PROCUREMENT NOTICE - GLOBAL

MINISTRY PROCUREMENT COMMITTEE, MINISTRY OF HEALTH, NUTRITION & INDIGENOUS MEDICINE

The Chairman, Ministry Procurement Committee of The Ministry of Health, Nutrition & Indigenous Medicine will receive sealed bids for supply of following item to the Department of Health Services for year 2019.

Bid Number	Closing Date & Time	Item Description	Date of issue of Bidding Documents
DHS/P/M/WW/11/19	11.10.2018 at 11.00 a.m.	**7,400,000 Sets of Disposable IV Giving Sets**	28.08.2018

Bids should be prepared as per the particulars given in the Bidding Documents available to prospective bidders on working days between 0930 hours to 1500 hours from above date at the Head Office of the State Pharmaceuticals Corporation of Sri Lanka, No.75, Sir Baron Jayatillake Mawatha, Colombo 1. These could be purchased on cash payment of a non-refundable Bid Document Fee of Rs.35,000/= + taxes per set. 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 Bidding 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 Internal Audit Department in Mezzanine floor of the State Pharmaceuticals Corporation at No. 75, Sir Baron Jayatillake Mawatha, Colombo 1, Sri Lanka.

Bids will be closed at the Head office of the State Pharmaceuticals Corporation on the date 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, NUTRITION & INDIGENOUS MEDICINE
C/O STATE PHARMACEUTICALS CORPORATION OF SRI LANKA
75, SIR BARON JAYATILLAKE MAWATHA
COLOMBO 1
SRI LANKA.

FAX : 00 94-11- 2344082
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E-MAIL : pharma.manager@spc.lk

Chairman- Procurement Entity
On behalf of
CHAIRMAN – MINISTRY PROCUREMENT COMMITTEE
STATE PHARMACEUTICALS CORPORATION OF SRI LANKA
75, SIR BARON JAYATILLAKE MAWATHA
COLOMBO 1, SRI LANKA.

ANNEX - 1

BID NO. : DHS/P/M/WW/11/19
DATE OF ISSUE : 28TH AUGUST 2018
CLOSING DATE & TIME : 11TH OCTOBER 2018 AT 1100 HOURS SRI LANKA TIME

Order List No. 2019/SPC/N/R/P/00014

SR no.	Item Description/Specifications	Quantity	Delivery
00404901	**Disposable Intravenous solution giving sets for single use** * Detailed Specifications are given below ; 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 : 400 sets per pack	7,400,000 sets	1,800,000 sets - February 2019 1,400,000 sets - April 2019 1,400,000 sets - June 2019 1,400,000 sets - August 2019 1,400,000 sets - October 2019

*Specifications

Disposable Intravenous solution giving sets
Infusion set for single use ISO 8536-4 (Disposable Intravenous Solution Giving Sets)

1. STANDARD

Set should conform to International Standard ISO-8536-4:2007 and one or more of the following standard.

a) British Standard BS EN ISO-8536-4:2013
b) German Standard DIN EN ISO-8536-4:207-06
c) Australian Standard ISO-8536-4:2010+Amd – 1:2013
d) Malaysian Standard MS ISO 1135 – 4: 2009

2. SPECIFICATIONS OF COMPONENTS OF SOLUTION SETS

All component should comply Biological tests "Transfusion and Infusion Assembles (161)" of USP 30.

A. CLOSURE-PIERCING DEVICE (SPIKE)

The closure piercing device should be suitable for puncturing rubber bung which would grip the spike firmly after puncture, making a leak – proof assembly.

a) It shall be rigid, straight hollow tapered plastic tube of circular cross section of bore not less than 2.5mm at any point of effective length 29± 2 mm and decreasing external diameter from 5.6± 0.1 mm 5.0 ± 0.1mm over a distance of 28± 1mm.
The entry port to the drip chamber should be capable of delivering one ml in the form of 20±5 drops.

b) The broad end may terminate in a flange of other rigid structure which facilitates piercing of the closure of container and does not prevent the adjacent insertion of an air- inlet assembly and injection of additive through the closure.

The narrow end should be pointed or beveled. When tested, in accordance with the specified standard, the device shall not require a force of more than 150 N to penetrate a standard closure complying with ISO 1135 – 1977 edition and shall be able to penetrate standard closure 5 times without breading, bending, causing leakage through a closure or becoming distorted, obstructed or otherwise damaged in a manner which could impair its function.

c) The piercing device may incorporate an air-inlet mechanism with the adjacent filter as described in section "J".

B. DRIP CHAMBER

a. Each chamber not shorter than 5.5cm shall be made of transparent, substantially colourless plastic material, which is – flexible enough to permit the chamber to be squeezed by hand is resilient enough to return to the normal configuration.

b. The drip chamber or drip filter chamber shall be designed and constructed so that:

I. Liquid leaving the drip tube should not flow along the wall of the chamber.
II. The drip tube projects not less than 5mm in to the chamber.
III. The end of the outer wall of the drip tube is not less than 5mm from the wall of the chamber.
IV. For at least 40mm beyond, the end of the drip tube, the chamber is not obstructed, so that, when the set is oriented for use, the fall of drops of liquid from the drip tube can be continuously observed.

