



ALL INDIA INSTITUTE OF MEDICAL SCIENCES

ANSARI NAGAR, NEW DELHI-110 029

NOTICE INVITING TENDERS (NIT)

Advertised Tender Enquiry No.: **96/H/Inj. Onasemnogene Abeparvovec xioi/LTE/2023-24**

On behalf of Director, AIIMS, Ansari Nagar, New Delhi-110 029, online bids are invited in two bid system (Techno-Commercial Bid and Financial Bid) from eligible and qualified firms/manufacturer for supply of following drugs/medicine:

Note: Tender should invariably be submitted in "Two Bid" system containing two parts.

In separate sealed Envelops duly page-numbered and Indexed, in case price bid of different groups are submitted in a single Envelop, such offers will be summarily rejected. The price bids should be submitted in separate envelops indicating on the Envelop.

S. No.	Name of Drugs/ Medicines	Quantity Required
1.	Inj. Onasemnogene Abeparvovec xioi	1 Injection/1 dose (2 x 5.5ml vial and 4 x 8.3 ml vial = Total 6 vials)

CRITICAL DATE SHEET

Published Date	29.05.2023(Monday)
Pre Bid Meeting	NA
Bid Submission End Date & Time	09.06.2023(Friday) at 12:00 PM
Bid Opening Date & Time	10.06.2023(Saturday) at 12:00 PM

SECTION - I

GENERAL INSTRUCTIONS

1. INTRODUCTION

- 1.1. The AIIMS is the premier multi-disciplinary super specialty health sciences institution of India. It was established in 1956 by an Act of Parliament. AIIMS has a trinity of mission, which is medical education, research and patient care. It has around 2400 indoor beds with over 2.5 lakhs admissions per annum and an annual out-patient attendance of around 40,00,000 patients.
- 1.2. This limited tender is for the purpose for supply **Inj. Onasemnogene Abeparvovec xioi** medicines for one time at Main Hospital Store (AIIMS).
- 1.3. The rates quoted, approved and accepted by the Medical Superintendent shall be valid for One Time from the date of award of limited tender.

2. BID CURRENCIES

- 2.1. The bidder supplying indigenous goods or already imported goods shall quote in Indian Rupees (INR) or any other currencies.

3. BID PRICES

- 3.1. The Bidder shall indicate in the Price Schedule provided in Section-III all the specified components of prices shown therein including the unit prices on Free Delivery at Site basis, applicable GST, HSN Code, it proposes to supply against the requirement. All the columns shown in the Price Schedule should be filled up as required.
- 3.2. In no case the quoted rates should be more than MRP at the time of submission of quotation. If subsequently during the currency of Rate Contract there is decreased in MRP, the bidder shall inform the purchaser promptly along with revised reduced rates on pro-rata basis. In case, if bidder quotes more than MRP and/or does not inform purchaser about reduction in MRP, it will be viewed seriously and appropriate administrative action will be taken including de-barring the firm.
- 3.3. In case of controlled drugs by the Government (Under DPCO), the quotation must be sent subject to the controlled rates and other conditions and supplier will be paid at the controlled price or rates offered by the supplier whichever is less. Controlled drugs must be clearly mentioned as such in the bidder's quotations.

4. FIRM PRICE

- 4.1. Prices quoted by the bidder shall remain fixed during the currency of the Limited Tender and not subject to variation on any account. Purchase Orders will be placed by Centers/ Hospital/Departments/ Store Sections against this Limited tender for one time.
- 4.2. Statuary variation in GST will be applicable.

5. BID OPENING

- 5.1. The Bids will be opened after due time and date and the bidders may check the comparative on www.aiims.edu.
- 5.2. No change /alteration on plea of clerical or typographical error in rates or other terms in the limited tender will be permitted under any circumstances.
- 5.3. Partial withdrawal (in respect of one or more items quoted) will not be allowed under any circumstances.

