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GOVERNMENT OF NATIONAL CAPITAL TERRITORY OF DELHI

DEPARTMENT OF HEALTH & FAMILY WELFARE

9TH LEVEL, 'A' WING, DELHI SECRETARIAT, NEW DELHI-110002

F. No. 9/61/DHS/CT/HQ/2020-21/

Dated:-

PROCUREMENT TENDER NOTICE

Tenders are invited for providing services for **Management of Home Quarantined COVID-19 Patients in Delhi** through paper **tendering** under Two stage Bid system from reputed agencies having expertise in providing integrated Healthcare Services for a period of three months which is extendable for another period of three months. NIT along with terms & conditions has to be downloaded from Department website <http://health.delhigovt.nic.in> before the Last Date and Time mentioned below:-

Estimated Cost of tender

Calculated based on 2/3 currently Home Isolation patients(1200 patients per day X 10 Days)

: Rs. 2.5 Crore + GST  
(For 75000 patients) to be calculated from 02.07.2020

Last date/time for submission of tender documents  
Along with EMD

: 04/07/2020 at 11.30 a.m.

Opening of Pre-Qualification

: 04/07/2020 at 02.00 p.m.

Opening of Technical Bid

: 04/07/2020 at 03:00 pm

Opening of Financial Bid

: 04/07/2020 at 4.00 p.m.

Tender ID No. 9/61/DHS/CT/HQ/2020-21

: 0051

Director General  
Directorate General of Health Services

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**Directorate General of Health Services**

**NOTICE INVITING TENDER FOR MANAGEMENT OF HOME QUARANTINED COVID-19 PATIENTS IN DELHI**

**INSTRUCTIONS TO BIDDERS**

**1. GENERAL: -**

- 1.1 The Department of Health & Family Welfare, GNCT of Delhi is catering to the health needs of nearly 3 Crore population of Delhi.
- 1.2 The number of cases of COVID-19, which has been declared a pandemic by the WHO has been increasing across the country including in Delhi.
- 1.3 Govt. of India vide guidelines dated 27-04-2020, as modified from time to time, has clarified that very mild/ pre-symptomatic patients having the requisite facility at his/ her residence for self-isolation will have the option for home isolation. The guidelines also specify the eligibility for home isolation alongwith the criteria of seeking medical attention and time to discontinue home isolation. The guidelines also contain detailed instructions for care-givers and patients.
- 1.4 In pursuance of above guidelines, DGHS, GNCT of Delhi vide order dated 30<sup>th</sup> April, 2020 has issued detailed guidelines for Home Isolation of very mild/ pre-symptomatic COVID-19 cases and the instructions are further amplified by order dated 25th June, 2020 SOP's issued by DGHS for home isolation, the flow chart for the positive COVID patients and the responsibilities & duties of various stake-holders for making the Home Quarantine facility functional, as per Annexure 'A'.
- 1.5 The Department of Health & Family Welfare, Government of National Capital Territory of Delhi has decided to outsource the management of the Home Quarantined patients to private agencies having expertise in rendering Integrated Health Care Services like Health Monitoring, Care & wellness programs for patients including nursing/nursing attendant services, doctors on call, etc. as per requirement.
- 1.6 Estimated cost of project is approximately Rs. 2.5Crore for 3 months for an average addition of 1200 persons per day under Home Isolation during the contract period (considering 2/3 Patient will give consent)

**2. ELIGIBLE BIDDERS: -**

- 2.1 The Bidding Agency should be a Limited/Private Limited Company registered under the Companies Act, 1956 either in form of Proprietorship/Joint Venture/Consortium. The company/Firm should be registered/incorporated in India
- 2.2 The Bidder should have experience in carrying out medical tele calling or similar activities/services/Quality certificates.
- 2.3 The Bidder should have completed set up available with them to start execution of contract within 48 hours of award of work.
- 2.4 The Bidder shall possess valid ISO 9001/14001/OHSAS 18001 or similar certifications.
- 2.5 The Bidding Agency should have experience of home health care three consecutive years and should be having annual average turnover of Rs.75 lakhs (30% of the estimated cost of

tender) during the last three financial years in the books of accounts ending 31st March, 2019.

- 2.6. The bidder blacklisted or debarred for any fault from any Govt. Department/Organization will not be eligible for bidding. The tenderer must submit an affidavit/ undertaking in this regard.
- 2.7 The Bidders should be registered with the Income Tax and also registered under the Labour Laws, Employees Provident Fund Organization, Employees State Insurance Corporation.
- 2.8 The Bidder should also have clearance from Sales/Service Tax Department and Income Tax Department, Relevant proof in support shall be submitted.
- 2.9. The company/Firm should have their own or under contract a call-centre facility, with experienced tele-callers, of a minimum strength of 250 tele-callers.
- 2.10 The company/firm should have the capacity to increase the tele-callers as per the requirement of GNCTD.
- 2.11. The tele-callers should be conversant with both English and Hindi.
- 2.12 The location of the call-centre should be in India.

### **3. QUALIFICATION OF THE BIDDERS: -**

- 3.1. The Bidder, to qualify for award of contract, shall submit a power of attorney **as per the format at Appendix IX** authorizing the signatory of the bid to commit the bidder.
- 3.2. In case the bidder is a Consortium/Joint Venture, the Members thereof should furnish a Power of Attorney in favor of the Lead Member in the format at **Appendix-X** for Lead Member of Consortium.
- 3.3 (a) Memorandum of Understanding shall be provided in case the Bidder comprises of Joint venture/Consortium.  
  
(b) Details of the intended participation by each member shall be furnished with complete details of the proposed division of responsibilities and corporate relationships among the individual members.
- 3.4. In case the Bidder is a joint venture or consortium, full details of ownership and control of each member thereof shall be submitted.
- 3.5. Bidder shall submit a copy of PAN card No. under Income Tax Act. In case the Bidder is the joint venture or consortium then PAN Card Number of each member shall be submitted.
- 3.6. Bidder must submit copies of all requisite documents, duly self-attested, along with technical bid of the tender online.
- 3.7. Each Bidder (each member in the case of joint venture/consortium) or any associate is required to confirm and declare with his bid that no agent, middleman or any intermediary has been, or will be, engaged to provide any services, or any other item or work related to the

award and performance of this contract. They will have to further confirm and declare that no agency commission or any payment which may be construed as an agency commission will be paid and that the tender price will not include any such amount. If the Department subsequently finds to the contrary, the Department reserves the right to declare the Bidder as non-compliant and declare any contract if already awarded to the Bidder to be null and void.

3.8. Canvassing or offer of an advantage or any other inducement by any person with a view to influencing acceptance of a bid will be an offence under Laws of India. Such action will result in the rejection of bid, in addition to other punitive measures.

3.9.A Bidder shall not have a conflict of interest (the "Conflict of Interest") that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Department shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated loss and damage likely to be suffered and incurred by the Authority and not by way of penalty for, inter alia, the time, cost and effort of the Authority, including consideration of such Bidder's proposal (the "Damages"), without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or the Agreement or otherwise. Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:

- (i) such Bidder, or any Associate thereof, has a relationship with another Bidder, or any Associate thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each others' information about, or to influence the Bid of either or each other; or

Explanation:

In case a Bidder is a Consortium, then the term Bidder as used in this Clause 3.9, shall include each Member of such Consortium.

For purposes of this Tender, Associate means, in relation to the Bidder/ Consortium Member, a person who controls, is controlled by, or is under the common control with such Bidder/ Consortium Member (the "Associate"). As used in this definition, the expression "control" means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law.