C. FLUID FILTER

The fluid filter of a solution set should be visible and shall comply with following requirements.

a. The apertures shall have a maximum diameter of (Apertures size) 19 microns and total aperture more than 40%
b. It shall be secured across the liquid pathway of the set so that liquid cannot flow through the set without passing through filter.

D. DELIVERY TUBE (DRIP TUBE)

The delivery tube shall comply with the following requirements.

a. It shall be sufficiently resilient to respond rapidly to release of the flow regulator.
b. It shall be 150cm±2.5% long.
c. It shall be sufficiently translucent over most of its length for the passage of air bubbles to be readily detectable
d. The inner diameter of the tubing should not be less than 3mm.

E. FLOW REGULATOR

a. A precision roller – type drip control clamp to be provided. The flow regulator shall adjust the flow of the infusion between zero and the maximum.
b. A notch to be incorporated for holding tube during interruption of infusion.
c. The flow regulator shall be capable of continuous use throughout an infusion without damaging the tubing. There shall be no deleterious reaction between the flow regulator and the tubing when stored in contact.

F. INJECTION SITE

The injection site of a set shall comply with the following requirements.

a. It shall be self_sealing section of a part of the delivery tube.
b. There shall be no leakage of water through the punctured injection site when the air pressure inside the set is raised.
c. Self-sealing injection ports shall reseal under normal working.
d. The rubber latex puncture value for injection should be not shorter than 4.0 cm with a central section not shorter than 1.5cm. The wall of the central section should be not less than 2.0 mm thick.

G. LUER LOCK FITTING

The distal end of the tubing shall terminate in a luer lock fitting.

H. PROTECTIVE CAPS (END PROTECTORS)

The protective caps at the two ends of the infusion set shall maintain the sterility of the closure piercing device, the male fitting and the interior of the infusion set. They shall be secured but easily removable.

I. VENEPUNCTURE (INTRAVENOUS VEIN) NEEDLE

Effective length not shorter than 3.5cm and of gauge 20 or 21 siliconized with Ultra-thin wall to provide maximum flow and with a transparent hub for easy flow back (flashback) check.

J. AIR INLET ASSEMBLY

a. An air-filter with pore size 0.2 to 0.3 micron shall be incorporated which is non absorbing for warter and is such that under normal conditions of use effectively removes bacterias from air passing through the assembly.
b. The constructions shall be such that all air passing through the assembly has to pass through the air filter.
c. When tested in accordance with the specified method, the sealing shall be such that the air pressure inside the assembly does not rise by more than 0.5 kpa from 10 kpa below atmospheric pressure in 1 hour.
d. Should also incorporated a check valve at air inlet port with an air shut-off cap and should be leak proof.

K. PHYSICAL REQUIREMENT

The infusion equipment must be transparent in such a way that air bubbles are easily recognizable. All parts must be smooth and clean on the inside.

The infusion equipment in longitudinal direction must withstand a static tension of at least 15 N in a period of 15 seconds.

L. DELIVERY RATE

The time taken to deliver 500ml of water through an assembled set shall not exceed 5 minutes.

M. FREEDOM FROM LEAKS

a. <u>Under increased pressure</u>
When the set with a needle attached is tested in accordance with the specified method and the air pressure inside the set is raised to 60 kpa above the outside pressure for 2 minutes, the set shall not leak. (or equivalent test)

b. <u>Under reduced pressure</u>
When the set with a needle attached is tested in accordance with the specified method and the air pressure inside the set shall not increase from 10 kpa bellow atmospheric pressure by more than 0.5 kpa within 1 hour.

N. TOXICITY (SAFETY)

Non-toxic when tested in according with USP specifications or equivalent.

O. PYROGENS

Non-pyrogenic when tested according to USP test or equivalent.

P. STERILITY

Sterile when tested according to USP test or equivalent.

Q. CHEMICAL TESTS

Should meet the ISO 8536-4:2007 or equivalent.

R. MARKETING & LABELLING

According to ISO-8536-4:2007 or equivalent.

S. PACKING

To conform to the requirements of ISO-8536-4:2007 or equivalent.
Note: Sets should withstand a temperature between 15 ^{o}C and 32 ^{o}C during storage.

The amount of Bid Bond : LKR 3,081,000.00 or USD 19,253.00

Bid Bond should be submitted with valid up to 09.05.2019 together with the tender

Bid should be valid till 09.04.2019.

Non refundable Bid Fee Rs. 35,000.00 + Taxes.

Conditions 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 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, 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 consignment, with deviations from certain tender conditions (eg: with regard to labeling/packaging or any other rectifiable defect at the time of receipt in Sri Lanka.) 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]x0.25) 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.

