



**INVITATION FOR SUBMISSION OF BIDS FOR THE  
SUPPLY OF WINES FOR BUSINESS CLASS & ECONOMY CLASS SERVICE**

**REFERENCE NO: IF/EPC/01/2026**

**CHAIRMAN OF ENTERPRISE PROCUREMENT COMMITTEE,  
MINISTRY OF PORTS AND CIVIL AVIAITION  
ON BEHALF OF**

**SRILANKAN AIRLINES  
COMMERCIAL PROCUREMENT DEPARTMENT (INFLIGHT PROCUREMENT)  
AIRLINE CENTRE  
BANDARANAIKE INTERNATIONAL AIRPORT  
KATUNAYAKE  
SRI LANKA**

## **Section I. Instructions to Bidder (ITB)**

<b>A: General</b>	
1. Scope of Bid	<p>1.1 SriLankan Airlines invites you to submit a bid for the Supply of Wines for Business Class Service 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, 07 working days prior to bid closing date.</p>
<b>B: Contents of Documents</b>	
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>• Annexure A: Bid Acknowledgement Form</li><li>• Annexure B: Technical/General Specifications &amp; Compliance form</li><li>• Annexure C: Price Schedule Form</li><li>• Annexure D: Bid Securing Declaration Form</li><li>• Annexure E: Performance Bond</li><li>• Annexure F: Non collusion Declaration</li><li>• Annexure G: Clientele Information Form</li><li>• Annexure H: Sample Contract</li><li>• Annexure I: Vendor Information Form</li></ul>

<b>C: Preparation of Bid</b>	
3. Documents Comprising your Bid	<p>3.1 The document shall comprise the following:</p> <ul style="list-style-type: none"> <li>• Sections IV: Bid Submission Form (<b>Mandatory</b>- two separate forms are available for BC and EY. Submit both forms only if you are bidding for both BC and EY wines)</li> <li>• Annexure B: Technical/General Specifications &amp; Compliance Form (<b>Mandatory</b>)</li> <li>• Annexure C: Price Schedule Form (<b>Mandatory</b>)</li> <li>• Annexure D: Bid Securing Declaration Form (<b>Mandatory</b>)</li> <li>• Annexure F: Non collusion Declaration (<b>Mandatory</b>)</li> <li>• Annexure G: Clientele Information Form</li> <li>• Annexure I: Vendor Information Form</li> </ul>
4. Bid Submission Form and Technical/ General Specifications & Compliance 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 in with the information requested.</p>
5. Prices	<p>5.1 Unless stated in Data Sheet, all items must be priced (Best and final prices) separately in the Price Schedule Form.</p> <p>5.2 The prices to be quoted in the Bid Submission Form shall be the best and final unit prices of the Bid.</p> <p>5.3 Maximum unit price per 750ml bottle should be :</p> <p><b>For Business class: (Maximum value) USD 12</b> (Bids may be submitted in USD, EUR, AUD, or LKR. Non-USD bids will be converted using the official exchange rate published by the Central Bank of Sri Lanka on the bid opening date).</p> <p><b>For Economy class: (Maximum value) USD 3.65</b> (Bids may be submitted in USD, EUR, AUD, or LKR. Non-USD bids will be converted using the official exchange rate published by the Central Bank of Sri Lanka on the bid opening date).</p> <p>Any label with unit prices beyond this limit will not be considered for evaluation.</p> <p>5.4 <b>Best and final prices</b> quoted by the Bidder shall be fixed during the period specified in ITB clause 8.1 and not subject to variation on any account. A Bid submitted with an adjustable price shall be treated as non-responsive and may be rejected.</p> <p>5.5 If the product is supplied from Sri Lanka, the price should be quoted in Sri Lankan Rupees. Also, the quoted price should EXCLUDE statutory charges and taxes; if these charges are applicable, same should be indicated separately (Not applicable for local duty-free bidders).</p>

6. Currency	<p>6.1 The Bidders shall quote in foreign currency ( USD, EUR and AUD only) or in Sri Lanka Rupees</p> <p>The prevailing exchange rates published by the Central Bank of Sri Lanka on the date of bid opening will be considered for evaluation purposes.</p>
7. Documents to Establish Conformity of the Goods	<p>7.1 The Bidder shall submit following documents along with the bid for evaluation:</p> <ul style="list-style-type: none"> <li>- Brief description of proposed wine labels</li> <li>- Awards and accolades received for the proposed wine labels/winery</li> <li>- corporate information which outlines the experience of the bidder (airline experience if available)</li> <li>- List of current clientele</li> <li>- Internationally recognized quality certifications/accreditations received for the winery/ proposed labels</li> <li>- Allergen information for each product proposed, according to EU 1169/2011 legislation.</li> <li>- The Bidder shall submit an official declaration from the winery to demonstrate that it has been duly authorized by the winery to supply the goods in Sri Lanka.</li> </ul>
8. Period of Validity of bid	8.1 Bids shall remain valid for a period of 120 days after the bid submission deadline date.
9. Bid Securing Declaration	<b>9.1 The Bidder shall furnish as part of its bid, a Bid Securing Declaration, using Form included in Annexure D. (Mandatory)</b>
10. Format and Signing of Bid	10.1 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.
<b>D: Submission of samples</b>	
11. Submission of Samples	<p>11.1 Please courier/forward <b>02 samples</b> of each proposed label on DDP (Destination Duty Paid) basis (Latest Incoterms) along with the bid.</p> <p>All charges in connection with the forwarding of the samples should be borne by the bidders.</p> <p>11.2 Bids without proper samples/ unidentifiable samples will be subject to rejection. Any reference mentioned in the bid for each option should be clearly marked on the samples for easy identification of samples.</p> <p>11.3 It is advised to forward the bids and samples separately to avoid any delays in receiving the bid on time for the public opening.</p> <p>11.4 It is advised to forward the bids a well in advance to the bid closing date and time. Bidders must submit samples within four weeks of bid closure. Late submission will Not be considered.</p> <p>11.5 If any bidder wishes to hand deliver samples, please contact SriLankan Airlines staff well in advance, for the arrangement of security clearance. Refer Section II, Data sheet, clause 15.2 for contact details.</p>

<b>E: Submission and Opening of Bid</b>	
12. Submission of Bid	<p>12.1 Bidders shall submit their bids by registered post, courier or by hand in a sealed envelope.</p> <p>12.2 The sealed envelope shall bear the specific identification of this bid exercise as indicated follows: <b>“Supply of Wines for Business Class Service IF/EPC/01/2026”</b></p> <p>12.3 It is advised to forward the bids and samples separately to avoid any delays in receiving the bid on time for the public opening.</p> <p>12.4 If any bidder wishes to hand deliver the bids, please contact SriLankan Airlines staff well in advance, for the arrangement of security clearance. Refer Section II, Data sheet, clause 15.2 for contact details.</p>
13. Deadline for Submission of Bid	13.1 Bid must be received by the SriLankan Airlines to the address set out in Section II, “Data Sheet”, and no later than the date and time as specified in the Data Sheet.
14. Late Bid	14.1 SriLankan Airlines shall reject any bid that arrives after the deadline for submission of bids in accordance with ITB Clauses 12 and 13 above.
15. Opening of Bids	<p>15.1 SriLankan Airlines shall conduct the opening of bids in the presence of the Bidders at the address, date and time specified in the Data Sheet.</p> <p>15.2 A representative of the bidders may be present and mark its attendance</p> <p>15.3 If any bidder wishes to participate for bid opening, please contact SriLankan Airlines staff well in advance for the arrangement of Security clearance. Refer Section II, Data sheet, clause 15.2 for contact details</p> <p>15.4 Presence of the Bidder will not necessarily ensure selection of the proposed goods.</p>
<b>F: Evaluation and Comparison of Bid</b>	
16. Clarifications	<p>16.1 To assist in the examination, evaluation and comparison of the bids, SriLankan Airlines may, at its discretion, ask any Bidder for a clarification of its bid. Any clarification submitted by a Bidder in respect to its bid which is not in response to a request by the SriLankan Airlines shall not be considered.</p> <p>16.2 SriLankan Airlines’ request for clarification and the response shall be in writing at SriLankan Airlines’ email address specified in the Data Sheet.</p>

17. Responsiveness of Bids	<p>17.1 SriLankan Airlines 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 may be rejected by the SriLankan Airlines.</p>
18. Evaluation of bid	<p>18.1 The items will be subjected to a technical evaluation based on the following criteria:</p> <ul style="list-style-type: none"> <li>I. Compliance for Technical and General specifications in Annexure B</li> <li>II. Should be overall accepted as suitable for onboard use from the 'blind' tasting session</li> <li>III. Unit Prices - Maximum unit price per 750ml bottle should be  <b>BC Wines: (Maximum value) USD 12</b>  <b>EY Wines: (Maximum value) USD 3.65</b>  <small>(Bids may be submitted in USD, EUR, AUD, or LKR. Non-USD bids will be converted using the official exchange rate published by the Central Bank of Sri Lanka on the bid opening date).</small></li> <li>IV. Any label with unit prices beyond this limit will not be considered for evaluation.</li> <li>V. Clientele and client feedback</li> <li>VI. SriLankan Airlines' past experience with the bidders</li> <li>VII. Favorable credit terms</li> </ul>
19. SriLankan Airlines' Right to Accept any Bid, and to Reject any or all Bids.	19.1 SriLankan Airlines reserves the right to accept or reject any bid, and to annul the process and reject all bids at any time prior to acceptance, without thereby incurring any liability to bidders.
<b>G: Award of Contract</b>	
20. Acceptance of the Bid	20.1 SriLankan Airlines 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 Airlines will notify the successful Bidder, in writing, that their bid has been accepted.</p> <p>21.2 SriLankan Airlines has the discretion to award the tender in full, part or cancel the tender or award the tender to a single bidder or several bidders.</p> <p>21.3 After notification, SriLankan Airlines shall complete the contract, and inform the successful Bidder to sign it.</p> <p>21.4 Within seven (7) days of receipt of such information, the successful Bidder shall sign the contract.</p>

22 Performance Bond	<p>22.1 Within fourteen (14) days of the receipt of notification of award from the SriLankan Airlines, the successful Bidder shall furnish the performance security of 10% of the total value of the contract, using the Performance Security Form included in Annexure E.</p> <p>22.2 The performance security shall be an unconditional, irrevocable, on demand bank guarantee drawn at sight in favor of the SriLankan Airlines valid for the period of contract and 90 days thereafter.</p> <p>22.3 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 forfeiture of the Bid Security. In the event SriLankan Airlines may award the contract to the next lowest evaluated bidder, whose offer is substantially responsive and is determined by SriLankan Airlines to be qualified to perform the contract satisfactorily.</p>
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## Section II: Data Sheet

ITB Clause Reference	
12.1	<p>The address for submission of Bids is:</p> <p>Attention: Commercial Procurement Manager (Inflight)</p> <p>Address: Commercial Procurement Department,</p> <p style="padding-left: 40px;">Airline Centre, Bandaranaike International Airport,</p> <p style="padding-left: 40px;">Katumayake,</p> <p style="padding-left: 40px;">Sri Lanka</p> <p style="color: red; margin-left: 200px;">(Please Mention the tender number as well)</p> <p><b>Details should be provided one day in advance to arrange security clearance if the bidder wishes to hand deliver bids and samples/participate for bid opening.</b></p>
13.1	<p>Deadline for submission of bids is on or before <b>04<sup>rd</sup> March 2026, 1000 hrs SriLankan Time (GMT +5:30)</b></p> <p><b>Details should be provided one day in advance to arrange security clearance if the bidder wishes to hand deliver bids and samples/participate for bid opening.</b></p>
15.1	<p>Opening of bids on <b>04<sup>rd</sup> March 2026, 1015 hrs</b>, Sri Lankan Time (GMT +5:30)</p>
16.1	<p><b><u>For Clarification/ handing over bids and samples/participating for bid opening:</u></b></p> <p>Telephone: +94 (0) 19733 2648/2737</p> <p>E mail address: <a href="mailto:wiranga.perera@srilankan.com">wiranga.perera@srilankan.com</a>  <a href="mailto:Dinithi.balasooriya@srilankan.com">Dinithi.balasooriya@srilankan.com</a></p> <p><b>Details should be provided one day in advance to arrange security clearance if the bidder wishes to hand deliver bids and samples/participate for bid opening.</b></p>

### Section III - Schedule of Requirements

#### BC Wines

Line Item #	Description of Goods	Capacity	**Estimated quantity per wine cycle (06 months)	Unit of Measurement	Final Destination	Delivery Date
01	Red Wines (French) for Business Class	750 ml	4440	Bottle	Bulk Stores, Katunayake, Sri Lanka	As per SLA requirement
02	Red Wines (New World/Old world) for Business Class	750 ml	4440	Bottle	Bulk Stores, Katunayake, Sri Lanka	As per SLA requirement
03	White Wines (French) for Business Class	750 ml	2520	Bottle	Bulk Stores, Katunayake, Sri Lanka	As per SLA requirement
04	White Wines (New World/ Old world) for Business Class	750 ml	2520	Bottle	Bulk Stores, Katunayake, Sri Lanka	As per SLA requirement

\*\* Please note that the quantities given above are estimated quantities and would differ depending on passenger loads, flight frequency, destination changes, meal service etc.

#### Special Notes:

- Contract period- 02 years.
- A wine cycle is for a period of 6 months.
- A wine cycle consists of 02 red wines (New world and French) and 02 white wines (New world and French)
- A particular wine label would be served for 01 wine cycle during the 02-year contract period.
- Serving pattern is at the discretion of Sri Lankan Airlines
- A single bidder could bid for the entire portfolio of wines or partially for specific wine categories.
- Maximum of 03 labels could be proposed for each category.

### Section III - Schedule of Requirements

#### EY Wines

Line Item #	Description of Goods	Capacity	**Estimated quantity per wine cycle (06 months)	Unit of Measurement	Final Destination	Delivery Date
01	Red Wines for Economy Class (New world / Old world)	750 ml	27,000	Bottle	Bulk Stores, Katunayake, Sri Lanka	As per SLA requirement
02	White Wines for Economy Class (New world / old world)	750 ml	18,000	Bottle	Bulk Stores, Katunayake, Sri Lanka	As per SLA requirement

\*\* Please note that the quantities given above are estimated quantities and would differ depending on passenger loads, flight frequency, destination changes, meal service etc.

