

MUNICIPAL CORPORATION OF DELHI
(HOSPITAL ADMINISTRATION DEPARTMENT)



No. Addl.DHA/MCD/EC2026-28/.....

Date:/...../.....

Notice Inviting Tender

Online bids are invited through E-tendering under two bids system by the Office of Additional DHA (Primary Health), Department of Hospital Administration, for 12 Zones of MCD in line with empanelment of chemist at zonal level (Trade discount policy 2023) on behalf of Commissioner, MCD, as per terms and conditions detailed hereunder, from reputed Chemist(s)/Distributor(s) for supply of medicines and consumables to designated pensioners centres of MCD for a period of two (02) years from date of award of contract.

The chemist selected shall be contracted for a period of 02 years from date of award of contract. Cost of tender is Rs. 1000/-+ 18% GST i.e. 1180/- (inclusive of GST), The EMD shall be refunded to unsuccessful bidders on finalization of the bid & to the successful bidders upon submission of performance security with validity for period of contract.

The Zone wise list of pensioners' centers along with Last Three years Expenditure on Purchase of Medicine and Items is as under:-

Zone	Name of pensioner centre with Address	Expenditure in Rupees under H/A-1092			
		(F.Y. 2022-23)	(F.Y. 2023-24)	(F.Y. 2024-25)	Average Exp. Last three years
Central Zone (03 centres)	PUHC Badarpur, Mathura Road, Badarpur	743969	743775	518795	668846.3333
	Lajpat Nagar Colony Hospital, Vir Sawarkar marg, Lajpat Nagar, New Delhi	2512158	4498096	2574397	3194883.667
	PSMS Hospital Kalkaji, Giri Nagar, Kalkaji, New Delhi	2683865	2498704	2799726	2660765
Total average Exp. in Last three years at Central Zone		5939992	7740575	5892918	65,24,495
City SP Zone (05 centres)	Dr. Baba Saheb Ambedkar PUHC, Sadar Thana Road, Delhi	105326	520917	548117	391453.3333
	Vivekanand Puri PUHC Padam Nagar Delhi, 110007	1455023	1890161	1920359	1755181
	Town Hall Dispensary, Girdhar Lal Maternity Hospital Complex New Delhi	1015597 4	1433920 5	1677199 2	13755723.67

	Hindu Rao Hospital, Malka ganj, Delhi-110007	2852950	1579462	1589059	2007157
	Kasturba Hospital, Near Jama Masjid, Delhi-110006	105034	135972	293561	178189
Total average Exp. in Last three years at City SP Zone		14674307	18465717	21123088	1,80,87,704
Civil Lines Zone (02 centres)	Badli Dispensary, Badli Allopathic Dispensary MCD colony Samaya Pur Delhi	549303	518722	329142	465722.3333
	Balak Ram Hospital, Timarpur, Delhi-54	3056464	2911623	3267747	3078611.333
Total average Exp. in Last three years at Civil Lines Zone		3605767	3430345	3596889	35,44,333.667
Karol Bagh Zone (03 centres)	Bhagwan Mahavir PUHC, Old Rajinder Nagar, 110015	1189620	1664685	1527528	1460611
	Pahar Ganj Dispensary, Pahar Ganj, D.B. Gupta Road, Delhi	1538219	1750737	1842542	1710499.333
	Ramesh Nagar PUHC, Near Chacha Nehru Park New Delhi - 110015	658213	61190	699472	472958.3333
Total average Exp. in Last three years at Karol Bagh Zone		3386052	3476612	4069542	36,44,068.667
Keshavpuram Zone (05 centres)	Atma Ram Gupta Polyclinic, Onkar Nagar, Tri nagar Delhi	1451514	1594833	1755827	1600724.667
	Nimri Polyclinic, Ashok Vihar Delhi - 52	2149003	1733880	2319986	2067623
	Azadpur Dispensary, D-56 MCD Colony Azad Pur Delhi 110033	5231893	5398725	5997688	5542768.667
	PUHC Paschim Vihar, Vill.Jwalaheri, Paschim Vihar Behind Lakshmi Narayan Mandir, Delhi-110063	2071771	1676093	1684163	1810675.667
	PUHC Rani Bagh, Near NDPL Office, Multani Mohalla, Rani Bagh, Delhi-11004	1416010	120050	1270601	935553.6667
Total average Exp. in Last three years at Keshavpuram Zone		12320191	10523581	13028265	1,19,57,345.67
Najafgarh Zone (02 centres)	Bijwasan Dispensary, Behind Railway Station	2916305	4039798	5468651	4141584.667
	Ghumanehra Dispensary, Village Gumenhera, New Delhi-110071	1632233	2331162	2199891	2054428.667
Total average Exp. in Last three years at Najafgarh Zone		4548538	6370960	7668542	61,96,013.333
Narela Zone (04 centres)	Dr. SSV Polyclinic, Ram Roop Health Center, Village Kanjhawla Delhi-110081	266263	1381316	1286659	978079.3333
	Alipur PUHC, G.T.Road, Alipur-Delhi-	1378326	1497605	1499135	1458355.333
	Narela PUHC, Lampur Road Narela Delhi-110040	3660953	4697736	3999793	4119494
	Dr. SSV PUHC, Bawana, Near SBI Bank, Main Narela Road Delhi - 110039	1785250	1499999	1994365	1759871.333
Total average Exp. in Last three years at Narela Zone		7090792	9076656	8779952	83,15,800
Rohini Zone (02 centres)	Lala Hans Raj Gupta, Rohini PUHC. D-16, Sector-7, Rohini, LHRG Medical Complex, Delhi-110085	14997212	19999681	17934528	17643807
	Nangloi Polyclinic, Nagloi Jat, Near Water Tank, Najafgarh Nagloi Road ,Naresh Park ,	1600466	1196393	1636497	1477785.333

