



GOVERNMENT OF THE DEMOCRATIC SOCIALIST REPUBLIC OF SRI LANKA  
MINISTRY OF TRANSPORT, HIGHWAYS, PORTS & CIVIL AVIATION  
**Road Development Authority**



## Invitation for Bids

**Date:** : 27/08/2025

**Loan Title:** : Road Network Development Project (Loan No. 9/574-1)

**Contract No. and Title** : RDA/MFAP/ICB/SFD-II/11-A

Reconstruction of Bridge 4/1 on Orugodawatta – Ambatale Road

**Deadline for Submission of Bids** : [08/10/2025] (Before 2.00 pm)

For the Further details scan the QR or Contact - 011-2187063





PROCUREMENT NOTICE – GLOBAL

STATE PHARMACEUTICALS CORPORATION OF SRI LANKA

The Chairman, Departmental Procurement Committee of the State Pharmaceuticals Corporation of Sri Lanka will receive sealed bids for supply of following items to the Ministry of Health & Mass Media.

| Bid Number       | Closing Date & Time     | Item Description                    | Date of issuing of Bid Documents | Non-refundable Bid Fee (LKR) |
|------------------|-------------------------|-------------------------------------|----------------------------------|------------------------------|
| DHS/SA/WW/201/25 | 14.10.2025 @ 09.00 a.m. | Drill Bits For Locking Heads Screws | 02.09.2025                       | 3,000.00 + tax               |

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 at the **State Pharmaceuticals Corporation of Sri Lanka, Head Office, Administration Department, "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 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 Administration Department of the State Pharmaceuticals Corporation at "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 authorized 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.

**Note : Submitting tender samples are mandatory.**

CHAIRMAN -PROCUREMENT COMMITTEE

STATE PHARMACEUTICALS CORPORATION OF SRI LANKA

"MEHEWARA PIYASA", 16<sup>TH</sup> FLOOR, NO. 41, KIRULA ROAD,  
COLOMBO 5.

SRI LANKA.

TELEPHONE : 00 94-11- 2335008

FAX : 00 94-11- 2582495

E-MAIL : [mgrsurgical@spc.lk](mailto:mgrsurgical@spc.lk)

-----  
ACTING GENERAL MANAGER - STATE PHARMACEUTICALS CORPORATION

On behalf of

CHAIRMAN DEPARTMENTAL PROCUREMENT COMMITTEE

STATE PHARMACEUTICALS CORPORATION OF SRI LANKA

"MEHEWARA PIYASA", 16<sup>TH</sup> FLOOR,

NO. 41, KIRULA ROAD,

COLOMBO 5.

SRI LANKA.

**ANNEX – 1**

**BID NO. : DHS/SA/WW/201/25**  
**DATE OF ISSUE : 02/09/2025**  
**CLOSING DATE & TIME : 14/10/2025 AT 09.00 HOURS SRI LANKA TIME**

**Special Conditions for tendering :**

1. Offers should be accompanied with the original of valid registration certificate/any **Subsequent renewal certificates where applicable** or **a copy certified by an Attorney at law, of aforesaid document** issued by the National Medicine Regulatory Authority in Sri Lanka.
2. Offered item should bear both our SR number and the Item number. However at the bid opening only the item numbers will be read out. Therefore price quoted should be shown against each item number.
3. **A break-up of** FOB and Freight charges should be quoted separately against each item in addition to quoted C&F price.
4. The volume of the total quantity of each item should be given in cubic meters (m<sup>3</sup>)
5. Foreign offers should be on C&F {CPT/CFR (into FOB and freight)} Colombo basis. **Only** 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 in LKR for the total delivery price to MSD stores.
6. 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 Bids" of the bid document in this regard.
7. 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.
8. The original payment receipt has to be annexed to the offer. Offers without same will be rejected.
9. We reserve the right to reject offers which do not comply above.

**10. The offer should be valid up to 11/04/2026**

**CONDITIONS FOR SUPPLY FOR SPC ORDERS – APPLICABLE FOR SURGICAL & LAB 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 waiver of registration &/ import license / manufacture licensing at NMRA, is a pre-requisite for the supply of surgical, pharmaceutical & 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]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 surcharge (as clause No. 37).

6. The specifications of the product offered by the suppliers in the tender, shall match with the tender specifications for the item and **any form of alternate offers for the same, will not be entertained**, when there are product/s offered in compliance with the tender specification.

### **Shelf life & Warrantees**

7. In respect of Non consumables; laboratory items and surgical items: Manufacturer or supplier or local agent shall provide a warranty for a period, not less than as specified in the specification of the item and /or it's sub components/articles supplied (eg: Special Instrument sets), unless otherwise agreed upon prior to awarding the tender.

The supplier's invoice shall indicate, the validity period of the warrantee from the date of receiving goods at MSD and a warrantee card with all details, including the local contact details of warrantee services provider, shall also be inserted in each individual pack.

Foreign suppliers of all such items shall have their own local agent in Sri Lanka, capable of providing technical support, repair and spares, when necessary (**This clause No. 07 is not applicable for all Pharmaceuticals and all Consumable Surgical & Laboratory items**)

8. 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/Sri Lanka) 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 consumable surgical items. (Shelf life of not applicable for surgical non-consumables) 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, Director/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. 37)

## **Standards & Quality**

- 9. Standards;** In respect of all Pharmaceutical products supplied, shall comply Pharmacopoeia Standards that are indicated in the item specifications, other Pharmacopoeia Standards accepted in the product registration by the National Medicines Regulatory Authority.
- 10.** As per the product registration dossier approved by NMRA, the product information leaflet (PIL) for the Pharmaceuticals items and the user manual/instruction pamphlet for surgical items. 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 or incompatible with, 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 charged 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 and 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 and 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.** In respect of bulk packs of all pharmaceuticals (not applicable for blister/strip packs), "DHS" mark shall be
- (a). embossed or printed in case of tablets
  - (b). printed in case of capsules

Above condition can be waved off, if the purchase order quantity is less than 100,000 tablets/capsules, with deliveries in one/more lots **or** when an exemption is notified in the special order conditions of the relevant MSD order list (**This clause No. 16 is not applicable for all consumable and Non consumable Surgical and Laboratory Items**)

- 17.** Each; innermost pack, vial/ampoule, pre-filled syringe or bottle, shall bear the item Description, SR No, Batch No/Lot no., Product Reference/Catalogue No.s of Surgical items), Date of Manufacture, Date of Expiry (of consumables only) and "STATE LOGO" of Government of Sri Lanka.

It is essential to include and exactly match the dates of Expiry (not applicable for Surgical Non-consumables) & 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 30°C +/- 2°C 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;
- 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.
  - 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.
  - 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.
  - 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.
  - 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.
- 24.** In respect of the products requiring controlled temperature storage (Eg. < 25°C, 2-25°C, 15-20°C/30°C, 2-8°C etc.), supplier shall provide MSD with latest product stability study reports with the invoice of the consignment.(report shall include studies; at 30°C +/- 2°C & 75% +/- 5% RH for **AC stored** items and at 25°C +/- 2°C & 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.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.** 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 10<sup>th</sup> January** shall be avoided, unless otherwise prior approval has been granted by MSD for such deliveries.

**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 laboratory regular items except when specified in respective order lists).

The product artwork or dimensional detail diagrams, product Catalogues and Catalog No's, as necessary for the surgical items (**not relevant to pharmaceutical & Laboratory items**) shall be provided with the bid document, for reference in the; tender evaluation by SPC, ascertaining (before awarding) user acceptance of deviations from the spec by MSD and inspecting the consignments delivered to MSD.

The artwork of the; specimen labels, minimum pack and outer most box/shipper carton, that satisfies the above mentioned labeling conditions shall be provided before signing the contract with the performance bond.

- 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](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.

- 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](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. 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.

### **(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.*

**Note : Submitting tender samples are mandatory.**

**Sufficient quantity of samples should be forwarded for evaluation.**

### **Special Conditions**

- (I) 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.
- Demurrage / additional charges if any which become payable due to supplier's failure to comply with this requirement will be claimed from the supplier.
- (II) 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.
- (III) 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.
- (IV) 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.
- (V) 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.
- (VI) 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 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.
- (VII) 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.
- (VIII) 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.
- (IX) 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.
- (X) 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.
- (XI) a) For products which are imported to Sri Lanka, the registration shall be valid until the last consignment to be procured is received by the Procuring Entity (PE).
- b) For products which are manufactured in Sri Lanka, the registration shall be valid until the last delivery of the products to be procured is received by the PE.
- (XII) Supplier shall submit the signed contract within 14 days of receiving of the contract agreement from SPC.**

**(XIII) The below mentioned documents (the original or copies certified by the attorney at law) should be submitted along with copy documents to SPC.**

- 1. A certified copy of the Certificate of Analysis/warranty**
- 2. A certified copy of the Customs declaration**
- 3. Original of the Import License**
- 4. Original of the Customs Assessment Notice**
- 5. Certificate copy of NMRA or WOR**

**(XIV) a). A copy of the Product Registration Certificate issued by the NMRA, certified by an Attorney-at-Law.**

**b). The Original Letter of Authorization issued by the manufacturer, or a copy certified by an Attorney-at-Law.**

***Note : A certified copy of Business registration Certificate (by an Attorney at low) should be submitted with the offer***

**BID NO : DHS/SA/WW/201/25 CLOSING ON : 14/10/2025 at 9.00a.m.**

**ORDER LIST NUMBER : 2025/SPC/N/R/S/00065**

| <b>A</b>       | <b>B</b>     | <b>C</b>                                                                      | <b>D</b>   | <b>E</b>            | <b>F</b>                    |
|----------------|--------------|-------------------------------------------------------------------------------|------------|---------------------|-----------------------------|
| <b>ITEM NO</b> | <b>SR NO</b> | <b>ITEM</b>                                                                   | <b>QTY</b> | <b>DELIVERY</b>     | <b>Bid Bond value (LKR)</b> |
| 1              | 21207604     | Drill Bits for Locking Head Screw (LHS), size 2.0mm,195mm (approx.) length    | 180 Nos    | 180 Nos-Immediately |                             |
| 2              | 21207605     | Drill Bits for Locking Head Screw (LHS), size 2.8mm,200mm (approx.) length    | 140 Nos    | 140 Nos-Immediately | -                           |
| 3              | 21207901     | Bone Screw Box for 5mm /4.5mm screws (hybrid system LHS/LCP),stainless steel. | 40 Nos     | 40 Nos- Immediately | 70,720.00                   |

**All tenderers should furnish an unconditional Bid Bond for each SR No. encashable on demand to the value mentioned in the Column F.**

**Amount of Bid Bond should be 2% of the bid value of each item to be submitted along with the bid, when the tendered value of each item exceeds LKR 01 million.(when not indicated in the Column F).**

**Bid Bond should be submitted with valid up to 11/05/2026 together with the tender**

**Bidding Document Fee- As per the guideline 6.1.1 (a) of the Government Procurement Guidelines 2006.**

**A non refundable fee of Rs. 3,000/= taxes should be paid in cash to SPC for each set of Tender Documents and attached it to the Bid.**

**NOTE**

Amendments to Global tender Book,

- (I) Clause No 27 (Page 18)**  
**To be deleted 27.4 & 27.5**
- (II) Clause No 19.1 [REGISTRATION - Page 13]**  
**To be include to read as**

(c) For products which are imported to Sri Lanka the registration shall be valid until the last consignment to be procured is received by the Procuring Entity (PE).

(d) For products which are manufactured in Sri Lanka the registration shall be valid until the last delivery of the products to be procured is received by the Procuring Entity (PE).

- (III) To replace the clause No 17.4 & 17.5 in contract document on page No 44 as above (c) & (d).**

Please refer Global Bid Document

D: [Global Tender - Bid Document for Surgical Items DPC](#)



**PROCUREMENT NOTICE – GLOBAL**

**STATE PHARMACEUTICALS CORPORATION OF SRI LANKA**

The Chairman, Departmental Procurement Committee of the State Pharmaceuticals Corporation of Sri Lanka will receive sealed bids for supply of following items to the Ministry of Health & Mass Media.

| <b>Bid Number</b> | <b>Closing Date &amp; Time</b> | <b>Item Description</b>             | <b>Date of issuing of Bid Documents</b> | <b>Non-refundable Bid Fee (LKR)</b> |
|-------------------|--------------------------------|-------------------------------------|-----------------------------------------|-------------------------------------|
| DHS/SA/WW/201/25  | 14.10.2025<br>@ 09.00<br>a.m.  | Drill Bits For Locking Heads Screws | 02.09.2025                              | 3,000.00 + tax                      |

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 at the **State Pharmaceuticals Corporation of Sri Lanka, Head Office, Administration Department, "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 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 Administration Department of the State Pharmaceuticals Corporation at "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 authorized 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.

**Note : Submitting tender samples are mandatory.**

CHAIRMAN -PROCUREMENT COMMITTEE

STATE PHARMACEUTICALS CORPORATION OF SRI LANKA

"MEHEWARA PIYASA", 16<sup>TH</sup> FLOOR, NO. 41, KIRULA ROAD,  
COLOMBO 5.

SRI LANKA.

TELEPHONE : 00 94-11- 2335008

FAX : 00 94-11- 2582495

E-MAIL : [mgrsurgical@spc.lk](mailto:mgrsurgical@spc.lk)

---

.....  
ACTING GENERAL MANAGER - STATE PHARMACEUTICALS CORPORATION

On behalf of

CHAIRMAN DEPARTMENTAL PROCUREMENT COMMITTEE

STATE PHARMACEUTICALS CORPORATION OF SRI LANKA

"MEHEWARA PIYASA", 16<sup>TH</sup> FLOOR,

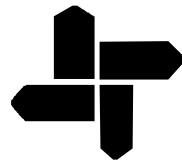
NO. 41, KIRULA ROAD,

COLOMBO 5.

SRI LANKA.



**DEMOCRATIC SOCIALIST REPUBLIC OF SRI LANKA**  
**MINISTRY OF TRANSPORT, HIGHWAYS, PORTS & CIVIL AVIATION**  
**MISCELLANEOUS FOREIGN AIDED PROJECTS**



### Invitation for Bids

**Date:** 27/08/2025  
**Loan Title:** Road Network Development Project (Loan No. 9/574-1)  
**Contract Nos. and Titles:** RDA/MFAP/ICB/SFD-II/11-A  
 Reconstruction of Bridge 4/1 on Orugodawatta – Ambatale Road

**Deadline for Submission of Bids:** [08/10/2025] (Before 2.00 pm)

- The Democratic Socialist Republic of Sri Lanka has signed a loan agreement with the SAUDI Fund for Development (SFD) towards the cost of the Road Network Development Project carried out by the Miscellaneous Foreign Aided Projects (MFAP) Division. Part of the loan balance will be used for payments under the contract named above.
- The Road Development Authority ("the Employer") now invites sealed bid from eligible bidders for the Reconstruction of Bridge 4/1 on Orugodawatta – Ambatale Road. The construction duration for the package is 15 months.

The International Competitive Bidding will be conducted in accordance with Single Stage One Envelope Bidding Procedure with post qualification.

- Eligible bidders must meet the following general & specific criteria:

- Pending Litigation shall not represent more than 50% of the bidder's net worth
- The bidders net worth within last 5 years shall be positive
- General experience in construction contracts within last five years
- Average annual construction turnover (AACT) within last 3 years, financial resources, and specific construction experience during last 5 yrs as given in the table below.

| Contract Package (CP) No | AACT<br>US\$ (Million) | Financial Resources<br>US\$ (Million) | Specific Construction<br>Experience (US\$ Million) |
|--------------------------|------------------------|---------------------------------------|----------------------------------------------------|
| RDA/MFAP/ICB/SFD-II/11-A | 2.164                  | 0.481                                 | 1.443                                              |

- Personnel: the bidder must demonstrate that he has the personnel for the following key positions for the project:  
 (i) 1 Project Manager (Professionally Qualified Civil Engineer with 10 years total & minimum 5 years experience in similar work); (ii) 1 Site Engineer BSc Engineer Degree or Equivalent (iii) 1 Material Technician NVQ6 (NDT) or Equivalent with 8 years total & minimum 4 years experience in similar works. ((iv)1 Quality Assurance Manager BSc Engineering Degree or Equivalent with 08 years total and minimum 04 years experience in similar work (v) 1 Quantity Surveyor BSc Engineer Degree or Equivalent (vi) 1 Surveyor Process Valid License issued from Department of Survey or BSc Survey Science.
- Equipment: The Bidder must demonstrate the availability of key equipment listed bellow through presentation of proof of ownership or proof of intention to lease or rent with a provision that the equipment will remain on site as per the contract for the project.

| No. | Equipment Type and Characteristics         | Min. Number<br>Required |
|-----|--------------------------------------------|-------------------------|
| 1   | Bored Pile Rig (Percussion Type)           | 01                      |
| 2   | Bored Pile ridge (BG 22 or above)          | 01                      |
| 3   | Pump Car (mobile, minimum reach 24m)       | 01                      |
| 4   | Concrete Truck Mixer (6.5 M <sup>3</sup> ) | 05                      |
| 5   | Mobile Crane                               | 01                      |

- The rehabilitation and upgrading activities (the works) include:

| Contract Package (CP) No | Concrete Paving (Cum)<br>(Minimum construction<br>experience in 12 months on<br>key activities) | Bored Piling (L.M.)<br>in 12 months |
|--------------------------|-------------------------------------------------------------------------------------------------|-------------------------------------|
| RDA/MFAP/ICB/SFD-2/11-A  | 560                                                                                             | 515                                 |

5. To obtain further information and inspect the bidding documents, eligible bidders should contact:

Project Director,  
Miscellaneous Foreign Aided Projects (MFAP)  
Road Development Authority (RDA),  
No. 465, Ganahena  
Battaramulla, Sri Lanka

Telephone: 94-011-2187062/3  
Facsimile number: Fax: 94-011-2187063  
Electronic mail address: mfapeng@yahoo.com

6. To purchase the bidding document in (English) eligible bidders should;

- (i) Write to address above requesting the bidding document for the Contract Package No. RDA/MFAP/ICB/SFD-2/11-A, Improvement of Bridges in SAUDI fund for International Development (SFD).
- (ii) Pay a non-refundable fee of Sri Lankan Rupees (SLR) 100,000.00 (without VAT) or US \$ 330.00 by cash or bank draft in favour of the "Secretary, Ministry of Ports & Highways PMU (MFAP) Saudi Funded Road Network Development Project" in respect of the bidding document for the project.

The bidding document will be issued during normal working days from 9.00 am to 3.00 pm at the address under 5 above, from 27/08/2025 till 07/10/2025.

7. Bidders should deliver:

- (i) Their bids to the address below on or before the dead line: 2:00 pm on 08/10/2025

Chairman,  
Project Procurement Committee,  
Miscellaneous Foreign Aided Projects Division (MFAP)  
Road Development Authority (RDA),  
No. 465, Ganahena,  
Battaramulla,  
Sri Lanka.

- (ii) Together with a Bid Security in the amount as specified in the bidding document. For the purpose of determining the equivalent amount of the required Bid Security in a freely convertible currency, the selling exchange rates published by the Central Bank of Sri Lanka prevailing on the date 28 days prior to the deadline for Bid submission shall be applied.

Bids will be opened immediately after the deadline in the presence of bidders' representatives who choose to attend.