#### Special Notes:

- Contract period- 02 years.
- A wine cycle is for a period of 6 months.
- A wine cycle consists of 01 red wine (New world or French) and 01 white wine (New world or French)
- A particular wine label would be served for a minimum of 01 wine cycle during the 02 year contract period.
- Serving pattern is at the discretion of SriLankan Airlines
- A single bidder could bid for both wine categories or partially for a specific wine category
- Maximum of 04 labels to be proposed for each wine category.

\*\* Please note that the quantities given above are estimated quantities and would differ depending on passenger loads, flight frequency, destination changes, meal service etc.

THIS IS A COMPULSORY FORM. IF THIS FORM IS NOT FILLED AND SUBMITTED, THE BID SHALL BE REJECTED.

#### **Section IV - Bid Submission Form for BC wines**

[The Bidder shall fill in this Form in accordance with the instructions indicated no alterations to its format shall be permitted and no substitutions will be accepted.]

Date:

To: SriLankan Airlines

We, the undersigned, declare that:

- (a) We have read and have no reservations to the document issued.
- (b) We agree to supply conforming to the documents issued and in accordance with the Schedule of Requirements of supply of Wines for Business Class.
- (c) The unit price of our bid is: [insert the individual unit price in words and figures].
  - I. Red Wines (French) for Business Class -750ml:
    - a)
    - b)
    - c)
  - II. Red Wines (New World / old world) for Business Class - 750ml:
    - a)
    - b)
    - c)
  - III. White Wines (French) for Business Class -750ml:
    - a)
    - b)
    - c)
  - IV. White Wines (New World / old world) for Business Class - 750ml:
    - a)
    - b)
    - c)
- (d) Our bid shall be valid for the time specified in ITB Clause 8.1
- (e) We understand that our bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us.
- (f) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.
- (g) Bid Securing Declaration is attached and same is valid for a period of 147 days after the bid submission deadline date.

Signed:

Name:

Date:

**THIS IS A COMPULSORY FORM. IF THIS FORM IS NOT FILLED AND SUBMITTED, THE BID SHALL BE REJECTED.**

**Section IV - Bid Submission Form for EY wines**

[The Bidder shall fill in this Form in accordance with the instructions indicated no alterations to its format shall be permitted and no substitutions will be accepted.]

Date:

To: SriLankan Airlines

We, the undersigned, declare that:

- (a) We have read and have no reservations to the document issued;
- (b) We agree to supply conforming to the documents issued and in accordance with the Schedule of Requirements of supply of Wines for Economy Class;
- (c) The unit price of our bid is : [insert the individual unit price in words and figures];
  - I. Red Wines (New World / old world) for Economy Class -750ml:
    - a)
    - b)
    - c)
    - d)
  - II. White Wines (New World / old world) for Economy Class -750ml:
    - a)
    - b)
    - c)
    - d)
- (d) Our bid shall be valid for the time specified in ITB Clause 8.1
- (e) We understand that our bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us.
- (f) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.
- (g) Bid Securing Declaration is attached and same is valid for a period of 147 days after the bid submission deadline date.

Signed:

Name:

Date

## **Section V - General Conditions**

- I. If the bid is accepted, it is mandatory that the Bidder signs the Contract with SLA.
- II. SriLankan Airlines has the discretion to award the tender in full, part or cancel the tender or award the tender to a single bidder or several bidders.
- III. SriLankan Airlines would carry out unannounced factory inspections during evaluation stage and during the contract period if deemed necessary and applicable.
- IV. In order to ensure continuity of supply of goods/Services to SriLankan Airlines in the event of a disruption to bidder's operations, please provide details of alternative arrangements available within the agreed cost and specifications of product.
- V. If the delivered goods are not in accordance with all agreed specifications with SriLankan Airlines, then SriLankan Airlines reserves the right to reject such goods and recover all monies paid.
- VI. Please state whether your company has appointed a local agent for SriLankan Airlines (applicable only for foreign bidders), for supply & delivery of goods and services specified in this bid exercise. If so please submit a separate bidder information form including the information of local agent.
- VII. **Liquidated Damages**

Liquidated damages shall be applied for late deliveries.

Liquidated damages shall be determined by SriLankan Airlines and shall in any event be not less than the higher of (a) rate of one percent (01%) of the amount due for delivery per day (b) LKR 10,000 per day.

**ANNEXURE A: BID ACKNOWLEDGEMENT FORM**  
**IMPORTANT**

All Bidders shall confirm their intention to submit a Bid by forwarding the duly filled Bid Acknowledgement Form, 07 working days prior to the Bid closing date to the following email address.

.....  
Invitation for Submission of Bids for .....  
Reference No - .../.... is hereby acknowledged.

may expect to receive our proposal on or before.

We do not intend to submit a proposal because.

<b>Item</b>	<b>Details</b>
Name of Bidder	[Insert Full Legal Name]
Address	[Insert Mailing Address]
Contact Person	[Insert Name and Designation]
Telephone Number	[Insert Phone Number]
Email Address	[Insert Email Address]

We understand that by acknowledging receipt, we will be informed of any amendments, clarifications, or addenda issued by the Procurement Entity.

Signed: .....  
Designation : .....  
Company : .....  
Date : .....

*Note: SriLankan Airlines will not be responsible for sharing any amendments, clarifications, or addenda issued later with regard to the tender with those bidders who have not submitted this form.*

THIS IS A COMPULSORY FORM. IF THIS FORM IS NOT FILLED AND SUBMITED, THE BID SHALL BE REJECTED.

**ANNEXURE B - Technical/General Specifications & Compliance form (BC Wines)**

Name of the Bidder : .....  
Name of the Principal/ Manufacturer : .....

Running Number	Technical Specifications (Mandatory)	Bidder's Response (Yes/No)	Remarks
1.	<b>Wine categories</b>  Red Wines (French) for Business Class Red Wines (New World / old world) for Business Class White Wines (French) for Business Class White Wines (New World / old world) for Business Class		
2.	<b>Capacity:</b> 750ml		
3.	<b>Bottle details</b>  Glass bottle with screw caps or cork		
4.	<b>Vintage</b>  All wines should be vintage wines Vintage to be 2020 or newer Only the tasted vintage should be supplied within the 02 year contract period		
5.	<b>Printing on the bottle</b>  'Specially bottled for SriLankan Airlines – Not for Sale'  If print on the label is not possible, you may propose any other suitable option ( Sticker etc.)		

Running Number	General Specifications (Mandatory)	Bidder's Response (Yes/ No)	Remarks
1.	<p><b>Maximum unit price per 750ml bottle</b></p> <p>USD 12 (Bids may be submitted in USD, EUR, AUD, or LKR. Non-USD bids will be converted using the official exchange rate published by the Central Bank of Sri Lanka on the bid opening date).</p>		
2.	<p><b>Maximum number of labels that could be proposed for each wine category.</b> 03 labels (02 samples for each proposed label must be couriered on DDP Basis)</p>		
3.	<p><b>Delivery</b></p> <p>On a staggered basis over the 02-year contract period Sea freight on FCL/LCL -CFR basis</p>		
4.	<p><b>Packing</b></p> <ul style="list-style-type: none"> <li>• 6 or 12 bottles X 01 carton suitable for sea freighting (if differ, please specify clearly)</li> <li>• Cartons (5 ply) should be able to withstand adverse conditions when sea freighting</li> <li>• Cartons should carry separators to minimize damages while shipping</li> <li>• Cartons should be palletized and shrink wrapped</li> </ul>		
5.	<p><b>Carton Marking</b></p> <p>Item code, quantity per carton to be printed on each carton. (If differ, please specify)</p>		

Running Number	General Specifications (Mandatory)	Bidder's Response (Yes/ No)	Remarks
6.	<p><b>Awards and accolades (for Information)</b></p> <p>Clearly mention any special awards received for the wine labels proposed or winery in the price schedule.</p>		
7.	<p><b>Value additions</b></p> <p>Value additions to be proposed accordingly.</p> <p>i.e supply of wine bottle openers Free training for cabin crew on wine serving</p>		
8.	<p><b>Number of samples for evaluation</b></p> <p>Provide 02 bottles from each proposed label</p>		
9.	<p><b>Confirmation to the clauses in the contract</b></p> <p>(Please mention your concerns (if any) in remarks column)</p>		
10.	<p><b>Confirmation to provide the Performance Bond</b></p> <p>10% from the contract value</p>		
11.	<p><b>Payment Terms</b></p> <p>A minimum credit period of 30 days (from received date) is required for all invoices, covering 100% of the payment.</p>		

THIS IS A COMPULSORY FORM. IF THIS FORM IS NOT FILLED AND SUBMITED, THE BID SHALL BE REJECTED.

**ANNEXURE C: Price Schedule Form (BC Wines)**

Name of the Bidder : .....

Name of the Principal/ Manufacturer : .....

**Item 1: Red Wines (French) for Business Class -750ml**

**Estimated quantity for a wine cycle: 4440 bottles**

Line Item Nº	Label	Capacity	Vintage	Country of Origin	Awards and Accolades	Unit of Measure	Local Bidders Unit price in LKR (Excluding VAT)	Local Bidders Unit price foreign currency	Foreign Bidders Unit price foreign currency (CFR-Colombo Price)	Payment Term (A minimum credit period of 30 days (from received date)	Lead Time ( Production + Delivery)	Remarks
1						Bottle						
2						Bottle						
3						Bottle						

**Special Note** - Maximum number of labels to be proposed - 03 labels.

- Maximum unit price per bottle of 750ml should be USD 12 (Bids may be submitted in USD, EUR, AUD, or LKR. Non-USD bids will be converted using the official exchange rate published by the Central Bank of Sri Lanka on the bid opening date).
- Any label with unit prices beyond this limit will not be considered for evaluation.
- Please submit your best and final offer.

*Bid Validity* :.....

*Bid Declaration: Yes/ No (to be attached with the bid)*

*Signature:..... [Signature of person signing the Bid]*

*Designation:..... [Designation of person signing the Bid with frank]*

*Date: ..... [Insert date]*

THIS IS A COMPULSORY FORM. IF THIS FORM IS NOT FILLED AND SUBMITTED, THE BID SHALL BE REJECTED.

**ANNEXURE C: Price Schedule Form (BC Wines)**

Name of the Bidder : .....

Name of the Principal/ Manufacturer : .....

**Item 2: Red Wines (New World / old world) for Business Class -750ml**

**Estimated Quantity for a wine cycle: 4440 bottles**

Line Item Nº	Label	Capacity	Vintage	Country of Origin	Awards and Accolades	Unit of Measure	Local Bidders Unit price in LKR (Excluding VAT)	Local Bidders Unit price foreign currency (Duty free price - Delivery to bulk store)	Foreign Bidders Unit price foreign currency (CFR-Colombo Price)	Payment Term (A minimum credit period of 30 days (from received date)	Lead Time (Production + Delivery)	Remarks
1						Bottle						
2						Bottle						
3						Bottle						

**Special Note** - Maximum number of labels to be proposed - 03 labels.

- Maximum unit price per bottle of 750ml should be USD 12 (Bids may be submitted in USD, EUR, AUD, or LKR. Non-USD bids will be converted using the official exchange rate published by the Central Bank of Sri Lanka on the bid opening date).
- Any label with unit prices beyond this limit will not be considered for evaluation.
- Please submit your best and final offer.

*Bid Validity* :.....

*Bid Declaration: Yes/ No (to be attached with the bid)*

*Signature:..... [Signature of person signing the Bid]*

*Designation:..... [Designation of person signing the Bid with frank]*

*Date: ..... [Insert date]*

THIS IS A COMPULSORY FORM. IF THIS FORM IS NOT FILLED AND SUBMITTED, THE BID SHALL BE REJECTED.

**ANNEXURE C: Price Schedule Form (BC Wines)**

Name of the Bidder : .....

Name of the Principal/ Manufacturer : .....

**Item 3: White Wines (French) for Business Class -750ml**

**Estimated Quantity for a wine cycle: 2520 bottles**

Line Item Nº	Label	Capacity	Vintage	Country of Origin	Awards and Accolades	Unit of Measure	Local Bidders Unit price in LKR (Excluding VAT)	Local Bidders Unit price foreign currency (Duty free price - Delivery to bulk store)	Foreign Bidders Unit price foreign currency (CFR-Colombo Price)	Payment Term (A minimum credit period of 30 days (from received date)	Lead Time (Production + Delivery)	Remarks
1						Bottle						
2						Bottle						
3						Bottle						

**Special Note** - Maximum number of labels to be proposed - 03 labels.

- Maximum unit price per bottle of 750ml should be USD 12 (Bids may be submitted in USD, EUR, AUD, or LKR. Non-USD bids will be converted using the official exchange rate published by the Central Bank of Sri Lanka on the bid opening date).
- Any label with unit prices beyond this limit will not be considered for evaluation.
- Please submit your best and final offer.

*Bid Validity :.....*

*Bid Declaration: Yes/ No (to be attached with the bid)*

*Signature:..... [Signature of person signing the Bid]*

*Designation:..... [Designation of person signing the Bid with frank]*

*Date: ..... [Insert date]*

THIS IS A COMPULSORY FORM. IF THIS FORM IS NOT FILLED AND SUBMITED, THE BID SHALL BE REJECTED.

**ANNEXURE C: Price Schedule Form (BC Wines)**

Name of the Bidder : .....

Name of the Principal/ Manufacturer : .....

**Item 4: White Wines (New World / old world) for Business Class -750ml**

**Estimated Quantity for a wine cycle: 2520 bottles**

Line Item Nº	Label	Capacity	Vintage	Country of Origin	Awards and Accolades	Unit of Measure	Local Bidders Unit price in LKR (Excluding VAT)	Local Bidders Unit price foreign currency (Duty free price - Delivery to bulk store)	Foreign Bidders Unit price foreign currency (CFR-Colombo Price)	Payment Term (A minimum credit period of 30 days (from received date)	Lead Time ( Production + Delivery)	Remarks
1						Bottle						
2						Bottle						
3						Bottle						

**Special Note** - Maximum number of labels to be proposed - 03 labels.

- Maximum unit price per bottle of 750ml should be USD 12 (Bids may be submitted in USD, EUR, AUD, or LKR. Non-USD bids will be converted using the official exchange rate published by the Central Bank of Sri Lanka on the bid opening date).
- Any label with unit prices beyond this limit will not be considered for evaluation.
- Please submit your best and final offer.

*Bid Validity* :.....

*Bid Declaration: Yes/ No (to be attached with the bid)*

*Signature:..... [Signature of person signing the Bid]*

*Designation:..... [Designation of person signing the Bid with frank]*

*Date: ..... [Insert date]*

THIS IS A COMPULSORY FORM. IF THIS FORM IS NOT FILLED AND SUBMITED, THE BID SHALL BE REJECTED.