	Delhi 110041				
Total average Exp. in Last three years at Rohini Zone		1659767 8	2119607 4	1957102 5	1,91,21,59 2.33
Shahdara North Zone (03 centres)	VSAS Karawal Nagar Disp., Karawal Nagar MCD, Near Mty.Home	0	0	0	0
	Yamuna Vihar Disp., B-4 Yamuna Vihar, Delhi	1137279 7	1263839 5	1626803 2	13426408
	Swami Dayanand Hospital, Shahdara, Delhi-110095	1399727 4	1798547 7	1999938 5	17327378.67
Total average Exp. in Last three years at Shahdara North Zone		2537007 1	3062387 2	3626741 7	3,07,53,78 6.67
Shahdara South Zone (02 centres)	Patparganj Disp., SPM Chest Hospital, Patparganj	1512924 2	2361151 8	2888423 6	22541665.33
	Shahdara Polyclinic., Chest Clinic, Chota Bazar, Delhi-32	2010132 9	2061462 7	2492139 8	21879118
Total average Exp. in Last three years at Shahdara South Zone		3523057 1	4422614 5	5380563 4	4,44,20,78 3.33
South Zone (04 centres)	PUHC Mehrauli, Near BhulBhuliyar Ward-I, Mehrauli Delhi-33	4826893	7592370	1022090 7	7546723.333
	Madangir Dispensary, Mandangir Village	749813	837095	732614	773174
	PUHC Fatehpur Beri, Village Fatehpur Beri New Delhi-110030	0	0	16280	5426.666667
	Masjid Moth Polyclinic, Village Masjid Moth, New Delhi-110048	0	0	0	0
Total average Exp. in Last three years at South Zone		5576706	8429465	1096980 1	83,25,324
West Zone (02 centres)	Mata Gujri Hospital (Tilak Nagar Colony Hospital), 11- Block, Mangal Bazar, Tilak Nagar, New Delhi-18	7944000	7195000	7917000	7685333.333
	MAPC Uttam Nagar, M Block prem nagar	0	0	0	0
Total average Exp. in Last three years at West Zone		7944000	7195000	7917000	76,85,333. 333

The detail of designated pensioners Centres with Average expenditure of last three years (Zone Wise) and associated EMD's, Performance bank Guarantee and Annual turnover amount etc. is as under:-

S.N o.	Name of the Zone	Estimated annual value of the tender (Average expenditure on Medicine, surgical consumables purchased in last three F.Y.) * In rupees.	EMD (02%) @ of the estimated annual value of the tender. * In rupees.	Performance bank Guarantee @ (05%) of the estimated annual value of the tender. * In rupees.	Annual Turnover of the bidder for technical qualification @ 50% of the estimated annual value of the tender. * In rupees.
1	Central Zone (03 centres)	65,24,495	1,30,500	3,26,220	32,62,247
2	City Zone SP (05)	1,80,87,704	3,61,800	9,04,380	90,43,852

	centres)				
3	Civil Lines Zone (02 centres)	35,44,333.67	70,900	1,77,210	17,72,166
4	Karol Bagh Zone (03 centres)	36,44,068.67	72,900	1,82,200	18,22,034
5	Keshavpuram Zone (05 centres)	1,19,57,345.67	2,39,200	5,97,860	59,78,672
6	Najafgarh Zone (02 centres)	61,96,013.33	1,23,950	3,09,800	30,98,006
7	Narela Zone (04 centres)	83,15,800	1,66,320	4,15,790	41,57,900
8	Rohini Zone (02 centres)	1,91,21,592.33	3,82,450	9,56,070	95,60,796
9	Shahdara North Zone (03 centres)	3,07,53,786.67	6,15,100	15,37,680	1,53,76,893
10	Shahdara South Zone (02 centres)	4,44,20,783.33	8,88,420	22,21,000	2,22,10,391
11	South Zone (04 centres)	83,25,324	1,66,510	4,16,260	41,62,662
12	West Zone (02 centres)	76,85,333.33	1,53,710	3,84,260	38,42,666

