



PROCUREMENT NOTICE - GLOBAL

STANDING CABINET APPOINTED PROCUREMENT COMMITTEE (STATE MINISTRY OF PRODUCTION, SUPPLY AND REGULATION OF PHARMACEUTICALS)

THE CHAIRMAN, STANDING CABINET APPOINTED PROCUREMENT COMMITTEE OF THE MINISTRY OF HEALTH WILL RECEIVE SEALED BIDS FOR SUPPLY OF FOLLOWING ITEMS TO THE DEPARTMENT OF HEALTH SERVICES.

Bid Number	Closing Date & Time	Item Description	Date of Issuing of Bid Document	Non refundable Bid Fee
DHS/C/S/WW/3/21	15.06.2021 At 10.00 A.M.	Dental Consumables	03.05.2021	Rs. 100,000.00 + Taxes

BIDS SHOULD BE PREPARED AS PER PARTICULARS GIVEN IN THE TENDER DOCUMENTS AVAILABLE TO PROSPECTIVE BIDDERS ON WORKING DAYS BETWEEN 0930 HOURS TO 1500 HOURS FROM **03.05.2021** AT THE HEAD OFFICE, NO.75, SIR BARON JAYATILAKE MAWATHA, COLOMBO 1. THESE COULD BE PURCHASED ON CASH PAYMENT OF A NON-REFUNDABLE **BID DOCUMENT FEE AS ABOVE** PER SET. OFFERS RECEIVED WITHOUT ENCLOSING ORIGINAL PAYMENT RECEIPT ARE LIABLE TO BE REJECTED.

ALL BIDS SHOULD BE ACCOMPANIED BY A BID BOND AS SPECIFIED IN THE BIDDING DOCUMENTS.

"WHEREVER NECESSARY POTENTIAL BIDDER/BIDDERS SHOULD GET REGISTERED IN TERMS OF THE PUBLIC CONTRACT ACT NO.3 OF 1987 BEFORE COLLECTING THE BID DOCUMENTS AND ALSO SHOULD GET THE CONTRACT REGISTERED AFTER THE TENDER IS AWARDED."

SEALED BIDS MAY BE SENT BY POST UNDER REGISTERED COVER OR MAY BE DEPOSITED IN THE BOX AVAILABLE FOR THIS PURPOSE AT INTERNAL AUDIT DEPARTMENT IN 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 DATES AND TIME MENTIONED ABOVE AND WILL BE OPENED IMMEDIATELY THEREAFTER.

BIDDERS OR THEIR AUTHORISED REPRESENTATIVES WILL BE PERMITTED TO BE PRESENT AT THE TIME OF OPENING OF BIDS.

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

CHAIRMAN - STANDING CABINET APPOINTED PROCUREMENT COMMITTEE
STATE MINISTRY OF PRODUCTION, SUPPLY AND REGULATION OF PHARMACEUTICALS
C/O CHAIRMAN - STATE PHARMACEUTICALS CORPORATION OF SRI LANKA
75, SIR BARON JAYATILAKE MAWATHA
COLOMBO 1
SRI LANKA.

TELE/FAX : 00 94-11- 2582492
E-MAIL : dgmsurgical@spc.lk

GENERAL MANAGER- STATE PHARMACEUTICALS CORPORATION

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. : DHS/C/S/WW/3/21
DATE OF ISSUE : 03RD MAY 2021
CLOSING DATE & TIME : 15TH JUNE 2021 AT 10.00 HOURS SRI LANKA TIME

