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STATE PHARMACEUTICALS CORPORATION
16th Floor, "Mehewara Piyasa" 41, Kirula Road, Colombo 05, Sri Lanka.
Telephone : (00) 94- 11 - 2582509
Fax : (00) 94 - 11 - 2582496
E-Mail : pharma.manager@spc. lk

FAX TO : **M/s**
FAX NO
DATE : 06.10.2022

BIDDING DOCUMENT FOR INVITATION OF RESTRICTED BIDS (MPC) FOR THE SUPPLY OF DRUGS FOR EMERGENCY PURCHASE FROM INDIA WITH FACILITY OF INDIAN CREDIT LINE

BID NO. DHS/RP/M/ICL/029/2022
SR NO./ITEM 00404901/ Disposable IV giving sets
QUANTITY : 8,400,000 sets
CLOSING AT 9.00 A.M. SRI LANKA TIME ON : 27m OCTOBER 2022

State Pharmaceuticals Corporation hereby invite your lowest prices for the supply of the item/s listed in the Annex **1,** which is for use in Government Medical Institutions.

Bids should be prepared as per particulars given in the Bidding Document published in the official website of SPC- www.spc.lk

A non-refundable fee of LKR 60,000.00+ Taxes should be paid in cash to the SPC for each set of Tender Documents and attach it to the offer.

Yours faithfully
STATE PHARMACEUTICALS CORPORATION OF SRI LANKA

P MENT OFFICER
OHS - [PHARMACEUTICALS)

CC : **M / s**

STATE PHARMACEUTICALS CORPORATION OF SRI LANKA
(ESTABLISHED UNDER THE STATE INDUSTRIAL CORPO RATIONS ACT, NO. 49 OF 1957)
16th Floo r, "Mehewa ra Piyasa" 41, Kirula Road, Colombo 05 Sri Lanka
Telephone : (00) 94-11 - 2326227
Fax : (00) 94 - 11 - 234408 2
E-Mail: pharma.manager@spc.lk

Dear Sirs,

BIDDING DOCUMENT FOR INVITATION OF RESTRICTED BIDS (MPC)

FOR THE SUPPLY OF DRUGS FOR EMERGENCY PROCUREMENT FROM INDIA WITH FACILITY OF INDIAN CREDIT LINE

BID NO. / BID REFERENCE : DHS / RP/ M/ I CL/ 0 29/ 2022
CLOSING AT 9.00 am SRI LANKA TIME ON: 27th October 2022

State Pha rm ace ut ica ls Corporation hereby in vite your C&F pri ces in USO for the s upp ly of the item/s lis ted in th e Annex I, which is for use in Go vern me nt Me d ica l Instit utions.

TERMS AND CONDITIONS OF BID/INSTRUCTIONS TO BIDDERS

1. SUBMISSION OF BID.

1.1 Bid s ha ll be s ubmitt e d in one Ori g ina l and One Duplicate sealed sepa ra te ly and marked as "Origin a l "and "Du plica te " resp ec tively. Both envelopes s hall together be e nclose d in o ne e nvelo pe sea led and addre sse d to 'Cha irm a n/ De partment a l Procure me nt Co mmitt ee, Sta te Pha rmace ut icals Corporation of Sri La nka, 16 th Floor, "Me hewara Piyasa" 41 , Kirula Road, Colombo OS S ri La nk a.

lnd ividua l/ se pc1ra te bids to bl! s ubmi tt e d for eac:h item

1.2 Bids, if se nt thro ugh the Pos t, should be sent und e r regis tered cove r. A Bidder may also persona lly de posit sea le d Bids in the Tende r Box provided for this purpose at Adm inis tr a tio n Depa rtme nt of the State Pha rmace uticals Cor poration of Sr i La nka, 16 th Floor , "Me hewa ra Piyasa" 41 , Kiru la Ro a d, Co lo mbo 05 Sri La nka.

The lef t-h a nd to p-co rn e r of the e nvelo pes s hould indi cate the Bid Re fe re nce, SR number of rele va n t item and the clos in g date of Bid. Bids sho uld be received on or before the closing date and time of Bid. La te Bids will not be e nte rta ined und e r any circums ta nces. The Corp orat ion s ha ll not acce pt res po ns ibility for the Bid mis p lace ment or pre ma t ur e opening of Bids if th e e nvelo pes have not bee n ma rk ed as given a bove.

2. FORMAT OF BID/ BID SUBMISSION FORM & PRICE SCHEDULE

02.1 Bids should be s ubm itt ed ac cording to the format given in **Annex IIA** & **IIB.**

02.2 Bids which are not in the prescribed format or are not in s t rict conform ity with the terms, conditions a nd s pecifica tio ns la id- do wn in this Bid shall be rejected.

02.3 3 The Bid s ha ll co nt a in no interlineations, or even writing except as ne cessa ry to cor rect errors made by the Bidder - in which case s uch co rrect ions shall be initialled by the person or perso ns sign in g the bid.

02.4 All Bids, lite ra ture e tc.,s hould be in the Englis h Language.

02.S The bid s ubmitted s hould be duly signed and endo rsed by the Bidder himse lf (th e na me and designation of the s ig na tory, s ho uld be ind ica ted)

3. VALIDITY OF OFFER

Bidders should keep thei r offers valid for acceptance for a period of at leas t 180 days from the date of closing of tend er. No incr ease in price will be permitted after tend e r award.

4. ELIGIBLE GOODS AND REGISTRATION

4.1 WITH THE NATIONAL MEDICINES REGULATORY AU THORITY (NMRA)

(a) All Pharmaceutical Products import ed to Sri Lanka s hould be regis te red with the National Medicines Regulatory Authority of Sr i La nka.

(b) A Certified copy of the **NM**RA re gistration Certificate certified by Attorn ey-a t-La w, Commissioner of Oaths or Justice of Peace s ho uld be submitt e d along with the bid.

(c) **All items shall be oflndian Origin**

5. FRESH STOCKS AND SHELF LIFE

5.1 Suppli es s hould be conformed to the s tipul ated s pecificati ons and s helf life as stated in Annex 1. Re s idual shelf life s hould be a t least 75% at the time of rece ipt of goo ds a t MSD.

5.2 Corpo r a tion reserves the rig ht to call for free replace ment of goods supplied with inadeq ua te residu al s helf life, re imbur se me nt the cost of goods or reject such deliveries.