The bidder shall bear all costs associated with the preparation and submission of its Bids, and the Employer shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

**The Chairman**  
**Project Procurement Committee (PPC)**  
**Miscellaneous Foreign Aided Projects Division (MFAP)**  
**Road Development Authority (RDA),**  
**No. 465, Ganahena,**  
**Battaramulla,**  
**Sri Lanka.**



GOVERNMENT OF THE DEMOCRATIC SOCIALIST REPUBLIC OF SRI LANKA  
MINISTRY OF TRANSPORT, HIGHWAYS, PORTS & CIVIL AVIATION



**Road Development Authority**

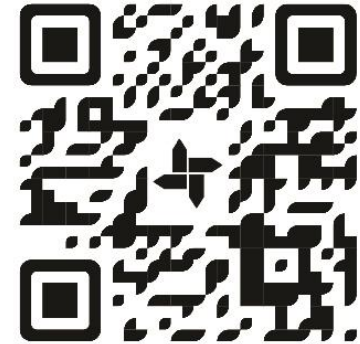
## Invitation for Bids

**Date:** : 27/08/2025  
**Loan Title:** : Road Network Development Project (Loan No. 9/574-1)  
**Contract No. and Title** : RDA/MFAP/ICB/SFD-II/11-A

Reconstruction of Bridge 4/1 on Orugodawatta – Ambatale Road

**Deadline for Submission of Bids** : [08/10/2025] (Before 2.00 pm)

For the Further details scan the QR or Contact - 011-2187063





**INVITING BIDS FOR PROFESSIONAL AUDIT AND ASSURANCE  
SERVICES FOR THE FIVE-YEAR BUSINESS PLAN FOR ESTABLISHING  
AN INFLIGHT CATERING OPERATION IN MELBOURNE, AUSTRALIA**

**REFERENCE: SLC/PRO/SER/2025/006**

**CLOSING DATE: (07/10/2025) TIME: 10.00 am (SL Time)/  
(GMT+5:30)**

**SRILANKAN CATERING LTD  
PROCUREMENT & SHIPPING DEPARTMENT  
AIRLINE CENTRE  
BANDARANAYAKE INTERNATIONAL AIRPORT  
KATUNAYAKE  
SRI LANKA**

## SECTION I. INSTRUCTIONS TO BIDDER (ITB)

| A: General               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|--------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1. Scope of Bid          | <p>1.1 SriLankan Catering Ltd invites you to submit a bid for professional audit and assurance services for the five-year business plan for establishing an inflight catering operation in Melbourne, Australia as specified in Section III - Schedule of Requirements.</p> <p>You are requested to confirm your intention to submit a bid by forwarding the duly filled Bid Acknowledgement Form attached (Annexure A) 01 week prior to the bid closing date.</p>                                                                                                                                                                                                                                                                              |
| B: Contents of Documents |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| 2. Contents of Documents | <p>2.1 The documents consist of the Sections indicated below.</p> <ul style="list-style-type: none"><li>• Section I. Instructions to Bidders</li><li>• Section II. Data Sheet</li><li>• Section III. Schedule of Requirements</li><li>• Sections IV. Bid Submission Form</li><li>• Section V. General Conditions</li><li>• Section VI. General Specifications &amp; Compliance</li><li>• Annexure A: Bid Acknowledgement Form</li><li>• Annexure B: Compliance sheet Format</li><li>• Annexure C: Price schedule Form</li><li>• Annexure D: Clientele Information Form</li><li>• Annexure E: Vendor Information Form</li><li>• Annexure F: Format for Bid Security Declaration</li><li>• Annexure G: Format for Performance Guarantee</li></ul> |

|                                                                                                  | C: Preparation of Bid                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|--------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 3. Documents<br>Comprising<br>your Bid                                                           | <p>3.1 The document shall comprise the following:<br/>(*Mandatory)</p> <ul style="list-style-type: none"> <li>• Proposal Overview for five-year business plan</li> <li>• Sections IV: Bid Submission Form</li> <li>• Annexure B: Compliance sheet Format</li> <li>• Annexure C: Price Schedule Form</li> <li>• Annexure D: Clientele Information Form</li> <li>• Annexure E: Vendor Information form</li> <li>• Annexure F: Bid Security Declaration</li> </ul>                                                          |
| 4. Bid submission<br>Form and<br>Technical/<br>General<br>Specifications<br>& Compliance<br>form | <p>4.1 The Bidder shall submit the Bid Submission Form using the form furnished in Section IV. This form must be completed without any alterations to its format and no substitutes shall be accepted.</p> <p>All blank spaces shall be filled with the information requested.</p>                                                                                                                                                                                                                                       |
| 5. Prices                                                                                        | <p>5.1 Unless stated in Data Sheet, all items must be priced separately in the Price Schedule Form. (Annexure C)</p> <p>5.2 The price to be quoted in the Bid Submission Form shall be the total price.</p> <p>5.4 Prices quoted by the Bidder shall be fixed for three months after submitting the bids and not subject to variation. A Bid submitted with an adjustable price shall be treated as non-responsive and shall be rejected.</p>                                                                            |
| 6. Currency                                                                                      | <p>6.1 The bidders shall quote in USD (United State \$) or AUD (Australian \$).</p> <p>If the proposal is submitted in USD or AUD, SriLankan Catering Ltd shall convert all bid prices expressed in foreign currencies into Sri Lankan Rupees using the selling rates as published by the Central Bank of Sri Lanka (CBSL) prevailed at the date of closing of bids for comparison &amp; evaluation purposes. If this date falls on a public holiday the earliest working day prior to the date shall be applicable.</p> |

|                                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
|---------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 7. Documents to Establish for Conformity of the service | <p>7.1 The Bidder shall submit the following documents along with the bid for evaluation:</p> <ul style="list-style-type: none"><li>• Business Registration form (Mandatory)</li><li>• Details of the Board of Directors (Mandatory)</li><li>• Vendor Information form (Mandatory)</li><li>• Financial Statement for 03 years - certified by a qualified Chartered Accountant or Audit firm. (Mandatory)</li><li>• Methodologies and Processes: Detailed descriptions of the methodologies, processes, or approaches that will be used to deliver the requested services in this RFP. (Mandatory)</li><li>• Bid Security Declaration (Mandatory)</li></ul> |
| 8. Period of Validity of the bid                        | <p>8.1 Bids shall remain valid for a period of ninety (90) days after the bid submission deadline date. If the full validity period is not properly indicated, SriLankan Catering Ltd reserves the right to obtain re-confirmation from the bidder that the Bid is valid until the date specified above.</p> <p>8.2 In exceptional circumstances, prior to the expiration of the bid validity date, Sri Lankan Catering Ltd may request bidders to extend the period of validity of their bids. The request and the responses shall be made in writing.</p>                                                                                                |
| 9. Bid Security Guarantee                               | <p>9.1 The Bidder shall furnish as part of its bid, a Bid Securing Declaration, using Form included in Annexure F.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| 10. Format and Signing of Bid                           | <p>10.1 The procurement will be conducted using the ICB Single-Stage, One-Envelope procedure.</p> <p>10.2 The bid shall be typed or written in ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. Please ensure all documents are duly signed and stamped in the given area when forwarding</p>                                                                                                                                                                                                                                                                                                                          |

| D: Submission and Opening of Bid           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|--------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 11. Submission of Bid                      | <p>11.1 Bidders shall submit their bids by registered post, courier or by hand in a sealed envelope or secure email as specified in the Section II -data sheet.</p> <p>11.2 The sealed envelopes shall bear the specific identification of this bidding exercise as indicated follows:</p> <p style="text-align: center;"><b>“INVITING BIDS FOR PROFESSIONAL AUDIT AND ASSURANCE SERVICES FOR THE FIVE-YEAR BUSINESS PLAN FOR ESTABLISHING AN INFLIGHT CATERING OPERATION IN MELBOURNE, AUSTRALIA”</b><br/> <b>REFERENCE: SLC/PRO/SER/2025/006</b></p> <p>If any bidder wishes to hand-deliver the bids, please contact SriLankan Catering Ltd staff well in advance, for the arrangement of security clearance. Refer to Section II- Data sheet, clause 16.1 for contact details.</p>                                                                                                                                                                                                                                                                                                                                |
| 12. Deadline for Submission of Bid         | 12.1 Bid must be received by SriLankan Catering Ltd to the address set out in Section II - Data Sheet, and not later than the date and time as specified in the Data Sheet.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| 13. Late Bid                               | 13.1 SriLankan Catering Ltd shall reject any bid that arrives after the deadline for submission of bids in accordance with ITB Clause 11.1 above.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| 14. Opening of Bids                        | 14.1 SriLankan Catering Ltd shall conduct the Bid opening in front of the Bid Opening committee of SriLankan Catering Limited.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| E: Evaluation and Comparison of Bid        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| 15. Non-conformities, Errors, and Omission | <p>15.1 Provided that a Bid is substantially responsive, SriLankan Catering Ltd may waive any non-conformities or omission in the Bid that do not constitute a material deviation.</p> <p>15.2 Provided that a bid is substantially responsive, SriLankan Catering Ltd may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities of omissions in the bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.</p> <p>15.3 Provided that the Bid is substantially responsive, SriLankan Catering Ltd shall correct arithmetical errors on the following basis:<br/> (a) If there is a discrepancy between words and figures, the amount in words shall prevail.</p> <p>15.4 If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be disqualified and its Bid-Securing Declaration shall be executed.</p> |

| 16. Clarifications                                               | 16.1 SriLankan Catering Ltd request for clarification and the response shall be in writing at SriLankan Catering Ltd email address specified in the Data Sheet. (Section II). Any clarification submitted by a Bidder in respect to its bid which is not in response to a request by SriLankan Catering Ltd shall not be considered.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |          |           |                                      |     |                          |     |                                         |     |                                |     |                              |    |
|------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|-----------|--------------------------------------|-----|--------------------------|-----|-----------------------------------------|-----|--------------------------------|-----|------------------------------|----|
| 17. Responsiveness of Bids                                       | <p>17.1 SriLankan Catering Ltd will determine the responsiveness of the bid to the documents based on the contents of the bid received.</p> <p>17.2 If a bid is evaluated as not substantially responsive to the documents issued, it shall be rejected by SriLankan Catering Ltd.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |          |           |                                      |     |                          |     |                                         |     |                                |     |                              |    |
| 18. Evaluation of bid                                            | <p>18.1 The bid will be subjected to an evaluation based on the following criteria:</p> <p><b>Eligibility Criteria:</b></p> <p>Bidders must meet all seven eligibility criteria listed below to be considered for further evaluation. Any bid that fails to comply with any of these criteria shall be rejected by SriLankan Catering Ltd</p> <ul style="list-style-type: none"> <li>a) Australian Securities &amp; Investments Commission (ASIC) registration (Registered Company Auditors (RCAs))</li> <li>b) Professional Indemnity Insurance coverage.</li> <li>c) Should be a registered business in Australia.</li> <li>d) Compliance with Australian Auditing Standards (AUASB) and ethical guidelines.</li> <li>e) Relevant experience auditing business plans or feasibility studies within aviation, in-flight catering, hospitality, food service, or related industries.</li> <li>f) Strong local presence or prior experience in Melbourne or Australian markets.</li> <li>g) Expertise and credentials of proposed team members.</li> </ul> <p>18. 2 Further evaluation will proceed with following criteria.</p> <table border="1"> <thead> <tr> <th>Criteria</th><th>Weighting</th></tr> </thead> <tbody> <tr> <td>Relevant Experience &amp; Qualifications</td><td>20%</td></tr> <tr> <td>Methodology and Approach</td><td>30%</td></tr> <tr> <td>Audit Team Expertise &amp; Local Experience</td><td>20%</td></tr> <tr> <td>Pricing &amp; Cost Competitiveness</td><td>25%</td></tr> <tr> <td>Client References &amp; Feedback</td><td>5%</td></tr> </tbody> </table> | Criteria | Weighting | Relevant Experience & Qualifications | 20% | Methodology and Approach | 30% | Audit Team Expertise & Local Experience | 20% | Pricing & Cost Competitiveness | 25% | Client References & Feedback | 5% |
| Criteria                                                         | Weighting                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |          |           |                                      |     |                          |     |                                         |     |                                |     |                              |    |
| Relevant Experience & Qualifications                             | 20%                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |          |           |                                      |     |                          |     |                                         |     |                                |     |                              |    |
| Methodology and Approach                                         | 30%                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |          |           |                                      |     |                          |     |                                         |     |                                |     |                              |    |
| Audit Team Expertise & Local Experience                          | 20%                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |          |           |                                      |     |                          |     |                                         |     |                                |     |                              |    |
| Pricing & Cost Competitiveness                                   | 25%                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |          |           |                                      |     |                          |     |                                         |     |                                |     |                              |    |
| Client References & Feedback                                     | 5%                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |          |           |                                      |     |                          |     |                                         |     |                                |     |                              |    |
| 19. SLC' Right to Accept any Bid, and to Reject any or all Bids. | 19.1 SriLankan Catering Ltd reserves the right to accept or reject any bid, and to annul the process and reject all bids at any time before or after acceptance without thereby incurring any liability to bidders.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |          |           |                                      |     |                          |     |                                         |     |                                |     |                              |    |

| F: Award of Contract           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|--------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 20. Acceptance of the Bid      | 20.1 SriLankan Catering Ltd will accept the bid of the Bidder whose offer is not necessarily the lowest evaluated bid and is substantially responsive to the documents issued.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| 21. Notification of acceptance | <p>21.1 SriLankan Catering Ltd will notify the only successful Bidder/s, in writing, that their bid has been accepted.</p> <p>21.2 After notification, SriLankan Catering Ltd shall complete the contract, and inform the successful Bidder to sign it.</p> <p>21.3 Within seven days of the receipt of notification of award from the Sri Lankan Catering Ltd, the successful Bidder shall furnish the performance security of 5% of the estimated total value of the contract. This amount could be paid by an irrevocable and unconditional bank guarantee drawable on demand from a reputed registered Commercial Bank of Sri Lanka or a bank based in another country, backed by a commercial bank operating in Sri Lanka and approved by the Central Bank of Sri Lanka which is registered with central bank of Sri Lanka with the validity period of four Months from the date of commencement of the contract. Format for the Performance Security Form included in Annexure G.</p> <p>21.4 Failure of the successful Bidder to submit the above-mentioned performance security or sign the contract shall constitute sufficient grounds for the annulment of the award and execute the Bid Security declaration. In the event Sri Lankan Catering Ltd may award the contract to the next lowest evaluated bidder, whose offer is substantially responsive and is determined by Sri Lankan Catering to be qualified to perform the contract satisfactorily.</p> <p>21.5 Within fourteen (14) days of receipt of such information, the successful Bidder shall sign the contract.</p> |

|                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|-----------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 22. Standstill Period | <p>22.1 The Standstill Period shall be ten (10) working days from the date which SLC notifies all the bidders on the intention to award the contract.</p> <p>22.2 An unsuccessful bidder who is aggrieved by the recommendation of a Department Procurement Committee (DPC) may appeal in writing, against the recommendation of the said DPC to the Procurement Appeal Committee within the Standstill Period.</p> <p>22.3 Before the expiry of the third (3rd) working day of the Standstill Period, any unsuccessful bidder may request a debriefing from the Procurement Entity. The Procurement Entity shall conclude the debriefing before the expiry of the fifth (5th) working day of the Standstill Period. If any unsuccessful bidder wishes to submit an appeal, such an appeal shall be made before the expiry of the Standstill Period.</p> <p>22.4 Every appeal shall be addressed to the Chairman of the Procurement Appeal Committee.</p> <p>22.5 Each appeal shall be made in writing and shall be accompanied by a non-refundable cash deposit of Sri Lanka Rupees Ten Thousand (LKR. 10,000/=) as indicated in the Procurement Documents. Such deposits shall be made at the relevant entity and a receipt shall be obtained.</p> <p>22.6 The Procurement Appeal Committee shall only consider an appeal if proof of such a deposit is available.</p> <p>22.7 All appeals shall be handed over to the relevant entity and an acknowledgment shall be obtained.</p> <p>22.8 It shall be the responsibility of the appellant to ensure that the appeal submitted shall contain all relevant documents relied on by the appellant to support the grievance.</p> <p>The address for the submission of bid appeals is as follows:<br/>Attention: Chairman<br/>Address: Procurement Appeal Committee<br/>Sri Lankan Catering Ltd<br/>Airline Center<br/>Bandaranaike International Airport<br/>Katunayake, Sri Lanka</p> <p>Email: <a href="mailto:proc-appeal@srilankancatering.com">proc-appeal@srilankancatering.com</a></p> |
|-----------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

## SECTION II: DATA SHEET

| ITB Clause Reference |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|----------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 11.1                 | <p>The address for submission of Bids is :<br/>Attention : Chief Executive Officer<br/>Address : SriLankan Catering Ltd,<br/><br/>Airline Center<br/><br/>Bandaranaike international Airport,<br/><br/>Katunayake. Sri Lanka.</p> <p>Name and NIC number should be provided one day in advance to the contact person in Clause 15.2, to arrange entry passes if the bidder wishes to hand deliver bids.</p>                                                                                                                                                                                                                                                    |
| 11.1                 | Email address to submit bids: <a href="mailto:tender@srilankancatering.com">tender@srilankancatering.com</a>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| 12.1                 | The deadline for submission of bids is on or before 07 <sup>th</sup> October 2025 at 10.00 am Sri Lankan Time                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| 14.1                 | Opening of bids will be done by SriLankan Catering Ltd bid opening committee.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| 16.1                 | <p>For Clarification/ handing over bids:</p> <p>Contact Person: Bhashith Rathnayake - Executive Planning &amp; Costing<br/>Telephone: 077-8636005<br/>E-mail address: <a href="mailto:bhashith.rathnayake@srilankancatering.com">bhashith.rathnayake@srilankancatering.com</a></p> <p>Contact Person: Mr. Pubudu Megodawickrama - Manager Planning &amp; Costing<br/>Telephone: 071-0210351<br/>E-mail address: <a href="mailto:pubudu.megodawickrama@srilankancatering.com">pubudu.megodawickrama@srilankancatering.com</a></p> <p>Details should be provided one day in advance to arrange security clearance if the bidder wishes to hand deliver bids.</p> |

### SECTION III - SCHEDULE OF REQUIREMENT

| Line Item # | Description of Goods/service                                                                                                                                        | Final Destination      | Delivery Date                  |
|-------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------|--------------------------------|
| 01          | Inviting bids for professional audit and assurance services for the five-year business plan for establishing an inflight catering operation in Melbourne, Australia | SriLankan Catering Ltd | Based on the project timelines |

## SECTION IV - BID SUBMISSION FORM

[Bidders shall submit Section IV using the format provided below. The format must be followed strictly, with no alterations permitted and no substitutions accepted.]

Date:

To: SriLankan Catering Ltd  
We, the undersigned, declare that:

### Section A:

#### 1. Bidder Information

| Field                    | Details |
|--------------------------|---------|
| Company Name             |         |
| Address                  |         |
| Contact Person           |         |
| Designation              |         |
| Phone Number             |         |
| Email Address            |         |
| Website (if any)         |         |
| Registration Number      |         |
| Country of Incorporation |         |
| Country of Registration  |         |

#### 2. Proposal Overview

Please provide a summary of your five-year business plan.

#### 4. Compliance Confirmation

| Requirement                                     | Yes/No | Comments (if any) |
|-------------------------------------------------|--------|-------------------|
| Compliance with scope of work                   |        |                   |
| Acceptance of terms and conditions              |        |                   |
| A summary of five-year business plan included   |        |                   |
| Submission of all required documents (Ref 18.1) |        |                   |

#### 5. Bidder's Previous Key Project Information for three (03) key projects

#### 6. Declaration by the Bidder

| Requirement                                                                                                | Yes/No | Comments (if any) |
|------------------------------------------------------------------------------------------------------------|--------|-------------------|
| We have examined and understood the RFP document in its entirety.                                          |        |                   |
| We understand that our bid, together with your written acceptance thereof included in your notification of |        |                   |

|                                                                                                               |  |  |
|---------------------------------------------------------------------------------------------------------------|--|--|
| award, shall constitute a binding contract between us.                                                        |  |  |
| We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive |  |  |
| All information provided in this submission is accurate and complete.                                         |  |  |
| We agree to abide by the terms and conditions outlined in the RFP.                                            |  |  |
| This proposal shall remain valid for a period of 90 days from the submission date. (ITB clause 8.1)           |  |  |

Authorized Signatory:

Name:

Designation:

Signature:

Date:

Company Stamp:

## SECTION V GENERAL CONDITIONS

01. The bidder should be a registered business in Australia
02. If the bid is accepted, it is mandatory that the Bidder signs a Contract with SriLankan Catering Limited prior to the commencement of the Services.
03. All on-site & off-site expenses including incidental expenses related to the delivery of services sought in this document, including and not limited to, Airfare, should be borne by the bidder.
04. Supplier is not allowed to change the price after signing the contract.
05. The contractor shall furnish at its own cost and expense an irrevocable unconditional performance guarantee equivalent to 5% of the contract sum valid for four months from the date of commencement. This amount should be an irrevocable and unconditional bank guarantee drawable on demand from a reputed registered Commercial Bank of Sri Lanka or a bank based in another country, backed by a commercial bank operating in Sri Lanka and approved by the Central Bank of Sri Lanka which is registered with central bank of Sri Lanka (refer Annexure G).
06. SLC may terminate the contract if it is found that the service provider is blacklisted on previous occasions by any of the institutions/public sector undertakings etc.
07. SriLankan Catering Ltd, (SLC) may also terminate the contract in the event of non- satisfactory service.
08. Contractor shall be responsible for providing and verification of all documents related to proofs provided to confirm the information provided in the RFQ response.
09. The service provider shall be responsible for accommodation/transport during the evaluation process and implementation.
10. Payment Terms: 45 days Credit for overseas suppliers and 30 days Credit for local suppliers from the date of submitting the Invoice to SLC.
11. Management of SriLankan Catering has the right to negotiate with qualified bidders based on the company budget availability.

## SECTION VI - GENERAL SPECIFICATIONS & COMPLIANCE

### 6.1 Objectives for Establishing an Inflight Catering Business in Melbourne

SriLankan Catering Ltd plans to establish a new inflight catering operation strategically located in Melbourne, Australia. The key objectives include:

- Expanding SriLankan Catering's global footprint into Australia's aviation catering sector.
- Delivering superior catering services to airlines operating through Melbourne, enhancing passenger experience.
- Leveraging existing industry expertise, innovation capabilities, and brand reputation to establish strong market positioning.
- Implementing sustainable and operationally efficient business practices to ensure long-term growth and profitability.

### 6.2 Strategic Importance of the Business Plan

This five-year business plan will serve as the blueprint guiding the market entry, operational development, financial structuring, and long-term growth strategies for SriLankan Catering Ltd in Australia. An independent audit and assurance of this plan will support informed decision-making, enhance credibility with stakeholders and investors, and facilitate strategic partnerships essential for successful market entry. This will also assist in obtaining the necessary approvals for the project.

### 6.3 Scope of Work

The audit firm is required to perform comprehensive audit and assurance services encompassing:

#### A. Financial Projections Assurance

- Validation and assurance on the reasonableness of revenue forecasts, operating costs, investment requirements, cash-flow projections, and profitability assumptions over five years.
- Assurance on accuracy, integrity, and consistency of projected financial statements:
  - Income statement
  - Balance sheet
  - Cash flow statement
  - Sensitivity and scenario analyses
  - Assumptions
- Recommendation on the viability of the five-year business plan.

#### B. Market Analysis Review

- Independent assessment of market size, growth potential, customer segmentation, and demand forecasts specific to frozen meals, in-flight catering services, dehydrated and ancillary services as mentioned in the business plan, in Melbourne.
- Evaluation of competitive landscape, market positioning strategy, and differentiation opportunities.
- Review of strategic assumptions regarding airline partnerships, customer acquisition, and retention strategy.

#### C. Operational Feasibility Review

- Assessment of operational assumptions including facility location near Melbourne Airport, capacity planning, logistics, and scalability.

- Evaluation of the robustness of proposed supply-chain arrangements, suppliers, procurement strategies, and operational contingencies.
- Review adequacy of proposed staffing structures, training needs, and human resource planning.

#### D. Risk and Sensitivity Assessment

- Identification, categorization, and evaluation of key business risks including market, financial, operational, regulatory, environmental, and reputational risks.
- Review the effectiveness of the proposed mitigation and contingency plans.