6. AWARD OF LIMITED TENDER

- 6.1. **Purchaser's Right to accept any bid and to reject any or all bids.**

- 6.2. The purchaser reserves the right to accept in part or in full any bid or reject any or more bid(s) without assigning any reason or to cancel the limited tender process and reject all bids at any time prior to award of limited tender, without incurring any liability, whatsoever to the affected bidder(s).
- 6.3. **Award Criteria:** Subject to the above, the Ltd Tender will be awarded to the lowest evaluated responsive bidder decided by the purchaser.
- 6.4. **Purchase Orders to be placed after completion during currency of Limited Tender.**
- 6.5. Purchase Orders will be placed one time by the Store Sections, Hospital of AIMS as per actual requirement, in which the exact quantities required on with the date of delivery shall be specified in the purchase order.

SECTION - II

GENERAL CONDITIONS OF CONTRACT (GCC)

1. INSPECTION, TESTING AND QUALITY CONTROL

- 1.1. The purchaser has contractual right to inspect, test and, if necessary, reject the goods to confirm their conformity to the Rate Contract specifications and other quality control details incorporated in the Rate Contract.
- 1.2. If during such inspections and tests the contracted goods fail to conform to the required specifications and standards, the purchaser may reject them and the supplier shall either replace the rejected goods or make all alterations necessary to meet the specifications and standards, as required, free of cost to the purchaser and re-submit the same to the purchaser for conducting the inspections and tests again. No payment shall be made for rejected material and in case rejected goods are not removed, these will be disposed of in a manner as deemed fit by the authorities at the risk and responsibility of the suppliers without any further notice.
- 1.3. If any drug sample fails the test or is found to be of substandard quality, action as below will be initiated:
- (a) If any store/stores supplied against the contract are found to be not of standard quality as per specifications on analysis and/or on inspection by competent authority, the Institute will destroy the entire consignment against the particular invoice, irrespective of fact that part of the supplied stores may have been consumed. The institute shall not be liable to make any payments in lieu of inferior items.
 - (b) If the firm fails to make fresh supplies in lieu of substandard quality of drug, it is liable to be debarred for three years in respect of all the items in the rate-contract of this Institute and EMD/Performance security shall be forfeited.
 - (c) If the product is found to be not of standard quality, the cost of testing done by the Institute will be recovered from the supplier.
 - (d) In case, the supplies are found to be of inferior quality on three occasions, the firm shall be liable for debarment for subsequent tender of Drugs and EMD/Performance security shall be forfeited.
 - (e) A copy of the test report will be sent to the DCGI for necessary action at their end.
- 1.4. Goods accepted by the purchaser/consignee in inspection in terms of the Purchase Orders shall in no way dilute purchaser's/consignee's right to reject the same later, if found deficient in terms of the warranty clause, if applicable.

2. TERMS OF DELIVERY

- 2.1. Goods shall be delivered by the supplier on "Free Delivery At Site" basis and delivered as per Delivery Period specified in the Purchase Order placed against Rate Contract. Please note that the time shall be the essence of the contract.

- 2.2. The goods are to be supplied by F.O.R. destination and all the transit loss/expenses whatsoever, will be borne by the supplier/firm.

3. PRICES

- 3.1. Prices quoted by the bidder shall remain firm and fixed and not subject to variation on any account. Purchase Orders will be placed by Store Sections hospital against this Limited Tender for one time.
- 3.2. Statutory variation in GST will be applicable during currency of the contract, during the original Delivery Period of Purchase Order after submitting supporting documents (Government notifications) issued by concern department.
- 3.3. **Rate Revision:** Successful bidders shall not be entitled to any rate-revision of price for any reason except Govt. levies which become applicable after finalization of rate contract along with adequate documentary proof thereof.

4. PAYMENT TERMS

- 4.1. 100% payment would be made on receipt of goods in good condition and acceptance, upon the submission of the following documents:
- i) Original copies of supplier's invoice showing Rate Contract/Purchase Orders number, goods description, quantity, packing list, unit price and total amount;
 - ii) "Consignee Receipt Certificate" as per Section XIV of Limited Tender document in original
 - iii) "Final Consignee Acceptance Certificate" as per Section XV of goods to be issued by the End User subject to recoveries, if any, either on account of non-rectification of defects/deficiencies not attended by the Supplier or otherwise.
- 4.2. Any dues or payments that have arisen to the Institution from the supplier for which no specific time-limit has been laid down in the terms & conditions, shall be payable by the supplier within such time limit as may be prescribed in the various letters/orders addressed to the contractors. On failure to do so the supplier shall be liable to be debarred for not paying dues or payment etc. to the hospital for a period as decided by the Director or his nominee.
- 4.3. Conditions of advance payments or payment against delivery shall not be accepted.