6. BID OPENING

6.1 Bids will be opened immed ia tely aft e r clos ing, a t the He ad Office of the State Pha rmace utic als Corporation at 16th Floor, "Me hewa ra Piyasa" 41, Kirula Roa d, Co lo mbo OS Sri La nka at the d ate a nd time s pecified in **Ann ex 1.**

6.2 The bidder or their autho rized repre se ntative s will be permitted to be prese nt at the open in g of Bid s.

6.3 Only the copy of the bid ma rked 'Original' will be o pened at the time of o pe ning of Bid s.

6.4 The Bid Op e ning Com mittee who opens the bids will re ad out (or cause to be read out) to thos e prese nt, th e na me of eac h Bidde r as well as th e a mo unt quoted together with dis counts, if any.

6.5 Any ot he r d e ta il which the Bid Ope ning Com mitt ee deter m ine s as necessa ry will be read out.

7. REIMBURSEMENT

7.1 Cor poration reserves the rig ht to ca ll for reimbur seme nt in the eve nt of s hort packing, loss / da mage or deter iora tio n of good s s upp lied within the s helf-life, also for packs w hic h cannot be ide ntified due to la bels falling off or items with incorrect labe llin g.

7.2. All quality pro ble ms / co mpl ai nt s s ho uld be confirmed by the National Me dicines Re gulatory Aut hority (NMRA) / Technical Advisory Com mittee (TAC) of Sri La nka/ SPC Qua lity Assura nce La bora tory or a ny ot her Author it y as decided by the Ministry of He alth of Sri Lanka.

a) In the eve nt of rece ipt of a com plaint sa mples will be tes ted by NMQAL, a nd follow the reca ll procedure a pproved by the Mini s try of Hea lth and will be destroyed according to sectio n 72 of Drug regulations .

b) In case of withdra wals due to quality failur e Suppliers s hould ensure that the value of e ntir e qua ntit y of e i the r the withd raw n batches or products would be totally reimbursed wit h an addit io nal 25% of the tota l value concerned as an Ad minis t ra tive Cost.

8. PERFORMANCE BOND

8.1 Th e s uccessful Bidde r shall within 07 days from the notification of a ward should s ubmit a n un conditio na l Pe rforma nce Bo nd up to 25% of the total value of a ward and should be valid 3mont hs beyond the las t delivery da te

Fa ilur e to co mp ly with thi s reques t sha ll const it ut e s ufficien t gro und s for the Cor porat io n to ca ncel s uch award .

8.2 Ho wever, the **Mi nis try Procurement Committee** reserves the Right to incre ase/ decrease the required Pe rformance Bond at their discretion.

8.3 The Per forma nce Bond s ha ll be as per s pecimen **Annexure IV** - and s ha ll be iss ued by one of the instituti o ns.

i. A Commercial Bank operating in Sri Lanka, approved by the Central Bank of Sri Lanka.

ii. A Bank based in another country but the secuirty or guarante e "Confirmed" by a Commercial Bank operating in Sri Lanka.

iii. A Letter of Credit issued by a Foreign Bank, but 'Confirmed' by a Commercial Bank operating in Sri Lanka.

iv. Any other Agency approved by the Treasuryfrom time to time.
Or

v. A cash deposit

8.4 4 Claims on the Performance Bond will be made by th e Corporation on the very fi rs t ins ta nce the suppli e r fails to co mply wit h the te rms and conditio ns of Bid or Pur chase Ord e r.

9. CONTRACT AND ARBITRATION

(A) CONTRACT

The s ucce ss fu l s upp lie r sho uld ag ree to e nte r into a Contract/Agre eme nt with th e State Pha rmace utica ls Corporation.

(B) ARBITRATION

If during the continuance of this Contract or at any time after the termination thereof, any difference or disputes which may arise between the parties hereto in regard to this interpretation of any of the provisions herein, contained or any other matter or thing relating to this contract (other than any difference or dispute in respect of which a decision of the Chairman of the State Pharmaceuticals Corporation of Sri Lanka, is declared to be final and binding on the parties hereto) such difference or dispute shall be forthwith referred to an Arbitral Tribunal in Sri Lanka. Composition of the Arbitral Tribunal, Jurisdiction of the Arbitral Tribunal, Conduct of Arbitration Proceedings, awards and any other matters relating to the Arbitration shall abide by Arbitration Act No. 11 of 1995 of the Democratic Socialist Republic of Sri Lanka. The place of Arbitration shall be in Sri Lanka.

10. PACKING AND STORAGE CONDITIONS

i. Pack Size offered should conform to requirements. Bids for alternate pack sizes may be rejected. Export-worthy packing which will prevent damage in transit should be used. Details of nature of packing should be given.

ii. Packing of all items should be suitable for storage and use under tropical conditions. Final packing should indicate the required storage temperature for goods which require Refrigeration/ Cool Room/ Freezer Storage enabling the cargo handling staff to arrange proper storage for such goods immediately on receipt.

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

iv. Sri Lankan ambient storage conditions are in the ranges of 30°C +/- 2°C temperature and 75% +/-5% relative humidity.

v. The items which have to be stored between 2° C - 8 ° C should be delivered with cold chain monitors.

vi. The Recommended storage mentioned on the Product label should be maintained at all levels including in transit and storage conditions should be clearly shown on Invoice. All outer carton and inner box should contain the following information.

(a) Description of the Item
(b) Date of Manufacturer
(c) Date ofExpiry
(d) Batch No.
(e)) Name and Address of manufacturer

11. LABELLING

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

(a) The approved name found in official pharmacopoeias or formularies. (The source should be stated in abbreviations: e.g. BP, USP,...etc.)
(b) The Brand Name
(c) List of the active ingredients showing:
    i. Amount of each representing each dosage unit
    ii. A Statements of the nett contents (e.g. number of dosage units, weight or volume)
(d) Any special storage conditions that may be necessary
(e) Warnings and precautions that may benecessary
(f) The Date of Manufacture

(g) The Da te of expiry
(h) The batch or lot number assigned by the manufacturer and
(i) The name and Address of the ma nufacture r.

12. . PAYMENT

Will be arrange as per the terms and condition of Indian credit Line facility agreement with Government of Sri La nka. Payment will be made in Ind ia n Rupee equiva le nt to offe r pric e in USO.

13. TENDERAWARD

Awards are made to supp li e rs taking in to conside ra tion among other factors, prices quoted, past performa nce, quality of sa mples, delive ry offe re d, pro d uct registra tion etc. And the dec ision of the Procurement Co mm it tee is final.