#### E. Regulatory and Compliance Review

- Review compliance framework to ensure adherence to relevant Australian (Federal and Victorian) aviation, food safety, hygiene, environmental, and occupational health and safety regulations.

Note: This is not a due diligence exercise, but rather an assessment of the financial viability of the proposed project. Nonetheless, a comprehensive evaluation should be undertaken, addressing regulatory, marketing, legal, and operational requirements.

### 6.4 Qualification and Experience Required

The proposed audit firm should clearly demonstrate:

- Australian Securities & Investments Commission (ASIC) registration (Registered Company Auditors (RCAs))
- Professional Indemnity Insurance coverage.
- Should be a registered business in Australia.
- Compliance with Australian Auditing Standards (AUASB) and ethical guidelines.
- Relevant experience auditing business plans or feasibility studies within aviation, in-flight catering, hospitality, food service, or related industries.
- Strong local presence or prior experience in Melbourne or Australian markets.
- Expertise and credentials of proposed team members.

### 6.5 Approach and Methodology

Audit firms must provide details of their approach and methodology including:

- Procedures for validating and assuring financial assumptions and projections.
- Methodologies for market analysis and operational feasibility assessments.
- Risk identification, assessment, and validation of mitigation strategies.
- Interaction and reporting approach to SriLankan Catering's management.

### 6.6 Independence, Confidentiality, and Compliance

Audit firms must explicitly confirm:

- Independence and impartiality from SriLankan Catering Ltd.
- Commitment to confidentiality of all provided business and operational information.
- Adherence to ethical and professional auditing standards.

### 6.7 References

Firms should provide a minimum of two recent references from comparable projects, detailing:

- Client names and relevant contact details.
- Description and outcomes of completed engagements.

#### 6.8 Pricing and Quotation Structure

Proposals must clearly detail:

- Comprehensive breakdown of professional fees for each audit service component.
- Hourly/daily rates and estimated effort.
- Fixed and variable cost elements.
- Expenses and disbursements, if applicable.
- Payment schedule and conditions.

#### 6.9 Evaluation Criteria

Following the initial screening based on the Eligibility Criteria, proposals will be evaluated against the following weighted evaluation criteria.

| Criteria                                | Weighting |
|-----------------------------------------|-----------|
| Relevant Experience & Qualifications    | 20%       |
| Methodology and Approach                | 30%       |
| Audit Team Expertise & Local Experience | 20%       |
| Pricing & Cost Competitiveness          | 25%       |
| Client References & Feedback            | 5%        |

#### 6.10 Submission Guidelines

- Proposals must be submitted electronically (PDF format)
- Clearly label all attachments and appendices for clarity.
- Ensure responses address each section outlined above.

#### 6.11 Terms and Conditions

SriLankan Catering Ltd reserves the right to accept or reject any proposal at its discretion and holds no obligation to explain such decisions. Proposals received after the deadline or incomplete submissions will not be considered. Intellectual property rights associated with provided business documentation remain strictly confidential and the property of SriLankan Catering Ltd.

#### 6.12 Detailed Business plan in excel

This will be submitted by SriLankan Catering Ltd upon submission of the duly signed NDA with the firm's common seal.

**ANNEXURE A: Bid Acknowledgement Form**

All bidders shall confirm your intention to submit a bid by forwarding the duly filled Bid Acknowledgement Form, 01 week prior to bid closing date.

Invitation for submission of bids for the implementation of Enterprise Resource Planning solution for SriLankan Catering Limited is hereby acknowledged

☐

You may expect to receive our proposal on or before

.....  
.....

☐

We do not intend to submit a proposal because

.....  
.....  
.....

Signed : .....

Title : .....

Company : .....

Date : .....

Seal : .....

**ANNEXURE B : COMPLIANCE SHEET  
FORMAT**

All sections must be fully completed with accurate and truthful details as required. The information provided should align precisely with the specified requirements. The format must adhere strictly to the defined structure as below.

|                                                                                                                                                                       | Compliance (YES /<br>NO / Not<br>Applicable) | Remarks |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------|---------|
| Australian Securities & Investments Commission (ASIC)<br>Registration (Registered Company Auditors - RCA)                                                             |                                              |         |
| Valid Professional Indemnity Insurance Coverage                                                                                                                       |                                              |         |
| Must be a Registered Business Entity in Australia                                                                                                                     |                                              |         |
| Adherence to Australian Auditing Standards (AUASB)<br>and Ethical Guidelines                                                                                          |                                              |         |
| Demonstrated Experience in Auditing Business Plans or<br>Feasibility Studies within Aviation, In-flight Catering,<br>Hospitality, Food Service, or Related Industries |                                              |         |
| Established Local Presence or Prior Experience in<br>Melbourne/Australian Markets                                                                                     |                                              |         |
| Expertise and Qualifications of Proposed Team Members                                                                                                                 |                                              |         |
| Minimum of Two Recent References from Similar<br>Projects                                                                                                             |                                              |         |

ANNEXURE C: PRICE SCHEDULE FORM

| PROFESSIONAL AUDIT AND ASSURANCE SERVICES FOR THE FIVE-YEAR<br>BUSINESS PLAN FOR ESTABLISHING AN INFLIGHT CATERING OPERATION IN<br>MELBOURNE, AUSTRALIA |                             |                        |
|---------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------|------------------------|
| Quoted Price (USD/ AUD)                                                                                                                                 | Tax Breakdown (USD/<br>AUD) | Total Price (USD/ AUD) |
|                                                                                                                                                         |                             |                        |

Name of the Bidder : .....

Address : .....

Contact details : .....

Payment Term : .....

Signature : .....

Company Rubber Stamp :.....

ANNEXURE D: Clientele Information Form

| Company Name |  | Company Representative's<br>Contact<br>Details (Please state name,<br>official email address and<br>telephone number) | Client Since | Type of Service<br>Provided |
|--------------|--|-----------------------------------------------------------------------------------------------------------------------|--------------|-----------------------------|
| 1            |  |                                                                                                                       |              |                             |
|              |  |                                                                                                                       |              |                             |
| 2            |  |                                                                                                                       |              |                             |
|              |  |                                                                                                                       |              |                             |
| 3            |  |                                                                                                                       |              |                             |
|              |  |                                                                                                                       |              |                             |
| 4            |  |                                                                                                                       |              |                             |
|              |  |                                                                                                                       |              |                             |
| 5            |  |                                                                                                                       |              |                             |
|              |  |                                                                                                                       |              |                             |

ANNEXURE E: Vendor Information form



## VENDOR INFORMATION FORM

SRILANKAN CATERING LIMITED

### SECTION A – BASIC INFORMATION OF THE VENDOR

|    |                                                     |           |  |     |  |
|----|-----------------------------------------------------|-----------|--|-----|--|
| 1  | Registered Name                                     |           |  |     |  |
| 2  | Registered Address                                  |           |  |     |  |
| 3  | Check Delivery Address                              |           |  |     |  |
| 4  | Date of Incorporation                               |           |  |     |  |
| 5  | Business Registration Number                        |           |  |     |  |
| 6  | Country of Incorporation                            |           |  |     |  |
| 7  | Nature of the Business                              |           |  |     |  |
| 8  | Business Type                                       |           |  |     |  |
| 9  | Currency                                            |           |  |     |  |
| 10 | Telephone & Fax Number                              | Telephone |  | Fax |  |
| 11 | Email Address                                       |           |  |     |  |
| 12 | Other Contact Details (if Any)                      |           |  |     |  |
| 13 | Registered Name and Address of Local Agent (If Any) | Name      |  |     |  |

|  |  |         |  |
|--|--|---------|--|
|  |  | Address |  |
|--|--|---------|--|

**SECTION B – BANK DETAIL OF THE VENDOR**

|    |                             |                                                          |  |     |  |
|----|-----------------------------|----------------------------------------------------------|--|-----|--|
| 14 | Name of the Bank            |                                                          |  |     |  |
| 15 | Address of the Bank         |                                                          |  |     |  |
| 16 | Account Number              |                                                          |  |     |  |
| 17 | SWIFT/SORT Code             |                                                          |  |     |  |
| 18 | Payment Terms               |                                                          |  |     |  |
| 19 | Registered for SVAT/<br>VAT | <input type="checkbox"/> Yes <input type="checkbox"/> No |  |     |  |
|    |                             | If YES, SVAT/VAT Registration Number                     |  |     |  |
|    |                             | SVAT                                                     |  | VAT |  |

**SECTION C – DETAILS OF THE DIRECTORS, SHAREHOLDERS & RELATED PARTIES**

|    |                             |  |  |  |  |
|----|-----------------------------|--|--|--|--|
| 20 | Name(s) of the Directors    |  |  |  |  |
| 21 | Name(s) of the Shareholders |  |  |  |  |

|    |                                                                                                        |  |
|----|--------------------------------------------------------------------------------------------------------|--|
| 22 | Name(s) of the Directors of the parent/subsidiary who are also Directors of SriLankan Catering Limited |  |
| 23 | Name(s) of the Directors of who also Employees of SriLankan Catering Limited                           |  |
| 24 | Names of Close Family Members who are either Directors/employees of SriLankan Catering Ltd.            |  |

#### SECTION D – CONFLICT OF INTEREST

|                                                                                                                                                                     |                                                                                                                                                                                 |           |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|
| 25                                                                                                                                                                  | I hereby certify that to my knowledge, there is no conflict of interest involving the vendor name below:                                                                        |           |
|                                                                                                                                                                     | <b>Yes</b>                                                                                                                                                                      | <b>No</b> |
| I.                                                                                                                                                                  | Are there any employees or SLC employee's immediate family member has an ownership interest in vendor's company or is deriving personal financial gain from this contract.      |           |
| II.                                                                                                                                                                 | Is there any SLC employee who has been retired or separated from the SLC for less than one (1) year has an ownership interest in vendor's company.                              |           |
| III.                                                                                                                                                                | Is there any SLC employee contemporaneously employed or prospectively to be employed with the vendor.                                                                           |           |
| IV.                                                                                                                                                                 | Vendor hereby declared it has not and will not provide gifts or hospitality of any monetary value or any other gratuities to any SLC employee to obtain or maintain a contract. |           |
| V. Please note any exceptions below:<br>Name of SLC employees, elected officials, or Immediate family members with whom there may be potential conflict of interest |                                                                                                                                                                                 |           |
| a.                                                                                                                                                                  | Name                                                                                                                                                                            |           |
| b.                                                                                                                                                                  | Relationship to the employee                                                                                                                                                    |           |

|                                 |  |
|---------------------------------|--|
| c. Interest in vendor's company |  |
| d. Other                        |  |

#### SECTION E – SUPPORTING DOCUMENTS

|    |                                                                                                                                                                                                                                                                                                                   |
|----|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 26 | Please attach copies of:<br><br>I. Business Registration<br>II. Form 20/ Name of the Directors or Partners<br>III. VAT/SVAT Registration Details<br>IV. Attach a copy of Bank Statement/Bank Book/Bank details printed on a Company Letterhead<br>V. Three years audit statement signed by an approved Accountant |
|----|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

As authorized representative of .....  
[Name of the Vendor], I hereby confirm on behalf of ..... [Name of the Vendor] that the information provided above are true and accurate and acknowledge that the bid of .....  
[Name of the Vendor] submitted herewith shall be rejected in the event all or any of the information submitted above is found to be incorrect.

Details of the Vendor's Authorized Signatory

Name:

Designation:

Date:

Signature & Company Rubber Stamp:

OFFICIAL USE ONLY

#### SECTION F – VENDOR REGISTRATION DETAILS

|    |                             |                                 |                                     |
|----|-----------------------------|---------------------------------|-------------------------------------|
| 27 | System                      | <input type="checkbox"/> ORACLE | <input type="checkbox"/> INFLAIRNET |
| 28 | Supplier Selection Criteria |                                 |                                     |

|                                    |                                                                     |                   |
|------------------------------------|---------------------------------------------------------------------|-------------------|
| 29                                 | Supplier Code                                                       |                   |
| 30                                 | Estimated Value of the Contact (Based on the Estimated Consumption) |                   |
| <b>Approval</b>                    |                                                                     | <b>Approval</b>   |
| Manager – Procurement and Shipping |                                                                     | Manager - Finance |

ANNEXURE F: Bid Securing Declaration

*[The Bidder shall fill in this form in accordance with the instructions indicated in brackets] Date: ..... [Insert date by bidder]*

\* INVITING BIDS FOR PROFESSIONAL AUDIT AND ASSURANCE SERVICES FOR THE FIVE-YEAR BUSINESS PLAN FOR ESTABLISHING AN INFLIGHT CATERING OPERATION IN MELBOURNE, AUSTRALIA

REFERENCE: SLC/PRO/SER/2025/006

We, the undersigned, declare that;

1. We understand that, according to instructions to bidders (hereinafter “the ITB”), bids must be supported by a bid-securing declaration;
2. We accept that we shall be suspended from being eligible for contract award in any contract where bids have being invited by SriLankan Catering, for the period of time of 03 years starting on *the latest date set for closing of bids of this bid*, if we;
  - (a) withdraw our Bid during the period of bid validity period specified; or
  - (b) do not accept the correction of errors in accordance with the Instructions to Bidders of the Bidding Document; or
  - (c) having been notified of the acceptance of our Bid by you, during the period of bid validity, (i) fail or refuse to execute the Contract Form, if required, or (ii) fail or refuse to furnish the performance security, in accordance with the ITB.
3. We understand this bid securing declaration shall expire if we are not the successful bidder, upon the earlier of (i) our receipt of a copy of your notification to the Bidder that the bidder was unsuccessful; or (ii) twenty-eight days after the expiration of our bid.
4. We understand that if we are a JV, the Bid Securing Declaration must be in the name of JV that submits the bid. If the JV has not been legally constituted at the time of bidding, the Bid Securing Declaration shall be in the names of all future partners as named in the letter of intent.

Signed *[insert signature(s) of authorized representative]* In the Capacity of *[insert title]*

Name *[insert printed or typed name]*

Duly authorized to sign the bid for and on behalf of *[insert authorizing entity]*

Dated on *[insert day]* day of *[insert month]*, *[insert year]*

ANNEXURE G

FORMAT FOR PERFORMANCE GUARANTEE/SECURITY

\_\_\_\_\_ [Issuing Agency's Name, and Address of Issuing Branch or Office]

Beneficiary: \_\_\_\_\_ [Name and Address of Employer]

Date: \_\_\_\_\_

PERFORMANCE GUARANTEE/SECURITY No.: \_\_\_\_\_

We have been informed that \_\_\_\_\_ [name of Contractor/supplier] (hereinafter called "the Contractor") has entered into Contract No. [reference

number of the contract] dated \_\_\_\_\_ with you, for the

\_\_\_\_\_ [insert "construction / "supply"] of [name of contract and brief description of Works or supply] (hereinafter called "the Contract").

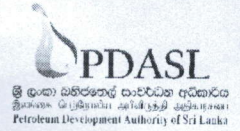
Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Contractor, we \_\_\_\_\_ [name of Agency] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of

\_\_\_\_\_ [amount of figures] (\_\_\_\_\_) [amount in words], such sum bring payable in the types and proportions of currencies in which the Contract price is payable, upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation(s) under the Contract, without your needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than the \_\_\_\_\_ day of \_\_\_\_\_, 20 [insert 28 days beyond the schedule contract completion date]. and any demand for payment under it must be received by us at this office on or before that date.

\_\_\_\_\_  
signature(s)]



**Obtaining the Services of a Marketing Consultant to Promote the 2025 Mannar Basin Licensing Round - Sri Lanka (SL2025-1)**

**Letter of Invitation**

1. The Department Consultants Procurement Committee on behalf of the Director General, Petroleum Development Authority of Sri Lanka invites proposals to provide the above consulting services. More details on the services are provided in the Terms of Reference attached to the Request for Proposal (RFP) Document. Interested parties with a proven track record in marketing licensing rounds, may download the RFP by accessing the below link, provided on the website of the Petroleum Development Authority of Sri Lanka ([www.pdasl.gov.lk](http://www.pdasl.gov.lk)).

**RFP-Marketing Consultant**

2. Further information on the bid submission procedure may be obtained by contacting the undersigned before 31<sup>st</sup> July 2025.

**Eng. Ms. Preeni Withanage**

**Director, National Development, Petroleum Development Authority of Sri Lanka (PDASL)**

**Telephone:** +941123332008

**E mail:** [procure@pdasl.gov.lk](mailto:procure@pdasl.gov.lk)

3. Sealed proposals as stipulated in the RFP should be delivered by post or by hand to the address mentioned below. **Furthermore, password protected electronic versions of the original Financial and Technical proposals can be sent to [procure@pdasl.gov.lk](mailto:procure@pdasl.gov.lk).**
4. **Please be informed that the deadline for submitting proposals has been extended until 2.00 p.m. on 09<sup>th</sup> September 2025.** Proposals submitted thereafter, will be rejected upon submission.
5. A Consultant will be selected under Quality and Cost Based Selection (QCBS) method and procedures described in the RFP, in accordance with the policies described in the latest version of the following Guidelines:
  - a) Selection and Employment of Consultants, published by the National Procurement Agency (2007).

6. This RFP includes the following documents:

Section 1 - Letter of Invitation  
Section 2 - Instructions to Consultants (including Data Sheet)  
Section 3 - Technical Proposal - Standard Forms  
Section 4 - Financial Proposal - Standard Forms  
Section 5 - Terms of Reference  
Section 6 - Standard Form of Contract

**Chairman**

**Department Consultant Procurement Committee**

**Petroleum Development Authority of Sri Lanka,**

**4<sup>th</sup> Floor, No.609, Ceylon Petroleum Corporation (CPC) Building,**

**Dr. Danister de Silva Mawatha, Colombo 09**



## INVITATION FOR BIDS (IFB)

DEMOCRATIC SOCIALIST REPUBLIC OF SRI LANKA

CEYLON PETROLEUM STORAGE TERMINALS LIMITED (CPSTL)

**SUPPLY OF 220 TONS OF CARBON STEEL PLATES**

*CONFORMING TO MATERIAL ASTM A 283 GR. C*

**BID NO: KPR/48/2025**

### INTERNATIONAL COMPETITIVE BIDDING (ICB)

1. This Invitation for Bids (IFB) follows the General Procurement Notice (GPN) for this project published in the Daily News paper of 29.08.2025.
2. The Chairman, Department Procurement Committee (Major), on behalf of the Ceylon Petroleum Storage Terminals Limited (CPSTL), Kolonnawa, Wellampitiya, Sri Lanka, hereby invites sealed bids from eligible and qualified internationally reputed Manufacturers or their authorized agents (both abroad and in Sri Lanka), for the Supply of 220 Tons of Carbon Steel Plates.
3. The estimated cost is LKR 112 million + VAT (for reference only, not for bid preparation).
4. The delivery period is;
  - (a) Local Supply basis: Delivery to CPSTL, Kolonnawa Oil Installation within 20 weeks from the date of Purchase Order (PO)
  - (b) Foreign Supply basis: Delivery to Colombo Seaport within 20 weeks from the date of establishment of Letter of Credit (LC).
5. The bidding process will follow the **International Competitive Bidding (ICB) procedure** and is open to all internationally reputed Manufacturers and their authorized export agents abroad. Eligible local bidders are also invited to submit their bids, as applicable.
6. Interested eligible bidders may obtain further information from the Manager Procurement of the Ceylon Petroleum Storage Terminals Limited, (Tel: +94 112572156/ +94 112547238 and Fax: +94 112074299 and Email: [procure@cpstl.lk](mailto:procure@cpstl.lk)) and inspect the procurement documents free of charge during any working days from 0900 hrs to 1500 hrs. (IST) at the address given below. Interested parties may also inspect the procurement document from the CPSTL website [www.cpstl.lk](http://www.cpstl.lk). The Procurement Document available on the web is only for viewing purposes, and Bids shall be submitted using the Original Procurement Document purchased from CPSTL.

7. To be eligible for contract award, the successful bidder shall not have been debarred or blacklisted. A margin of preference for eligible locally produced goods offered shall be applied. Additional details are provided in the Procurement Documents.
8. Materials must have their **country of origin and country of manufacture in either USA, Canada, UK, Europe, Japan, South Korea or South Africa.**
9. A complete set of Procurement Documents in English language may be purchased by interested bidders on the submission of a written request on company letterhead, signed by an authorized representative, **on working days between 0900 hrs. and 1400 hrs. (IST) until Thursday, 09<sup>th</sup> October 2025**, upon payment of a non-refundable fee of **Sri Lankan Rupees Twenty-two thousand (LKR 22,000.00)** or in **United States Dollars Seventy (USD 75.00)** per document. The method of collection/payment will be as follows.

***Hand Delivery:***

Bidders may obtain the procurement documents by visiting the address below, during the above-mentioned period and time. A written request on company letterhead, signed by an authorized representative, must be submitted, along with proof of payment of the non-refundable fee. Payment can be made in cash at the CPSTL Cash Counter, Kolonnawa, Sri Lanka or via bank transfer to the CPSTL bank account given below.

Payment can be made:

- In cash at the Cash Counter, CPSTL, Kolonnawa, Sri Lanka or
- By bank transfer to the CPSTL bank account (details given below), and submit a copy of the bank slip or transfer confirmation.