3.10 The Department has adopted a two-stage process (collectively referred to as the "Bidding Process") for selection of the Bidder for award of the Project(s). The first stage (the "Qualification Stage") of the process involves pre-qualification of interested parties/ applicants/ Consortia in accordance with the provisions of the bid. At the end of the Qualification Stage, the Authority will short-list Applicants who are eligible for participation in the second stage of the Bidding Process (the "Bid Stage") comprising the Financial bids. In the Bid Stage, then financial bids submitted by the aforesaid short-listed Applicants, (the "Bidders", which expression shall, unless repugnant to the context, include the Members of the Consortium) will be examined in accordance with the terms

specified in the Bidding Documents. The Bid shall be valid for a period of not less than 120 days from the last date of submission of tender.

#### **4. ONE BID PER BIDDER: -**

Each Bidder can submit only one bid either by himself or as a partner in joint venture or as a member of consortium. If a bidder or if any of the partners in a joint venture or any one of the members of the consortium participate in more than one bid, the bids are liable to be rejected.

#### **5. COST OF BID: -**

The bidder shall bear all costs associated with the preparation and submission of his bid and the Department will in no case shall be responsible or liable for those costs, regardless of the conduct or outcome of the tender process.

#### **6. SITE VISIT AND VERIFICATION OF INFORMATION: -**

6.1 The bidder is required to provide services for **Management of Home Quarantined COVID-19 Patients in Delhi** throughout the geographical area of Delhi as prescribed in the scope of work. The costs of visiting/ inspecting the locations, if any felt necessary, shall be borne by the bidder.

6.2 It shall be deemed that by submitting a bid, the Bidder has: -

- a) made a complete and careful examination of the Bidding Documents;
- b) received all relevant information requested from the Authority;
- c) accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Documents or furnished by or on behalf of the Department relating to any of the matters relevant to the Project;
- d) satisfied itself about all matters, things and information including matters referred to in Clause 6.1 hereinabove necessary and required for submitting an informed Bid, execution of the Project in accordance with the Bidding Documents and performance of all of its obligations there under;
- e) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any of the matters referred to in Clause 6.1 hereinabove shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the Department, or a ground for termination of the Management of Home Quarantined COVID-19 Patients in Delhi Agreement by the Company;
- f) acknowledged that it does not have a Conflict of Interest; and
- g) Agreed to be bound by the undertakings provided by it under and in terms hereof.

6.3 The Department shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the Tender Document or the Bidding Process, including any error or mistake therein or in any information or data given by the Department.

## 7. TENDER DOCUMENTS: -

### 7.1. Contents of Tender Documents.

7.1.1. The Tender Invitation Document has been prepared for the purpose of inviting tenders for providing **Management of Home Quarantined COVID-19 Patients in Delhi**. The Tender document comprises of:

- (a) Notice of Invitation of Tender.
- (b) Terms and Conditions.
- (c) Tender form for management of Home Quarantined COVID-19 Patients in Delhi(Annexure- I)
- (d) Scope of Work (Annexure-II)
- (e) Price Bid (Annexure- III)
- (f) Check list for Pre-qualification Bid (Annexure-IV)
- (g) Undertaking (Annexure-V)
- (h) Form of Bank Guarantee for Bid Security (Annexure-VI)
- (i) Form of Bank Guarantee for Performance Security (Annexure-VII)
- (j) Form of Agreement (Annexure-VIII)
- (k) Format of power of attorney to commit the bidder(Annexure-IX)
- (l) Format of power of Attorney for Consortium/Jt. Venture(Annexure-X)

7.1.2. The bidder is expected to examine all instructions, Forms, Terms and Conditions in the Tender document. Failure to furnish all information required by the Tender document or submission of a tender not substantially responsive to the Tender document in every respect will be at the bidder's risk and may result in rejection of his bid.

7.1.3. The bidder shall not make or cause to be made any alteration, erasure or obliteration to the text of the Tender document.

## 8. PREPARATION OF BIDS: -

### 8.1. Language.

The bids and all accompanying document shall be in English or in Hindi. In case any accompanying documents are in other languages, it shall be accompanied by an English translation. The English version shall prevail in matters of interpretation.

### 8.2. Documents Comprising the Bid.

Tender document issued for the purposes of tendering as described in Clause 7.1 and any amendments issued shall be deemed as incorporated in the Bid.

8.2.1. The bidder shall, on or before the date given in the Notice Inviting Tender, submit his bid in two BIDs pre-qualification & Technical in one envelope and price bid in another envelope with superscript (**Financial Bid not to be open**)

8.2.2. One copy of the Tender document and Addenda, if any, thereto with each page signed and stamped shall be attached to acknowledge the acceptance of the same.

8.2.3. The Company/bidder shall deposit Bid Security (Earnest Money Deposit) for an amount of Rs. 5 Lac (Five Lac) in the form of an Account Payee Demand Draft, Bankers Cheque, Fixed Deposit Receipt from a commercial bank, or Bank Guarantee from a commercial bank in an acceptable form in favor of State Health Society, Delhi, payable at Delhi along with the Tender document. The Bid Security will remain valid for a period of forty-five days beyond the final bid validity period. Bid securities of the unsuccessful bidders will be returned to them within seven (07) days after opening of the eligible financial Bids. No interest will be payable on the Bid security by the Health Department. **The EMD has to be submitted Physically before the last date and time for submission of tender in the Office of Public Health, wing-IV, Directorate General of Health Services, Govt. of NCT of Delhi, School Block, Laxmi Nagar, Shakarpur, Delhi-92**

8.2.4. These shall be addressed to the DIRECTOR GENERAL HEALTH SERVICES/VICE CHAIRPERSON, SHSD, and submit at the address given in the Tender Document. As mentioned in clause 8.2.3

8.2.5. The Bidder (each member in case of joint venture/consortium) shall furnish the details regarding total number of works, as stated in Clause 2.1, completed in preceding three years, which were similar in nature and complexity as in the present contract requiring providing Management of Home Quarantined COVID-19 Patients in Delhi.

### **8.3. BID PRICES: -**

8.3.1. Bidder shall prepare the financial bid in the price schedule as provided in the Tender Document at Annexure-III. The quoted consolidate amount price shall be inclusive all the liabilities of the Company except GST as determine by the appropriate government time to time.

8.3.2. Conditional bids/offers will be summarily rejected.

8.3.3. The rates and prices quoted by the Bidder shall be exclusive of Tax.

### **8.4. FORM OF BID: -**

The Form of Bid shall be completed in all respects and duly signed and stamped by an authorized and empowered representatives of the Bidder. If the Bidder comprises a consortium or a joint venture, the Form of Bid shall be signed by a duly authorized representative of each member of participant thereof. Signatures on the Form of Bid shall be witnessed and dated. Copies of relevant power of attorney shall be attached.

### **8.5. Currencies of Bid and Payment: -**

8.5.1. The Bidder shall submit his price bid/offer in Indian Rupees and payment under this contract will be made in Indian Rupees in words & figure

### **8.6. Duration of Contract: -**

The contract shall be valid initially for Three months. The contract can be further extended, on the same rates and terms & conditions, for further duration of three months which will be decided by mutual consent between the Health Department and the Company. Further the Department reserves the right to curtail the validity of contract for such period as may be found suitable by the Department, depending on Pandemicity, the Department has the right to extend unilaterally on same terms & conditions.



