

S-12024/27/2021-NHA (SPE)

**Government of India  
Ministry of Health and Family Welfare  
(National Health Authority)**

3<sup>rd</sup> floor, Jeevan Bharati Building  
Connaught Place, New Delhi - 110001  
Date: 30<sup>th</sup> November 2021

**OFFICE MEMORANDUM**

**Subject: Empanelment of Agencies to Conduct Facility Assessment of Healthcare Entities for SHAs under Ayushman Bharat Pradhan Mantri Jan Arogya Yojana (AB PM-JAY)**

From time to time, National Health Authority (NHA) has taken steps to support State Health Agencies (SHAs) in their core functions for effective implementation of AB PM-JAY. In this regard, in order to support SHAs for hospital empanelment and improving quality and standard of healthcare facilities, decision was taken by NHA to empanel agencies which have already been selected as implementation partners with Quality Council of India (QCI) & National Productivity Council (NPC), Ministry of Commerce and Industry – Govt of India, to assist healthcare facilities to implement quality practices that would lead to acquiring relevant quality certification. QCI / NPC has partnered with these agencies post detailed scrutiny of their experience, recognition/certification, technology used, methodology and turnover and workforce credentials.

These Agencies will be available for States / Union Territories (UTs) SHAs as well as to NHA for providing health facility empanelment and certification support services. State and UT SHAs are required to engage with them by inviting commercial bids for provision of empanelment services as per relevant provisions of prevalent GFR/state procurement rules, whichever applicable.

In this regard, list of empaneled agencies along with contact details is enclosed at Annexure-I and guidance note on engaging with these Agencies has also attached at Annexure II. SHAs can utilise draft Request for Financial Bid (RfFB) attached at Annexure III for engaging with these agencies by making

relevant and appropriate changes to the same as required.

The undersigned is directed to inform that SHAs can utilize services of these agencies as per their requirement of health facility empanelment support for implementation of AB PM-JAY.

This is issued with approval of the competent authority.



**Dr J L Meena**  
Division Head (SPE) & Joint Director  
National Health Authority

**Enclosed: As Above.**

1. Principal Secretary (Health) of all states/UT's Implementing AB PM-JAY
2. Chief Executive Officer, State Health Agency/ State Nodal Agency of all states/UT's implementing AB PM-JAY.
3. State Coordination Division, National Health Authority
4. All Empanelled Agencies

**Copy for information.**

1. Chief Executive officer, National Health Authority
2. Additional Chief Executive officer, National Health Authority
3. Deputy Chief Executive officer, National Health Authority
4. Financial Advisor
5. Service Provider Engagement (SPE) Division Guard File



**Dr J L Meena**  
Division Head (SPE) & Joint Director  
National Health Authority

*Annexure- I*

**Details of Empanelled Agencies**

<b>S. No.</b>	<b>Name of the Company</b>	<b>HEALTH PASTURE PVT LTD. (IBHAR)</b>
1	Name of the Contact Person	Mr. C. Bernard, Managing Director
	Address	7B, SAPNA TRADE CENTRE 135, POONAMALLEE HIGH ROAD, CHENNAI – 600 084
	Website	healthcare.ibhar.com
	Email ID	bernard@ibhar.com
	Phone No.	9884067802
2	<b>Name of the Company</b>	<b>NAYESHA HEALTHCARE PVT LTD</b>
	Name of the Contact Person	Dr. Vitthal Kandekar, Managing Director
	Address	Nayesha Healthcare Pvt. Ltd. Shop 17, Bldg 01, Shiv Kalptaru Arcade, Plot 01, Sector 17, Mansarovar, Navi Mumbai 410209, Maharashtra Phone No. : 022-27438833
	Website	<a href="http://www.nayesha.com/">http://www.nayesha.com/</a>
	Email ID	dr.vitthal@nayesha.com
	Phone No.	9967676260
3	<b>Name of the Company</b>	<b>NITCON LTD.</b>
	Name of the Contact Person	Mr. Satvinder Singh, Managing Director
	Address	603, Kailash Building, 26 KG Marg, Connaught Place, New Delhi-110001 Phone No. : 011-40977777, 49324115 Email: nitcondelhi@nitcon.org
	Website	<a href="http://www.nitcon.org/">http://www.nitcon.org/</a>
	Email ID	md@nitcon.org
	Phone No.	9650134790
4	<b>Name of the Company</b>	<b>CSIR-CENTRAL SCIENTIFIC INSTRUMENTS ORGANISATION</b>
	Name of the Contact Person	Mr. Dharendra Bansal, Principal Scientist
	Address	CSIR-Central Scientific Instruments Organization CSIR Complex, 2nd

		Floor, Library Avenue,Pusa, New Delhi - 110 012
	Website	<a href="https://www.csio.res.in/">https://www.csio.res.in/</a> <a href="https://icsio.csio.res.in/rcdelhi/">https://icsio.csio.res.in/rcdelhi/</a>
	Email ID	<a href="mailto:delhiculture@csio.res.in">delhiculture@csio.res.in</a> <a href="mailto:dbansal@csio.res.in">dbansal@csio.res.in</a>
	Phone No.	9868482342
5	<b>Name of the Company</b>	<b>RELACY HEALTHCARE MANAGEMENT LLP</b>
	Name of the Contact Person	Dr. Neetu Kumari Singh, Director
	Address	2365/2, Roop chand Street, Near Quila Chowk, Patiala. Pin Code: 147001
	Website	<a href="http://www.relacyhealthcare.com/">http://www.relacyhealthcare.com/</a> <a href="https://www.linkedin.com/in/relacy-healthcare-management-738352164">https://www.linkedin.com/in/relacy-healthcare-management-738352164</a>
	Email ID	<a href="mailto:info@relacyhealthcare.com">info@relacyhealthcare.com</a> <a href="mailto:neetu.ihmr@gmail.com">neetu.ihmr@gmail.com</a>
	Phone No.	9953682407
6	<b>Name of the Company</b>	<b>ACME CONSULTING</b>
	Name of the Contact Person	Mr. B G Menon, Managing Director
	Address	Nos. 4&5, 6th Floor, Alsa Towers 186, Poonamallee High Road Kilpauk, Chennai Tamil Nadu – 600 01 Tel No: 044-2642 6703-08
	Website	<a href="http://www.acmeconsulting.in/">http://www.acmeconsulting.in/</a>
	Email ID	<a href="mailto:chennai@acmeconsulting.in">chennai@acmeconsulting.in</a>
	Phone No.	9841042264
7	<b>Name of the Company</b>	<b>BKPMG HEALTH SOLUTIONS PVT LTD</b>
	Name of the Contact Person	Dr. B.K Trivedi
	Address	210, SPECIALITY BUSINESS CENTER, BALEWADI ,PUNE 411045, INDIA Phone No. : +91 20 27397438