***Email Request:***

Bidders may alternatively remit the non-refundable fee directly to the CPSTL bank account provided below. A written request on company letterhead, along with proof of payment (bank slip or transfer confirmation), must be emailed to [procure@cpstl.lk](mailto:procure@cpstl.lk) during the specified timeframe. The payment must also be credited to the CPSTL account before the procurement documents are issued. Upon verification of the payment, the complete set of procurement documents will be emailed to the bidder. In the case of USD transfer, all applicable bank charges (both local and international) must be borne by the bidder, ensuring that the exact non-refundable fee is credited to the CPSTL account.

|                           | <b>Payment in LKR</b>                                                                                                                                   | <b>Payment in USD</b>                                                                                                              |
|---------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------|
| <b>Non-refundable fee</b> | LKR 22,000.00                                                                                                                                           | USD 75.00                                                                                                                          |
| <b>A/C Holder</b>         | Ceylon Petroleum Storage Terminals Limited, Oil Installation, Kolonnawa,, Wellampitiya, Sri Lanka.                                                      |                                                                                                                                    |
| <b>A/C No</b>             | 004-1-001-9-0208672                                                                                                                                     | 074733828 US\$                                                                                                                     |
| <b>Bank &amp; Branch</b>  | People's Bank<br>Corporate Branch<br>No. 91, All Ceylon Hindu Congress (ACHC) Building<br>Sir Chittampalam A. Gardiner Mawatha<br>Colombo 02, Sri Lanka | Bank of Ceylon<br>Corporate Branch<br>Head Office, Head Office Building<br>No. 04, Bank of Ceylon Mawatha<br>Colombo 01, Sri Lanka |
| <b>SWIFT</b>              | PSBKLKLX                                                                                                                                                | BCEYLKLX                                                                                                                           |
| <b>Branch Code</b>        | 004                                                                                                                                                     | 7010                                                                                                                               |

10. A **pre-bid meeting** will be held via video conference at 1000 hrs. (IST) on **Monday, 22<sup>nd</sup> September 2025**, to address any queries related to the procurement document. Prospective bidders or their authorized representatives are invited to attend. Interested parties must request participation by emailing [procure@cpstl.lk](mailto:procure@cpstl.lk) no later than **Friday, 19<sup>th</sup> September 2025**, to receive the meeting link.
11. Bids must be submitted using the procurement document issued by the Procurement Function of CPSTL. The original, duly completed bids may be sent by registered post or courier, or hand delivered in a sealed cover **to reach** the address below, **at or before 1400 hrs. (IST) on Friday, 10<sup>th</sup> October 2025**. Bids may also be deposited in the tender box located at the main entrance of CPSTL at or before the above specified period. Late bids shall be rejected.
12. If bidders are unable to submit the original bids as specified, they may submit a scanned copy of the completed bid in **PDF format** via email to [tenders@cpstl.lk](mailto:tenders@cpstl.lk) **to reach at or before 1400 hrs. (IST) on Friday, 10<sup>th</sup> October 2025**. The original bid document must be securely retained and submitted to the Manager Procurement upon request. Note that the original bid documents will be used solely for filing purposes and will not be used for verification against the electronic submission.
13. **Bids will close at 1400 hrs. (IST) on Friday, 10<sup>th</sup> October 2025**, and will be opened immediately thereafter at the office of the Manager (Procurement) in the presence of the bidders' representatives who choose to attend in person or virtual at the address below.
14. **Bids must be valid until 09.01.2026**, from the date of bid opening.
15. All Bids must be accompanied by a **bid security of Sri Lankan Rupees One million one hundred twenty thousand (LKR 1,120,000.00) or United States Dollars Three thousand seven hundred fifty (USD 3,750.00), valid until 06.03.2026**, from the date of bid opening.
16. Bidders must be registered with the Department of Registrar of Companies (e-ROC) in compliance with the Public Contracts Act No. 3 of 1987, available at [www.drc.gov.lk](http://www.drc.gov.lk).
17. For any clarifications, please contact the Manager (Procurement) at **Tel: +94-11-2572156 / +94-11-2547238, Fax: +94-11-2074299, or Email: [procure@cpstl.lk](mailto:procure@cpstl.lk)**.
18. The address referred to above is:

**The Chairman  
Department Procurement Committee (Major)  
C/O Manager Procurement  
Ceylon Petroleum Storage Terminals Limited  
Procurement Function  
01<sup>st</sup> Floor, New Building  
Kolonnawa, Wellampitiya  
Sri Lanka.**

**Postal Code : 10600  
Telephone : +94 11 2572156; +94 11 2547238  
Fax : +94 112074299  
E-mail : [procure@cpstl.lk](mailto:procure@cpstl.lk)**



**PROCUREMENT NOTICE - GLOBAL**

**STATE PHARMACEUTICALS CORPORATION OF SRI LANKA**

The Chairman, Departmental Procurement Committee of the State Pharmaceuticals Corporation of Sri Lanka will receive sealed bids for supply of following items to the Ministry of Health.

| <b>Bid Number</b> | <b>Closing Date &amp; Time</b> | <b>Item Description</b> | <b>Date of issuing of Bid Documents</b> | <b>Non-refundable Bid Fee (LKR)</b> |
|-------------------|--------------------------------|-------------------------|-----------------------------------------|-------------------------------------|
| DHS/SS/WW/163/25  | 13.10.2025<br>@ 09.00 A.M.     | Permanent Pacemaker     | 02.09.2025                              | 3,000/-<br>+ tax                    |

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 at the **State Pharmaceuticals Corporation of Sri Lanka, Head Office, Administration Department, "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 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 Administration Department of the State Pharmaceuticals Corporation at "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 authorized 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.

**NOTE: Submitting tender samples are mandatory.**

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

TELEPHONE : 00 94-11- 2335008  
FAX : 00 94-11- 2582495  
E-MAIL : [mgrsurgical@spc.lk](mailto:mgrsurgical@spc.lk)

---

**From:** TUNA EVMEZ  
**Sent:** Mon, 1 Sep 2025 07:17:39 +0000  
**To:** ebys  
**Subject:** FW: Sri lanka  
**Attachments:** DHS P WW 427 26.pdf, DHS P WW 428 26.pdf, DHS P WW 429 26.pdf, DHS P WW 430 26.pdf, DHS P WW 431 26.pdf, DHS P WW 432 26.pdf, DHS P WW 433 26.pdf, DHS P WW 434 26.pdf, DHS P WW 435 26.pdf, DHS P WW 436 26.pdf, DHS P WW 437 26.pdf, DHS P WW 515 25.pdf, English 2025.08.21.pdf

---

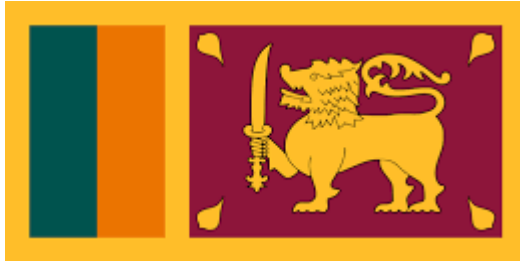
**From:** prot@srilanka.org.tr <prot@srilanka.org.tr>  
**Sent:** Monday, September 1, 2025 9:02 AM  
**To:** TUNA EVMEZ <tuna.evmez@tobb.org.tr>  
**Subject:** Sri lanka

CIR - 291 - Procurement Notices - State Pharmaceuticals Corporation of Sri Lanka

CIR - 292 - Expression of Interest (EOI) - Ceylon Fishery Harbours Corporation Request for Project Proposals (EOI) to Obtain Private Sector Participation for Businesses Related to Fishery Harbours and Anchorages No: CFHC/PD/EOI/2025/01

**Best Regards**

***Zeynel Tek***  
***Public Relations officer***  
***Embassy of Sri Lanka***  
***Gaziosmanpaşa, Kırlangıç Sokak No. 41,***  
***Çankaya/ ANKARA***  
***Tel: +90 312 427 10 21***





# PROCUREMENT NOTICE - GLOBAL

## STATE PHARMACEUTICALS CORPORATION OF SRI LANKA

The Chairman, Procurement Committee of the State Pharmaceuticals Corporation of Sri Lanka will receive sealed bids for supply of following items to the Department of Health Services for year 2026.

| Bid Number      | Closing Date & Time     | Item Description                                      | Date of issue of Bidding Documents from | Non-refundable Bid Fee |
|-----------------|-------------------------|-------------------------------------------------------|-----------------------------------------|------------------------|
| DHS/P/WW/515/25 | 07.10.2025 at 9.00 a.m. | 1,200 vials of Fluorouracil Injection 250mg/10ml vial | 26.08.2025                              | Rs. 3,000/= + 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 at the Head Office of the State Pharmaceuticals Corporation of Sri Lanka, "Mehewara Piyasa", 16<sup>th</sup> Floor, No. 41, Kirula Road, Colombo 5. These could be purchased on cash payment of a non-refundable Bid Fee per set as mentioned above. Offers received without enclosing original payment receipt are liable to be rejected.

Wherever applicable 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 Administration Department of the State Pharmaceuticals Corporation at "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 authorized 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 DEPARTMENTAL PROCUREMENT COMMITTEE  
STATE PHARMACEUTICALS CORPORATION OF SRI LANKA  
"MEHEWARA PIYASA", 16<sup>TH</sup> FLOOR  
NO. 41, KIRULA ROAD  
COLOMBO 5.  
SRI LANKA.

FAX : 00 94-11- 2344082  
TELEPHONE : 00 94-11- 2326227  
E-MAIL : [pharma.manager@spc.lk](mailto:pharma.manager@spc.lk)

GENERAL MANAGER  
STATE PHARMACEUTICALS CORPORATION OF SRI LANKA  
FOR CHAIRMAN DEPARTMENTAL PROCUREMENT COMMITTEE  
"MEHEWARA PIYASA", 26<sup>TH</sup> FLOOR  
NO. 41, KIRULA ROAD  
COLOMBO 5.

**ANNEX-1**

**TENDER NO. : DHS/P/WW/515/25**  
**DATE OF ISSUE : 26<sup>th</sup> August 2025**  
**CLOSING DATE & TIME : 07<sup>th</sup> October 2025 AT 09.00 HOURS SRI LANKA TIME**

**ORDER LIST NO. : 2025/SPC/N/R/P/00038**

| <b><u>SR No.</u></b> | <b><u>Item Description/ Specification</u></b>                                                                                                                                                                                                                                                                                                                                                                                                                                 | <b><u>Quantity</u></b> | <b><u>Delivery</u></b>                                                                   |
|----------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------|------------------------------------------------------------------------------------------|
| 01201902             | <b>Fluorouracil Injection 250mg/10ml vial</b><br><br>Fluorouracil injection BP/USP 250mg/10ml<br>Each 10ml amber colored vial to contain<br>Fluorouracil Sodium equivalent to 250mg of<br>Fluorouracil BP/USP for intravenous injection,<br>intravenous infusion and intra-arterial infusion.<br><br>Note:<br>1.This injection should be stable for a minimum of<br>24 months when stored within temperature of 15'C<br>- 25'C<br>2.Each vial should be labelled accordingly. | 1,200<br>vials         | 600 vials /<br>Immediately<br><br>600 vials /<br>05 months after<br>1 <sup>st</sup> Lot. |

**Representative Tender samples to be submitted for the evaluation.**

**The Amount of Bid Bond should be 2% of the total bid value to be submitted along with the Bid, when the value exceeds LKR one million.**

**Bid Bond should be submitted with valid up 03.03.2026 together with the bid.**

**In the Bid Security Guarantee, the Beneficiary must be stated as "Chairman, State Pharmaceuticals Corporation"**

**Bid should be valid till 06.01.2026.**

**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)**

- Amendment to the Bidding Documents for Procurement of Pharmaceuticals for the Department of Health Services of Government of Sri Lanka (Blue Book) (DPC)

Page No. 16, condition No. 23 (Payment/Letter of credit)

**23.1** (a) Foreign Component of the price will be paid direct to the principal manufacture in foreign currency by a letter of credit opened against him.

(b) "Local Agency commission if any will be deducted from the Invoice price and paid to the local agent in local currency." **should be deleted.**

**Page No. 27 Annex II (B)**

Percentage And LKR Value of Commission To Be Paid To The Local Agent" **should be deleted**

## **CONDITIONS OF SUPPLY**

### **(a) Part A**

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. 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]x0.25) or 2% of the invoiced value, whichever is the highest.
5. 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 for the same will not be entertained.

### **Shelf life & Warrantees.**

6. In the Supply of all Non consumables; Manufacturer or supplier or local agent shall provide a minimum 02 years warranty period or as specified in the specification, for each such item or it's sub components supplied (through 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.

**(This condition is not applicable for Pharmaceuticals)**

8. Freshly manufactured stocks of the product shall be supplied; thereby the residual Shelf Life (shelf life remaining at the time of delivery of goods at the 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 equals or more than 24 months, any deficit between the residual shelf life and requested shelf , 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 (as clause No. 37)

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.

### **Standards & Quality**

- 9 **Standards;** In addition to Pharmacopoeial Standards that are indicated in the item specifications other Pharmacopoeial Standards that are registered a 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 or incompatible with, 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. 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.  
***(Applicability of the innermost pack mentioned in this clause shall be adapted as per the pack specified in the specification)***

17. 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.
18. 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.
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 °C +/- 2 °C 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 °C, 2-25 °C, 15-20 °C /30 °C, 2-8 °C etc.), supplier shall provide MSD with latest product stability study reports with the invoice of the consignment.(report shall include studies; at 30 °C +/- 2 °C & 75% +/- 5% RH for AC stored items and at 25 °C +/- 2 °C & 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.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. All consignments shall be delivered at Medical Supplies Division or an alternate receiving point as directed.
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 60 days 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. 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.
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. 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**

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. 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.
32. 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.

### **(b) Part B**

Conditions of supply specifically applicable for the order list (with SR)

### **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 (m<sup>3</sup>).
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.
18. Supplier should start manufacturing only when the Letter of Credit is issued, unless SPC informed to start manufacturing prior to establishing Letter of Credit.
19. In case of an offer of product not registered with NMRA, bidders should submit documents in the annexure 1 (checklist for WOR) along with the offer to consider under exceptional circumstances.

**Checklist for Waver of Registration,**

- Certificate of Analysis (COA) of the relevant product
- Certificate of Pharmaceutical Product
- Label of the Product
- Product Information Leaflet (PIL)
- Pro-forma Invoice.

In the event of an award of an un registered product, SPC will apply for a WOR from NMRA and the supplier shall submit corresponding samples of the product; upon the demand of SPC; for onward submission to NMRA.

However, NMRA may request for additional information/documentation to consider allowing the WOR and the suppliers may refer the official website of NMRA ([www.nmra.gov.lk](http://www.nmra.gov.lk)) for more details on the documentation required.

The payment due to NMRA for issuance of WOR; shall be borne by the supplier/Local Agent.

19. A copy of the product registration Certificate issued by the NMRA, Certified by an Attorney-at-Law.
20. The Original Letter of Authorization issued by the manufacturer, or a copy certified by an Attorney- at -Law

21. A Certified copy of Power of Attorney registered at Registrar General's Department by an Attorney at law.

Please refer Global Bid Document

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



# PROCUREMENT NOTICE - GLOBAL

## STATE PHARMACEUTICALS CORPORATION OF SRI LANKA

The Chairman, Procurement Committee of the State Pharmaceuticals Corporation of Sri Lanka will receive sealed bids for supply of following items to the Department of Health Services for year 2026.

| Bid Number      | Closing Date & Time     | Item Description                                | Date of issue of Bidding Documents from | Non-refundable Bid Fee |
|-----------------|-------------------------|-------------------------------------------------|-----------------------------------------|------------------------|
| DHS/P/WW/437/26 | 07.10.2025 at 9.00 a.m. | 7,800 Vials of Azacitidine Injection 100mg vial | 26.08.2025                              | Rs. 35,000/= + 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 at the Head Office of the State Pharmaceuticals Corporation of Sri Lanka, "Mehewara Piyasa", 16<sup>th</sup> Floor, No. 41, Kirula Road, Colombo 5. These could be purchased on cash payment of a non-refundable Bid Fee per set as mentioned above. Offers received without enclosing original payment receipt are liable to be rejected.

Wherever applicable 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 Administration Department of the State Pharmaceuticals Corporation at "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 authorized 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 DEPARTMENTAL PROCUREMENT COMMITTEE  
STATE PHARMACEUTICALS CORPORATION OF SRI LANKA  
"MEHEWARA PIYASA", 16<sup>TH</sup> FLOOR  
NO. 41, KIRULA ROAD  
COLOMBO 5.  
SRI LANKA.

FAX : 00 94-11- 2344082  
TELEPHONE : 00 94-11- 2326227  
E-MAIL : [pharma.manager@spc.lk](mailto:pharma.manager@spc.lk)

GENERAL MANAGER  
STATE PHARMACEUTICALS CORPORATION OF SRI LANKA  
FOR CHAIRMAN DEPARTMENTAL PROCUREMENT COMMITTEE  
"MEHEWARA PIYASA", 26<sup>TH</sup> FLOOR  
NO. 41, KIRULA ROAD  
COLOMBO 5.

**ANNEX-1**

**TENDER NO. : DHS/P/WW/437/26**  
**DATE OF ISSUE : 26<sup>th</sup> August 2025**  
**CLOSING DATE & TIME : 7<sup>th</sup> October 2025 AT 09.00 HOURS SRI LANKA TIME**

**ORDER LIST NO. : 2026/SPC/N/C/P/00097**

| <b><u>SR No.</u></b> | <b><u>Item Description/ Specification</u></b>                                                                                                                                                                                                                                                                                                               | <b><u>Quantity</u></b> | <b><u>Delivery</u></b>                                       |
|----------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------|--------------------------------------------------------------|
| 01210201             | <b>Azacitidine Injection 100mg vial</b><br><br>Azacitidine Injection 100mg vial,<br>Each vial to contain 100mg of Azacitidine for<br>subcutaneous and intravenous use.<br><br>Note:<br>1.The product should be stable for 24 months<br>when stored at a temperature of 28'C-32'C.<br>2. Each vial should be labelled accordingly.<br><br>Packing : One vial | 7,800<br>vials         | 3,900 vials/<br>January 2026<br><br>3,900 vials/<br>May 2026 |

**Representative Tender samples to be submitted for the evaluation.**

**The amount of Bid Bond: LKR 2,028,000.00 or USD 6,718.00.**

**Bid Bond should be submitted with valid up to 03.03.2026 together with the bid.**

**In the Bid Security Guarantee , the Beneficiary must be stated as "Chairman, State Pharmaceuticals Corporation"**

**Bid should be valid till 06.01.2026.**

**Non refundable Bid Fee Rs. 35,000/= + 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)**

- Amendment to the Bidding Documents for Procurement of Pharmaceuticals for the Department of Health Services of Government of Sri Lanka (Blue Book) (DPC)

Page No. 16, condition No. 23 (Payment/Letter of credit)

**23.1** (a) Foreign Component of the price will be paid direct to the principal manufacturer in foreign currency by a letter of credit opened against him.

(b) "Local Agency commission if any will be deducted from the Invoice price and paid to the local agent in local currency." **should be deleted.**

**Page No. 27 Annex II (B)**

Percentage And LKR Value Of Commission To Be Paid To The Local Agent" **should be deleted**

**CONDITIONS OF SUPPLY**

**(a) Part A**

- 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.
- 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]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 (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 for the same will not be entertained.

#### **Shelf life & Warrantees.**

7. ~~In the Supply of all Non-consumables; Manufacturer or supplier or local agent shall provide a minimum 02 years warranty period or as specified in the specification, for each such item or it's sub-components supplied (through the local agent), unless otherwise agreed upon with MSD, prior t 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.~~

**(This condition is not applicable for Pharmaceuticals)**

8. Freshly manufactured stocks of the product shall be supplied; thereby the residual Shelf Life (shelf life remaining at the time of delivery of goods at the 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 equals or more than 24 months, any deficit between the residual shelf life and requested shelf , shall not be more that 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 (as clause No. 37)

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.

#### **Standards & Quality**

- 9 Standards; In addition to Pharmacopoeial Standards that are indicated in the item specifications other Pharmacopoeial Standards that are registered a 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 or incompatible with, 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. In respect of bulk packs (not applicable for blister/strip packs), 'DHS' mark shall be ;
  - (a). embossed or printed in case of tablets
  - (b). printed in case of capsules

Above condition can be waved off, if the quantity in the purchase order is less than 100,000 tablets/capsules (any exemptions to this condition, is notified in the relevant MS order List)
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.

***(Applicability of the innermost pack mentioned in this clause shall be adapted as per the pack specified in the specification)***

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 30 °C +/- 2 °C 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 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.
24. In respect of the products requiring controlled temperature storage (Eg. < 25 °C, 2-25 °C, 15-20 °C /30 °C, 2-8 °C etc.), supplier shall provide MSD with latest product stability study reports with the invoice of the consignment.(report shall include studies; at 30 °C +/- 2 °C & 75% +/- 5% RH for AC stored items and at 25 °C +/- 2 °C & 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.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. 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 10<sup>th</sup> January** shall be avoided, unless otherwise prior approval has been granted by MSD for such deliveries.
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 60 days 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 additional 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 number of the selected bid shall be forwarded to MSD, for using as reference samples (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 list)  
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 with 1 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](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.
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](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 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.

### **(b) Part B**

Conditions of supply specifically applicable for the order list (with SR)

### **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 (m<sup>3</sup>).
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.
18. Supplier should start manufacturing only when the Letter of Credit is issued, unless SPC informed to start manufacturing prior to establishing Letter of Credit.
19. In case of an offer of product not registered with NMRA, bidders should submit documents in the annexure 1 (checklist for WOR) along with the offer to consider under exceptional circumstances.

**Checklist for Waiver of Registration,**

- Certificate of Analysis (COA) of the relevant product
- Certificate of Pharmaceutical Product
- Label of the Product
- Product Information Leaflet (PIL)
- Pro-forma Invoice.

In the event of an award of an un registered product, SPC will apply for a WOR from NMRA and the supplier shall submit corresponding samples of the product; upon the demand of SPC; for onward submission to NMRA.

However, NMRA may request for additional information/documentation to consider allowing the WOR and the suppliers may refer the official website of NMRA ([www.nmra.gov.lk](http://www.nmra.gov.lk)) for more details on the documentation required.

The payment due to NMRA for issuance of WOR; shall be borne by the supplier/Local Agent.

