



# STATE PHARMACEUTICALS CORPORATION OF SRI LANKA

(ESTABLISHED UNDER THE STATE INDUSTRIAL CORPORATIONS ACT, NO. 49 OF 1957)

"Mehewara Piyasa" 16<sup>th</sup> Floor, No.41, Kirula Road, Colombo 5. Sri Lanka.

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## REGISTERED POST

28 May 2021.

M/s.

Dear Sirs,

## TENDER FOR PROCUREMENT OF SURGICAL ITEMS

TENDER NO. : DHS/RS/RQ/180/19

CLOSING AT 2.00 P.M. HOURS SRI LANKA TIME ON : 22.06.2021

We hereby invite your lowest C&F Sea/Air (CFR/CPT) prices for the supply of the items listed in the annexed Schedule, which are for use in Government Medical Institutions.

### 1. SUBMISSION OF TENDER.

Tenders should be submitted in one Original and One Duplicate sealed separately and marked as "Original" and "Duplicate" respectively. Both envelopes shall together be enclosed in one envelope sealed and addressed to 'Chairman/Procurement Committee, State Pharmaceuticals Corporation of Sri Lanka, "Mehewara Piyasa" 16<sup>th</sup> Floor, No.41, Kirula Road, Colombo 5. Sri Lanka.

Tenders, if sent through the Post, should be sent under registered cover, A Tenderer or his agent may also personally deposit sealed tenders in the Tender Box provided for this purpose at "Mehewara Piyasa" 16<sup>th</sup> Floor, No.41, Kirula Road, Colombo 5. Sri Lanka.

The left-hand top-corner of the envelope should indicate the tender number and the closing date of Tender. Tenders should be received on or before the closing date and time of Tender. Late Tenders will not be entertained under any circumstances. The Corporation shall not accept responsibility for the Tender misplacement of premature opening of offers if the cover has not been marked as given above.

**Offers should be either on C&F (CPT/CFR) Colombo basis or Delivered price to MSD ware house basis. FOB offers will be rejected at the tender opening.**

Fax/E-mail offers directly send to State Pharmaceuticals Corporation are not acceptable.

You may quote for any one or all the items listed in the annexed schedule. You should give the Item Code No.: (SR No.) the quantity offered, the pack offered and **Unit C & F Price** for each item. The mode of despatch should also be stated. Offers should be C & F for Sea freight despatch unless other modes of despatch (eg.: air freight, air parcel etc.) are essential, recommended or cheaper.

Your offer should be inclusive of all charges applicable in the event of award. No request for increased charges/prices will be considered after opening of Tenders.

CC : M/s.

rw/=

Country of Origin, Port of shipment and name of Manufacturer should be given in the quotation for each item offered.

The Corporation reserves the right, at the time of Award to increase or decrease the quantity required by 25% without any change in price or other terms and conditions.

## **2. TENDER OPENING**

Tenders will be opened at the Head Office of the State Pharmaceuticals Corporation at 75, Sir Baron Jayathillake Mawatha, Colombo1, Sri Lanka at the date and time specified in annexed schedule. One Representative of the tenderer or their accredited Agent will be permitted to be present at the time of opening of tenders. Only the copy of the tender marked 'Original' will be opened at the time of opening of Tenders.

The officer who opens the tenders will read out (or cause to be read out) to those present, the name of each Tenderer as well as the amount quoted together with discount if any.

Whether or not a Bid Bond has been submitted and the amounts of Bid Bonds submitted also will be announced.

## **3. CURRENCY**

- i) Tenderers from a country outside the Asian Clearing Union should quote in a freely convertible currency in Sri Lanka such as US Dollars or Sterling Pounds. However, member countries of the Asian Clearing Union should quote only in US Dollars.