ORDER LIST NUMBER: 2021/SPC/N/R/S/00467

ITEM NO	SR NO	ITEM	QUANTITY	DELIVERY
1	18000103	Auxiliary Gutta Percha Points for root canal filling, Fine size only pack. Packing: 1 Nos.	4,000 Nos.	4,000-Immediately
2	18000104	Gutta Percha Points for root canal filling. ISO size 45 - 80 in assorted points pack. Packing: 1 Nos.	9,100 Nos.	9,100- Immediately
3	18000106	Gutta Percha Points for root canal filling. ISO size 15 - 40 in assorted pack. Packing: 1 Nos.	18,400 Nos.	10,000- Immediately 8,400-5 months after 1 st lot
4	18000107	Auxiliary Gutta Percha Points for root canal filling, medium size pack. Packing: 1 Nos.	3,500 Nos.	3,500- Immediately
5	18000108	Auxiliary Gutta Percha Points for root canal filling, medium fine size pack. Packing: 1 Nos.	3,500 Nos.	3,500- Immediately
6	18000201	Absorbent Sterile Paper Points, ISO sizes 45 - 80 assorted pack. Packing: 1 Nos.	13,000 Nos.	7,000- Immediately 6,000-5 months after 1 st lot
7	18000202	Absorbent Sterile Paper Points, ISO sizes 15 - 40 assorted pack. Packing: 1 Nos.	23,900 Nos.	12,000- Immediately 11,900-5 months after 1 st lot
8	18000401	Light Cure Varnish for sealing Glass Ionomer Cement. Packing: 1 Nos.	1,820 Nos.	1,000- Immediately 820-5 months after 1 st lot
9	18000404	5% Sodium Fluoride Varnish, 2.26% weight or 22.6mg Fluoride / ml, with applicators. Packing: 1 Nos.	5,000 Nos.	5,000- Immediately
10	18000501	Fissure Sealants Chemical Cure Clear Glass Ionomer Material. Packing: 1 Nos.	3,350 Nos.	3,350- Immediately
11	18000502	Fissure Sealants Light Cure clear composites. Packing: 2250 Nos.	2250 Nos.	2,250- Immediately
12	18000601	Root Canal Sealer, Calcium Hydroxide based. Packing: 1 Nos.	3800 Nos.	3,800- Immediately

13	18000602	Root Canal Sealer, Resin based, for permanent filling of root canal. Packing: 1 Nos.	4200 Nos.	4,200- Immediately
14	18000603	Quick Setting Calcium Hydroxide for lining. containing Base and Catalyst. Packing: 1 Nos.	4,800 Nos.	4,800- Immediately
15	18000701	Acidulated Phosphate Fluoride Gels, 1.23 % weight or 12mg of Fluoride / ml,with trays. Packing: 1 Nos.	1,500 Nos.	1,500- Immediately
16	18000902	Light Curing GIC Restorative Material. Pack containing powder, liquid, mixing pad and scoop. Packing: 1 pack	3,900 packs	3,900- Immediately
17	18001004	Dental Prophylactic Paste, containing fluoride, 250g (Approx.) jar. Packing: 1 Nos.	4,900 Nos.	4,900- Immediately
18	18001101	Glass Ionomer Restorative Material for anterior restorations. Pack containing powder, liquid, mixing pad and scoop. (Different shades offered to be indicated in the tender). Packing: 1 Nos.	10,000 Nos.	5,000- Immediately 5,000-5 months after 1 st lot
19	18001102	Glass Ionomer Restorative Material for posterior restorations. Pack containing powder, liquid, mixing pad and scoop. Packing: 1 Nos.	28,000 Nos.	15,000- Immediately 13,000-5 months after 1 st lot
20	18001108	Temporary Filling Material with polymer reinforcement (Zinc Oxide - Eugenol based) Packing: 1 Nos.	6,700 Nos.	4,000- Immediately 2,700-5 months after 1 st lot
21	18001110	Glass Ionomer Restorative Material for ART technique. Pack containing powder, liquid, mixing pad and scoop. Packing: 1 Nos.	4,600 Nos.	2,000- Immediately /2021 2,600-5 months after 1 st lot
22	18001111	Temporary Filling Material, Zinc oxide based, complete pack. Packing: 1 Nos.	8,650 Nos.	5,000- Immediately 3,650-5 months after 1 st lot
23	18001113	Composites Resin Filling Material, Light Cure Complete Set, containing; four shades (A1, A2, A3, B1/B2) etching gel (37% phosphoric acid), bonding agent for agent, enamel & dentine and other appropriate accessories. Packing: 1 Nos.	4,600 Nos.	2,600- Immediately 2,000-5 months after 1 st lot
24	18001114	Fluoride Releasing Glass Ionomer Cement with Dentine Conditioner for preventive treatment as a sealant in powder and liquid form or capsuled version. Powder and Liquid form should include mixing pad and scoop. Packing: 1 Nos.	3,500 Nos.	1,500- Immediately 2,000-5 months after 1 st lot
25	18001201	Shade A1, light curing composite resin. Packing: 1 Nos.	3,400 Nos.	2,000- Immediately 1,400-5 months after 1 st lot