5. DELIVERY

- 5.1. The supplier shall deliver the goods within the time schedule specified by the Purchaser Order as per in the Schedule of Requirements and as incorporated in the Limited Tender. The time for and the date of delivery of the goods stipulated in the Purchase Order shall be deemed to be of the essence of the contract and the delivery must be completed no later than the date (s) as specified in the Purchase Order.
- 5.2. Supply orders placed against the contract, on or just before last date of the tenure of contract will have to be accepted /honored by the supplier.
- 5.3. Subject to the provision under Force Majeure clause of GCC, any unexcused delay by the supplier in maintaining its contractual obligations towards delivery of goods shall render the supplier liable to any or all of the following sanctions:
- i) Imposition of liquidated damages,
 - ii) Forfeiture of its Performance Security and
 - iii) Termination of the Rate Contract/Purchase Orders for default.
- 5.4. If at any time during the currency of the Rate Contract, the supplier encounters conditions hindering timely delivery of the goods, the supplier shall promptly inform the Purchaser in writing but not later than 10 days from the date of issue of the Purchase Order about the same and its

likely duration and make a request to the Purchaser for extension of the delivery schedule accordingly. In case no communication is received within 10 days from the date of issue of Purchase Order, it will be presumed that supplier has accepted the Purchase Order in all regards. On receiving the supplier's communication, the Purchaser shall examine the situation as soon as possible and, at its discretion, may agree to extend the delivery schedule, with or without liquidated damages for completion of supplier's contractual obligations by issuing an amendment to the Purchase Order.

- 5.5. When the period of delivery is extended due to unexcused delay by the supplier, the amendment letter extending the delivery period shall, inter alia contain the following conditions:
- i) The Purchaser shall recover from the supplier, under the provisions of the Force Majeure clause of the General Conditions of Contract, Liquidated Damages on the goods, which the Supplier has failed to deliver within the delivery period stipulated in the Purchase Order.
 - ii) That no increase in price on account of any ground, whatsoever, including any stipulation in the Rate Contract for increase in price on any other ground and, also including statutory increase in or fresh imposition of GST levied in respect of the goods specified in the Purchase Order, which takes place after the date of delivery stipulated in the Purchase Order shall be admissible on such of the said goods as are delivered and performed after the date of the delivery stipulated in the Purchase Order.
 - iii) But nevertheless, the Purchaser shall be entitled to the benefit of any decrease in price on account of reduction in GST which takes place after the expiry of the date of delivery stipulated in the Purchase Order.
- 5.6. The supplier shall not dispatch the goods after expiry of the delivery period. The supplier is required to apply to the Purchaser for extension of delivery period and obtain the same before dispatch. In case the supplier dispatches the goods without obtaining an extension, it would be doing so at its own risk and no claim for payment for such supply and / or any other expense related to such supply shall lie against the purchaser.
- 5.7. Passing of Property
- (i) The property in the goods shall not pass to the purchaser unless and until the goods have been delivered to the consignee in accordance with the contract.
 - (ii) Where there is a contract for sale of specific goods and the supplier is bound to do something to the goods for the purpose of putting them into a deliverable state the property does not pass until such thing is done.
 - (iii) Unless otherwise agreed, the goods remain at the supplier's risk until the property therein is transferred to the purchaser.
- 5.8. Supply time: Timing 2.00 P.M to 4.00 P.M (from Monday to Friday) & 11.00 A.M to 12.00 Noon (on Saturday).
- 5.9. Before making the supply, approved rate contract holder should ensure that all labels of cartons, ampoules, vials, bottles, jars, tubes etc. should be embossed, imprinted, stamped with letters, other requirements like "AIIMS SUPPLY NOT FOR SALE" stamp with permanent ink on each item/strip up to primary level. The supply Challan should be accompanied by test report from NABL accredited lab/Govt. Approved Lab. While delivering the supplies, the firm will ensure that quantities are as per challan, quality of material is as per Rate contract specifications etc. All the items which are stamped with "AIIMS SUPPLY NOT FOR SALE" mark, including rejected stores, cannot be sold to the public by the bidder.
- 5.10. The supplier shall arrange to effect free replacement of any quantity which may deteriorate in potency, strength approaching expiry or expired etc. before the date of expiry marked on the labels.
- 5.11. If the supplied item is not utilized before expiry date the supplier should undertake to replace with fresh stock of items as and when required.