20. A copy of the product registration Certificate issued by the NMRA, Certified by an Attorney-at-Law.
21. The Original Letter of Authorization issued by the manufacturer, or a copy certified by an Attorney-at-Law

Please refer Global Bid Document

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



# PROCUREMENT NOTICE - GLOBAL

## STATE PHARMACEUTICALS CORPORATION OF SRI LANKA

The Chairman, Procurement Committee of the State Pharmaceuticals Corporation of Sri Lanka will receive sealed bids for supply of following items to the Department of Health Services for year 2026.

| Bid Number      | Closing Date & Time     | Item Description                                                          | Date of issue of Bidding Documents from | Non-refundable Bid Fee |
|-----------------|-------------------------|---------------------------------------------------------------------------|-----------------------------------------|------------------------|
| DHS/P/WW/433/26 | 07.10.2025 at 9.00 a.m. | 10,000 vials of Adsorbed Diphtheria and Tetanus Vaccine (DT) 10 dose vial | 26.08.2025                              | Rs. 3,000/= + 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 at the Head Office of the State Pharmaceuticals Corporation of Sri Lanka, "Mehewara Piyasa", 16<sup>th</sup> Floor, No. 41, Kirula Road, Colombo 5. These could be purchased on cash payment of a non-refundable Bid Fee per set as mentioned above. Offers received without enclosing original payment receipt are liable to be rejected.

Wherever applicable 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 Administration Department of the State Pharmaceuticals Corporation at "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 authorized 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 DEPARTMENTAL PROCUREMENT COMMITTEE  
STATE PHARMACEUTICALS CORPORATION OF SRI LANKA  
"MEHEWARA PIYASA", 16<sup>TH</sup> FLOOR  
NO. 41, KIRULA ROAD  
COLOMBO 5.  
SRI LANKA.

FAX : 00 94-11- 2344082  
TELEPHONE : 00 94-11- 2326227  
E-MAIL : [pharma.manager@spc.lk](mailto:pharma.manager@spc.lk)

GENERAL MANAGER  
STATE PHARMACEUTICALS CORPORATION OF SRI LANKA  
FOR CHAIRMAN DEPARTMENTAL PROCUREMENT COMMITTEE  
"MEHEWARA PIYASA", 26<sup>TH</sup> FLOOR  
NO. 41, KIRULA ROAD  
COLOMBO 5.

**TENDER NO. : DHS/P/WW/433/26**  
**DATE OF ISSUE : 26<sup>th</sup> August 2025**  
**CLOSING DATE & TIME : 7<sup>th</sup> October 2025 AT 09.00 HOURS SRI LANKA TIME**

**ORDER LIST NO. : 2026/SPC/N/C/P/00107**

| <b><u>SR No.</u></b> | <b><u>Item Description/ Specification</u></b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | <b><u>Quantity</u></b> | <b><u>Delivery</u></b>                                                  |
|----------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------|-------------------------------------------------------------------------|
| <b>00601702</b>      | <p><b>Adsorbed Diphtheria and Tetanus Vaccine (DT) 10 dose vial</b></p> <p>Adsorbed Diphtheria and Tetanus Vaccine(DT),10 dose vial. Adsorbed Diphtheria and Tetanus Vaccine BP or USP. Each 0.5ml single dose containing not less than 30 international units (IU) of Diphtheria Toxoid and not less than 40 IU of Tetanus Toxoid.</p> <p>i.Offers should be only from vaccine suppliers recommended by World Health Organization (WHO) for bulk purchase for the U.N. Agencies.</p> <p>ii.The product should be from fresh stocks and each consignment should be prepared preferably from a single batch. Each batch should accompany a certificate of analysis, lot release certificate issued by a laboratory accredited by National Control Authority and Summary Protocol of vaccine production and quality control test data should be submitted for protocol review.</p> <p>iii.Each consignment should have a minimum remaining shelf life of 75% at the time of receiving the consignment at MSD. iv.The vaccine should also comply with the general requirements for vaccines in the BP or USP.</p> <p>v.The vaccine should meet the most recent requirements of WHO when tested by the methods outlined by WHO.</p> <p>vi.Cold chain monitors or WHO recommended other cold chain monitoring device should be included in each pack during delivery and the cold chain should be maintained during storage, transport and delivery of vaccines.</p> <p>vii.The vaccine should be protected from light and should be stored at a temperature +2°C to +8°C. Vaccines should not be frozen. viii.Each vial should be labeled accordingly indicating both date of manufacture and expiry.</p> <p>ix.Must be a WHO prequalified product. x.Each vial should contain a suitable vaccine vial monitor.</p> | 10,000<br>Vials        | <p>5,000 vials/<br/>May 2026</p> <p>5,000 vials/<br/>September 2026</p> |

|  |                                                                                                                                                                                                                                                                                     |  |  |
|--|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|
|  | <p>xi.Chief Epidemiologist should be informed two weeks prior to the arrival of vaccine. Note: Vaccine should be packed according to the WHO guidelines on international packaging and shipping of vaccines for EPI (WHO/EPI/05.23,Dec.2005)</p> <p>Packing : 50 vials in a Box</p> |  |  |
|--|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|

**Representative Tender samples to be submitted for the evaluation.**

**The amount of Bid Bond: LKR 186,856.00 or USD 619.06.**

**Bid Bond should be submitted with valid up to 17.02.2026 together with the bid.**

**In the Bid Security Guarantee , the Beneficiary must be stated as "Chairman, State Pharmaceuticals Corporation"**

**Bid should be valid till 23.12.2025.**

**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)**

- Amendment to the Bidding Documents for Procurement of Pharmaceuticals for the Department of Health Services of Government of Sri Lanka (Blue Book) (DPC)

Page No. 16, condition No. 23 (Payment/Letter of credit)

**23.1** (a) Foreign Component of the price will be paid direct to the principal manufacturer in foreign currency by a letter of credit opened against him.

(b) "Local Agency commission if any will be deducted from the Invoice price and paid to the local agent in local currency." **should be deleted.**

**Page No. 27 Annex II (B)**

Percentage And LKR Value Of Commission To Be Paid To The Local Agent" **should be deleted**

**CONDITIONS OF SUPPLY**

**(a) Part A**

- 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.
- 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.
- 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]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 (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 for the same will not be entertained.** when there are product's offered in compliance with the tender specification

#### **Shelf life & Warrantees.**

7. In respect of Non consumable; laboratory items and surgical items; Manufacturer or supplier or local agent shall provide a warranty for a period, not less than as specified in the specification of the item and/or it's sub components/articles supplied (eg. Special Instrument sets), unless otherwise agreed upon prior to awarding the tender.

The supplier's invoice shall indicate, the validity period of the warrantee from the date of receiving goods as MSD and a warrantee card with all details, including the local contact details of warrantee services provider, shall also be inserted in each individual pack.

Foreign supplier of all such items shall have their own local agent in Sri Lanka, capable of providing technical support, repairs & spares, when necessary. **(This clause No. 07 is not applicable for all Pharmaceuticals and all Consumable Surgical & Laboratory items)**

8. Freshly manufactured stocks of the product shall be supplied; thereby the residual Shelf Life (shelf life remaining at the time of delivery of goods at the MSD stores/ Sri Lanka) of the product, shall be 85% of the product shelf life specified in the 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 consumable surgical items (shelf life is not applicable for surgical non-consumables) 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, Director/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 (as clause No. 37 and footnote 01).

#### **Standards & Quality**

9. Standards; In respect of all Pharmaceutical products supplied, shall comply Pharmacopoeial Standards that are indicated in the item specifications, other Pharmacopoeial Standards accepted in the product registration by the National Medicines Regulatory Authority.
10. As per the product registration dossier approved by NMRA, the product information leaflet (PIL) for the Pharmaceutical items and the user manual/ instruction pamphlet for surgical items, 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 or incompatible with, 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. In respect of bulk packs (not applicable for blister/strip packs), 'DHS' mark shall be ;
- (a). embossed or printed in case of tablets
  - (b). printed in case of capsules
- Above condition can be waved off, if the quantity in the purchase order is less than 100,000 tablets/capsules, with deliveries in one/more lots **or** when an exemption is notified in the Conditions of the relevant MSD order list. **(This clause No. 16 is not applicable for consumable and Non consumable surgical and Laboratory 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 (not applicable for Surgical Non-consumables) 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 30 °C +/- 2 °C 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;
- 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.
  - 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.
  - 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 consignments** 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.
  - 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.
  - 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.

24. In respect of the products requiring controlled temperature storage (Eg. < 25 °C, 2-25 °C, 15-20 °C /30 °C, 2-8 °C etc.), supplier shall provide MSD with latest product stability study reports with the invoice of the consignment.(report shall include studies; at 30 °C +/- 2 °C & 75% +/- 5% RH for AC stored items and at 25 °C +/- 2 °C & 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.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. 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 10<sup>th</sup> January** shall be avoided, unless otherwise prior approval has been granted by MSD for such deliveries.
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 60 days 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 additional 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 Product artwork or dimensional detail diagrams, product Catalogs and Catalog No's as necessary for the surgical items (**not relevant to Pharmaceutical & Laboratory items**), shall be provided with the bid document, for reference in the ; tender evaluation by SPC, ascertaining (before awarding) user acceptance of deviations from the spec by MSD and inspecting the consignments delivered to MSD.

The artwork of the; specimen labels, minimum pack and outer most box/shipper carton, that satisfies the above mentioned labeling conditions, shall also be provided before signing the contract with the performance bond.

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](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.
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](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 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.

**(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 & S.R. No.s, shall be indicated separately against each clause of SOC, with the counter signature of Director (MSD) to make it effective.

**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 (m<sup>3</sup>).
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 contract 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.
18. Supplier should start manufacturing only when the Letter of Credit is issued, unless SPC informed to start manufacturing prior to establishing Letter of Credit.
19. In case of an offer of product not registered with NMRA, bidders should submit documents in the annexure 1 (checklist for WOR) along with the offer to consider under exceptional circumstances.

**Checklist for Waiver of Registration,**

- Certificate of Analysis (COA) of the relevant product
- Certificate of Pharmaceutical Product
- Label of the Product
- Product Information Leaflet (PIL)
- Pro-forma Invoice.

In the event of an award of an un registered product, SPC will apply for a WOR from NMRA and the supplier shall submit corresponding samples of the product; upon the demand of SPC; for onward submission to NMRA.

However, NMRA may request for additional information/documentation to consider allowing the WOR and the suppliers may refer the official website of NMRA ([www.nmra.gov.lk](http://www.nmra.gov.lk)) for more details on the documentation required.

The payment due to NMRA for issuance of WOR; shall be borne by the supplier/Local Agent.

20. A copy of the product registration Certificate issued by the NMRA, Certified by an Attorney-at-Law.
21. The Original Letter of Authorization issued by the manufacturer, or a copy certified by an Attorney-at-Law
22. A Certified copy of Power of Attorney registered at Registrar General's Department by an Attorney at law.

Please refer Global Bid Document

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



# PROCUREMENT NOTICE - GLOBAL

## STATE PHARMACEUTICALS CORPORATION OF SRI LANKA

The Chairman, Procurement Committee of the State Pharmaceuticals Corporation of Sri Lanka will receive sealed bids for supply of following items to the Department of Health Services for year 2026.

| Bid Number      | Closing Date & Time     | Item Description                         | Date of issue of Bidding Documents from | Non-refundable Bid Fee |
|-----------------|-------------------------|------------------------------------------|-----------------------------------------|------------------------|
| DHS/P/WW/429/26 | 07.10.2025 at 9.00 a.m. | 240 Bottles of Fuller's earth 60g bottle | 26.08.2025                              | Rs. 3,000/= + 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 at the Head Office of the State Pharmaceuticals Corporation of Sri Lanka, "Mehewara Piyasa", 16<sup>th</sup> Floor, No. 41, Kirula Road, Colombo 5. These could be purchased on cash payment of a non-refundable Bid Fee per set as mentioned above. Offers received without enclosing original payment receipt are liable to be rejected.

Wherever applicable 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 Administration Department of the State Pharmaceuticals Corporation at "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 authorized 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 DEPARTMENTAL PROCUREMENT COMMITTEE  
STATE PHARMACEUTICALS CORPORATION OF SRI LANKA  
"MEHEWARA PIYASA", 16<sup>TH</sup> FLOOR  
NO. 41, KIRULA ROAD  
COLOMBO 5.  
SRI LANKA.

FAX : 00 94-11- 2344082  
TELEPHONE : 00 94-11- 2326227  
E-MAIL : [pharma.manager@spc.lk](mailto:pharma.manager@spc.lk)

GENERAL MANAGER  
STATE PHARMACEUTICALS CORPORATION OF SRI LANKA  
FOR CHAIRMAN DEPARTMENTAL PROCUREMENT COMMITTEE  
"MEHEWARA PIYASA", 26<sup>TH</sup> FLOOR  
NO. 41, KIRULA ROAD  
COLOMBO 5.

**ANNEX-1**

**TENDER NO. : DHS/P/WW/429/26**  
**DATE OF ISSUE : 26<sup>th</sup> August 2025**  
**CLOSING DATE & TIME : 7<sup>th</sup> October 2025 AT 09.00 HOURS SRI LANKA TIME**

**ORDER LIST NO. : 2026/SPC/N/R/P/00031**

| <b><u>SR No.</u></b> | <b><u>Item Description/ Specification</u></b>                                                                 | <b><u>Quantity</u></b> | <b><u>Delivery</u></b>                                        |
|----------------------|---------------------------------------------------------------------------------------------------------------|------------------------|---------------------------------------------------------------|
| 01600301             | <b>Fuller's earth 60g Bottle</b><br><br>Fuller's earth (As fine powder) Pack; 60g to be packed in a container | 240<br>Bottles         | 120 Bottles/<br>January 2026<br><br>120 Bottles/<br>July 2026 |

**Representative Tender samples to be submitted for the evaluation.**

**The Amount of Bid Bond should be 2% of the total bid value to be submitted along with the Bid, when the value exceeds LKR one million.**

**Bid Bond should be submitted with valid up to 20.01.2026 together with the bid.**

**In the Bid Security Guarantee , the Beneficiary must be stated as "Chairman, State Pharmaceuticals Corporation"**

**Bid should be valid till 25.11.2025.**

**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)**

- Amendment to the Bidding Documents for Procurement of Pharmaceuticals for the Department of Health Services of Government of Sri Lanka (Blue Book) (DPC)

Page No. 16, condition No. 23 (Payment/Letter of credit)

**23.1** (a) Foreign Component of the price will be paid direct to the principal manufacture in foreign currency by a letter of credit opened against him.

(b) "Local Agency commission if any will be deducted from the Invoice price and paid to the local agent in local currency." **should be deleted.**

**Page No. 27 Annex II (B)**

Percentage And LKR Value Of Commission To Be Paid To The Local Agent" **should be deleted**

**CONDITIONS OF SUPPLY**

**(a) Part A**

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]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 (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 for the same will not be entertained.

#### **Shelf life & Warrantees.**

7. ~~In the Supply of all Non consumables; Manufacturer or supplier or local agent shall provide a minimum 02 years warranty period or as specified in the specification, for each such item or it's sub components supplied (through the local agent), unless otherwise agreed upon with MSD, prior t 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.~~

**(This condition is not applicable for Pharmaceuticals)**

8. Freshly manufactured stocks of the product shall be supplied; thereby the residual Shelf Life (shelf life remaining at the time of delivery of goods at the 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 equals or more than 24 months, any deficit between the residual shelf life and requested shelf , shall not be more that 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 (as clause No. 37)

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.

#### **Standards & Quality**

9. Standards; In addition to Pharmacopoeial Standards that are indicated in the item specifications other Pharmacopoeial Standards that are registered a 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 or incompatible with, 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. In respect of bulk packs (not applicable for blister/strip packs), 'DHS' mark shall be ;
  - (a). embossed or printed in case of tablets
  - (b). printed in case of capsules

Above condition can be waved off, if the quantity in the purchase order is less than 100,000 tablets/capsules (any exemptions to this condition, is notified in the relevant MS order List)
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.

***(Applicability of the innermost pack mentioned in this clause shall be adapted as per the pack specified in the specification)***

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 30 °C +/- 2 °C 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 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.

24. In respect of the products requiring controlled temperature storage (Eg. < 25 °C, 2-25 °C, 15-20 °C /30 °C, 2-8 °C etc.), supplier shall provide MSD with latest product stability study reports with the invoice of the consignment.(report shall include studies; at 30 °C +/- 2 °C & 75% +/- 5% RH for AC stored items and at 25 °C +/- 2 °C & 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.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. 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 10<sup>th</sup> January** shall be avoided, unless otherwise prior approval has been granted by MSD for such deliveries.

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 60 days 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 additional 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 number of the selected bid shall be forwarded to MSD, for using as reference samples (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 list)  
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 with 1 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](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.
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](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 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.

### **(b) Part B**

Conditions of supply specifically applicable for the order list (with SR)

### **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 (m<sup>3</sup>).

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.
18. Supplier should start manufacturing only when the Letter of Credit is issued, unless SPC informed to start manufacturing prior to establishing Letter of Credit.
19. In case of an offer of product not registered with NMRA, bidders should submit documents in the annexure 1 (checklist for WOR) along with the offer to consider under exceptional circumstances.

**Checklist for Waiver of Registration,**

- Certificate of Analysis (COA) of the relevant product
- Certificate of Pharmaceutical Product
- Label of the Product
- Product Information Leaflet (PIL)
- Pro-forma Invoice.

In the event of an award of an un registered product, SPC will apply for a WOR from NMRA and the supplier shall submit corresponding samples of the product; upon the demand of SPC; for onward submission to NMRA.

However, NMRA may request for additional information/documentation to consider allowing the WOR and the suppliers may refer the official website of NMRA ([www.nmra.gov.lk](http://www.nmra.gov.lk)) for more details on the documentation required.

The payment due to NMRA for issuance of WOR; shall be borne by the supplier/Local Agent.

20. A copy of the product registration Certificate issued by the NMRA, Certified by an Attorney-at-Law.
21. The Original Letter of Authorization issued by the manufacturer, or a copy certified by an Attorney-at-Law

Please refer Global Bid Document

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



# PROCUREMENT NOTICE - GLOBAL

## STATE PHARMACEUTICALS CORPORATION OF SRI LANKA

The Chairman, Procurement Committee of the State Pharmaceuticals Corporation of Sri Lanka will receive sealed bids for supply of following items to the Department of Health Services for year 2026.

| Bid Number      | Closing Date & Time     | Item Description                                                | Date of issue of Bidding Documents from | Non-refundable Bid Fee |
|-----------------|-------------------------|-----------------------------------------------------------------|-----------------------------------------|------------------------|
| DHS/P/WW/428/26 | 07.10.2025 at 9.00 a.m. | 3,300 Ampoules of Digoxin Injection 500microgram in 2ml ampoule | 26.08.2025                              | Rs. 3,000/= + 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 at the Head Office of the State Pharmaceuticals Corporation of Sri Lanka, "Mehewara Piyasa", 16<sup>th</sup> Floor, No. 41, Kirula Road, Colombo 5. These could be purchased on cash payment of a non-refundable Bid Fee per set as mentioned above. Offers received without enclosing original payment receipt are liable to be rejected.

Wherever applicable 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 Administration Department of the State Pharmaceuticals Corporation at "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 authorized 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 DEPARTMENTAL PROCUREMENT COMMITTEE  
STATE PHARMACEUTICALS CORPORATION OF SRI LANKA  
"MEHEWARA PIYASA", 16<sup>TH</sup> FLOOR  
NO. 41, KIRULA ROAD  
COLOMBO 5.  
SRI LANKA.

FAX : 00 94-11- 2344082  
TELEPHONE : 00 94-11- 2326227  
E-MAIL : [pharma.manager@spc.lk](mailto:pharma.manager@spc.lk)

GENERAL MANAGER  
STATE PHARMACEUTICALS CORPORATION OF SRI LANKA  
FOR CHAIRMAN DEPARTMENTAL PROCUREMENT COMMITTEE  
"MEHEWARA PIYASA", 26<sup>TH</sup> FLOOR  
NO. 41, KIRULA ROAD  
COLOMBO 5.

**ANNEX-1**

**TENDER NO. : DHS/P/WW/428/26**  
**DATE OF ISSUE : 26<sup>th</sup> August 2025**  
**CLOSING DATE & TIME : 7<sup>th</sup> October 2025 AT 09.00 HOURS SRI LANKA TIME**

**ORDER LIST NO. : 2026/SPC/N/R/P/00059**

| <b><u>SR No.</u></b> | <b><u>Item Description/ Specification</u></b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | <b><u>Quantity</u></b> | <b><u>Delivery</u></b>        |
|----------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------|-------------------------------|
| <b>00200102</b>      | <p><b>Digoxin Injection 500 microgram in 2ml ampoule</b></p> <p>Digoxin Injection BP 500 microgram/2mL Ampoule<br/>Each 2mL ampoule to contain 500 microgram of Digoxin BP for slow intravenous injection and intravenous infusion<br/>OR<br/>Digoxin Injection USP 500microgram/2mL Ampoule<br/>Each 2mL ampoule to contain 500 microgram of Digoxin USP for slow intravenous injection and intravenous infusion<br/>Note:<br/>1. This injection should be stable for a minimum of 24 months when stored at a temperature range of 28'C-32'C<br/>2. Should be protected from light<br/>3. Each ampoule should be labelled accordingly.</p> <p><b>Packing : 10 ampoules in a Pack</b></p> | 3,300<br>Ampoules      | 3,300 Ampoules/<br>March 2026 |

**Representative Tender samples to be submitted for the evaluation.**

**The amount of Bid Bond: LKR 30,254.00 or USD 100.23.**

**Bid Bond should be submitted with valid up to 20.01.2026 together with the bid.**

**In the Bid Security Guarantee , the Beneficiary must be stated as "Chairman, State Pharmaceuticals Corporation"**

**Bid should be valid till 25.11.2025.**

**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)**

- Amendment to the Bidding Documents for Procurement of Pharmaceuticals for the Department of Health Services of Government of Sri Lanka (Blue Book) (DPC)

Page No. 16, condition No. 23 (Payment/Letter of credit)

**23.1** (a) Foreign Component of the price will be paid direct to the principal manufacturer in foreign currency by a letter of credit opened against him.