26	18001202	Shade A2, light curing composite resin. Packing: 1 Nos.	5,900 Nos.	3,000- Immediately 2,900-5 months after 1 st lot
27	18001203	Shade A3, light curing composite resin. Packing: 1 Nos.	3,650 Nos.	2,000- Immediately 1,650-5 months after 1 st lot
28	18001205	Shade A3.5, light curing composite resin. Packing: 1 Nos.	2,400 Nos.	2,400- Immediately
29	18001210	Shade C2, light curing composite resin. Packing: 1 Nos.	1150 Nos.	1,150- Immediately
30	18001212	Universal Shade, Posterior light curing composite resin. Packing: 1 Nos.	3400 Nos.	2,000- Immediately 1,400-5 months after 1 st lot
31	18001402	EDTA Gel in preloaded syringes for use in endodontics. Packing: 1 Nos.	3,700 Nos.	2,000- Immediately 1,700-5 months after 1 st lot
32	18001403	Sodium Hypochlorite, 3% - 6% solution in 50ml - 100ml bottle. Packing: 1 Nos.	7500 Nos.	4,000- Immediately 3,500-5 months after 1 st lot
33	18001504	Zinc Oxide Powder,for dental use, 60g - 100g bottle with liquid. Packing: 1 Nos.	9,500 Nos.	5,000- Immediately 4,500-5 months after 1 st lot
34	18001701	Plaque Disclosing Tablets. Packing: 1 Nos.	68,000 Nos.	30,000- Immediately 38,000-5 months after 1 st lot
35	18001902	Enamel & Dentine Bonding Agent, light curing composite compatible with individual light curing composite syringe Packing: 1 Nos.	5,400 Nos.	3,000- Immediately 2,400-5 months after 1 st lot
36	18002002	Euginol B.P. 15ml bottle, hard sealed pack with flexible plastic cap,with a dropper /dispenser. Packing: 1 Nos.	16,000 Nos.	10,000- Immediately 6,000-5 months after 1 st lot
37	18002202	Polishing and Finishing Strips for composites assorted pack. Packing: 1 pack.	2,000 packs	2,000- Immediately
38	18002901	Wedges for dental restorative work. Packing: 1 Nos.	1,650 Nos.	1,650- Immediately
39	18003201	Non-setting Calcium Hydroxide Material,with iodoform, preloaded in syringe. Packing: 1 Nos.	6,500 Nos.	4,000- Immediately 2,500- 5 months after 1 st lot
40	18003202	Non-setting Calcium Hydroxide Material, with barium hydroxide, preloaded in syringe. Packing: 1 Nos.	3,300 Nos.	2,000- Immediately 1,300-5 months after 1 st lot
41	18003303	Zinc Polycarboxilate Cement Complete Pack, containing powder 26g - 50g, liquid 15ml - 30ml,mixing pad and measuring spoon. Packing: 1 Nos.	450 Nos.	450- Immediately

42	18003304	Zinc Phosphate Cement Liquid, 15ml - 25ml with Zinc Phosphate Cement Powder, 25g - 30g. Packing: 1 Nos.	1,200 Nos.	600- Immediately 600-5 months after 1 st lot
43	18003305	Zinc Phosphate Cement Powder, 25g - 30g. Packing: 1 Nos.	600 Nos.	300- Immediately 300-5 months after 1 st lot
44	18003307	Glass Ionomer based Luting Cement. Packing: 1 Nos.	1,600 Nos.	1,000- Immediately 600-5 months after 1 st lot
45	18003604	Alginate Impression Powder (dust free) for impression, regular set, 400g - 750g pack. Packing: 1 g	4,900,000 g	3,000,000- Immediately 1,900,000-5 months after 1 st lot
46	18004001	Etching Gel (37% phosphoric acid), composite compatible. Packing: 1 Nos.	10,400 Nos.	5,000- Immediately 5,400-5 months after 1 st lot
47	18004401	Cotton Buds for fluoride Gel application for paediatric. Packing: 1 Nos.	142,500 Nos.	75,000- Immediately 67,500-5 months after 1 st lot

Two (02) No. of representative tender samples/Sample catalogue and Literature for each item to be submitted for the bid evaluation.