**8.7. BID SECURITY: -**

- 8.7.1. The Company/bidder shall deposit Bid Security (Earnest Money Deposit) for an amount of Rs. Five Lac in the form of an Account Payee Demand Draft, Bankers Cheque, Fixed Deposit Receipt from a commercial bank, or Bank Guarantee from a commercial bank in an acceptable form in favor of **State Health Society, Delhi, payable at Delhi** along with the Tender document. The Bid Security will remain valid for a period of forty-five days beyond the final bid validity period. No interest will be payable on the Bid security by the Health Department. **The EMD has to be submitted Physically, before the last date and time for submission of tender.**
- 8.7.2. Any Tender not accompanied by Bid Security shall be rejected.
- 8.7.3. Bid securities of the unsuccessful bidders will be returned to them within seven (07) days after opening of the eligible financial Bids. No interest will be payable on the Bid security by the Health Department.
- 8.7.4. Bid security of the successful bidder shall be returned upon the bidder signing the agreement and submitting the performance security in accordance with the provisions of clause 8.7.7.
- 8.7.5. Bid Security shall be forfeited if the bidder withdraws his bid during the period of Tender validity.
- 8.7.6. Bid Security shall be forfeited if the successful bidder refuses or neglects to execute the Contract or fails to furnish the required Performance Security within the time frame specified by the Department.
- 8.7.7. **Performance Security:** - Performance security to be deposited on signing the agreement @ 10% of total estimated cost/value of tender. EMD will be released only after deposition of performance security. The Performance Security should be in the form of DD/ePBG in favor of SHS (D) Health System Strengthening Account of Delhi, payable at Delhi.

**8.8. Format and Signing of Bid: -**

- 8.8.1. The bidder shall submit one copy of the Tender document and addenda, if any, thereto, with each page of this document signed and stamped to confirm the acceptance of the terms and conditions of the tender by the bidder.
- 8.8.2. The documents comprising the bid shall be typed or written in indelible ink and all pages of the bid shall be signed by a person or persons duly authorized to sign on behalf of the bidder. All pages of the bid, where entries or amendments have been made, shall be signed by the person or persons signing the bid.
- 8.8.3. The bid shall contain no alterations, omissions or additions except those to comply with instruction issued by the Department, or are necessary to correct errors made by the bidder, in which case such corrections shall be initialed/signed and dated by the person or persons signing the bid.

## 9. Submission of Bids: -

9.1.1. The bidder shall submit the Pre-qualification Bid /Technical Bid and Financial Bid physically in drop box both Technical & Financial Bid in Separate sealed envelope with superscript.

9.1.2. The sealed cover of Pre-qualification Bid and Technical Bid should consist of the following documents: -

- (a) Formal submission: This will include a write up of the proposal of the bidder explaining therein the full methodology to be followed including but not limited to technological interventions etc.
- (b) Bid Security (Earnest Money Deposit) for an amount of Rs. Five Lac in the form of an Account Payee DD, Fixed Deposit Receipt from a commercial bank, or Bank Guarantee from a commercial bank in an acceptable form in favor of **State Health Society, Delhi payable at Delhi.**
- (c) Self attested one recent passport size photograph(s) of the authorized person(s) of the agency/company with name, designation, Office/Residential address and office Telephone numbers, and where the bidder is Joint Venture/Consortium firm names, addresses and telephone numbers of all the members also;
- (d) Self attested copy of PAN No. card under Income Tax Act with return for last three years.
- (e) Self attested copy of GST Registration Number;
- (f) Self attested copy of Valid Registration No. of the Agency/Firm;
- (g) Self attested copy of valid Provident Fund Registration Number;
- (h) Self attested copy of valid ESI Registration Number;
- (i) Self attested copy of valid License and Number under any other relevant Acts/Rules;
- (j) Proof of Average Annual turnover as stated in Clause 2.5 supported by audited Balance Sheet;
- (k) Duly filled and signed **Annexure-IV and V.**
- (l) Other affidavits and undertakings as mentioned in the tender document.

9.1.3 The Price Bid should be submitted physically in separate sealed envelope in a Hard copy in a sealed envelope clearly marked as '**PRICE BID**' which should be submitted in the drop box placed at **PUBLIC HEALTH-IV, DIRECTORATE GENERAL OF HEALTH SERVICES, GNCT OF DELHI, 3<sup>RD</sup> FLOOR, SHAKARPUR, SCHOOL BLOCK, DELHI-92**

**9.1.4 Price BID & Technical Bid duly sealed in separate envelope shall be put in one envelope duly sealed and super scribe.**

9.1.5. The tender shall remain valid and open for acceptance for a period of 120 days from the last date of submission of tender. Address for communication will be as follows :

**ADDL. DIRECTOR  
PUBLIC HEALTH-IV, DIRECTORATE GENERAL OF HEALTH SERVICES,  
GNCT OF DELHI, 3<sup>RD</sup> FLOOR, SHAKARPUR, SCHOOL BLOCK, DELHI-92**

**9.2 LATE AND DELAYED TENDERS: -**

- 9.2.1. Bids must be received in the Department at the address specified above not later than the date and time stipulated in the NIT. The Department may, at its discretion, extend the deadline for submission of bids in which case all rights and obligations of the Department and the Bidder will be the same.
- 9.2.2. Any bid received by the Department after the deadline for submission of bids, as stipulated above, shall not be considered and will be returned unopened to the bidder.

**10.1 BID OPENING AND EVALUATION: -**

- 10.1.1 The authorized representatives of the Department will open the Pre-qualification/Technical Bids in the presence of the Bidders or of their representatives who choose to attend at the appointed place and time.
- 10.1.2. To facilitate evaluation of Bids, the Authority may, in its sole discretion, seek clarifications in writing from any Bidder regarding its Bid, in the nature of historical, legal or factual information, but not a nature that has any implication of altering the terms or validity of offer.
- 10.1.3. Not with standing anything to the contrary contained in this tender, as part of evaluation of Bids, the department shall determine whether each Bid is overall responsive to the requirements of this tender. Bid shall be considered responsive only if it meets the minimum criteria specified under Clause 10.1.4
- 10.1.4. The Authority shall determine whether each Bid is responsive to the requirements of this tender in terms of the following criteria:
- (a) Bid is received by the Bidder, due date and time i.e. 04.07.2020 at 11:30 AM and at address specified;
  - (b) Bid is accompanied by the Bid Security in the format at Annexure VI, and is accompanied by the Power(s) of Attorney as specified in Clauses 3.1 and 3.4, as the case may be;
  - (c) It contains all material information (complete in all respects) as requested in this tender and/or Bidding Documents (in formats same as those specified);
  - (d) It does not contain any condition or qualification from the bidder; and
  - (e) it is not non-responsive in terms of requirements hereof.
  - (f) Write up of the proposal of the bidder explaining therein the full methodology to be followed matches the requirement of the department
- 10.1.5. The bid of any bidder who has not complied with one or more of the conditions will be summarily rejected.
- 10.1.6. Conditional bids will also be summarily rejected.

- 10.1.7 For the purpose of evaluation of Technical Responsiveness Department may request the Bidder(s) to make a presentation on the proposal submitted. Authority reserves the right to call for presentations from any / all of the Bidders. Technical evaluation committee would have the right to seek any clarifications where necessary before or during the technical presentation.
- 10.1.8 Department reserves the right to reject the Bid of a Bidder without opening Financial Bid if, in its opinion, the contents of technical bid are not substantially responsive to the requirements of this Tender.
- 10.1.9 Financial bids of only the technically qualified bidders will be opened for evaluation in the presence of qualified bidders.