The Procurement Committee rese rves to itse lf the right without question to:-

(a) Accept any bid, or portion of a bid,
(b) Acce pt portions of more than one bid
(c) Re jec t a ll or a ny bids
(d) Direct that fresh bids be called for
(e) Cancel the bid

The relevant **Procurement Committee** rese rves the right, at time of award to decrease/ increa s e the q ua ntity req uir ed, by 25% without any change in price or other terms and conditions.

In case low es t eva lua te d responsive sup plier is Bidding for a product which has not been supp lied before, the releva nt **Procurement Committee** reserves the right to purchase only part qua nt ity from s uch s upp lie r and to get a feed back from the end users to decide on the balance quantity.

Ho wever, in such cases the price offered for the total amount should be ma intai ned for the s ma lle r quantity.

14. DELIVERY

Reference **Annex** I - Success ful bidde rs sho uld conform strict ly to delivery dates. Fa ilu re to do so will resu lt in forfeiture of the Perform a nce Bond a nd/ or ca nce llation of the award.

If **awarded supplier is unable to adhere to the delivery schedule due to no fault of the SPC would result in the supplier being surcharged as per the condition mentioned under "condition ofsupply" in Annex** I.

15. . TESTING OF BATCH SAMPLES

1 5.1 In the case of dis tribut ion to Hosp itals / State Ins tit ution s random batch sa mp les a nd ra ndom post-marketing samples of a ll goods supplied will be tes ted at the NM QAL/ Quality Assurance & Research La boratory of the State Ph a rmaceuticals Corporat io n a nd reports on its suitability iss ued. The finding s of the repo rts will be final and binding . Goods reported as uns uitable and not conforming to the laid d o wn specifications will be rejected and s ubse quently destroyed. The s upplie rs should agree to refund its la nded cost plus an addit ional 25% as an Ad minis t ra tive cost wit hin 30 days from the date of intimation .

16.0 UALITY CERTIFICATE

) Corporation rese rves the right to nominate Independe nt Competent Authorities for the iss ue of pre-shipment Certification (Ce rti ficate of Quality, Quantity and Lo a d ing). In such an eve nt, the cost of **such certification** must be borne by the supp lie r a nd s hould be included in the Bid **(Annex 11 B).**

The Secretary, Ministry of Health, Sri Lanka reserves the right to no min ate s uit a ble persons to ins pect the production and quality control facilities of bidder s and manufacturers and their records. Bidders, who refuse permiss ion to our nomine es to carry out such an audit will be automatica lly disq ualified.

The expenses involved. In the inspections should be borne by the ma nufactur er/ s upp lie r.

17 . WHO CERTIFICATION SCHEME FOR QUALITY OF PHARMACEUTICAL PRODUCTS MOVING IN INTERNATIONAL COMMERCE

(a) A certificate of Pharmaceutical Product (CPP) iss ued by the Competent Authority in the manufacturer's country confirming that the it e m bided has been authorized to be placed in the market for sale and use in the country of manufactur e, should be s ubmitted along with the Bid.

(b) The ce rti fica te of Pha rmace utica l Product should als o certify that the Ma nufactu ring Plant in which the product is produced is subject to ins pection a t s uitabl e intervals, and that the manufacturer conforms to the requirement for Good Pr ac ti ces in manufacture and quality control as recommended by the World Hea lt h Org a nization in respect of product s to be sold or d is tr ibuted within the country of origin or to be exported.

(c) All ba tch es offered should conform to the requirements of the Competent Aut ho rity for sale or distribution within the countr y of manufacture or where appropr iate to published specificat ions, e.g. : BP/USP/IP or to estab lished specificat ions provided by the manufacturer. These certificates should indi cate the na me and dosage form of the product, the batch numb er, the date of manufacture, date of expiry, storage condition s , date of packaging, la be ling, na ture of the container, result s o f a naly sis a nd other data (BATCH CERTIFICATES).

1 8 . PRODUCT LIABILITY

In the event of a n order being placed, the s upplier should ind em nify the State Pharmaceuticals Corporation of Sri La nka agai ns t a ll pro duct liability claims a rising o ut of the it ems s uppli ed on his bid. E.g. due to in correct labe lling, deviation from agreed specificat ion s etc.

19. PATENT RIGHTS (AND OTHER THIRD PARTY RIGHTS) AND ROYALTIES

T he supp lie rs shall at all times ind emnify a nd keep this Co r po ra tion indemni fied aga ins t any and all claims arisi ng at a ny tim e o n Account of Patent rights or othe r right s, w heth e r from manufactur e rs or others, from the use of the s upplied goods in Sri Lanka.

20. BIDS FROM THOSE OTHER THAN MANUFACTURERS

Bids for s upply of goods which a re not manufactured by the bidder should be s upport ed by a Ce rti ficate of Autho rity iss ued by the Ma nufacturer at the time of sub mittin g bidding documents indicating that the bidder has been duly a uthor ized to s up ply the goods bided for. Failure to comply will result in the offer being rejecte d.

21. TERMS & CONDITIONS AND CLARIFICATION

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

22. . EXAMINATION, EVALUATION AND COMPARISON OF OFFERS

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

i) **Preliminary examination**

The Bid received will be examined by the Technical Evaluation Committee appointed for each bid to determine whether they are complete, whether they are from eligible bidders, , whether the document has been properly signed, whether any computational errors and whether the samples are provided if required and whether the specimen Bid form at **Annex 11 (A)** has been followed and the price schedule as per **Annex 11 (B)** has been followed.

ii) **Prior to detailed evaluation**

The TEC will determine the substantial responsiveness of each offer to the bidding documents as pursuant to clause 26.1.(i). A substantially responsive bid is one, which conform to all the conditions described in clause 26.1 (i) without any deviation. A bid determined as not substantially responsive will be rejected and may not subsequently be made responsive by the bidder by correction of the non-conformity.

The offers , which are previously determined to be substantially responsive to clauses.

22.2 (i), (ii) will be further evaluated.

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

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

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

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

iv) All the items offered in Annex 118 should conform strictly to the technical specifications set out in the Annex 1 of this document and will be taken in to account at the time of evaluation.

- Unless specifically stated in this document any other relevant Terms & Conditions of Bid/ Instructions to Bidders any annexures mentioned in 'Global Bid Document Pharmaceutical MPC' available for perusal at website of SPC, Home page, main menu under the Tab 'Tenders' in www.spc.lk and Guide Lines for Procurement of Pharmaceuticals issued by the Government with its subsequent amendments/ revisions will be applicable.

- In the event of conflict between Global Bid Document Pharmaceutical SPC, Procurement Guide Line for Procurement of Pharmaceuticals and Medical Devices Procurement Guide Lines issued by the Government 2006, and subsequent Amendments/Supplements this 'Bidding Document for Invitation of Restricted Bids' shall prevail.

