DEMOCRATIC SOCIALIST REPUBLIC OF SRI LANKA

MINISTRY OF HEALTH

Emergency Health Components of: (i) Support to Colombo Urban Regeneration Project (SCURP) – AIIB Loan No. L0081A and (ii) Reduction of Landslide Vulnerability by Mitigation Measures Project (RLVMMP) - AIIB Loan No. L0124A

financed by

ASIAN INFRASTRUCTURE INVESTMENT BANK (AIIB)

REQUEST FOR QUOTATIONS

SUPPLY OF HEALTH SECTOR GOODS [LABORATORY ITEMS]

HSRP/PMU/PRO/G/MS/L/4 (2023)	Procurement of Automated Nucleic Acid Extraction Items

22nd Sep. 2023

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REQUEST FOR QUOTATION

SUPPLY OF HEALTH SECTOR GOODS [LABORATORY ITEMS]

1. The Democratic Socialist Republic of Sri Lanka has received a loan from the Asian Infrastructure Investment Bank (AIIB) to implement the Emergency Health Components of: (i) SCURP; and (ii) RLVMMP under Ministry of Health and it intends to apply part of the proceeds of this loan to payments under the Contract for the **Procurement of Automated Nucleic Acid Extraction Items** with Contract No. **HSRP/PMU/PRO/G/MS/L/4 (2023).** The details are as follows.

Project Title	: Emergency Health Components of: (i) Support to Colombo Urban Regeneration Project (SCURP) – AIIB Loan No. L0081A and (ii) Reduction of Landslide Vulnerability by Mitigation Measures Project (RLVMMP) - AIIB Loan No. L0124A
Source of Funding	: Asian Infrastructure Investment Bank
Name of Procurement	: Procurement of Automated Nucleic Acid Extraction Items
Contract Reference	: HSRP/PMU/PRO/G/MS/L/4 (2023)
Date of Issue of Request	: 22/09/2023
To	: ....

COPY

2. The Project Director, Emergency Health Components of: (i) SCURP; and (ii) RLVMMP of Ministry of Health (Purchaser) hereby requests you to submit price quotation/(s) for the supply of **Automated Nucleic Acid Extraction Items** as described below in the **Scope of Goods** manufactured outside Sri Lanka.

Item No	Stock Ref No	Item	Unit	Qty
1	43604102	MagCore Genomic DNA Whole Blood Kit (Cartrige Code 101) for Automated Nucleic Acid Ex.	Extraction	1,080
2	43604202	MagCore Genomic DNA Whole Blood Kit (Cartrige Code 102) Automated Nucleic Acid Extract	Extraction	1,080

3. You may quote for one item, multiple items or all items. Each item shall be evaluated separately and contract/s will be awarded separately to the Supplier/s offering the substantially lowest evaluated price for each item.

4. Suppliers are required to quote for the total quantity required under each item. Failure to quote for the total quantity required under each item shall result the quotation being treated as non-responsive and rejected without further evaluation. To assist you in the preparation of your price quotation we enclose the necessary technical specifications and quantities as well.

5. If you/your firm, however, falls under any of the following conditions, your quotation shall not be considered:
   (a) you/your firm have/has been associated with the preparation of this Scope of Goods that is the subject of this request was identified, or
   (b) you/your firm are/is owned by the Purchaser, or
   (c) you/your firm are/is currently sanctioned or temporarily suspended by the Asian Infrastructure Investment Bank for a violation of its Policy on Prohibited Practices. (https://www.aiib.org/en/policies-strategies/operational-policies/prohibited-practices.html)
   (d) the contracting of services from your country or any payment to persons or entities in your country is prohibited in compliance with a decision of the United Nations Security Council under Chapter VII of the Charter of the United Nations.

6. To be qualified, you must have experience as a manufacturer outside Sri Lanka or authorized supplier/agent of the item covered by this Request for Quotation and, as evidence, you must also attach documentary proof to substantiate that you have successfully completed one contract of similar nature and size of each quoted items in the supply schedule within last 3 years.

7. Interested qualified eligible suppliers are invited to obtain a copy of the Request For Quotation documents free of-charge from the web address given below. There shall be no other conditions for obtaining the quotation documents.
   https://www.hsep.lk/index.php/aiib/projects-tenders/tenders

8. Your quotation/(s) should be submitted in accordance with the following instructions, procedures, and the terms and conditions of the Contract.

   Preparation of Quotations

   (a) Your price quotation/(s) shall be for one item or multiple items as described in the **Scope of**

Goods, and submitted only in the attached **Form of Quotation** with the priced **Supply, Delivery and Price Schedule.**

(b) Suppliers shall express their all inclusive price (import, clear the goods from port/ air port, deliver the same to MSD Warehouse) in Sri Lankan Rupees (LKR). Purchaser shall not pay any other charges towards the above supply other than VAT.

(c) The prices should be quoted for supply and delivery to the location/s indicated in the "Delivery Schedule". and should be accompanied by adequate technical documentation (in English language) for the item quoted, including names and addresses of firms providing warranty in Sri Lanka. Any quotation not meeting above delivery requirement shall be treated as non-responsive and rejected without further evaluation.