- 5.12. **MARKING:** Each packing shall be marked with nomenclature of the drug and shall be labeled in accordance with the requirement of the Drugs and Cosmetics Act, 1940 and the rules made there under.

6. DELIVERY PERIOD

- 6.1. The Delivery Period is maximum 45 days from date of issue of Purchase Order against the Rate Contract. In case of exigency, a shorter Delivery Period can be given and if, it is not acceptable to Supplier, it may be intimated to the Purchase Officer within seven days from the date of issue of the Purchase Order, otherwise it will be assumed that the Purchase Order has been accepted. The date of delivery will be the date by when it is to be delivered at consignee site.
- 6.2. The purchaser will not pay separately for transit insurance and the contractor will be responsible for delivery of items covered by the supply-order in good condition at the specified destination and for this purpose, freight, insurance, octroi etc., if any will have to be borne by the supplier. The consignee will, as soon as possible, but not later than 07 days of the date of arrival of stores at destination, notify the supplier/ bidder, of any loss or damage to the stores that may have occurred in the transit.

7. SHELF-LIFE

- a) Short- life items (which have a life-period of eighteen months or less), should not have passed 5/6th of their total shelf life at the time of supply.
 - b) In respect of items not covered by clause (i) above, stores should not be older than one year from the date of manufacturing at the time of supply.
 - c) For all those drugs, which are required to be stored under controlled temperature / cold chain, have to be supplied under controlled temperature/cold chain.
 - d) If the supplied item is not utilized before expiry date the supplier should undertake to replace with fresh stock of items as and when required.
 - e) The supplier shall arrange to effect free replacement of any quantity which may deteriorate in potency, strength approaching expiry or expired etc. before the date of expiry marked on the labels.
 - f) The supply offered should comply with the provisions of the Drugs and Cosmetics Act, 1940 and the Rules made there under as amended up to date and Drug Price Control order. While making quotations against re-packing and chemical items, it must be ensured that ISI code number is indicated on quotation and at the time of making the supplies, the firm should ensure that the item supplied has ISI mark as well as code number, as is the statutory requirement of the Bureau of Indian Standards. The attested copy of the valid ISI marking license issued by Bureau of Indian Standards should be enclosed along with quotation.
- For delayed delivery, liquidated damages will get applied as per GCC.

8. PACKING

- a) Limited Tendering firms must quote for the packing specified against each item in the schedule annexed to the rate-enquiry, as any other packing may not be accepted.
- b) Where no pack is specified, bidders may quote for standard pack which is available in the market.
- c) Loose supplies / damaged packing / tampered or damaged labeled supplies shall not be accepted under any circumstances.
- d) Rates should be quoted for strip packing only except where mentioned.
- e) Supplies to be made in the box of Standard packing. However, tablets/capsules in loose pack (tin/bottle) shall not be accepted.
- f) Liquid orals to be supplied only in glass / plastic bottles.

- g) It should be ensured that only first use packaging material of uniform size including bottles and vials, is used for making supplies on the basis of rate-contract.
- h) All primary packing containers should be strictly conforming to the specification included in the relevant pharmacopoeia.
- i) Packing should be able to prevent damage or deterioration during transit.
- j) All containers i.e. bottles, cartons, tubes etc. are required to be secure with pilferage-proof seals to ensure genuineness of the products packed and the correctness of the contents. MRP should not be written/embossed/should be defaced with indelible ink on any labels otherwise it will dis-qualified for that supply.
- k) The supply offered should comply with the provisions of the Drugs and Cosmetics Act, 1940 and the Rules made there under as amended up to date and Drug Price Control order.