	Website	<a href="http://www.bkpmg.com/">http://www.bkpmg.com/</a>
	Email ID	md@bkpmg.in Healthcare@bkpmg.in
	Phone No.	7767014157
8	<b>Name of the Company</b>	<b>STRATXG CONSULTING PRIVATE LIMITED</b>
	Name of the Contact Person	Mr. Deepak Sethi, Chief
	Address	C3 - WING-C, IC Colony Rd, Ganpat Patil Nagar, Navagaon, Dahisar West, Mumbai, Maharashtra -400068
	Website	<a href="http://www.stratxg.com/">http://www.stratxg.com/</a>
	Email ID	DEEPAK.SETHI@STRATXG.COM INFO@STRATXG.COM
	Phone No.	9910076235 8700692070
9	<b>Name of the Company</b>	<b>SAHAMANTHRAN PVT LTD</b>
	Name of the Contact Person	Dr Shyama Nagarajan, Managing Director
	Address	Unit 307,3rd Flr ,Centrum Plaza ,Sector 53, Gurugram,Haryana-122003
	Website	<a href="http://www.sahamanthran.com/">http://www.sahamanthran.com/</a> <a href="http://www.allears.co.in/">http://www.allears.co.in/</a>
	Email ID	<a href="mailto:shyama@sahamanthran.com">shyama@sahamanthran.com</a>
	Phone No.	9818165861
10	<b>Name of the Company</b>	<b>IRG SYSTEMS SOUTH ASIA PVT.LTD.</b>
	Name of the Contact Person	Mr. Amit Jain, Managing Director
	Address	Assotech Business Cresterra, 8th, 816, Plot No. 22, Sector - 135, Gautam Buddha Nagar, Uttar Pradesh - 201301
	Website	<a href="http://www.irgindia.com/index.htm">http://www.irgindia.com/index.htm</a>
	Email ID	amit@irgssa.com amit@irgindia.com

	Phone No.	9811295055
11	<b>Name of the Company</b>	<b>ASTRON HOSPITAL AND HEALTHCARE CONSULTANTS PVT. LTD</b>
	Name of the Contact Person	Dr. Jitender Sharma
	Address	Surya Kiran Complex, Old Mehrauli Gurgaon Rd, Sector 14, Gurugram, Haryana 122001
	Website	<a href="https://www.astronhealthcare.com/">https://www.astronhealthcare.com/</a>
	Email ID	jitendersharma@astronhealthcare.com dr.jiten9@gmail.com
	Phone No.	9999995818
12	<b>Name of the Company</b>	<b>MEDIQOP MANAGEMENT SERVICES LLP</b>
	Name of the Contact Person	Dr Mohan P S Kohli
	Address	305, Block A, Atulya Apartments, Sector 18B, Dwarka, New Delhi, Pincode-110078
	Website	<a href="http://www.mediqop.com/">http://www.mediqop.com/</a>
	Email ID	kohli.m@mediqop.com mohanpskohli@gmail.com
	Phone No.	9811297750 7678609512
13	<b>Name of the Company</b>	<b>Institute of Health Management Research (IIHMR), Bangalore</b>
	Name of the Contact Person	N/A
	Address	#319, Hulimangala, Near Thimmareddy Layout, Electronics City Bangalore -560105
	Website	<a href="http://www.bangalore.iihmr.org/">http://www.bangalore.iihmr.org/</a>
	Email ID	<a href="mailto:info.bangalore@iihmr.org">info.bangalore@iihmr.org</a>
	Phone No.	9632262148 080-30533800/899
14	<b>Name of the Company</b>	<b>Steward Healthcare India Pvt. Ltd.</b>
	Name of the Contact Person	Mr.Dinesh Sharma

	Address	1st Floor, Jagga Properties, Bishan Swaroop Colony, Near Assandh Flyover, Panipat, Haryana- 132103
	Website	<a href="http://stewardhealthcareindia.com">http://stewardhealthcareindia.com</a>
	Email ID	<a href="mailto:dinesh@stewardhealthcareindia.com">dinesh@stewardhealthcareindia.com</a>
	Phone No.	9416201070
15	<b>Name of the Company</b>	<b>ISOS Consultancy Services Pvt. Ltd.</b>
	Name of the Contact Person	Dr. Nishigandha Kute
	Address	3, Dattakrupa, B/H Siddhamuni Society, Near Suvichar Hospital Ashoka Marg, Nashik Pune Highway, Nashik, Maharashtra – 422 002
	Website	<a href="http://www.isosconsultancy.com/contact/">http://www.isosconsultancy.com/contact/</a>
	Email ID	<a href="mailto:nishigandha.kute@isosconsultancy.com">nishigandha.kute@isosconsultancy.com</a>
	Phone No.	9923954888

*Annexure-II*

***Guidance on engagement of Agencies Empanelled by NHA***

**Salient features of the empanelment are as follows**

- SHAs can invite commercial bids from empanelled agencies based on requirement and agencies will have to suitably participate in the commercial bids of SHAs. NHA has also developed draft Request for Financial Bid (RfFB) and Draft Contract which is attached at (Annexure-III). SHAs can make relevant changes in the document for Tendering in this regard.
- Staff recruited by the Agencies for empanelment of the healthcare facilities will be employees of the Agency and will be supporting SHAs in carrying out empanelment of the hospitals for PM-JAY. Under no circumstances they shall represent themselves as SHA officials
- SHAs are required to find all details regarding Term of Reference (ToRs), payment mechanism etc. in RfFB shared by NHA. SHAs are required to make any additions if required in the said draft.
- Agency will be bound by rates discovered by SHA/NHA in commercial bidding process. The tendering process will be governed by ToRs developed by SHAs/NHA at the time of commercial bids along with terms of empanelment in this document, Empanelment agreement and amendments published thereafter.
- Sole purpose of this activity is to make these agencies readily available for given task without carrying out tedious process of technical evaluation of tendering process by directly carrying out commercial bidding with these technically qualified agencies. It is the responsibility of individual state/UT SHAs to ensure relevant provisions of prevalent GFR/state procurement rules (whichever applicable) are adhered to while carrying out the commercial bidding process.



## **POINTS TO REMEMBER**

1. In a single Request for Financial Bid, it is desirable to ask for a single consolidated financial bid in place of disaggregated activity-wise bid. This would help in eliminating any future legal complications and keep the evaluation process simple.
2. The designated nodal officer/authority should coordinate and keep updated the SHA about process of empanelment,
3. In case of termination of contract on the ground of unsatisfactory services on part of the Agency, a report detailing the same should be submitted by SHA to NHA for appropriate follow-up action.
4. Agency is responsible for all required compliance towards empanelment guidelines and other applicable guidelines published by NHA, QCI and NPC
5. SHA's have choice of using shared draft RfFB for engaging with empaneled Agencies by NHA or carry out fresh, open tender or any other mode of engaging with any entity for carrying out empanelment of hospitals. Attached draft RfFB Document can be used with required modification for the same.
6. Sole purpose of this activity is to support SHAs in carrying out empanelment of quality healthcare facilities in order widen Empaneled Health Care Provider (EHCP) network in the state. If SHAs already have other mode of empanelment of healthcare facilities and does not see the need for separate agency for the same, they may continue the same.