**ANNEXURE B - Technical/General Specifications & Compliance form (EY Wines)**

Name of the Bidder : .....  
Name of the Principal/ Manufacturer : .....

Running Number	Technical Specifications (Mandatory)	Bidder's Response (Yes/No)	Remarks
1.	<b>Wine categories</b>  Red Wines for Economy Class (New world / old world) White Wines for Economy Class (New world / old world)		
2.	<b>Capacity:</b>  750ml		
3.	<b>Bottle details</b>  PET or glass bottles with screw type caps only		
4.	<b>Availability of proposed labels throughout the 02-year contract period</b>  The proposed labels should be available throughout the 02-year contract period.		
5.	<b>Printing on the bottle</b>  'Specially bottled for SriLankan Airlines – Not for Sale'  If print on the label is not possible, you may propose any other suitable option (Sticker etc.)		

Running Number	General Specifications (Mandatory)	Bidder's Response (Yes/ No)	Remarks
6.	<p><b>Maximum unit price per 750ml bottle</b> USD 3.65</p> <p>(Bids may be submitted in USD, EUR, AUD, or LKR. Non-USD bids will be converted using the official exchange rate published by the Central Bank of Sri Lanka on the bid opening date).</p>		
7.	<p><b>Maximum number of labels that could be proposed for each wine category.</b> 04 labels (02 samples for each proposed label must be couriered on DDP Basis)</p>		
8.	<p><b>Delivery</b> Sea freight on FCL/LCL- CFR basis</p>		
9.	<p><b>Packing</b></p> <ul style="list-style-type: none"> <li>• 6 or 12 bottles X 01 carton suitable for sea freighting (if differ, please specify clearly)</li> <li>• Cartons (5 ply) should be able to withstand adverse conditions when sea freighting</li> <li>• Cartons should carry separators to minimize damages while shipping</li> <li>• Cartons should be palletized and shrink wrapped</li> </ul>		
10.	<p><b>Carton Marking</b> Item code, quantity per carton to be printed on each carton. (If differ, please specify)</p>		
11.	<p><b>Awards and accolades (for Information)</b> Clearly mention any special awards received for the wine labels proposed or winery in the price schedule</p>		

12.	<p><b>Value additions</b></p> <p>Value additions to be proposed accordingly.</p> <p>i.e supply of wine bottle openers Free training for cabin crew on wines and wine serving</p>		
13.	<p><b>Number of samples for evaluation</b></p> <p>Provide 02 bottles from each proposed label</p>		
14.	<p><b>Confirmation to the clauses in the contract</b></p> <p>(Please mention your concerns (if any) in remarks column)</p>		
15.	<p><b>Confirmation to provide the Performance Bond</b></p> <p>10% from the contract value</p>		
16.	<p><b>Payment Terms</b></p> <p>A minimum credit period of 30 days (from received date) is required for all invoices, covering 100% of the payment.</p>		

THIS IS A COMPULSORY FORM. IF THIS FORM IS NOT FILLED AND SUBMITTED, THE BID SHALL BE REJECTED.

**ANNEXURE C: Price Schedule Form (EY Wines)**

Name of the Bidder : .....

Name of the Principal/ Manufacturer : .....

**Item 1: Red Wines (New world/ old world) for Economy Class -750ml**

**Estimated quantity for a wine cycle: 27,000 bottles.**

Line Item Nº	Label	Capacity	Country of Origin	Awards and Accolades (if any)	Unit of Measure	Local Bidders Unit price in LKR (Excluding VAT)	Local Bidders Unit price foreign currency (Duty free price - Delivery to bulk store)	Foreign Bidders Unit price foreign currency (CFR-Colombo Price)	Payment Term (A minimum credit period of 30 days (from received date)	Lead Time (Production + Delivery)	Remarks
1					Bottle						
2					Bottle						
3					Bottle						
4					Bottle						

**Special Note** - Maximum number of labels to be proposed - 04 labels.

- Maximum unit price per bottle of 750ml should be 3.65 (Bids may be submitted in USD, EUR, AUD, or LKR. Non-USD bids will be converted using the official exchange rate published by the Central Bank of Sri Lanka on the bid opening date).
- Any label with unit prices beyond this limit will not be considered for evaluation.
- Please submit your best and final offer.

*Bid Validity :.....*

*Bid Declaration: Yes/ No (to be attached with the bid)*

*Signature:..... [Signature of person signing the Bid]*

*Designation:..... [Designation of person signing the Bid with frank]*

*Date: ..... [Insert date]*

THIS IS A COMPULSORY FORM. IF THIS FORM IS NOT FILLED AND SUBMITTED, THE BID SHALL BE REJECTED.

**ANNEXURE C: Price Schedule Form (EY Wines)**

Name of the Bidder : .....  
 Name of the Principal/ Manufacturer : .....

**Item 2: White Wines (New World/old world) for Economy Class -750ml** **Estimated Quantity for a wine cycle: 18,000 bottles.**

Line Item Nº	Label	Capacity	Vintage	Country of Origin	Awards and Accolades	Unit of Measure	Local Bidders Unit price in LKR (Excluding VAT)	Local Bidders Unit price foreign currency (Duty free price - Delivery to bulk store)	Foreign Bidders Unit price foreign currency (CFR-Colombo Price)	Payment Term (A minimum credit period of 30 days (from received date)	Lead Time ( Production + Delivery)	Remarks
1						Bottle						
2						Bottle						
3						Bottle						
4						Bottle						

**Special Note** - Maximum number of labels to be proposed - 04 labels.

- Maximum unit price per bottle of 750ml should be 3.65 (Bids may be submitted in USD, EUR, AUD, or LKR. Non-USD bids will be converted using the official exchange rate published by the Central Bank of Sri Lanka on the bid opening date).
- Any label with unit prices beyond this limit will not be considered for evaluation.
- Please submit your best and final offer.

*Bid Validity :.....*

*Bid Declaration: Yes/ No (to be attached with the bid)*

*Signature:..... [Signature of person signing the Bid]*

*Designation:..... [Designation of person signing the Bid with frank]*

*Date: ..... [Insert Date]*

THIS IS A COMPULSORY FORM. IF THIS FORM IS NOT FILLED AND SUBMITTED, THE BID SHALL BE REJECTED.

#### ANNEXURE D: Bid Securing Declaration

*[The Bidder shall fill in this form in accordance with the instructions indicated in brackets]*

Date: -----[insert date by bidder]

\*Name of contract -[insert name]

\*Invitation for Bid No: -----[insert number]

\*To: -----[insert the name of the Purchaser (SriLankan Airlines)]

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 been invited by SriLankan Airlines, for the period of time of *four 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 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]

THIS IS A COMPULSORY FORM. IF THIS FORM IS NOT FILLED AND SUBMITED, THE BID SHALL BE REJECTED.

**ANNEXURE E: Performance Bond**

[The issuing agency, as requested by the successful Bidder, shall fill in this form in accordance with the instructions indicated]

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

Beneficiary: SriLankan Airlines Limited, Airline Centre, Bandaranaike International Airport, Katunayake, Sri Lanka

Date: -----

PERFORMANCE GUARANTEE No: -----

We have been informed that -----[name of Bidder](hereinafter called "the Bidder") has entered into the Contract dated ----- with you, for the -----Supply of -----[name of contract and brief description] (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 Bidder, we -----[name of Agency] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of -----[amount in figures](-----) [amount in words], such sum being 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 date, 28 days beyond the scheduled completion date including the warranty period] and any demand for payment under it must be received by us at this office on or before that date.

---

[signature(s)]

**THIS IS A COMPULSORY FORM. IF THIS FORM IS NOT FILLED AND SUBMITTED, THE BID SHALL BE REJECTED.**

**ANNEXURE F: Non-collusion Declaration**

I, the undersigned bidder/ bidder's representative/ bidder's agent, honestly, truthfully and solemnly declare that;

- (a) I, nor any other member, agent or representative of the firm/ company/ corporation/ partnership/ sole proprietorship that I represent, have entered into any combination, collusion or similar agreement with any person in connection with the prices to be submitted by any person with respect to the invitation for bid;
- (b) I, nor any person who represents me have acted to prevent any person from submitting a bid or to induce any person to refrain from submitting a bid in connection with the intention for bid (Bid No. ....);
- (c) This bid is not submitted in collusion with any other bid and is not made pursuant to any agreement, understanding or association with any other person in relation to such bid.

I declare that I have not received and will not accept any discount, fee, reward, commission or anything of value, directly or indirectly, from any person, company or corporation in connection with the submission of this bid.

I further declare that I have not given and will not give any discount, fee, reward, commission or anything of value, directly or indirectly, to any person, company or corporation in connection with the submission of this bid.

I, taking full responsibility for ensuring the absence of collusion, hereby pledge to abide by fair and ethical competitive practices throughout the entire procurement process and to fully comply with the relevant Procurement Guidelines issued by the National Procurement Commission.

I hereby declare that all the statements made by me above are true and correct.

.....  
Signature of the Declarant

**ANNEXURE G: Clientele Information Form**

**\* Please provide information on clientele during the past 03 years only**

Company Name		Company Representative's Contact Details (Please state name, official email address and telephone number)	Client since	Products procured
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				

## Annexure H: Sample Contract

The Agreement for Provision of Goods (hereinafter referred to as "Agreement") is made and entered into on this \_\_\_\_ day of .....2026

Between;

SRILANKAN AIRLINES LIMITED a company incorporated in Sri Lanka (Company Registration PB 67) and having its registered office at "Airline Centre", Bandaranaike International Airport, Katunayake, Sri Lanka, (hereinafter called and referred to as "SriLankan Airlines" which term or expression shall where the context so requires or admits mean and include the said SriLankan Airlines Limited, its successors, assignees and representatives) of the One Part;

And

\_\_\_\_ a company incorporated in \_\_\_\_\_ (Company Registration No. \_\_\_\_\_) and having its registered office at \_\_\_\_\_ (hereinafter called and referred to as the "Contractor" which term or expression shall where the context so requires or admits mean and include the said \_\_\_\_\_ its successors, assignees and representatives) of the Other Part.

WHEREAS SriLankan Airlines is desirous of procuring \_\_\_\_\_ on board the SriLankan Airlines flights (hereinafter referred to as "Goods") as per the specifications and estimated quantities provided in Schedules attached herewith to the Agreement.

WHEREAS the Contractor is engaged in supply of \_\_\_\_\_ and desirous of supplying the Goods to SriLankan Airlines on a non-exclusive basis according to the specifications and estimated quantities mentioned herein and communicated by SriLankan Airlines from time to time in the future;

WHEREAS the Contractor has expressed its offer to provide SriLankan Airlines with the Goods according to the terms and conditions provided herein and which offer has been accepted by SriLankan Airlines;

WHEREAS prior to the said offer and the execution of the Agreement, the Contractor has been apprised of the requirements and specification required by SriLankan Airlines for the supply and delivery of Goods and to all other matters which might have influenced the Contractor in making its Tender and has agreed to supply and deliver the Goods to SriLankan Airlines pursuant to the said requirements and specifications set forth in the Tender;

WHEREAS the Contractor has expressed its desire to provide SriLankan Airlines with Goods according to the terms and conditions provided herein.

### IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

#### 1. OBLIGATIONS OF THE CONTRACTOR:

##### 1.1 The Contractor shall:

1.1.1 Deliver Goods as more fully described in the Schedule A in quantities ordered by SriLankan Airlines from time to time, to the locations more fully described in Schedule B hereto according to the specifications provided in Annex A (such schedules and annexes to be part and parcel of this Agreement) on non-exclusive basis on the terms and conditions set out herein.

1.1.2 Be deemed to have appraised itself fully of the provisions of this Agreement.

- 1.1.3 Ensure that Goods provided under this Agreement shall:
  - a) be in accordance with the specifications set out in Annex A;
  - b) conform with any sample provided by the Contractor during the selection process or thereafter and approved by SriLankan Airlines;
  - c) be fit for the purposes envisaged under this Agreement and suitable for consumption;
  - d) meet hygiene and food safety standard specified by IFSA/AEA World Food Safety Guideline and/or ICQA Food Processing Safety Standards;
- 1.1.4 Ensure that it has the necessary/required licenses, approvals and authorizations to provide Goods to SriLankan Airlines envisaged under this Agreement.
- 1.1.5 Deliver the Goods on CFR-CMB basis (defined as per INCOTERMS latest version) to the locations set out in Schedule B in quantities mentioned in the relevant purchase order/releases within 80 days of the date of the order confirmation by SriLankan Airlines. The Contractor shall be responsible for providing all transportation necessary for the safe movement of Goods to the locations as specified in Schedule B of the Agreement.
- 1.1.6 If required by SriLankan Airlines, accept ad-hoc orders to supply Goods to SriLankan Airlines in additional quantities and additional orders for Juices for on board use which are recognised in this Agreement subject to availability and adequate lead time. Where an additional order is placed for juices for on board use which are recognised in this Agreement, the Contractor shall make available the additional quantities and additional orders at the rates stipulated in Schedule C.
- 1.1.7 At its own cost comply with all requirements of any Governmental or local Governmental regulations (particularly with those pertaining to Board of Investment of Sri Lanka, Customs in Sri Lanka or any other country, safety, health, labour, clearing and security) and shall indemnify and hold harmless SriLankan Airlines against any loss, damage or claim that may arise due to the non-compliance with any such regulations.
- 1.1.8 Invoice SriLankan Airlines for the Goods at the rates and in the manner specified and described herein (particularly as set out in Clause 3 and Schedule C).
- 1.1.9 Not assign, transfer or sublet its rights or obligations under this Agreement without the prior written approval of SriLankan Airlines. Provided that the Contractor shall not be relieved of responsibility under this Agreement for such portion of its obligations as are assigned, transferred or sublet.
- 1.1.10 Not at any time, during or after the term of this Agreement, divulge or allow to be divulged to any person any confidential information relating to the business and operations of SriLankan Airlines unless duly authorized in writing by SriLankan Airlines or required under any law.
- 1.1.11 Pay liquidated damages as stipulated in Schedule C if the Contractor fails to deliver the Goods on time or SriLankan Airlines rejects the Goods pursuant to Clause 2.6 hereof.
- 1.1.12 Subject to the terms and conditions of this Agreement, the Goods shall be delivered on CFR-CMB (INCOTERMS latest version) and the rights and obligations of the Parties and the transfer of risk and title shall be governed in terms of CFR-CMB (INCOTERMS latest version).