Abbreviations : SPC ; State *Phar maceut icals Corporat ion, MSD; Medical Suppli esDivi sio n.*

You rs faithfu lly
STATE PHARMACEUTICALS CORPORATION OF SRI LANKA

PROCUREMENT OFFICER
OHS - [PHARMACEUTICALS)

Telephone : **(00) 94- 11** - **23262 27**
Fax : **(00) 94 - 11 - 2344082**
E-MAIL address:dgmpharma@spc.lk and pharma.m anager @spc.lk

CC

ANNEX I

BID NO./BID REFERENCE : DHS/RP/M/ICL/029/2022

Closing on: 27 th October 2022 at 09.00 am

MSD ORDER LIST NO. - 2022/SPC/X/R/P /00269

SR No.	It em Description/Specifications	Quantity	Delivery Schedule
00404901	**Disposable, IV giving sets** Disposable Intravenous solution giving sets for single use Standard sets should conform to international standard ISO-8536-4 and one or more of the following standards 1. British standard BS 53095 : 1982 2. German standard DIN 58362 part 1 3. Australian standard 2385 : 1980 4. Malaysian standard MS 1099 : 1987 Specification of components of sets: a) All componentsof solution sets should comply biological tests, transfusion and infusion assembles of USP b) The item should conform to the attached specification Marks: 1.Name of the manufacturer, Item description, batch No., Name and address of manufacturer, Date of expiry and State Mark should be stencilled on individual (inner) pack. 2.In addition to marks specified under 1, MSD order No. and SPC Indent No. should be stencilled on the outer pack. Packing : One set in a pack	8,400,000 sets	100% - Immediately

Twenty-Five sets (25 sets) of representative tender samples/literature, catalogues should be submitted for the bid evaluation on or before the time of tender closing.

The amount of Bid Bond: LKR 4,110,960.00 or USD 11,328.00 to be submitted along with thebid.

Bid Bond valid till : **25.05.2023**

Bid validity period : **Bid should be valid till 25.04.2023** [**180 days of tender closing]**
Bid Evaluation Summary sheet should be submitted with the Bid (Please refer SPC website for more details)

MSD CONDITIONS OF SUPPLY

1. The cons ignments s up plied in res pect of an order conce rned, s hall exactly ma tch wit h the reference sample s ubmi tt ed and th e produ ct informat ion (it em desc riptions, s he lf life / warra nty whe re app lica ble, manufacturer' s name, country of ma nufacture, count ry of or igin, etc.) provided in the bid docum ent by the s upp li e r, which has been accepted by the pro cureme nt committee, and includ ed in the Inde nt / Pur chase Ord e r (PO), iss ued bySPC.

2. All items shall be s upp lied, sourcing from the manufacture r and country of manu facture r, stated in the Purch ase Ord er (PO)/ lndent of SPC a nd wherever applicable shall have a valid product registration or waiver of regi stra tio n from **NMRA.**

3. Maintaining the validity of the product registration during the pe rio d of supply(d elivery schedule), obtaining waiver of registration&/ import license/ manufacture licensing at NMRA, is a pre-requ isit e for t he supply of surgical, pharmaceutical and relevant laboratory items. Hence all suppliers s ha ll produce relevant valid regis tra tion certificates/licenses, when requested by MSD/SPC.

When the validity of the product/manufacturing licenses and reg is t rat ions of **NM** RA (eg; manufacturing license, product registration and GMP certificates), of local manufacturer s / local suppliers, la pse s during the year or during the period of s upply (delivery sc hed ule), it shall be exte nded / renewed by the supplier. A certified copies of afore mentioned valid certificates shall be submitt ed to MSD by the supp lier when delive ries a re made.

4. If MSD decides to accept a part or full consignment, with deviations from certain tende r conditions (eg: with regard to labeling/packaging etc.) due to an urge ncy, that shall be done subject to, either rectifying the def ec t within OS working days by the supplier, or recovering the total cost [a] of rec tifying the defect by MSD (via a duly contracted third party providing such services), from the supplier with a 25% s urcha rge on the labeling cost. (total charge = [a]+[a]x0.25) or 2% of the invoiced value, whichever is the highes t.

5. The specifications of the product offered in the bid, by the sup plie r shall match with the tende r specifications for the item and any form of alternate offers will not be entertained.

Shelf life & Warrantees

6. Freshly ma nufactur ed stoc ks of the product shall be supplied; thereby the residual Shelf Life (s helfli fe remaining at the tim e of delivery of goods in Sri La nka/ MSD stores in case of lo ca l suppli es) of the product, sha ll be 75% of the s helfli fe requested (specified in order/Indent/PO).
In res pec t of the items with requested s he lf life e qual or mor e than 24 mon ths, any deficit betwee n the residu al s he lf life and req uested shelf, shall not be more tha n 0 4 mont hs.

In the violation of the a bove tender condition, SPC/MSD res e rve s the right to accept a red uced quantity, that is us a ble (as per the consumption rate) up to three mont hs befo re the exp ir y of same and will subject to app lication of a pena lt y (as clause No . 28).
When the s helf life is not specified in the indent/PO/item spec ; the requested she lf life s hall be considered as , 36 month s for surgica l ite ms a nd 24 mont hs for pha rma. / Laboratory items.

Standards & Quality

7. Standards: In add iti o n to Pharmacopoeia(Standards that are ind ica ted in the it e m s pecificatio ns, other Pha rma copoe ia I Standards that are registered at Na tiona l Me dicine s Regulatory Authorit y in Sri La nka are a ls o acce pta ble when no bidders hav e quoted for the s ta nda rd s p ecified in the ite m s pecifica tio n.

8. Any product deficient of its s ub components/ accessories , not a t the s pecifie d quality standa rds or all its components not uniti zed a ppro pri ately in packaging (as a set), sha ll be re ject ed.

9. Withdrawal from use of items due to quality failur e found as manufacturer's fault:

(a). In case of batch wit hdr awal, **value of entire batch quantity supplied** sha ll be recove red from the supp lie r.
(b). In case of product withdrawal, **value of entire product quantity** supp lie d sha ll be recove red from t he s upp lie r.
(c). In the event of eith er a) orb) above, supplie r shall be surch arg ed the tota l **cost involved for MSD, of the quality failed supplies** with 25% ad min is tratives urcharge of the sa me.