(b) "Local Agency commission if any will be deducted from the Invoice price and paid to the local agent in local currency." **should be deleted.**

**Page No. 27 Annex II (B)**

Percentage And LKR Value Of Commission To Be Paid To The Local Agent" **should be deleted**

## **CONDITIONS OF SUPPLY**

### **(a) Part A**

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]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 (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 for the same will not be entertained.** when there are product's offered in compliance with the tender specification

### **Shelf life & Warrantees.**

7. In respect of Non consumable; laboratory items and surgical items; Manufacturer or supplier or local agent shall provide a warranty for a period, not less than as specified in the specification of the item and/or it's sub components/articles supplied (eg. Special Instrument sets), unless otherwise agreed upon prior to awarding the tender.

The supplier's invoice shall indicate, the validity period of the warrantee from the date of receiving goods as MSD and a warrantee card with all details, including the local contact details of warrantee services provider, shall also be inserted in each individual pack.

Foreign supplier of all such items shall have their own local agent in Sri Lanka, capable of providing technical support, repairs & spares, when necessary. **(This clause No. 07 is not applicable for all Pharmaceuticals and all Consumable Surgical & Laboratory items)**

8. Freshly manufactured stocks of the product shall be supplied; thereby the residual Shelf Life (shelf life remaining at the time of delivery of goods at the MSD stores/ Sri Lanka) of the product, shall be 85% of the product shelf life specified in the 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 consumable surgical items (shelf life is not applicable for surgical non-consumables) 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, Director/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 (as clause No. 37 and footnote 01).

### **Standards & Quality**

9. Standards; In respect of all Pharmaceutical products supplied, shall comply Pharmacopoeial Standards that are indicated in the item specifications, other Pharmacopoeial Standards accepted in the product registration by the National Medicines Regulatory Authority.
10. As per the product registration dossier approved by NMRA, the product information leaflet (PIL) for the Pharmaceutical items and the user manual/ instruction pamphlet for surgical items, 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 or incompatible with, 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. In respect of bulk packs (not applicable for blister/strip packs), 'DHS' mark shall be ;
- (a). embossed or printed in case of tablets
  - (b). printed in case of capsules

Above condition can be waved off, if the quantity in the purchase order is less than 100,000 tablets/capsules, with deliveries in one/more lots **or** when an exemption is notified in the Conditions of the relevant MSD order list. **(This clause No. 16 is not applicable for consumable and Non consumable surgical and Laboratory 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 (not applicable for Surgical Non-consumables) 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 30 °C +/- 2 °C 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 consignments** 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.

24. In respect of the products requiring controlled temperature storage (Eg. < 25 °C, 2-25 °C, 15-20 °C /30 °C, 2-8 °C etc.), supplier shall provide MSD with latest product stability study reports with the invoice of the consignment.(report shall include studies; at 30 °C +/- 2 °C & 75% +/- 5% RH for AC stored items and at 25 °C +/- 2 °C & 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.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. 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 10<sup>th</sup> January** shall be avoided, unless otherwise prior approval has been granted by MSD for such deliveries.

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 60 days 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 additional 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 Product artwork or dimensional detail diagrams, product Catalogs and Catalog No's as necessary for the surgical items (**not relevant to Pharmaceutical & Laboratory items**), shall be provided with the bid document, for reference in the ; tender evaluation by SPC, ascertaining (before awarding) user acceptance of deviations from the spec by MSD and inspecting the consignments delivered to MSD.

The artwork of the; specimen labels, minimum pack and outer most box/shipper carton, that satisfies the above mentioned labeling conditions, shall also be provided before signing the contract with the performance bond.

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](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.

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](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 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.

### **(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 & S.R. No.s, shall be indicated separately against each clause of SOC, with the counter signature of Director (MSD) to make it effective.

### **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 (m<sup>3</sup>).

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.
18. Supplier should start manufacturing only when the Letter of Credit is issued, unless SPC informed to start manufacturing prior to establishing Letter of Credit.
19. In case of an offer of product not registered with NMRA, bidders should submit documents in the annexure 1 (checklist for WOR) along with the offer to consider under exceptional circumstances.

**Checklist for Waiver of Registration,**

- Certificate of Analysis (COA) of the relevant product
- Certificate of Pharmaceutical Product
- Label of the Product
- Product Information Leaflet (PIL)
- Pro-forma Invoice.

In the event of an award of an un registered product, SPC will apply for a WOR from NMRA and the supplier shall submit corresponding samples of the product; upon the demand of SPC; for onward submission to NMRA.

However, NMRA may request for additional information/documentation to consider allowing the WOR and the suppliers may refer the official website of NMRA ([www.nmra.gov.lk](http://www.nmra.gov.lk)) for more details on the documentation required.

The payment due to NMRA for issuance of WOR; shall be borne by the supplier/Local Agent.

20. A copy of the product registration Certificate issued by the NMRA, Certified by an Attorney-at-Law.
21. The Original Letter of Authorization issued by the manufacturer, or a copy certified by an Attorney- at -Law
22. A Certified copy of Power of Attorney registered at Registrar General's Department by an Attorney at low.

Please refer Global Bid Document

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



# PROCUREMENT NOTICE - GLOBAL

## STATE PHARMACEUTICALS CORPORATION OF SRI LANKA

The Chairman, Procurement Committee of the State Pharmaceuticals Corporation of Sri Lanka will receive sealed bids for supply of following items to the Department of Health Services for year 2026.

| Bid Number      | Closing Date & Time     | Item Description                                                                                | Date of issue of Bidding Documents from | Non-refundable Bid Fee |
|-----------------|-------------------------|-------------------------------------------------------------------------------------------------|-----------------------------------------|------------------------|
| DHS/P/WW/427/26 | 07.10.2025 at 9.00 a.m. | 12,000 SPRY of Glyceryl Trinitrate Sublingual spray 400microgram in metered dose, 200 dose unit | 26.08.2025                              | Rs. 3,000/= + 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 at the Head Office of the State Pharmaceuticals Corporation of Sri Lanka, "Mehewara Piyasa", 16<sup>th</sup> Floor, No. 41, Kirula Road, Colombo 5. These could be purchased on cash payment of a non-refundable Bid Fee per set as mentioned above. Offers received without enclosing original payment receipt are liable to be rejected.

Wherever applicable 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 Administration Department of the State Pharmaceuticals Corporation at "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 authorized 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 DEPARTMENTAL PROCUREMENT COMMITTEE  
STATE PHARMACEUTICALS CORPORATION OF SRI LANKA  
"MEHEWARA PIYASA", 16<sup>TH</sup> FLOOR  
NO. 41, KIRULA ROAD  
COLOMBO 5.  
SRI LANKA.

FAX : 00 94-11- 2344082  
TELEPHONE : 00 94-11- 2326227  
E-MAIL : [pharma.manager@spc.lk](mailto:pharma.manager@spc.lk)

GENERAL MANAGER  
STATE PHARMACEUTICALS CORPORATION OF SRI LANKA  
FOR CHAIRMAN DEPARTMENTAL PROCUREMENT COMMITTEE  
"MEHEWARA PIYASA", 26<sup>TH</sup> FLOOR  
NO. 41, KIRULA ROAD  
COLOMBO 5.

**TENDER NO. : DHS/P/WW/427/26**  
**DATE OF ISSUE : 26<sup>th</sup> August 2025**  
**CLOSING DATE & TIME : 7<sup>th</sup> October 2025 AT 09.00 HOURS SRI LANKA TIME**

**ORDER LIST NO. : 2026/SPC/N/C/P/00095**

| <b><u>SR No.</u></b> | <b><u>Item Description/ Specification</u></b>                                                                                                                                                                                                                                               | <b><u>Quantity</u></b> | <b><u>Delivery</u></b>                                         |
|----------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------|----------------------------------------------------------------|
| <b>00203004</b>      | <b>Glyceryl Trinitrate Sublingual spray<br/>400microgram in metered dose,200 Dose Unit</b><br><br>Glyceryl trinitrate sublingual spray 400microgram in metered dose,200 Dose unit<br><br>Note:<br>1.The shelf life of the product should be minimum of 24 months<br><br>Packing : One Spray | 12,000<br>Spray        | 6,000 Spray /<br>January 2026<br><br>6,000 Spray/<br>June 2026 |

**Representative Tender samples to be submitted for the evaluation.**

**The amount of Bid Bond: LKR 77,688.00 or USD 257.39.**

**Bid Bond should be submitted with valid up to 20.01.2026 together with the bid.**

**In the Bid Security Guarantee , the Beneficiary must be stated as "Chairman, State Pharmaceuticals Corporation"**

**Bid should be valid till 25.11.2025**

**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)**

- Amendment to the Bidding Documents for Procurement of Pharmaceuticals for the Department of Health Services of Government of Sri Lanka (Blue Book) (DPC)

Page No. 16, condition No. 23 (Payment/Letter of credit)

**23.1** (a) Foreign Component of the price will be paid direct to the principal manufacturer in foreign currency by a letter of credit opened against him.

(b) "Local Agency commission if any will be deducted from the Invoice price and paid to the local agent in local currency." **should be deleted.**

**Page No. 27 Annex II (B)**

Percentage And LKR Value Of Commission To Be Paid To The Local Agent" **should be deleted**

### **CONDITIONS OF SUPPLY**

#### **(a) Part A**

- 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.
- 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]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 (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 for the same will not be entertained.

#### **Shelf life & Warrantees.**

7. ~~In the Supply of all Non-consumables; Manufacturer or supplier or local agent shall provide a minimum 02 years warranty period or as specified in the specification, for each such item or it's sub-components supplied (through the local agent), unless otherwise agreed upon with MSD, prior t 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.~~

**(This condition is not applicable for Pharmaceuticals)**

8. Freshly manufactured stocks of the product shall be supplied; thereby the residual Shelf Life (shelf life remaining at the time of delivery of goods at the 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 equals or more than 24 months, any deficit between the residual shelf life and requested shelf , shall not be more that 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 (as clause No. 37)

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.

#### **Standards & Quality**

9. Standards; In addition to Pharmacopoeial Standards that are indicated in the item specifications other Pharmacopoeial Standards that are registered a 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 or incompatible with, 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. In respect of bulk packs (not applicable for blister/strip packs), 'DHS' mark shall be ;
  - (a). embossed or printed in case of tablets
  - (b). printed in case of capsules

Above condition can e waved off, if the quantity in the purchase order is less than 100,000 tablets/capsules(any exemptions to this condition, is notified in the relevant MS order List)
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.

***(Applicability of the innermost pack mentioned in this clause shall be adapted as per the pack specified in the specification)***
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 30 °C +/- 2 °C 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 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.

24. In respect of the products requiring controlled temperature storage (Eg. < 25 °C, 2-25 °C, 15-20 °C /30 °C, 2-8 °C etc.), supplier shall provide MSD with latest product stability study reports with the invoice of the consignment.(report shall include studies; at 30 °C +/- 2 °C & 75% +/- 5% RH for AC stored items and at 25 °C +/- 2 °C & 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.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. 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 10<sup>th</sup> January** shall be avoided, unless otherwise prior approval has been granted by MSD for such deliveries.

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 60 days 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 additional 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 number of the selected bid shall be forwarded to MSD, for using as reference samples (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 list)  
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 with 1 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](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.
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](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 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.

### **(b) Part B**

Conditions of supply specifically applicable for the order list (with SR)

### **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 (m<sup>3</sup>).
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.
18. Supplier should start manufacturing only when the Letter of Credit is issued, unless SPC informed to start manufacturing prior to establishing Letter of Credit.

19. In case of an offer of product not registered with NMRA, bidders should submit documents in the annexure 1 (checklist for WOR) along with the offer to consider under exceptional circumstances.

**Checklist for Waiver of Registration,**

- Certificate of Analysis (COA) of the relevant product
- Certificate of Pharmaceutical Product
- Label of the Product
- Product Information Leaflet (PIL)
- Pro-forma Invoice.

In the event of an award of an un registered product, SPC will apply for a WOR from NMRA and the supplier shall submit corresponding samples of the product; upon the demand of SPC; for onward submission to NMRA.

However, NMRA may request for additional information/documentation to consider allowing the WOR and the suppliers may refer the official website of NMRA ([www.nmra.gov.lk](http://www.nmra.gov.lk)) for more details on the documentation required.

The payment due to NMRA for issuance of WOR; shall be borne by the supplier/Local Agent.

20. A copy of the product registration Certificate issued by the NMRA, Certified by an Attorney-at-Law.

21. The Original Letter of Authorization issued by the manufacturer, or a copy certified by an Attorney-at-Law

Please refer Global Bid Document

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



# PROCUREMENT NOTICE - GLOBAL

## STATE PHARMACEUTICALS CORPORATION OF SRI LANKA

The Chairman, Procurement Committee of the State Pharmaceuticals Corporation of Sri Lanka will receive sealed bids for supply of following items to the Department of Health Services for year 2026.

| Bid Number      | Closing Date & Time     | Item Description                                                 | Date of issue of Bidding Documents from | Non-refundable Bid Fee |
|-----------------|-------------------------|------------------------------------------------------------------|-----------------------------------------|------------------------|
| DHS/P/WW/432/26 | 07.10.2025 at 9.00 a.m. | 18,000 Tablets of Lecucovorin Calcium (Folinic Acid) Tablet 15mg | 26.08.2025                              | Rs. 3,000/= + 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 at the Head Office of the State Pharmaceuticals Corporation of Sri Lanka, "Mehewara Piyasa", 16<sup>th</sup> Floor, No. 41, Kirula Road, Colombo 5. These could be purchased on cash payment of a non-refundable Bid Fee per set as mentioned above. Offers received without enclosing original payment receipt are liable to be rejected.

Wherever applicable 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 Administration Department of the State Pharmaceuticals Corporation at "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 authorized 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 DEPARTMENTAL PROCUREMENT COMMITTEE  
STATE PHARMACEUTICALS CORPORATION OF SRI LANKA  
"MEHEWARA PIYASA", 16<sup>TH</sup> FLOOR  
NO. 41, KIRULA ROAD  
COLOMBO 5.  
SRI LANKA.

FAX : 00 94-11- 2344082  
TELEPHONE : 00 94-11- 2326227  
E-MAIL : [pharma.manager@spc.lk](mailto:pharma.manager@spc.lk)

GENERAL MANAGER  
STATE PHARMACEUTICALS CORPORATION OF SRI LANKA  
FOR CHAIRMAN DEPARTMENTAL PROCUREMENT COMMITTEE  
"MEHEWARA PIYASA", 26<sup>TH</sup> FLOOR  
NO. 41, KIRULA ROAD  
COLOMBO 5.

**ANNEX-1**

**TENDER NO. : DHS/P/WW/432/26**  
**DATE OF ISSUE : 26<sup>th</sup> August 2025**  
**CLOSING DATE & TIME : 7<sup>th</sup> October 2025 AT 09.00 HOURS SRI LANKA TIME**

**ORDER LIST NO. : 2026/SPC/N/R/P/00055**

| <b><u>SR No.</u></b> | <b><u>Item Description/ Specification</u></b>                                                                                                                                                                                                                                               | <b><u>Quantity</u></b> | <b><u>Delivery</u></b>                                            |
|----------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------|-------------------------------------------------------------------|
| 01202801             | <b>Leucovorin Calcium (Folinic Acid) Tablet 15mg</b><br><br>Leucovorin Calcium (Folinic Acid) Tablet USP 15mg<br>Each tablet to contain 15mg of Leucovorin Calcium USP.<br><br>Note: 01.The shelf life of the product should be minimum of 24 months.<br><br>Packing : 10 Tablets in a Pack | 18,000 Tablets         | 9,000 Tablets/<br>January 2026<br><br>9,000 Tablets/<br>June 2026 |

**Representative Tender samples to be submitted for the evaluation.**

**The amount of Bid Bond: LKR 114,596.00 or USD 379.67.**

**Bid Bond should be submitted with valid up to 17.02.2026 together with the bid.**

**In the Bid Security Guarantee, the Beneficiary must be stated as "Chairman, State Pharmaceuticals Corporation"**

**Bid should be valid till 23.12.2025.**

**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)**

- Amendment to the Bidding Documents for Procurement of Pharmaceuticals for the Department of Health Services of Government of Sri Lanka (Blue Book) (DPC)

Page No. 16, condition No. 23 (Payment/Letter of credit)

**23.1** (a) Foreign Component of the price will be paid direct to the principal manufacturer in foreign currency by a letter of credit opened against him.

(b) "Local Agency commission if any will be deducted from the Invoice price and paid to the local agent in local currency." **should be deleted.**

**Page No. 27 Annex II (B)**

Percentage And LKR Value Of Commission To Be Paid To The Local Agent" **should be deleted**

**CONDITIONS OF SUPPLY**

**(a) Part A**

- 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]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 (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 for the same will not be entertained.** when there are product's offered in compliance with the tender specification

#### **Shelf life & Warrantees.**

7. In respect of Non consumable; laboratory items and surgical items; Manufacturer or supplier or local agent shall provide a warranty for a period, not less than as specified in the specification of the item and/or it's sub components/articles supplied (eg. Special Instrument sets), unless otherwise agreed upon prior to awarding the tender.

The supplier's invoice shall indicate, the validity period of the warrantee from the date of receiving goods as MSD and a warrantee card with all details, including the local contact details of warrantee services provider, shall also be inserted in each individual pack.

Foreign supplier of all such items shall have their own local agent in Sri Lanka, capable of providing technical support, repairs & spares, when necessary. **(This clause No. 07 is not applicable for all Pharmaceuticals and all Consumable Surgical & Laboratory items)**

8. Freshly manufactured stocks of the product shall be supplied; thereby the residual Shelf Life (shelf life remaining at the time of delivery of goods at the MSD stores/ Sri Lanka) of the product, shall be 85% of the product shelf life specified in the 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 consumable surgical items (shelf life is not applicable for surgical non-consumables) 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, Director/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 (as clause No. 37 and footnote 01).

### **Standards & Quality**

9. Standards; In respect of all Pharmaceutical products supplied, shall comply Pharmacopoeial Standards that are indicated in the item specifications, other Pharmacopoeial Standards accepted in the product registration by the National Medicines Regulatory Authority.
10. As per the product registration dossier approved by NMRA, the product information leaflet (PIL) for the Pharmaceutical items and the user manual/ instruction pamphlet for surgical items, 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 or incompatible with, 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. In respect of bulk packs (not applicable for blister/strip packs), 'DHS' mark shall be ;
- embossed or printed in case of tablets
  - printed in case of capsules

Above condition can be waved off, if the quantity in the purchase order is less than 100,000 tablets/capsules, with deliveries in one/more lots **or** when an exemption is notified in the Conditions of the relevant MSD order list. **(This clause No. 16 is not applicable for consumable and Non consumable surgical and Laboratory 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 (not applicable for Surgical Non-consumables) 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 30 °C +/- 2 °C 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;

- 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.
- 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 consignments** 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.
24. In respect of the products requiring controlled temperature storage (Eg. < 25 °C, 2-25 °C, 15-20 °C /30 °C, 2-8 °C etc.), supplier shall provide MSD with latest product stability study reports with the invoice of the consignment.(report shall include studies; at 30 °C +/- 2 °C & 75% +/- 5% RH for AC stored items and at 25 °C +/- 2 °C & 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.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. 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.
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 60 days 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 additional 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 Product artwork or dimensional detail diagrams, product Catalogs and Catalog No's as necessary for the surgical items (**not relevant to Pharmaceutical & Laboratory items**), shall be provided with the bid document, for reference in the ; tender evaluation by SPC, ascertaining (before awarding) user acceptance of deviations from the spec by MSD and inspecting the consignments delivered to MSD.

The artwork of the; specimen labels, minimum pack and outer most box/shipper carton, that satisfies the above mentioned labeling conditions, shall also be provided before signing the contract with the performance bond.

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](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.
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](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 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.

**(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 & S.R. No.s, shall be indicated separately against each clause of SOC, with the counter signature of Director (MSD) to make it effective.

**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 (m<sup>3</sup>).
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.
18. Supplier should start manufacturing only when the Letter of Credit is issued, unless SPC informed to start manufacturing prior to establishing Letter of Credit.
19. In case of an offer of product not registered with NMRA, bidders should submit documents in the annexure 1 (checklist for WOR) along with the offer to consider under exceptional circumstances.

**Checklist for Waiver of Registration,**

- Certificate of Analysis (COA) of the relevant product
- Certificate of Pharmaceutical Product
- Label of the Product
- Product Information Leaflet (PIL)
- Pro-forma Invoice.

In the event of an award of an un registered product, SPC will apply for a WOR from NMRA and the supplier shall submit corresponding samples of the product; upon the demand of SPC; for onward submission to NMRA.

However, NMRA may request for additional information/documentation to consider allowing the WOR and the suppliers may refer the official website of NMRA ([www.nmra.gov.lk](http://www.nmra.gov.lk)) for more details on the documentation required.

The payment due to NMRA for issuance of WOR; shall be borne by the supplier/Local Agent.

20. A copy of the product registration Certificate issued by the NMRA, Certified by an Attorney-at-Law.
21. The Original Letter of Authorization issued by the manufacturer, or a copy certified by an Attorney- at -Law
22. A Certified copy of Power of Attorney registered at Registrar General's Department by an Attorney at low.

