



## PROCUREMENT NOTICE - GLOBAL

### MINISTRY PROCUREMENT COMMITTEE, MINISTRY OF HEALTH

The Chairman, Ministry Procurement Committee of the Ministry of Health will receive sealed bids for supply of following item to the Ministry of Health.

Bid Number	Closing Date & Time	Item Description	Date of issuing of Bid Documents	Non-refundable Bid Fee per set- LKR
DHS/M/L/WW/1/23	11.04.2023 at 11.00 am	Non Ionic Contrast Media, Iodine content (350mg/ml-370mg/ml), 100ml vial & Non Ionic Contrast Media, Iodine content (300mg/ml-349mg/ml) 50ml vial	27.02.2023	60,000/- + taxes

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

Wherever necessary potential bidder/bidders should get registered in terms of the Public Contract Act No.3 of 1987 before collecting the Bid Documents and also should get the contract registered after the tender is awarded.

All Bids should be accompanied by a Bid Bond as specified in the Bidding Documents.

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

**Bids will be closed at the Head office of the State Pharmaceuticals Corporation on the dates and time mentioned above and will be opened immediately thereafter.**

Bidders or their 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 – MINISTRY PROCUREMENT COMMITTEE  
MINISTRY OF HEALTH  
C/O STATE PHARMACEUTICALS CORPORATION OF SRI LANKA  
"MEHEWARA PIYASA",  
16<sup>TH</sup> FLOOR, NO. 41, KIRULA ROAD,  
COLOMBO 5.  
SRI LANKA.

TEL/FAX : 00 94-11- 2335008

E-MAIL : dgmsurgical@spc.lk

MANAGING DIRECTOR- STATE PHARMACEUTICALS CORPORATION

On behalf of

CHAIRMAN – MINISTRY PROCUREMENT COMMITTEE  
MINISTRY OF HEALTH

C/O STATE PHARMACEUTICALS CORPORATION OF SRI LANKA  
"MEHEWARA PIYASA", 16<sup>TH</sup> FLOOR, NO. 41, KIRULA ROAD,  
COLOMBO 5.  
SRI LANKA.

**BID NO. : DHS/M/L/WW/1/23**  
**DATE OF ISSUE : 27<sup>TH</sup> FEBRUARY 2023**  
**CLOSING DATE & TIME : 11<sup>TH</sup> APRIL 2023 AT 11.00 HOURS SRI LANKA TIME**

**ORDER LIST NUMBER: 2023/SPC/N/R/D/00084**

ITEM NO	SR NO	ITEM	QTY vials	DELIVERY
1	59000218	Non Ionic Contrast Media, Iodine content (350mg/ml-370mg/ml), 100ml vial. Each 100ml vial to contain 350mg/ml-370mg/ml of Iodine and the product should be a sterile preparation for IV use.	65,000	35,000 vials- April/2023 30,000 vials- July/2023
2	59000221	Non Ionic Contrast Media, Iodine content (300mg/ml-349mg/ml), 50ml vial. Each 50ml vial to contain 300mg/ml-349mg/ml of Iodine and the product should be a sterile preparation for IV use.	85,000	85,000 vials- August/2023

**Packing: 1 vial**

**Three (03) No's of representative tender samples of each item and Sample Catalogue/Literature should be submitted for bid evaluation.**

SR No.	Amount of Bid Bond		Validity of Bid Bond
	LKR	USD	
59000218	2,989,987.00	8,261.00	06.11.2023
59000221	2,105,892.00	5,891.00	06.11.2023

**The Bid should be valid till 07.10.2023**

**Non – refundable Bid fee – Rs. 60,000.00 + taxes**

**N.B.**

**If Local Agent Commission to be paid the percentage should be clearly indicate in annex 1B.**

**Bid Evaluation summary sheets should be submitted with the Bid (Please refer SPC website for more details)**

**CONDITIONS FOR SUPPLY OF SURGICAL ITEMS**

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

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

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

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

4. The number of batches per consignment shall be minimal. Batch quantity shall be an equal multiple of the quantity of the consignment and the proportionate size of the batch quantity shall be not less than 15% of the quantity in the consignment.
5. The specifications of the product offered in the bid, by the suppliers in the tender, 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 product shelf life specified in Indent/PO or as certified in the product registration certificate or indicated in any other way by NMRA)
  - (a) When the shelf life is not specified in the indent/PO/item spec; the requested shelf life shall be considered as, 36 months for surgical items and 24 months for Pharma/Laboratory items. The Difference of the residual and requested product shelf life shall not exceed 1/6<sup>th</sup> (one sixth) of the original product shelf life.
  - (b) In the violation of the above tender condition, SPC/MSD reserves the right to accept a reduced quantity, that is usable (as per the actual consumption rate) up to three months before the expiry of same and will subject to application of a penalty (as clause No. 32)

### **Standards & Quality**

7. Standards; In addition to Pharmacopoeial Standards that are indicated in the item specifications, other Pharmacopoeial Standards that are registered at National Medicines Regulatory Authority in Sri Lanka are also acceptable when no bidders have quoted for the standard specified in the item specification.
8. As per the product registration dossier approved by NMRA, the product information leaflet (PIL) for the Pharmaceuticals items and instruction pamphlet with information to users regarding the; storage conditions, maintenance, and other product compatibilities, shall be provided with the product, for acceptance of goods by MSD.

