

TENDER NO. : DHS/P/WW/NP/O/12/24
DATE OF ISSUE : 15th October 2024
CLOSING DATE & TIME : 26th November 2024 AT 09.00 HOURS SRI LANKA TIME

ORDER LIST NO. : 2024/SPC/O/C/P/00081

| <u>SR No.</u> | <u>Item Description/ Specification</u> | <u>Quantity</u> | <u>Delivery</u> |
|----------------------|--|------------------------|---------------------------------|
| 01212901 | Thiotepa Injection 15mg vial Thiotepa for Injection BP/USP 15 mg Vial OR Thiotepa Injection IP 15 mg Vial Each vial contains Thiotepa BP/USP/IP. Storage: Store and transport refrigerated (2°C – 8°C) and protect from light. | 21 vials | 21 vials / As early as possible |

Representative Tender samples to be submitted for the evaluation.

The amount of Bid Bond: LKR 24,622.00 or USD 84.00.

Bid Bond should be submitted with valid up to 24.06.2025 together with the bid

Bid should be valid till 25.05.2025.

Non refundable Bid Fee Rs. 3,000/= + Taxes should be paid in cash to SPC for each set of Tender Documents.

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

MSD CONDITIONS OF SUPPLY

1. The Product should have minimum of **24 Months Residual** shelf life at the time of delivery at Medical Supplies Division.(if deviated, prior approval should be obtained from MSD/SPC.
2. Description of item, Date of manufacture, Date of expiry, Batch No, Name and address of manufacture Should be clearly marked on the outer covering containing the item and on the outer cover of the carton/box.
3. Offers for any other economically viable pack sizes different from the specify pack sizes are acceptable with the prior approval of Director Medical Supplies Division.
4. MSD Order List No, SR No. of Item, SPC Indent No/purchase order no Description and storage condition of item and Batch No shall be indicated in all Supply Invoices.
5. Storage condition of the items should be clearly indicated in the inner most and outer most carton labels.
6. Cold chain monitors should be included for each cartons and the cold chain should be maintained according to the manufacturer's instructions during storage, transport and delivery. (When ever applicable)
7. Delivery of the items is to be made to **Medical Supplies Division warehouse** free of charge.

8. 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.
9. **Standard**- any other pharmaceutical standard accepted by cosmetics, devices and drugs regulatory authority in Sri-Lanka for registration of pharmaceutical item also acceptable.
10. In the event that item is awarded to unregistered bidder, the NOL/PUL issued by NMRA should be submitted when item is delivered. If not, payment will not be released for the delivered item.
11. In the event of failing to supply the item within the delivery schedule given the Purchase order the item will not be accepted by MSD. However, if the item is still required by Medical Supplies Division and decides to accept the same, a penalty of 0.1% of the total value per day up to 7 days (total of 0.7% for 1st 7 days of late delivery), 0.3% per total value per day from 8th to 14th (another 2.1% for 7 days from 8th to 14th day of late delivery), 0.5% per total value per day from 15th to 21st day (another 3.5% for the period from 15th to 21st day of late delivery) for the lapsed period will be deducted from your payment as liquidated damage.

In case of an item delivered after 3 weeks, if the item is still required MSD reserves the right to accept maximum penalty of 10% of the total value will be imposed.

12. In addition to the condition given herein any other relevant condition as per the tender document issued by SPC are also applicable.

13. IN CASE OF AWARD, DELIVERY OF SPC MAIN ORDER(S) WILL BE CONSIDERED PRIOR TO RELEASING THE INDENT / PURCHASE ORDER FOR THE LOCAL SUPPLY (whenever applicable)

Special Conditions for Bidding :

1. Offers should be accompanied with the valid registration certificate (Notary Certified) issued by the National Medicines Regulatory Authority in Sri Lanka formerly Cosmetic Devices and Drugs Authority.
2. Offered item should bear our SR number.
3. If awarded supplier is unable to adhere to 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.
4. **Foreign offers should be on C & F (CPT/CFR) Colombo basis. FOB offers are not acceptable. 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.**

Comparison of foreign offer and local offer made on Imports & Supply basis will be compared as follows.

Local offers which are for Import & Supply basis will be divided by a hypothetical value for comparison of offers against C & F value based on the HS Code of the item as determined by SPC.

- 5. Fax/E-mail offers directly sent to State Pharmaceuticals Corporation are not acceptable. Tenderers are requested to draw their attention to the clause "Submission of Tenders" of the tender document in this regard.**
6. 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).
7. 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.
Sufficient quantity of Samples should be forwarded for evaluation
8. The original payment receipt for purchasing the bidding document has to be annexed to the offer. Offers without same will be rejected.
9. Procurement Committee has the authority to decide whether pre-shipment/ pre delivery/post delivery samples to be tested. In such cases the supplier will have to bear the cost of testing samples.
10. The bid submitted should be duly signed and endorsed by the Bidder/ Tenderer himself (with the name and designation of the signatory) or by the representative. Representatives submitting 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 (where applicable).
11. The successful supplier should agree to dispatch by fax/courier a full set of copy document to SPC at least 3 days prior to arrival of consignment in Sri Lanka to prevent any delay in clearance.
Demurrage /additional charges if any which become payable due to supplier's failure to comply with this requirement will be claimed from the supplier.
12. In the event of an award made to you on this tender, SPC reserves 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.
13. 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 contact act in accordance with the section 10 of the Public Contract Act and produce such valid original certificate of registration with the bid.
14. The recommended storage mentioned on the product label should be maintained at transit also and storage condition should be clearly showed on Bill of Lading/Airway Bill and invoice.
- 15. 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.**
16. 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.
17. SPC reserves the right to reject offers which do not comply with above conditions.

Please refer Global Bid Document

B: [Global Tender - Bid Document for Pharmaceutical DPC](#)