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 unless otherwise mentioned in this document.

Shelf life & Warrantees

7. 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 shelf life requested (specified in order/Indent/PO). In respect of the items with requested shelf life equal or more than 24 months, any deficit between the residual shelf life and requested shelf life, shall not be more than 04 months.

   In the violation of the above tender condition, SPC/MSD reserves the right to accept a reduced quantity, that is usable (as per the consumption rate) up to three months before the expiry of same and will subject to application of a penalty.
   When the shelf life is not specified in the indent/PO/item spec; the requested shelf life shall be considered as, 24 months for pharmaceuticals.

Standards & Quality

8. 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.

9. 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.

10. 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**.**

11. 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.

    The bidder 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.

12. 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). 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.

13. 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.10).

Pack size, Labeling & Packaging

14. 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.

15. 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.

    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.

16. 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. The format of Date of Manufacture / Date of Expiry should be declared in the offer and it shall consist of at least the YEAR & MONTH.

17. 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.

18. 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).

19. 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

20. 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 30^0c +/- 2^0c temperature and 75% +/-5% relative humidity. The product storage conditions shall be clearly indicated at all levels of labels/packages/boxes.

21. 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 born 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 cold chain 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.

22. In respect of the products requiring controlled temperature storage (Eg. < 25^0C, 2-25^0C, 15-20^0C/30^0C, 2-8^0C etc.), supplier shall provide MSD with latest product stability study reports with the invoice of the consignment.(report shall include studies; at 30^0C +/- 2^0C & 75% +/- 5% RH for **AC stored** items and at 25^0C +/- 2^0C & 60% +/- 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.11)

Delivery Requirements

23. 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. 25 on delayed deliveries, shall be applied.

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

25. 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.

26. (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.

27. 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 Condition No. 25 (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 additional expenses (i.e. staff OT, forklift charge, etc.) of MSD, by the supplier.

28. 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. 25 (regarding defaulted consignments) and any other direct or indirect additional costs/liquidated damages, relating/consequent to extension of L/C.

29. 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. 25, 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

30. 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.

31. 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.

32. 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.

33. 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 condition No. 25 will not be applicable.

Common conditions

34. In addition to the general conditions of supply given herein, any other relevant conditions as per the tender document issued by SPC, are also applicable.

Amendments to the Bidding Documents for Procurement of Pharmaceuticals for the Department of Health Services of the Government of Sri Lanka (Pink Book). (MPC)

Terms and Conditions of Bid/Instructions to Bidder

Page No. 36, Conditions of Contract

Condition No. 3 to be amended as Free Replacement/Reimbursement due to quality issue.
Condition No. 3.2 to be amended to read as,
In the event of a 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 committee appointed 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.
The supplier should reimburse SPC the total value of the entire quantity of either withdrawn batches or withdrawn product with an additional 25% of the total value concerned as an Administrative Cost.

Page No. 8 Condition No. 11.1 (Fresh Stocks) – to be amended to read as follows;
Supplies should be from fresh stocks manufactured recently conforming to the stipulated specifications and shelf life in Annex 1. However shelf life remaining at the time of receipt of goods at Medical Supplies Division, Sri Lanka should be greater than **85%** out of the total shelf life of the product.

Page No. 8 Condition No. 12.2 (b) (Free Replacement) – to be amended to read as follows;

In case of withdrawals due to quality failure Suppliers should ensure that the entire quantity of either the withdrawn batches or products would be totally reimbursed with an additional 25% of the total value concerned as an Administrative Cost.

Page No. 9 Terms & Condition No. 14.2 (Packing & Storage/conditions) - to be amended to read as follows;
Packing of all items should be suitable for storage and use under tropical conditions. Final Export packing should indicate the required storage temperature for goods which require Re-frigeration/Cool storage/Cold storage/ Freezer Storage enabling the cargo handling staff at the Port of Destination to arrange proper storage for such goods immediately on arrival. Further refer condition No. 31.4 for cold chain maintaining cargo. Sri Lankan ambient storage conditions are in the ranges of 30^0C +/- 2^0C temperature and 75% +/-5% relative humidity.

Page No 27 last sentence of 1st paragraph should be amended to read as
"In the event of goods being rejected due to un-acceptable quality, reimbursement of the total value and an additional 25% of the total value at landed cost as administrative cost will be made".

N.B.

1. If Local Agent Commission to be paid the percentage should be clearly indicate in Annex II B
2. Storage temperature of the offered item should be prominently indicated in the column "Full description of the item offered and the standard" in Bid Form (Annex II B of Bidding Document)
3. A Certified copy of the NMRA registration certificate certified by Attorney-at-Law /Commissioner of Oaths or Justice of Peace should be submitted along with the Bid. The Bidder should provide details regarding storage temperature accepted by NMRA for granting registration in the event such information is not included in the registration certificate.

Please refer Global Bid Document

A: Global Tender - Bid Document for Pharmaceutical MPC