Any product deficient of 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 surcharged the total **cost involved for MSD, of the quality failed supplies** with 25% administrative surcharge of the same.
10. The storage conditions and the packing requirements of the product shall conform to the information given by the manufacturer and accepted by NMRA for the product registration or shall conform to the information submitted for waiver of registration granted by NMRA in exceptional circumstances.

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 and facilities)

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

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

### **Pack size, Labeling & Packaging**

13. Offers for pack sizes at a lower level(smaller quantity per pack) than the pack size specified in the item description/specification and MSD order List, are also acceptable, but higher level (larger quantity per pack) pack sizes will not be entertained unless otherwise offered with the original bid and accepted by the procurement committee, with the concurrence of MSD.

14. Each; innermost pack, shall bear the item Description, SR No, Batch No/Lot no., Reference/Catalogue No. (Not for pharmaceuticals), Date of Manufacture, Date of Expiry and “STATE LOGO” of Government of Sri Lanka. Product Information Leaflet 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. (Applicability of the innermost pack mentioned in this clause shall be adapted as per the pack specified in the specification)

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 and on the outer cover of the carton/box.

The format of Date of Manufacture / Date of Expiry should be declared in the offer and shall consist of 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, temperature should be on or below 30<sup>0</sup>c and 75% +/-5% relative humidity. The product storage conditions shall be clearly indicated at all levels of labels/packages/boxes.

## **Delivery Requirements**

20. 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. 22 on delayed deliveries, shall be applied.

21. All consignments shall be delivered at Medical Supplies Division or an alternate receiving point as directed. However sending consignments **to reach Sri Lanka from 15<sup>th</sup> December to 10th January** shall be avoided, unless otherwise prior approval has been granted by MSD for such deliveries.
22. 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.
23. (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.
24. 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. 22 (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.

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25. 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. 22 (regarding defaulted consignments) and any other direct or indirect additional costs/liquidated damages, relating/consequent to extension of L/C.

26. 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. 22, 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**

27. 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.

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

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

- 29 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](http://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.

30. After releasing the Indent/PO or establishing L/C, the latest logistical position of manufacturing & supply on the Indent/PO, shall be updated by weekly through e-mails to SPC with a copy to MSD by the supplier.( follow instructions in the website [www.msd.gov.lk](http://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. 22 will not be applicable.

### **Common conditions**

31. 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.

32. Administrative surcharge of 25%(on the value of goods), will be applied for tender condition violations that cause deficiencies in supply with respect to; quality, standards & specifications, short packing & short supply or delayed delivery as per the cabinet decision. (eg. As in conditions No. 08,05,10,13)

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

### **(b) Part B-Special Order Conditions (SOC) of Supply**

*Note: SOC's are used, when it is really necessary to enable, item/order list specific deviations from the GOC clauses that are applicable to all or selected items in the order list concerned and in which case the relevant order list No. and SR No. s, shall be indicated separately against each clause of SOC, with the counter signature of Director (MSD) to make it effective.*

## **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, SCAPC 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.

## **Amendments of Bidding Document for Procurement of Surgical/Lab items**

### (1) **Clause 8**

- (a) Bid Bonds to be submitted for each item (SR Number) when estimated value of each item exceeds LKR 01 Million.
- (b) Value and validity applicable for the submission of Bid Bond for each item should be as indicated therein.

08.2 The Bid Bond should be valid for at least 30 days beyond the validity of the Bid.

- (c) To be deleted.

### (2) **Clause 12**

Amend as **REIMBURSEMENT**

12.1 Corporation reserves the right to call for reimbursement in the event of short packing, loss/damage or deterioration of goods supplied within the shelf-life, also for packs which cannot be identified due to labels falling off or items with incorrect labeling.

### (3) **Clause 16.6**

Any request for a price increment due to LKR depreciating against foreign currency will not be accepted and such bid will be rejected at the preliminary stage of bid evaluation.

### (4) **Clause 28.0**

Evaluation will be done as per Bid Form (Annex – II B) and Bid Evaluation Summary Sheet. (Annex – II C, to be submitted along with the Bid and a soft copy as per instruction given in [www.spc.lk](http://www.spc.lk) Web Site)

(5) 2<sup>nd</sup> column of Annex II B amend as "FULL DESCRIPTION OF ITEM OFFERED THE STANDARD & STORAGE CONDITION"

(6) Annex – 1 to be amend as follows.

**SPECIMEN OF ANNEX – 1**

**ANNEX – 1**

**BID NO/ BID REFERENCE :  
(TENDER NO)**

**DATE OF ISSUE :**

**CLOSING DATE & TIME :  
(SRI LANKAN TIME)**

**ORDER LIST NO :**

<b>SR No</b>	<b>Item Description/ Specifications</b>	<b>Quantity</b>	<b>Delivery Schedule</b>

Amount of Bid Bond : LKR ..... or USD ..... to be submitted along with the Bid Bond valid till ..... (date)

Bid validity period : Bid should be valid till ..... (date)

Bid Document Fee : .....  
(should be paid in cash to SPC for each set of Bid Documents)

**MSD CONDITIONS OF SUPPLY**

- 1.
- 2.