(d) You shall submit only one set of quotations for the above items. Your quotation must be typed or written in indelible ink and shall be signed by you or your authorized representative.

a. All columns on this form must be filled by the supplier
b. Any alterations/deletions should be cut off by one line and re-written, and initialed by the supplier
c. Please avoid using Tippex and any similar substance or writing one over the other
d. Please indicate any discount applicable or if any other tax is charged in addition to the amount quoted
e. Complete form of quotation with signature of the supplier & company seal in each page with supportive documents should be submitted along with quotation

(e) You shall submit one original of the **Form of Quotation**, and clearly marked "Original". In addition, you shall also submit one copy marked as "COPY". In case of any discrepancy between the Original and Copy, the Original shall prevail.

(f) Your quotation(s) should be valid for a period of 60 days from the deadline for submission of the quotation/(s) as indicated below. If you withdraw your quotation during the validity period and/or refuse to accept the award of a contract when and if awarded, then you will be excluded from the list of Suppliers for the Ministry of Health for two years.

Submission of Samples

(g) Purchaser shall request from the lowest evaluated substantially responsive supplier to supply a sample within one week of such request. Failure to submit an acceptable sample meeting the technical specifications of the product in both quality and standards within the designated period shall result in rejection of the quotation without considering for further evaluation. If past suppliers and current suppliers are willing to submit the same item with the same brand, will be excluded from submitting samples.

(h) New suppliers who are registered in NMRA, but not supplied to Ministry of Health previously, will be excluded from submitting sample. But depending on the Purchaser's

discretion samples may be subjected to be verified by a subject specialist or an end user.

NMRA Registration

(i) The item/Items offered should have a valid registration from NMRA. A certified copy of registration should be submitted with the quotation. Priority will be given to the offers with NMRA registration.

(j) Considering the urgent nature of this procurement, waiving off of the NMRA registration may be considered as an exception.

Submission and Opening

(k) Bid Security is not required.

(l) Your **Form of Quotation** should be submitted on or before 10.00 am on 03/10/2023 with the required documents that should be signed, sealed in an envelope and addressed to and delivered to the following address. Note that e-quotations are not accepted.

Purchaser's Address **Project Director**
Emergency Health Components of: (i) SCURP; and (ii) RLVMMP
81/4, Rosmead Place, Colombo 07.

(m) Quotations shall be opened in public, in the presence of participating supplier's representatives who choose to attend, on 03/10/2023 at 10.00 am immediately after the submission at the following address.

Project Director
Emergency Health Components of: (i) SCURP; and (ii) RLVMMP
81/4, Rosmead Place, Colombo 07.

Evaluation of Quotations

(n) Offers determined to be substantially responsive to the commercial/eligibility requirements and technical specifications will be evaluated by comparison of their prices without VAT. An offer is not substantially responsive if it contains material deviations or reservations to the terms, conditions, and specifications in this **Request for Quotation**, and it will not be considered for further evaluation. The Purchaser will evaluate and compare only the quotations determined to be substantially responsive. In evaluating the quotations, the Purchaser will adjust for any arithmetical errors as follows:

a. where there is a discrepancy between amounts in figures and in words, the amount in words will govern;
b. where is a discrepancy between the unit rate and the line-item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern; and
c. if a Supplier refuses to accept the correction, his quotation will be rejected.

(o) The offers received will be examined and evaluated by the Technical Evaluation Committee for compliance with the following:

a. Comply with the specifications
b. Valid registration from NMRA

c. Quality of samples
d. History of debarment or suspension at the time of submission of quotation due to quality failure
e. Offered price in the quotation (without VAT & other statutory taxes)
f. Delivery schedule offered
g. successfully completed at least one contract of similar nature and size of each quoted items in the supply schedule within last 3 years.

Purchaser has right to contact any supplier for any clarification without any changes from the substance of the quotation.

(p) The currency that shall be used for evaluation and comparison purposes shall be Sri Lanka Rupees (LKR)

Award of Contract

(q) The Purchaser shall award the contract to the supplier whose quotation has been determined to be substantially responsive to this Request for Quotation.

(r) The supplier whose quotation has been accepted will be notified by the Purchaser within 28 days from the date of quotation submission deadline through the return of a copy of the **Form of Quotation** with **Acceptance** signed by the authorized representative of the Purchaser.

(s) The successful Supplier shall sign the **Contract** governed by the annexed **Contract Terms and Conditions** in Sri Lanka (Purchaser's country).

(t) In the event of an order being placed, the supplier should indemnify the Ministry of Health against all product liability claims arising out of the items supplied on his bid. e.g. due to incorrect labelling, deviation from agreed specifications etc.

(u) The successful supplier should agree to enter into a contract agreement (as per Annex I) with the Purchaser immediately after receipt of the letter of award. All stamp fees (if any) in connection with this Agreement will have to be borne by the successful supplier. A copy of the contract agreement is attached with the Conditions of this quotation.

(v) At the time the Contract is awarded, the Purchaser reserves the right to increase or decrease the quantity of Goods by 25% originally specified in Form of Quotation and without any change in the unit prices or other terms and conditions of the Quotation.