Annexure-III

**REQUEST FOR FINANCIAL BID (RfFB)**

**of**

Agencies to Conduct Facility Assessment of Healthcare

Entities to be Empanelled under

Ayushman Bharat – Pradhan Mantri Jan Arogya Yojana

In the State/Union Territory of .....

**ISSUED BY:**

*Insert name of SHA*

*(insert month and year)*

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## Part I General terms

State Health Agency invites “financial bid” from Agencies empanelled by NHA after qualifying for this purpose.

The agencies are required to submit their financial bids as detailed in the table below. This Request for Financial Bid (RfFB) does not constitute an offer and is issued with no commitment. *SHA* reserves the right to modify or cancel the RfFB at any stage without assigning any reasons. Responses received after the stipulated time period or not in accordance with the specified format will not be considered.

Interested agencies may obtain RfFB document on written *request/Online (Insert appropriate procurement method, insert details accordingly, eg. name of the referred website.....Website of SHA/state procurement portal).*

1.	Call for financial bid document download / date / time	(.....Date, Time) <i>Preferably 3 weeks from issue of RfFB</i>
2.	Date for submission of pre-bid queries	(.....Date, Time) <i>Preferably 1 week from issue of RfFB</i>
3.	Pre- bid meeting date / time	(.....Date, Time) <i>preferably 10 days from issue of RfFB</i>
4.	Date for issuing clarifications on website	12 days from issue of RfFB)
5.	Last date and time for receipt of bids	(.....Date, Time) <i>preferably 3 weeks from RfFB (if no substantial modifications made in terms &amp; conditions)</i>
6.	Date and time for opening of financial bid	(.....Date, Time) <i>preferably as soon as possible, immediately after the last date and time for submitting the bids</i>
7.	Service to be provided	Healthcare Facility Empanelment Services
8.	Period of contract	Three years from the date of issue of Letter of Award

**CEO/Nodal Officer  
State Health Agency**

## Part II Background

### **1. TERMS AND SCOPE OF WORK** (*SHA can make additions to the Terms and Scope of work if required*)

- a) Details of activities to be carried out as mentioned in **Annexure - 1**
- b) Agency shall do the needful for providing health facility empanelment support services for implementation of the scheme to *SHA* in particular and related works in AB PM-JAY in general.
- c) Agency shall strictly adhere to NHA guidelines regarding health facility empanelment and other relevant guidelines from QCI, NPC and NHA published from time to time
- d) Agency will be bound by rates discovered by *SHA* in this Request for Financial Bid process. It is governed not only by Terms of this document but also with Terms of empanelment published by NHA for Empanelment of Agencies, empanelment agreement and any amendments published thereafter.

## Part III Bidding terms and pre-qualification criteria

### 2. GENERAL INSTRUCTIONS

2.1 Interested bidders can send their duly completed financial bids on or before Date/Time at the following address by person or by post/online to:

*Office of SHA/website of State procurement portal/ any other portal of SHA*

2.2 The responses should be submitted strictly as per prescribed format along with documents in support of information submitted therein by the responding **Agency**. Financial bids received after the stipulated time period or not in accordance with the prescribed format will not be considered and will be summarily rejected as non-responsive. Submission of financial bids along with documents at the above address/website will be the sole responsibility of the bidder.

### 3. SUBMISSION OF BID

3.1 The financial bid duly signed on every page by the authorized person in blue ink including annexures / appendices shall be *submitted/uploaded on procurement website. If physical, in a sealed envelope*, it should be clearly super-subscribed as **“Financial Bid” (if physical)/website**. The envelope shall be sealed in an outer envelope bearing the address indicated above. The envelope shall be clearly marked: **“FINANCIAL BID FROM EMPANELLED AGENCY FOR Health Facility Empanelment Support Services FOR SHA for implementation of PM-JAY”**

3.2 A duly authorized representative of the bidder should sign the financial bid. It shall be certified that the person signing the financial bid is empowered to do so on behalf of the bidder (**Annexure 2**). A copy of the Memorandum and Articles of Association of the bidder shall be attached and uploaded along with the financial bid.

3.3 The financial bid should be submitted on website/address.

3.4 The bidder shall submit the bid neatly and accurately. Any corrections or overwriting would render the bid invalid.

3.5 Conditional offers/ offers that are not in conformity to this RFFB will be summarily rejected as non-responsive.

3.6 All documents including copies of relevant documents submitted with the financial bid should be self-attested and duly signed by the authorized signatory in blue ink on all pages.

3.7 Bids which are not fulfilling any of the requirements mentioned in para 2 and para 3 will be deemed to be non-responsive to the RFFB.

### 4. PRE-BID Queries/Meeting (*SHA can conduct pre bid meeting, if required, if deemed not necessary, SHA can only ask for pre-bid queries and provide response to the same*)

4.1. SHA shall organize a pre-bid meeting with the prospective bidders as per details provided in the Part I and may respond to any request for clarifications on, and/or modifications of this RfFB. It may formally respond to the pre-bid queries after the pre-bid meeting as mentioned in the Part I. Only persons, duly authorized by the Bidder, will be allowed to participate in the pre-bid meeting

## 5. BID EVALUATION

- 5.1 Financial bids will be opened at (*Insert Place, date and time*). Agencies are at liberty to be present personally or through their authorized representative/virtually (1 representative per bidder) at the time of opening of financial bids.
- 5.2 The financial bids will be valid as indicated in Part 1.
- 5.3 SHA will award the contract to the bidder whose financial bid has been determined to be substantially responsive to the RfFB document and who has offered the lowest financial bid. Such bidder will be called the “successful bidder”.
- 5.4 SHA reserves the right to accept, reject or cancel all or any of the bids without assigning any reason whatsoever.
- 5.5 SHA the right to award the work for recruitment to one or more than one bidder in part or full if felt necessary, at the lowest rate, terms & conditions.
- 5.6 The period of contract will be as indicated in Part 1. The contract may be extended as indicated in Part 1, upon consideration of the facts and circumstances existing at relevant period. The decision of the **SHA** in this regard shall be final and binding.

## 6. AWARD OF ASSIGNMENT

- 6.1 The assignment will be awarded to the successful bidder by issuing Letter of Award
- 6.2 All the terms and conditions as stated in the RfFB and clarification issued by *SHA* would constitute the terms of contract.
- 6.3 The successful bidder is expected to commence the assignment on the date and at the location to be specified in the contract to be signed with the *SHA* and on the terms & conditions specified therein.
- 6.4 Adherence to time limits will be crucial.

## 7. COMMUNICATION OF ACCEPTANCE

- 7.1 Acceptance of offer by the successful bidder to be communicated by registered letter/ speed post / fax / e-mail or a formal letter (*SHA may decide the mode*) in the format at Annexure no 2.
- 7.2 The **Agency** will also submit Performance Security Deposit as mentioned later in this document.

