

Request for Quotation for Goods (RFQG)  
Document

Procurement of Medical Supplies and  
Consumables for MSD (Surgical) – Biopsy Guns  
& Needles: G4.30 (AF)

Health System Enhancement Project (Additional  
Financing)- (HSEP-AF)

HSEP(AF)/PMU/PRO/G4.30/75/2022

## REQUEST FOR QUOTATION - GOODS (RFQG)

Project Title: Health System Enhancement Project (Additional Financing) under Ministry of Health (MOH)

Source of Funding: Asian Development Bank

Name of Procurement: **Procurement of Medical Supplies and Consumables for MSD (Surgical) – Biopsy Guns & Needles: G4.30 (AF)**

Contract Ref: HSEP(AF)/PMU/PRO/G4.30/75/2022

Date of Issue of Request: 31<sup>st</sup> October 2022

To: .....

Sir/Madam: .....

1. The Project Director of HSEP, MOH (Purchaser) hereby requests you to submit price quotation(s) for the supply of the following item:

| Lot No. | Item   | Quantity |
|---------|--|----------|
| i.      | Biopsy Gun with 18G needle                     | 200 Nos  |
| ii.     | Biopsy Gun with 16G needle 150mm-210mm length. | 300 Nos  |
| iii.    | Biopsy needle 18G, 210mm length                | 170 Nos  |
| iv.     | Biopsy needle 16G, 210mm length                | 190 Nos  |

You may quote for one lot or multiple lots or all lots. You must quote for all items of a lot of this request. Each lot shall be evaluated and contract awarded separately to the firms(s) offering the substantially lowest evaluated price for each lot.

To assist you in the preparation of your price quotation we enclose the necessary **Supply and Delivery Schedule, Technical Specifications, Form of Quotation** and draft **Contract**.

2. If you/your firm, however, falls under any of the following conditions, your proposal shall not be considered:
- you/your firm are/is not a citizen/national of an ADB member country, or
  - you/your firm have/has been associated with the firm that prepared the design and specifications, or engaged in the preparation of the Project for which the contract that is subject of this request for quotations was identified, or
  - you/your firm are/is owned by the Purchaser, or
  - you/your firm are/is currently sanctioned or temporarily suspended by the Asian Development Bank for a violation of its Anticorruption Policy (1998, as amended to date), or
  - the importation of goods or 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.
3. To be qualified, you must have experience as a manufacturer or authorized supplier of the items covered by this **Request for Quotation** and, as evidence, **you must also attach a**

**document of your experience as supplier in at least one contract in the last 3 years of a size and nature similar to the items in the supply schedule of this contract.**

4. Your quotation 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 all the items as described in attached documents and submitted only in the attached **Form of Quotation** with the priced **Supply, Delivery and Price Schedule**.
- (b) Bidders may express their bid price in Sri Lankan Rupees (LKR) or any freely convertible Foreign Currency.
- (c) The amounts quoted in any freely convertible foreign currency shall be paid in the quoted Foreign Currency. If the Successful Bidder does not have a bank account in the quoted Foreign Currency, then the Payments shall be made in Sri Lankan Rupees (LKR) converting the Foreign Currency amount to LKR using the available selling exchange rate when the purchaser pays to the contractor.
- (d) The prices should be quoted for supply and delivery to the locations indicated in the **"Delivery Schedule"**, and should be accompanied by adequate technical documentation and catalogue(s) and other printed material or pertinent information (in English language) for each item quoted, including names and addresses of firms providing after-sales service facilities in Sri Lanka.
- (e) 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. Without a signature in your **Form of Quotation**, your quotation will not be considered further.
- (f) 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.
- (g) 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 project for two years

Submission and Opening

- (h) Your **Form of Quotation** with the **Price Schedule, Supply and Delivery Schedule** should be submitted on or before **14<sup>th</sup> November 2022 at 1100 Hrs** with the required documents that should be signed, sealed in an envelope and addressed to and delivered to the following address:

Purchaser's Address: **Project Director - Health System Enhancement Project**  
**3/19, Kynsey Road,**  
**Colombo 08,**  
**Sri Lanka.**

Telephone : **(+94) 112 697 173**  
Web : **www.hsep.lk**

- (i) Quotations shall be opened in public, in the presence of participating suppliers' representatives who choose to attend on **14<sup>th</sup> November 2022 at 1100 Hrs** and at the following address.