Abbreviations : SPC ; State Pharmaceuticals Corporation, MSD; Medical Supplies Division



SPECIMEN OF CONTRACT FORM (IB)

STATE PHARMACEUTICALS CORPORATION OF SRI LANKA

(Established under the State Industrial Corporation Act, No. 49 of 1957)
"Mehewara Piyasa", 16th Floor, No. 41, Kirula Road, Colombo 05, Sri Lanka.
Telephone (00)94-1-2335008 Fax: (00)94-11-2582495
E-mail: dgmsurgical@spc.lk or mgrsurgical@spc.lk

DEMOCRATIC SOCIALIST REPUBLIC OF SRI LANKA
AGREEMENT

SPC Ref. No
Bid Ref.

Date :

This AGREEMENT made and entered into between the State Pharmaceuticals Corporation of Sri Lanka, a Corporation established under the State Industrial Corporation Act. No. 49 of 1957 and having its Head Office at "Mehewara Piyasa", 16th Floor, No. 41, Kirula 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 FIRST PART

AND

M/s ...business under the time, style and firm of a company duly registered and carrying 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 SECOND PART.

AND

M/s ...business under the time, style and firm of a company duly registered and carrying business (hereinafter called "the Local Agent" 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 THIRD PART.

Whereas the State Pharmaceuticals Corporation has accepted the bid of M/s ... for the supply and delivery of ... as per the attached indent for ... marked SPC ... Dated ... and M/s ... will act as local agent of the supplier for all matters arising out of supplies here of.

NOW IT IS HEREBY AGREED AS FOLLOWS:

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

(hereinafter called "the Contract Documents") showing and describing the nature and scope of the agreement duly signed by three parties shall be deemed to form and be read and construed as part and partial 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, and the local agent will be responsible for all the matters regarding the supplies which do not conform to required standard..

The supplier shall be paid for such supply and delivery of the goods according to the Indent marked and in the manner and at the times hereinafter specified.

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

In witness whereof the State Pharmaceuticals Corporation has caused its Common Seal to be affixed and ..... and ..... of State Pharmaceuticals Corporation have set their hands and Supplier and the Local Agent has placed its hand/caused its Common Seal to be affixed hereunto and to two other of the same tenor on this .....20...

The Common Seal of M/s (supplier)..... herein.

1. ....

President/Managing Director/C.E.O.

2. ....

Director

**Witnesses**

Signature

Name, Address and ID No./Passport No.

1. ....

.....

2. ....

.....

The Common Seal of M/s. ....(Local Agent) herein.

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

.....  
Director

**Witnesses**

Signature

Name, Address and ID No./Passport No.

1. ....

.....

2. ....

.....

**CONDITIONS OF CONTRACT**

**3. FREE REPLACEMENT /REIMBURSEMENT**

3.1 SPC reserves the right to call for Free Replacement/Reimbursement in the event of

- 3.1.1 Short packing
- 3.1.2 Loss/damage or deterioration of goods supplied (within shelf-life if applicable)
- 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/or quality standards to the satisfaction of Medical Supplies Division of Sri Lanka/ State Pharmaceuticals Corporation of Sri Lanka.

3.2 In the event of a quality problem, Batch samples would be tested by SPC its authorized personnel at the NMQAL or SPC Quality Assurance Laboratory or any other Quality Assurance Laboratory nominated by SPC or it's fitness for use will be determined by and expert Committee appointed by the relevant authority.

**3.3 Withdrawal from use of Item due to quality failure.**

- a) In case of batch withdrawal due to quality failure, the supplier/ manufacturer shall reimburse the value of entire batch quantity supplied.
- b) In case of product withdrawal due to quality failure, the supplier/ manufacturer shall reimburse the value of entire product quantity supplied.
- c) In the event of either a) or b) above the supplier/ manufacturer shall be surcharged additional 25% of the total value concerned as administrative cost.

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

The supplier and the Local Agent agreed to reimburse the SPC the landed cost and an additional 25% surcharge of the total quantity supplied.

20. **FORCE MAJEURE**

20.1 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 7 working days of receipt of same in writing. Parties however shall endeavours to remove any obstacles to performance (when possible) and co-operate to remove the harmful effects as far as practicable.

21. **NOTICE**

21.1 All notices given in respect of this contract shall be deemed to be sufficiently given if sent by registered post addressed to the parties at the respective addresses at the beginning hereof written.

The common seal of State Pharmaceuticals Corporation of Sri Lanka was affixed )  
hereto.....)  
.....)  
.....)  
.....)

**Authorized signatory**

**Authorized signatory**

**Witnesses**

Signature

Name, Address and ID No

1.....

.....

2.....

.....

Please refer Global Bid Document