PROCUREMENT NOTICE - GLOBAL

MINISTRY PROCUREMENT COMMITTEE, MINISTRY OF HEALTH AND MASS MEDIA

The Chairman, Ministry Procurement Committee of The Ministry of Health will receive sealed bids for supply of following items to the Ministry of Health for year 2025 & 2026.

Bid Number	Closing Date & Time	Item Description	Date of issue of Bidding Documents from	Non-refundable Bid Fee
DHS/P/M/WW/02/26	08.07.2025 at 11.00 a.m.	280,000 Vials of Epoetin Injection 2,000 IU Pre-filled syringe	26.05.2025	Rs. 60,000/= + Taxes

Bids should be prepared as per the particulars given in the Bidding Documents available to prospective bidders on working days between 0930 hours to 1500 hours from above date at the Head Office of the State Pharmaceuticals Corporation of Sri Lanka, "Mehewara Piyasa", 16th Floor, No. 41, Kirula Road, Colombo 5. These could be purchased on cash payment of a non-refundable Bid Document Fee per set as mentioned above. Offers received without enclosing original payment receipt are liable to be rejected.

Wherever necessary potential bidder/bidders should get registered in terms of the Public Contract Act No.3 of 1987 before collecting the Bidding Documents and also should get the contract registered after the tender is awarded.

All Bids should be accompanied by a Bid Bond as specified in the Bidding Documents.

Sealed Bids may be sent by post under registered cover or may be personally deposited in the box available for this purpose at Administration Department of the State Pharmaceuticals Corporation at "Mehewara Piyasa", 16th Floor, No. 41, Kirula Road, Colombo 5, Sri Lanka.

Bids will be closed at the Head office of the State Pharmaceuticals Corporation on the dates and time mentioned above and will be opened immediately thereafter.
Bidders or their authorized representatives will be permitted to be present at the time of opening of Bids.

Bidding Documents are being sent to Sri Lanka missions abroad and foreign missions in Sri Lanka.

CHAIRMAN – MINISTRY PROCUREMENT COMMITTEE
MINISTRY OF HEALTH AND MASS MEDIA
C/O STATE PHARMACEUTICALS CORPORATION OF SRI LANKA
"MEHEWARA PIYASA", 16TH FLOOR
NO. 41, KIRULA ROAD
COLOMBO 5. SRI LANKA.

FAX : 00 94-11- 2582496
TELEPHONE : 00 94-11- 2326227
E-MAIL : pharma.manager@spc.lk

ANNEX - 1

BID NO. : DHS/P/M/WW/02/26
DATE OF ISSUE : 26th May 2025
CLOSING DATE & TIME : 08th July 2025 AT 1100 HOURS SRI LANKA TIME

Order List No. 2026/SPC/N/C/P/00042

SR no.	Item Description/Specifications	Quantity	Delivery
00404001	**Epoetin Injection 2000IU prefilled syringes** Epoetin injection 2,000 IU Pre-filled syringe Each pre-filled syringe to contain 2,000 IU of Epoetin (Recombinant Human Erythropoietin) in water for injection BP/USP for subcutaneous or intravenous injection. Note: 1. The product should be stable for minimum of 02 years when stored under 2'C-8'C. 2. Each Pre-filled syringe should be labeled accordingly. Packing : 1 PFSY	280,000 PFSY	140,000 vials/ April 2026 140,000 vials/ August 2026

03 Nos of Representative tender samples with Catalogue & Literature to be submitted for the bid evaluation.

The amount of Bid Bond: LKR 8,087,184.00 or USD 27,055.00.

Bid Bond should be submitted with valid up to 02.02.2026 together with the bid

Bid should be valid till 03.01.2026.

Non refundable Bid Fee Rs. 60,000.00 + Taxes.

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

CONDITIONS OF SUPPLY

(a) Part A

1. The consignments supplied in respect of an order concerned, shall exactly match with the reference sample submitted and the product information (item descriptions, shelf life/warranty where applicable, manufacturer's name, country of manufacture, country of origin, etc.) provided in the bid document by the supplier, which has been accepted by the procurement committee, and included in the Indent / Purchase Order (PO), issued by SPC.