**Health System Enhancement Project**  
**3/19, Kynsey Road,**  
**Colombo 08,**  
**Sri Lanka.**

### Evaluation and Comparison

- (j) Quotations determined to be substantially responsive to this **Request for Quotation** will be evaluated by comparison of their offer prices. A quotation is not substantially responsive if it contains material deviations or reservations to the terms, conditions, and specifications in this **Request for Quotation**.
  - (k) The currency that shall be used for bid evaluation and comparison purposes to convert all bid prices expressed in any freely convertible foreign currency/ies into a single currency of LKR;
    - (i) The source of the selling exchange rate shall be: Central Bank of Sri Lanka
    - (ii) The date for the selling exchange rate shall be: 14 days prior to the bid opening date.
  - (l) In evaluating the quotations, the Purchaser will adjust for any arithmetical errors as follows:
    - (i) where there is a discrepancy between amounts in figures and in words, the amount in words will govern; and
    - (ii) where there 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.
- If you refuse to accept the correction, your quotation will be rejected.

### Award of Contract

- (m) The Purchaser shall award the contract to the Supplier whose quotation has been determined to be substantially responsive to this **Request for Quotation** and who has offered the lowest price quotation.
  - (n) The Supplier whose quotation has been accepted will be notified by the Purchaser within 60 days from the date of submission of quotation through the return of a copy of the Form of Quotation with Acceptance signed by the authorized representative of the Purchaser.
  - (o) The successful Supplier shall sign the **Contract** governed by the **Contract Terms and Conditions**.
5. Further information can be obtained from:
- |           |   |
|-----------|---|
| Name      | : Project Director  |
| Address   | : Health System Enhancement Project<br>3/19, Kynsey Road,<br>Colombo 08 |
| Telephone | : (+94) 112 697 173   |
| FAX       | : (+94) 112 697 163   |
| Web       | : <a href="http://www.hsep.lk">www.hsep.lk</a>                          |
| Email     | : <a href="mailto:pmu@hsep.lk">pmu@hsep.lk</a>                          |
6. The Purchaser intends to apply funds from the **Asian Development Bank (ADB)** for eligible payments under the **Contract** resulting from this **Request for Quotation**.
7. Under **ADB's Anticorruption Policy** (1998, as amended to date), suppliers shall observe the highest standard of ethics during the procurement and execution of such contracts. ADB may reject a proposal for award, and may impose sanctions or other remedial actions on parties involved, if it determines that the supplier recommended for award or any other party, directly or through an agent, has engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations in competing for, or in executing, the Contract. At the time of submission of your quotation, you should not be in ADB's sanctions list. A firm/individual shall not be eligible to participate in any procurement activities under an ADB-financed, -

administered, or -supported project while under temporary suspension or debarment by ADB pursuant to its Anticorruption Policy, whether such debarment was directly imposed by ADB, or enforced by ADB pursuant to the Agreement for Mutual Enforcement of Debarment Decisions.

8. You/your 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):<sup>1</sup>

- (a) Name of Institution: \_\_\_\_\_  
(b) Period of debarment, ineligibility, or blacklisting (start and end date): \_\_\_\_\_  
(c) Reason for the debarment, ineligibility, or blacklisting: \_\_\_\_\_

9. You/your firm's, 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:<sup>2</sup>

- (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: \_\_\_\_\_

10. You/your firm understands that it is your obligation to notify ADB should you/your 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 ADB or any other multilateral development banks, the purchaser'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.

11. 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 ADB's Anticorruption Policy (1998, as amended to date) and Integrity Principles and Guidelines (2015 as amended from time to time).

12. A bidder shall not have a conflict of interest. All bidders found to have a conflict of interest shall be disqualified.