## 8. VOLUME OF WORK/TASK/

- 8.1 The volume of work is as per Annexure I

## 9. INDEMNITY

- 9.1 The **Agency** shall keep indemnified and hold harmless, SHA/NHA and its officials from and against all and any claims, demands, losses, damages, penalties, expenses and proceedings connected with the implementation of the contract or arising from any breach or non-compliance whatsoever by the **Agency** or any of the persons deployed by it pursuant hereto of or in relation to any such matter as aforesaid or otherwise arising from any act or omission on their part, whether willful or not, and whether within or without the premises.

## 10. PERFORMANCE SECURITY DEPOSIT

- 10.1 The successful bidder shall furnish Performance Security for an amount equal or equivalent to *...5-10 % (apply as per prevalent state financial rules)* of the total value of the financial bid to ensure due performance of the contract within fifteen (15...) days from the date of receipt of Letter of Award from SHA. The Performance Security Deposit shall be furnished through demand draft drawn on a nationalized bank, in favour of “*...SHA*” and payable at “*....(City Name)*”.
- 10.2 The Performance Security Deposit will be returned after a period of 60 days of expiry of the contract on completion of satisfactory services. The decision as to what constitutes “unsatisfactory service” shall solely lie with *SHA* and shall be final and binding
- 10.3 The successful bidder shall keep Performance Security valid up to and 2 months beyond the tenure of assignment.

## 11. OTHER TERMS AND CONDITIONS

- 11.1 Rights to the content of the bid – For all the bids received before the last date and time of bid submission, the bids and accompanying documents of the financial bid will become the property of the SHA and will not be returned after opening of the financial bids. SHA is not restricted in its right to use or disclose any or all of the information contained in the bid to government agencies and can do so without any compensation and prior communication to the bidder.
- 11.2 Acknowledgement of understanding of terms – By submitting a bid, each bidder shall be deemed to acknowledge that he/she has carefully read and understood all para of this RfFB, including all forms, schedules and annexures hereto, and has fully informed itself of all existing conditions and limitations.

## 12. Commencement, COMPLETION, MODIFICATION, AND TERMINATION OF CONTRACT

- 12.1. **Provision of services:** The **Agency** will provide Health Facility Empanelment Support Services to *...SHA* as per the terms and conditions of the contract (to be signed between the **Agency** and *SHA*)
- 12.2. **Expiration of contract:** Unless terminated earlier, the contract shall expire at the end of such time period after the date of signing of contract as specified in the contract
- 12.3. **Subletting/Subcontracting:** The **Agency** shall not sublet, transfer or assign the assignment or any core functions thereof to any other party. In the event of the **Agency** contravening this condition, the *SHA* shall be entitled to terminate the contract and get the assignment completed through other party, at the risk and cost of the **Agency**. In such case the Performance Security Deposit of the **Agency**, will be forfeited.
- 12.4. The *... SHA* may upon receipt of a written request from the **Agency** for extending the period of contract, may extend the period of contract for reasons to be recorded in writing. Both parties should agree in writing for extending the contract beyond its Term.

## **12.5. Termination of contract**

**12.5.1 : By .....** *SHA*: *SHA* may terminate the assignment, by not less than fourteen (30) days written notice of termination to the **Agency**, to be given after the occurrence of any of the events specified below :

- 12.5.1.1 If the **Agency** commits breach of any of the conditions/terms contained in the RfFB or does not remedy/ rectify a failure in the performance of their obligations under the contract.
- 12.5.1.2 If the **Agency** becomes insolvent or bankrupt
- 12.5.1.3 If the **Agency** is no longer empaneled by NHA due to de-empanelment by NPC-QCI
- 12.5.1.4 If **Agency** is unable to perform a material portion of the Services for a period of not less than Seven (7) days; or
- 12.5.1.5 If *SHA*, in its sole discretion, decides to terminate the contract
- 12.5.1.6 In the event of termination on unsatisfactory service or in violation of any of the terms and conditions, Performance Security Deposit shall stand forfeited without prejudice in addition to any other action the .. *SHA* may take as deemed fit including banning of **Agency** for a period of 2 years from participating in any RFFB/RFP published by the..STATE. *SHA* shall also request NHA to de-empanel and take appropriate action on the said **Agency**
- 12.5.1.7 The letter from *SHA* communicating the termination of contract shall clearly mention the reason for termination of contract.

## **13. OBLIGATIONS OF THE AGENCY**

**13.1.** The **Agency** shall perform the Services, and carry out their obligations with all honesty and integrity, due diligence, efficiency, and economy in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The **Agency** shall always act, in respect of any matter relating to this contract, as faithful adviser to *SHA*, and shall at all times support and safeguard *SHA*'s legitimate interests in any dealings with the any third parties.

**13.2.** The **Agency** not to Benefit from Commissions, Discounts, Recruitment Fee etc.

13.2.1 The **Agency** shall not accept for their own benefit any trade commission, discount, or similar payment or any other benefits in connection with activities under the contract from any source other than the nodal authority, and the **Agency** shall use their best efforts to ensure that it's own personnel or any person engaged by the **Agency** to carry out specific functions shall not receive any such payment/benefit.

13.2.2 Neither the **Agency** nor their personnel shall engage, either directly or indirectly, in any such activities which conflicts with their role under the contract.



### **13.3 Confidentiality and Non-disclosure:**

13.3.1 **Agency** shall not, without prior written consent of *SHA*, at any time divulge or disclose to any person or use for any purpose unconnected with the execution of the contract, any information concerning the services, proprietary material except to their respective officers, directors, employers, agents, representatives and professional advisors on a need to know basis or as may be required by any law, rule, regulation or any judicial process.

13.3.2 This section shall not apply to information:

13.3.2.a: Already in the public domain, otherwise than by breach of this contract

13.3.2.b: Already in the possession of the **Agency** before it was received from the *SHA* in connection with the contract and which was not obtained under any obligation of confidentiality; or

13.3.2.c: Obtained from a third person or entity who is free to divulge the same and which was not obtained under any obligation of confidentiality.

The **Agency** shall obtain *SHA's* prior approval in writing wherever necessary.

13.3.3 Documents submitted by the **Agency** will be the property of SHA. All plans, charts, specifications, designs, reports, and other documents and softcopies/hardcopies submitted by the **Agency** shall become and remain the property of SHA. The **Agency** may retain a copy of such documents for future use.

### **14 OBLIGATIONS OF THE SHA**

14.1 to make timely payments to the Agency for its services as per quoted rates

14.2 *SHA* shall provide the **Agency** such reasonable assistance as may be required to meet the obligations under the contract.

### **15 PAYMENTS TO THE AGENCY**

The **Agency** will be paid monthly as per financial parameter mentioned in financial bid format. Agency is required to raise the invoice monthly for number of health facility audits carried out for payment

### **16 CORRUPT OR FRAUDULENT PRACTICES**

16.1 *SHA* expects the highest standard of ethics during the selection and execution of obligations under the contract.