2. All items shall be supplied, sourcing from the manufacturer and country of manufacturer, stated in the Purchase Order (PO)/Indent of SPC and wherever applicable shall have a valid product registration from NMRA.

3. Maintaining the validity of the product registration during the period of supply (delivery schedule), obtaining waiver of registration &/ import license / manufacture licensing at NMRA, is a pre-requisite for the supply of surgical, pharmaceutical and relevant laboratory items. Hence all suppliers shall produce relevant valid registration certificates/licenses, when requested by MSD/SPC.

When the validity of the product/manufacturing licenses and registrations of NMRA (eg; manufacturing license, product registration and GMP certificates), of local manufacturers / local suppliers, lapses during the year or during the period of supply (delivery schedule), it shall be extended / renewed by the supplier. A certified copies of afore mentioned valid certificates shall be submitted to MSD by the supplier when deliveries are made.

4. If MSD decides to accept a part or full consignment, with deviations from certain tender conditions (eg: with regard to labeling/packaging etc.) due to an urgency, that shall be done subject to, either rectifying the defect within 05 working days by the supplier, or recovering the total cost [a] of rectifying the defect by MSD (via a duly contracted third party providing such services), from the supplier with a 25% surcharge on the labeling cost. (total charge = [a]+[a]x0.25) or 2% of the invoiced value, whichever is the highest.

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5. The specifications of the product offered in the bid, by the supplier shall match with the tender specifications for the item and any form of alternate offers for the same will not be entertained.

Shelf life & Warrantees.

6. In the Supply of all Non consumables; Manufacturer or supplier or local agent shall provide a minimum 02 years warranty period or as specified in the specification, for each such item or it's sub components supplied (through the local agent), unless otherwise agreed upon with MSD, prior t awarding the tender. Foreign suppliers of all such items shall have their own local agent in Sri Lanka, capable of providing technical support, repairs & spares, when necessary.
(This condition is not applicable for Pharmaceuticals)

8. Freshly manufactured stocks of the product shall be supplied; thereby the residual Shelf Life (shelf life remaining at the time of delivery of goods at the MSD stores in case of local supplies) of the product , shall be 85% of the shelf life requested (specified in order/Indent/PO)
In respect of the items with requested shelf life equals or more than 24 months, any deficit between the residual shelf life and requested shelf , shall not be more that 04 months.

In the violation of the above tender condition, SPC/MSD reserves the right to accept a reduced quantity, that is usable (as per the consumption rate) up to three months before the expiry of same and will subject to application of a penalty (as clause No. 37)

When the shelf life is not specified in the Indent/PO/item spec; the requested shelf life shall be considered as , 36 months for surgical items and 24 months for pharma/Laboratory items.

Standards & Quality

9. Standards; In addition to Pharmacopoeial Standards that are indicated in the item specifications other Pharmacopoeial Standards that are registered at National Medicines Regulatory Authority in Sri Lanka are also acceptable when no bidders have quoted for the standard specified in the item specification.

10. Any product deficient of or incompatible with, its sub components/ accessories, not at the specified quality standards or all its components not unitized appropriately in packaging (as a set), shall be rejected.

11. Withdrawal from use of items due to quality failure found as manufacturer/s fault:

(a). In case of batch withdrawal, value of entire batch quantity supplied shall be recovered from the supplier.

(b).In case of product withdrawal, value of entire product quantity supplied shall be recovered from the supplier.

(c). In the event of either a) or b) above, supplier shall be surcharged the total cost involved for MSD, of the quality failed supplies with 25% administrative surcharge of the same.

12. The storage conditions and the packing requirements of the product shall conform to the information given by the manufacturer and accepted by NMRA for the product registration or shall conform to the information submitted for waiver of registration granted by NMRA in exceptional circumstances. (refer clause No.24)

    If the offered product, deviate from NMRA registered product features, supplier must provide with the bid, a declaration to certify the NMRA accepted product details such as; storage conditions, pack details/contents/sizes and standard batch quantity/size of the product.

13 Immediately after delivery at MSD, the consignments shall be subjected to testing appropriately drawn, one random batch sample (Post-delivery sample) of the consignment at a government/semi-government/accredited laboratory. (to be selectively applied for Surgical & Lab items, depending on availability of testing methodology & facilities).
    If the sample is found to be substandard, random batch samples will be tested from all the batches/lots in the consignment, and entire expenses on such tests, like value of samples, transport, sampling & testing charges, etc, will be recovered from the supplier.