13. 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 Enhancement Project (Additional Financing)

**DR. ANIL DISSANAYAKE**  
Project Director  
Health System Enhancement Project  
Additional Financing  
Ministry of Health

<sup>1</sup> Any such disclosure shall be forwarded by the Purchaser to ADB.

<sup>2</sup> Any such disclosure shall be forwarded by the Purchaser to ADB.

## FORM OF QUOTATION (Goods)

..... (Date)

To:

Project Director  
Health System Enhancement Project (Additional Financing)  
3/19, Kynsey Road,  
Colombo 08,  
Sri Lanka.

We offer to execute the **Procurement of Medical Supplies and Consumables for MSD (Surgical) – Biopsy Guns & Needles: G4.30 (AF)** of the Health System Enhancement Project (Additional Financing)– HSEP(AF)/PMU/PRO/G4.30/75/2022 in accordance with the **Contract Terms and Conditions** and the priced **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**

| Lot No. | Description                                       | Country of Origin | Quantity and Unit of Measurement | Unit Price                      |                             | Total Price per Item            |                             | VAT                         | Total with VAT    | Delivery Schedule |
|---------|---|-------------------|----------------------------------|---------------------------------|-----------------------------|---------------------------------|-----------------------------|-----------------------------|-------------------|-------------------|
|         |   |                   |                                  | (a)<br>Foreign Currency (.....) | (b)<br>Local Currency (LKR) | (a)<br>Foreign Currency (.....) | (b)<br>Local Currency (LKR) |                             |                   |                   |
| 1       | 2   | 3                 | 4                                | 5(a)<br>5(a)                    | 5(b)<br>5(b)                | 6(a) = 4 x<br>5(a)              | 6(b) = 4 x<br>5(b)          | 7=<br>[(6a)+6(b)]*<br>Vat % | 8=<br>6(a)+(6b)+7 |                   |
| i       | Biopsy Gun with 18G needle                        |                   | 200<br>Nos                       |                                 |                             |                                 |                             |                             |                   |                   |
| ii      | Biopsy Gun with 16G needle<br>150mm-210mm length. |                   | 300<br>Nos                       |                                 |                             |                                 |                             |                             |                   |                   |
| iii     | Biopsy needle 18G, 210mm<br>length                |                   | 170<br>Nos                       |                                 |                             |                                 |                             |                             |                   |                   |

|                     |                                 |         |  |  |  |  |  |
|---------------------|---------------------------------|---------|--|--|--|--|--|
| iv                  | Biopsy needle 16G, 210mm length | 190 Nos |  |  |  |  |  |
| <b>Total Amount</b> |                                 |         |  |  |  |  |  |

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 ADB 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 Development 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, if any : \_\_\_\_\_

Email address (optional): \_\_\_\_\_

Rubber Stamp : \_\_\_\_\_

# ACCEPTANCE

The Purchaser accepts the Supplier's offer to supply and deliver the goods. Attached is the Contract with accepted Contract price for Supplier's signature to be submitted to the Purchaser within 7 days from receipt. *[At the option of the Purchaser, add: Please provide a Performance Security for the due performance of the Contract, within 7 days of receipt of this returned **Form of Quotation**, in the amount equivalent to 10% of the Contract Price.]*

Name of Purchaser : \_\_\_\_\_  
Authorized Signature : \_\_\_\_\_  
Name of Signatory : \_\_\_\_\_  
Title of Signatory : \_\_\_\_\_  
Date : \_\_\_\_\_



# CONTRACT

**Project Name: Health System Enhancement Project-Additional Financing (HSEP-AF)**

Name of Procurement: \_\_\_\_\_

Contract No: \_\_\_\_\_

This Contract is entered into on \_\_\_[date]\_\_\_ day of \_\_\_[month]\_\_\_, [year], between Project Director, Health System Enhancement Project- Additional Financing, with address at 3/19, Kynsey Road, Colombo 08, Sri Lanka (hereinafter called "the Purchaser") on the one part, and \_\_\_[name of Supplier]\_\_\_ (hereinafter called "the Supplier") on the other part.