Packing and Labelling

(w) Pack Size offered should conform to requirements of Director, Medical Supplies Division (D/MSD). All outer carton and inner box (If any) of Pharmaceuticals should contain the following information.

a. Description of the Item
b. Date of Manufacturer

c. Date of Expiry in 1.5cm size letter/Figure in visible manner
d. Batch No.
e. Name and Address of Manufacturer
f. Package Number
g. Stock Reference Number (SR No.)
h. State Logo of the Government of Sri Lanka

All outer and inner box (if any) should contain the following information.

a. Description of the item
b. Name and Address of Manufacturer
c. Package Number
d. Stock Reference Number (SR No.)
e. State Logo of the Government of Sri Lanka

However, depending on the urgency and the demand/requirement of this item at the time of awarding Purchaser has right to consider waiving off the packaging and labelling requirement.

9. Further information can be obtained from:

Purchaser's Address: **Project Director**
Emergency Health Components of: (i) SCURP; and (ii) RLVMMP
81/4, Rosmead Place, Colombo 07
Telephone : 0112 697 173, 0112 697 183
Fax : 0112 697 163
Email : hsrp.pmu.aiib@gmail.com
Web : www.hsep.lk

10. The Purchaser intends to apply part of the proceeds of the **Asian Infrastructure Investment Bank (AIIB)** loans (as referred to in point 1 above) for eligible payments under the **Contract** resulting from this **Request for Quotation**.

11. Under **AIIB'S Policy on Prohibited Practices**, The Bank requires compliance with the Bank's Policy on Prohibited Practices, as set forth in the attachment to the Contract Terms and Conditions (Attachment A). In further pursuance of this Policy, Suppliers shall permit and shall cause their agents (where declared or not), subcontractors, subconsultants, service providers, suppliers, and personnel, to permit the Bank to inspect all accounts, records and other documents relating to the RFQ and contract performance (in the case of award), and to have them audited by auditors appointed by the Bank.

12. supplier/supplier's firm, joint venture partners, associates, parent company, affiliates or subsidiaries, including any subcontractors or suppliers for any part of the Contract, are not, or have never been, temporarily suspended, debarred, declared ineligible, or blacklisted by the Purchaser's country, any international organization, and other donor agency.

    If so debarred, declared ineligible, temporarily suspended, or blacklisted, please state details (as applicable to each joint venture partner, associate, parent company, affiliate, subsidiaries, subcontractors, and/or suppliers):[1]

[1] Any such disclosure shall be forwarded by the Purchaser to AIIB

(a) Name of Institution: _____

(b) Period of debarment, ineligibility, or blacklisting (start and end date): _____

(c) Reason for the debarment, ineligibility, or blacklisting: _____

13. Supplier/supplier's firms, joint venture partners', associates', parent company's affiliates or subsidiaries', including any subcontractors' or suppliers', key officers and directors have not been [charged or convicted] of any criminal offense (including felonies and misdemeanors) or infractions/violations of ordinance which carry the penalty of imprisonment.

    If so charged or convicted, please state details:[2]

    (a) Nature of the offense/violation: _____

    (b) Court/Area of jurisdiction: _____

    (c) Resolution (i.e. dismissed; settled; convicted/duration of penalty): _____

    (d) Other relevant details: _____

14. Supplier/supplier's firm understands that it is supplier's obligation to notify AIIB should Supplier/supplier's firm, joint venture partners, associates, parent company, affiliates or subsidiaries, including any Subcontractors or Suppliers, be temporarily suspended, debarred or become ineligible to work with AIIB or any other multilateral development banks, the client's country, international organizations, and other donor agencies, or any of your key officers and directors be charged or convicted of any criminal offense or infractions/violations of ordinance which carry the penalty of imprisonment.

15. Any misrepresentation that knowingly or recklessly misleads, or attempts to mislead may lead to the automatic rejection of the quotation/bid or cancellation of the contract, if awarded, and may result in remedial actions, in accordance with AIIB'S Policy on Prohibited Practices.

16. A Supplier shall not have a conflict of interest. All Suppliers found to have a conflict of interest shall be disqualified.

17. Please confirm by fax/e-mail the receipt of this request and whether or not you will submit the price quotation(s).

Sincerely,

Dr. Anil Dissanayake
Project Director
Health System Response Project (AIIB)
#81/4, Rosmead Place,
Colombo 07.

Dr. Anil Dissanayake
Project Director
Emergency Health Components of: (i) SCURP; and (ii) RLVMMP
81/4, Rosmead Place, Colombo 07
Telephone : 0112 697 173, 0112 697 183
Fax : 0112 697 163
Email : hsrp.pmu.aiib@gmail.com
Web : www.hsep.lk

[2] Any such disclosure shall be forwarded by the Purchaser to AIIB

FORM OF QUOTATION

SUPPLY OF HEALTH SECTOR GOODS (LABORATORY ITEMS)

..... (Date)

To:

Project Director
Emergency Health Components of: (i) SCURP; and (ii) RLVMMP

We offer to execute the **Procurement of Automated Nucleic Acid Extraction Items** for Ministry of Health under the Emergency Health Components of: (i) SCURP; and (ii) RLVMMP – HSRP/PMU/PRO/G/MS/L/4 (2023) in accordance with the **Contract Terms and Conditions** and the **Supply and Delivery Schedule** accompanying this Quotation for the Contract Price of _____ [*amount in words and numbers*] (_____) [*name of currency*]_____. We propose to complete the delivery of Goods described in the Contract within the Delivery Time indicated in the priced **Supply and Delivery Schedule**