- 1.2 In the event any of the Goods supplied or delivered pursuant to this Agreement are rejected by SriLankan Airlines, the Contractor shall take immediate steps, and not later than 15 working days from the rejected date to either replace the rejected Goods or make alterations necessary to meet the specifications, free of any costs to SriLankan Airlines.
- 1.3 In the event of any item of the Goods being damaged at any stage prior to the handing over of the Goods to nominated freight forwarder at the port of dispatch or if any item of the Goods are lost during transit from the Contractor's warehouse to the locations as set forth under Schedule B or if any item of the Goods are wrongly supplied, the Contractor shall replace the said damaged, lost or wrongfully supplied item of Goods with new ones and shall ensure that supply and delivery of same is affected speedily and no later than Four (04) weeks from the date of notification by SriLankan Airlines ("Replacement") at its own cost. SriLankan Airlines shall not be liable for any damage or deterioration caused or occurring to the wrongly supplied items under Clause 1.3 while in the custody of SriLankan Airlines. In the event the Contractor fails to provide any of the item of Goods within a reasonable period of time, SriLankan Airlines shall be at liberty to purchase such items of Goods from another source and the Contractor shall reimburse SriLankan Airlines' for any cost incurred in respect of same.

## 2. RIGHTS AND OBLIGATIONS OF SRILANKAN AIRLINES:

- 2.1 SriLankan Airlines shall pay the Contractor for Goods provided at the rates and in the manner specified and described herein (particularly in Clause 3 and Schedule C hereto). For the avoidance of doubt, the adjustment/variation of the quantity of Goods provided under this Agreement shall still be provided by the Contractor in accordance to the same rates as specified under Schedule C.
- 2.2 SriLankan Airlines may vary the Goods specified in the specifications set out in Annex A hereto, giving sufficient lead time, with mutual agreement of the Contractor.
- 2.3 SriLankan Airlines shall have the right to charge liquidated damages against the Contractor as provided in Schedule C where the Contractor fails to deliver the Goods as required under this Agreement or any non-compliance or breach by the Contractor of any of its obligations under this Agreement.
- 2.4 Notwithstanding anything contained in this Agreement, SriLankan Airlines may at any time hire, purchase and/ or engage any other person(s)/contractor(s) to purchase goods which are similar to the Goods contemplated in this Agreement and/or which SriLankan Airlines may deem in its opinion as specialized in nature.
- 2.5 Have the right to inspect and reject the Goods (or any part thereof) provided under this Agreement if in its opinion it decides that such Goods (or any part thereof) fail to meet the specifications required by SriLankan Airlines under this Agreement or is not of merchantable quality and unfit for the purposes intended. SriLankan Airlines right to inspect and where necessary, reject the Goods (or part thereof) after the Goods' arrival or issuance of the Delivery Note shall in no way be limited or waived by reason of the Goods having previously been inspected and passed by SriLankan Airlines or its representative prior to the Goods delivery.
- 2.5 When the Goods are received at the locations as specified in Schedule B, SriLankan Airlines shall conduct a quality and quantity inspection of the same and shall accept the Goods at the locations. If there is a discrepancy in qty received and qty indicated in invoice, UL will inform same to vendor within 3 working days of receipt of shipment to stores.
- 2.6 Upon the acceptance of the Goods by SriLankan Airlines, the Goods shall become and remain the property of SriLankan Airlines. Notwithstanding that title in whole or in part of the Goods may

have passed to SriLankan Airlines pursuant to Clause 2.7, the Contractor shall remain and be responsible to SriLankan Airlines to make good any loss or damage to such Goods due to any act or negligence on the part of the Contractor or Contractor's Representatives; or arising from any incident whatsoever from the commencement of this Agreement until the Goods are handed over to SriLankan Airlines at the port of destination, Colombo and accepted by SriLankan Airlines.

- 2.7 Nothing in this Agreement shall prevent SriLankan Airlines from sourcing similar Goods or any Juices for on board use from any third party on whatsoever basis during the period of the Agreement.
- 2.9 In the event SriLankan Airlines in its opinion decide that the Goods are not in accordance to the requirements and specifications set forth under this Agreement, SriLankan Airlines shall have the right to reject the Goods and:
  - (i) refrain from making any payments pursuant to such Order made in respect of such Goods; and
  - (ii) either replace the rejected Goods with goods meeting the specifications required under this Agreement free of any costs to SriLankan Airlines; or
  - (iii) obtain substitute goods for the rejected Goods and the Contractor shall reimburse to SriLankan Airlines all costs incurred by SriLankan Airlines in respect of same.

### 3. INVOICING & PAYMENT:

- 3.1 The Contractor shall provide the Goods at the rates assigned to each category as described in Schedule C hereto.
- 3.2 The Contractor shall not increase the rates, charges or any other prices set out in this Agreement during the period of this Agreement.
- 3.3 Subject to Clause 3.5, SriLankan Airlines will settle all invoices submitted by the Contractor for Goods under this Agreement within 90 days from the date of shipping. The invoice will be raised at the time of departure of the Goods from the warehouse of the Contractor. A copy of invoice will be emailed to SriLankan Airlines at the time, the invoice is raised.
- 3.4 SriLankan Airlines shall inform any dispute on any invoice within 10 days of receipt of the invoice from the Contractor and proceed to settle the undisputed amount within the payment period referred to in Clause 3.3 hereof. The Parties shall endeavour to resolve the dispute on the invoice amicably within 30 days of notification or any other period mutually agreed and where the Parties fail to resolve the dispute amicably, Parties shall resort to the dispute resolution mechanism provided in this Agreement as a mean to resolve the dispute. If the dispute is resolved in the Contractor's favour, the amount payable to the Contractor shall be payable within fourteen (14) days of the resolution of the dispute.
- 3.5 SriLankan Airlines shall be entitled to withhold any payments due to the Contractor under this Agreement and any sums of money required to be withheld by SriLankan Airlines under any law or regulation for the time being in force and/or pursuant to this Agreement.
- 3.6 Payment shall be made in according to the payment details provided in Schedule C.
- 3.7 Invoices to be addressed to: Manager Financial Services, SriLankan Airlines Ltd, Airlines Centre, BIA, Katunayake, Sri Lanka and/or email to: [swarna.liyanage@srilankan.com](mailto:swarna.liyanage@srilankan.com)

4. LIABILITY & INDEMNITY:

4.1 The Contractor shall indemnify and hold harmless SriLankan Airlines free and clear from and against any and all losses, costs, expenses, claims, damages and liabilities, to SriLankan Airlines, its officers, agents, employees, representatives or any third parties and/or any property, that may arise pursuant to this Agreement, in particular pursuant to (but not limited to) any:

- a) claim in respect of any workers of the Contractor under the Workman's Compensation laws or any other law;
- b) accident, injury or death caused to any person by negligence or wilful misconduct of the Contractor, its servants, agents employees or representatives;
- c) acts of theft, pilferage, damage of property caused by the Contractor or its servants, agents employees or representatives;
- d) if the Goods provided to SriLankan Airlines are not suitable for the use intended and/or does not meet the specifications set out in this Agreement including alleged illness, injury, death or damage as a result of the use of any the Goods produced, packaged, stored or shipped by Contractor; provided, however, that the Contractor shall not be responsible for, and shall not be required to provide indemnification against, any liability for illness, injury, death or damage attributable to defects in Goods that independent investigation discloses originated solely after the Goods left the custody and control of Contractor and was not attributable to any act or omission of Contractor prior to such Goods leaving such custody and control;
- e) violation of any laws, regulations or intellectual property rights of any party;
- f) breach of any obligations, representations, warranties or covenants in the Agreement by the Contractor;

4.2 SriLankan Airlines shall indemnify and hold harmless the Contractor free and clear from and against any and all losses, costs, expenses, claims, damages and liabilities that may arise pursuant to the death or injury of a worker of the Contractor or damage to the Contractor's (or its workers) property caused by SriLankan Airlines' negligence or wilful misconduct.

5. INSURANCE:

5.1 The Contractor shall, without prejudice to its obligations under Clause 5.1 and as a condition precedent to this Agreement, at its own cost secure policies of insurance as described below, acceptable to SriLankan Airlines which shall be kept current throughout the term of this Agreement. These insurances will include but not limited to;

- a) Commercial general liability insurance policy including product liability with a limit of indemnity of not less than USD 500,000 any one incident. The policy shall cover third party (including employees of SriLankan Airlines) for injury / death and/or property damage caused by the Contractor or their representatives and shall include liability for any injury /death to persons (including passengers) using or consuming the products / services offered by the Contractor in the performance of this contract.
- b) Workmen's Compensation Insurance or employer's liability insurance for all employees of the contractor or their representatives involved with performance of this contract. The policy shall include extensions for riot and terrorism.

5.2 Such insurances as aforementioned incorporate the following provisions in respect of liability assumed by the Contractor under this Agreement (unless otherwise specified by SriLankan Airlines):

- a) Name SriLankan Airlines, its successors and assigns, directors, officers, servants, employees, agents and contractors as additional assureds.
- b) A severability of interest clause, where the insurances (except with regard to the limits of liability) will operate in all respects as if there were a separate policy covering each assured.
- c) Confirm that such insurances shall be primary without right of contribution from any other insurance carried by SriLankan Airlines.
- d) Provide that the cover afforded to SriLankan Airlines shall not be invalidated by act or omission by the Contractor or by any other person and shall remain valid regardless of any breach or violation by the Contractor or any other person of any warranty, declaration or condition contained in such insurances.
- e) The Insurer (of the insurances) will provide 15 days prior written notice to SriLankan Airlines of any material change of the insurances affected pursuant to this Clause.

5.3 The Contractor shall also within 15 days of the execution of this Agreement and at each consequent renewal (or renewal of insurances whichever shall occur first) produce an Insurance Policy/Certificate/Endorsement evidencing coverage as per the requirements of Clause 5.1.

5.4 In the event the Contractor defaults and/or fails to comply with any of its obligations under this Clause, SriLankan Airlines may (without prejudice to any other remedy available under this Agreement) pay any premiums that may remain due and unpaid provided that SriLankan Airlines shall be entitled to deduct or charge the Contractor any such amounts expended by it to pay such aforementioned unpaid premiums.

5.5 The insurance coverage required by Clause 5.1 and 5.2 shall at all times be valid and adequate to meet all the obligations set out above and any other obligations required by law. Failure to maintain insurance coverage to the required level will be considered by SriLankan Airlines as a fundamental breach of this Agreement.

## 6. NON-COMPLIANCE:

6.1 In the event of the non-compliance or breach by the Contractor of any of its obligations contained in this Agreement, SriLankan Airlines may at its discretion, without prejudice to any of its rights under this Agreement:

- a) Terminate this Agreement as per Clause 7 below:
- b) Charge the Contractor liquidated damages at the rate specified in Schedule C of the estimated amount of the monies payable for the relevant Goods for the relevant period of non-compliance or breach; and/or

- c) Obtain the Goods from another contractor provided however, that in the event any money is expended by SriLankan Airlines on account of the Contractor's non-compliance or breach of its duties, such said expenditure shall be re-charged to the Contractor.

The Contractor shall in the aforementioned instances make good the irregularity, breach and/or lapse as soon as possible to the satisfaction of SriLankan Airlines and shall reimburse SriLankan Airlines any expenses incurred by it in such said instances.

#### 7. TERM & TERMINATION:

- 7.1 This Agreement shall be valid for a period of 04 years commencing from \_\_\_\_\_ until \_\_\_\_\_ unless terminated earlier and shall automatically stand terminated upon the expiry of the Agreement. Notwithstanding the above, the Parties may extend the Term of this Agreement upon the expiry of the Term for a further period of 1 year by written mutual agreement on the same terms and conditions of this Agreement; provided however that such extension shall be subject to the Contractor's satisfactory performance of the Agreement decided at the sole discretion of SriLankan Airlines.
- 7.2 Notwithstanding Clause 7.1, SriLankan Airlines may terminate this Agreement at any time, without assigning any reasons whatsoever, by giving the Contractor 90 days' written notice of termination without any liability to pay compensation and such termination shall take effect on the expiry of the said 90 days' notice period.
- 7.3 SriLankan Airlines may terminate this Agreement forthwith in writing in the event the Contractor does not:
  - a) provide the Goods at the time, manner and/or to the specifications/ quality required by SriLankan Airlines pursuant to this Agreement;
  - b) comply with the requirements and/or notices of SriLankan Airlines; and/or
  - c) perform, fails or is failing in the performance of any of its obligations under this Agreement.
- 7.4 Subject to Clause 7.3 hereof, either party shall have the right to terminate this Agreement forthwith at any time by giving written notice to the other upon the happening of any of the following events:
  - a) if the other party is in breach of any of the terms or conditions of this Agreement and fails to rectify same within 30 days of the written notice of the breach to the defaulting party or immediately if the breach is incapable of remedy;
  - b) if the other party enters into liquidation whether compulsory or voluntary (otherwise than for the purpose of amalgamation or reconstruction) or compounds with or enters into a scheme of arrangement for the benefit of its creditors or has a receiver appointed of all or any part of its assets or takes or suffers any similar action in consequence of debt; and/or
  - d) if the other party shall cease substantially to carry on trade or shall threaten to cease substantially to carry on trade.

- e) disruption to the performance of the Agreement for a period of more than 60 days due to force majeure event.

7.5 Expiration or termination of this Agreement pursuant to the provisions of this Clause shall be without prejudice to the accrued rights and liabilities of either party.

7.6 On termination of this Agreement the Contractor shall only be entitled to receive the payment of monies (less any monies as SriLankan Airlines is entitled to deduct/set-off under this Agreement) for Goods duly provided in accordance with the terms of this Agreement. The Contractor shall not be entitled to any further costs, remuneration consequential or special damages, loss of profits or revenue claimed to have been suffered by the Contractor (including its agents, employees and representatives) as a result of this Agreement.

7.7 In the event SriLankan Airlines terminates this Agreement in whole or in part, pursuant to 7.3 a), b) or c) of the Agreement, SriLankan Airlines may procure upon such terms and in such manner as it deems appropriate, goods, as the case may be, similar to those undelivered under the Agreement, and the Contractor shall be liable to SriLankan Airlines for any excess costs for such similar goods procured by SriLankan Airlines. However, the Contractor shall continue performance of the Agreement to the extent not terminated herein.

## **8. BANK GUARANTEE:**

8.1 At the execution of this Agreement, the Contractor shall furnish SriLankan Airlines a bank guarantee for the sum as set forth under Clause 2.1 of Schedule C, as an irrevocable and unconditional bank guarantee draw able on demand in Sri Lanka from a bank acceptable to SriLankan Airlines, in a form and substance satisfactory to SriLankan Airlines as security for the due and proper performance by the Contractor of its obligations under this Agreement. All applicable bank charges (including any charges at the time of encashment) on such bank guarantee shall be borne by the Contractor. The said bank guarantee shall remain in force for the duration of this Agreement and 90 days thereafter.