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 or shall conform to the information submitted for waiver of registration granted by NMRA in exceptional circumstances. (refer clause No.17)

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

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.(to be selectively applied for Surgical & Lab items, depending on availability of testing methodology & facilities) If the sample is found to be substandard, random batch samples will be tested from all the batches/ lots in the consignment, and entire expenses on such tests, like value of samples, transport, sampling & testing charges, etc, will be recovered from the supplier.

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(s mallest quantity per pack) than the pack size specified in the item description/specification and MSD ordered 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. Description of the Item, Date of Manufacture, Date of Expiry, Batch No, Name and address of manufacturer 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.

15. All outer most cartons (shipping packages) shall bear the 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.

16. 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 by100%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

17. If the storage temperature & conditions are not specified in the item specification, NMRA accepted product storage conditions, shall conform to Sri Lankan ambient storage conditions in the ranges of 30°c +/- 2°c temperature and 75% +/-5% relative humidity. The product storage conditions shall be clearly indicated at all levels of labels / packages/ boxes.

Ma int e nance of Cold Chain;

a .In case of cold storage ite ms, cold chain monitors (tempe r at ure recording devices) s ha ll be included for each carton and the cold chain s ha ll be maintained a ccording to the ma nu factur e r's ins tructions during storage, trans port and delivery.

b Supplier shall use s uit ab le prominently visible ide ntificat ion ma rks of international standard, with appropriate colours and sizes for easy identifica tio n of cold ca rgo . Supplier shall us e s ta nd a rd ize d **USB Devices** for temperature data logging inside the packages and shall provide free of charge, da ta logge r readers&/ **software (reading apps compatible with Windows-07 /latest)** to wharf de partm e nt of SPC in advance, to ena ble examining the maint ena nce of cold chain in tra nsit, and be fore ta king over the consignment by MSD.

c If the co ld chain break is observed at the time of taking over the consignments by MSD, s uch consignments shall be rejected, indicating the reason on the relevant **WON or copy of the delivery documents .** In such an event, the SPC s ha ll arrange necessary cold s torage for the consignment until 'observed cold chain break' is in vestigated lea ding to acceptance / total rejection of consignment and the expenses born by MSD / SPC in arranging the cold sto rage sha ll be recov e re d from the supplier.

d The vehicles transporting cold cargo to MSD s hall be equipped with te mpera tur e monitor ing devices and the vehicle shall have **NMRA** approval for tra nspo r t of pharmaceu tica ls.

e .The suppliers sha ll dis patch consignments of th e items, which req uir e cold chain maintenance, to arrive in Sri Lanka during Monday to Thursday to avoid additional de mur rag e & s torage charges during weekends, during which MSD sto res is close d. In case of non -co mpli ance of this condition, any additional expens es incurr ed to MSD and SPC, to Custom clear/ store/ receiv e s uch consignme nts shall be recovered from the supp lie r.

18. In res pect of the products requiring cont rolled temperature storage (Eg. < 25°c, 2-25°c, 15- 2O0c/3O0c, 2-8°c etc.), s upp lie r s ha ll provide MSD with latest product stabilit y stu dy reports with the invoice of the co nsignment.(report shall includ e studies; at 30°c +/- 2°c & 75% +/- 5% RH for **AC stored** it e ms a nd at 25°c +/- 2°c & 60% +/- 5% RH for **Cold stored** items. It sha ll be a true copy of the latest report submitt ed to NMRA or a report issued within las t 0 5 years).

Delivery Requirements

19. All items sha ll be s upp lied as per the latest/ fi na l delivery sche d ule , communicated to the supp lie r, as a n a mended In dent/ PO delivery sched ule (if not a mende d, original sched ule in the Ind e nt / PO will app ly) mutually agreed between MSD& SPC, a t th e time of e s tablis hing the payment terms. Any dev iat ion from this agreed delivery sched ule s hall be treated as a de fault ed delivery.

Contravening the above directions, if the delivery schedule is violated by the suppli er for no fault of MSD/SPC/MOH and in the event MSDdecides to accept any such consignme nt in full or par t the reof, tha t is delivered after the due delivery date, Condition No . 21 on delayed delive ries, s ha ll be app lied.

20. All co nsignments s hall be delivered at Med ical S upp lies Division or an alte rnate receiving point as directe d.

21. De faulted cons ig nm ents with respect to delivery schedu le s hall on ly be consid ered for accepta nce, s ub jec t to a penalty impo sed for the delay due to supplie rs fau lt, a llowing a grace period up to two weeks. Co nsignme nts delivered after that grace period shall b e considered for acceptance sub ject to a penalty to the supplier as described below;

(a). A pe nalty of 0.5% per day of the consignment valu e, calcula ted commencing from the 15th day up to 60th day delay from the due delivery date, as per the indent/PO or its' la test a me n ded delivery sched ules.

(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 surcharge.

22. 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. 21, 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 bythe supplier.

Documents & Information

23. 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.
24. The supplier shall submit all shipping documents to (Including Bills of Lading/ Draft Air Way Bills etc.) SPC Import s 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.

25. 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 21 will not be applicable.

26. All the documents listed as a requirement or Indian Credit Line facility should be provided soon after intimation of the order. Documents required is listed and annexas annexures and Form A,B,C, D,E and Excel sheet.

Common conditions

27. In addition to the general conditions of supply given herein, item/ order-list specific amendments, exclusions or additions to the same, stated in the covering letter of the order list and any other relevant conditions as per the tender document issued by SPC, are also applicable. The order/item specific; new conditions or amendments to General Order Conditions, will be included in the order list itself and as a remark entry in the MSMIS order records.

28. Administrative surcharge of 25%(011 the value of goods), will be applied for tender condition violations that cause deficiencies in supply with respect to; quality, standards & specifications, short packing & short supply or delayed delivery as per the cabinet decision.

Special Conditions for Tendering

Intravenous administration set for gravity infusion sets
Conforming to ISO standards, Sterile, nontoxic, PVC and DEHP free, non pyrogenic, latex free.

Comprising: Piercing spike with a protective cap, Drift chamber: clear transparent, PVC free inbuilt air vent with a snap cap and a bacteria filter. Tubing: Clear transparent, 150 -180 cm long, long drop former of 20 gtt/ ml, Roller clamp; allowing fine adjustment of drip rate, "Y" injection site, Luer connector: needle-free male with a protective cap.

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

Annex II A

SPECIMEN FORM OF BID (SUPPLIES)

Chairman,
Departmental Procurement Committee

BID FOR THE SUPPLY OF

BID NO.IBID REFERENCE .....