Whereas the Purchaser has requested for quotation for \_\_\_\_\_ [description of goods] to be supplied by Supplier in accordance with the **Contract**, and has accepted the Quotation by the Supplier 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:**  
For and on behalf of

**Signature and seal of the Supplier:**  
For and on behalf of

\_\_\_\_\_  
Name of Authorized Representative

\_\_\_\_\_  
Name of Authorized Representative

## CONTRACT TERMS AND CONDITIONS

Project Name: Health System Enhancement Project- Additional Financing

Purchaser: Project Director, Health System Enhancement Project. -Additional Financing.

Name of Procurement: Procurement of Medical Supplies and Consumables for MSD (Surgical) – Biopsy Guns & Needles: G4.30 (AF)

Contract Ref: HSEP(AF)/PMU/PRO/G4.30/75/2022

### 1. Definitions

- (a) "Contract" means the agreement entered into between the Purchaser 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 Agreement, including any amendments thereto.
- (c) "Contract Price" means the price payable to the Supplier as specified in the Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.
- (d) "Delivery" means the transfer of the Goods from the Supplier to the Purchaser in accordance with the terms and conditions set forth in the Contract.
- (e) "Completion" means the fulfilment of the delivery and any related service by the Supplier in accordance with the terms and conditions set forth in the Contract.
- (f) "Goods" means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract.
- (g) "Purchaser" means the entity purchasing the Goods and Related Services, as specified in the SCC.
- (h) "Supplier" means the natural person, private or government 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 Agreement and includes the legal successors or permitted assigns of the Supplier.
- (i) "ADB" is the Asian Development Bank.

### 2. Applicable Law

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

### 3. Language

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

### 4. Assignment

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

### 5. Fraud and Corruption

- 5.1 This Contract shall be covered by the provisions of ADB's Anticorruption Policy (1998, as amended to date) and Integrity Principles and Guidelines (2015, as amended from time to time) that requires Borrowers (including beneficiaries of ADB-financed activity), as well as

Suppliers and Contractors under ADB-financed contracts, to observe the highest standard of ethics during the procurement and execution of such contracts.

**6. Fixed Contract Price**

6.1 The prices indicated in the Form of Quotation are firm and fixed and not subject to any adjustment during contract performance.

**7. Delivery Schedule**

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

**8. Required Technical Specifications (with attachments as necessary)**

- (a) General Description
- (b) Specific details and technical standards
- (c) Performance Parameters

Supplier confirms compliance with above specifications.

**9. Delivery and Documents**

9.1 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.

If goods are coming by courier, supplier shall also provide prior to delivery, copies of documents that will enable Purchaser to receive the goods. The above documents shall be received by the Purchaser at least one week before arrival of the goods and, if not received, the Supplier shall be responsible for any consequent expenses.

**10. Liquidated Damages:**

10.1 The amount to be paid is 0.05% of Initial Contract Price per working Day, subjected to maximum of 5% of Initial Contract Price.

**11. Taxes and Duties**

11.1 The Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.

**12. Payment**

12.1 Payment will be made within 30 days upon submission of Supplier's claim supported by the acceptance certificate issued by the Purchaser. The advanced payments will not be given by the Purchaser.

**13. Performance Security**

13.1 The Supplier shall, within 7 days of the notification of Contract award, provide a Performance Security for the due performance of the Contract in an amount equivalent to 10% (ten percent) of the Accepted Contract Price or as stated in the Letter of Acceptance and in the form of an unconditional and irrecoverable bank guarantee to be issued by a reputable bank located within the Employer's country.

13.2 The Performance Security shall be valid beyond 28 days after the completion of the delivery to the Medical Supplies Division (MSD), Ministry of Health, 357 Ven Baddegama Wimalawansa Mawatha, Colombo 01000, Sri Lanka".

13.3 The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

- 13.4 The Performance Security shall be denominated in the amounts and currencies, which shall be in proportion to the amounts and currencies of the contract price.

**14. Warranty**

- 14.1 Supplies should be from fresh stocks manufactured recently conforming to the stipulated specifications and shelf life. Residual shelf life should be minimum of 36 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 No.2 at the Item 3 of 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.