## **10.2 Right to accept any Bid and to reject any or all Bids:-**

- 10.2.1. The Health Department of Government of NCT of Delhi is not bound to accept the lowest or any bid and may at any time by notice in writing to the bidders terminate the tendering process.
- 10.2.2. The Health Department of Government of NCT of Delhi may terminate the contract if it is found that the agency is black listed on previous occasions by the any of the Departments/Institutions/Local Bodies/Municipalities/Public Sector Undertakings, etc.
- 10.2.3. The Health Department of Government of NCT of Delhi may reject the Bid in the event that the Bid is accepted but the successful bidder fails to furnish the Performance Security or fails to execute the contract agreement.

## **11.1 AWARD OF CONTRACT:-**

- 11.1.1. The Health Department of Government of NCT of Delhi may award the contract to the successful evaluated bidder whose bid has been found to be responsive and who is eligible and qualified to perform the contract satisfactorily as per the terms and conditions incorporated in the bidding document and on the basis of lowest rates received.
- 11.1.2 In the event that there are two or more L-1 Bidders quoting the same Financial Bid (the "Tie Bidders"), the Department shall first break the Tie between these Bidders for that given Cluster. The Department shall identify the L-1 Bidder and L-2 Bidder by draw of lots, which shall be conducted in the presence of the Bidders who choose to attend the Financial Bid opening.
- 11.1.7 The Health Department of Government of NCT of Delhi will communicate the successful bidder by facsimile confirmed by letter transmitted by Registered post/E-mail that his bid has been accepted. This letter (hereinafter and in the condition of contract called the "Letter of Offer") shall prescribe the amount which the Department will pay to the

Company in consideration of the execution of work/services by the Company as prescribed in the contract.

- 11.1.8 The successful bidder will be required to execute a contract agreement in the form specified in **Annexure-VIII** within a period of 05 days from the date of issue of Letter of Offer, failing which the offer may be cancelled and may be given to the L2 bidder at L1 rates.
- 11.1.9 The successful bidder shall be required to furnish a Performance Security within 05 days of receipt of 'Letter of Offer' for an amount equal to ten per cent of the total value of the contract in the form of an Account Payee DD, Fixed Deposit Receipt from a commercial bank, or Bank Guarantee from a commercial bank in an acceptable form (Annexure- IX) in favor of SHS (D) Health System Strengthening Account of Delhi, payable at Delhi. The Performance Security shall remain valid for a period of Twelve months beyond total contract period.
- 11.1.10 Failure of the successful bidder to comply with the requirements of above clauses shall constitute sufficient grounds for the annulment of the award and forfeiture of Bid Security. The performance security will be released only after the successful completion and final payment of the job. No interest will be paid by the Health department on performance security.

## **12 RETURNING OF EARNEST MONEY DEPOSIT (BID SECURITY AMOUNT)**

- 12.1 The Earnest Money Deposit of the unsuccessful bidders in the **technical Bid evaluation stage** shall be returned within seven (07) days after opening of the eligible financial Bids.
- 12.2 The Earnest money deposit of all the bidders shall be returned, in case of cancellation of Tender after the opening of Bids and prior to opening of financial bids.

**TERMS AND CONDITIONS FOR PROVIDING MANAGEMENT OF HOME QUARANTINED COVID-19 PATIENTS IN DELHI.**

1. The objective and scope of the Project envisages that the Company shall provide the following :
  - a. To facilitate the management of pre-symptomatic to very mild Covid-19 positive patients at home after obtaining valid consent.
  - b. To complement the Delhi Govt. in its measure to manage health outcomes of increasingly large number of low risk Covid-19 patients at home.
  - c. Daily updating of all records and reporting to Government as stated below.
    - i. Daily Call log of all calls made to these individuals in annexed format.
    - ii. Daily list of all individuals reporting temperature of 101 degree Fahrenheit or above.
    - iii. Daily list of all individual who were transferred to Hospital or COVID Care centre as in result of telephonic counseling.
  - d. The company/Firm will make at least one telephonic contact per day with all the persons, in home isolation, as referred to it by designated officer of GNCTD.
  - e. On each call, the caller will obtain information on all parameters as specified by GNCTD, e.g., temperature, breathlessness, oxygen level, condition of co-morbidity and status of general well- being.
  - f. If a patient develops symptoms that require hospitalization, the case would immediately be reported to the designated authority of GNCTD, for immediate hospitalization of the patient.
  - g. Details of patients who have fulfilled the norms of home isolation and are otherwise in stable condition, would be communicated to the designated authority of GNCTD and alert would be given to these patients 2 days in advance
  - h. The Company/Firm shall maintain medical case history on all the specified parameters in respect of all the patients in home isolation. This would include details of all cases that have been referred for hospitalization.
  - i. The aforesaid information shall be made available on a daily basis to the designated authority of GNCTD, in electronic form in the format specified by GNCTD.

- j. If any patient is not cooperating or not responding, the agency shall provide a list of such patients on daily basis who may be shifted to COVID care centre.
- k. Patient not consenting for tele-calling will be informed on the same day. To the state surveillance unit under IDSP Delhi.

2. **The Delhi Government shall** facilitate the below mentioned for the purpose of the achievement of the project:

- Share patient details of all positive cases who has been allowed home isolation on a daily basis with unique phone number, wherever possible;
- Copy of the self declaration form signed by every patient at the time of being assigned to Home Quarantine by the Delhi. Govt. representative.

3. **Obligations of Company:**

The obligations of the Company will be as under:

- To augment the necessary technology and infrastructure set up;
- To carry out the registration process of the prospective patients under the system maintained by Company;
- The assessment of the patients by way of tele-calling shall be done by a qualified Healthcare worker.
- The patients will be educated with the necessary guidelines during the time of quarantine;
- The daily call monitoring by a ParamedicalWorker:- ANM/Staff Nurse/PHNO
  - a) Registered with appropriate Nursing Council.
  - b) Person should be actively involved with the Patient Care for last 1 year.
  - c) Certificate from the MS/CEO of the Company that persons/Paramedical & involved in activity meets the above criteria.
- Submitting a daily report to the Delhi Govt. as per prescribed format to be shared by Addl. Director, PH-IV.
- To Support project framework i.e. call and technology support;

The detailed scope of work / obligations of the Company is specified in Annexure-II.

4. **Penalty**

(i) In case of delay in performing any of the defined duties by the company, a penalty of Rs.1500/- per duty delayed, shall be levied and same shall be deducted from Company's bills. However if the unsatisfactory performance becomes a general practice, action to terminate the contract will be initiated as per the discretion of the Department, besides forfeiture of the performance guarantee.

(ii) In case any complaint is received attributable to misconduct/misbehavior of company's personnel, a penalty of Rs.1000/- for each such incident shall be levied and the same shall be deducted from company's bill. Further, the company shall ensure that such personnel are removed from the system immediately.

(iii) In case the company fails to commence/execute the work as stipulated in the agreement or does not meet the statutory requirements of the contract, the **Principal Employer reserves the right to** cancel the agreement/breach of agreement with immediate effect and get this job to be carried out preferably from other empanelled/approved agency at the approved rates or from the open market. The differential expenditure, if any, will be recovered from the defaulter company and the company also shall be black-listed for a period of four years from participating in such type of tender and his earnest money/security deposit would also be forfeited.

