



SOUTH DELHI MUNICIPAL CORPORATION
(Hospital Administration Department)



E-Block, 18th Floor, Dr. S.P.M. Civic Centre,
J.L. Nehru Marg, New Delhi-110002.
Phone No.:011-23226824, 23226859
E-Mail ID: addl.dha.medsdmc@gmail.com

No.:Addl.DHA(M&TB)/SDMC/2020/ 885

DATED: 04/11/2020

NOTICE INVITING TENDER

Tender No.Addl.DHA(M&TB)/SDMC/2020-21/04

Online bids are invited under two bids system by the Office of Addl. DHA (M&TB), Department of Hospital Administration on behalf of Commissioner, SDMC, as per terms and conditions as detailed subsequently, from reputed chemist with chain of Stores for supply of medicines and consumable to pensioner health facilities for a period of two (02) years from date of award of contract. The total annual financial implication is Rs. 2.3 Crore. The chemist selected shall be for a period of 02 years from date of award of contract. Cost of tender Rs.1000/-, EMD Rs.4.6 Lakh. The EMD shall be refunded to unsuccessful bidders on finalization of the bid & to successful bidders upon submission of Performance Security amounting 5% of the project cost or can be adjusted against "performance Security".

I. Schedule:

Online Tenders are invited under two Bid System, viz. Technical and Financial Bid.

Tenders will be available in the website of SDMC i.e. mcdonline.nic.in and tenderwizard.com/SOUTHDMCETENDER

Tender Documents can be downloaded from tenderwizard.com/SOUTHDMCETENDER

Tender fee: Rs. 1000/- to be deposited on line thro' payment portal of E-Tendering Site: tenderwizard.com/SOUTHDMCETENDER

Earnest Money Deposit: Rs. 4.6 Lakh (Four Lakh Sixty Thousand Only) to be deposited on line thro' payment portal of E-Tendering Site: tenderwizard.com/SOUTHDMCETENDER

Schedule of Activities

- Date of Release of Tender
- Date of (technical & Financial Lock) closing
- Technical Bid Opening
- Evaluation of Technical Bids
- Opening of Financial Bids
- Finalization

The details of Pensioners' Centres are as under:

1. PSMS Hospital, Kalkaji.
2. Tilak Nagar Colony Hospital.
3. Lajpat Nagar Colony Hospital.
4. P.H.C, Mehruali.
5. Madangir Dispensary.

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6. Polyclinic Badarpur.
7. Allopathic Dispensary, Bijwasan.
8. Allopathic Dispensary, Ghuman Hera.

The number of Pensioner Centres may be increased or decreased as per direction of Corporation.

II. Eligibility:-

1. Should Valid License in Form 20, 21 as per Drugs & Cosmetic Rules
2. The outlet/s should be managed by qualified pharmacist.
3. The bidders should have physical presence by the way of outlet/s in Delhi with Valid License in Form 20, 21 as per Drugs & Cosmetic Rules for each outlet.
4. Should be running Drug/Medicine Retailing business/whole seller/Manufacturer/distributorship successfully for past three years or more.
5. Have PAN
6. Have GST
7. Annual turnover **Rs.2.3 Crore** each year for last three year.
8. ITR for past three years (2016-17, 2017-18, 2018-19)
9. Should not have been blacklisted and or debarred.
10. All medicines supply should comply with shelf life clause that is the medicine shall have 3/4th of its shelf life remaining at the time of the time of supply.

III. Technical bids : the Technical Bid will be totally on line and should contain the following documents

- 1) **Forwarding Letter;**
- 2) **Tender Fee** of the requisite amount (Rs.1000/-) to be deposited through the payment portal of E-Tender Site as stated above;
- 3) **EMD** of the requisite amount (Rs.4.6 Lakh) to be deposited through the payment portal of E-Tender Site as stated above;
- 4) **Certificate regarding having outlet/s** and not merely 'online supplier'. (Should enclose **List of outlet/s with individual Outlet's Valid License in Form 20, 21, Tel. no., Address, and also e-mail if available.**
- 5) **Certificate that all Outlet/s** are being run by qualified Pharmacists; (attach list of Pharmacists with Regn. No.)
- 6) **PAN;**
- 7) **GST;**
- 8) **Annual turnover Rs. 2.3 Crore** each year for last three years (Certificate from CA)
- 9) **ITR** for past three years (2016-17, 2017-18, 2018-19)
- 10) **Should Valid License in Form 20, 21** as per Drugs & Cosmetic Rules & other permission/Licenses from Statutory authorities as required.

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11) Certificate of Non blacklisting & Non debarring;

- The Technical Bids are to be uploaded in the E-Tendering Website: tenderwizard.com/SOUTHDMCETENDER
- *All documents are mandatory;*
- *Non submission of any or all of the documents, Tender Fee, EMD will lead to rejection of Bid.*
- *Financial Bid of only technically qualified Bidder shall be opened.*

IV. Financial Bid:

a. The Bidder must quote the Discount offered for each category separately.