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

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

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

(I) Price schedules (as per Annex II B - Bid Form

(II) Documentary evidence to establish Registration of product with the National Medicines Regulatory Authority Certificate No .....

(Ill) Documentary evidence to establish that goods offered are from an eligible source and origin.
(Document as required in Para. 4 of the Terms & conditions of the Bid) .

(IV) Any other documents (give details).

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

5. We undertake to adhere to the Delivery Schedule indicated.

6. My/Our Bank Reference is as follows: ... ...

Signature: ....

Name of Bidder : .....
Address: .....

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

STATEPHARMACEUTICALS CORPORATION - BID FORM

ANNEX 11 (B)

(To be submitted in duplicate)

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

NAME & ADDRESS OF MANUFACTURER

NAME & ADDRESS OF BIDDER

(B idders should prepare their own forms as per this format. Offers which are not as per the forma t are liable to be rejecte d)

1	2	3	4	5	6	7	8	9	10
SR NO./ITEM NO.	FULL DESCRIPTION OF ITEM OFFERED, THE STANDARD AND THE STORAGE TEMPERATURE	PACK SIZE OFFERED	QTY OFFERED	PROBABLE SHIPME NT / 0 ELIVERY DATE	UNIT PRICE C&F USO	TOTAL PRICE C&F USO	NMRA REGISTR ATION CERTIF IC ATE NO. &DATE OF EXPIRY	SHELF LIFE	COUNTRY OF ORIGIN

1. Cost of Inspection Certificate (If not included in the unit delivered price).....
   Indicate from whom independent Pre-shipment Certificate of Quality, Quantity and Loading will be submitted.

2. Indicate date when samples were submitted:-

3. Quotation Valid upto :-.....

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

Name of Bidder

Signature of Bidder
(With Name and Designation of Signatory)

Official Stamp of Bidder

Postal Address of Bidder

Telephone No.

E-mail

Fax No.

Name of Bankers with Account No.
Beneficiary

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

NOTE

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

Annex IV

SPECIMEN FORM OF PERFORMANCE BANK GUARANTEE

(UNCONDITIONAL)

BOND NUMBER: ... . **DATE:**

SUM GUARANTEED: ... .

To:..... (Name of employer)

.... (Address of e mploye r)

Whe rea s ..... name and address of contractor) (hereinafter called "the contractor") has undertaken, in persuance of contract No..... dated to execute .....(name of co ntra ct) (hereinafter called "the contract");

And whereas it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognised Bank for the s u m specified therein as security for compliance with his obligations in accordance with the Contract;

And whereas we have agreed to give the Co ntr acto r s uch a Bank Guarantee;

Now t herefore we hereby affirm that we are the Gua ra ntor and res pons ibl e to you, on behalf of the Contractor, up to a total of ..... (a moun t of Gua rantee) ..... (amount in words), such s um being payable in th e ty pe and pro port io ns of cur re ncies in which the Co ntr act Price is payable, and we undertake to pay you, upon your first written dema nd and without cavil or a rgum ent, any sum or sums within the limi ts of ..... (a mou nt of Guarantee) as afores aid without your nee ding to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waiv e the necessit y of you r d em andin g th e said debt from the contr actor before prese nting us with the demand.

We furth er agree that no change or addition to or othe r modifica t ion of the te r ms of the Contract or of t he Works to be perform ed th e re unde r or of any of the Contract document which may be ma de between you and the Contractor shall in any way release us from any lia bility under this gua rant ee, a nd We he reb y waive notic e or a ny s uch change, addition or modification.

This guarantee shall be valid until a date 28 days from the date of iss ue of the ta king over Ce r ti fica te.

Sig natu re and the Seal of th e Gua ra ntor : ....

Na me of the Bank: ....

Ad dr ess .....

Date : .....

Wit ness : ... .

Sea/Ai r

DEMOCRATIC SOCIALI ST REPUBLIC OF SRI LA NKA

Our Ref No. **Date**

Tender No

This AGREEMENT made and entered into between the State Pharmaceuticals Corporation having the Registered office at 16th Floor, "Mehewara Piyasa", 41, Kiur;a Road, Colombo 05, Sri Lanka (hereinafter called the "SPC" which term or expression shall mean and include the said State Pharmaceuticals Corporation and its successors and permitted assigns) of the One Part and M/s..... business under the time, style and firm of a company duly registered and canying business (hereinafter called "the supplier" and which term or expression shall mean and include the said and its/their/its heirs executors administrator and permitted assign/successors in business or permitted assigns) of the Other - Part.

Whereas the State Pharmaceuticals Corporation has accepted the tender of M/s..... for the supply and delive1y of ..... in the manner and quantities as per the attached Indent for USD ..... marked hereof.

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. The following documents: -
   (a) Conditions of contract marked 1
   (b) Bid documents marked 2
   (c) Copy of Indent marked 3

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

2. In consideration of the payment to be made by SPC to the supplier the contract sum hereinafter mentioned the supplier hereby covenants with SPC to supply and deliver the goods in conformity in all respects with the provisions of this contract.

   The supplier shall be paid for such supply and delivery of the goods according to the Indent No. ----------marked 3 and in the manner and at the times hereinafter specified.

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

In witness whereof the official Seal to be affixed and the signature of the Authorized officers of the State Pharmaceuticals Corporation of Sri Lanka have set their hands and Suppliers has placed its hand/caused its Common Seal to be affixed hereunto and to two other of the same tenor on this .....

The Common Seal of M/s. . ... herein.

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

2.
Director

Witnesses

Signature	Name, Address and ID No.
I.	
2.....	

Contd ... 3/-

Annexure 1

CONDITIONS OF CONTRACT

1. **SCOPE OF CONTRACT**

Provide Pharmaceuticals for the Department of Health Services as per The Tender No. --------- closed on ... ... hereof.

2. **GOODS**

2.1 Supply should be from fresh stocks of recent manufacture conforming to the stipulations in the schedule marked 3 and the samples submitted.

2.2 The goods supplied should have at least ... month's residual shelf life at the time of receipt in Sri Lanka

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

2.4 SPC reserves the right to: -

(a) Reject goods supplied with an inadequate shelf life and refrain from clearance from port or,

(b) Call for free replacement of goods or reimbursement of cost so supplied, which do not conform to required standards.

3 FREE REPLACEMENT AND /OR REIMBURSEMENT DUE TO QUALITY ISSUE

3.1 SPC reserves the right to call for the replacement or reimbursement in the event of

3.1.1 Short packing

3.1.2. Loss damage or deterioration of goods supplied (within Shelf Life)

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

3.1.4. Goods supplied fails to perform or meet requirements of the specification to the satisfaction of SPC. (Quality/Standard)

3.2 In the event of quality problem , Batch samples would be tested by SPC/its authorized personnel at the NMQAL or its fitness for use will be determined by an expert committeeappointed by the relevant Authority.