Note: The number of designated pensioners Centres may increase (including those from the adjacent zone) or decrease, which shall be binding unconditionally on same terms & conditions of tender for the selected bidder.

1. Schedule:

- Online Tenders are invited under two Bid System, Viz. Technical and Financial Bid.
- **Tender fee:** Rs. 1180/- (inclusive of GST) to be deposited online through payment portal of E-Tendering
- **Earnest Money Deposit (EMD)** of requisite amount to be deposited online through payment portal of E-tendering, zone wise as mentioned in above table.

1.1 Schedule of activities

- Date of release of tender- As per schedule on CPP Portal.
- Online uploading of Techno-commercial bid mandatorily.
- **Manual submission of Techno-commercial Bid:** The techno-commercial bid along with all essential documents are also to be submitted manually in sealed envelope in the office of Addl.DHA (Primary Health), MCD, E-1 Block, 18th Floor, Dr SPM Civic Centre, J L N Marg, New Delhi-110002 on or before the scheduled date of online Bid Closing date & time. Sealed envelope containing Techno-commercial bid should be with Superscription: **"Bid is submitted for..... (Name of the Zone) of MCD.** The Techno-commercial bid documents as required are to be enclosed in the order in which they are mentioned, have been page marked numerically & indexed.
- Date of (Technical & Financial bids) closing- As per schedule on CPP Portal.
- Technical Bid Opening - will be intimated later.
- Evaluation of Technical Bids- will be intimated later.
- Opening of Financial Bids- will be intimated later.
- Finalization/Award of Contract- will be intimated later.

2. Eligibility for tender participation: -

- 2.1** Bidder should hold Valid License(s) in Form 20 & 21 as per Drugs & Cosmetic Rules.
- 2.2** The outlet/s of bidder should be managed by qualified pharmacist.
- 2.3** The bidder 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.
- 2.4** Bidder should be running Drugs/Medicines retailing business/wholesaler/manufacture/ distributorships successfully for past three years or more.
- 2.5** Bidder should have PAN
- 2.6** Bidder should have GST Registration
- 2.7** Annual turnover should not be less than requisite amount, zone wise as mentioned in above table each year for last three year.
- 2.8** ITR for last three complete financial years i.e. F.Y.2022-23, 2023-24&2024-25.
- 2.9** Bidder should not have been blacklisted and or debarred by central organizations like MOHFW, Railways, ESI etc. or in Delhi state. The Firm/chemist should submit an undertaking to that effect. If the bidder is found to be blacklisted/debarred in it's entirety, by central organizations like MOHFW, Railways, ESI etc or in Delhi state, appropriate

action shall be taken to exclude the firm/chemist from the tender process. **(As per Annexure-1)**

- 2.10** Bidder, if selected, shall have to supply medicine (Branded or Generic as the case may be) at the agreed discounted rates of tender to MCD Hospitals for use in treatment of admitted PMJAY beneficiary at MCD Hospitals. The empanelled chemist of the concerned zone will be bound to make supply to the MCD Hospital of the concerned zone on same terms & conditions as agreed for designated pensioner centres .*“The payment shall be credited to the empanelled chemist as and when reimbursed by National Health Authority/State Health Authority to the concerned MCD Hospital i.e. from PMJAY Account of the said MCD Hospital reserved for the purpose”*.
- 2.11 Prohibition of Sub-Contracting:** The contractor to whom the contract is awarded shall execute the contract in its entirety and shall be solely responsible for procurement, storage, quality assurance, billing and supply of medicines under this agreement. The contractor shall not sub-contract, sub-let, assign or transfer the execution of the contract, either wholly or in part, to any other firm, chemist, distributor or agency without the prior written approval of the Municipal Corporation of Delhi. Any violation of this condition shall be treated as a material breach of contract and may result in termination of the contract, forfeiture of performance security and other actions including blacklisting of the firm.

3. Technical bids: -

(To be submitted online as well as manually)

The technical Bid should contain the following documents duly signed & stamped by the bidder.