9. LIQUIDATED DAMAGES

9.1. PENALTY FOR NON-SUPPLY/LATE SUPPLY

- i) Subject to Force Majeure clause of the General Conditions of Contract, if the supplier fails to deliver any or all of the goods within the time frame(s) incorporated in the Purchase Order, the Purchaser shall, without prejudice to other rights and remedies available to the Purchaser deduct from the Purchase Order.
- 9.2. In case of default institute will have the right to procure the ordered item from open market /another party at their own risk and expenses under risk purchase clause.
- 9.3. The approved vendor should supply all their ordered items within DOD period as per supply order terms and these terms should be strictly adhered to. **In case they fail to supply the item within DOD period, the reminder letter would not be issued in any circumstances and penalty will be imposed.** The item would be arranged either through local purchase or from open market under Risk Purchase Clause without any information in this regard. The difference amount shall be recovered from the pending dues of the firm. **In the eventuality of such instances being repeated, administrative action shall be initiated as per AIIMS procedure which may lead to debarring of the firm for subsequent tenders (up to 3 years).**
- 9.4. It is hereby also informed that in case any administrative action (imposing of liquidated damages, warning letter, risk purchase, short supply etc.) is taken by the AIIMS during the Limited Tender period against any approved vendor, it would be reflected during finalization of the next Limited Tender as "Past performance" of that firm.
- 9.5. The Director or his nominee reserves the right to invite at his sole discretion, separate quotations to effect purchase outside this contract in the event of any urgent demand arising in hospital, where no stock is held or otherwise.

10. Termination for Default

- 10.1. The Purchaser without prejudice to any other contractual rights and remedies available to it the Purchaser, may, by written notice of default sent to the supplier, terminate the Limited Tender and/or Purchase Order in whole or in part, if the supplier fails to deliver any or all of the goods or fails to perform any other contractual obligation(s) within the time period specified in the Purchase Order, or within any extension thereof granted by the Purchaser.
- 10.2. The Performance Security in such cases will be forfeited equivalent to the amount of Purchase Order.

- 10.3. Unless otherwise instructed by the Purchaser, the supplier shall continue to perform the Purchase Orders to the extent not terminated.

11. TERMINATION FOR INSOLVENCY

- 11.1. If the supplier becomes bankrupt or otherwise insolvent, the purchaser reserves the right to terminate the Purchase Orders at any time, by serving written notice to the supplier without any compensation, whatsoever, to the supplier, subject to further condition that such termination will not prejudice or affect the rights and remedies which have accrued and / or will accrue thereafter to the Purchaser.

12. FORCE MAJEURE

- 12.1. Notwithstanding the provisions contained in above clauses of GCC, the supplier shall not be liable for imposition of any such sanction so long the delay and/or failure of the supplier in fulfilling its obligations under the Purchase Orders is the result of an event of Force Majeure.
- 12.2. 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 which is not foreseeable and not brought about at the instance of the party claiming to be affected by such event and which has caused the non – performance or delay in performance. Such events may include, but are not restricted to, wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes excluding by its employees, lockouts excluding by its management and freight embargoes.
- 12.3. If a Force Majeure situation arises, the supplier shall promptly notify the Purchaser in writing of such conditions and the cause thereof within twenty-one days of occurrence of such event. Unless otherwise directed by the Purchaser in writing, the supplier shall continue to perform its obligations under the Purchase Orders as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- 12.4. If the performance in whole or in part or any obligation under this Purchase Orders is prevented or delayed by any reason of Force Majeure for a period exceeding sixty days, either party may at its option terminate the Purchase Orders without any financial repercussion on either side.
- 12.5. In case due to a Force Majeure event the Purchaser is unable to fulfill its contractual commitment and responsibility, the Purchaser will notify the supplier accordingly and subsequent actions taken on similar lines described in above sub-paragraphs.