**15. Defects – Supplier shall correct any defects as follows;**

- 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. 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.
- IV. In the event of receipt of a complaint, samples will be tested by NMQAL and follow the recall procedure approved by the Ministry of Health and will be destroyed according to the section 72 of Drug Regulations.
- V. 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.
- VI. 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.

**16. Resolution of Disputes**

**17.**

- 16.1 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.

**18. Failure to Perform**

- 17.1 The Purchaser may cancel the Agreement if the Supplier fails to deliver the Goods, in accordance with the above terms and conditions, despite a 14-day notice given by the Purchaser, without incurring any liability to the Supplier.

**19. Force Majeure**

- 18.1 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.

**20. Termination Due to Integrity Violation**

- 19.1 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.

**21. Accounts and Records**

- 20.1 The Supplier shall keep accurate and systematic accounts and records in respect of the delivered goods in such form and detail as are customary in the industry, for a period of no less than 3 years after the expiration or termination of this Contract.

**22. Suspension of ADB Loan or Credit**

- 21.1 In the event that ADB suspends the Loan or Credit to the Purchaser, from which part of the payments to the Supplier are being made,
  - (a) the Purchaser is obligated to notify the Supplier, with copy to the Purchaser's representative, of such suspension within 7 days of having received ADB's suspension notice.
  - (b) if the Supplier has not received sums due it within the 28 days for payment provided for in Clause 11 [Payments], the Supplier may immediately issue a 14-day termination notice.

Authorized Signature and seal of the Supplier: \_\_\_\_\_

## Attachment 1 - Schedule of Requirements

**NAME OF PROCUREMENT: PROCUREMENT OF MEDICAL SUPPLIES AND CONSUMABLES FOR MSD (SURGICAL) – BIOPSY GUNS & NEEDLES: G4.30 (AF)**

**HEALTH SYSTEM ENHANCEMENT PROJECT-ADDITIONAL FINANCING (HSEP-AF)**

**Contract No: HSEP(AF)/PMU/PRO/G4.30/75/2022**

| Lot No. | Brief Description Of Goods                     | Specification | Quantity | Delivery Period from issue of Purchase Order | Place of Supply, & Delivery       |
|---------|--|---------------|----------|--|-----------------------------------|
| i.      | Biopsy Gun with 18G needle                     | Attachment 4  | 200 Nos  | Before 60 days after issuing awarding letter | As per attached Delivery Schedule |
| ii.     | Biopsy Gun with 16G needle 150mm-210mm length. | Attachment 4  | 300 Nos  | Before 60 days after issuing awarding letter | As per attached Delivery Schedule |
| iii.    | Biopsy needle 18G, 210mm length                | Attachment 4  | 170 Nos  | Before 60 days after issuing awarding letter | As per attached Delivery Schedule |
| iv.     | Biopsy needle 16G, 210mm length                | Attachment 4  | 190 Nos  | Before 60 days after issuing awarding letter | As per attached Delivery Schedule |

Offers submitted with alternative delivery period will not be accepted

.....  
Name of Bidder

.....  
Signature of Bidder

.....  
Date

## Attachment 2 - Supply and Delivery Schedule

NAME OF PROCUREMENT: PROCUREMENT OF MEDICAL SUPPLIES AND CONSUMABLES FOR MSD (SURGICAL) – BIOPSY GUNS & NEEDLES: G4.30 (AF)

HEALTH SYSTEM ENHANCEMENT PROJECT-ADDITIONAL FINANCING (HSEP-AF)

Contract No: HSEP(AF)/PMU/PRO/G4.30/75/2022

| Lot No. | Brief Description of Goods                     | Quantity | Delivery Period from issue of Purchase Order | Delivery   |
|---------|--|----------|--|--|
| i.      | Biopsy Gun with 18G needle                     | 200 Nos  | Within 60 days after issuing awarding letter | Medical Supplies Division (MSD), Ministry of Health, 357 Ven Baddegama Wimalawansa Mawatha, Colombo 10 |
| ii.     | Biopsy Gun with 16G needle 150mm-210mm length. | 300 Nos  | Within 60 days after issuing awarding letter | Medical Supplies Division (MSD), Ministry of Health, 357 Ven Baddegama Wimalawansa Mawatha, Colombo 10 |
| iii.    | Biopsy needle 18G, 210mm length                | 170 Nos  | Within 60 days after issuing awarding letter | Medical Supplies Division (MSD), Ministry of Health, 357 Ven Baddegama Wimalawansa Mawatha, Colombo 10 |
| iv.     | Biopsy needle 16G, 210mm length                | 190 Nos  | Within 60 days after issuing awarding letter | Medical Supplies Division (MSD), Ministry of Health, 357 Ven Baddegama Wimalawansa Mawatha, Colombo 10 |