5. **Any complaint must be addressed and resolved within 24 hours, failing which the services of the Company shall be liable to be termed as unsatisfactory performance/deficient services and penal action in accordance with the terms & conditions, would be taken.**
6. The Department reserves the right to cancel or reject all or any of the tender bids without assigning any reason.
7. Any act on the part of the tenderer to influence anybody in the Department is liable cause for rejection of his tender.
8. The company shall not engage any sub-Company or transfer the contract to any other person in any manner, without the prior approval of the Department.
9. The company and its staff shall take proper and reasonable precautions to preserve from loss, destruction, waste or misuse the areas of responsibility given to them by the Department and shall not knowingly lend to any person or company any of the effects of the Department under its control, including but not limited to any information/data, whether written, oral or in any other form.
10. The employees engaged by the company shall not accept any gratitude or reward in any shape.
11. The Company shall be responsible to maintain all property and equipment of the Department entrusted to it. Any damage or loss caused by Company's persons to the Department in whatever shape would be recovered from the Company.
12. The Company shall raise bill each month and submit the same to department by 5<sup>th</sup> of every following month. The department shall make the payment of bill amount within 15 working days excluding the day of receipt of bill from the company. **In case the Home Quarantine COVID-19 Patient is shifted to the hospital/COVID Centers/facilities, the payment will be done on pro-rata basis.**



13. That in the event of any loss occasioned to the Department, as a result of any lapse on the part of the company, which will be established after an enquiry conducted by the Department, the said loss can be claimed from the company up to the value of the loss. The decision of the Head of the Department will be final and binding on the Company.
14. The company shall abide by and comply with all the relevant laws and statutory requirements of the relevant Acts & Rules as applicable from time to time with regard to the personnel engaged/ work performed by the company for the Department.
15. The company shall ensure that its personnel shall not at any time, without the consent of the Department, in writing, divulge or to make known any trust, accounts, matter or transaction undertaken or handled by the Department and shall not disclose to any information about the affairs of Department. This clause does not apply to the information, which becomes public knowledge.
16. Any liability arising out of any litigation (including those in District Consumer Dispute Redressal Forums) due to any act of company's personnel shall be directly borne by the company including all expenses/fines. The company's personnel shall attend the forum as and when required.
17. The Company shall deploy duly qualified personnel only after due verification of curriculum vitae (CV) & police verification (must) with proper identity issued by Govt. (like Adhaar, DL, voter ID etc.) of these personnel & company/agency shall submitted all details of each personnel, deployed by the company before execution of work.
18. "NOTICE TO PROCEED" means the notice/ letter issued by the Department to the Company communicating the date on which the work/services under the contract are to be commenced.
19. If the Company is a joint venture/consortium all such persons shall be jointly and severally liable to the Department for the fulfillment of the terms of the contract. Such persons shall designate one of them to act as leader with authority to sign. The joint venture/consortium shall not be altered without the approval of the Department.
20. The contract period shall be for three months from the date of the commencement (as mentioned in Notice to Proceed). The contract can be extended for further duration of three months, which would be decided wholly by the Health Department only and such decision shall be binding on the Company. Further, the department reserves the right to curtail the validity of contract for such period as may be found suitable by the Department.
21. In the event of the Delhi Govt. deciding to curtail the project it shall be done in the following manner:
  - a. Managing low risk Covid 19 patients at home:
  - a. Wind down time of 12 days to be provided to the company
  - b. The company shall transfer all data and records of the patients to the department in appropriate hard and soft copy.

22. During the course of contract, if any of company's personnel are found to be indulging in any corrupt practices causing any loss of revenue to the Government, the department shall be entitled to terminate the contract forthwith duly forfeiting the company's Performance Guarantee.
23. The list of staff going to be deployed shall be made available to the Department and if any change is required on part of the Department fresh list of staff shall be made available by the company after each and every change.
24. The company shall indemnify and hold the Department harmless from and against all claims, damages, losses and expenses arising out of, or resulting from the works/services under the contract provided by the company.
25. The bidder should be registered with the concerned authorities of Labour Department under Contract Labour (R&A) Act 1970 and Delhi Works Contract Act. (wherever applicable).
26. The Company shall not employ any person below the age of 18 yrs.
27. The Department shall not be responsible for providing residential accommodation to any of the personnel of the company.
28. The Department shall not be under any obligation for providing employment to any of the worker of the company after the expiry of the contract. The Department does not recognize any employee employer relationship with any of the workers of the company.
29. If as a result of post- payment audit, any overpayment is detected in respect of any work done by the company or alleged to have done by the company under the contract, it shall be recovered by the Department from the company in future.
30. All liabilities arising out of accident of death while on duty shall be borne by the Company itself.
31. The Pr. Secretary (H&FW) reserves the right to change/amend any of the clauses/terms & conditions of the Tender/Agreement at any later stage and the bidder/Company shall have to abide by that amendment/change.
32. The Department and the company shall, in so far as possible by mutual consultation, try to decide upon the meaning and intent of the tender/contract document. In case of disagreement, decision of the Pr. Secretary (H&FW) in this regard shall be final.

**FORCE MAJEURE:-**

If at any time during the currency of the contract, either party is subject to force majeure, which can be termed as civil disturbance, riots, strikes, tempest, acts of God, etc. which may prevent either party to discharge the obligation, the affected party shall promptly notify the other party about the happening of such an event. Neither party shall by reason of such event be entitled to terminate the contract in respect of such performance of their obligations. The obligations under the contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist. The performance of any obligations under the contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist. If the performance of any obligation under the contract is prevented or delayed by reason of the event beyond a period mutually agreed to, if any, or seven days, whichever is more, either party may at its option terminate the contract.

**OBLIGATION OF THE COMPANY:-**

1. The Company shall ensure full compliance with tax laws of India and GNCT of Delhi with regard to this contract and shall be solely responsible for the same. The company shall keep the Department fully indemnified against liability of tax, interest, penalty, etc. of the company in respect thereof, which may arise.
2. The Department will deduct Income Tax at source under Section 194-C of Income Tax Act from the Company at the prevailing rates of such sum as income tax on the income comprised therein.

**DISPUTE RESOLUTION:-**

- a. Any dispute and/ or difference arising out of, or relating to this contract will be resolved first through joint discussion of the authorized representatives of the concerned parties. However, if the disputes are not resolved amicably by joint discussions, then the matter will be referred for adjudication to a sole Arbitrator appointed by the Hon'ble Lt. Governor, Government of NCT of Delhi.
- b. The award of the sole Arbitrator shall be final and binding on all the parties. The arbitration proceeding's shall be governed by Indian Arbitration and Conciliation Act, 1996, as amended from time to time.

The cost of Arbitration shall be borne by the respective parties in equal proportions. During the pendency of the arbitration proceeding and currency of contract, neither party shall be entitled to suspend the work/service to which the dispute relates on account of the arbitration and payment to the Company shall continue to be made in terms of the contract. Arbitration proceedings will be held at Delhi/New Delhi only.

**JURISDICTION OF COURT:-**

The courts at Delhi/New Delhi shall have the exclusive jurisdiction to try all disputes, if any, arising out of this agreement between the parties.