S.No	Category	Discount offered on MRP
1	Branded Medicine	
2	Generic Medicines	

SDMC has the right to select different vendor for different categories as maximum discount offered.

b. Bid winning Criteria

- Bidder/Chemist offering **Highest Discount (H1)** will be the Bid winner;
- There can be separate Chemist / Bidder for each category;
- If two chemists are offering similar discount, with H1.
- Successful Chemist (H1) shall have to enter into an agreement with SDMC.

V. Terms & conditions/guideline for selection of chemist.

1. The Selected chemists will submit a security a security deposit of Rs. 11.50 Lakh (equivalent to 5% of cost of project, i.e. Rs. 2.3 Crore in the form of Bank Guarantee. EMD will be adjusted against 'Performance Security' of the successful bidder.
2. Selected chemist shall enter into Agreement with SDMC on Non judicial Stamp Paper of Rs. 100/- (draft as enclosed).

VI. Payments:

1. Bill/claims shall be preferred to the respective Pensioner Centre for payment;
2. On receipt of Bills the I/C of the Pensioner Centre shall verify the Bills after making necessary entries, attach Budget slip and submit with O.O. CAMO for release of Payments

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3. Bills shall be cleared by the office of CAMO thro' Zonal Accounts, on receipt from the Pensioners' Centre and payment will be released from the O.O. CAMO of the respective Zone.
4. Budget will be allocated to each of the Pensioners' centre.
5. Efforts shall be made for payments of the supply of items within one month from the date of receipt of bill, complete in all respects

VII. Other Conditions:

1. The scheme will be implemented from Date of Award of Contract for a period of 02 years in all Health Institutions earmarked for local purchase of medicines. Director Hospital Administration reserves the right of extend the period of contract.
2. The Chemist is expected to supply the medicine ordered the same day (Within working Hours of the Facility) or latest by 12 noon of next working day. Supplies against orders received before 12.00 noon should be made on the same day and orders received after 12 noon can be supplied by 12.00 noon of next working day.
3. In case of emergency situation, the supplier is required to deliver Indent immediately on telephonic message.
4. The quantity/ quality of supplied medicines/items will be responsibility of the supplier.
6. The supplier will be responsible for proper supply of medicines/items safely in the hands of concerned officer/pharmacist in the store of the Health Institutions.
7. No substitute would be accepted for a medicine.
8. The selected chemist (s) will have to give an undertaking on non – judicial stamp paper of Rs. 100/- that the supply will be made immediately on receipt of order/telephone message on the same day. On failing to supply within 24 hours of order, the order will automatically stand cancelled and cost of the medicines purchased by the individual will be paid by the chemist on production of receipt.
9. Failure to reimburse the cost of the medicine purchased by the staff, double the cost of the medicines purchased by the individual will be deducted from the bills of the chemists as risk purchase.
10. Failure to supply medicines in time for more than three consecutive occasions, the chemist shall be penalized for non-supply of all the items @ Rs. 500/- per day. Rs. 200/- per day for making part supplies and Rs. 100/- per day for any discrepancy/late supply.
11. Failure to deposit the fine within seven days, double the amount will be debited from the security money / unpaid dues.

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12. Under any circumstances if the license of the contractor is cancelled or suspended by any authority of Delhi his contract with the Hospital Administration Department of SDMC shall be automatically deemed suspended with immediate effect.

13. Director Hospital Administration holds all rights to cancel the contract of the supplier without assigning any notice/reason.

14. Dispute Resolution:

All the disputes shall be resolved through mutual discussion between the parties, if discussions between the parties' authorized representatives do not resolve the dispute the same shall be referred to DHA for resolution. The disputes, if any through discussion & reference shall have to be resolved within 15 days of first information of the same in writing. In case the disputes are not resolved within 15 days or any party to the dispute is not satisfied with the dispute resolution process he/it may file appeal before the Commissioner, SDMC, who in turn shall resolve the disputes between the parties within a further period of 15 days. The decision of Commissioner shall final and binding on both parties. In case the disputes are still not resolved then either of the party can approach court at New Delhi only for adjudication of disputes which could not be resolved through dispute resolution mechanism.

VIII. For any queries please contact:
Office of Addl. D.H.A (M&TB)
18th Floor, Dr. S.P.M. Civic Centre,
J.L.N Marg, New Delhi 110002
Tel: 23226824, 23226859;
E mail: addl.dha.medsdmc@gmail.com

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AGREEMENT

This agreement is made onday of, 2020 between South Delhi Municipal Corporation through Addl. Director Hospital Administration (Med. & TB) having office at 18th Floor, E-Block, Dr. S.P.M. Civic Centre, New Delhi-110002) hereinafter called the Corporation.

and

M/s. (Name of Chemist & address), hereinafter called the contractor.