- 3.1** Forwarding letter addressed to CAMO on Letterhead of Bidder
- 3.2** Tender Fee receipt of Rs. 1180/- (inclusive of GST) payable through online E payment mode must be enclosed with technical bid failing which the bid shall be rejected.
- 3.3** Receipt of requisite Earnest Money Deposit paid through online E-payment mode must be submitted with Technical Bid failing which the bid shall be rejected.
- 3.4** Valid Drug License(s) in form 20 & 21 as per Drugs & Cosmetic Rules & other permissions/ Licenses from statutory authorities as required.
- 3.5** Certificate regarding having outlet/s and not merely 'online supplied'. (Should enclose List of outlet/s with individual Outlet's Valid License in form 20 & 21 and Tel. No., Address/e-mail if available.

- 3.6** Certificate that all Outlet/s are being run by qualified Pharmacist; (attach list of Pharmacist with Registration No.)
- 3.7** Copy of PAN
- 3.8** Copy of GST Registration
- 3.9** Certificate from a CA of annual turnover amount each year for last three year.
- 3.10** ITR for last three complete financial years.
- 3.11** Undertaking of Non-Blacklisting & Non debaring as per **Annexure-1.**
- 3.12** Particular of the authorized person as per **Annexure No. 2**
- 3.13** Undertaking of NonSub-contracting of the awarded work **Annexure No. 3**
- 3.14** All document submitted may be subjected to verification by issuing authority. In case of the document being found fake the company will be blacklisted and appropriate action including forfeiture of EMD/performance security shall be taken.
- 3.15** Important points to note:
- The technical Bids are to be uploaded in the E-tendering website.
 - **Manual Technical Bid Submission:**The techno-commercial bid along with all essential documents are also to be submitted manually in sealed envelope in the office of Addl.DHA (Primary Health), MCD, E-1 Block, 18th Floor, Dr SPM Civic Centre, J L N Marg, New Delhi-110002 on or before the scheduled date of online Bid Closing date & time.
 - Sealed envelope containing techno-commercial bid should be with Superscription: **“Bid is submitted for (Name of the zone) of MCD”.**
 - The techno-commercial bid Documents as required are to be enclosed in the order in which they are mentioned, have been page marked numerically & indexed.
 - **Financial bid shall NOT be uploaded online or submitted manually.**
 - All documents should be duly signed & stamped by the bidder/authorized signatory.
 - All documents are mandatory
 - Non submission of any or all of the documents, tender Fee, EMD will lead to rejection of BID.
 - Conditional offers will not be accepted.
 - Financial Bid of only technically qualified Bidder shall be opened.
 - Any false statement made by the tenderer will make the tender invalid and contract awarded will stand terminated.

Such tenderer shall also be liable for penal action, including black listing.

- In case of submission of false documents, the technical bid shall be summarily rejected with forfeiture of EMD/performance security along with other punitive measures.
- The decision of the Director Hospital Administration is final and binding. Director Hospital Administration, Municipal Corporation of Delhi reserves right to relax any of the conditions of this tender. Director Hospital Administration reserves exclusive right to reject any or all tenders without assigning any reason/reasons.

4. Financial Bid:

(To be submitted online only)

The entire financial bid is to be submitted online as per given template. Any paper pertaining to financial bid **should not** be uploaded or manually submitted with documents of technical bid. In such cases the technical bid shall be summarily rejected without any communication to the tenderer

Financial Bid will be opened for scrutiny, only when technical bid is found in order. However, tenderer can be asked for any deficient statutory/historical document(s) with permission of DHA.

4.1 The bidder must quote the Discount offered for each category separately as per the following template:

S.No	Category	Percentage Discount offered (in Numerical form) over and above MRP (Up to two decimal points mandatorily)
1	Branded Medicine	
2	Generic Medicines	
3	Surgical Consumables	

Note: Municipal Corporation of Delhi shall have absolute right to select separate vendors for each category depending upon the maximum discount offered for the category).

4.2 Bid winning Criteria

- Bidder/Chemist offering Highest Discount (H1) will be the bid winner.
- There can be separate (H1) Chemist/Bidder for each category depending upon the maximum discount offered for the category.

- If two or more chemists offer similar discount then the department will ask them to revise their bid (**Higher than the discount quoted in their original financial bid**) and submit in sealed covers by the time and date fixed by the department, H1 in the revised bid will be successful bidder.
- Successful (H1) Chemist/s shall have to enter into an agreement with Municipal Corporation of Delhi and submit the requisite Performance Bank Guarantee.

5. Direct Demanding Officer:

The Medical officer I/c of designated pensioners' center is declared as Direct Demanding Officer for the contracted chemist(s). Their demand has to be delivered in the designated premises as per terms & conditions of the tender.