**GOVERNMENT OF NATIONAL CAPITAL TERRITORY OF DELHI**  
**DEPARTMENT OF HEALTH & FAMILY WELFARE**  
**9TH LEVEL, 'A' WING, DELHI SECRETARIAT, NEW DELHI-110002**

**TENDER FORM FOR PROVIDING SERVICES FOR MANAGEMENT OF HOME  
 QUARANTINED COVID-19 PATIENTS IN DELHI**

1. Cost of tender : NIL
  
2. Due date for tender: 04.07.2020 upto 11.30 a.m.
  
3. Opening time and date of tender : 04.07.2020 at 02.00 p.m
  
4. Names, address of firm/Agency \_\_\_\_\_  
 and Telephone numbers. \_\_\_\_\_ - \_\_\_\_\_  
 \_\_\_\_\_
  
5. Registration No. of the Firm/  
 Agency. \_\_\_\_\_
  
6. Name, Designation, Address \_\_\_\_\_  
 and Telephone No. of \_\_\_\_\_  
 Authorized person of Firm/ \_\_\_\_\_  
 Agency to deal with. \_\_\_\_\_
  
7. Please specify as to whether \_\_\_\_\_  
 Tenderer is sole proprietor/ \_\_\_\_\_

Partnership firm. Name and \_\_\_\_\_  
Address and Telephone No. \_\_\_\_\_  
of Directors/partners should \_\_\_\_\_  
Specified.

8. Copy of PAN card issued by  
Income Tax Department and  
copy of previous three Financial  
Year's Income Tax Return.

9. Provident Fund Account No. \_\_\_\_\_

10. ESI Number \_\_\_\_\_

11. License Number under any  
other Acts/Rules \_\_\_\_\_

12. Details of Bid Security deposited:

(a) Amount : Rs. \_\_\_\_\_

(Rupees in words also)

(b) FDR No. or DD No. or \_\_\_\_\_

Bank Guarantee in favour of

\_\_\_\_\_

I Date of issue:

(d) Name of issuing authority:

12. Details of ISO Certification/Quality certification form reputed agency:

13. Any other information:

14. Declaration by the bidder:

This is to certify that I/We before signing this tender have read and fully understood all the terms and conditions contained herein and undertake myself/ourselves abide by them.

(Signature of the bidder)

Name and Address

(With seal)

**GOVERNMENT OF NATIONAL CAPITAL TERRITORY OF DELHI**  
**DEPARTMENT OF HEALTH & FAMILY WELFARE**  
**9<sup>TH</sup> LEVEL, 'A' WING, DELHI SECRETARIAT, NEW DELHI-110002**

**SCOPE OF WORK OF THE COMPANY**

The company shall be required to carry out the following responsibilities:-

- 1.
1. Set up the infrastructural facility which will include, but not limited to, the technological setup, program protocols, module creation, arranging adequate qualified health care workers/doctors and providing proper training to them
2. Arrange proper management of the Home quarantined patients.

For the purpose of above the workflow will be as below:-

- a. The details of the patients who are allowed home isolation shall be shared by Government of NCT of Delhi with agency.
- b. The agency starts calling them every day.
- c. The agency asks the patient about symptoms, health parameters and counsels the. If the health parameter above 'very mild' then the patient is advised to be hospitalized immediately. Field visit, if required.
- d. If the company is unable to contact the patient, or patient is not willing for tele-calling the details of such persons are to sent to State Surveillance unit under IDSP.
- e. Daily updating of all records and reporting to Government as stated below.
  - i. Prepare a daily call log of all calls made to these individuals in annexed format.



- ii. Prepare a daily list of all individuals reporting temperature of 101 degree Fahrenheit or above
  - iii. Prepare a daily list of all individual who were transferred to Hospital or COVID Care centre as in result of telephonic counseling
  
- f. Ending home isolation
  - i. Patient under home isolation will end home isolation after 10 days of onset of symptoms (or date of sampling, for pre-symptomatic cases) there is no need for testing after the home isolation period is over.
  - ii. Updating the status report on portal
  
- g. The company/Firm will make at least one telephonic contact per day with all the persons, in home isolation, as referred to it by designated officer of GNCTD.
  
- h. On each call, the caller will obtain information on all parameters as specified by GNCTD, e.g., temperature, breathlessness, oxygen level, condition of co-morbidity and status of general well- being.
  
- i. If a patient develops symptoms that require hospitalization, the case would immediately be reported to the designated authority of GNCTD, for immediate hospitalization of the patient.
  
- j. Details of patients who have fulfilled the norms of home isolation and are otherwise in stable condition, would be communicated to the designated authority of GNCTD and alert would be given to these patients 2 days in advance
  
- k. The Company/Firm shall maintain medical case history on all the specified parameters in respect of all the patients in home isolation. This would include details of all cases that have been referred for hospitalization.
  
- l. The aforesaid information shall be made available on a daily basis to the designated authority of GNCTD, in electronic form in the format specified by GNCTD.
  
- m. If any patient is not cooperating or not responding, the agency shall provide a list of such patients on daily basis who may be shifted to COVID care centre.

**PRICE BID****FOR PROVIDING SERVICES FOR MANAGEMENT OF HOME QUARANTINED COVID-19 PATIENTS IN DELHI**

1. Name of the Agency: - M/s.....
2. Address of the Firm: - .....  
.....
3. Having read and understanding the tender I/We wish to quote the following rates as asked below for providing services as per the scope of work mentioned in the Annexure-II for providing Management of Home Quarantined COVID-19 Patients in Delhi

S.No.	DESCRIPTION OF WORK	RATE (Rs.) inclusive of all liabilities except GST	Sub Description
1.	<b>FOR PROVIDING SERVICES FOR MANAGEMENT OF HOME QUARANTINED PATIENTS IN DELHI COVID-19</b>	Unit Rate per patient (Y)	Home quarantine cost for 75000/- patients (X)

Total Amount in words: (X) .....

Unit rate per patient in words: (Y) .....

Company will quote comprehensively for all items mentioned in this price schedule.

NOTE: - Payment will be on pro-rata basis i.e. taking consideration of ten days calling per patient but because of transfer of patient/uncooperative/opted out/demise etc. after ex-days the payment will be made for X/10 days

Authorized Signature(s)

& Seal of the Company.

Dated.....2020

**GOVERNMENT OF NATIONAL CAPITAL TERRITORY OF DELHI**  
**DEPARTMENT OF HEALTH & FAMILY WELFARE**  
**9TH LEVEL, 'A' WING, DELHI SECRETARIAT, NEW DELHI-110002**

**CHECK-LIST FOR PRE-QUALIFICATION BID FOR PROVIDING SERVICES FOR  
MANAGEMENT OF HOME QUARANTINED COVID-19 PATIENTS IN DELHI**

<b>S. No.</b>	<b>Documents asked for</b>	<b>Page number at which document is placed</b>
1.	Bid Security (EMD) of Rs. Five Lakh in the form of FDR/DD/Bank Guarantee issued by any commercial bank in favor of the State Health Society, Delhi, payable at Delhi valid for 45 days beyond the Tender validity period.	
2.	One self-attested recent passport size photograph of the Authorized person of the firm/agency, with name, designation, address and office telephone numbers. Also name designation, address and office telephone numbers of Directors be provided.	
3.	POA as specified in Clause 3.1 and 3.2 as the case may be	
4.	Undertaking on a Stamp paper of Rs.100/- (Rupees one hundred only) as per format prescribed in Annexure-VI).	
5.	Self-attested copy of the PAN card issued by the Income Tax Department with copy of Income-Tax Return of the last financial year.	
6.	Self attested copy of GST Registration No.	
7.	Self attested copy of valid Registration number of the firm/agency.	
8.	Self attested copy of valid Provident Fund Registration number.	
9.	Self attested copy of valid ESI Registration No.	
10.	Self attested copy of valid License No. under any other relevant Act/Rule if available.	
11.	Proof of experiences of last three financial years along with satisfactory performance certificates from the concerned	

	employers.	
12.	Annual returns of previous three years supported by audited balance sheet (clause 2.1 of NIT) supported with trading account with loss & profit account	
13.	Annual average turnover of Rs. 75 lakhs (30% of the estimated cost of tender) during the last three financial years in the books of accounts ending 31st March, 2019	
14.	ISO or similar Certification of the firm (Yes/No)	
15.	Write up of the proposal of the bidder explaining therein the full methodology to be followed	

Signature of the Bidder

(Name and Address of the Bidder)

Telephone No.