16.2 In pursuance of the above objective, the following defines, for the purposes of this provision, the terms set forth below

16.2.1 "Corrupt practice" means the offering, giving, receiving or soliciting anything of value to influence the action of a public official in the selection process or in contract execution. It also includes actions on the part of the agency/staff engaged by the agency to influence selection or rejection of any candidate other than purely on merit and as per selection criteria.

16.2.2 "Fraudulent practice" means (i) misrepresentation or omission of facts in order to influence the bid selection process or the execution of the contract to the detriment of SHA, (ii) submission of forged documents in connection with this call for financial bid.

16.2.3 "Collusive practice" means a scheme or arrangement between two or more bidders, with or without the knowledge of *SHA*, prior to or after bid submission, designed to establish bid prices at artificially non-competitive levels.

16.2.4 “Coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process, or affect the execution of contract.

16.3 It is further provided that *SHA* will reject the bid, and/or forfeit the Performance Security Deposit, as the case may be, and take any other action as deemed fit including blacklisting **Agency** for a period of 2 years if it is found that **Agency** has engaged in any of the practices mentioned in para 16.2. Further, the State/UT Health Mission/... (any other agency) may report the same to NHA, NPC, QCI or any other appropriate authority for appropriate action.

16.4 *SHA* reserves the right to inspect the accounts and records of the **Agency** relating to the performance under the contract and to have them audited by auditors appointed by *SHA/NHA/other government agencies*

17 **FORCE MAJEURE** - For the purposes of the contract, “force majeure” means any unforeseen event directly interfering with the services during the currency of the contract such as war, insurrection, restraint imposed by the government, act of legislature or other authority, explosion, accident, strike, riot, lockout, act of public enemy, act of God, act of terrorism, sabotage, or any other event, which is beyond the reasonable control of either party and which makes either party’s performance of its obligations under the contract illegal, impossible or so impractical as to be considered impossible under the circumstances.

17.1 The obligations of *SHA* and the **Agency** shall remain suspended if and to the extent that they are unable to carry out such obligations owing to force majeure or reasons beyond their control.

17.2 The failure of a party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, the contract in so far as such inability arises from an event of force majeure, provided that the concerned/defaulting party affected by such an event: (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of the contract, and (b) has informed the other party, in writing, as soon as possible about the occurrence of such an event.

17.3 If the event extends for a period in excess of 30 days in the aggregate, either party may immediately terminate the contract upon written notice.

17.4 The **Agency** is entitled to the payments for the portion of the work already completed before the occurrence of any event constituting force majeure culminating in termination of contract. Decision of *SHA* in this regard will be final.

## 18 RELATIONSHIP OF THE PARTIES

In fulfilling the obligations under the contract, the **Agency** shall at all times act as an independent entity. The contract does not in any way create a relationship of principal and agent between *SHA* and the **Agency**. The **Agency** shall not act or attempt or represent itself as an agent of the *SHA*. The employees of the **Agency** shall never, under any circumstances whatsoever, be entitled to claim to be the employees of the *SHA*

## 19 ARBITRATION

All disputes, if any, arising amongst the *SHA* and **Agency** shall be resolved by arbitration in consonance with the provisions of the Arbitration and Conciliation Act, 1996. The arbitration shall be conducted in the..... language

and the venue of the arbitration shall be in ..(city name)..... The sole arbitrator will be appointed by the *SHA*, and the decision of the sole arbitrator in this regard will be final and binding.

## **20 JURISDICTION**

The sole jurisdiction over any matters arising in connection with any actions or proceedings arising out of or in relation to this RfFB and subsequent contract shall be with the Courts of (...city name) only.

## **Annexure to the Request for Financial Bid Document**

***Annexure 1:*** Details of Scope of Work

***Annexure 2:*** Format for submission of financial bid by the empanelled bidders

***Annexure 3:*** Schedule of Payment

## **Annexure 1** **Scope of Work**

*This is indicative in nature, SHAs are required to edit this list based on its requirement accordingly*

### 1. Hospital Empanelment

The supply of health care services under PM-JAY must be ensured through pre-selected, well equipped and well-prepared hospitals to deliver the benefits. Also, the hospitals must be distributed widely enough over the geography so as to ensure optimal accessibility to the eligible families.

In order to cater to the increased demands under PM-JAY and also to ensure quality care to the beneficiaries, it is imperative to maintain and grow a network of hospitals that also conform to the quality standards and criteria. This leads to the need of empanelment of hospitals on a pre-emptive basis so that beneficiaries are certain of their rights being honoured in the most convenient, cashless and quality manner. The detailed criteria for empanelment are available on [www.pmjay.gov.in](http://www.pmjay.gov.in).

However, due to a large number of stakeholders at the field, the scheme is faced with challenges at the implementation level. Some of the key objectives and features of assignment from a medical point of view are:

- a. Hospital empanelment and de-empanelment should be transparent and more and more good hospitals/health facilities shall be empanelled empanelled and subsequently their claims should be settled within given timeframe.
- b. Beneficiaries should not be denied cashless treatment on grounds such as non-functioning equipment, out of pocket expenses prior to initiating treatment, unavailability of services as compared during the hospital empanelment process
- c. Hospitals should not provide unauthorized/inappropriate treatment

### 2. Continuous quality improvement and other incentives to empanelled hospitals

The PM-JAY incentivises the empanelled hospitals to continuously strive for the attainment of higher quality standards. These incentives are certainly a motivation for the hospitals to attain the said quality standards. The following incentives are being provided under PM-JAY to the hospitals over and above the package rates

- At the time of empanelment, a hospital need not be NABH accredited but if during the course of association with PM-JAY a hospital attains entry level NABH accreditation, it is paid 10 per cent higher package rates. Similarly, the hospital attaining a full accreditation is paid 15 percent higher.
- Hospitals attached to teaching institutions (medical, PG and DNB courses) are entitled for 10 per cent higher packages.
- Also, to promote the hospitals to reach out to the beneficiaries in underserved areas, PM-JAY has come up with 10% higher package rates for hospitals which are situated in aspirational districts.

### 3. Need for Facility Assessment and handholding within PMJAY

The objective of this assessment is

- To assess the gaps in Infrastructure, HR and training, Drugs and supplies, equipment, and data management systems at health facility level.
- To assess the readiness of the facilities to deliver the services as envisaged in NHA guidelines and quality of client care provided in these health facilities.
- Support SHAs in carrying out empanelment of health care facilities

All facility level data will be collected as per the checklist provided by NHA and will be uploaded on the online tool by the agency along with requisite evidence.

Note: This RFE document lists down illustrative requirements only for the purpose of empanelment, so as to provide an indication to the bidders on the nature of assessment which is expected. The actual assessment type, process, activities, data details, timelines and related information would be provided to the selected agencies.