Item No.	Description	Country of Origin[3]	Unit	Quantity	Unit price (LKR)	Total Price[4] without VAT	VAT	Total with VAT
1	MagCore Genomic DNA Whole Blood Kit (Cartrige Code 101) for Automated Nucleic Acid Ex.		Extraction	1,080				
2	MagCore Genomic DNA Whole Blood Kit (Cartrige Code 102) Automated Nucleic Acid Extract		Extraction	1,080				
	Total Amount							

[3] Goods manufactured in Sri Lanka is not eligible.
[4] Total Price shall include price for the supply of goods and price for the import, clear the goods from port/ air port, deliver the same to MSD Warehouse.

This Quotation and your written acceptance will constitute a binding Contract between us. We understand that you are not bound to accept the lowest or any Quotation you receive.

We hereby confirm that this Quotation complies with the Validity of the Offer and Warranty conditions imposed by the **Request for Quotation** document and the **Contract Terms and Conditions**, respectively.

We: (a) are a national of an AIIB member country; (b) have not been associated with the firm that prepared the design and specifications of the contract that is subject of this request for quotation; (c) are not owned by the Purchaser; (d) are not currently sanctioned or temporarily suspended by the Asian Infrastructure Investment Bank; and (e) to the best of our knowledge, is not prohibited from being contracted in compliance with a decision of the United Nations Security Council.

Name of Supplier : _____

Authorized Signature : _____

Name of Signatory : _____

Title of Signatory : _____

Address : _____

_____

Telephone Number : _____

Fax Number : _____

Email address : _____

Rubber Stamp : _____

ACCEPTANCE

The Purchaser accepts the Supplier's offer to supply and installation of the goods. Attached is the Contract with accepted Contract price for Supplier's signature to be submitted to the Purchaser within 15 days from receipt.

Name of Purchaser : _____

Authorized Signature : _____

Name of Signatory : _____

Title of Signatory : _____

Date : _____

CONTRACT AGREEMENT

Project Name: Emergency Health Components of: (i) SCURP; and (ii) RLVMMP

Name Of Contract: Procurement of Automated Nucleic Acid Extraction Items

Contract Number: HSRP/PMU/PRO/G/MS/L/4 (2023)

This Contract is entered into on _____[*date*]__ day of _[*month*]_,_ [*year*]___, between .....[*name of purchaser*] (hereinafter called "the Purchaser") on the one part, and .....[*name of supplier*]_____ (hereinafter called "the Supplier") on the other part.

Whereas the Client has requested a quotation for **Procurement of Automated Nucleic Acid Extraction Items** to be supplied by the Supplier in accordance with the **Contract**, and has accepted the Quotation by the Client in the amount of .....[*amount in words*]..... [*amount in figures*] hereinafter called "the Contract Price".

The Purchaser and the Supplier agree as follows:

1. The following documents shall be deemed to form and be read and construed as part of this Contract, viz:
   a) **Form of Quotation**, with **Supply and Delivery Schedule**;
   b) **Contract Terms and Conditions**; and
   c) **Technical Specifications**
2. Taking into account payments to be made by the Purchaser to the Supplier as provided herein, the Supplier hereby enters into this **Contract** with the Purchaser to execute and complete the supply of goods under the Contract and remedy any defects therein in conformity with the provisions of this **Contract** and its **Terms and Conditions**.
3. The Purchaser agrees to pay the Supplier, in consideration of the supply and delivery of the goods and the remedying of defects therein, the **Contract Price** as indicated and accepted in the **Form of Quotation**, under payment terms stipulated in the **Contract Terms and Conditions**.

IN WITNESS whereof the parties hereto have executed the Contract under the laws of the Democratic Socialist Republic of Sri Lanka on the date indicated above.

Signature and seal of the Purchaser:	**Signature and seal of the Supplier:**
For and on behalf of	For and on behalf of
_____	_____
Name of Authorized Representative	Name of Authorized Representative
COMMON SEAL	COMMON SEAL

CONTRACT TERMS AND CONDITIONS

Project Name: Emergency Health Components of: (i) SCURP; and (ii) RLVMMP

Name of Contract: Procurement of Automated Nucleic Acid Extraction Items

Contract Number: HSRP/PMU/PRO/G/MS/L/4 (2023)

1. Definitions

(a) "Contract" means the agreement entered into between the Supplier and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendixes, and all documents incorporated by reference therein.

(b) "Contract Documents" means the documents listed in the Contract, including any amendments thereto.

(c) "Contract Price" means the price payable to the Supplier as specified in the Contract, subject to such additions and adjustments thereto pursuant to the Contract.

(d) "Completion" means the fulfilment of the committed goods supply by the Supplier in accordance with the terms and conditions set forth in the Contract.

(e) "Purchaser " means the entity purchasing the Goods.

(f) "Goods" means the goods the Supplier will provide as specified in the Scope of Goods.