**(ON A STAMP PAPER OF Rs.100/-)**

**UNDERTAKING**

To

---

(Designation and Name of the concerned Department)

Name of the firm/Agency\_\_\_\_\_

Name of the tender\_\_\_\_\_ Due date: \_\_\_\_\_

Sir,

1. I/We hereby agree to abide by all terms and conditions laid down in tender document.
2. This is to certify that I/We before signing this bid have read and fully understood all the terms and conditions and instructions contained therein and undertake myself/ourselves abide by the said terms and conditions.
3. . I/ We have examined the Application made by us and all of the pre- qualification conditions have been met by the Applicant / Bidder as on the Application due date and the Applicant / Bidder has not made material misrepresentation or has given any materially incorrect or false information with respect to the pre-qualification criteria namely ,
4. I / We have examined and have no reservations to the Bidding Documents, including any Addendum issued by the Authority;
5. The undertakings / submissions given by us along with the Application in response to the Tender for the Project were true and correct as on the date of making the Application and are also true and correct as on the Bid Due Date and I/we shall continue to abide by them;
6. I / We certify acknowledge and undertake that I / We or our Consortium was pre-qualified and & I / We or our Consortium continues to meet(s) the Net Worth criteria and meet(s) the Technical Capacity requirements as specified in the RFQ document;
7. I / We certify that in the last three years, we / any of the Consortium Members or our / their Associates have not failed to perform on any contract relating providing Technology integrated Healthcare Services

(Signature of the Bidder)

Name and Address of the Bidder.

Telephone No.

**FORM OF BANK GUARANTEE FOR BID SECURITY**

(Refer Clause 8.7.1 of the NIT)

(To be stamped in accordance with Stamps Act of India)

KNOW ALL MEN by these present that we \_\_\_\_\_ (Name and address of Bank), having our registered office at \_\_\_\_\_ (hereinafter called "the Bank") are bound unto the SHS (D) Health System Strengthening Account, of Delhi (hereinafter called "the Department") in sum of Rs. \_\_\_\_\_ for which payment will and truly to be made to the said Employer, the Bank binds himself, his successors and assigns by these presents.

WHEREAS \_\_\_\_\_ (Name of Bidder) (hereinafter called "the Bidder") has submitted his bid dated \_\_\_\_\_ for providing Management of Home Quarantined COVID-19 Patients in Delhi (hereinafter called "the Bid").

WHEREAS the Bidder is required to furnish a Bank Guarantee for the sum of Rs. \_\_\_\_\_ (Amount in figures and words) as Bid Security against the Bidder's offer as aforesaid.

AND WHEREAS \_\_\_\_\_ (Name of Bank) have at the request of the Bidder, agreed to give this guarantee as hereinafter contained.

WE further agree as follows:-

1. That the Department may without affecting this guarantee grant time of other to or indulgence to or negotiate further with the Bidder in regard to the conditions contained in the said tender and thereby modify these conditions or add thereto any further conditions as may be mutually agreed upon between the Employer and the Bidder.
2. That the guarantee herein before contained shall not be affected by any change in constitution of our Bank or in the constitution of the Bidder.
3. That this guarantee commences from the date hereof and shall remain in force till:-
  - (a) The Bidder, in case the bid is accepted by the Department, executes a formal agreement after furnishing the Performance Guarantee of a commercial Bank based in India.

- (b) Forty five days after the date of validity or the extended date of validity of the Tender, as the case may be, whichever is later.
- 4. That the expression “the Bidder” and “the Bank” herein used shall, unless such an interpretation is repugnant to the subject or context, include their respective successors and assignees.

THE CONDITIONS of this obligation are:

- (i) If the Bidder withdraws his bid during the period of Tender validity specified in the Form of Tender; or
- (ii) If the Bidder refuses to accept the corrections of errors in his bid; or
- (iii) If the Bidder having been notified of the acceptance of his bid by the Employer during the period of tender validity and (a) fails or refuses to furnish them Performance Guarantee and/or (b) fails or refuses to enter into a contract within the time limit specified in para \_\_\_\_\_ of the NIT.
- (iv) If the tender is terminated on the allegation of production of false/forged documents for obtaining the contract.
- (v) If the contract is terminated for the reason that the agency is blacklisted in Government of NCT of Delhi or in any other State Governments/Union Government/Union Territories.

WE undertake to pay to the Department upto the above amount upon receipt of his first written demand, without the Employer having to substantiate his demand provided that in his demand the Employer will note that the amount claimed (i), (ii), (iii)(a), (iii)(b), (iv) or (v) mentioned above, specifying the occurred condition or conditions.

Signature of Witness

\_\_\_\_\_

Name of Witness

Address of Witness

Signature of Authorized Official of the Bank

Name of Official\_\_\_\_\_

Designation\_\_\_\_\_

ID No.\_\_\_\_\_

(Stamp/Seal of Bank)

**FORM OF BANK GUARANTEE FOR PERFORMANCE SECURITY**

(Refer Clause 11.1.4 of the NIT)

(To be stamped in accordance with Stamps Act of India)

1. THIS DEED of Guarantee made this day of \_\_\_\_\_ between \_\_\_\_\_ (Name of the Bank) (hereinafter called the "Bank") of the one part and \_\_\_\_\_ (Name of the Department) (hereinafter called the "Department") of the other part.

2. WHEREAS \_\_\_\_\_ (Name of the Department) has awarded the contract for **Management of Home Quarantined COVID-19 Patients in Delhi** for Rs. \_\_\_\_\_ (Rupees in figures and words) (hereinafter called the "contract") to M/s \_\_\_\_\_ (Name of the Company) (hereinafter called the "Company").

3. AND WHEREAS THE Company is bound by the said Contract to submit to the Department a Performance Security for a total amount of Rs. \_\_\_\_\_ (Amount in figures and words).

4. NOW WE the Undersigned \_\_\_\_\_ (Name of the Bank) being fully authorized to sign and to incur obligations for and on behalf of and in the name of \_\_\_\_\_ (Full name of Bank), hereby declare that the said Bank will guarantee the Department the full amount of Rs. \_\_\_\_\_ (Amount in figures and words) as stated above.

5. After the Company has signed the aforementioned contract with the Department, the Bank is engaged to pay the Department, any amount up to and inclusive of the aforementioned full amount upon written order from the Department to indemnify the Department for any liability of damage resulting from any defects or shortcomings of the Company or the debts he may have incurred to any parties involved in the Works under the Contract mentioned above, whether these defects or shortcomings or debts are actual or estimated or expected. The Bank will deliver the money required by the Department immediately on demand without delay without reference to the Company and without the necessity of a previous notice or of judicial or administrative procedures and without it being necessary to prove to the Bank the liability or damages resulting from any defects or shortcomings or debts of the Company. The Bank shall pay to the Department any money so demanded notwithstanding any dispute/disputes raised by the Company in any suit or proceedings pending before any Court, Tribunal or Arbitrator(s) relating thereto and the liability under this guarantee shall be absolute and unequivocal.



6. THIS GUARANTEE is valid for a period of 12 months from the date of signing.

7. At any time during the period in which this Guarantee is still valid, if the Department agrees to grant a time of extension to the Company or if the Company fails to complete the works within the time of completion as stated in the contract, or fails to discharge himself of the liability or damages or debts as stated under para-5 above, it is understood that the Bank will extend this Guarantee under the same conditions for the required time on demand by the Department and at the cost of the Company.