6. Terms & Condition.

- 6.1** In the event of tender being accepted, selected chemist shall enter into agreement with Municipal Corporation of Delhi on Non judicial Stamp paper of Rs. 100/- (Draft as enclosed).
- 6.2** In case of nonperformance of provisions of contract agreement or NIT, as the case may be, MCD shall have the right forfeit the EMD and debar the bidder for four years.
- 6.3** If the firm/chemist fails or neglects to observe or perform any of its obligations under the contract, it shall be lawful for the Municipal Corporation of Delhi to forfeit the EMD or performance security furnished by the firm/chemist as the case may be.
- 6.4** In the event of acceptance of contract, the agreement must be signed by the authorized signatory of the firm/chemist and Chief Administrative Medical Officer (**CAMO**) of concerned zone within one week of award of offer for supplying Medicine/Surgical Consumables. No supply order will be issued by any DDO before signing of contract agreement. In case any supply is made without entering to agreement, MCD shall not be liable to make payments of such supplies received.
- 6.5** In the event of tender being accepted, tenderer will have to furnish (Performance) 'Security deposit' as per terms &

conditions of NIT in the form of FDR valid for the period of contract. This should be pledged in the name of Commissioner, Municipal Corporation of Delhi. When the contract ceases the pledge will be cancelled and security will be returned to the chemist. The security shall stand forfeited in the event of breach of any of the terms of contract by the chemist.

- 6.6** Chief Administrative Medical Officer (CAMO) reserves the right to effect the purchase of medicines/surgical consumables outside this contract in cases of any urgent demand. *(The urgent demand shall be dependent on the professional opinion of the treating physician of the Pensioner centre, taking into account the Acute Medical, Surgical or Traumatic event/Life threatening situation at hand in the interest of Mpl pensioners & their dependents.)*
- 6.7** 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 as detailed above. Director Hospital Administration reserves the right to extend the period of contract up to six months or till the finalization of new tender whichever is earlier on same terms and conditions.
- 6.8** The chemist is expected to supply the ordered medicines on the same day (Within working Hours of the facility), if asked to make supply before 12:00 PM or next working day by 12.00 noon, if ordered to supply after 12:00 PM of previous day. In case of emergency situation, the supplier is required to deliver Indent immediately on telephonic message.
- 6.9** All medicines supplied shall have at least half of it's shelf life remaining at the time of supply. The quality/quantity of supplied medicines/items will be the sole responsibility of the supplier and should be in accordance with the instructions issued under drugs and cosmetic act/guidelines by the authority concerned from time to time.

- 6.10** The supplier will be responsible for proper supply of medicines/items safely in the hands of concerned Medical Officer in-charge/pharmacist in the store of the concerned Pensioner centre.
- 6.11** No substitute would be accepted for Branded medicines.
- 6.12** The Chemist should sign an endorsement on each Bill/Receipt that no generic version is available in the Market for the ordered Branded Medicine, when supplying Branded Medicine to the designated center.
- 6.13** The chemist shall clearly mention the percentage of Discount agreed (Generic & Branded wise), Batch number, Quantity supplied and GST percentage in the Original Bill/receipt.
- 6.14** 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, if ordered to do so before 12:00 PM. On failing to supply within 24 hours of order or the very next working day, in case the next day(s) happen to be holiday, the order will automatically stand cancelled and cost of the medicines purchased by the individual will have to be paid by the selected chemist on production of the receipt.
- 6.15** In case of Failure to reimburse the cost of the medicine purchased by the Mpl. Health scheme beneficiary, triple the cost of the medicine(s)/item(s) purchased by the individual whose medicine(s)/item(s) were not supplied with in 24 Hrs, the cost of the medicine(s)/item(s) purchased by the Mpl. Health scheme beneficiary will be recovered from the bills of the chemists by the concerned Medical Officer in-charge of the designated pensioner centre.
- 6.16 Other penalty clause/Fine:** Failure to supply medicines/items or part supply in agreed time frame i.e. 24 Hrs. or the very next working day (in case the next day(s) happen to be holiday) for more than three consecutive occasions in a month, the chemist

shall be penalized for non-supply @ Rs.5000/- per day X (Total Number of days of Non-supply), @ Rs.2000/- per day X (Total Number of days of part- supply) for making part supplies and Rs.1000/- per day for any discrepancy/late supply. The concerned Medical Officer in-charge shall make the recovery from the bills of the chemists as penalty. The penalty as detailed above can be imposed again next month as a deterrent against habitual Non/Part or Late supply.

