STATE PHARMACEUTICALS CORPORATION OF SRI LANKA
(ESTABLISHED UNDER THE STATE INDUSTRIAL CORPORATIONS ACT. NO. 49 OF 1957)
NO. 75, Sir Baron Jayatilake Mawatha, Colombo 1, Sri Lanka.
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REGISTERED POST

M/s. Admec Life Sciences
SCO 84, Sector 5,
Panchkula, Haryana 134112,
India

Date: 08TH APRIL 2014

Dear Sirs,

TENDER FOR PROCUREMENT OF PHARMACEUTICAL ITEMS.

TENDER NO. : DHS/RP/204/2014
CLOSING AT 03.00 P.M. SRI LANKA TIME ON : 07TH MAY 2014

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

1. SUBMISSION OF TENDER

Tenders shall be submitted in one Original and One Duplicate sealed separately and marked as “Original” and “Duplicate” respectively. Both envelopes shall together be enclosed in one envelope sealed and addressed to Chairman/Procurement Committee, State Pharmaceuticals Corporation of Sri Lanka, No. 75, Sir Baron Jayatilake Mawatha, Colombo 01, Sri Lanka.

Tenders, if sent through the Post, should be sent under registered cover. A Tenderer or his agent may also personally deposit sealed tenders in the Tender Box provided for this purpose at Room GF 10 in the Ground Floor of the State Pharmaceuticals Corporation of Sri Lanka, No. 75, Sir Baron Jayatilake Mawatha, Colombo 01.

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

Offers should be on C&F (CPT/CFR) Colombo basis. FOB offers are not acceptable. Total value of each item not exceeding LKR 1 Million for Import and Supply basis is acceptable. Where offers exceeds this amount should be on C&F basis. This is not applicable for local manufacturers.

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

2. VALIDITY OF OFFER

Tenderers should keep their offers valid for acceptance for a period of at least 180 days from the date of closing of tender. No increase in price will be permitted after tender award.

Cc: Slim Pharma
/-ns
**DHS/RP/204/14**

**CLOSING ON:** 07/05/14 as at 3.00 pm

<table>
<thead>
<tr>
<th>SR NO.</th>
<th>DESCRIPTION OF ITEM</th>
<th>QUANTITY</th>
<th>DELIVERY</th>
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</table>
| 01202002 | Gemcitabine Injection 1g vial  
Each vial to contain Gemcitabine Hydrochloride as sterile dry powder for reconstitution with water for injection for intravenous injection or intravenous infusion.  
1. The product should be stable for minimum of 24 months when stored under storage condition specified by the manufacturer.  
2. Each vial to be labeled accordingly.  
Pack Size: 10 Vials in a box.                                                                 | 7,000 Vials | 7,000 Vials in September 2014 |

Samples Catalogue/Literature should be submitted for evaluation

**CONDITIONS**

1. Offers should be submitted in the format as per the annexure.

2. To be supplied from freshly manufactured stock.

3. The products should have a minimum of 20 months shelf life at the time of delivery at Medical Supplies Division.

4. Each Vial to bear Description of Item, Batch No., Date of Manufacture, Date of expiry, SR No., and "STATE LOGO" of Sri Lanka Government.

5. Description of Item, Date of Manufacture, Date of expiry, Batch No, Name and address of Manufacturer, MSD Order List No, SR NO, SPC Indent No. and "STATE LOGO" of Sri Lanka Government should be clearly marked on the outer covering containing the item and on the outer cover of the carton/box.

6. All outer cartons should bear the SR No., Batch No, and Date of Expiry in size 1.5cm letters/figures in prominently visible manner. This may be printed, stenciled or labeled affixed.

7. The batch quantities shall be identical and number of batches shall be minimal. The proportionate size of the batch quantity should be not less than 15% of the quantity in the consignment and number of batches should be minimal & batch size should be an equal multiple of the consignment quantity.
8. Barcode (code 128) for Batch Numbers shall be printed on the labels of innermost to outermost packing's as described below:
   a) Batch number should be separately bar-coded.
   b) Format should be according to CODE 128 standard.
   c) Maximum barcode size should be 2.5cm x 5.0cm
   d) Industry standard in barcode printing and pasting should be followed.

9. All anaesthetic products should strictly comply the labeling requirement specified in Global Tender Documents of SPC

10. Offers for any other economically viable pack sizes different from the specified pack sizes are acceptable with the prior approval of Director, Medical Supplies Division.

11. MSD Order List No: 2014/SPC/A/R/P/1013, SPC indent No, SR No, description and storage condition of Item shall be indicated in all supply invoices and detailed Packing Lists.

12. Storage condition of the items should be clearly indicated in the inner most and outer most carton labels. All outer most cartons to be stenciled with the MSD Order List Number and delivered at Medical Supplies Division.

13. If there is any deviation from the specified labeling requirements the Product Information Leaflet, labels of primary pack and image of the primary pack showing the barcode label shall be brought to the approval of Director, Medical Supplies Division prior to shipment.

14. In case the item is not delivered according to the given delivery schedule or non compliance of labeling requirement, specially the barcode labeling, Director, Medical Supplies Division has the right to reject the whole consignment or part of it.

15. Withdrawal from use of items due to quality failures:
   a) In case of batch withdrawal due to quality failure, the supplier/manufacturer shall either replace entire batch quantity with a good quality product, free of charge or reimburse the value of entire batch quantity supplied.
   b) In case of product withdrawal due to quality failure, the supplier/ manufacturer shall reimburse the value of entire product quantity supplied.
   c) In the event of either a) or b) above the supplier/ manufacturer shall be surcharged additional 25% of the total value concerned as administrative cost.

16. If any local purchase were to be made to ensure continuity of supply owing to delay in delivery, any excess expenditure incurred over indent cost on such purchases to Medical Supplies Division shall be debited to SPC, to be recovered from the supplier.

17. Cluster Awards - Different strengths of same drug or chemical/ different sizes or shapes of same medical device should be processed simultaneously in order to facilitate relevant Technical Evaluation Committee and Procurement Committee to consider making cluster awards for such items on an economical manner.

18. Standards - Any other Pharmaceutical Standard accepted by Cosmetic Devices and Drug Regulatory Authority in Sri Lanka for registration of a pharmaceutical item is also acceptable.
19. Cold chain monitors should be included for each cartons and the cold chain should be maintained according to the manufacturer's instructions during storage, transport and delivery.
   a) Suppliers are advised not to ship cold chain maintaining carton to arrive in Sri Lanka during the weekends and on Friday in order to prevent demurrage charges.
   b) Suppliers should use standardized temperature date loggers in their shipments, and each carton attached with data loggers.
   c) Suppliers should use uniform identification marks with appropriate colours and sizes for easy identification of cold cargo by the airline employees.

20. To be supplied as per the delivery schedule indicated in the order list.

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

22. 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.

23. 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.

24. The successful supplier should agree to dispatch by fax/courier a full set of copy document to SPC at least 3 days prior to shipping the consignment 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.

25. 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.

26. 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

27. This tender 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 tender or shall register himself and such public contract act in accordance with the section 10 of the Public Contract Act and produce such valid certificate of registration in the course of any transaction relating to this tender or at any stage in the duration of this tender”.

   **Payment/Letter of Credit**
   Destination Terminal Handing 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”