Offers submitted with alternative delivery period will not be accepted

Name of Bidder

Signature & Rubber Stamp of Bidder

Date

### Attachment 3 – Price Schedule

NAME OF PROCUREMENT: PROCUREMENT OF MEDICAL SUPPLIES AND CONSUMABLES  
FOR MSD (SURGICAL) – BIOPSY GUNS & NEEDLES: G4.30 (AF)

HEALTH SYSTEM ENHANCEMENT PROJECT-ADDITIONAL FINANCING (HSEP-AF)

Contract No: HSEP(AF)/PMU/PRO/G4.30/75/2022

**a. Price Schedule for Goods**

| Lot No. | Item   | Quantity | Currency | Unit Price Without VAT | Total Amount (Without VAT) | VAT | Total Amount (With VAT) |
|---------|--|----------|----------|------------------------|----------------------------|-----|-------------------------|
| i.      | Biopsy Gun with 18G needle                     | 200 Nos  |          |                        |                            |     |                         |
| ii.     | Biopsy Gun with 16G needle 150mm-210mm length. | 300 Nos  |          |                        |                            |     |                         |
| iii.    | Biopsy needle 18G, 210mm length                | 170 Nos  |          |                        |                            |     |                         |
| iv.     | Biopsy needle 16G, 210mm length                | 190 Nos  |          |                        |                            |     |                         |
| Total   |  |          |          |                        |                            |     |                         |

VAT Registration No: .....



### Attachment 4 - Technical Specifications

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| Name of the Item                               | Listed specifications <sup>3</sup> | Conformity to Specifications "YES"/ "NO" |    | If no Bidders Response |
|--|------------------------------------|--|----|------------------------|
|  |                                    | Yes                                      | No |                        |
| Biopsy Gun with 18G needle                     | Schedule A                         |  |    |                        |
| Biopsy Gun with 16G needle 150mm-210mm length. | Schedule A                         |  |    |                        |
| Biopsy needle 18G, 210mm length                | Schedule A                         |  |    |                        |
| Biopsy needle 16G, 210mm length                | Schedule A                         |  |    |                        |

## SCHEDULE A

### TECHNICAL SPECIFICATIONS

| Item & MSD Stock Reference No. (SR No)  | Description  | Priority | Unit | Bidder's Offer |    |                               |
|---|--|----------|------|----------------|----|-------------------------------|
|   |  |          |      | Conformity     |    | Remarks/<br>Variations if any |
|   |  |          |      | Yes            | No |                               |
| Biopsy Gun with 18G needle<br>(SR NO; 14301103)   | Fully automated disposable Biopsy Gun with needle size 18G and 150mm - 210mm length, sterile.  | C        | Nos  |                |    |                               |
| Biopsy Gun with 16G needle 150mm-210mm length.<br>(SR NO; 14301104)   | Fully automated disposable Biopsy Gun with needle size 16G and 150mm - 210mm length, sterile.  | C        | Nos  |                |    |                               |
| Biopsy needle 18G, 210mm length<br>(SR NO; 14301107)  | Biopsy needle size 18G and 210mm length, disposable, sterile. One (01) biopsy gun should be supplied free of charge with every two hundred (200) biopsy needles. | C        | Nos  |                |    |                               |
| Biopsy needle 16G, 210mm length<br>(SR NO; 14301108)  | Biopsy needle size 16G and 210mm length, disposable, sterile. One (01) biopsy gun should be supplied free of charge with every two hundred (200) biopsy needles. | C        | Nos  |                |    |                               |
| <b>General Specifications</b><br><b>1. Eligible Goods and Registration</b><br><br><i>1.1 With the National Medicines Regulatory Authority (NMRA)</i><br><br>(a) All surgical & specified laboratory products imported to Sri Lanka should be registered with the National Medicines Regulatory Authority of Sri Lanka. Therefore, all prospective bidders should advise their local representatives to attend to such registration. |  | C        |      |                |    |                               |

