

DHS/RS/RQ/140/20 of 15.06.2021 @ 2.00 p.m.

2020/SPC/N/R/S/00105

ITEM SR No	Item Specification	Quantity Nos.	Bid Bond value (LKR)
01/22902204	Laparoscopic Scissors, Straight, Monopolar, 3.0-3.5mm diameter x 310mm - 330mm length, with handel, stainless steel.	22	22,000/=
02/22900412	Laparoscopic Grasping Forceps, Debaquey type or similar, Atraumatic Jaws, 3.0 -3.5mm diameter x 310mm – 330mm length, with handle, stainless steel.	15	N/A
03/22900802	Laparoscopic Grasping Forceps, Bipolar fenestrated, 10mm diameter x 310mm - 330mm length, stainless steel.	28	88,410/=
04/22900411	Laparoscopic Grasping Forceps, Alligator jaws, 3.0-3.5mm dia.x 310mm - 330mm length, with ratchet handle, ss.	15	N/A

Pack size : Each

Delivery : 100% immediately.

NB :1. If offers are received on Import & Supply basis from local suppliers, those offers should be in LKR, All local suppliers/Manufacturers should quote in LKR for the total delivery price to MSD stores.

2. If you are not interested in participating, please acknowledge the receipt of this invitation with the reason for not quoting.

Samples Catalogue/Literature should be submitted for evaluation

This bid is administered by the provisions of the "Public Contract Act No. 3 of 1987" and therefore, in the event bidder is to retain an agent, representative, nominee for and on behalf of Bid or shall register himself and such public contract act in accordance with the section 10 of the Public Contract Act and produce such valid original certificate with this bid.

All tenderers should furnish an unconditional Bid Bond encashable on demand to the value mentioned in the item list. Bid Bond should be submitted with valid upto 10.01.2022 together with the tender.

Shipment should be made exclusively on vessels belonging to the Ceylon Shipping Corporation or those chartered by CSC. However, shipment 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 time by 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.

" C&F offers are not acceptable if not strictly adhering to labeling requirements stated in the tender condition of supply"

Offers should be submitted in the format as per annexure with validity upto 11.12.2021.

A Non refundable fee of Rs. 3000/= + taxes should be paid in cash to SPC for each set of Tender Documents.

CONDITIONS OF SUPPLY

Product & Consignments

1. The consignments supplied in respect of an order concerned, shall exactly match with the reference sample submitted and the product information (item descriptions, shelf life/warranty where applicable, manufacturer's name, country of manufacture, country of origin, etc.) provided in the bid document by the supplier, which has been accepted by the procurement committee, and included in the Indent / Purchase Order (PO), issued by SPC.
2. All items shall be supplied, sourcing from the manufacturer and country of manufacturer, stated in the Purchase Order (PO)/Indent of SPC and wherever applicable shall have a valid product registration or waiver of registration from NMRA.
3. Maintaining the validity of the product registration during the period of supply (delivery schedule), obtaining waiver of registration &/ import license / manufacture licensing at NMRA, is a pre-requisite for the supply of surgical, pharmaceutical 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. If MSD decides to accept a part or full consignment, with deviations from certain tender conditions (eg: with regard to labeling/packaging etc.) due to an urgency, that shall be done subject to, either rectifying the defect within 05 working days by the supplier, or recovering the total cost [a] of rectifying the defect by MSD (via a duly contracted third party providing such services), from the supplier with a 25% surcharge on the labeling cost. (total charge = $[a] + [a] \times 0.25$) or 2% of the invoiced value, whichever is the highest.

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

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

Shelf life & Warrantees

7. In the supply of all Non consumables; Manufacturer of supplier of local agent shall provide a minimum of 02 year warranty period or as specified in the specification, for each such item of it's sub components supplied (though the local agent) unless otherwise agreed upon with MSD, prior to awarding the tender. Foreign suppliers of all such items shall have their own local agent in Sri Lanka, capable of providing technical support, repairs & spares, when necessary.

8. Not applicable for surgical Non Consumable Items.

Standards & Quality

9. **Standards:** In addition to Pharmacopoeia Standards that are indicated in the item specifications, other Pharmacopoeia Standards that are registered at National Medicines Regulatory Authority in Sri Lanka are also acceptable when no bidders have quoted for the standard specified in the item specification.
10. 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.
11. Withdrawal from 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 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.
12. The storage conditions and the packing requirements of the product shall conform to the information given by the manufacturer and accepted by NMRA for the product registration or shall conform to the information submitted for waiver of registration granted by NMRA in exceptional circumstances.(refer clause No.24)
If the offered product, deviate from NMRA registered product features, supplier must provide 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.
13. 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.
14. Consignments supplied to MSD violating the storage conditions indicated on product labels and/or product information leaflet (as accepted for product registration at NMRA), shall be considered as quality affected consignments and quality assurance of such consignments shall be carried out by 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.11).