Please refer Global Bid Document

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



# PROCUREMENT NOTICE - GLOBAL

## STATE PHARMACEUTICALS CORPORATION OF SRI LANKA

The Chairman, Procurement Committee of the State Pharmaceuticals Corporation of Sri Lanka will receive sealed bids for supply of following items to the Department of Health Services for year 2026.

| Bid Number      | Closing Date & Time     | Item Description                                        | Date of issue of Bidding Documents from | Non-refundable Bid Fee |
|-----------------|-------------------------|---------------------------------------------------------|-----------------------------------------|------------------------|
| DHS/P/WW/431/26 | 07.10.2025 at 9.00 a.m. | 11,000 Devices of Mask to compatible with spacer device | 26.08.2025                              | Rs. 3,000/= + 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 at the Head Office of the State Pharmaceuticals Corporation of Sri Lanka, "Mehewara Piyasa", 16<sup>th</sup> Floor, No. 41, Kirula Road, Colombo 5. These could be purchased on cash payment of a non-refundable Bid Fee per set as mentioned above. Offers received without enclosing original payment receipt are liable to be rejected.

Wherever applicable 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 Administration Department of the State Pharmaceuticals Corporation at "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 authorized 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 DEPARTMENTAL PROCUREMENT COMMITTEE  
STATE PHARMACEUTICALS CORPORATION OF SRI LANKA  
"MEHEWARA PIYASA", 16<sup>TH</sup> FLOOR  
NO. 41, KIRULA ROAD  
COLOMBO 5.  
SRI LANKA.

FAX : 00 94-11- 2344082  
TELEPHONE : 00 94-11- 2326227  
E-MAIL : [pharma.manager@spc.lk](mailto:pharma.manager@spc.lk)

GENERAL MANAGER  
STATE PHARMACEUTICALS CORPORATION OF SRI LANKA  
FOR CHAIRMAN DEPARTMENTAL PROCUREMENT COMMITTEE  
"MEHEWARA PIYASA", 26<sup>TH</sup> FLOOR  
NO. 41, KIRULA ROAD  
COLOMBO 5.

**TENDER NO. : DHS/P/WW/431/26**  
**DATE OF ISSUE : 26<sup>th</sup> August 2025**  
**CLOSING DATE & TIME : 7<sup>th</sup> October 2025 AT 09.00 HOURS SRI LANKA TIME**

**ORDER LIST NO. : 2026/SPC/N/R/P/00022**

| <b><u>SR No.</u></b> | <b><u>Item Description/ Specification</u></b>                                                                     | <b><u>Quantity</u></b> | <b><u>Delivery</u></b>                                        |
|----------------------|-------------------------------------------------------------------------------------------------------------------|------------------------|---------------------------------------------------------------|
| 00502001             | <b>Mask to compatible with Spacer device</b><br><br>Soft silicone material mask to compatible with spacer device. | 11,000<br>Dev.         | 5,500 Dev./<br>January 2026<br><br>5,500 Dev./<br>August 2026 |

**Representative Tender samples to be submitted for the evaluation.**

**The amount of Bid Bond: LKR 102,168.00 or USD 338.48.**

**Bid Bond should be submitted with valid up to 17.02.2026 together with the bid.**

**In the Bid Security Guarantee , the Beneficiary must be stated as "Chairman, State Pharmaceuticals Corporation"**

**Bid should be valid till 23.12.2025.**

**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)**

- Amendment to the Bidding Documents for Procurement of Pharmaceuticals for the Department of Health Services of Government of Sri Lanka (Blue Book) (DPC)

Page No. 16, condition No. 23 (Payment/Letter of credit)

**23.1** (a) Foreign Component of the price will be paid direct to the principal manufacture in foreign currency by a letter of credit opened against him.

(b) "Local Agency commission if any will be deducted from the Invoice price and paid to the local agent in local currency." **should be deleted.**

**Page No. 27 Annex II (B)**

Percentage And LKR Value Of Commission To Be Paid To The Local Agent" **should be deleted**

### **CONDITIONS OF SUPPLY**

#### **(a) Part A**

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]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 (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 for the same will not be entertained.

#### **Shelf life & Warrantees.**

7. ~~In the Supply of all Non consumables; Manufacturer or supplier or local agent shall provide a minimum 02 years warranty period or as specified in the specification, for each such item or it's sub components supplied (through the local agent), unless otherwise agreed upon with MSD, prior t 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.~~

**(This condition is not applicable for Pharmaceuticals)**

8. Freshly manufactured stocks of the product shall be supplied; thereby the residual Shelf Life (shelf life remaining at the time of delivery of goods at the 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 equals or more than 24 months, any deficit between the residual shelf life and requested shelf , shall not be more that 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 (as clause No. 37)

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.

#### **Standards & Quality**

9. Standards; In addition to Pharmacopoeial Standards that are indicated in the item specifications other Pharmacopoeial Standards that are registered a 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 or incompatible with, 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. In respect of bulk packs (not applicable for blister/strip packs), 'DHS' mark shall be ;
  - (a). embossed or printed in case of tablets
  - (b). printed in case of capsules

Above condition can be waived off, if the quantity in the purchase order is less than 100,000 tablets/capsules (any exemptions to this condition, is notified in the relevant MS order List)
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.

***(Applicability of the innermost pack mentioned in this clause shall be adapted as per the pack specified in the specification)***
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 30 °C +/- 2 °C 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 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.
24. In respect of the products requiring controlled temperature storage (Eg. < 25 °C, 2-25 °C, 15-20 °C /30 °C, 2-8 °C etc.), supplier shall provide MSD with latest product stability study reports with the invoice of the consignment.(report shall include studies; at 30 °C +/- 2 °C & 75% +/- 5% RH for AC stored items and at 25 °C +/- 2 °C & 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.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. 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.
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 60 days 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 additional 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 number of the selected bid shall be forwarded to MSD, for using as reference samples (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 list)  
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 with 1 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](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.
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](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 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.

### **(b) Part B**

Conditions of supply specifically applicable for the order list (with SR)

### **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 (m<sup>3</sup>).
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 contract 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.
18. Supplier should start manufacturing only when the Letter of Credit is issued, unless SPC informed to start manufacturing prior to establishing Letter of Credit.

19. In case of an offer of product not registered with NMRA, bidders should submit documents in the annexure 1 (checklist for WOR) along with the offer to consider under exceptional circumstances.

**Checklist for Waiver of Registration,**

- Certificate of Analysis (COA) of the relevant product
- Certificate of Pharmaceutical Product
- Label of the Product
- Product Information Leaflet (PIL)
- Pro-forma Invoice.

In the event of an award of an un registered product, SPC will apply for a WOR from NMRA and the supplier shall submit corresponding samples of the product; upon the demand of SPC; for onward submission to NMRA.

However, NMRA may request for additional information/documentation to consider allowing the WOR and the suppliers may refer the official website of NMRA ([www.nmra.gov.lk](http://www.nmra.gov.lk)) for more details on the documentation required.

The payment due to NMRA for issuance of WOR; shall be borne by the supplier/Local Agent.

20. A copy of the product registration Certificate issued by the NMRA, Certified by an Attorney-at-Law.

21. The Original Letter of Authorization issued by the manufacturer, or a copy certified by an Attorney-at-Law

Please refer Global Bid Document

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



# PROCUREMENT NOTICE - GLOBAL

## STATE PHARMACEUTICALS CORPORATION OF SRI LANKA

The Chairman, Procurement Committee of the State Pharmaceuticals Corporation of Sri Lanka will receive sealed bids for supply of following items to the Department of Health Services for year 2026.

| Bid Number      | Closing Date & Time     | Item Description                                     | Date of issue of Bidding Documents from | Non-refundable Bid Fee |
|-----------------|-------------------------|------------------------------------------------------|-----------------------------------------|------------------------|
| DHS/P/WW/430/26 | 07.10.2025 at 9.00 a.m. | 130,000 vials of Cefotaxime for Injection 500mg vial | 26.08.2025                              | Rs. 12,500/= + 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 at the Head Office of the State Pharmaceuticals Corporation of Sri Lanka, "Mehewara Piyasa", 16<sup>th</sup> Floor, No. 41, Kirula Road, Colombo 5. These could be purchased on cash payment of a non-refundable Bid Fee per set as mentioned above. Offers received without enclosing original payment receipt are liable to be rejected.

Wherever applicable 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 Administration Department of the State Pharmaceuticals Corporation at "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 authorized 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 DEPARTMENTAL PROCUREMENT COMMITTEE  
STATE PHARMACEUTICALS CORPORATION OF SRI LANKA  
"MEHEWARA PIYASA", 16<sup>TH</sup> FLOOR  
NO. 41, KIRULA ROAD  
COLOMBO 5.  
SRI LANKA.

FAX : 00 94-11- 2344082  
TELEPHONE : 00 94-11- 2326227  
E-MAIL : [pharma.manager@spc.lk](mailto:pharma.manager@spc.lk)

GENERAL MANAGER  
STATE PHARMACEUTICALS CORPORATION OF SRI LANKA  
FOR CHAIRMAN DEPARTMENTAL PROCUREMENT COMMITTEE  
"MEHEWARA PIYASA", 26<sup>TH</sup> FLOOR  
NO. 41, KIRULA ROAD  
COLOMBO 5.

**ANNEX-1**

**TENDER NO. : DHS/P/WW/430/26**  
**DATE OF ISSUE : 26<sup>th</sup> August 2025**  
**CLOSING DATE & TIME : 07<sup>th</sup> October 2025 AT 09.00 HOURS SRI LANKA TIME**

**ORDER LIST NO. : 2026/SPC/N/R/P/00011**

| <b><u>SR No.</u></b> | <b><u>Item Description/ Specification</u></b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | <b><u>Quantity</u></b> | <b><u>Delivery</u></b>        |
|----------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------|-------------------------------|
| 00101503             | <p><b>Cefotaxime for Injection 500mg vial</b></p> <p>Cefotaxime Sodium for Injection BP 500mg<br/>OR<br/>Cefotaxime for Injection USP 500mg<br/>Each 500mg vial to contain sterile Cefotaxime Sodium BP/USP equivalent to 500mg of Cefotaxime as sterile dry powder for reconstitution with Water for Injection BP/USP for intramuscular and intravenous use.</p> <p>Note:<br/>1.This injection should be stable for minimum of 24 months when stored at a temperature range of 28'C-32'C.<br/>2.Powder should protect from light to maintain stability.<br/>3.Each vial should be labelled accordingly.<br/>4.Pakaging: Individually packed in cardbord boxes with a leaflet inside each cardboard box.</p> <p><b>Packing : 10 vials in a Pack</b></p> | 130,000 vials          | 130,000 vials /<br>March 2026 |

**Representative Tender samples to be submitted for the evaluation.**

**The amount of Bid Bond: LKR 634,946.00 or USD 2,103.60.**

**Bid Bond should be submitted with valid up to 03.03.2026 together with the bid. In the Bid Security Guarantee , the Beneficiary must be stated as "Chairman, State Pharmaceuticals Corporation"**

**Bid should be valid till 06.01.2026.**

**Non refundable Bid Fee Rs. 12,500/= + 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)**

- Amendment to the Bidding Documents for Procurement of Pharmaceuticals for the Department of Health Services of Government of Sri Lanka (Blue Book) (DPC)

Page No. 16, condition No. 23 (Payment/Letter of credit)

**23.1** (a) Foreign Component of the price will be pad direct to the principal manufacture in foreign currency by a letter of credit opened against him.

(b) "Local Agency commission if any will be deducted from the Invoice price and paid to the local agent in local currency." **should be deleted.**

**Page No. 27 Annex II (B)**

Percentage And LKR Value Of Commission To Be Paid To The Local Agent" **should be deleted**

## **CONDITIONS OF SUPPLY**

### **(a) Part A**

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]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 (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 for the same will not be entertained.** when there are product's offered in compliance with the tender specification

### **Shelf life & Warrantees.**

7. In respect of Non consumable; laboratory items and surgical items; Manufacturer or supplier or local agent shall provide a warranty for a period, not less than as specified in the specification of the item and/or it's sub components/articles supplied (eg. Special Instrument sets), unless otherwise agreed upon prior to awarding the tender.

The supplier's invoice shall indicate, the validity period of the warrantee from the date of receiving goods as MSD and a warrantee card with all details, including the local contact details of warrantee services provider, shall also be inserted in each individual pack.

Foreign supplier of all such items shall have their own local agent in Sri Lanka, capable of providing technical support, repairs & spares, when necessary. **(This clause No. 07 is not applicable for all Pharmaceuticals and all Consumable Surgical & Laboratory items)**

8. Freshly manufactured stocks of the product shall be supplied; thereby the residual Shelf Life (shelf life remaining at the time of delivery of goods at the MSD stores/ Sri Lanka) of the product, shall be 85% of the product shelf life specified in the 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 consumable surgical items (shelf life is not applicable for surgical non-consumables) 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, Director/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 (as clause No. 37 and footnote 01).

### **Standards & Quality**

9. Standards; In respect of all Pharmaceutical products supplied, shall comply Pharmacopoeial Standards that are indicated in the item specifications, other Pharmacopoeial Standards accepted in the product registration by the National Medicines Regulatory Authority.
10. As per the product registration dossier approved by NMRA, the product information leaflet (PIL) for the Pharmaceutical items and the user manual/ instruction pamphlet for surgical items, 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 or incompatible with, 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. In respect of bulk packs (not applicable for blister/strip packs), 'DHS' mark shall be ;  
(a). embossed or printed in case of tablets  
(b). printed in case of capsules

Above condition can be waved off, if the quantity in the purchase order is less than 100,000 tablets/capsules, with deliveries in one/more lots **or** when an exemption is notified in the Conditions of the relevant MSD order list. **(This clause No. 16 is not applicable for consumable and Non consumable surgical and Laboratory 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 (not applicable for Surgical Non-consumables) 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 30 °C +/- 2 °C 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 consignments** 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.
24. In respect of the products requiring controlled temperature storage (Eg. < 25 °C, 2-25 °C, 15-20 °C /30 °C, 2-8 °C etc.), supplier shall provide MSD with latest product stability study reports with the invoice of the consignment.(report shall include studies; at 30 °C +/- 2 °C & 75% +/- 5% RH for AC stored items and at 25 °C +/- 2 °C & 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.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. 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 10<sup>th</sup> January** shall be avoided, unless otherwise prior approval has been granted by MSD for such deliveries.

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 60 days 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 additional 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 Product artwork or dimensional detail diagrams, product Catalogs and Catalog No's as necessary for the surgical items (**not relevant to Pharmaceutical & Laboratory items**), shall be provided with the bid document, for reference in the ; tender evaluation by SPC, ascertaining (before awarding) user acceptance of deviations from the spec by MSD and inspecting the consignments delivered to MSD.

The artwork of the; specimen labels, minimum pack and outer most box/shipper carton, that satisfies the above mentioned labeling conditions, shall also be provided before signing the contract with the performance bond.

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](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.
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](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 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.

### **(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 & S.R. No.s, shall be indicated separately against each clause of SOC, with the counter signature of Director (MSD) to make it effective.

### **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 (m<sup>3</sup>).

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 contract 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.

18. Supplier should start manufacturing only when the Letter of Credit is issued, unless SPC informed to start manufacturing prior to establishing Letter of Credit.

19. In case of an offer of product not registered with NMRA, bidders should submit documents in the annexure 1 (checklist for WOR) along with the offer to consider under exceptional circumstances.

**Checklist for Waiver of Registration,**

- Certificate of Analysis (COA) of the relevant product
- Certificate of Pharmaceutical Product
- Label of the Product
- Product Information Leaflet (PIL)
- Pro-forma Invoice.

In the event of an award of an un registered product, SPC will apply for a WOR from NMRA and the supplier shall submit corresponding samples of the product; upon the demand of SPC; for onward submission to NMRA.

However, NMRA may request for additional information/documentation to consider allowing the WOR and the suppliers may refer the official website of NMRA ([www.nmra.gov.lk](http://www.nmra.gov.lk)) for more details on the documentation required.

The payment due to NMRA for issuance of WOR; shall be borne by the supplier/Local Agent.

20. A copy of the product registration Certificate issued by the NMRA, Certified by an Attorney-at-Law.
21. The Original Letter of Authorization issued by the manufacturer, or a copy certified by an Attorney- at -Law
22. A Certified copy of Power of Attorney registered at Registrar General's Department by an Attorney at low.

Please refer Global Bid Document

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



# PROCUREMENT NOTICE - GLOBAL

## STATE PHARMACEUTICALS CORPORATION OF SRI LANKA

The Chairman, Procurement Committee of the State Pharmaceuticals Corporation of Sri Lanka will receive sealed bids for supply of following items to the Department of Health Services for year 2026.

| Bid Number      | Closing Date & Time     | Item Description                          | Date of issue of Bidding Documents from | Non-refundable Bid Fee |
|-----------------|-------------------------|-------------------------------------------|-----------------------------------------|------------------------|
| DHS/P/WW/435/26 | 07.10.2025 at 9.00 a.m. | 156,000 Tablets of Pazopanib Tablet 200mg | 26.08.2025                              | Rs. 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 at the Head Office of the State Pharmaceuticals Corporation of Sri Lanka, "Mehewara Piyasa", 16<sup>th</sup> Floor, No. 41, Kirula Road, Colombo 5. These could be purchased on cash payment of a non-refundable Bid Fee per set as mentioned above. Offers received without enclosing original payment receipt are liable to be rejected.

Wherever applicable 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 Administration Department of the State Pharmaceuticals Corporation at "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 authorized 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 DEPARTMENTAL PROCUREMENT COMMITTEE  
STATE PHARMACEUTICALS CORPORATION OF SRI LANKA  
"MEHEWARA PIYASA", 16<sup>TH</sup> FLOOR  
NO. 41, KIRULA ROAD  
COLOMBO 5.  
SRI LANKA.

FAX : 00 94-11- 2344082  
TELEPHONE : 00 94-11- 2326227  
E-MAIL : [pharma.manager@spc.lk](mailto:pharma.manager@spc.lk)

GENERAL MANAGER  
STATE PHARMACEUTICALS CORPORATION OF SRI LANKA  
FOR CHAIRMAN DEPARTMENTAL PROCUREMENT COMMITTEE  
"MEHEWARA PIYASA", 26<sup>TH</sup> FLOOR  
NO. 41, KIRULA ROAD  
COLOMBO 5.

**ANNEX-1**

**TENDER NO. : DHS/P/WW/435/26**  
**DATE OF ISSUE : 26<sup>th</sup> August 2025**  
**CLOSING DATE & TIME : 7<sup>th</sup> October 2025 AT 09.00 HOURS SRI LANKA TIME**

**ORDER LIST NO. : 2026/SPC/N/C/P/00086**

| <b><u>SR No.</u></b> | <b><u>Item Description/ Specification</u></b>                                                                                                                                                                                                           | <b><u>Quantity</u></b> | <b><u>Delivery</u></b>                                             |
|----------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------|--------------------------------------------------------------------|
| 01208101             | <b>Pazopanib Tablet 200mg</b><br><br>Pazopanib tablet 200mg<br>Each tablet to contain 200 mg Pazopanib (as hydrochloride)<br><br>Note: 01.The shelf life of the product should be minimum of 24 months.<br><br><b>Packing : 10 Tablets in a Blister</b> | 156,000 Tablets        | 78,000 Tablets/<br>January 2026<br><br>78,000 Tablets/<br>May 2026 |

**Representative Tender samples to be submitted for the evaluation.**

**The amount of Bid Bond: LKR 4,416,454.00 or USD 14,631.89.**

**Bid Bond should be submitted with valid up to 03.03.2026 together with the bid.**

**In the Bid Security Guarantee , the Beneficiary must be stated as "Chairman, State Pharmaceuticals Corporation"**

**Bid should be valid till 06.01.2026.**

**Non refundable Bid Fee Rs. 60,000/= + 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)**

- Amendment to the Bidding Documents for Procurement of Pharmaceuticals for the Department of Health Services of Government of Sri Lanka (Blue Book) (DPC)

Page No. 16, condition No. 23 (Payment/Letter of credit)

**23.1** (a) Foreign Component of the price will be paid direct to the principal manufacturer in foreign currency by a letter of credit opened against him.

(b) "Local Agency commission if any will be deducted from the Invoice price and paid to the local agent in local currency." **should be deleted.**

**Page No. 27 Annex II (B)**

Percentage And LKR Value Of Commission To Be Paid To The Local Agent" **should be deleted**

**CONDITIONS OF SUPPLY**

**(a) Part A**

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]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 (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 for the same will not be entertained.

#### **Shelf life & Warrantees.**

7. ~~In the Supply of all Non consumables; Manufacturer or supplier or local agent shall provide a minimum 02 years warranty period or as specified in the specification, for each such item or it's sub components supplied (through the local agent), unless otherwise agreed upon with MSD, prior t 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.~~

**(This condition is not applicable for Pharmaceuticals)**

8. Freshly manufactured stocks of the product shall be supplied; thereby the residual Shelf Life (shelf life remaining at the time of delivery of goods at the 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 equals or more than 24 months, any deficit between the residual shelf life and requested shelf , shall not be more that 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 (as clause No. 37)

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.

#### **Standards & Quality**

9. Standards; In addition to Pharmacopoeial Standards that are indicated in the item specifications other Pharmacopoeial Standards that are registered a 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 or incompatible with, 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. In respect of bulk packs (not applicable for blister/strip packs), 'DHS' mark shall be ;
  - (a). embossed or printed in case of tablets
  - (b). printed in case of capsules

Above condition can be waved off, if the quantity in the purchase order is less than 100,000 tablets/capsules(any exemptions to this condition, is notified in the relevant MS order List)
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.

***(Applicability of the innermost pack mentioned in this clause shall be adapted as per the pack specified in the specification)***

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 30 °C +/- 2 °C 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 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.
24. In respect of the products requiring controlled temperature storage (Eg. < 25 °C, 2-25 °C, 15-20 °C /30 °C, 2-8 °C etc.), supplier shall provide MSD with latest product stability study reports with the invoice of the consignment.(report shall include studies; at 30 °C +/- 2 °C & 75% +/- 5% RH for AC stored items and at 25 °C +/- 2 °C & 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.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. 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 10<sup>th</sup> January** shall be avoided, unless otherwise prior approval has been granted by MSD for such deliveries.
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 60 days 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 additional 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 number of the selected bid shall be forwarded to MSD, for using as reference samples (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 list)  
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 with 1 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](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.
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](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 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.