|   |   |  |  |  |  |
|---|---|--|--|--|--|
| <p>(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.</p>  | C |  |  |  |  |
| <p><b>2. Fresh Stock and Shelf Life</b><br/>Supplies should be from fresh stocks manufactured recently conforming to the stipulated specifications and shelf life. Residual shelf life should be minimum of 36 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.</p> <p><i>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.</i></p>  | C |  |  |  |  |
| <p><b>3. Samples</b><br/>02 Nos of Samples in respect of items offered should be submitted to the Chairman, Project Procurement Committee along with the quotation at the bid submission.</p> <p><b>Notes:</b></p> <ol style="list-style-type: none"> <li>I. All prospective bidders are advised to submit their samples through their Local Agents in any to ensure compliance with this request. Even past suppliers, other than the present supplier are liable to submit representative samples as specified therein.</li> <li>II. With regard to bulk or expensive items when samples cannot be sent, Literatures and Catalogues should be attached with the offer.</li> <li>III. Procurement Committee has the authority to decide whether pre-shipment / pre delivery / post-delivery samples to be tested. In such cases the supplier will have to bear the cost of testing samples.</li> <li>IV. In the event pre-shipment samples failed, the award will be cancelled.</li> </ol> | C |  |  |  |  |
| <p><b>4. Testing and Batch Samples</b></p> <p><b>Notes:</b></p> <ol style="list-style-type: none"> <li>I. 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 &amp; Research Laboratory of the State Pharmaceuticals Corporation and reports on its suitability issued. The findings of the reports will be final and</li> </ol>   |   |  |  |  |  |

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| <p><i>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 dates from the date of intimation.</i></p>   |   |  |  |  |  |
| <p><b>5. Quality Certificate</b><br/> <b>Notes:</b></p> <p><i>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.</i></p> <p><i>II. 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</i></p> <p><i>III. The expenses involved in the inspections hod be borne by the manufacturer/ supplier.</i></p> |   |  |  |  |  |
| <p><b>6. Product Liability</b><br/> <b>Note:</b></p> <p><i>I. 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.</i></p>  |   |  |  |  |  |
| <p><b>7. Patent Rights and Other Third-Party Rights and Royalties</b><br/> 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.</p>  | C |  |  |  |  |
| <p><b>8. Packing and Storage Conditions</b></p> <p><i>i. Pack size offered should confirm to requirements. Bids for alternative pack sizes may be rejected. Export worthy packing which will prevent damage in transit should be used. Details of nature packing should be given.</i></p> <p><i>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</i></p>   | C |  |  |  |  |