8.2 The proceeds of the Bank Guarantee shall be payable to SriLankan Airlines as compensation for any loss resulting from the Contractor's failure to complete its obligations under the Agreement.

8.3 The Bank Guarantee will be discharged by SriLankan Airlines and returned to the Contractor within 90 days of the expiry of this Agreement or within 90 days following the date of completion of Contractor's obligations under the Agreement, whichever is later, less monies due to SriLankan Airlines and/or as SriLankan Airlines is entitled to deduct/set-off under this Agreement.

8.4 In the event, that the Contractor fails to pay any monies due to SriLankan Airlines (or any part thereof) as and when the same become payable under this Agreement, SriLankan Airlines shall be entitled to adjust or deduct any monies due to SriLankan Airlines from the Bank Guarantee accordingly. In the event of an adjustment or deduction of the Bank Guarantee by SriLankan Airlines against any sums due from the Contractor, the Contractor shall immediately submit to SriLankan Airlines the amount adjusted or deducted by SriLankan Airlines and restore the Bank Guarantee to its original amount.

8.5 SriLankan Airlines shall not make any payments under this Agreement to the Contractor until SriLankan Airlines has received the Bank Guarantee as stipulated under Clause 8 hereof.

8.6 SriLankan Airlines' rights with respect to the Bank Guarantee shall be in addition to any other rights or remedies available to SriLankan Airlines.

## **9 GOVERNING LAW:**

9.1 This Agreement shall be governed by the laws of Sri Lanka and subject to the jurisdiction of the courts in Sri Lanka.

## **10. FORCE MAJEURE:**

10.1 In the event that either party shall be wholly or partly unable to carry out its obligations under this Agreement by reasons or causes beyond its control, including by way of illustration Acts of God or the public enemy, fire, floods, explosions, epidemics, insurrection, riots or other civil commotion, war, Government order or by any other cause (excluding, however, strikes, lockouts or other labour troubles), which it could not be reasonably be expected to foresee or avoid, then the performance of its obligations in so far as they are affected by such cause shall be excused during the continuance of any inability so caused. Such cause(s) shall however as far as possible be remedied by the affected party with all reasonable despatch.

10.2 Notwithstanding the above each party shall give the other as soon as possible notice of the occurrence or imminent occurrence of an event as indicated above and where such notice is given verbally it shall be followed immediately in writing.

10.3 In the event the force majeure event relates to delivery of Goods by the Contractor, unless otherwise directed by SriLankan Airlines in writing, the Contractor shall continue to perform its obligations under the Agreement as far as is reasonable and practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event. In case of delays in the completion of delivery in accordance to the time schedule as specified in the respective Purchase Order(s) due to any of the force majeure event mentioned above, the time schedule for the delivery of Goods shall be extended accordingly.

## **11. GENERAL:**

11.1 This Agreement shall constitute the entire agreement and understanding of the parties and shall supersede all prior agreements, whether written or oral between the parties hereto concerning the subject matter hereof.

11.2 In the event of a conflict between this Agreement and its Schedules, the Schedules shall take precedence over this Agreement in respect of the subject matter thereof. In the event of a discrepancy between Purchase Order and the Agreement, the Purchase Order will take precedence over this Agreement in respect of the subject matter thereof.

11.3 In the event that either party shall be rendered wholly or partly unable to carry out its obligations under this Agreement as a result of strikes, lockouts and labour troubles, then such party so incapacitated shall compensate such other for damage and/or loss suffered by such other as a result of such strike, lockout or labour trouble.

11.4 At all times the Contractor (together with its workers) will be deemed to be an independent contractor and shall not under any circumstances be considered an employee, representative or agent of SriLankan Airlines.

11.5 The right and remedies of SriLankan Airlines against the Contractor for the breach of any condition and for obligations undertaken by the Contractor under this Agreement shall not be prejudiced or deemed to be waived by reason of any indulgence or forbearance of SriLankan Airlines.

- 11.6 Nothing in this Agreement shall prevent SriLankan Airlines from availing itself of any remedies provided under the general law in addition to the remedies stipulated in this Agreement.
- 11.7 Except to the extent as amended under the Purchase Order(s), this Agreement shall not be varied or modified otherwise than by an instrument in writing of even date herewith or subsequent hereto executed by or on behalf of SriLankan Airlines and the Contractor by its duly authorised representatives.
- 11.8 If any provision of this Agreement should become or be adjudged invalid or unenforceable for any reason whatsoever, such invalidity or unenforceability shall not affect any other part of this Agreement and all other provisions shall remain valid and in full force and effect.
- 11.9 The titles to the clauses in the Agreement are for convenience of reference only and do not form part of this Agreement and shall not in any way affect the interpretation thereof.
- 11.10 SriLankan Airlines does not grant the Contractor any right, title or interest in any of its designs, labels, know-how, trade names, trademarks, service marks, logos and other distinctive brand features or business identifiers, logo, copyright or any other intellectual property rights of SriLankan Airlines ("Intellectual Property Rights") except as expressly authorised in writing by SriLankan Airlines and the Contractor shall not have any right, title or interest in the said Intellectual Property Rights of SriLankan Airlines other than the right to use it for purposes of this Agreement for the Term hereof only with the express written consent of the SriLankan Airlines.
- 11.11 The Contractor shall not issue any press release or other public announcement related to this Agreement, written or oral, without the prior written consent of SriLankan Airlines, except as required by law or a court order. For avoidance of any doubt, the Contractor shall not make, give or issue any press release or other press activity involving or referring to SriLankan Airlines or any of its affiliates or their services or operations, without SriLankan Airlines prior written approval.
- 10.5 The Contractor expressly assures and warrants that it has all the necessary approvals, authorizations and licenses to enter into this Agreement and to provide the Goods envisaged under this Agreement.
- 10.6 Any notice or other communication required or authorised by this Agreement to be served or given by either party to the other shall be deemed to have been duly served or given if in writing and
  - (a) left at or sent by prepaid registered post to the last known place of business of that; or
  - (b) sent by fax or e-mail to such place of business and confirmed by prepaid registered post, similarly addressed, within 24 hours of the despatch of such fax or e-mail.

In the case of SriLankan Airlines to -

SriLankan Airlines Limited  
 Commercial Procurement,  
 Bandaranaike International Airport,  
 Katunayake  
 Sri Lanka  
 Fax : 01 9733 5225  
 E-mail: [dinithi.balasooriya@srilankan.com](mailto:dinithi.balasooriya@srilankan.com) / [Wiranga.perera@srilankan.com](mailto:Wiranga.perera@srilankan.com)  
 Attention: Ms. Dinithi Balasooriya / Mr. Wiranga Perera

In the case of the Contractor to -

IN WITNESS WHEREOF the parties hereto have caused their authorised signatories to place their hands hereunto and to one other of the same tenor on the date first referred to above in:

For and on behalf of  
SRILANKAN AIRLINES LIMITED

---

Name:  
Designation:

Witness:

Name:  
Designation:

For and on behalf of

---

Name:  
Designation:

Witness: \_\_\_\_\_

Name:  
Designation:

## SCHEDULE A

### 1. Preliminary:

- 1.1 The specifications of Goods shall be deemed to form and be read and construed as an integral part of the Agreement.
- 1.2 If persons contracted by and on behalf of the Contractor require any security passes, clearances or other relevant documentation for the provision of Goods, the Contractor shall ensure that such passes clearances and documentation have been duly secured from the relevant parties/authorities in a timely manner.
- 1.3 Please refer Annex A attached for Specifications of the

### 2. Time Schedule:

- 2.1 The Contractor shall upon receipt of the Purchase Order successfully complete the supply and delivery of the Goods to the locations specified in Schedule B according to the time tables given by SriLankan Airlines as set forth under the Purchase Agreement, Purchase Order or Purchase release in accordance to the terms and conditions of the Agreement.

## SCHEDULE B

### (LOCATIONS)

#### 1. Locations:

The Contractor shall supply and deliver the Goods on CFR-CMB basis (INCOTERMS latest version). Contractor will be responsible for the shipment till it reaches Colombo port.

#### 2. Access to Locations:

- 2.1 Access to and from all premises of SriLankan Airlines will be subject to instructions and directions given by SriLankan Airlines and/or any other relevant party or authority.
- 2.2 The Contractor will ensure that workers contracted for and on behalf of the Contractor to provide the Goods under this Agreement shall under no circumstance violate Clause 2.1 above.
- 2.3 The Contractor shall indemnify SriLankan Airlines or any other party for death, injury, loss or damage in the event the Contractor or its workers for whatever reason are in breach of Clause 2.1 or any other stipulations under this Agreement.

SCHEDULE C  
(RATES & CHARGES)

**1. Rates**

- 1.1 Rates payable by SriLankan Airlines to the Contractor in respect of the Goods specified under this Agreement will be as follows:  
Please refer Annex B for details.
- 1.2 Notwithstanding Clause 1.1 in this Schedule, SriLankan Airlines shall be entitled to deduct from the aforementioned amounts payable by SriLankan for the delivery of the Goods any monies as may be deductible under this Agreement.
- 1.3 All payment shall be payable by wire payment to the following bank account of the Contractor:

Bank details:

Bank Name	
Bank Address	
Account Number	
SWIFT	
Sort Code	
IBAN	

**2. Bank Guarantee**

- 2.1 Bank Guarantee amount shall be for an amount of ..... (10% of the total contract value) as security to secure the due and proper performance by Contractor of its obligations inter alia under this Agreement.

**3. Liquidated Damages**

The Contractor shall pay liquidated damages as follows:

Incident	Liquidated Damages
Delayed delivery	If the Contractor delays the delivery of Goods for more than 10 days from original delivery date set forth in the Purchase Order, the Contractor shall pay 1% of the invoice value for each day of delay commencing from the delivery date up to a maximum of 30 delayed days.
Non-compliance or Breach of Agreement	If the event of any occurrence of any non-compliance of the requirements of this Agreement or breach of this Agreement, the Contractor will be charged _____ as liquidated damages not as a penalty for each occurrence of non-compliance by the

	Contractor of requirements under this Agreement or breach of this Agreement.
--	--

Notwithstanding Clause 3 of Schedule C above, SriLankan Airlines shall have the right of settling any other amounts as costs or damages arising from the Contractor's breach, non-performance or partial performance of its obligations under this Agreement.

#### 4. Liquidated Damages

The Contractor shall pay liquidated damages as follows:

Incident	Liquidated Damages
Delayed delivery	If the Contractor delays the delivery of Goods for more than 10 days from original delivery date set forth in the Purchase Order, the Contractor shall pay 12% of the invoice value for each day of delay commencing from the delivery date up to a maximum of 30 delayed days.
Non-compliance or Breach of Agreement	If the event of any occurrence of any non-compliance of the requirements of this Agreement or breach of this Agreement, the Contractor will be charged _____ as liquidated damages not as a penalty for each occurrence of non-compliance by the Contractor of requirements under this Agreement or breach of this Agreement.

Notwithstanding Clause 3 of Schedule C above, SriLankan Airlines shall have the right of settling any other amounts as costs or damages arising from the Contractor's breach, non-performance or partial performance of its obligations under this Agreement.

ANNEX A  
(SPECIFICATIONS)

ANNEX B

TYPE	ITEM	ESTIMATED QUANTITY	UNIT PRICE
GOODS			
TAXES			
TOTAL COST PAYABLE			

Payment Term:

Method of payment : \_\_\_\_\_

Bank details : \_\_\_\_\_

Head Office : \_\_\_\_\_

Account Name : \_\_\_\_\_

Period of Agreement : 04 years commencing from \_\_\_\_\_ until \_\_\_\_\_  
Price shall be fixed for the Term of the Agreement

Annexure I: Vendor Information form

**VENDOR INFORMATION FORM**  
(To be filled by the vendor)

<b>Section A – Basic information of the vendor</b>	
1. Registered Name of the Vendor:	
2. Date of Incorporation:	
3. Country of Incorporation:	
4. Nature of business:	5. Company type:
6. Telephone & Fax numbers: Tel: _____ Fax: _____	7. E-mail address:
8. Registered address:	
9. Other contact details (if any):	
10. Registered Name and address of the agent (if any)	
<b>Section B – Details of Directors, Shareholders and related parties</b>	
1. Name(s) of Directors	

2. Name(s) of Shareholders	
3. Name (s) of Directors of Parent/Subsidiary who are also Directors of SriLankan Airlines	
4. Name(s) of Directors of Parent/Subsidiary who are also Employees of SriLankan Airlines	
5. Names of Close Family Members who are either Directors/Employees of SriLankan Airlines	

As the 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 vendor's authorized signatory:**

Name:

Designation:

Date:

Signature & Company Rubber Stamp:

**Section C -Business verification: Duly signed and stamped copy of above document to be supported by the following documents**

✓ Tick the appropriate boxes

<input type="checkbox"/> A copy of the Certificate of Incorporation certified by the Company Secretary of the vendor Company	<input type="checkbox"/> A copy of Form 15 (Sri Lankan Companies) certified by the Company Secretary or a letter from the Company Secretary confirming the shareholding.
<input type="checkbox"/> A copy of Form 20 (Sri Lankan Companies) certified by the Company Secretary or a letter from the Company Secretary confirming the directors	<input type="checkbox"/> For Partnerships, list of partners confirmed by one of the partners, preferably by the most senior partner.
<input type="checkbox"/> For partnerships and sole proprietorships, certificate of business registration	<input type="checkbox"/> Audited financial statements of the vendor Company for the last three years
	<input type="checkbox"/> Others (specify)





# 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/464/26	03.03.2026 at 9.00 a.m.	1,300,000 CYL of Levonorgestrel 0.15mg + Ethinylestradiol 0.03mg Tablet	20.01.2026	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)

**PROCUREMENT DOCUMENT FOR INVITATION OF INTERNATIONAL COMPETITIVE BIDDING (ICB) FOR THE SUPPLY OF PHARMACEUTICALS,**

**PROCUREMENT NO. / PROCUREMENT REFERENCE : DHS/P/WW/464/2026**

**CLOSING AT 9.00 am SRI LANKA TIME ON: 03.03.2026**

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**TERMS AND CONDITIONS OF BID/INSTRUCTIONS TO BIDDERS**

**01. INTRODUCTION**

- 01.1 The State Pharmaceuticals Corporation of Sri Lanka (SPC) is a fully Sri Lankan Government owned organization engaged in the procurement of Pharmaceuticals, Surgical Consumables, Surgical non-consumables, Laboratory Items, Reagents and Raw materials etc., for its own stocks and distribution for use in all Government Hospitals of the Department of Health Services, and hospitals under the provincial Councils through Medical Supplies Division (MSD).
- 01.2 Procurement is mainly done by International Competitive Bidding strictly according to terms, conditions and specifications as stated in the documents herewith.
- 01.3 All products imported into Sri Lanka should be registered with the National Medicines Regulatory Authority (NMRA) of Sri Lanka. (where Applicable) Therefore, all prospective Bidders should advise their Local Representatives to attend to such Registration.
- 01.4 All prospective bidders are advised to read and understand the following terms & conditions covering this Bid as no plea of lack of information or insufficient information will be entertained after closing of Bids.