Bid Bond value Rs. 5,397,000.00

Valid up to 10.01.2022 has to be submitted with the bid.

Bid should be valid till 11.12.2021

Non refundable bid fee of Rs. 100,000.00 + Taxes

CONDITIONS OF SUPPLY

Product & Consignments

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

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

6. 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 36 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 an administrative charge.

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.

Standards & Quality

7. **Standards**; In addition to Pharmacopoeia Standards that are indicated in the item specifications, other Pharmacopoeia 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.
8. 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.
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 charged the total **cost involved for MSD, of the quality failed supplies** with 25% administrative charge 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 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.9).

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; item, 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. Product information leaflet (PIL) to be included with each pack.

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. 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;

- 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 coldchain 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 consignment in full or part thereof, that 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 penalty imposed for the delay due to suppliers fault, allowing a grace period up to two weeks. Consignments delivered after that grace period shall be considered for acceptance subject to a penalty to the supplier as described below ;**
- (a). A penalty of 0.5% per day of the consignment value, calculated commencing from the 15th day up to 60th day delay from the due delivery date, as per the indent/PO or its' latest amended delivery schedules.
 - (b). When the delay exceeds 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% admin charge.

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 other 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.

Common conditions

33. In addition to the general conditions of supply given herein, any other relevant conditions as per the tender document issued by SPC, are also applicable.

Abbreviations : *NMRA ; National Medicines Regulatory Authority/Sri Lanka, SPC ; State Pharmaceuticals Corporation, MSD; Medical Supplies Division,*

Special Conditions for Surgical Consumables item

- a. The product should have minimum of 36 months shelf life at the time of delivery to Medical Supplies Division requested shelf life for Surgical Consumable is 36 months unless specified in the special order conditions/specifications/order list remarks.**
- b. Art works and Diagrams with dimensions for relevant products with catalog numbers should be provided.**
- c. Usage instruction pamphlet/user manuals in print/pdf/video format should be provided. (such instructions should carry details on maintenance, compatibility and storage)**
- d. Further to the condition 30, Tender Sample of the selected bid shall be forwarded to MSD to use as reference sample to check the consignment supplied on the indent/PO.**

Special Conditions

- Suppliers should submit all shipping documents including the Bill of lading or Air Way Bill to SPC at least 2-3 days prior to arrival of the consignments to prevent any delay in clearance.
- In the event of an award made to you on this tender, SPC reserve the right to cancel/suspend the procuring of said order in any stage, if you would be placed the defaulted supplier's list due to quality failure found in your previous supplies made to SPC or non compliance of contractual agreement.
- Where a purchase for a particular item is being made for the first time from a supplier, or where there are previous quality failures on goods supplied by a Particular supplier payments will only be made upon testing the quality and standards of the goods and comparing the bulk supply with the samples provided along with the offer.
- In the event of delivery of consignments deviating from given delivery schedule by MSD due to default of supplier and same is rejected due lack of storage space available at MSD warehouses, any resulting demurrage charges incurred shall be borne by the suppliers concerned.
- **All Shipment should be made exclusively on vessels belonging to the Ceylon Shipping Corporation or those chartered by CSC. Shipments on other vessels will be permitted in instances where vessels of the Ceylon Shipping Corporation do not call at the Port of Shipment or if they are not available for timely shipment of cargo. In which event the supplier should attach a waiver certificate issued by Ceylon Shipping Corporation on their Authorized Agent in the supplier's country.**

Please refer Global Bid Document

C: [Global Tender - Bid Document for Surgical Items SCAPC / MPC](#)