Pack size, Labeling & Packaging

15. 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.

16. Not applicable for Surgical Non Consumable items.

17. Each; innermost pack, vial/ampoule, pre-filled syringe or bottle, shall bear the item Description, SR No, Batch No/Lot no., Reference/Catalogue no.(not for pharmaceuticals), Date of Manufacture, Date of Expiry and “STATE LOGO” of Government of Sri Lanka. It is essential to include and exactly match the dates of Expiry & date of Manufacture (in any form as “Year & Month” or “No Exp.”), in the innermost pack and supplier’s invoice.

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

19. All outer most cartons (shipping packages) shall bear the MSD Purchase Order No, SPC Indent No., 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.

20. Batch Number of the product shall be separately Barcoded (in Code 128 or 2D formats) and Barcode shall be printed on the labels at all levels of packing as described below, conforming to the industry standards in Barcode printing and pasting.

Format shall be according to Code 128 or 2D standards.

Maximum barcode size shall be 5.0cm (length) x 2.5cm (width).

21. In case of receiving goods under inappropriate packaging conditions(not in good order), was to be sorted out by MSD to select the items in good order by 100% checking/handling of the consignment, all expenses incurred to MSD in such an event (including 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

22. If the storage temperature & conditions are not specified in the item specification, NMRA accepted product storage conditions, shall conform to Sri Lankan ambient storage conditions in the ranges of 30⁰c +/- 2⁰c temperature and 75% +/-5% relative humidity. The product storage conditions shall be clearly indicated at all levels of labels/packages/boxes.

23. Maintenance of Cold Chain;

a. In case of cold storage items, cold chain monitors (temperature recording devices) shall be included for each carton and the cold chain shall be maintained according to the manufacturer’s instructions during storage, transport and delivery.

b. Supplier shall use suitable prominently visible identification marks of international standard, with appropriate colours and sizes for easy identification of cold cargo.

Supplier shall use standardized **USB Devices** for temperature data logging inside the packages and shall provide free of charge, data logger readers **&/ software (reading apps compatible with Windows-07/latest)** to wharf department of SPC in advance, to enable examining the maintenance of cold chain in transit, and before taking over the consignment by MSD.

- c. If the cold chain break is observed at the time of taking over the consignments by MSD, such consignments shall be rejected, indicating the reason on the relevant **WDN or copy of the delivery documents**. In such an event, the SPC shall arrange necessary cold storage for the consignment until 'observed cold chain break' is investigated leading to acceptance / total rejection of consignment and the expenses borne by MSD / SPC in arranging the cold storage shall be recovered from the supplier.
- d. The vehicles transporting cold cargo to MSD shall be equipped with temperature monitoring devices and the vehicle shall have NMRA approval for transport of pharmaceuticals.
- e. The suppliers shall dispatch consignments of the items, which require coldchain maintenance, to arrive in Sri Lanka during Monday to Thursday to avoid additional demurrage & storage charges during weekends, during which MSD stores is closed. In case of non-compliance of this condition, any additional expenses incurred to MSD and SPC, to Custom clear/store/receive such consignments shall be recovered from the supplier.

24. In respect of the products requiring controlled temperature storage (Eg. $< 25^{\circ}\text{C}$, $2-25^{\circ}\text{C}$, $15-20^{\circ}\text{C}/30^{\circ}\text{C}$, $2-8^{\circ}\text{C}$ etc.), supplier shall provide MSD with latest product stability study reports with the invoice of the consignment.(report shall include studies; at $30^{\circ}\text{C} \pm 2^{\circ}\text{C}$ & $75\% \pm 5\%$ RH for **AC stored** items and at $25^{\circ}\text{C} \pm 2^{\circ}\text{C}$ & $60\% \pm 5\%$ RH for **Cold stored** items. It shall be a true copy of the latest report submitted to NMRA or a report issued within last 05 years). (refer clause No.12)

Delivery Requirements

25. 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. 27 on delayed deliveries, shall be applied.

26. Not Applicable

27. 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 surcharge.

28. (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.

29. 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. 27 (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.

30. 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. 27 (regarding defaulted consignments) and any other direct or indirect additional costs/liquidated damages, relating/consequent to extension of L/C.

31. 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. 27, 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

32. 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.

33. 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.(applicable for all surgical items and regular category of laboratory items, when specified in respective order lists).

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.