(g) "Supplier" means the natural person, private entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Contract.

(h) "AIIB" is the Asian Infrastructure Investment Bank

(i) 'PE" means the Procurement Entity

(j) "PMU" means the Project Management Unit"

2. Applicable Law

The Contract shall be interpreted in accordance with the laws of the Purchaser's country.

3. Language

All communications and documents related to the Contract shall be in English.

4. Assignment

Any assignment of this Contract or of any rights hereunder, in whole or in part without the prior written consent of the Client shall be void.

5. Prohibited Practices

The Bank requires compliance with the Bank's Policy on Prohibited Practices, as set forth in the attachment to the Contract Terms and Conditions (Attachment A). The Purchaser requires the Supplier to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the tendering process

or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party; the amount and currency; and the purpose of the commission, gratuity or fee.

6. **Fixed Contract Price**
The prices indicated in the Form of Quotation are firm and fixed and not subject to any adjustment during contract performance.

7. **Delivery Schedule**
The delivery should be completed as per Delivery Schedule within the Delivery Period.

8. **Required Technical Specifications** (with attachments as necessary to be prescribed by Client.)
(a) General Description
(b) Specific Details and Technical Standards
(c) Performance Parameters

Supplier confirms compliance with above standards and parameters.

9. **Delivery and Documents**
Upon delivery, the Supplier shall provide the following documents to the Purchaser:
(a) copies of the Supplier's invoice showing goods' description, quantity, unit price, and total amount;
(b) manufacturer's or supplier's warranty certificate; and
(c) certificate of origin.

10. **Liquidated Damages:**
Successful suppliers should conform strictly to the delivery schedule agreed. Failure to comply with the delivery schedule shall deduct from the contract price an amount equal to 0.5% of total contract price per week. The total deduction shall not exceed 2.5% of total contract price from the due delivery date and/or cancellation of the award on discretion of the Purchaser

11. **Taxes and Duties**
The Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until completion of the services to the Purchaser

12. **Payment**
Upon submission by Supplier's invoice and subsequent verification of the payment by Purchaser, payment of the contract price shall be made in the following manner:
(a) Payment will be made within 30 days upon submission of a verified invoice, Good Received Notice and Technical Evaluation Committee recommendation.

13. **Warranty**
Supplies should be from fresh stocks manufactured recently conforming to the stipulated specifications and shelf life. Residual shelf life should be minimum of 24

months. However, shelf life remaining at the time of receipt of goods at Medical Supplies Division, Sri Lanka should be at least 85% out of the total shelf life of the product. [Refer Attachment 04 (Technical Specifications)].

The place of final destination shall be: Medical Supplies Division (MSD), Ministry of Health, 357 Ven Baddegama Wimalawansa Mawatha, Colombo 10.

14. Defects

I. Purchaser 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.

II. Purchaser reserves the right to call for free reimbursement in the event of short packing, loss/damage or deterioration of goods supplied within the shelf life, also for packs which cannot be identified due to labels falling off or items with incorrect labelling.

III. Purchaser reserves the right to call for free replacement or reimbursement in the event of quality failure within the shelf-life (24 months at the time of delivery). Purchaser reserve the rights to decide replacement or reimbursement.

IV All quality problems/complaints should be confirmed by the National Medicines Regulatory Authority (NMRA) / Technical Advisory Committee (TAC) of Sri Lanka / State Pharmaceutical Corporation (SPC) Quality Assurance Laboratory or any other Authority as decided by the Ministry of Health of Sri Lanka.

V In the event of receipt of a complaint, samples will be tested by National Medicines Quality Assurance Laboratory (NMQAL) and follow the recall procedure approved by the Ministry of Health and will be destroyed according to the section 72 of Drug Regulations.

VI In case of withdrawals due to quality failure, suppliers should ensure that the value of entire quantity either the withdrawn batched or product would be total reimbursed with an additional 25% of the total value concerned as an administrative cost.

VII 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 dates from the date of intimation.

15. Resolution of Disputes

The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute between them under or in connection with the Contract. In the case of an unresolved dispute between the Purchaser and the Supplier, the dispute shall be settled in accordance with the provisions of the Arbitration Act No: 11 of 1995 in Sri Lanka.

16. Failure to Perform

The Purchaser may terminate the Contract if the Supplier fails to supply the Goods, in accordance with the above terms and conditions, in spite of a 14-day notice given by the Purchaser, without incurring any liability to the Supplier.

17. Force Majeure

The Supplier shall not be liable for penalties or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

(a) For purposes of this Clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but not restricted to, act of Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

(b) If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by Force Majeure event.

18. Termination Due to Integrity Violation

The Purchaser may terminate this Contract, in whole or in part, if the Supplier, in the judgment of the Purchaser has engaged in integrity violations in accordance with Clause 5 [Fraud and Corruption], in competing for or in executing this Contract.

19. Accounts and Records

(a) The Supplier shall keep accurate and systematic accounts and records in respect of the Goods in such form and detail as are customary in its profession and are sufficient to establish accurately that the costs have been duly incurred.

(b) Notwithstanding anything to the contrary stated herein, the Supplier shall maintain accounts and records, including original receipts, invoices and other supporting documents evidencing payments made by the Supplier under this Contract, for the period of the Goods and for a period no less than 3 years after the expiration or termination of this Contract.