Samples from the available batches will be retained by SPC and the balance will be destroyed by authorized officers in the presence of Local Agent and a certificate of destruction issued by SPC following destruction.

In case of Batch/Product withdrawals due to quality failure the supplier should reimburse SPC the total value of the entire quantity of either withdrawn batches of withdrawn product with an additional 25% of the total value concerned as an Administrative Cost.

3.3 Withdrawal form use of items due to quality failure found as manufacturer's fault.

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

(b) In case of product withdrawal, **value of entire product quantity** supplied shall be recovered[8] from the supplier.

(c) In the event of either a) orb) above supplier shall be surcharge d[8] the total **cost involved for MSD, of the quality failed supplier** with 25% administrative surcharge of the same.

4 VARIATION

The SPC may at the time of Award increase or decrease the order by up to 25% without being subject to any change in price or terms and conditions hereof.

5 PACKING AND STORAGE

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

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

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

5.3.1 Indicate recommended storage temperature for goods which require cool/cold or freezer storage.

5.3.2 Stenciled with red bands in the form of a cross on each face.

5.3.3 Carry shipping marks - details provided by SPC with order.

5.3.4 Be palletized and shrink wrapped if it is Bag Cargo.

5.3.5 Should carry Batch No./Exp. Date.

5.4 Approved packing material as per bid document should be used. Use of Rice Straw or other vegetable matter as packing is strictly prohibited (as per regulations passed under the Plant Protection Ordinance Chapter 447). In the event of such material being used extra costs incurred by SPC by way of fumigation charges, penalty rates, demurrage etc., in clearing such consignment from the port would be debited and payable as extra costs by the supplier.

6. LABELLING

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

a) The approved name found in official pharmacopoeia s or formularies. (The source should be stated in abbreviations; e.g. BP or USP etc...)
b) The brand name
c) List of the active ingredients showing;
    a) The amount of each present in each dosage unit (e.g. per 5ml etc...)
    b) A statement of the net contents (e.g. number of dosage units, weight or volume)
d) Any special storage conditions that may be necessary
e) Warning and precautions that may be necessary
f) The Date of manufacture
g) The Date of expiry where applicable
h) The batch or lot number assigned by the manufacturer and
i) The Name and address of manufacturer
j) Name and address of supplier, if supplier is not the manufactur er

6.2 Size of the letters of the above (f), (g), (h) and the SR Number on the outer carton should not be less than 1.5 cm.

6.3 Labeling of the products ordered under this range of inde nt s , in add iti on to the labeling requirements stipulated in the BP/USP relevant standards, should also bear the State Logo.

7. IDENTIFICATION MARKS

The "State Mark" and "SR NO" made available by SPC should be embossed or imprinted in each (item) ampoule/ vial/ pack or on the affixed label. These marks should be indelible.

8. TERMS OF DELIVERY (Sea/Air freight)

8.1 All shipments 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 vessel of the Ceylon Shipping Corporation do not call at the Port of shipment or if they are not available for time by shipment of cargo, in which event the supplier should attached a waiver certificate issued by Ceylon Shipping Corporation or their Authorized Agent in the Supplier's Country.

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

8.3 All items should be shipped to the destination and strictly conform to the delivery dates as per schedule I hereto marked ----------.

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

8.5 Delivery of all goods should be within the period indicated in the Indent, except in exceptional circumstances no extensions will be granted. Cost of such extension in any would be borne by the supplier.

9. PAYMENT

Payment will be arrange as per the terms and condition of Indian credit Line facility agreement with Government of Sri Lanka. Payment will be made in Indian Rupee equivalent to offer price in USO.

10. PERFORMANCE BOND

10.1 As security for the due and punctual performance and fulfillment of the terms of this Agreement by the satisfactory completion of the supply and delivery, for the payment of all claims to which SPC may be entitled under the provisions of this Agreement. The supplier has furnished the State Pharmaceuticals Corporation with a Bank Guarantee from a Bank approved by the SPC in the sum of United States Dollars ..... only. (USO ... ...)

11. ARBITRATION

11.1. If any dispute or difference or claim shall arise between the parties as to any point in any agreement or contract arising of the invitation to Bid, or as to any matter or thing of whatsoever nature arising there-under or in connection therewith, then either party shall within 30 days give to the other, notice in writing of such dispute or difference . Such notice shall specify the matters which are in dispute. Such dispute shall be referred to a single arbitrator in case the parties agree upon one; otherwise to three arbitrators; one to be appointed by each party and the third arbitrator by the other two arbitrators. If either party shall refuse or negl ect to appoint an arbitrator within twenty days after the other party shall have appointed an arbitrator and given notice thereof requiring such appointment, then the arbitrator appointed as aforesaid shall proceed to hear and determine the matters as if he were and arbitrator appointed by both parties to the dispute.

11.2. The decision or award of the arbitrator or arbitrators (as the case may be) shall be final and binding upon the parties and shall be a prerequisite to any proceedings in a Court of Law.

11.3. The arbitrator or arbitrators shall determine by whom, and in what manner, the cost of arbitration (or any party thereof) shall be borne and paid.

11:4. The arbitration shall be governed by the Arbitration Act. No. 11 of 1995 Laws of Sri Lanka and shall be held in Sri Lanka.

11.5. Performance of the contract shall continue during arbitration proceedings as far as possible.

12. LAW

12.1. The Laws of the Democratic Socialist Republic of Sri Lanka shall govern the validity, performance and enforcement of this contract.

13. INDEMNITY

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

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

(b) Product liability claims against SPC arising out of the goods supplied under this contract e.g. due to incorrect labeling, deviation from agreed specifications etc.

14. WARRANTY

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

15. WARRANTY AGAINST BENEFITS

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

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

16. LOCAL AGENT

15.1 Name & Address : M/s.

Telephone No :

E-mail
Fax No

17. ASSIGNMENT

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

18. FORCE MAJEURE

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

19. NOTICE

19.1. All notices given in respect of this contract shall be deemed to be sufficiently given if sent by registered post addressed to the either party at the respective addres·s at the beginning hereof written.

INDENT NO

ITEM

SUPPLIER : M/s.

In witness whereof the official Seal and the signature of the Authorized officers of the State Pharmaceuticals Corporation of Sri Lanka was affixed hereto n amely---------- .