## **4. DOMESTIC PREFERENCE**

- i) Tenders for the supply of goods manufactured in Sri Lanka could be quoted for in local currency or in foreign currency. The General Treasury from time to time will determine the quantum of preferences granted to Local Manufacturers and its eligibility criteria. The preference presently granted will be a 20% preference for locally manufactured articles offered in competition with imported articles. Eligibility criteria is a minimum of 30% added value in Sri Lanka at ex-factory price. All tenderers offering goods manufactured in Sri Lanka should complete and submit the enclosed 'Domestic Value Added Calculation form along with their Tender.
- ii) Locally manufactured goods should contain Local Labour, local raw material and local components accounting for at least 15% of the EXW price. For this purpose any other components such as Financing cost, factory overheads depreciation of machines or profit margin are not considered as a part EXW price.

## **5. VALIDITY OF OFFER**

Tenderers should keep their offers valid for acceptance for a period of at least 180 days from the date of closing of tenders. No increase in price will be permitted after tender award. However, the Corporation may solicit the tenderer's consent to extend validity of offer and if the tenderer agree to such request, the validity of the Bid Bond should also be extended accordingly. The tenderer, however, may refuse such extension of validity period without forfeiting his Bid Bond. The tenderer will not be permitted to modify or amend his tender on extension of validity.

## **6. SAMPLES**

Representative samples and Literature/Catalogues should be forwarded in respect of all items quoted for. Such samples should be sent by the Tenderer direct to their Local Agent by Air Freight and the Local Agent should deliver same to the Manager-Technical Unit. All samples

and packages should be clearly marked with Tender Number (without which the Customs will not permit clearance).

If the tenderer does not have a Local Agent then samples should be sent to STATE PHARMACEUTICALS CORPORATION OF SRI LANKA, 75, SIR BARON JAYATILAKE MAWATHA, COLOMBO 01, SRI LANKA. Your no charge invoice (showing nominal value for custom purposes) would be attached to the consignee's copy of Air Way Bill and a copy also be sent direct to State Pharmaceuticals Corporation of Sri Lanka, No. 75, Sir Baron Jayatillake Mawatha, Colombo 01.

Offers where samples are not received before the tender closing will be rejected.

With regard to Bulk or Expensive items when samples cannot be sent, Literatures and Catalogues should be attached to the offer.

Evaluations are done as per specifications published with the tender documents.

## **7. BID BOND**

All tenderers should furnish an unconditional Bid Bond encashable on demand to the value mentioned in the item list. Bid Bond should be submitted together with the Tender. Tenders without Bid Bond (where necessary) will not be considered. The Bid Bond shall be in the form of an Unconditional Guarantee issued by an approved commercial Bank operating in Sri Lanka. The Bid Bond should be valid for at least 30 days beyond the validity of the offer.

Bid Bonds issued by the following institutions are acceptable.

1. A Bank operating in Sri Lanka, approved by the Central Bank of Sri Lanka.
2. A Bank based in another country but the security or guarantee 'Confirmed' by a Bank operating in Sri Lanka.
3. A Letter of Credit issued by a Foreign Bank, but 'Confirmed' by a Bank operating in Sri Lanka
4. A cash deposit
5. A Bank Draft issued by a Commercial Bank operating in Sri Lanka which Bank is approved by the Central Bank of Sri Lanka.
6. Any other Agency approved by the Treasury from time to time.

Master Bid Bonds will not be accepted.

Tenders which do not comply with this requirement will be rejected.

## **ALTERNATIVE BIDS**

If alternative offers are submitted, the Tenderer should mark the tenders as 'Original Offer' and 'Alternative Offer'. If the items falls within the range of items where Bid Bonds are required, the Bid Bonds should specifically indicate that it covers the original and the alternative offer. If these requirements are not met, only the lower priced Tender will be accepted and scheduled.

## **8. PERFORMANCE BOND**

The successful Tenderer shall within 14 days from the notification of award submit an unconditional Performance Bond upto 10% of the total value of award if required. Failure to comply with this request shall constitute sufficient grounds for the Corporation to cancel such award and forfeit the Bid Bond/Security without any notice. Letters forwarding the Performance Bond should be addressed to the Chairman, State Pharmaceuticals Corporation of Sri Lanka, No. 75, Sir Baron Jayatillake Mawatha, Colombo 1.