(c) The Supplier shall permit and shall cause its agents (whether declared or not), subcontractors, subconsultants, service providers, suppliers and their personnel, to permit the Bank and/or persons appointed by the Bank to inspect the site and/or the accounts, records and other documents relating to the procurement process, tender submission, proposal submission, and contract execution, and to have such accounts, records and other documents audited by auditors appointed by the Bank.

20. Suspension of AIIB Loan or Credit.

In the event that AIIB suspends the Loan or Credit to the Purchaser, from which part of the payments to the Supplier are being made, the Purchaser is obligated to notify the Supplier, with copy to the Purchaser's representative, of such suspension within 7 days of having received AIIB's suspension notice.

Attachment A –Prohibited Practices

1. The Bank requires that the Recipient (and all other beneficiaries of the Bank financing), as well as tenderers, suppliers, contractors, concessionaires and consultants under Bank-financed contracts for the Project, observe the highest standard of transparency and integrity during the procurement, execution and implementation of such contracts.

2. Definitions. In pursuance of this policy, the Bank defines the terms set forth below as Prohibited Practices:

   (a) "**Coercive practice**" means impairing or harming or threatening to impair or harm, directly or indirectly, any party or the property of a party to influence improperly the actions of a party.

   (b) "**Collusive practice**" means an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party.

   (c) "**Corrupt practice**" means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party.

   (d) "**Fraudulent practice**" means any act or omission, including a misrepresentation, that knowingly or recklessly misleads or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation.

   (e) "**Misuse of resources**" means improper use of the Bank's resources, carried out either intentionally or through reckless disregard.

   (f) "**Obstructive practice**" means any of the following practices: (i) deliberately destroying, falsifying, altering or concealing of evidence material to a Bank investigation; (ii) making false statements to investigators in order to materially impede a Bank investigation into allegations of a Prohibited Practice; (iii) failing to comply with requests to provide information, documents or records in connection with a Bank investigation; (iv) threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to a Bank investigation or from pursuing the investigation; or (v) materially impeding the exercise of the Bank's contractual rights of audit or inspection or access to information.

   (g) "**Theft**" means the misappropriation of property belonging to another party.

3. Any occurrence, or suspected occurrence, of a Prohibited Practice in the procurement, award or implementation of a Bank-financed contract is dealt with in accordance with the provisions of the Bank's Policy on Prohibited Practices. Suppliers, contractors, service providers and consultants selected pursuant to the provisions of Section II and concessionaires selected pursuant to paragraph 14.3 of the Bank's Procurement Instructions for Recipients, as well as the Recipient shall fully cooperate with the Bank (or a co-financier undertaking an investigation

pursuant to paragraph 6.1 of the Bank's Procurement Instructions for Recipients) in any investigation into an alleged Prohibited Practice to be carried out pursuant to the Policy on Prohibited Practices, and permit the Bank or its representative (including such co-financier) to inspect such of their accounts and records as may be relevant for such investigation and to have such records and accounts audited by the auditors appointed by the Bank.

4. Provisions to this effect are included in the Legal Agreements and the procurement contracts with such entities.

5. If the Project is financed by a sovereign-backed loan, the Bank (or, where relevant, a co-financier having undertaken an investigation pursuant to paragraph 6.1 of the Bank's Procurement Instructions for Recipients):

   (a) may take any of the following additional actions in connection with a Prohibited Practice under the Project:

      (i) reject a proposal for award if it determines that the tenderer recommended for award, or any of its personnel, or its agents, or its subconsultants, subcontractors, service providers, suppliers or their employees, has, directly or indirectly, engaged in a prohibited practice in competing for the contract in question; and

      (ii) cancel the undisbursed portion of the loan allocated to a contract (and require reimbursement of the disbursed portion of the loan allocated to the contract) if it determines at any time that representatives of the Recipient or of a recipient of any part of the proceeds of the loan engaged in a prohibited practice during the procurement, administration or implementation of the contract in question; and

   (b) requires that a clause be included in tender documents and in contracts financed by the Bank loan, requiring tenderers, suppliers and contractors and their subcontractors, agents, personnel, consultants, service providers or suppliers, to permit the Bank (and a co-financier undertaking an investigation pursuant to paragraph 6.1 of the Bank's Procurement Instructions for Recipients) to inspect all accounts, records and other documents relating to the submission of tenders and contract performance, and to have them audited by auditors appointed by the Bank.