34. The supplier shall submit all shipping documents to (Including Bills of Lading / Draft Air Way Bills etc.) SPC Imports department and MSD by e-mail(follow instructions in website www.msd.gov.lk), at least 03 days before the Expected Time of Arrival (ETA) of sea freighted consignments & 02 days before the ETA of Air freighted consignments.
35. After releasing the Indent/PO or establishing L/C, the latest logistical position of manufacturing & supply on the Indent/PO, shall be updated biweekly through e-mails to SPC with a copy to MSD by the supplier.(follow instructions in the website www.msd.gov.lk)
If it is not complied or the information so provided are found to be incomplete/false, the grace period (for supply delays) mentioned in the clause 27 will not be applicable.

Common conditions

36. 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.
37. 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/Ministry of Health-Sri Lanka.

Special conditions for Surgical Non Consumable Item

- a. **No. -17, under general condition for Non Consumable item shelf-life is not applicable.**
- b. **No. -17, under general condition for Non Consumable- freshly manufactured product shall be supplied and warranty period should be supplied.
Warranty document should be address to SPC with a copy to D/MSD and warranty period is consider from the date of acceptance the consignment by MSD. Each individual items should be included a warranty card with contact details of authorized local agent . Warranty details /period should be included in label and Invoice.**
- c. **-**
- d. **General Condition 8 & 16 are not applicable for Surgical Non-Consumables.**
- e. **Art works and diagrams with dimensions for relevant products with catalog numbers should be provided , if requested by MSD.**
- f. **Usage instruction pamphlet/user manuals in print/pdf /video format should be provide (such instructions should carry details on maintenance, compatibility and storage)**
- g. **Provide copy of quotation with catalogue numbers for all article/components including special instrument set at the stage of offered item acceptance.**
- h. **Further to the condition 33, Tender Sample of the selected bid shall be forwarded to MSD to use as reference sample to check the consignment supplied on the indent/PO.**

01. If any purchases have to be made by Medical Supplies Division to ensure continuity of supply, owing to delaying/ defaulting the supply of this order, any excess expenditure incurred over and above indented cost of this order shall be recovered from supplier.
02. Cluster Awards: -Different strengths of same drug or chemical/different sizes or shapes of same medical device should be processed simultaneously in order to facilitate relevant Technical Evaluation Committee and Procurement Committee to consider making cluster awards for such items on an economical manner.
03. Representative samples in respect of items offered should be submitted to reach SPC on or before the closing time on the closing date of tender and acknowledgement receipt to be obtained from Administration Department of SPC.
04. 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 consignments to prevent any delay in clearance.
05. 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.
06. In the event of an award made to you on this tender, SPC reserve the right to cancel/suspend the procuring of said order in any stage, if you would be placed the defaulted supplier's list due to quality failure found in your previous supplies made to SPC or non compliance of contractual agreement.
07. "Destination Terminal Handling charges (THC) should be borne by the supplier at the Port of Loading. Hence when the C & F prices are quoted this should be inclusive of THC"
08. The bid submitted should be duly signed and endorsed by the Bidder/Tenderer him self (with the name and designation of the signatory) or by the representative. Representatives submit offers on behalf of their principals should submit a letter of authorization and power of attorney (if signing on behalf of the principals) and also should submit documentary proof on their registration as per the Act. No. 03 of 1987 with the Department of the Registrar of Companies – Sri Lanka.
09. Bids for supply of goods which are not manufactured by the Bidder should be supported by a Certificate of Authority issued by the Manufacturer indicating that the Bidder has been duly authorized to supply the goods tendered for Failure to comply may result in the offer being rejected.
10. In the event of delivery of consignments deviating from given delivery schedule by MSD 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.
11. If awarded supplier is unable to adhere the delivery schedule due to no fault of the SPC/Ministry would result in the supplier being surcharge 0.5% of total bid amount per day from the due delivery date.
12. If the shipment is being effected on FCL basis both FOB and freight charges should be quoted separately against each item in addition to quoted C&F price. The volume of the total quantity of each item should be given in cubic meters (m³)

(NEW PROCEDURES TO BE ADOPTED TO FACILITATE THE IMPLEMENTATION OF MSMIS PROJECT)

- (a) In respect of multi-component items that are ordered as kit items under single SR number, representing all components as one assembled unit, all deliveries of such items to MSD should be in the form of kits (all its components assembled together) with a commercial invoice indicating the number of kits and its S.R. number, describing & quantifying the individual components that forms the kit.

MSD will not accept parts of the full complement of components making the kit, that are delivered by different suppliers at different times and such deliveries will be rejected, even when the different components are sourced from different suppliers.

AA/rw 10.08.2020