- 6.17** Any false statement by the tenderer will make the tender invalid and contract awarded will stand terminated. Such tenderer shall also be liable for penal action including black listing.
- 6.18** In case of submission of false documents, the technical bid shall be summarily rejected without any communication to the tenderer, with forfeiture of EMD along with other punitive measures.
- 6.19** No guarantee can be given regarding the minimum quantity of Medicines (Generic & Branded) and Surgical Consumables, ordered by the concerned in-charge of Pensioners Centre, the same is subject to the unavailability of medicine/item in Health Institution's own Pharmacy. The previous year's purchase amount of medicine/consumable is indicative only.
- 6.20** All the notices/ letters /supply orders, etc. intended to be served to tenderer will be deemed to have been served if sent by registered post, through E-mail or telephonically at the address/contact details (Email, Mobile, Telephone) mentioned in the tender document.
- 6.21** Under any circumstances, if the license of the chemist is cancelled or suspended by any authority of Delhi, his contract with the hospital Administration Department of MCD shall be automatically deemed suspended with immediate effect.
- 6.22** Director Hospital Administration holds all rights to cancel the contract of the supplier without assigning any notice /reason.

- 6.23 Force Majeure.** Unless prevented due to an event of force majeure, if the firm/chemist fails or neglects to observe or perform any of its obligations under the contract or it's NIT, the affected party promptly inform/write notice to the other party and shall be excused from such performance to the extent of the aforementioned prevention, restriction or interference.
- 6.24 Indemnity Clause:** It is clear between the parties that in case of any legal proceedings arising out of this agreement, the Municipal Corporation of Delhi shall not be responsible for the same and successful qualified bidder shall indemnify the Municipal Corporation of Delhi in case of any loss or damage.
- 6.25 Dispute Resolution:** All the disputes shall be resolved through mutual discussion between the parties, if discussion between the parties' authorized representatives do not resolves 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 MCD, who in turn shall resolve the disputes between the parties with in a further period of 15 days. The decision of Commissioner shall be 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 detailed above.
- 6.26** In case the chemist wants to terminate the contract before expiry of the contract, the performance security deposit of the chemist shall be forfeited. The firm/chemist shall be blacklisted to participate in the next two consecutive tenders.

6.27 Saving clause: No suit, prosecution or any legal proceedings shall lie against MCD or any person for anything that is done in good faith or intended to be done in pursuance of tender.

7. Payments: -

7.1 Bill/Claims, complete in all respects, shall be submitted to the respective Pensioners' Center for payment;

7.2 Efforts shall be made for payments of the supply of items in three months from the date of bill receipt, if complete in all respects. No interest will be paid in case of delay

8. For any queries please contact:

- Tender inviting Authority: Additional DHA (Pri-Health) on behalf of Commissioner, MCD
- Address: Room no. 1810,18th Floor, E-1 Block, Dr. Shyama Prasad Mukherjee Civic centre, J.L.N.Marg, Delhi-110002
- Tel: 011-23226824
- Email: cmoprojectmcd@gmail.com

9. CHECKLIST OF TECHNICAL BID DOCUMENTS TO BE SUBMITTED ONLINE

S. NO.	DOCUMENT	SUBMITTED ONLINE YES/NO
1	Forwarding letter on Bidder's Letter Head	
2	Tender Fee receipt of Rs. 1180/- payable through online E payment.	
3	Earnest Money Deposit receipt	
4	Valid Drug License(s) in form 20 & 21	
5	Certificate regarding having outlet/s (Should enclose List of outlet/s with individual Outlet's Valid License in form 20 & 21 and Tel. No., Address, e-mail (if available)	
6	PAN Certificate	
7	Income Tax returns certified by the CA for the last 03 Financial year (i.e. F.Y.2022-23, 2023-24 & 2024-25).	
8	GST registrations certificate	
9	Certificate of Annual Turnover duly certified by the CA for last 03 year (i.e. F.Y.2022-23, 2023-24 & 2024-25)	

10	Undertaking of Non Blacklisting & Non debarring Annexure No. 1	
11	Particular of the authorized person as per Annexure No. 2	
12	Undertaking of Non Sub-contracting of awarded work Annexure No. 3	

Undertaking of Non Blacklisting & Non debarring
(To be given by Bidder)

To,
Chief Administrative Medical Officer
.....Zone
.....
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Dear Sir/Madam,

This is to undertake that our company/firm is not **blacklisted/debarred** by any central organizations like MOHFW, Railways, ESI etc or in Delhi state in connection with supply of any of the tendered product(s).

It is further to undertake that if there is **failure to supply/part supply/Non supply** of items during the existing period of contract, the company/firm/chemist is liable for action as per terms & conditions laid down in the tender.