Attachment 1 - Schedule of Requirements

Name of Procurement: Procurement of Automated Nucleic Acid Extraction Items

Contract No: HSRP/PMU/PRO/ G/MS/L/4 (2023)

Item No.	Brief Description of Goods	Quantity	Unit	Specification
1	MagCore Genomic DNA Whole Blood Kit (Cartrige Code 101) for Automated Nucleic Acid Ex.	1,080	Extraction	As per the Attachment 4
2	MagCore Genomic DNA Whole Blood Kit (Cartrige Code 102) Automated Nucleic Acid Extract	1,080	Extraction	

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Name of Supplier Signature of Supplier Date

Seal

Attachment 2 - Supply and Delivery Schedule

Name of Procurement: **Procurement of Automated Nucleic Acid Extraction Items**

Contract No: **HSRP/PMU/PRO/G/MS/L/4 (2023)**

Item No.	Brief Description of Goods	Quantity	Unit	Delivery Period from issue of Purchase Order	Delivery
1	MagCore Genomic DNA Whole Blood Kit (Cartrige Code 101) for Automated Nucleic Acid Ex.	1,080	Extraction	Before 90 days after issuing Purchase Order	Medical Supplies Division, No. 357, Ven. Baddegama Vimalawansa Thero Mawatha, Colombo 10
2	MagCore Genomic DNA Whole Blood Kit (Cartrige Code 102) Automated Nucleic Acid Extract	1,080	Extraction		

Offers submitted with alternative delivery period will not be accepted.

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Name of Supplier Signature & Rubber Stamp of Supplier Date

Attachment 3 – Price Schedule

Name of Procurement: **Procurement of Automated Nucleic Acid Extraction Items**

Contract No: **HSRP/PMU/PRO/ G/MS/L/4 (2023)**

a. **Price Schedule for Goods**

Item No.	Description	Country of Origin[5]	Quantity	Unit	Unit price (LKR)	Total Price*[6] without VAT	VAT	Total with VAT
1	MagCore Genomic DNA Whole Blood Kit (Cartrige Code 101) for Automated Nucleic Acid Ex.		1,080	Extraction				
2	MagCore Genomic DNA Whole Blood Kit (Cartrige Code 102) Automated Nucleic Acid Extract		1,080	Extraction				
	Total Price							

....

Name of Supplier Signature & Rubber Stamp of Supplier Date

VAT Registration No: .....

[5] Goods manufactured in Sri Lanka is not eligible.

[6] Total Price shall include price for the supply of goods and price for the import, clear the goods from port/ Air Port, deliver the same to MSD Ware House.

Attachment 4 - Specifications

Name of Procurement: Procurement of Automated Nucleic Acid Extraction Items

Contract No: HSRP/PMU/PRO/G/MS/L/4 (2023)

A: General Specifications

	General specifications	Priority [Critical / High / Medium / Low]
	1. Eligible Goods and Registration 1.1 With the National Medicines Regulatory Authority (NMRA) (a) All Pharmaceutical Products imported to Sri Lanka should be registered with the National Medicines Regulatory Authority of Sri Lanka. Therefore, all prospective suppliers should advise their local representatives to attend to such registration.	C
	(b) A certified copy of the NMRA registration certificate by Attorney-at-Law, Commissioner of Oaths or Justice of Peace should be submitted along with the bid.	C
	2. Fresh Stock and Shelf Life Supplies should be from fresh stocks manufactured recently conforming to the stipulated specifications and shelf life. shelf life should be minimum of 24 months from date of production. However, the Residual shelf life remaining at the time of receipt of goods at Medical Supplies Division, Sri Lanka should be at least 85% out of the total shelf life of the product. ***Note:*** Purchaser 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.	C
	3. Samples **Notes:** i. Upon request of the Purchaser as per the item No. 8 (g) & (h) of RFQ, representative samples in respect of items offered should be submitted to Chairman. Project Procurement Committee, clearly indicating the word "sample", the tender reference number/package number, SR No. name of the supplier, closing date & time on the outer pack / envelope. ii. Samples should be submitted to reach **The**	M

		Chairman - Project Procurement Committee, Emergency Health Components of: (i) SCURP; and (ii) RLVMMP - No.81/4, Rosmead Place, Colombo 07, Sri Lanka. An acknowledgement receipt should be obtained from the Project Management Unit (PMU) and the receipt should be attached to the bid.	
	iii.	All Prospective Suppliers 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 is liable to submit representative samples as specified therein.	
	iv.	It should be noted that this is a compulsory requirement and all Quotations that do not comply with this requirement will be rejected.	
	v.	If the Supplier does not have a Local Agent then samples should be sent to **The Chairman - Project Procurement Committee, Emergency Health Components of: (i) SCURP; and (ii) RLVMMP - No.81/4, Rosmead Place, Colombo 07, 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 **Chairman - Project Procurement Committee, Emergency Health Components of: (i) SCURP; and (ii) RLVMMP - No.81/4, Rosmead Place, Colombo 07, Sri Lanka.** All these documents and all sample packs should bear the Bid Reference (without which the customs will not permit clearance).	
	vi.	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 general specification no. 10.	
	vii.	Samples should not be included in the envelope carrying the Bid. Samples should be sent separately to the **Chairman - Project Procurement Committee, Emergency Health Components of: (i) SCURP; and (ii) RLVMMP - No.81/4, Rosmead Place, Colombo 07, Sri Lanka.**	
	viii.	Evaluation of samples are done as per specifications (Annex 1) published with the RFQ.	
	ix.	3 Nos of Samples required (should be in their original trade containers Except for Raw Materials	