The Performance Bonds shall be as per specimen annexed and shall be submitted in LKR from an approved Commercial Bank in Sri Lanka with validity of 28 days from the last shipment date.

Claims on the Performance Bond will be made by us on the very first instance the supplier fails to comply with the terms and conditions of award and L/C.

**9. REGISTRATION :**

All Pharmaceutical/Surgical Products imported to Sri Lanka should be registered with the Cosmetic Devices & Drugs Authority of Sri Lanka. Therefore, all prospective Bidders should advise their Local Representative to attend to such Registrations. However, the Corporation may import drugs/surgical products which are unregistered under special circumstances. Tenderer should attach photo copies of the current, Registration Certificate with the Tender Offers.

**10. PAYMENT/LETTERS OF CREDIT**

Payment terms will be by confirmed irrevocable Letter of Credit at sight unless otherwise agreed. Supplier should strictly conform to the terms and conditions of our Indents and Letters of Credit.

Payment on irrevocable Letter of Credit will be restricted to 90% of the value of the Bill of Exchange on presentation of such bill. The balance 10% will be paid only after 60 days from the date of payment of bill for 90% of the value, and if the supplier has conformed to all terms of the contract and the Letter of Credit. This 10% is retained to cover claims, if any, on the supplier.

Payment to local suppliers will be made after 30 days from the date of delivery. Suppliers should forward their Bills together with the original Delivery Order duly acknowledged by the Director, Medical Supplies Division or his Authorised Officer with frank stamped.

Where a purchase for a particular item is being made for the first time from a supplier or where there are previous quality failure on goods supplied by a particular supplier, payments will only be made upon testing the quality and standards of the goods and comparison on the bulk supply with the samples provided along with the offer.

The supplier should give the name and address of beneficiary in their original offer and any change will not be accepted after closing of tender. In case of any change where L/Cs have to be cancelled and re-opened, or where L/Cs have to be amended, the supplier should bear the full cost of such amendments together with a Service charge of USD 100.00.

**11. BANK CHARGES**

- i) All Bank charges incurred outside Sri Lanka shall be to the Beneficiary(s) Account. Delivery should be made within validity of L/C and extensions will be granted only in exceptional circumstances. Cost of such extensions will be to the account of beneficiary.
- ii) **NOMINATION OF BANK**  
Letter of Credit will be advised through the correspondent Bank of our Bankers in the successful Tenders's country. However, if the tenderer wishes to negotiate documents through any particular Bank of their chose such details should be indicated in their offer.

## **12. FREE REPLACEMENT**

We reserve the right to cancel balance on order and/or claim free of charge replacement/reimbursement of landed cost or claim on performance bond in the event of

1. Supplier's failure to comply with instructions with regard to quality, delivery schedule etc. or with regard to conditions of documentary credit.
2. Delayed receipt of documents.
3. 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 wrong labeling.
4. Quality failure at any time after receipt of goods

In the event of a quality problem, Batch samples will be tested by us at the National Drug Quality Assurance Laboratory. We will return samples from the available batch, and the balance will be destroyed in the presence of the local agent and certificate issued by us. The suppliers should however, agree to reimburse us by the landed cost of the total quantity rejected for which a certificate of Destruction will be provided.

## **13. QUALITY CERTIFICATE**

We reserve the right to nominate Independent Competent Authorities for the issue of pre-shipment Inspection Certificate (Certificate of Quality, Quantity and Loading). In such event, the cost of such Certificate must be borne by the supplier and should be included in the offer.

## **14. COPY DOCUMENTS**

The successful tenderer (supplier) should agree to dispatch by fax/courier the following copy documents immediately the goods are put on Board/Air freighted.