Date:

Signature:

Place:

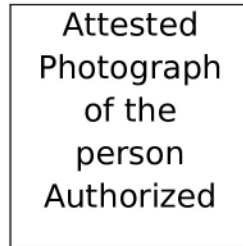
Name:

Designation:

Common Seal:

Particulars of Authorized person

The firm/chemist must submit the details of the person, (**Bonafide Officer/official of the firm/chemist**) who has been duly authorized by the firm/chemist to correspond/enter into agreement/sign documents related to tender or any other transaction with MCD during the period of contract.



1. Name :
2. Designation :
3. Name of the Firm/chemist :
4. Correspondence Address :
5. Telephone Number :
6. Fax Number :
7. Mobile Number :
8. E-mail Address :
9. Signature of authorized person :

Signature of the Authorized Signatory

Note - In case the firm/chemist decides to authorize any other person, the firm/chemist should submit fresh details of the newly authorized person.

(To be submitted/uploaded with technical bid)

Undertaking of Non Sub-Contracting
(To be given by Bidder)

To,
Chief Administrative Medical Officer
.....Zone
.....
.....

Dear Sir/Madam,

This is to undertake that company/firm/Chemist shall execute the contract in its entirety and shall be solely responsible for procurement, storage, quality assurance, billing and supply of medicines under this agreement. Company/firm/Chemist shall not sub-contract, sub-let, assign or transfer the execution of the contract, either wholly or in part, to any other firm, chemist, distributor or agency without the prior written approval of the Municipal Corporation of Delhi. Any violation of this condition shall be treated as a material breach of contract and may result in termination of the contract, forfeiture of performance security and other actions including blacklisting of our company/firm/Chemist.

Date:

Signature:

Place:

Name:

Designation:

Common Seal:

AGREEMENT

*(On non-judicial stamp paper of Rs.100
to be procured by successful bidder)*

This agreement is made on.....day of.....between
MCD through Chief Administrative Medical Officer (CAMO)
.....Zone hereafter called the
Corporation as first party
and.....
..here after called the chemist as second party.

Chemist hereby agrees to the following terms and conditions:

- 1.** The chemist is bound to abide by all the terms & conditions of the NIT.
- 2.** In case of non performance of provisions of contract agreement or NIT, as the case may be, MCD shall have the right forfeit the EMD/Performance security deposit and debar the bidder for four years
- 3.** 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 to extend the period of contract up to six months or till the finalization of new tender whichever is earlier on same terms and conditions.
- 4.** If the firm/chemist fails or neglects to observe or perform any of its obligations under the contract, it shall be lawful for the Municipal Corporation of Delhi to forfeit the EMD or performance security furnished by the firm/chemist as the case may be.
- 5.** In case any supply is made without entering to agreement, MCD is not liable to make payments of such supplies received.
- 6.** After execution of agreement, tenderer will have to furnish (Performance) 'Security deposit' as per terms & conditions of NIT in the form of FDR valid for the period of contract. This

should be pledged in the name of Commissioner, Municipal Corporation of Delhi. When the contract ceases the pledge will be cancelled and security will be returned to the chemist. The security shall stand forfeited in the event of breach of any of the terms of contract by the chemist.

- 7.** Chief Administrative Medical Officer (CAMO) reserves the right to effect the purchase of medicines/surgical consumables outside this contract in cases of any urgent demand. *(The urgent demand shall be dependent on the professional opinion of the treating physician of the Pensioner centre, taking into account the Acute Medical, Surgical or Traumatic event/Life threatening situation at hand in the interest of Mpl pensioners & their dependents.)*

- 8.** The chemist is expected to supply the medicines/surgical consumables on the same day (Within working Hours of the facility), if ordered before 12:00 Noon and next working day by 12.00 Noon, if ordered after 12:00 Noon of the day. In case of emergency situation, the supplier is required to deliver Indent immediately on telephonic message.

- 9.** All medicines supplied shall have at least half of it's shelf life remaining at the time of supply. The quality/quantity of supplied medicines/items will be the sole responsibility of the supplier and should be in accordance with the instructions issued under drugs and cosmetic act/guidelines by the authority concerned from time to time.

- 10.** The chemist will be responsible for proper supply of medicines/items safely in the hands of concerned Medical Officer in-charge/pharmacist in the store of the concerned Pensioner centre.

- 11.** No substitute would be accepted for Branded medicines.

- 12.** The chemist should sign an endorsement on each Bill/Receipt that no generic version is available in the Market for the ordered

Branded Medicine, when supplying Branded Medicine to the designated center.