#### 4. Scope of Audit

Activities, identified so far, under the two objectives above, are broadly as follows:

NHA can change/ add additional assessments, as well as modify the assessment parameters, and activities periodically based on the requirements and the status of the program rollout/ issues observed in empanelled hospital operations.

**Note:**

- The assessment categories, activities, sample type and periodicity are illustrative in nature and exact scope shall be shared in due course with the empanelled agencies.

The indicative areas of assessment are tabulated below:

No	Key Assessment Areas	Sub areas
1	INFRASTRUCTURE	1. Physical infrastructure of the building <ol style="list-style-type: none"> <li>OP facilities</li> <li>Inpatient facilities</li> <li>Day care facility</li> <li>Labour room services</li> <li>Surgical service facilities in OT and post operative areas</li> <li>Linens, PPEs, Consumables, etc.</li> <li>Tools and Equipment</li> <li>Cold chain equipment</li> <li>Pharmacy/ Drugs and Supplies</li> <li>Laboratory facility</li> <li>Imaging facilities</li> <li>Dialysis facility</li> <li>Intensive care facility</li> <li>COVID management facilities</li> </ol>

No	Key Assessment Areas	Sub areas
		<ol style="list-style-type: none"> <li>2. Communications (phone, computer, internet etc.) for timely submission of data as required under PMJAY</li> <li>3. Ambulance/Transport for Emergencies</li> <li>4. Power and Water Supply</li> <li>5. Basic patient amenities</li> <li>6. Biomedical and General waste management, including ETP, STP</li> <li>7. Medical gases and manifold service facility</li> </ol>
2	SERVICES AVAILABLE	<ol style="list-style-type: none"> <li>1. Care in pregnancy and child-birth</li> <li>2. Neonatal and infant health care services</li> <li>3. Childhood and adolescent health care services including immunization</li> <li>4. Family planning, Contraceptive services and Other Reproductive Health Care</li> <li>5. Management of Common CDs and General Out-patient care for acute simple illnesses and minor ailments</li> <li>6. Management of CDs: National Health Programmes</li> <li>7. Prevention, Screening and Management of NCDs</li> <li>8. Screening and Basic management of Mental health ailments</li> <li>9. Care for Common Ophthalmic and ENT problems</li> <li>10. Basic oral health care</li> <li>11. Geriatric and palliative health care services</li> <li>12. Relevant Trauma Care and Emergency Medical services</li> </ol>
3	HUMAN RESOURCE	<ol style="list-style-type: none"> <li>1. Required versus available positions</li> <li>2. Qualification of the staff (clinical, non-clinical, technical)</li> <li>3. Type of appointment (permanent/temporary etc.)</li> <li>4. Training</li> </ol>
4	PROCESSES AND SERVICE OUTPUT	<ol style="list-style-type: none"> <li>1. Legal clearances</li> <li>2. Patient flow process</li> <li>3. Clinical care flow process</li> <li>4. Infection prevention and control practices</li> <li>5. Sterilization services</li> <li>6. Processes for equipment reuse</li> <li>7. Pharmacy Services</li> <li>8. Service quality output</li> <li>9. Outsourced services and contract management for committed service delivery; such as for support and utility services</li> </ol>

No	Key Assessment Areas	Sub areas
5	HANDHOLDING SUPPORT	10. Guide the hospitals/ facilities to comply the requirements



## Annexure 2

### FORMAT FOR SUBMITTING FINANCIAL BID BY EMPANELLED AGENCIES

(To be submitted on organization's letterhead under signature of the authorized person)

To,

(Address of the Designated Officer in SHA)

Subject: Submission of Financial bid in response to 'RfFB' from (full title of RFFB)

Dear Sir/Madam,

Having examined the RfFB, annexures and addenda number ..., thereto, we, the undersigned in conformity with the RFFB offer to provide the said services on terms of reference to be signed upon the award of contract for the same indicated as per financial bid.

- 5 We have read the provisions of the RfFB and confirmed that these are acceptable to us. We further declare that additional conditions, deviations, suggestions, if any in our bid shall not be given effect to.
- 6 We hereby confirm that the information submitted is correct to the best of our knowledge and belief.
- 7 Our agency has been empanelled by the National Health Authority for supporting SHAs in empanelment of healthcare facilities mainly for implementation of PM-JAY.
- 8 Our agency has not been debarred by any Govt. organization/PSU/ bilateral or multilateral UN agency in the last 5 Financial Years.
- 9 In case any information/document submitted by us is found to be false, fake or incorrect, .... SHA is free to take action against our agency as deemed fit by them.
- 10 I/We hereby affirm that during the currency of our contract with .... SHA, we will not engage in any activity that may conflict with the terms and conditions of the contract. We will also maintain highest standards of integrity in performance of the contract.
- 11 Our attached Financial Bid (in one sealed envelope) is for the sum of [Insert amount(s) in words and figures]. This amount is inclusive of all taxes.
- 12 Our Financial bid shall be binding upon us up to expiration of the validity period of the bid, i.e. till XXXXXXXX .

(Signature of Authorized person with seal)

Date:

Place

**Note: A signed copy of the RfFB documents as acceptance of all terms and conditions of the RFFB is to be enclosed along with the bid.**

**Attached herewith;**

1. Agency details
  - a) Name of the agency, address with telephone and fax no.
  - b) Details of registration/ incorporation under Companies Act (attach copies of Memorandum and Articles of Association, Certificate of Incorporation attested on each page by authorized signature and seal of organization)
  - c) Organization structure with location details in India and human resource details.
  - d) Annual turnover of last three financial year (copy of audited financial statement of last 3 years to be enclosed)
  - e) PAN No. (attach copy of PAN Card)
  - f) Service Tax Registration No. (attach evidence copy of Service Tax Registration Certificate)
2. Power of attorney for signing of financial bid
3. Copy of empanelment letter from NPC as Empanelled Organization (EO) and implementation partner with NPC to assist healthcare facilities as result of empanelment notice No. 11008, dated 31<sup>st</sup> January 2021, issued by NPC

**Financial Bid Format**

**Name of RfFB: RfFB from .... (full title of the RfFB)**

**Bid Details (Excluding Taxes, Duties, etc)**

(Amount in Rs)

SI No	Financial Parameter	Total Amount per Position (C)
	<i>“Cost of Carrying out Health Facility Audit for Empanelment under PM-JAY in .....State”</i>	
	<b>Total Amount</b>	
	<b>Total Amount in Words:</b>	

**Note:**

1. The above amount shall be deemed to include all amounts payable for the use of patents, copyrights, registered charges, trademarks and payments for any other intellectual property rights, exclusive of taxes and statutory levies.
2. Bidder must submit their financial bid for the complete scope of work.
3. above cost is inclusive of all costs, overheads, charges profits etc, no separate payment will be made in this regard.
4. The total cost will be considered for the purpose of evaluation for selection of successful bidder.