8. The Guarantee hereinbefore contained shall not be affected by any change in the Constitution of the Bank or of the Company.

9. The neglect or forbearance of the Department in enforcement of payment of any moneys, the payment whereof is intended to be hereby secured or the giving of time by the Department for the payment hereof shall in no way relieve the Bank of their liability under this deed.

10. The expressions "the Department", "the Bank" and "the Company" hereinbefore used shall include their respective successors and assigns.

IN WITNESS whereof I/We of the bank have signed and sealed this guarantee on the \_\_\_\_\_ day of \_\_\_\_\_(Month)\_\_\_\_\_ (year) being herewith duly authorized.

For and on behalf of

the \_\_\_\_\_ Bank.

Signature of authorized Bank official

Name\_\_\_\_\_

Designation\_\_\_\_\_

I.D. No.\_\_\_\_\_

Stamp/Seal of the Bank.

Signed, sealed and delivered for and on behalf of the Bank by the above named \_\_\_\_\_ in the presence of:

Witness-1.

Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

Witness-2.

Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

**GOVERNMENT OF NATIONAL CAPITAL TERRITORY OF DELHI**  
**DEPARTMENT OF HEALTH & FAMILY WELFARE**  
**9TH LEVEL, 'A' WING, DELHI SECRETARIAT, NEW DELHI-110002**

**FORM OF AGREEMENT**

THIS AGREEMENT is made on the \_\_\_ day \_\_\_\_\_ (Month) \_\_\_\_\_ (Year)  
 Between the Health Department, GNCT of Delhi through Shri \_\_\_\_\_  
 (Name and address of the Officer) (hereinafter called "the Department"), which expression shall,  
 unless excluded by or repugnant to the context, be deemed to include its successor in office and  
 assigns of the one part AND \_\_\_\_\_ (Name and address of the Company)  
 through Shri \_\_\_\_\_, the authorized representative (hereinafter called "the  
 Company") (which expression shall, unless excluded by or repugnant to the context, be deemed  
 to include its/their heirs, successors, executors, administrators, representatives and assigns) of  
 the other part. Under which the Company shall provide trained personnel and technical expertise  
 and will use its best endeavours to provide **Management of Home Quarantined COVID-19  
 Patients in Delhi** to the \_\_\_\_\_ (Name of the Department).

NOW THIS AGREEMENT WITNESSETH as follows:-

1. In this Agreement words and expression shall have the same meanings as are respectively assigned to them in the Terms and Conditions of contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and constructed as part of this Agreement, viz:
  - a. Letter of acceptance of award of contract;
  - b. Terms and Conditions;
  - c. Notice inviting Tender;
  - d. Bill of Quantities;
  - e. Scope of work;
  - f. Addendums, if any;
  - g. Any other documents forming part of the contract.
3. In consideration of the payments to be made by the Department to the Company as hereinafter mentioned, the Company hereby covenants with the employer to execute the **Management of Home Quarantined COVID-19 Patients in Delhi** w.e.f \_\_\_\_\_ as per the provisions of this Agreement and the tender documents.

- 4. The Department hereby covenants to pay the Company in consideration of the execution and completion of the works/services as per the provisions of this Agreement and the tender documents, the contract price of Rs. \_\_\_\_\_ (\_\_\_\_\_Rupees in words).
- 5. Being the sum stated in the letter of acceptance subject to such additions thereto or deductions there from as may be made under the provisions of the contract at the times in manner prescribed by the contract.

IN WITNESS WHEREOF the parties hereto have signed the Agreement the day and the year first above written.

For and on behalf of the Company

For and on behalf of the Department

Signature of the authorized official

Signature of the authorized Officer

Name of the official

Name of the Officer

Stamp/Seal of the Company

Stamp/Seal of the Employer

By the said

By the said

\_\_\_\_\_Name

\_\_\_\_\_Name

on behalf of the Company in

on behalf of the Employer in

the presence of:

the presence of:

Witness\_\_\_\_\_

Witness\_\_\_\_\_

Name\_\_\_\_\_

Name\_\_\_\_\_

Address\_\_\_\_\_

Address\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone No:\_\_\_\_\_

Telephone No:\_\_\_\_\_

**Power of Attorney for signing of Bid**

Know all men by these presents, We, ..... (name of the firm and address of the registered office) and ..... (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr. / Ms (Name), son/daughter/wife of ..... and presently residing at ....., who is presently employed with us/ the Lead Member of our Consortium and holding the position of ....., as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our bid for the **Management of Home Quarantined COVID-19 Patients in Delhi** to the Health Department, Government of National Capital Territory of Delhi, (the "Authority") including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidders' and other conferences and providing information / responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Concession Agreement and undertakings consequent to acceptance of our bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our bid for the said Project and/or upon award thereof to us and/or till the entering into of the Concession Agreement with the Authority.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, ....., THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ..... DAY OF ..... 20.....

For.....

(Signature, name, designation and address)

Witnesses:

- 1.
- 2.

(Notarized)

Accepted

.....

(Signature, Name, Designation and Address of the Attorney)

Notes: □ The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants and when it is so required, the same should be under common seal affixed in accordance with the required procedure. □ Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders resolution/ power of attorney in favor of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder. □ For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention, 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Apostille certificate.

### Power of Attorney for Lead Member of Consortium

Whereas the Health Department, Government of National Capital Territory of Delhi (the "Authority") has invited bids for the **Management of Home Quarantined COVID-19 Patients in Delhi** (the "Project").

Whereas, ....., ..... and ..... (collectively the "Consortium") being Members of the Consortium are interested in bidding for the Project in accordance with the terms and conditions of the Request for Proposal and other connected documents in respect of the Project, and

Whereas, it is necessary for the Members of the Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium's bid for the Project and its execution.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS

We, ..... having our registered office at ....., M/s. ...., having our registered office at ....., and M/s. ...., having our registered office at ....., (hereinafter collectively referred to as the "Principals") do hereby irrevocably designate, nominate, constitute, appoint and authorize M/s ....., having its registered office at ....., being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the "Attorney") and hereby irrevocably authorize the Attorney (with power to sub delegate) to conduct all business for and on behalf of the Consortium and any one of us during the bidding process and, in the event the Consortium is awarded the Concession/ Contract, during the execution of the Project, and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the submission of its bid for the Project, including but not limited to signing and submission of all applications, bids and other documents and writings, accept the Notice of Award, participate in bidders' and other conferences, respond to queries, submit information/ documents, incorporate SPV, sign and execute contracts and undertakings consequent to acceptance of the bid of the Consortium and generally to represent the Consortium in all its dealings with the Authority, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Consortium's bid for the Project and/ or upon award thereof till the Concession Agreement is entered into with the Authority.

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/ Consortium.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ..... DAY OF ....., 20....

Department of Health & Family Welfare, GNCTD

For ..... (Signature, Name & Title)

For ..... (Signature, Name & Title)

For ..... (Signature, Name & Title) .....

(Executants)

(To be executed by all the Members of the Consortium)

Witnesses:

1.

2.

.....

(Notarised)

Accepted

.....

(Signature, Name, Designation and Address of the Attorney)

Notes:  The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants and when it is so required, the same should be under common seal affixed in accordance with the required procedure.  Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders resolution/ power of attorney in favor of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.

For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed The Hague Legislation Convention, 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Apostille certificate.