14. Consignments supplied to MSD violating the storage conditions indicated on product labels and/or product information leaflet (as accepted for product registration at NMRA), shall be considered as quality affected consignments and quality assurance of such consignments shall be carried out by post-delivery testing at government / semi government laboratory in Sri Lanka or at an accredited laboratory (foreign/local). All the expenses on such an event, including storage cost shall be borne by the supplier. If found to be quality affected the consignment will be treated as quality failed (as clause No.11).

Pack size, Labeling & Packaging

15. Offers for pack sizes at a lower level (smaller quantity per pack) than the pack size specified in the item description/specification and MSD order List, are also acceptable, but higher level (larger quantity per pack) pack sizes will not be entertained unless otherwise offered with the original bid and accepted by the procurement committee, with the concurrence of MSD.

16. Each; innermost pack, vial/ampoule, pre-filled syringe or bottle, shall bear the item Description, SR No, Batch No/Lot no., Reference/Catalogue no.(not for pharmaceuticals), Date of Manufacture, Date of Expiry and 'STATE LOGO' of Government of Sri Lanka.
    It is essential to include and exactly match the dates of Expiry (& date of Manufacture (in any form as 'Year & Month' or 'No Exp.'), in the innermost pack and supplier's invoice.
    (Applicability of the innermost pack mentioned in this clause shall be adapted as per the pack specified in the specification)

17. Description of the Item, SR No, Date of Manufacture, Date of Expiry, Batch No, Name and address of manufacturer and 'STATE LOGO' of Sri Lanka Government shall be clearly marked on the outer covering of the individual/innermost pack containing the minimum unit of measure, including blister & strip cards and on the outer cover of the carton/box. Any deviations of the Date of Manufacture (DOM)/ Date of Expiry (DOE)declared in the offer shall be approved by MSD and DOM & DOE shall consist of at least the year & month.

18. All outer most cartons (shipping packages) shall bear the MSD Purchase Order No, SPC Indent No., SR No, Batch No, and Date of Expiry in size 1.5cm letters / figures in prominently visible manner. This may be printed, stenciled or label properly affixed.

19. In case of receiving goods under inappropriate packaging conditions (not in good order), was to be sorted out by MSD to select the items in good order by 100% checking/handling of the consignment, all expenses incurred to MSD in such an event (including demurrage charges, cold stores charges, labor charges etc. or any other charges incurred until goods are ready for acceptance), have to be paid to MSD by the local supplier, before attending to checking the consignment 100%, by MSD.

    In respect of SPC imported supplies, if the local agent does not follow suit as above, such extra expenses incurred to MSD shall be recovered from the supplier by SPC and refund to MSD.

Storage Conditions & Temperature

20. If the storage temperature & conditions are not specified in the item specification, NMRA accepted product storage conditions, shall conform to Sri Lankan ambient storage conditions in the ranges of 30 °C +/- 2 °C temperature and 75% +/-5% relative humidity. The product storage conditions shall be clearly indicated at all levels of labels/packages/boxes.

21. Maintenance of Cold Chain;

a. In case of cold storage items, cold chain monitors (temperature recording devices) shall be included for each carton and the cold chain shall be maintained according to the manufacturer's instructions during storage, transport and delivery.

b. Supplier shall use suitable prominently visible identification marks of international standard, with appropriate colours and sizes for easy identification of cold cargo. Supplier shall use standardized USB Devices for temperature data logging inside the packages and shall provide free of charge, data logger readers &/ software (reading apps compatible with Windows-07/latest) to wharf department of SPC in advance, to enable examining the maintenance of cold chain in transit, and before taking over the consignment by MSD.

c. If the cold chain break is observed at the time of taking over the consignments by MSD, such consignments shall be rejected, indicating the reason on the relevant WDN or copy of the delivery documents. In such an event, the SPC shall arrange necessary cold storage for the consignment until 'observed cold chain break' is investigated leading to acceptance / total rejection of consignment and the expenses born by MSD / SPC in arranging the cold storage shall be recovered from the supplier.

d. The vehicles transporting cold cargo to MSD shall be equipped with temperature monitoring devices and the vehicle shall have NMRA approval for transport of pharmaceuticals.