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| <p>goods which require Refrigeration / Cool Room / Freezer enabling the cargo handling staff at the Port of Destination to arrange proper storage for such goods immediately on arrival.</p> <p>iii. Containers and closures used should prevent leakage in transit and storage also suitable for safe and easily handling.</p> <p>iv. Final export packing should be in seaworthy 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 the order. Such export packing should be suitable to withstand the long journey and rough handling at ports of loading and unloading. Bag Cargo should be palletized and shrink wrapped.</p> <p>v. Sri Lankan ambient storage conditions are in the ranges of 30°C +/- 2°C temperature and 75% +/- 5% relative humidity.</p> <p>vi. The items which have to be stored between 2°C - 8°C should be sent with cold chain monitors.</p> <p>vii. The recommended storage mentioned on the product label should be maintained at transit also and storage condition should be clearly shown on Bill of Lading / Air way Bill and invoice.</p> <p>viii. All outer carton and inner box (if any) of surgical consumables / imposable items should contain the following information.</p> <ol style="list-style-type: none"> <li>a) Description of the item</li> <li>b) Date of Manufacturer in 1.5cm Font</li> <li>c) Date of Expiry in 1.5cm Font</li> <li>d) Batch No. in 1.5cm Font</li> <li>e) Name and address of the manufacturer</li> <li>f) Contract No</li> <li>g) Stock Reference No (SR No.)</li> <li>h) State Mark of Sri Lanka Government</li> </ol> <p>ix. It is the responsibility of the manufacturer / supplier to ensure that the containers would be intact and without damage until the items are delivered to final destination.</p> <p>x. In any damage (s) caused due to non-compliance of packing to the above-mentioned conditions,</p> |  |  |  |  |  |
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| <p>supplier should bear the full cost damages.</p> <p>xi. Contract number, Serial No (SR No.), 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.</p> <p>All bidders should indicate in their bids, as to whether above mentioned requirements could be met; which will be taken into consideration at the time of evaluation of the bid.</p>   |   |  |  |  |  |
| <p><b>9. Labelling</b></p> <p>1. All labels should be printed in English language and the labelling requirements should be according to the specifications required for registration at <b>NMRA</b> as follows.</p> <ol style="list-style-type: none"> <li>a) Description of the item</li> <li>b) The brand name</li> <li>c) List of content</li> <li>d) A statement of the net contents (e.g: number of units, weight or volume)</li> <li>e) Any special storage conditions that may necessary</li> <li>f) Warning and precautions that may be necessary</li> <li>g) The date of manufacture, where applicable</li> <li>h) The date of expiry, where applicable</li> <li>i) The batch or lot number assigned by the manufacturer and</li> <li>j) The name and address of the manufacturer</li> </ol> <p>2. 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</p> <p>3. Identification marks</p> <p>The "State Mark" and "SR No." which will be made available to the successful bidder should be embossed or imprinted in each (item) on the affixed label. These marks should be indelible.</p> <p>4. The name of the manufacturer or identification mark should be imprinted in a permanent manner on surgical consumable items.</p> <p>All bidders should indicate in their bids, as to whether the above-mentioned requirements could be met; which will be taken into consideration at the time of</p> | C |  |  |  |  |

|                        |  |  |  |  |  |
|------------------------|--|--|--|--|--|
| evaluation of the bid. |  |  |  |  |  |
|------------------------|--|--|--|--|--|

**Note :** the specifications could be obtained from [www.msd.gov.lk](http://www.msd.gov.lk) by referring MSD reference number.

# Performance Security

*Bank's name, and address of issuing branch or office*

**Beneficiary:** Project Director,  
Health System Enhancement Project,  
3/19, Kynsey Road,  
Colombo 8, Sri Lanka.

**Date:** .....*Insert date (as day, month, and year)*

**Performance Guarantee No.:** .....

We have been informed that ..... *name of the supplier* ..... (hereinafter called "the Supplier") has entered into Contract No. .... *reference number of the contract* ..... dated ..... with you, for the execution of ..... *name of contract and brief description of goods and related services* ..... (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 Supplier, we ..... *name of the bank* ..... hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of ..... *name of the currency and amount in words*<sup>4</sup> ..... ( ..... *amount in figures* ..... ) 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 Supplier 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 .....<sup>5</sup> and any demand for payment under it must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458, except that subparagraph (ii) of Sub-article 20(a) is hereby excluded.<sup>6</sup>

.....  
*Signature(s) and seal of bank (where appropriate)*

**- Note to Bidder -**

*If the institution issuing the performance security is located outside the country of the purchaser, it shall have a correspondent financial institution located in the country of the purchaser to make it enforceable.*

<sup>4</sup> The guarantor shall insert an amount representing the percentage of the contract price specified in the contract and denominated either in the currency(ies) of the contract or a freely convertible currency acceptable to the purchaser.

<sup>5</sup> Insert the date 28 days after the expected completion date. The purchaser should note that in the event of an extension of the time for completion of the contract, the purchaser would need to request an extension of this guarantee from the guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the purchaser might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months][one year], in response to the Purchaser's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."

<sup>6</sup> Or the same or similar to this clause specified in the Uniform Rules for Demand Guarantees, ICC Publication No. 758 where applicable.