Taxes will be as per actual for which the agency will provide receipts as proof of deposit

Signature of the authorized signatory

Name:

:

Name & Address of the Bidder:

Date:

Seal:

**Format for power of attorney for signing the financial bid**

Power of attorney

(On stamp paper of relevant value)

Know all men say there present, we ..(name of organizations and address of the registered office) do hereby appoint and authorize Mr/Ms .....(full name and residential address) who is presently employed with us and holding the position of .....as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or to our bid for 'Request for Financial Bid (RfFB)) {*name of financial bid*}, in response to the financial bids invited by *SHA*, including signing and submission of all documents and providing information/responses to *SHA* in all matters in connection with our financial bid.

We hereby agree to rectify all acts, deeds and things lawfully done by our said attorney pursuant to this power of attorney and that all acts, deeds and things done by our aforesaid attorney, shall and shall always be deemed to have been done by us.

Dated this ...day of..., 20XX

For ....

(Signature)

(Designation and address)

Accepted

(Signature)

(Name, title and address of the attorney)

Date:

Note:

1. 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 then it is so required the same should be under common seal affixed in accordance with the required procedure.
2. Also, wherever required, the bidder should submit verification, the extract of the charter document and documents such as a resolution of power of attorney in favour of the power executing this power of attorney for the delegation of power on behalf of the bidder.
3. In case the financial bid is signed by an authorized Director/Partner or Proprietor of the bidder, certified copy of the appropriate resolution document conveying such authority may be included in the power of attorney.

(on the letterhead of the organization)

**No debarment certificate**

This is to certify that ...(name of organization) , having registered office at ..(address of registered office), as on date of submission of the financial bid, has not been debarred by any Government organization/PSU/bi-lateral or multilateral/UN agency from handling recruitment process in the last 5 Financial Years.

Signature

Name of the authorized signatory:

Designation:

Seal of the organization

**Draft Letter of Award**

File No

Dated: \_\_\_\_\_

To

Authorized signatory

**Agency**

Subject: Letter of Award (LoA) for the financial bids submitted in response to Request for Financial Bid (RFFB) (full title of RFFB)

Ref:

1. Request for Financial Bid (RFFB) from (full title of RFFB) .. on ... (date of publication of RFFB)
2. Corrigendum published on ..
3. Corrigendum published on ...
4. **Agency** for ..... services for State/UT Health Mission / (.. any other agency)

Sir,

The undersigned has been directed to issue this Letter of Intent (LoA) against proposal and subsequent documents submitted by your organization in response to the Request for Financial Bid (RfFB) from .. (full title of RfFB) published on .... (date)

2. The detailed scope of work and other terms and conditions given in the RFFB and subsequent corrigenda thereon would form part of the contract to be signed between *SHA* and .. (name of successful bidder).
3. The Contract Value for the entire contract period, based on the rates quoted by your organization, (inclusive of taxes) will be Rs .. (in figures) (Rupees .. in words).
4. The date of commencement of this project would be the date of issue of LoA. You are requested to submit the Performance Security Deposit for an amount equivalent to ..% of contract value through Demand Draft drawn on a nationalized bank in favour of .. and payable at ... within 15 days from the issue of this letter.

Authorized signatory

*SHA*

**Draft Contract  
Between  
SHA and Agency**

This contract is made on this day of .....(month)..... (year) between *SHA* and ....., hereinafter called **Agency** as per the following terms and conditions:

- 1. Services to be provided: As per Part II**
- 2. Volume of Work**

Details of vacancies to be filled and mode of recruitment is as mentioned in **Annexure 1**

**3. Reporting & Coordination:**

The list of will be handed over by the **Agency** to CEO/Designated officer SHA after completion of the process. This list/lists will be put up on the websites of State/UT Health Mission/(..any other agency)/published for public information in at least two national/regional news papers by the respective authorities.

**4. Duration of Contract**

The duration of contract shall be for a period of Three Year from the date of signing the contract. In case the recruitment process is not completed within the contract period, the contract may be extended by the parties, based on mutual consent, at the same rates.

**5. Relationship of the parties**

In fulfilling the obligations under the contract, the **Agency** shall at all times act as an independent entity. The contract does not in any way create a relationship of principal and agent between *SHA* and the **Agency**. The **Agency** shall not act or attempt or represent itself as an agent of the *SHA*. The employees of the **Agency** shall never, under any circumstances whatsoever, be entitled to claim to be the employees of the *SHA*

**6. Obligations of the Agency**

- 6.1. The **Agency** shall perform the Services, and carry out their obligations with all honesty and integrity, due diligence, efficiency, and economy in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The **Agency** shall always act, in respect of any matter relating to this contract, as faithful advisers to *SHA*, and shall at all times support and safeguard *SHA's* legitimate interests in any dealings with the third parties
- 6.2. The Agency not to Benefit from Commissions, Discounts, Recruitment Fee etc.**

- 6.2.1. The **Agency** shall not accept for their own benefit any trade commission, discount, or similar payment or any other benefits in connection with activities under the contract from any source other than the nodal authority, and the **Agency** shall use their best efforts to ensure that its own personnel or any person engaged by the **Agency** to carry out specific functions shall not receive any such payment/benefit.
- 6.2.2. Neither the **Agency** nor their personnel shall engage, either directly or indirectly, in any such activities which conflicts with their role under the contract.
- 6.3. **Confidentiality and Non-disclosure:** **Agency** shall not, without prior written consent of **SHA**, at any time divulge or disclose to any person or use for any purpose unconnected with the execution of the contract, any information concerning the services, proprietary material except to their respective officers, directors, employers, agents, representatives and professional advisors on a need to know basis or as may be required by any law, rule, regulation or any judicial process.

This section shall not apply to information:

- 6.3.1. Already in the public domain, otherwise than by breach of this contract
- 6.3.2. Already in the possession of the **Agency** before it was received from the **NHA** in connection with the contract and which was not obtained under any obligation of confidentiality; or
- 6.3.3. Obtained from a third person or entity who is free to divulge the same and which was not obtained under any obligation of confidentiality.
- 6.4. The **Agency** shall obtain **SHA**'s prior approval in writing wherever necessary.
- 6.5. Documents submitted by the **Agency** will be the property of **SHA**. All plans, charts, specifications, designs, reports, and other documents and softcopies submitted by the **Agency** shall become and remain the property of **SHA**. The **Agency** may retain a copy of such documents for future use.

## 7. Obligations of the **SHA**

to make timely payments to the Agency for its services as per quoted rates

**SHA** shall provide the **Agency** such reasonable assistance as may be required to meet the obligations under the contract.