- I. Copy BL/AWB – Copy of Bill of Lading (without 'shipped on Board' stamp acceptable) Notation 'Reefer. Cargo' should appear in the BL/AWB if goods require refrigeration.
- II. Certificate of Quality, Quantity and Loading or Analytical Certificate should indicate Date of Manufacture and Expiry for each Batch/Lot.
- III. Packing List indicating individual gross weight and nett weight in Kg., and outer dimensions of packages in metric units and also the contents of each package with date of manufacture and expiry.
- IV. Invoice indicating break up value of CPT/CFR (into FOB and Freight), Batch Numbers, Date of Manufacture and Expiry in addition to the other details. (Invoice without signature is not acceptable).

Documents in respect of Airfreight Cargo should necessarily be sent by fax. This is a compulsory requirement which the successful Tenderer has to comply with, to facilitate early clearance of Cargo on Arrival, without payment of Demurrage charges.

Demurrage charges, if any, which become payable due to the supplier's failure to comply with above requirements will be claimed from supplier.

## **15. LOCAL AGENT**

The supplier shall in his tender indicate name, address, telephone/facsimile and E MAIL address of his agent in Sri Lanka.

## **16. CONTRACT AND ARBITRATION (A) CONTRACT**

The successful supplier should agree to enter into a Contract/Agreement is applicable normally for awards which are over LKR 500,000.00.

## **(B) ARBITRATION**

If during the consistence 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.

## **17. TENDER AWARD**

Awards are made to suppliers taking into consideration among other factors, prices quoted, part performance, quality of samples, delivery offered, product registration etc. and the decision of the Procurement Committee is final. No correspondence will be entertained from unsuccessful tenderers.

The Procurement Committee reserves to itself the right without question to :-

- (a) Accept any tender, or portion of a tender,
- (b) Accept portions of more than one tender
- (c) Reject all or any tenders
- (d) Direct that fresh tenders be called for

## **18. DELIVERY**

1. Awarded supplier should comply with the delivery schedule given. 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.
2. In the event of an award made to you on this tender, SPC reserve the right to cancel/suspend procuring of said order in any stage, if you would be placed in the defaulted supplier's list due to quality failure found in your previous supplies made to SPC or non compliance of contractual agreement.

Prospective Tenders 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.

Yours faithfully

**STATE PHARMACEUTICALS CORPORATION OF SRI LANKA**

**Sgd./**  
**DGM (PROCUREMENT & IMPORTS)**

  
**PROCUREMENT OFFICER**  
**(SURGICAL ANNUAL ITEMS)**  
**Tel: 0112 - 431880**

(To be submitted in duplicate)

(Bidders should prepare their own forms as per this format. Offers which are not as per this format are liable to be rejected).

**BID NO** ..... **Closing date & time :** .....

Name &amp; Address of Manufacturer :

Name &amp; Address of Bidder:

[illegible]

1. Cost of Inspection Certificate (If not included in the C & F price)  
Indicate from whom independent Pre-shipment Certificate of Quality, Quantity and Loading will be submitted.
2. Indicate date when samples were submitted :-
3. Indicate Bid Bond No, Value and Validity (Where applicable) :-
4. Quotation valid upto :-
5. Local manufacturers/Importers should also indicate Local delivery charges to Stores at Medical Supplies Division, Wimalawansa Thero Mawatha, Colombo 10.

We confirm that we have read and understood the terms, conditions and specifications covering this bid and submitted our offer accordingly. We are not listed as suspended dealer defaulted/black-listed Bidder in any Government Institution in Sri Lanka. In the event of goods being rejected due to unacceptable quality free of charge replacement of the rejected quantity of its value at landed cost will be supplied/reimbursed.

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

Also inform your terms and conditions and special instructions- for opening of Letters of Credit in the event of an award in your favour.

Details of Accredited Agent in Sri Lanka (Local Agent)

Name

Postal Address

Telephone No.

E-mail

Fax No.

\* Percentage and LKR value of commission to be paid to the Local Agent.  
(Included in the C&F price quoted)

Signature of the Tenderer

Name :

Designation :