- 13.** The chemist shall clearly mention the percentage of Discount agreed (Generic & Branded wise), Batch number, Quantity supplied and GST percentage in the Original Bill/receipt.
- 14.** The supply will be made immediately on receipt of order/telephone message on the same day, if ordered to do so before 12:00 Noon. On failing to supply within 24 hours of order or the very next working day, in case the next day(s) happen to be holiday, the order will automatically stand cancelled and cost of the medicines purchased by the individual will have to be paid by the selected chemist on production of the receipt.
- 15.** In case of Failure to reimburse the cost of the medicine purchased by the Mpl. Health scheme beneficiary, triple the cost of the medicine(s)/item(s) purchased by the individual whose medicine(s)/item(s) were not supplied within 24 Hrs, the cost of the medicine(s)/item(s) purchased by the Mpl. Health scheme beneficiary will be recovered from the bills of the chemists by the concerned Medical Officer in-charge of the designated pensioner centre.
- 16. Other penalty clause/Fine:** Failure to supply medicines/items or part supply in agreed time frame i.e. 24 Hrs. or the very next working day (*in case the next day(s) happen to be holiday*) for more than three consecutive occasions in a month, the chemist shall be penalized for non-supply @ Rs.5000/- per day X (Total Number of days of Non-supply), @ Rs.2000/- per day X (Total Number of days of part- supply) for making part supplies and Rs.1000/- per day for any discrepancy/late supply. The concerned Medical Officer in-charge shall make the recovery from the bills of the chemists as penalty. The penalty as detailed above can be imposed again next month as a deterrent against habitual Non/Part or Late supply.

- 17.** Any false statement by the tenderer will make the awarded contract stand terminated. Such tenderer shall also be liable for penal action including black listing.
- 18.** No guarantee can be given regarding the minimum quantity of Medicines (Generic & Branded) and Surgical Consumables, ordered by the concerned in-charge of Pensioners Centre, the same is subject to the unavailability of medicine/item in Health Institution's own Pharmacy. The previous year's purchase amount of medicine/consumable is indicative only.
- 19.** All the notices/ letters /supply orders, etc. intended to be served to tenderer will be deemed to have been served if sent by registered post, through E-mail or telephonically at the address/contact details (Email, Mobile/Telephone) mentioned in the tender document.
- 20.** Under any circumstances, if the license of the chemist is cancelled or suspended by any authority of Delhi, his contract with the hospital Administration Department of MCD shall be automatically deemed suspended with immediate effect.
- 21.** Director Hospital Administration holds all rights to cancel the contract of the supplier without assigning any notice/reason.
- 22. Force Majeure.** Unless prevented due to an event of force majeure, if the firm/chemist fails or neglects to observe or perform any of its obligations under the contract or it's NIT, the affected party promptly inform/write notice to the other party and shall be excused from such performance to the extent of the aforementioned prevention, restriction or interference.
- 23. Indemnity Clause:** It is clear between the parties that in case of any legal proceedings arising out of this agreement, the Municipal Corporation of Delhi shall not be responsible for the same and successful qualified bidder shall indemnify the Municipal Corporation of Delhi in case of any loss or damage.
- 24. Dispute Resolution:** All the disputes shall be resolved through mutual discussion between the parties, if discussion 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 MCD, who in turn shall resolve the disputes between the parties within a further period of 15 days. The decision of Commissioner shall be 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 detailed above.

- 25.** In case the chemist wants to terminate the contract before expiry of the contract, the performance security deposit of the chemist shall be forfeited. The firm/chemist shall be blacklisted to participate in the next two consecutive tenders.
- 26. Saving clause:** No suit, prosecution or any legal proceedings shall lie against MCD or any person for anything that is done in good faith or intended to be done in pursuance of tender.
- 27. Prohibition of Sub-Contracting:** The Chemist shall execute the contract in its entirety and shall be solely responsible for procurement, storage, quality assurance, billing and supply of medicines under this agreement. The Chemist shall not subcontract, sub-let, assign or transfer the execution of the contract, either wholly or in part, to any other firm, chemist, distributor or agency without the prior written approval of the Municipal Corporation of Delhi. Any violation of this condition shall be treated as a material breach of contract and may result in termination of the contract, forfeiture of performance security and other actions including blacklisting of the Chemist.

28. Empanelled chemist shall have to supply medicine (Branded or Generic as the case may be) at the agreed discounted rates of tender to MCD Hospitals for use in treatment of admitted PMJAY beneficiary at MCD Hospitals. The empanelled chemist of the concerned zone will be bound to make supply to the MCD Hospital of the concerned zone on same terms & conditions as agreed for designated pensioner centres.“*The payment shall be credited to the empanelled chemist as and when reimbursed by National Health Authority/State Health Authority to the concerned MCD Hospital i.e. from PMJAY Account of the said MCD Hospital reserved for the purpose*”.

Chemist	Chief Administrative Medical
Officer	
M/s..... Zone,
	MCD

Witness.....

Witness.....