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

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

Delivery Requirements

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

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

26. All consignments shall be delivered at Medical Supplies Division or an alternate receiving point as directed.

27. Defaulted consignments with respect to delivery schedule shall only be considered for acceptance, subject to a penalty imposed for the delay due to suppliers fault, allowing a grace period up to two weeks. Consignments delivered after that grace period shall be considered for acceptance subject to a penalty to the supplier as described below ;

(a). A penalty of 0.5% per day of the consignment value, calculated commencing from the 15th day up to 60th day delay from the due delivery date, as per the indent/PO or its? latest amended delivery schedules.

(b). When the delay exceeds 60 days purchase order will be considered as automatically cancelled, on defaulted performance. In such a situation, MSD reserve the right to recover liquidated damages or to revoke the cancellation (eg. if payments have been released prior to such a cancellation), and accept the consignment subject to a 25% admin surcharge.

28. The extension of L/C's overstepping delivery schedules in the Indent/PO/its' amendments, shall not in any way affect the recovery of late delivery charges, as per Condition No. 27 (regarding defaulted consignments) and any other direct or indirect additional costs/liquidated damages, relating/consequent to extension of L/C.

29. When adequate storage space is not available at MSD, to accept a delivery defaulted consignment (deviating from the delivery schedule in the Indent/PO/its' amendments) under the condition No. 27, any additional expenses caused to MSD or SPC in arranging temporary external storage and other expenses (eg. demurrage, detention, container storage, re-handling cum transport, etc.) shall be borne by the supplier.

Documents & Information

30. MSD Order No, Item Description, SR No, Batch No., Date of Manufacture, Date of Expiry and product Storage Condition, shall be indicated in all Supply Invoices and detailed Packing Lists.

31. The supplier shall submit all shipping documents to (Including Bills of Lading / Draft Air Way Bills etc.) SPC Imports department and MSD by e-mail (follow instructions in website www.msd.gov.lk), at least 03 days before the Expected Time of Arrival (ETA) of sea freighted consignments & 02 days before the ETA of Air freighted consignments.

32. If it is not complied or the information so provided are found to be incomplete/false, the grace period (for supply delays) mentioned in the clause 27 will not be applicable.

Common conditions

36. In addition to the general conditions of supply given herein, item/order-list specific amendments, exclusions or additions to the same, stated in the covering letter of the order list and any other relevant conditions as per the tender document issued by SPC, are also applicable. The order/item specific; new conditions or amendments to General Order Conditions, will be included in the order list itself and as a remark entry in the MSMIS order records.

37. Administrative surcharge of 25% (on the value of goods), will be applied for tender condition violations that cause deficiencies in supply with respect to; quality, standards & specifications, short packing & short supply or delayed delivery as per the cabinet decision. (eg. As in conditions No. 08,05,10,13)

Abbreviations : NMRA ; National Medicines Regulatory Authority/Sri Lanka, SPC ; State Pharmaceuticals Corporation, MSD; Medical Supplies Division/Ministry of Health-Sri Lanka.

(b) Part B

Conditions of supply specifically applicable for the order list (with SR)

Amendments to the Standard Bidding Document,

01. All clauses referring to the Procurement Guidelines should be updated as follows:
"Procurement Guidelines 2024 Goods, Works and Non consulting Services, Procurement Manual 2024, Goods, Works and Non- Consulting Services, and Guidelines for Procurement of Pharmaceuticals & Medical Devices of a Consumable Nature 2022".

02. Clause No. 21.3 "all prospective bidders, except those who are the present supplier or a past supplier within the last five years without any confirmed batch or product withdrawals from the same manufacture and manufacturing site, must submit their samples through their local agent, if applicable, to ensure compliance with this requirement. If the substantially respective lowest-evaluated bidder falls into any of these exempted categories, they must submit samples upon request within two weeks from the request date".

Also, same clause modified as follows.

"if the items are surgical or Laboratory consumables available in different sizes or measurements, a single respective sample can be submitted, as agreed upon by the relevant end user or subject specialist".

Please refer Global Bid Document

A: Global Tender - MPC Bidding Document for Procurement of Pharmaceuticals (Pink Book)