Whereas South Delhi Municipal Corporation is providing medical facilities to citizens of Delhi including its employees and pensioners, Medicines are procured from approved agencies (at approved rates) and provided to the beneficiaries through various hospitals/polyclinics/PHCs and dispensaries (Pensioners' Centers) etc. The medicines that are not available are procured from local market and provided to the identified beneficiaries. The Corporation has selected/identified the contractor/s (chemist) for supplying such medicines to M/s who has offered offers highest trade discount in (Category)

NOW THEREFORE THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:-

1. After the acceptance of discount to be given by the contractor the in-charge/designated officer of the health facility shall place orders for supply of medicines/surgical consumables etc to the contractor.
2. Discount offered:- The contractor agrees to give discount on all purchase of medicines (branded/generic medicines) as under:-

Sl. No.	Category	Discount Offered
1	Branded Medicines	
2	Generic Medicines	

3. Validity: The offer will be valid w.e.f. 00.00.2020 (date of award of contract) to for a period of 02 years, during which the contractor is liable to supply the medicines etc, ordered at a discounted rate quoted by the contractor.

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4. All prescriptions received till 12-Noon shall be dispensed on the same day before closure of the health centre. Prescriptions received after 12.00 Noon will be dispensed latest by 12-00 Noon of the next working day.
5. If the contractor fails to supply within 24 hours of placing the order or next working, if the next day is a holiday, the order shall stand cancelled and cost of the medicines purchased by the individual shall be paid by the contractor on production of receipt.
6. On failure to reimburse the cost of the medicine purchased by the beneficiary double the cost of the medicines purchased by the individual shall be deductible from the bills on the contractor as risk purchase.
7. In case of emergency situation, the contractor is required to deliver indent immediately on telephone message.
8. Efforts shall be made for payments of the supply items within one month from the date of receipt of bill.
9. The quantity/quality of supplied medicines/items shall be responsibility of the contractor.
10. The contractor shall be responsible for proper supply of medicines/items safely in the hands of concerned officer/pharmacist in the store of the health institutions.
11. In case of non supply of medicines by the identified chemist/ Contractor to nearby medical centre due to unforeseen reasons. I agree to supply medicine/item to nearby centre at the discounts quoted by me.
12. Only Medicines/surgical consumables with $\frac{3}{4}$ th of shelf life remaining will be accepted.
13. The contractor shall also offer trade discount to municipal employee on production of valid identity card.
14. In case of failure to supply medicines in time for more than three consecutive occasions, the contractor shall be penalized for non supply of all the items @ Rs. 500/- per day, Rs. 200/-per day for making part supplies and Rs. 100/- per day for any discrepancy/late supply.
15. In case of failure to deposit the fine within seven days, double the amount will be debited from the security money / unpaid dues.
16. Under any circumstances, if the license of the contractor is cancelled or suspended by any authority of Delhi his contract with the health institutions of SDMC shall be automatically deemed suspended with immediate effect.
17. Director Hospital Administration (Medical & TB) holds the right to terminate the contract without assigning any notice/reason to contractor.
18. In case of any dispute arising out of or in relation to this agreement the same shall be referred to Director Hospital Administration and his/her decision shall be final.
19. All legal disputes are subject to Delhi Jurisdiction only.

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20. No substitute shall be accepted for a medicine.
21. Security Money: - The Selected contractor shall submit a security deposit Rs.12, 50, 000/- (Twelve Lakh fifty Thousand only) (calculated @ 5% of annual value of the Project) as 'Performance Security' in the form of Bank Guarantee pledged in the name of Commissioner, MCD.
22. When the contract ceases the pledge shall be cancelled and Performance security shall be refunded to the contractor. The security shall stand forfeited in the event of breach of any terms of the contractors.
23. Requisitions/Orders for supply of medicines shall be placed directly by the I/C or his rep. of the Pensioner Centre to the Contractor / Chemist.
24. No guarantee can be given regarding the minimum quantity, which shall be drawn against this contract but the contractor shall supply quantity as may be ordered by the In-charge of Pensioner Center concerned.
25. Supplies shall be made directly to Pharmacist I/C Stores or MO I/C/RMS of the respective pensioner center from where orders have been received.
26. Bills/ Claims shall be preferred with the I/C of the Pensioner Center, who upon scrutiny and verification shall submit with office of respective Chief Administrative Medical Officer of the Zone for release of payments.
27. Furnishing of wrong information and false documents shall make contractor liable to be debarred/blacklisted from participating in future.

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Additional Director Hospital administration
(Medical & TB).

Witness:

1.
(Signature, name & Address)

2.
(Signature, name & Address)

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