**02. INVITATION TO BID**

- 02.1 The Chairman, Procurement Committee, State Pharmaceuticals Corporation of Sri Lanka will receive sealed Bids, for the procurement of the pharmaceuticals, **surgical consumables, surgical non-consumables, laboratory items, reagents and raw materials etc.** given in the **Annexure – 1** and deadline for the submission of bids will be as specified therein.

- 02.2 Foreign and Local Manufacturers/ Suppliers or their Accredited Agents/ Representatives for Sri Lankan Market are eligible to bid. If Bidder is not the manufacturer, bidder should provide valid Letter of Authorization from the manufacturer.
- 02.3 The item/items offered should have a valid registration from NMRA & same should be attached to Bid.
- 02.4 The Bids from local manufacturers/suppliers should be inclusive of Supply & Delivery within Colombo Municipal Limits to Medical Supplies Division.
- 02.5 This Bid is covered by Procurement Guideline 2024 (Goods, works & non consulting Services) and Guidelines for Procurement of Pharmaceuticals and Medical Devices of a Consumable nature 2022 issued by the Ministry of Finance, Economic Stabilization and National policies Ministry of Health of Government of Sri Lanka, subject to modification and/or amendments made into it or will be made in to it, by the respective authorities from time to time.
- 02.6 The Bidders could quote for one or more items indicated in the Annexure- 1 and they could submit only one Bid for each item/items.

**NOTE: If supplier / Bidder is providing copies of Letter of Authorization, NMRA Registration, same should be attested by an Attorney at Law/Notary Public as the provided a document is a “true copy of the original seen by him/her”.**

### 3. SUBMISSION OF BID

- 03.1 Bids shall be submitted in two envelops 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: The Chairman, State Pharmaceuticals Corporation of Sri Lanka, “Mehewara Piyasa”, 16<sup>th</sup> Floor, No.41, Kirula Road, Colombo 05, Sri Lanka.
- 03.2 Sealed Bids, may be dispatched either by registered post to the address given above or deposited in the Tender Box kept for the purpose at the Administration Department of the above address to receive on or before the closing date and time.
- 03.3 Fax/E-mail offers directly sent to State Pharmaceuticals Corporation are not acceptable.
- 03.4 The left hand top-corner of the envelope should indicate the Bid reference and the closing date and time of bid.
- 03.5 The original payment receipt for purchasing the bidding document has to be annexed to the offer/Bid. Offers/Bids without same will be liable for rejection.
- 03.6 Bids should be received on or before the closing date and time specified in Annexure1. Late Bids will not be accepted and will be returned unopened.
- 03.7 The Corporation shall NOT accept responsibility for the Bid misplacements or premature opening of bids if the cover has not been marked as given above. (Para 03.5) and/ or not deposited in the correct Tender box., Bid evaluation committee may consider calling samples after closing of tender if necessary.

03.8 Bidder should certify genuineness of all the documents submitted with the bid by an affidavit. It is necessary to list out each and every document attached to the bid in the said affidavit.

**NOTE:**

- 01. Bids should be submitted as per the format given in the Bid document of SPC (Annexure 2A and 2B)**
- 02. The items offered should strictly be in compliance with the specifications at Annexure 1.**
- 03. All bidders shall furnish an unconditional Bid Bond, encashable on demand, to the value specified in Annexure 1.**
- 04. The Bids that do not conform or non-responsive to the Terms and Conditions given herewith will be rejected.**
- 05. Bid Bond should be addressed to Chairman State Pharmaceuticals Corporation**

**04. FORMAT OF BID**

- 04.1 Bids should be submitted according to the format given in **Annexure 2A & 2B**.
- 04.2 Offered items should bear both the SR number and the Item number.
- 04.3 However at the Bid opening only the item number will be read out. Therefore, price quoted should be shown against each item number.
- 04.4 Bids which are not in the prescribed format or are not in strict conformity with the terms, conditions and specification laid-down in this Bid shall be rejected.
- 04.5 The Bid shall contain no interlineations, or even writing except as necessary to correct errors made by the Bidder - in which case such corrections shall be initialed by the person or persons signing the bid.
- 04.6 All Bids, literature etc., should be in the English Language.
- 04.7 The Department Procurement committee reserves the right to reject any bid which do not conform to the specifications given and/ or not responsive in any manner at any time, if such non-conformity or non-responsiveness disclosed.
- 04.8 Bids should be signed by the principal bidder or by a personnel authorized by the principal bidder through a Power of Attorney or a Board Resolution authorizing the signatory to sign the Form of Bid. The original or a duly certified copy of such Power of Attorney or the Board resolution should be submitted along with the bid. The Name & the Designation of the signatory must be mentioned.

If the Power of Attorney is executed in Sri Lanka. It shall be executed before two witnesses and attested by a Notary Public.

Or

Any Power of Attorney executed outside Sri Lanka, it shall be executed before two witnesses and ambassador or a high commissioner, or a diplomatic officer or a consular officer or a person (Attorney-at-Law) who is authorized to attest such power of attorney according to the law of relevant country.

And

Any Power of Attorney shall be duly registered with the Registrar General's Department of Sri Lanka.

In the case of a Joint Venture (JV), the JV agreement or a letter indication the intention to form a JV shall be submitted. In the case of a sole proprietorship, the Form of Bid shall be signed by the sole proprietor. In the case of a partnership, if the Form of Bid is not signed by all partners, it shall be accompanied by a Power of Attorney signed by the non-signing partners authorizing the signing partners. In the case of a Company limited by liability, the form of Bid shall be signed by a person authorized by a Board Resolution.

**NOTE:**

1. *Any Document stipulated in the Procurement Guideline 2024 Goods works & Non consultant Services and Guidelines for Procurement of Pharmaceuticals and medical Devices of a consumable nature 2022 (including power of attorney) should be submitted at the time of bidding.*
2. *A letter of authorization should be submitted during the procurement process before awarding the contract*
3. *Scan document will be accepted at the time of bidding; however, original document (with a wet ink signature) should be submitted during the procurement process before awarding the contract.*

**05. BID FEE**

A non-refundable fee as indicated in Annexure1 should be paid in cash to SPC for each set of Bidding documents.

**06. VALIDITY OF OFFER**

06.1 Bidders should keep their offers valid for acceptance for a period of at least **180 days** (one hundred and eighty days) from the date of closing of Bid. or

Date until which the Bid should be valid as indicated in the Annexure I. No increase in price will be permitted after opening of bid.

06.2 However, the relevant Procurement committee (PC) may solicit the bidder's consent to extend the validity of offer and if the bidder agrees to such request, the validity of the Bid Bond should also be extended accordingly. The bidder will not be permitted to modify or amend his bid if validity is extended.

**07. BID OPENING**

07.1 Bids will be opened immediately after closing, at the Head Office of the State Pharmaceuticals Corporation at "Mehewara Piyasa", 16th Floor, No.41, Kirula Road, Colombo 5, Sri Lanka at the date and time specified in **Annexure 1**.

07.2 The bidder or their authorized representatives will be permitted to be present at the opening of Bids.

- 07.3 Only the bid marked 'Original' will be opened at the time of bid opening.
- 07.4 The Bid Opening Committee who opens the bids will read out (or cause to be read out) to those present, the name of each Bidder as well as the amount quoted together with discounts, if any.
- 07.5 Whether or not a Bid Bond has been submitted, and the amount of Bid Bond if submitted shall also be announced. Details of the make-up of any Bid will not be read out.
- 07.6 Any other detail which the Bid Opening Committee determines as necessary will be read out.

## **08. BONDS/GUARANTEES**

### **(a) Bid Bond ( Bid Security)**

- 08.1 Bidders should furnish an unconditional Bid Bond as per **Annexure 3** encashable on first written demand to the value stated against each item in the **Annexure 1** of the Bidding Document. Bid Bond should be submitted together with the Bid or to reach SPC on or before the closing date and time of Bid. Bids submitted without Bid Bonds, will not be considered.
- 08.2 The Bid Bond should be valid for at least 30 days beyond the validity of the Bid. The amount of bid bond and the date until which the bid should be valid is indicate in the Annexure1.
- 08.3 The Bid Bond shall be as per specimen at **Annexure 3** and shall be issued by one of the following institutions.
  - a) A local commercial bank approved by the Central Bank of Sri Lanka, which is operating in Sri Lanka.
  - b) A foreign commercial bank operating in Sri Lanka, which is approved by the Central Bank of Sri Lanka.
  - c) A foreign bank operating outside of Sri Lanka, provided that the relevant Bank Guarantee is confirmed by a local or foreign bank operating in Sri Lanka, which is approved by the Central Bank of Sri Lanka.
  - d) A cash deposit equivalent to the Bid Bond value stated against each item in Annexure 1 can be submitted as bid security. In such instances where a cash deposit is made by the bidder, the original receipt of the deposit must be submitted along with the bid.
- 08.4 When the bid bond is issued in a currency different from the currency of the bid price, the applicable exchange rate for determining compliance with the bid bond value shall be the selling rate of the relevant currency published by the Central Bank of Sri Lanka as of the bid issuing date specified in Annexure 1.
- 08.5 Master Bid Bonds are not acceptable.
- 08.6 Bids which do not comply with this requirement will be rejected. As per para 06.2 if relevant Procurement Committee make a request to extend the validity of the Bid Bond the bidder may have to honor that request.

**(b) PERFORMANCE BOND**

08.7 The successful Bidder should provide & unconditional Performance Bond, 10% of total value awarded within 14 days from the award confirmation.

Failure to comply with this request shall constitute sufficient grounds for the Corporation to cancel such award and forfeit the Bid Bond/Security.

08.8 However, the State Pharmaceuticals Corporation Procurement Committee, reserves the Right to increase the required Performance Bond at their discretion.

08.9 The Performance Bond shall be as per specimen **Annexure 4** - and shall be issued by one of the institutions given at para 8.3.

08.10 Claims on the Performance Bond will be made by the Corporation on the very first instance the supplier fails to comply with the terms and conditions of Bid/Indent/Agreement and L/C.

08.11 In case of forfeiture of Performance Bond on delaying delivery of the 1<sup>st</sup> lot, the supply of subsequent Lots (if any) should be decided with the consent of relevant Procurement Committee, Provided the supplier submits a fresh Bond for 10% of contract value.

**NOTE:**

1. **Validity of the Performance Bond should be minimum 30days beyond the last delivery date stipulated in the Indent. In the event of any extension request by SPC, supplier should comply.**
2. **All the performance Bond should be addressed to Chairman State Pharmaceuticals Corporation of Sri Lanka.**

**09. FORCE MAJEURE**

Please See Annexure6 Clause No 18 Under force Majeure.

**10. ASSIGNMENT OF CONTRACT**

No Contract may be assigned or sublet without due authority. The State Pharmaceuticals Corporation reserves itself the right to refuse to recognize a Power of Attorney issued by the Contractor to any other party authorizing such party to carry on the contract on the contractor's behalf.

**11. FRESH STOCKS (Where Applicable)**

11.1 Supplies should be from fresh stocks manufactured recently conforming to the stipulated specifications and shelf life in Annexure1. However, shelf life remaining at the time of receipt of goods at Medical Supplies Division, Sri Lanka should be greater than **85%** out of the total shelf life of the product.

11.2 Corporation reserves the right to call for free replacement of goods supplied with inadequate residual shelf life, or reject such consignment and refrain from its clearance from the Port.

11.3 Please See Clause No 02 in Annexure 06. "Goods"

## **12. FREE REPLACEMENTS / REIMBURSEMENTS**

12.1. Please see clause No. 3 in **Annexure No. 6** under "Reimbursement or replacement of cost due to quality issues".

## **13. DELIVERY:**

Please see clause no. 7 in Annexure No. 6 under "Terms of Delivery".

## **14. PACKING & STORAGE / CONDITIONS**

Please see Clause No.: 04 in Annexure No. 6 under "Packing / storage and Temperature (where applicable)".

Bidders should provide details regarding storage temperature accepted by NMRA when submitting Bids (where applicable)

## **15. LABELLING**

Please see clause no 05 & 06 in Annexure No. 6 under "labelling (where applicable)"

## **16. BID PRICE & CURRENCY**

16.1 Foreign offers should be on C & F (CPT/CFR) Colombo basis. FOB offers are not acceptable. All local suppliers/manufacturers should quote in LKR or any acceptable foreign currency for the total delivery price to MSD stores.

### **NOTE:**

**Bid for the supply of goods, Manufactured in Sri Lanka could Be quoted in terms of para 2.4. Quantum of Domestic Preference will be governed by the circulars and guide lines of the General Treasury applicable at the Bid closure (Annexure7). All bidders offering goods manufactured in Sri Lanka should complete and submit enclosed with "Domestic Value-added form" along with Annexure 5. Bidders should support their claims to Domestic Preference with documentary proof.**

16.2 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.

16.3 Any request for a price increment due to LKR depreciating against foreign currency will not be accepted and such bid will be rejected at the preliminary stage of bid evaluation.

## **17. COUNTRY OF ORIGIN, PORT OF SHIPMENT AND NAME OF MANUFACTURER**

17.1 The Country of Origin, Port of Shipment and Name of Manufacturer should be given in the quotation for each item offered. (Country of origin & the manufacture should be tally with the NMRA registration)

17.2 Shipment should be made exclusively on vessels belonging to the Ceylon Shipping Corporation or those chartered by them. However, shipment 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.

## 18. QUALITY CERTIFICATE (WHERE APPLICABLE)

18.1 (a) Corporation reserves the right to nominate Independent Competent Authorities for the issue of pre-shipment Certification (Certificate of Quality, Quantity and Loading). In such an event, the cost of such certification must be borne by the supplier and should be included in the Bid (Annexure 2B).