### **(b) Part B**

Conditions of supply specifically applicable for the order list (with SR)

### **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 (m<sup>3</sup>).
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.
18. Supplier should start manufacturing only when the Letter of Credit is issued, unless SPC informed to start manufacturing prior to establishing Letter of Credit.
19. In case of an offer of product not registered with NMRA, bidders should submit documents in the annexure 1 (checklist for WOR) along with the offer to consider under exceptional circumstances.

**Checklist for Waiver of Registration,**

- Certificate of Analysis (COA) of the relevant product
- Certificate of Pharmaceutical Product
- Label of the Product
- Product Information Leaflet (PIL)
- Pro-forma Invoice.

In the event of an award of an un registered product, SPC will apply for a WOR from NMRA and the supplier shall submit corresponding samples of the product; upon the demand of SPC; for onward submission to NMRA.

However, NMRA may request for additional information/documentation to consider allowing the WOR and the suppliers may refer the official website of NMRA ([www.nmra.gov.lk](http://www.nmra.gov.lk)) for more details on the documentation required.

The payment due to NMRA for issuance of WOR; shall be borne by the supplier/Local Agent.

20. A copy of the product registration Certificate issued by the NMRA, Certified by an Attorney-at-Law.
21. The Original Letter of Authorization issued by the manufacturer, or a copy certified by an Attorney-at-Law

Please refer Global Bid Document

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



Ministry of Fisheries, Aquatic and Ocean Resources  
Ceylon Fishery Harbours Corporation



Request for Project Proposals (EOI) to Obtain  
Private Sector Participation for Businesses Related to  
Fishery Harbours and Anchorages  
CFHC/PD/EOI/2025/01

The Chairman of the Procurement Committee for selection of project proposals (expression of interest), on behalf of the Ceylon Fishery Harbours Corporation, invites sealed Expression of Interests (EOI) from eligible and qualified local and foreign institutions/investors for the following proposed investments, to initiate public-private partnership investments in the fishery harbours and anchorages owned and managed by the Ceylon Fishery Harbours Corporation. Relevant details are provided below.

| SN | Proposed Private Sector Investments                                                                          |                                                                                                                                                                                                                 | Fishery Harbours                                                                                                                                                                                                                                                                                                                                                                       |
|----|--------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 02 | Development and operation of fish processing plants, ice plants, cold rooms other infrastructure facilities. | Maintaining and operating the buildings and resources already constructed in the relevant harbours, as well as using the vacant land in the harbours for maintenance, and for new construction and maintenance. | <ul style="list-style-type: none"><li>Dikowita Fishery harbour</li><li>Panadura Fishery harbour</li><li>Hikkaduwa Fishery harbour</li><li>Mirissa Fishery harbour</li><li>Mylliddi Fishery harbour</li><li>Oluwil Fishery harbour</li></ul>                                                                                                                                            |
| 04 | Development and operation of Restaurants & Floating Restaurants facilities.                                  | Investing in the construction and maintenance of facilities.                                                                                                                                                    | <ul style="list-style-type: none"><li>Dodanduwa Fishery Habrour</li><li>Hikkaduwa Fishery Harbour</li><li>Mirissa Fishery Harbour</li><li>Puranawella Fishery Habrour</li><li>Nilwella Fishery harbour</li><li>Kirinda Fishery harbour</li><li>Chilaw Fishery Habrour</li><li>Wellamankara Fishery harbour</li><li>Oluwil Fishery harbour</li><li>Kalamatiya Fishery Habrour</li></ul> |
| 05 | Development and operation of Hotels and Accommodation facilities.                                            | Investing according to the proposed construction plan, without disrupting harbour operations.                                                                                                                   | <ul style="list-style-type: none"><li>Oluwil Fishery Harbour</li><li>Kalamatiya Fishery Habrour</li><li>Codbay Fishery Harbour</li></ul>                                                                                                                                                                                                                                               |
| 06 | Equipment Services required for Fishermen in Fishery Harbours                                                | RO Plants, Gas storage facilities, Retail stores for essential goods, including salt, Retail stores for fishing gear and equipment                                                                              | <ul style="list-style-type: none"><li>Dikowita Fishery harbour</li><li>Galle Fishery Harbour</li><li>Kudawella Fishery Harbour</li><li>Tangalle Fishery harbour</li><li>Chilaw Fishery Habrour</li><li>Valachchanai Fishery Harbour</li><li>Ambalangoda Fishery harbour</li><li>Codbay Fishery harbour</li></ul>                                                                       |

Interested and qualified institutions/investors or their nominated representatives can obtain the project proposal from the head office of the Ceylon Fishery Harbours Corporation by submitting a written request and paying a non-refundable fee of **Rs.1,000.00** on working days from **25.08.2025**, to **25.09.2025**, between **9:00 am** and **3:00 pm**.

The project proposal which is duly signed and sealed with the official rubber stamp should be enclosed in an envelope with the name and number of the proposed investment written on the top left corner, as mentioned in the relevant procurement notice and can be sent by registered post to the address below or placed in the tender box at the Procurement Division of the Ceylon Fishery Harbours Corporation Head Office. It must be received on or before **2:00 pm** on **26.09.2025**.

The formally completed project proposals will be opened at the Procurement Division immediately after **2:00 pm** on **26.09.2025**, in the presence of the institutions/investors or their representatives. Project proposals received after **26.09.2025** at **2:00 pm** will be rejected and returned without open. The Procurement Committee reserves the right to accept or reject the relevant project proposals in whole or in part.

Interested institutions/investors can obtain further information via contacting Actg. Procurement Manager (**0112-525063**).

Chairman,  
Ceylon Fishery Harbours Corporation,  
No. 15, Rock House Lane, Colombo 15.



# PROCUREMENT NOTICE - GLOBAL

## STATE PHARMACEUTICALS CORPORATION OF SRI LANKA

The Chairman, Procurement Committee of the State Pharmaceuticals Corporation of Sri Lanka will receive sealed bids for supply of following items to the Department of Health Services for year 2026.

| Bid Number      | Closing Date & Time     | Item Description                               | Date of issue of Bidding Documents from | Non-refundable Bid Fee |
|-----------------|-------------------------|------------------------------------------------|-----------------------------------------|------------------------|
| DHS/P/WW/434/26 | 07.10.2025 at 9.00 a.m. | 250,000 Tablets of Nalidixic Acid Tablet 500mg | 26.08.2025                              | Rs. 3,000/= + 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 at the Head Office of the State Pharmaceuticals Corporation of Sri Lanka, "Mehewara Piyasa", 16<sup>th</sup> Floor, No. 41, Kirula Road, Colombo 5. These could be purchased on cash payment of a non-refundable Bid Fee per set as mentioned above. Offers received without enclosing original payment receipt are liable to be rejected.

Wherever applicable 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 Administration Department of the State Pharmaceuticals Corporation at "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 authorized 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 DEPARTMENTAL PROCUREMENT COMMITTEE  
STATE PHARMACEUTICALS CORPORATION OF SRI LANKA  
"MEHEWARA PIYASA", 16<sup>TH</sup> FLOOR  
NO. 41, KIRULA ROAD  
COLOMBO 5.  
SRI LANKA.

FAX : 00 94-11- 2344082  
TELEPHONE : 00 94-11- 2326227  
E-MAIL : [pharma.manager@spc.lk](mailto:pharma.manager@spc.lk)

GENERAL MANAGER  
STATE PHARMACEUTICALS CORPORATION OF SRI LANKA  
FOR CHAIRMAN DEPARTMENTAL PROCUREMENT COMMITTEE  
"MEHEWARA PIYASA", 26<sup>TH</sup> FLOOR  
NO. 41, KIRULA ROAD  
COLOMBO 5.

**ANNEX-1**

**TENDER NO. : DHS/P/WW/434/26**  
**DATE OF ISSUE : 26<sup>th</sup> August 2025**  
**CLOSING DATE & TIME : 07<sup>th</sup> October 2025 AT 09.00 HOURS SRI LANKA TIME**

**ORDER LIST NO. : 2026/SPC/N/R/P/00119**

| <b><u>SR No.</u></b> | <b><u>Item Description/ Specification</u></b>                                                                                                                                                                                                     | <b><u>Quantity</u></b> | <b><u>Delivery</u></b>                                                |
|----------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------|-----------------------------------------------------------------------|
| 00105502             | <b>Nalidixic Acid Tablet 500mg</b><br><br>Nalidixic Acid Tablet BP/USP 500mg<br>Each tablet to contain 500mg of Nalidixic acid BP/USP.<br><br>Note: 01. The shelf life of the product should be minimum of 24 months.<br><br>Packing : One Tablet | 250,000 Tablets        | 125,000 Tablets/<br>January 2026<br><br>125,000 Tablets/<br>June 2026 |

**Representative Tender samples to be submitted for the evaluation.**

**The amount of Bid Bond: LKR 123,600.00 or USD 409.50.**

**Bid Bond should be submitted with valid up to 17.02.2026 together with the bid.**

**In the Bid Security Guarantee, the Beneficiary must be stated as "Chairman, State Pharmaceuticals Corporation"**

**Bid should be valid till 23.12.2025.**

**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)**

- Amendment to the Bidding Documents for Procurement of Pharmaceuticals for the Department of Health Services of Government of Sri Lanka (Blue Book) (DPC)

Page No. 16, condition No. 23 (Payment/Letter of credit)

**23.1** (a) Foreign Component of the price will be paid direct to the principal manufacturer in foreign currency by a letter of credit opened against him.

(b) "Local Agency commission if any will be deducted from the Invoice price and paid to the local agent in local currency." **should be deleted.**

**Page No. 27 Annex II (B)**

Percentage And LKR Value Of Commission To Be Paid To The Local Agent" **should be deleted**

**CONDITIONS OF SUPPLY**

**(a) Part A**

- 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.
- 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]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 (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 for the same will not be entertained.** when there are product's offered in compliance with the tender specification

#### **Shelf life & Warrantees.**

7. In respect of Non consumable; laboratory items and surgical items; Manufacturer or supplier or local agent shall provide a warranty for a period, not less than as specified in the specification of the item and/or it's sub components/articles supplied (eg. Special Instrument sets), unless otherwise agreed upon prior to awarding the tender.

The supplier's invoice shall indicate, the validity period of the warrantee from the date of receiving goods as MSD and a warrantee card with all details, including the local contact details of warrantee services provider, shall also be inserted in each individual pack.

Foreign supplier of all such items shall have their own local agent in Sri Lanka, capable of providing technical support, repairs & spares, when necessary. **(This clause No. 07 is not applicable for all Pharmaceuticals and all Consumable Surgical & Laboratory items)**

8. Freshly manufactured stocks of the product shall be supplied; thereby the residual Shelf Life (shelf life remaining at the time of delivery of goods at the MSD stores/ Sri Lanka) of the product, shall be 85% of the product shelf life specified in the 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 consumable surgical items (shelf life is not applicable for surgical non-consumables) 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, Director/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 (as clause No. 37 and footnote 01).

### **Standards & Quality**

9. Standards; In respect of all Pharmaceutical products supplied, shall comply Pharmacopoeial Standards that are indicated in the item specifications, other Pharmacopoeial Standards accepted in the product registration by the National Medicines Regulatory Authority.
10. As per the product registration dossier approved by NMRA, the product information leaflet (PIL) for the Pharmaceutical items and the user manual/ instruction pamphlet for surgical items, 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 or incompatible with, 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. In respect of bulk packs (not applicable for blister/strip packs), 'DHS' mark shall be ;  
(a). embossed or printed in case of tablets  
(b). printed in case of capsules

Above condition can be waved off, if the quantity in the purchase order is less than 100,000 tablets/capsules, with deliveries in one/more lots **or** when an exemption is notified in the Conditions of the relevant MSD order list. **(This clause No. 16 is not applicable for consumable and Non consumable surgical and Laboratory 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 (not applicable for Surgical Non-consumables) 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 30 °C +/- 2 °C 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 consignments** 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.
24. In respect of the products requiring controlled temperature storage (Eg. < 25 °C, 2-25 °C, 15-20 °C /30 °C, 2-8 °C etc.), supplier shall provide MSD with latest product stability study reports with the invoice of the consignment.(report shall include studies; at 30 °C +/- 2 °C & 75% +/- 5% RH for AC stored items and at 25 °C +/- 2 °C & 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.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. 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 10<sup>th</sup> January** shall be avoided, unless otherwise prior approval has been granted by MSD for such deliveries.
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 60 days 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 additional 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 Product artwork or dimensional detail diagrams, product Catalogs and Catalog No's as necessary for the surgical items (**not relevant to Pharmaceutical & Laboratory items**), shall be provided with the bid document, for reference in the ; tender evaluation by SPC, ascertaining (before awarding) user acceptance of deviations from the spec by MSD and inspecting the consignments delivered to MSD.

The artwork of the; specimen labels, minimum pack and outer most box/shipper carton, that satisfies the above mentioned labeling conditions, shall also be provided before signing the contract with the performance bond.

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](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.
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](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 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.

### **(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 & S.R. No.s, shall be indicated separately against each clause of SOC, with the counter signature of Director (MSD) to make it effective.

### **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 (m<sup>3</sup>).

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.
18. Supplier should start manufacturing only when the Letter of Credit is issued, unless SPC informed to start manufacturing prior to establishing Letter of Credit.
19. In case of an offer of product not registered with NMRA, bidders should submit documents in the annexure 1 (checklist for WOR) along with the offer to consider under exceptional circumstances.

**Checklist for Waiver of Registration,**

- Certificate of Analysis (COA) of the relevant product
- Certificate of Pharmaceutical Product
- Label of the Product
- Product Information Leaflet (PIL)
- Pro-forma Invoice.

In the event of an award of an un registered product, SPC will apply for a WOR from NMRA and the supplier shall submit corresponding samples of the product; upon the demand of SPC; for onward submission to NMRA.

However, NMRA may request for additional information/documentation to consider allowing the WOR and the suppliers may refer the official website of NMRA ([www.nmra.gov.lk](http://www.nmra.gov.lk)) for more details on the documentation required.

The payment due to NMRA for issuance of WOR; shall be borne by the supplier/Local Agent.

20. A copy of the product registration Certificate issued by the NMRA, Certified by an Attorney-at-Law.

21. The Original Letter of Authorization issued by the manufacturer, or a copy certified by an Attorney- at -Law
22. A Certified copy of Power of Attorney registered at Registrar General's Department by an Attorney at law.

Please refer Global Bid Document

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



# PROCUREMENT NOTICE - GLOBAL

## STATE PHARMACEUTICALS CORPORATION OF SRI LANKA

The Chairman, Procurement Committee of the State Pharmaceuticals Corporation of Sri Lanka will receive sealed bids for supply of following items to the Department of Health Services for year 2026.

| Bid Number      | Closing Date & Time     | Item Description                                           | Date of issue of Bidding Documents from | Non-refundable Bid Fee |
|-----------------|-------------------------|------------------------------------------------------------|-----------------------------------------|------------------------|
| DHS/P/WW/436/26 | 07.10.2025 at 9.00 a.m. | 8,400 Ampoules of Pancuronium Injection 4mg in 2ml Ampoule | 26.08.2025                              | Rs. 12,500/= + 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 at the Head Office of the State Pharmaceuticals Corporation of Sri Lanka, "Mehewara Piyasa", 16<sup>th</sup> Floor, No. 41, Kirula Road, Colombo 5. These could be purchased on cash payment of a non-refundable Bid Fee per set as mentioned above. Offers received without enclosing original payment receipt are liable to be rejected.

Wherever applicable 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 Administration Department of the State Pharmaceuticals Corporation at "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 authorized 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 DEPARTMENTAL PROCUREMENT COMMITTEE  
STATE PHARMACEUTICALS CORPORATION OF SRI LANKA  
"MEHEWARA PIYASA", 16<sup>TH</sup> FLOOR  
NO. 41, KIRULA ROAD  
COLOMBO 5.  
SRI LANKA.

FAX : 00 94-11- 2344082  
TELEPHONE : 00 94-11- 2326227  
E-MAIL : [pharma.manager@spc.lk](mailto:pharma.manager@spc.lk)

GENERAL MANAGER  
STATE PHARMACEUTICALS CORPORATION OF SRI LANKA  
FOR CHAIRMAN DEPARTMENTAL PROCUREMENT COMMITTEE  
"MEHEWARA PIYASA", 26<sup>TH</sup> FLOOR  
NO. 41, KIRULA ROAD  
COLOMBO 5.

**ANNEX-1**

**TENDER NO. : DHS/P/WW/436/26**  
**DATE OF ISSUE : 26<sup>th</sup> August 2025**  
**CLOSING DATE & TIME : 07<sup>th</sup> October 2025 AT 09.00 HOURS SRI LANKA TIME**

**ORDER LIST NO. : 2026/SPC/N/R/P/00046**

| <b><u>SR No.</u></b> | <b><u>Item Description/ Specification</u></b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | <b><u>Quantity</u></b> | <b><u>Delivery</u></b>                                              |
|----------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------|---------------------------------------------------------------------|
| 01501201             | <b>Pancuronium Injection 4mg in 2ml Ampoule</b><br><br>Pancuronium Injection BP, 4mg/2ml<br>Each 2ml ampoule to contain 4mg of<br>Pancuronium Bromide BP in Sodium Chloride<br>intravenous infusion BP for intravenous injection.<br><br>Note:<br>1. This Injection should be stable for a minimum of<br>24 months when stored with in the temperature<br>range of 2'C - 8'C. Do not freeze.<br>2. This injection should comply with the<br>"No.15.4(d), labelling for anaesthetic products" of<br>this tender documents.<br>3. Each ampoule should be labelled accordingly.<br><br>Packing : One ampoule | 8,400<br>Ampoules      | 4,400 Ampoules/<br>January 2026<br><br>4,000 Ampoules/<br>June 2026 |

**Representative Tender samples to be submitted for the evaluation.**

**The amount of Bid Bond: LKR 365,513.00 or USD 1,210.96.**

**Bid Bond should be submitted with valid up to 17.02.2026 together with the bid.**

**In the Bid Security Guarantee, the Beneficiary must be stated as "Chairman, State Pharmaceuticals Corporation"**

**Bid should be valid till 23.12.2025.**

**Non-refundable Bid Fee Rs. 12,500/= + 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)**

- Amendment to the Bidding Documents for Procurement of Pharmaceuticals for the Department of Health Services of Government of Sri Lanka (Blue Book) (DPC)

Page No. 16, condition No. 23 (Payment/Letter of credit)

**23.1** (a) Foreign Component of the price will be paid direct to the principal manufacture in foreign currency by a letter of credit opened against him.

(b) "Local Agency commission if any will be deducted from the Invoice price and paid to the local agent in local currency." **should be deleted.**

**Page No. 27 Annex II (B)**

Percentage And LKR Value Of Commission To Be Paid To The Local Agent" **should be deleted**

## **CONDITIONS OF SUPPLY**

### **(a) Part A**

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. 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]x0.25) or 2% of the invoiced value, whichever is the highest.
5. 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 for the same will not be entertained.

### **Shelf life & Warrantees.**

6. In the Supply of all Non consumables; Manufacturer or supplier or local agent shall provide a minimum 02 years warranty period or as specified in the specification, for each such item or it's sub components supplied (through 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.

**(This condition is not applicable for Pharmaceuticals)**

8. Freshly manufactured stocks of the product shall be supplied; thereby the residual Shelf Life (shelf life remaining at the time of delivery of goods at the 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 equals or more than 24 months, any deficit between the residual shelf life and requested shelf , 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 (as clause No. 37)

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.

### **Standards & Quality**

- 9 **Standards**; In addition to Pharmacopoeial Standards that are indicated in the item specifications other Pharmacopoeial Standards that are registered a 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 or incompatible with, 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. 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.

***(Applicability of the innermost pack mentioned in this clause shall be adapted as per the pack specified in the specification)***

17. 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.
18. 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.
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 °C +/- 2 °C 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 °C, 2-25 °C, 15-20 °C /30 °C, 2-8 °C etc.), supplier shall provide MSD with latest product stability study reports with the invoice of the consignment.(report shall include studies; at 30 °C +/- 2 °C & 75% +/- 5% RH for AC stored items and at 25 °C +/- 2 °C & 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.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. All consignments shall be delivered at Medical Supplies Division or an alternate receiving point as directed.
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 60 days 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. 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.
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. 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**

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. 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.
32. 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.

**(b) Part B**

Conditions of supply specifically applicable for the order list (with SR)

**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 (m<sup>3</sup>).
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 contract 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.
18. Supplier should start manufacturing only when the Letter of Credit is issued, unless SPC informed to start manufacturing prior to establishing Letter of Credit.
19. In case of an offer of product not registered with NMRA, bidders should submit documents in the annexure 1 (checklist for WOR) along with the offer to consider under exceptional circumstances.

**Checklist for Waver of Registration,**

- Certificate of Analysis (COA) of the relevant product
- Certificate of Pharmaceutical Product
- Label of the Product
- Product Information Leaflet (PIL)
- Pro-forma Invoice.

In the event of an award of an un registered product, SPC will apply for a WOR from NMRA and the supplier shall submit corresponding samples of the product; upon the demand of SPC; for onward submission to NMRA.

However, NMRA may request for additional information/documentation to consider allowing the WOR and the suppliers may refer the official website of NMRA ([www.nmra.gov.lk](http://www.nmra.gov.lk)) for more details on the documentation required.

The payment due to NMRA for issuance of WOR; shall be borne by the supplier/Local Agent.

19. A copy of the product registration Certificate issued by the NMRA, Certified by an Attorney-at-Law.
20. The Original Letter of Authorization issued by the manufacturer, or a copy certified by an Attorney- at -Law
21. A Certified copy of Power of Attorney registered at Registrar General's Department by an Attorney at low.

Please refer Global Bid Document

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