13. RESOLUTION OF DISPUTES

- 13.1. If dispute or difference of any kind shall arise between the Purchaser/Consignee and the supplier in connection with or relating to the Purchase Orders, the parties shall make every effort to resolve the same amicably by mutual consultations.
- 13.2. If the parties fail to resolve their dispute or difference by such mutual consultation within twenty-one days of its occurrence, then, unless otherwise provided in the SCC, either the Purchaser/Consignee or the supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided the applicable arbitration procedure will be as per the Arbitration and Conciliation Act, 1996 of India.
- 13.3. In the case of a dispute or difference arising between the Purchaser and a domestic Supplier relating to any matter arising out of or connected with the Purchase Orders, such dispute or difference shall be referred to the sole arbitration to be appointed by the Director, AIIMS. The award of the arbitrator shall be final and binding on the parties to the Purchase Orders subject to the provision that the Arbitrator shall give reasoned award in case the value of claim in reference exceeds Rupees One lakhs (Rs. 1,00,000/-)
- 13.4. Venue of Arbitration: The venue of arbitration shall be the place from where the Purchase Orders has been issued, i.e., New Delhi, India.

- 13.5. Jurisdiction of the court will be from the place where the Limited Tender Document has been issued, i.e., New Delhi, India.
- 13.6. Applicable Law: The Purchase Orders shall be governed by and interpreted in accordance with the laws of India for the time being in force.

14. WITHHOLDING AND LIEN IN RESPECT OF SUMS CLAIMED

- 14.1. Whenever any claim for payment arises under the Purchase Orders against the supplier the purchaser shall be entitled to withhold and also have a lien to retain such sum from the security deposit or sum of money arising out of under any other Purchase Orders made by the supplier with the purchaser, pending finalization or adjudication of any such claim.
- 14.2. It is an agreed term of the Purchase Orders that the sum of money so withheld or retained under the lien referred to above, by the purchaser, will be kept withheld or retained till the claim arising about of or under the Purchase Orders is determined by the Arbitrator or by the competent court as the case may be and the supplier will have no claim for interest or damages whatsoever on any account in respect of such withholding or retention.

15. FALL CLAUSE

Fall clause is a price safety mechanism. The fall clause provides that if the Rate Contract holder reduces its price or sells or even offers to sell the contracted goods of identical specification and terms & conditions to that of the Rate Contract/Purchase Orders, at a price lower than the Rate Contract/Purchase Orders price, to any person or organization during the currency of the Rate Contract, the Rate Contract price will be automatically reduced with effect from that date for all the subsequent supplies under the Rate Contract/Purchase Orders and the Rate Contract/Purchase Orders amended accordingly.

SECTION -III **PRICE SCHEDULE**

Sr. no.	Name of the item	Schedule no.	Item no.	Pack size	HSN Code	Basic rate per unit (per tab/cap./Inj./tube/bottle /vial etc.)	GST in %	Net Rate

SECTION - IV

LIST OF DRUGS/MEDICINES

Sr. no.	Name of the drug/Medicines	Quantity Required
1.	Inj. Onasemnogene Abepravovec xioi	1 Injection/ 1 dose (2 x 5.5ml vial and 4 x 8.3 ml vial = Total 6 vials)

SECTION – V

LIST OF ITEMS QUOTED

FORMAT OF SUBMISSION OF VALID REVISED SCHEDULE –M/ WHO-GMP/IMPORT LICENSE/ COPP/ MANUFACTURING LICENSE (STRICT COMPLIANCE)

Sr. No.	Item' serial no. as per Limited Tender list	Name of Drugs	Page no. Limited Tender where valid import license undertakings enclosed	Page no. Limited Tender where Fall Clause Certificate enclosed

SECTION – VI

QUALIFICATION CRITERIA

1. Scanned copy of **import license** issued by Centre/State Drug Controller should be submitted.
2. The price charged for the drug items, under the reference, by the suppliers shall in no event exceed the lowest price at which the supplier the drug item of same identical description to any other person/organisation/institution during the currency of the contract as per **fall clause** adhered by D.G.S. & D. If at any time, drug items to any other person/organisation/Govt. Institution/Co. Operative Stores at price lower than the quoted price, he shall forthwith notify such reduction or sale to the Director, All India Institute of Medical Sciences and the price payable for the items supplied after the date of coming into forces of such reduction or sale shall stand correspondingly be reduced for AIIMS and the supplier should attach an undertaking on non-judicial stamp paper of Rs.10/- duly attested by the notary to this effect otherwise quotation shall be summarily rejected.