(b) The Secretary, Ministry of Health, Sri Lanka reserves the right to nominate suitable persons to inspect the production and quality control facilities of bidders and manufacturers and their records. Bidders, who refuse permission to our nominees to carry out such an audit will be automatically disqualified.

(c) The expenses involved in the inspections should be born by the manufacturer/ supplier.

18.2 Bidders should conform and should submit the results of the Dissolution and Bio- equivalence for products when stated in the item specification.

## 19. WHO CERTIFICATION SCHEME FOR QUALITY OF PHARMACEUTICAL PRODUCTS MOVING IN INTERNATIONAL COMMERCE (IF APPLICABLE)

(a) A certificate of Pharmaceutical Product (COPP) or Free Sales Certificate for surgical and laboratory items issued by the Competent Authority in the manufacturer's country confirming that the item bided has been authorized to be placed in the market for sale and use in the country of manufacture, should be submitted along with the Bid.

(b) The certificate of Pharmaceutical Product or the Free Sales Certificate should also certify that the Manufacturing Plant in which the product is produced is subject to inspection at suitable intervals, and that the manufacturer conforms to the requirement for Good Practices in manufacture and quality control as recommended by the World Health Organization in respect of products to be sold or distributed within the country of origin or to be exported.

(c) All batches offered should conform to the requirements of the Competent Authority for sale or distribution within the country of manufacture or where appropriate to published specifications, e.g.: BP/USP or to established specifications provided by the manufacturer. These certificates should indicate the name and dosage form of the product, the batch number, the date of manufacture, date of expiry, storage conditions, date of packaging, labeling, nature of the container, results of analysis and other data (BATCH CERTIFICATES).

## 20. REGISTRATION WITH THE NATIONAL MEDICINES REGULATORY AUTHORITY (NMRA) (WHERE APPLICABLE)

20.1 All Products imported to Sri Lanka should be registered with the National Medicines Regulatory Authority of Sri Lanka (Please see para 01.3). Therefore, all Prospective Bidders should advise their Local Representatives to attend to such Registration.

20.2 A Certified copy of the NMRA registration Certificate certified by Attorney-at-Law or notary public should be submitted along with the Bid or during the procurement process before awarding the contract.

**NOTE:**

**If the bidder submits evidence that the bidders authorized local agent has applied for renewal of registration at least six months before the date of expiry of the current registration, deemed sufficient to satisfy the requirement of registration.**

**20.2 The Registrar of Public Contracts.**

Awards over Sri Lankan Rupees (LKR) Five Million should be registered with the Registrar of public contracts by the successful Bidders or their local agents.

This bid is administered by the provisions of the “Public Contract Act. No. 3 of 1987” and therefore, in the event any person act as an agent, sub-Agent representative or nominee for and on behalf of the Bidder, he shall register himself, in accordance with the Public Contract Act. The Valid original registration certificate should be submitted along with the Bid.

**21. SAMPLES (WERE APPLICAPABLE)**

- 21.1 Representative samples in respect of items offered should be submitted to SPC, clearly indicating the word “sample”, the bid reference/bid number, SR No. name of the bidder, closing date & time on the outer pack / envelope.
- 21.2 Samples should be submitted to reach SPC on or before the closing date & time of bids and an acknowledgement receipt should be obtained from the Administration Department of SPC and the receipt should be attached to the bid.
- 21.3 All Prospective bidders are advised to submit their samples through their Local Agents if any to ensure compliance with this request. Even past suppliers other than the present supplier are liable to submit representative samples as specified therein.
- 21.4 It should be noted that this is a compulsory requirement and all Bids that do not comply with this requirement will be rejected.
- 21.5 If the Bidder does not have a Local Agent, then samples should be sent to “STATE PHARMACEUTICALS CORPORATION OF SRI LANKA, “MEHEWARA PIYASA”, 16<sup>th</sup> FLOOR, NO. 41, KIRULA ROAD, COLOMBO 05, SRI LANKA.” With the outer pack marked with Bid Reference, closing date and time indicating the words ‘Sample’. A No Commercial Value Invoice (indicating nominal value for custom’s purpose only) together with Analytical Certificates should be attached to the consignee’s copy of Air Way bill and a copy should also be sent direct to the State Pharmaceuticals Corporation of Sri Lanka, “Mehewara Piyasa”, 16th Floor, No. 41 Kirula Road, Colombo 5, Sri Lanka. All these documents and all sample packs should bear the Bid Reference (without which the customs will not permit clearance).

21.6 All samples (except bulk drugs or raw materials) must be in their original trade containers properly labeled in the English Language and should be according to section 15 of this document.

21.7 Samples should not be included in the envelope carrying the Bid. Samples should be sent separately to the Administration Department of the SPC.

Bidders are advised to attach Sample Submission Acknowledgement Receipt with the Bid.

21.8 Evaluation of samples are done as per specifications (**Annexure 1**) published with the bidding documents.

21.9 Quantities of Samples required (should be in their original trade containers Except for Raw Materials or Chemicals).

- a) Tablets or Capsules Minimum : 3 containers and Minimum 300 tablets/capsules.
- b) Parenteral Preparations Injections - 3 innermost packs
  - c) Powder for injections - 3 innermost packs
  - d) Intravenous Infusions, Concentrated solutions for Injections - 3 innermost packs
- e) Vaccine and Serum Analysis - 3 innermost packs
- f) Eye Drops/Ear Drops Nasal Drops - 3 containers
- g) Ointment/ cream/ Oral / liquids/ Dusting Powder - 3 containers
- h) Solution/ Syrups/ Pressurized Inhalations - 3 containers
- i) Extracts / Tinctures - 3 containers
- j) Pessaries / Suppositories - 3 trade packs
- k) Waxes - 200g X 3

21.10 In case of quality failure reports / complaints samples are sent to NMQAL, for further analysis if analysis is possible at NMQAL. Minimum amount of dosage units required by the NMQAL is as follows.

<b>Dosage</b>	<b>Strength / Volume</b>	<b>Sample Size</b>
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Tablets / Capsules	$\leq 2\text{mg}$	: 200 units ,	$>2\text{mg}$	: 100 units
Infusions	$\leq 200\text{ml}$	: 20 units	$>200\text{ml}$	: 15 units
Injections	$\leq 3\text{ml}$	: 85 units	$>3\text{ml}$	: 50 units
Powder for Injections	$\leq 2\text{mg}$	: 85 units	$>2\text{mg}$	: 65 units
Eye/ Ear Drops		: 45 units		
Mixtures / Elixirs		: 06 units (unopened)		
Applications / Tinctures		: 02 units		
Oral Rehydration Salts (ORS)		: 15 units		

In case of requesting to test for microbial contamination or discoloration in bulk packs, at least two (02) unopened packs should be sent.

21.11 One of the tender samples of the selected bid shall be forwarded to MSD, for using as a reference sample (can make it as a part of the last consignments received under the Indent/PO applicable for all surgical items and regular category of laboratory item, when specified in respective order lists) (When required)

The images of the specimen labels, minimum pack and outer most box / shipper carton, that satisfies the above-mentioned labelling conditions, shall also be provided within 14 days of releasing the Indent by SPC

## 22. TESTING OF PRE-SHIPMENT SAMPLES

- a) The Procurement Committee has the authority to decide whether pre-shipment samples are to be tested. If so, the supplier will have to bear the cost of testing.
- b) If pre shipment samples fails the award will be cancelled.
- c) In order to ensure the product to be sourced meet with the stipulated criteria, testing of pre-shipment samples is mandatory where a purchase of 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 as and when decided by the BEC or by the Procurement Committee.

## 23. TESTING OF BATCH SAMPLES

23.1 In the case of distribution to Hospitals/ State Institutions, random batch samples and random post-marketing samples of all goods supplied will be tested at the NMQAL /Quality Assurance & Research Laboratory of the State Pharmaceuticals Corporation / any other Labs nominated by SPC / MSD and reports on its suitability issued. The findings of the reports /committee decisions will be final and binding. Goods reported as unsuitable and not conforming to the laid down specifications will be rejected and subsequently destroyed. The suppliers should agree to refund its landed cost plus an additional 25% as an administrative cost. within 30 days from the date of intimation.

### 23.2 Product Liability

- (a) In the event of an order being placed, the supplier should indemnify the State Pharmaceuticals Corporation of Sri Lanka against all product liability claims arising against items supplied on his bid. e.g. incorrect labelling, deviation from agreed specifications etc.
- (b) In case lowest evaluated responsive supplier is Bidding for a product which has not been supplied before, the State Pharmaceuticals Corporation Procurement Committee, reserves the right to purchase only part quality from such supplier and to get feedback from the end users to decide on the balance quantity.
- (c) However, in such cases the price offered for the total amount should be maintained for the awarded quantity.

## 24. PAYMENT

(Letter of Credit/ Document against payment/ payment by cheque) Please see Annexure 6, Clause no: 08 under payment.

## **25. PATENT RIGHTS (AND OTHER THIRD-PARTY RIGHTS) AND ROYALTIES**

The suppliers shall at all times indemnify and keep this Corporation indemnified against any and all claims arising at any time on Account of Patent rights or other rights, whether from manufacturers or others, from the use of the supplied goods in Sri Lanka.

## **26. CONTRACT**

(a)The successful supplier should agree to enter into a Contract/Agreement with the State Pharmaceuticals Corporation.

## **27. EXAMINATION, EVALUATION AND COMPARISON OF OFFERS**

- 27.1 Evaluation will be done as per bid forms (Annexure-2A, 2B ) and Bid evaluation summary sheet (Annexure 2C ) – where applicable
- 27.2 The purpose of bid evaluation is to determine the lowest evaluated bid from the substantially responsive bids received.

**Comparison of foreign offers and local offers 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.

### **i) Preliminary examination**

The Bid received will be examined by the Bid Evaluation Committee appointed for each bid to determine whether they are complete, whether they are from eligible bidders, whether required bid bond has been furnished in required format, whether the document has been properly signed, whether there is only one offer, whether any computational errors and whether the samples are provided if required and whether the specimen Bid form at **Annexure 2 (A)** has been followed and the price schedule as per **Annexure 2 (B)** has been followed.

**ii) Prior to detailed evaluation**

**Preliminary evaluation will be done considering the responsiveness each offer of Annexure 2A, 2B & 2C.**

iii) The Corporation will also examine the Bids in order to ensure the correctness of the Bids. Arithmetical errors, if any, will be corrected on the following basis;

- a) If Discrepancy is between Unit Price and Total Price, then the Unit Price shall prevail and the Total Price will be corrected.
- b) If Discrepancy is between words and figures, the amount in words will prevail.
- c) If a Discrepancy appears between the original bid and the duplicate, the original will prevail.

iv) All the items offered in Annexure 2B should conform strictly to the technical specifications set out in the Annexure1 of this document and will be taken in to account at the time of evaluation.

27.3 This Corporation reserves the right to nominate suitable persons to inspect the production and quality control facilities of bidders and manufacturers and their records. Such an Audit will be done during normal working hours.

27.4 Bidders who refuse permission to corporation nominee to carry out such an audit will be automatically disqualified from the bid.

27.5 If there is any disagreement on quality failures found at the SPC laboratory, the suppliers or their representatives could personally observe the tests done at corporation laboratory.

**Note: After a detail evaluation, finally substantially lowest responsive bidder will be awarded.**

## 28. BID AWARD

28.1 The Corporation will notify the successful bidders by Fax and e-mail or any other acceptable practical way that bid has been accepted. (letter of award)

28.2 Awards are made to suppliers taking into consideration among other factors; prices quoted, past performance, quality of samples, delivery offered, product registration etc.,

28.3 The State Pharmaceuticals Corporation Procurement Committee reserves to itself the right without question to -

- (a) Accept any Bid, or portion of a Bid;
- (b) Accept portions of more than one Bid;
- (c) Reject all or any Bids;
- (d) Direct that fresh Bids be called for.
- (e) Cancel the Bid

28.4 In the event of an award made to you on this bid, SPC reserve the right to cancel/suspend the procuring of said order in any stage, if you would be placed in the defaulted supplier's list due to quality failure found in your previous supplies made to SPC or non-compliance of contractual agreement.

28.5 The State Pharmaceuticals Corporation Procurement Committee reserves the right, at time of award to decrease the quantity required, by 25% without any change in price or other terms and conditions

## 29. BIDS FROM THOSE OTHER THAN MANUFACTURERS

Bids for supply of goods which are not manufactured by the bidder should be supported by a **Letter of Authorization** issued by the Manufacturer at the time of the bidding process (before awarding) indication that the bidder has been authorized to supply the Goods. The bids which fail to comply with aforementioned documents will be rejected.

### NOTE:

**Supplier should adhere to all the terms and conditions stipulated in**

1. **Procurement Guideline 2024 Goods works & Non consultant Services**
2. **Guidelines for Procurement of Pharmaceuticals and medical Devices of a consumable nature 2022**
3. **Bid Document**
4. **Indent / Purchase Order**
5. **Agreement**
6. **Letter of Credit**

## 30. ALTERNATIVE BIDS

If alternative bids are submitted, they should be in separate bid forms accompanied with separate bid securities with each bid and the bidder should mark the bids as "Original bid" and "Alternative bid". In such situations, only the Original Bid will be considered initially for evaluation.

### **31. TERMS AND CONDITIONS**

Prospective bidders should acquaint themselves, fully with these terms and conditions and if any further clarification is required, please contact the undersigned. No plea of lack of information or insufficient information will be entertained at any stage.

### **32. NON – COLLUSION AFFIDAVIT**

All bidders should submit a Non-collusion Affidavit along with the Bid, as per the format given in Annexure 08.

SPC reserves the right to reject offers which do not comply with above conditions.

