immediately after delivery at MSD, the consignments shall be subjected to testing appropriately drawn, random batch sample (Per delivery sample) of the consignment at a government/semi government/ accredited laboratory to be selectively applied for Surgical & Lab items, depending on availability of testing methodology and facilities)
- If the sample is found to be substandard, random batch samples will be tested from all the batches/lots of the consignment, and entire expenses on such tests, like of all samples, transport, sampling and testing charges, etc, will be recovered from the supplier.

14. Consignments supplied to MSD violating the storage conditions indicated on product labels and/or product information leaflet (as accepted for product registration at NMRA), shall be considered as quality affected consignments and quality assurance of such consignments shall be carried out by testing at government / semi government laboratory in Sri Lanka or at an accredited laboratory (foreign/Local). The expenses on such an event, including storage cost shall be borne by the supplier. If found to be quality affected the consignment will be treated as quality failed (as clause No.11).

15. Pack size, Labeling & Packaging

Offers for pack sizes at 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 in the original bid and accepted by the procurement committee, with the concurrence of MSD.

16. In respect of bulk packs (not applicable for blister/strip packs), S mark shall be ;
 (a). embossed or printed in case of tablets
 (b). printed in case of capsules

Above condition can be waved off, if the purchase order quantity is less than 100,000 tablets/capsules with deliveries in one/more lots when an exemption is notified in the special order conditions of the relevant MSD order list (This clause No. 16 is not applicable for all consumable and Non consumable Surgical and Laboratory Items)

17. Each; innermost pack/ial/ampoule, pre-filled syringe or bottle shall bear the item Description, SR, Batch No/Lot no., Product Reference/Catalogue Nos of Surgical items, Date of Manufacture, Date of Expiry (of consumables only) and STATE LOGO of Government of Sri Lanka.

It is essential to include and exactly match the dates of Expiry applicable for Surgical Non consumables & date of Manufacture (in any form as Year & Month or No Exp.), in the innermost pack and supplies invoice.

18. Description of the Item, SR No, Date of Manufacture, Date of Expiry, Batch No, Name and address of manufacturer and STATE LOGO of Sri Lanka Government shall be clearly marked on the outer covering of the individual/innermost pack containing the minimum unit of measure, including blister & strip cards and on the outer cover of the carton/box.
 Any deviations of the Date of Manufacture (DOM) & Date of Expiry (DOE) declared in the offer shall be approved by MSD and DOM & DOE shall consist of at least the year & month.

19. All outer most cartons (shipping packages) shall bear the MSD Purchase Order No, SPC Indent No., No, Batch No, and Date of Expiry size 1.5cm letters / figures in prominently visible manner. This may be printed, stenciled or label properly affixed.

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

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

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

Storage Conditions & Temperature

22. If the storage temperature & conditions are not specified in item specification, NMRA accepted product storage conditions, shall conform to Sri Lankan ambient storage conditions in the range of 20°C temperature and 75%-5% relative humidity. The product storage conditions shall be clearly indicated at all levels of labels/packages/boxes.

23. Maintenance of Cold Chain;

- a. In case of cold storage items, cold chain monitors (temperature recording devices) shall be included for each carton and the cold chain shall be maintained according to the manufacturer's instructions during storage, transport and delivery.
- b. Supplier shall use suitable prominently visible identification marks of international standard, with appropriate colours and sizes for easy identification of cold cargo. Supplier shall use standardised **USB Devices** for temperature data logging inside the packages and shall provide free of charge, data logger readers & software (reading apps compatible with Windows 7/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, supplier shall