## 8. PAYMENTS TO THE AGENCY

The **Agency** will be paid monthly as per financial parameter mentioned in financial bid format. Agency is required to raise the invoice monthly for number of health facility audits carried out for payment

## 9. CORRUPT OR FRAUDULENT PRACTICES

- 9.1. **SHA** expects the highest standard of ethics during the selection and executions of duties.
- 9.2. In pursuance of the above objective, the following defines, for the purposes of this provision, the terms set forth below as follows:
  - 9.2.1. "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in



contract execution. It also includes actions on the part of the agency/staff engaged by the agency to influence selection or rejection of any candidate other than purely on merit and as per selection criteria;

- 9.2.2. "Fraudulent practice" means misrepresentation or omission of facts in order to influence a selection process or the execution of a contract to the detriment of **SHA**. Submission of forged documents in connection with the request for financial bid and/or contract.
  - 9.2.3. "Collusive practice" means a scheme or arrangement between two or more **Agency**, with or without the knowledge of **SHA** (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and
  - 9.2.4. "Coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of contract.
- 9.3. It is further provided that **SHA** will terminate the contract, forfeit the Performance Security and take any other action as deemed fit including blacklisting the **Agency** for a period of 2 years if it is found that the **Agency** has engaged in any of the practices mentioned in para 18.2.
- 9.4. **SHA** reserves the right to inspect the accounts and records of the **Agency** relating to the execution of this contract and to have them audited by auditors appointed by **SHA**.

## 10. Propriety

**SHA** shall provide the **Agency** such reasonable assistance as may be required in order to carry out the assignment.

## 11. Commencement, Completion, Modification, and Termination of contract

11.1. **Provision of services:** The **Agency** will provide Health facility Empanelment Services to ....**SHA** as per the terms and conditions of the contract (to be signed between the **Agency** and ....**SHA**

11.2. **Expiration of contract:** Unless terminated earlier, the contract shall expire at the end of such time period after the date of signing of contract as specified in the contract

11.3. **Subletting:** The **Agency** shall not sublet, transfer or assign the assignment or any core functions thereof to any other party. In the event of the **Agency** contravening this condition, the **SHA** shall be entitled to terminate the contract and get the assignment completed through other party, at the risk and cost of the **Agency**/...(any other agency). In such case the Performance Security Deposit of the **Agency**, will be forfeited.

11.4. The ..... **SHA** may upon receipt of a written request from the **Agency** for extending the period of contract, may extend the period of contract for reasons to be recorded in writing. Both parties should agree in writing for extending the contract beyond its Term.

### 11.5. Termination of contract

11.5.1. By .....**SHA**: The **SHA** may terminate the assignment, by not less than Fourteen (14) days written notice of termination to the Recruitment Agency, to be given after the occurrence of any of the events specified below:

11.5.1.1. If the **Agency** commits breach of any of the conditions/terms contained in the RFFB or does not remedy/ rectify a failure in the performance of their obligations under the contract.

11.5.1.2. If the **Agency** becomes insolvent or bankrupt;

11.5.1.3. If the Agency is no longer empaneled by NHA due to de-empanelment by NPC-QCI

11.5.1.4. If **Agency** is unable to perform a material portion of the Services for a period of not less than Seven (7) days; or

11.5.1.5. If **SHA**, in its sole discretion, decides to terminate the contract.

- 11.5.2. In the event of termination on unsatisfactory service or in violation of any of the terms and conditions, Performance Security Deposit shall stand forfeited without prejudice in addition to any other action the **SHA** may take as deemed fit including banning of **Agency** for a period of 2 years from participating in any RFFB/RFP published by the SHA/State
- 11.5.3. The letter from **SHA** communicating the termination of contract shall clearly mention the reason for termination of contract
- 11.5.4. In both the cases, termination by the **SHA**, the **SHA** is free to assign the work to another agency
12. Any changes in the terms of this contract can only be made in writing and by mutual agreement. This contract, its meaning and interpretation, and the relation between the Parties shall be governed by the laws, for the time being in force in India.
13. Any notice, request, or consent made pursuant to this contract shall be in writing and shall be deemed to have been made when delivered in person or sent by registered/speed post/courier to an authorized representative of the Party.
14. The Services shall be performed at such locations as specified by the **SHA** from time to time.
15. Any action required or permitted to be taken, and any document required or permitted to be executed, under this contract by the **SHA** or the **Agency**, may be taken or executed by the officials authorized.
16. Unless otherwise specified, the **Agency**, and their Personnel shall pay such taxes, duties, fees etc. as may be levied under Central/State law and the same will not be reimbursed by the **SHA**.
17. **FORCE MAJEURE** -For the purposes of the contract, “force majeure” means any unforeseen event directly interfering with the services during the currency of the contract such as war, insurrection, restraint imposed by the government, act of legislature or other authority, explosion, accident, strike, riot, lockout, act of public enemy, act of God, act of terrorism, sabotage, or any other event, which is beyond the reasonable control of either party and which makes either party’s performance of its obligations under the contract illegal, impossible or so impractical as to be considered impossible under the circumstances.
- 17.1. The obligations of **SHA** and the **Agency** shall remain suspended if and to the extent that they are unable to carry out such obligations owing to force majeure or reasons beyond their control.
- 17.2. The failure of a party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, the contract in so far as such inability arises from an event of force majeure, provided that the concerned/defaulting party affected by such an event: (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of the contract, and (b) has informed the other party, in writing, as soon as possible about the occurrence of such an event.
- 17.3. If the event extends for a period in excess of 30 days in the aggregate, either party may immediately terminate the contract upon written notice.
- 17.4. The **Agency** is entitled to the payments for the portion of the work already completed before the occurrence of any event constituting force majeure. The terminating party shall be responsible for the termination of contract. Decision of State/UT Health Mission/..(any other agency) in this regard will be final.

**18. INDEMNITY**

The **Agency** shall keep indemnified and hold harmless, .....**SHA** and its officials from and against all and any claims, demands, losses, damages, penalties, expenses and proceedings connected with the implementation of the contract or arising from any breach or non-compliance whatsoever by the **Agency** or any of the persons deployed by it pursuant hereto of or in relation to any such matter as aforesaid or otherwise arising from any act or omission on their part, whether wilful or not, and whether within or without the premises. Agency is responsible for all required compliance regarding towards applicable labor laws, rules or any other laws or rules as result of providing services under this contract

**19. ARBITRATION**

All disputes, if any, arising amongst the **SHA** and **Agency** shall be resolved by arbitration in consonance with the provisions of the Arbitration and Conciliation Act, 1996. The arbitration shall be conducted in the.....language and the venue of the arbitration shall be in ..(city name)..... The sole arbitrator will be appointed by the **SHA**, and the decision of the sole arbitrator in this regard will be final and binding.

**20. JURISDICTION**

The parties hereby irrevocably consent to the sole jurisdiction of the Courts of .....only in connection with any actions or proceedings arising out or in relation to this contract.

**21. Acceptance and Signature:**

If the above mentioned terms and condition are acceptable, kindly return the contract duly signed in duplicate to State/UT Health Mission.

Read and approved this.....day of.....20.....

(Signature of the designated nodal officer/CEO of **SHA**)

(Seal)

(Signature of the authorized signatory of the **Agency**)

(Name):

(Seal)

Name, Full Address & Signature of Witness  
Witness

Name, Full Address & Signature of

1.....

1.....

2.....

2.....