**Abbreviations:** SPC; State *Pharmaceuticals Corporation*, MSD; *Medical Supplies Division*,

Yours faithfully

**STATE PHARMACEUTICALS CORPORATION OF SRI LANKA**

**PROCUREMENT OFFICER**

**DHS – [-----)**

**Telephone: (00) 94- 11 -**

**Fax: (00) 94 – 11 –**

**E-MAIL address :**

**CC :**

## Annexure 1

**BID NO./BID REFERENCE DHS/P/WW/464/2026**Date of Bid Invitation : 20.01.2026Closing on : 03.03.2026 at 9.00 am

MSD ORDER LIST NO. – 2026/SPC/N/R/P/00106

(A) Item No.	(B) SR Number	(C) Item Description/Specifications	(D) Quantity	(E) Delivery Schedule	(F) Bid Bond Value (LKR) & (USD)
01	01300802	<p><b>Levonorgestrel 0.15mg + Ethinylestradiol 0.03mg Tablet</b></p> <p>Levonorgestrel 0.15 mg and Ethinylestradiol 0.03mg Tablets BP</p> <p>OR</p> <p>Levonorgestrel 0.15 mg and Ethinyl Estradiol 0.03mg Tablets USP</p> <p>OR</p> <p>Levonorgestrel 0.15 mg and Ethinyloestradiol 0.03mg Tablets IP</p> <p>One pack (cycle) of Oral contraceptive pills should consist of 28 pills.</p> <p>21 monophasic hormonal pills should contain a combination of Levonorgestrel BP/USP/IP 0.15mg and</p> <p>Ethinylestradiol BP/ Ethinyl Estradiol USP/ Ethinyloestradiol IP OR</p> <p>Ethinylestradiol IP 0.03 mg</p> <p>in each tablet(colour- white or beige).</p> <p>The remaining 07 pills should contain Ferrous Fumarate 75 mg in each tablet(colour- brown).</p> <p>Note:</p> <p>1. Shelf life of the product should be minimum of 36 months</p>	1,300,000 CYL	<p>650,000 CYL/ Immediately</p> <p>650,00 CYL/ July 2026</p>	LKR: 593,580.00 USD : 1,917.00

		<p>** Please refer special tender conditions for the item</p> <p><b>Packing : 25 CYL in a pack</b></p>			
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Sufficient quantity of Representative samples for the item to be submitted for the evaluation as tender samples.

**Bid validity period: Bid should be valid till 30.08.2026 [As specified in the Procurement Guideline 2024]**

**Bid Bond valid till 29.09.2026 (date) [As specified in the Procurement Guideline 2024]**

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

- When the required value of the Bid Bond is not indicate in the column (F), Bid bond for such item(s) should be submitted amount to a minimum of 2% of the quoted value of the item(s) if the total quoted value of the same item(s) equal or exceed LKR 1million.
- Bidders should provide details regarding storage temperature accepted by NMRA when submitting bids.

A non-refundable fee of LKR 12,500/= + taxes should be paid in cash to the SPC for each set of Tender Documents and attached it to the offer

#### MSD 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: SOCs 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.

**Annexure 2A****SPECIMEN FORM OF BID (SUPPLIES)**

Chairman,  
..... I Procurement Committee

.....

.....

<b>BID FOR THE SUPPLY OF</b>
.....
<b>BID NO./BID REFERENCE</b> .....

1. I/ We, the undersigned, having read and fully acquainted myself/ourselves with the contents of the Terms and Conditions of Bid/Instructions to Bidders and Contract and Annexure1 where specifications and delivery of items required pertaining to the above Bid, hereby undertake to supply the goods referred to therein, in accordance with the aforesaid Instructions, Terms and Conditions as per price quoted in the attached Annexure2 B.

2. I/ We confirm that this offer shall be open for acceptance until.....  
and that it will not be withdrawn or revoked prior to that date.

3. I/We attach hereto the following documents as part of my/our Bid:

- (1) Price schedules (as per Annexure2 B – Bid Form)
- (2) Documentary evidence to establish Registration of product with the National Medicines Regulatory Authority Certificate No .....
- (3) Documentary evidence to establish that goods offered are from an eligible source and origin.  
(Document as required in Para. 4 of the Terms & conditions of the Bid).
- (4) Bid Bond
- (5) Any other documents (give details).

4. I/We understand that you are not bound to accept the lowest bid and that you reserve the right to reject any or all Bids or to accept any part of a Bid without assigning any reasons thereof.

5. We undertake to adhere to the Delivery Schedule indicated.  
6. My/Our Bank Reference is as follows:

.....

.....

Signature: .....

Name of Bidder : .....  
Address : .....

E-mail: .. ....  
Telex - .. ....  
Fax: .. ....  
Date .....

## STATE PHARMACEUTICALS CORPORATION – BID FORM

## ANNEXURE 2 (B)

(To be submitted in duplicate)

BID NO./BID REFERENCE.....

CLOSING ON:

.....

NAME & ADDRESS OF MANUFACTURER :  
per this

(Bidders should prepare their own forms as

NAME & ADDRESS OF BIDDER :  
are liable

format. Offers which are not as per the format

to be rejected)

1 SR NO./ITE M NO.	2 FULL DESCRIPTION OF ITEM REQUESTED, THE STANDARD AND THE STORAGE TEMPERATURE	3 FULL DESCRIPTION OF ITEM OFFERED, THE STANDARD AND THE STORAGE TEMPERATURE	4 PACK SIZE OFFERED	5 QTY OFFERED	6 PROBABLE SHIPMENT/DELI VERY DATE	7 UNIT PRICE & CURRENCY (DELIVERY PRICE TO MSD STORES) With VAT	8 UNIT PRICE & CURRENCY (DELIVERY PRICE TO MSD STORES) With out VAT	9 TOTAL DELIVERY PRICE TO MSD STORES	10 NMRA REGISTR ATION CERTIFI CATE NO. & DATE OF EXPIRY	11 SHELF LIFE	COUNTR Y OF ORIGIN

1. Cost of Inspection Certificate (If not included in the unit delivered price) .....

Indicate from whom independent Pre-shipment Certificate of Quality, Quantity and Loading will be submitted.

2. Indicate date when samples were submitted: - .....
3. Indicate Bid Bond No, value and Validity (Where applicable) :-.....
4. Quotation Valid up to :.....
5. Local manufacturers/ Importers should indicate in column No. 10 Local /Total delivery price to Stores at Medical Supplies Division, No. 357, Baddegama Wimalawansa Thero Mawatha, Colombo 10.
6. Bidders shall indicate VAT Component of the quoted price (s) separately in the Bid Form when applicable.  
VAT registration Number of the Bidder/Supplier should be mentioned.

We confirm that we have read and understood the terms, conditions and specifications covering this tender and submitted our offer accordingly. We are not listed as defaulted/ black-listed Bidder in any Government Institution in Sri Lanka. "In the event of goods being rejected due to un-acceptable quality, replacement or reimbursement decided by the Procurement Entity of its value and an additional 25% of the total value at landed cost as an administrative charge will be made".

Name of Bidder : .....

Signature of Bidder : .....

(With Name and Designation of Signatory)

Official Stamp of Bidder : .....

Postal Address of Bidder : .....

Telephone No. : .....

E-mail : .....

Fax No. :

Name of Bankers with Account No.

Beneficiary :

(Inform your terms and conditions and special instructions for opening Letters of Credit in the event of an award in your favour)

:

NOTE

1. Storage temperature of the offered items should be prominently indicated in the column No. 2.

## Annexure 3

**Format for Bid Security Guarantee**  
**(Procurement Manual Reference - 5.9 [Option – 1])**

*[This bank Guarantee form shall be filled in accordance with the instructions indicated in brackets]*

----- *[Insert issuing agency's name and address of issuing branch or office]*

**Beneficiary:** ----- *[Insert (by PE) name and address of Employer/ Purchaser]* **Date:**

----- *[Insert (by issuing agency) date]*

**BID GUARANTEE No.:** ----- *[Insert (issuing agency) number]*

We have been informed that ----- *[Insert (issuing agency) name of the bidder; if a Joint Venture, list complete legal names of partners]* (hereinafter called “the bidder”) has submitted to you its bid dated ----- *[Insert (issuing agency) date]* (hereinafter called “the bid”) for the execution/supply *[select appropriately]* of *[Insert name of contract]* under invitation for bids No. ----- *[Insert IFB number]* (“the IFB”).

Furthermore, we understand that, according to tour conditions, Bids must be supported by a Bid Guarantee.

At the request of the Bidder, we ----- *[Insert name of issuing agency]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of ----- ----- *[Insert amount in figures]* ----- *[Insert amount in words]* upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the bid conditions, because the Bidder.

- (a) has withdrawn its Bid during the period of bid validity specified; or
- (b) does not accept the correction of errors in accordance with the instructions to Bidders (herein after “the **ITB**”) of the **IFB**; or
- (c) having been notified of the acceptance of its Bid by the Employer/Purchaser during the period of bid validity, (i) fails or refuses to execute the contract form, if required, or (ii) fails or refuses to furnish the Performance Security, in accordance with the **ITB**.

This Guarantee shall expire: (a) if the Bidder is the successful bidder, upon our receipt of copies of the Contract signed by the Bidder and of the Performance Security issued to you by the Bidder; or (b) if the Bidder is 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, otherwise it will remain in force up to ----- *(Insert date)*

Consequently, any demand for payment under this Guarantee must be received by us at the office on or before that date -----.

*[signature(s) authorized representative(s)]*

**Acceptable Format for Performance Guarantee/Security  
(Procurement Manual Reference - 5.19)**

----- *(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 condition 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 the total an amount of ----- *(amount of figures)* (-----) *(amount in words)*, such sum being payable in the types and proportions of currencies in which the Contract prices 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 scheduled 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)]

## SPECIFICATIONS FOR MONOPHASIC COMBINED ORAL CONTRACEPTIVE PILLS

## 2026 Order

Product	Levonorgestrel 0.15 mg + Ethinyl Estradiol 0.03 mg, tablets USP/BP
Quantity	1,300,000 (One million three hundred thousand) cycles
Description	<p>One pack (cycle) of Oral contraceptive pills should consist of 28 pills.</p> <p>21 monophasic hormonal pills should contain a combination of Levonorgestrel 0.15 mg and Ethinyl Estradiol 0.03 mg in each tablet (colour- white or beige)</p> <p>The remaining 07 pills should contain Ferrous Fumarate 75 mg in each tablet (colour- brown)</p>
	<p>The manufacturer should have the following documents</p> <ol style="list-style-type: none"> <li>1. Good Manufacturing Practices (GMP) certification in accordance with recommendations of WHO, from the country of manufacture.</li> <li>2. Evidence of pre-qualification by either UNFPA/ WHO/ USAID/IPPF with date of prequalification.</li> <li>3. Registration with National Medicines Regulatory Authority (NMRA), Sri Lanka</li> <li>4. Certificate of the Pharmaceutical Product (COPP).</li> <li>5. Registration for product to be marketed in the country of manufacture.</li> <li>6. Evidence of use in the country of manufacture.</li> <li>7. Real time stability data at recommended storage conditions for 3 (three) years.</li> </ol> <p><b>N.B.</b> After delivery of goods, if there is any suspicion of quality failure or complaint regarding the product, samples of the product will be sent to a WHO accredited laboratory at the supplier's expense.</p>
General Conditions	<ul style="list-style-type: none"> <li>• The supply should be from the freshly manufactured stocks (within 3 months of manufacture)</li> <li>• Expiry Date should be at least 3 years from the date of manufacture (i.e. shelf life = 3 years)</li> </ul>
Packaging & labelling	<p><b>1. Pills</b></p> <p>Oral contraceptive pills should be packed in a user-friendly aluminium/PVC blister pack. Each pack (cycle) should contain 28 pills.</p> <p>The pack should be insect, water, heat and moisture resistant.</p> <p><b>N.B.</b> The pills should be suitably packed to be stored under room temperature (25°C – 35°C) and humidity (75%-100%) so that the pills maintain its effectiveness throughout its shelf life.</p>

## Annex 1

## 2. Aluminium/PVC blister pack (cycle)

## Front

- There should be clearly printed arrows on the foil, which show the direction in which the pills should be taken. The foil should be in a light colour and the arrows in a darker colour (see Fig 1).



Fig 1 : Front view of the packet

- A special tactile indicator (an arrow) should be embossed on the first tablet in the blister pack to assist visually impaired patients. By feeling the indicator, they should be able to easily identify the first tablet and commence their 28-day regimen.
- There should be clearly printed arrows on the foil, which show the direction in which the pills should be taken. The foil should be in a light colour and the arrows in a darker colour (see Fig 2).
- The date of manufacture, date of expiry and the batch/lot no. should be clearly indicated on each blister pack (see Fig 2).
- The contents of the hormonal pills and the ferrous pills should be clearly indicated (see Fig 2).
- The logos of the Family Health Bureau, Government of Sri Lanka, 'Family Health Bureau' should be clearly printed on each card (see Fig 2).

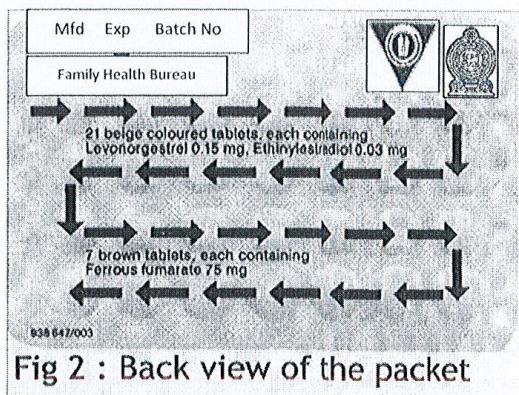


Fig 2 : Back view of the packet

## Annex 1

3. Small inner box

- 25 blister packs should be packed in air & water tight aluminium foil bag & two (2) such bags should be packed in a small box to contain 50 cycles.
- The logos of the Family Health Bureau, Government of Sri Lanka, 'Family Health Bureau' and 'Not for sale' should be clearly printed on each small box.
- Storage condition should be clearly printed

4. Outer corrugated carton

- 40 small boxes (each containing 50 cycles) should be packed in a strong carton to contain 2000 cycles.
- The carton should be strong and should not lose its shape when stacked during (up to 8 feet) storage.
- The carton should be made of corrugated cardboard with double wall, Strength 1400 g/sqm.
- The outer cartons should be strapped or shrink wrapped and delivered on standard size pallets.
- A label should be pasted or printed on all four sides of the carton with the following information.
  1. Generic name and strength (also Brand name if applicable)
  2. Logo of the Family Health Bureau
  3. Logo of Government of Sri Lanka
  4. Wordings 'Family Health Bureau, Ministry of Health, Sri Lanka'
  5. Quantity (in each box)
  6. Batch/Lot no
  7. Date of manufacture
  8. Date of expiry
  9. Storage conditions
  10. 'Not for sale' in prominent letters or colour

*N.B. The art work for the labels on the blister pack and inner box should be approved by Family Health Bureau prior to the final print.*

<b>Delivery</b>	<ul style="list-style-type: none"> <li>• The above-mentioned quantity should be delivered in two (2) shipments of 650,000 cycles at 5-6 month intervals.</li> <li>• Each shipment should be sent in 20-foot Containers.</li> <li>• Director MCH, Family Health Bureau should be informed <u>10 days prior</u> to the arrival of shipment.</li> </ul>
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Note: All normal conditions of supply will apply.