DEPUTY GENERAL MANAGER/ AUTHORIZED OFFICER
(PROCUREMENT & IMPORTS - PHARMACEUTICALS)

MANAGER (IMPORTS/ AUTHORIZED OFFICER - PHARMACETIUCALS

Witnesses

Signature **Name, Address and ID No.**

1. ……. ……..…..

2. ……. ……. ..

Form A

Supportive documents to be submitted with the Performa Invoice.
The following documents should be submitted by the importer with respect to the prospective exporter in India.

	Description	Remarks
01	Nature of entity: Company/ Proprietorship firm/ Others;	Specify here
02	Certificate of Incorporation (or equivalent documents of constitution or association), and/or documents of registration;	Certified by company secretary/ a director/ partner/ lawver.
03	IEC, PAN and GST Registration details (Copies);	Certified by company secretary/ a director/ partner/ a lawyer.
04	List of Board of Directors with their complete designation in case of nominee Directors;	Certified by company secretary
05	The beneficial ownership with respective shareholding and nationality of shareholders of the JV Member (in case of a JV);	Certified by the company secretary or a director
06	A copy (self-attested on all pages) of Power of Attorney in favour of the person who has been authorised, through an appropriate Company Board Resolution or equivalent document, to sign on behalf of the Applicant;	Certified by the company secretary/ a director/ a partner/ a lawyer.
07	Financial Status & Capacity, certified by the Statutory Auditors of the company/firm;	
08	In case of JV, Applicant's JV Member's Information (in the format attached);	Attach duly filled form "C"
09	Details of non-performed export contracts, if any;	Specify details
10	Copy of necessary Certificates regarding safety from relevant agencies in India such as Food Safety and Standards Authority of India (FSSAI) in case of food items; Drugs Controller General of India (DCGI) in case of medicines etc, wherever applicable;	Certified by the company secretary/ a director/ a partner/ a law yer.
11	Details, as mentioned in the attached questionnaire;	Attach duly filled form "B"
12	Declaration/ Affidavit to the effect that all the information provided in the prescribed format is correct and in case any figures or information given therein are found to be incorrect and/ or certificates/documents provided in support of the relevant information entered therein are found to be fabricated, the contract will not be considered for inclusion under the credit facility (in the format attached).	Attach duly filled form "E"
13	Agreement on Receiving Payments in India n Rupees (INR) by the Indian Exporter's Bank	Attach duly filled form "D"

FormB

Format of nuesr10nna1re

S.No.	Information sought	Response
1.	Has your firm been suspended or debarred by any Multilateral Agency, or any government or government procuring entity, or a UN agency? If Yes, provide details, including date of reinstatement, if applicable. Attach ad ditiona l sheets, if needed.	Yes/No
2.	Has your firm's account been classified as Non-Performing Asset (NPA) with any Bank/FI or your companies/ promoters/ directors appear in Reserve Bank of India (RBI) Caution List, RBI Wilful Defaulter List (Suit filed as well as non-suit filed), Credit Information Bureau India Ltd (CIBIL) Defaulter List or any other negative list of the Indian central or state government agencies, updated from time to time? If yes, please provide details in a separate sheet, as necessary.	Yes/No
3.	Has your firm/organization ever filed or petitioned for bankruptcy? If Yes, furnish details of the case including filing date and current status.	Yes/No
4.	Has your firm/ any JV partner been penalized for delay in contractual performance in the last 5 years prior to Application submission deadline. If yes, please provide details in a separate sheet, as necessary.	Yes/No
5.	Has there been a termination of your contract for nonperformance in the las t 5 years prior to the month preceding the month of Application Submission Deadline? If yes, please describe in detail in a separate sheet, as necessary.	Yes/No
6.	Is there any pending litigation against the firm, involving the Government of India, State Governments or any Government agencies, on matters relating to financial impropriety, money laundering and/or tax evasion? If yes, please provide additional details.	Yes/No

The undersigned declares that all information, statements and description contained in this document is correct in all respects and complete to the best of my knowledge and belief.

Signature .....

Name of the signatory.....

Company Name.....

Note: - In case any figures or information given therein are found to be incorrect and/ or certificates/documents provided in support of the relevant information entered therein are found to be fabricated, the contract will not be considered for inclusion under the credit facility.

FormC

Applicant's JV Member's Information Form

S.No.	Details required
1.	Applicant Name:
2.	Applicant's IV Member's name:
3.	Applicants JV Member's country of reeistration:
4.	Applicants JV Member's date of constitution:
5.	Applicants JV Member's legal address registered in India:
6.	Applicants JV Member's authorized representative information- Name: Address: Telephone/ Fax No: Email address:

FormD

(Exporter's Bank letter head)

----------(da te)

(Importer's Bank and Address)

Dear Sir
Agreement on Receiving Payments in Indian Rupees (INR)
Name of Exporter and Address - .....
Performa Invoice No - .....
Date - .....
Value in USD - .....

I do hereby agree to receive the payment for the aforementioned consignment of goods supplied to ..... (importers name and address), in Indian Rupee terms (INR) through the Indian Credit Facility for year 2022 agreed between the Government of India and the Government of Sri Lanka.
This letter is issued on the request of the Exporter

(Signature of Authorized Officer (Date and Seal) of the Exporter's Bank and designation)

Form E

AFFIDAVIT

The undersigned declares that all information, statements and description contained in the Application is correct in all respects and complete to the best of our knowledge and belief.

We understand that in case any figures or information given therein are found to be incorrect and/ or certificates/documents provided in support of the relevant information entered therein are found to be fabricated, the contract will not be considered for inclusion under the credit facility

Name of firm/company:

Signature(s) of authorized representative(s) of the Applicant:

Name of signatory:

In the capacity of:

Address:

Date:

EXPORTER NAME	ADDRESS	GOODS DETAILS													BANK INFORMATION				
		DESCRIPTION OF GOODS EXPORTED	HS CODE	BILL NO/ INVOICE NO	AMOUNT OF INVOICE	AMOUNT PAYABLE INCLUDING MISC. CHARGES	CONTRY OF ORIGIN OF GOODS	SHIPMENT DATE	SHIPMENT FROM (country)	SHIPMENT FROM (PORT)	SHIPMENT TO (COUNTRY)	SHIPMENT TO (PORT)	COUNTRY OF ORIGIN (EXPORTER)	VESSEL NAME/IMO NO.	BANK NAME	BIC CODE	AD BANK NOSTRO A/C DETAILS	ACCOUNT NUMBER	IEC CODE OF THE EXPORTER