	or Chemicals). x. 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.	
	4. Testing and Batch Samples **Notes:** 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 and reports on its suitability issued. The findings of the reports will be final and binding. Goods reported as unsuitable and not conforming to the laid down specifications will be rejected and subsequently destroyed.	
	5. Testing of Pre-Shipment Samples **Note:** i. The Purchaser 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. If pre shipment samples fails the award will be cancelled.	
	6. Quality Certificate **Notes:** *i.* The purchaser reserves the right to nominate independent competent authorities for the issue 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. *ii.* The, Secretary, Ministry of Health, Sri Lanka reserves the right to nominate suitable persons to inspect the production and quality control facilities of suppliers and manufacturers and their records. Suppliers, who refuse permission to our nominees to carry out such an audit will be automatically disqualified *iii.* The expenses involved in the inspections hod be borne by the manufacturer/ supplier.	C
	7. Product Liability **Note:** In the event of an order being placed, the supplier should indemnify the Purchaser against all product liability claims arising out of the items supplied on his bid. E.g., due to incorrect labelling, deviation from agreed specifications etc.	C

	8. Patent Rights and Other Third-Party Rights and Royalties **Note:** i. The Suppliers shall at all times indemnify and keep the purchaser 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.	C
	9. Packing and Storage Conditions **Note:** i. Pack Size offered should conform to requirements. Quotations for alternate pack sizes may be rejected. Export-worthy packing which will prevent damage in transit should be used. Details of nature of packing should be given. ii. Packing of all items should be suitable for storage and use under tropical conditions. Final Export packing should indicate the required storage temperature for goods which require Refrigeration/Cool storage/Cold storage/ Freezer Storage enabling the cargo handling staff at the Port of Destination to arrange proper storage for such goods immediately on arrival. Further refer condition No. 31.4 for cold chain maintaining cargo. Sri Lankan ambient storage conditions are in the ranges of 300C +/- 20C temperature and 75% +/-5% relative humidity. iii. All outer carton and inner box (If any) should contain the following information. a) Description of the item b) Date of Manufacturer in 1.5cm Font c) Date of Expiry in 1.5cm Font d) Batch No. in 1.5cm Font e) Name and Address of the manufacturer f) Package No/Order No g) Stock Reference No. (SR No.) h) State Logo of Sri Lanka Government iv. Containers and closures used should be of such quality so as not to react with the contents while in storage under tropical conditions. v. Containers and closures should prevent leakage in transit also suitable for safe and easily handling. Final export packing should be in seaworthy strong cases or cartons, stenciled with blue bands in the form of a cross on each face and in addition carrying the shipping marks, details of which will be provided with order. Such export packing should be suitable to withstand the long sea Journey and rough handling at ports of loading and unloading. Bag cargo should be palletized and shrink wrapped. vi. It is the responsibility of the manufacturer/supplier	C

	to ensure that the containers would be intact and without damage until the medical supplies are delivered to MSD. vii. If any damage (s) caused due to non-compliance of packing to the above-mentioned conditions, supplier should bear the full cost of damages. viii. Package No/Order No, SR Number, Batch Numbers, Date of Manufacture, Date of Expiry and respective quantity carton number containing same should be indicated in all supply invoices and Packing List.	
	10. Labelling i. All labels should be printed in English language and the labelling requirements should be according to the specifications required for registration at **NMRA** as follows. (a) The approved name found in official pharmacopoeias or formularies. (The source should be stated in abbreviations: e.g. BP, USP etc.) (b) The brand names (c) List of the active ingredients (d) Any special storage conditions that may be necessary (e) Warning and precautions that may be necessary (f) The date of manufacture (g) The date of expiry (h) The batch or lot number assigned by the manufacturer and (i) The name and address of the manufacturer ii. Size of the letters of the above (g), (h) and (i) and the SR number on the outer carton should not be less than 1.5cm iii. Identification marks a) The "State Logo" and "SR No." which will be made available to the successful tenderer should be embossed or imprinted in each (item) b) These marks should be indelible. c) "DHS" mark to be embossed on each capsule or tablet. d) All suppliers should indicate in their quotation, as to whether these requirements could be met; which will be taken into consideration at the time of evaluation.	C
	11. WHO Certification Scheme for Quality of Pharmaceutical Products Moving in International Commerce **i.** A certificate of Pharmaceutical Product (CPP) issued by the Competent Authority in the	C

	supplier's country confirming that the item quoted has been authorized to be placed in the market for sale and use in the country of manufacture, should be submitted along with the quotation. ii. The certificate of Pharmaceutical Product 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. 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)	

B: Particular Specification

Item No	Serial No.	Description	Particular Specification	Quantity	Unit	Supplier's Compliance to Offered Specification		
						Conformity		Remarks/ Variations if any
						Yes	No	
1	43604102	MagCore Genomic DNA Whole Blood Kit (Cartrige Code 101) for Automated Nucleic Acid Ex.	MagCore Genomic DNA Whole Blood Kit (Cartrige Code 101) for Automated Nucleic Acid Extractor MagCore HF16 (Model: Compact)	1,080	Extra ction			
2	43604202	MagCore Genomic DNA Whole Blood Kit (Cartrige Code 102) Automated Nucleic Acid Extract	MagCore Genomic DNA Whole Blood Kit (Cartrige Code 102) for Automated Nucleic Acid Extractor MagCore HF16 (Model: Compact)	1,080	Extra ction			