

**Sayı:** 17812098-TİM.AKİB.GSK.SAN.2023/642-5833

Mersin, 08/12/2023

**Konu:** Sri Lanka Devlet İlaç Kurumu Tarafından Yayımlanan İhale Duyurusu Hk.

**Sayın Üyemiz,**

Türkiye İhracatçılar Meclisinden iletilen yazıda, T.C. Ticaret Bakanlığından alınan bir yazıya atıfla, Sri Lanka Devlet İlaç Kurumu'nun malzeme tedarikine ilişkin yayımladığı, bir örneği ekli ihale duyurusu iletilmekte olup söz konusu ihalenin kapanış tarihinin 18 Aralık 2023 olduğu bildirilmektedir.

Bilgilerini rica ederim.

**Dr. Osman ERŞAHAN**  
**Genel Sekreter Yrd.**

**Ekler:**

- 1- İhale Şartnamesi (17 sayfa)
- 2- Tedarik Bildirimi (2 sayfa)







**ANNEX – 1**

**BID NO. : DHS/SUS/WW/126/24**  
**DATE OF ISSUE : 07<sup>TH</sup> NOVEMBER 2023**  
**CLOSING DATE & TIME : 18<sup>TH</sup> DECEMBER 2023 AT 09.00 HOURS SRI LANKA TIME**

**Special Conditions for tendering :**

1. Offers should be accompanied with the valid registration certificate 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. 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.
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) 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.**
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 15.06.2024

**CONDITIONS FOR SUPPLY OF SURGICAL 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 from NMRA.
3. Maintaining the validity of the product registration during the period of supply(delivery schedule), obtaining import license / manufacture licensing at NMRA, is a pre-requisite for the supply of surgical 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.









**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 coldchain maintenance, to arrive in Sri Lanka during Monday to Thursday to avoid additional demurrage & storage charges during weekends, during which MSD stores is closed. In case of non-compliance of this condition, any additional expenses incurred to MSD and SPC, to Custom clear/store/receive such consignments shall be recovered from the supplier.

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

**Delivery Requirements**

- 25.** All items shall be supplied as per the latest/final delivery schedule, communicated to the supplier, as an amended Indent/PO delivery schedule (if not amended, original schedule in the Indent/PO will apply) mutually agreed between MSD& SPC, at the time of establishing the payment terms (L/C, DP, TT, etc). Any deviation from this agreed delivery schedule shall be treated as a defaulted delivery.

Contravening the above directions, if the delivery schedule is violated by the supplier for no fault of MSD/SPC/MOH and in the event MSD decides to accept any such consignment in full or part thereof, that is delivered after the due delivery date, Condition No. 27 on delayed deliveries, shall be applied.

- 26.** 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.





















**Witnesses**

Signature

Name, Address and ID No./Passport No.

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The Common Seal of M/s. õ õ õ õ õ õ õ õ õ õ õ õ õ õ (Local Agent) herein.

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President/Managing Director/C.E.O.

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Director

**Witnesses**

Signature

Name, Address and ID No./Passport No.

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The common seal of State Pharmaceuticals Corporation of Sri Lanka was affixed )

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**Authorized signatory**

**Authorized signatory**

**Witnesses**

Signature

Name, Address and ID No

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