





EXPRESSION OF INTEREST  
FOR  
EMPANELMENT OF HOSPITALS

BID REFERENCE: EOI NO. KAPS/MED/EOI/00100/2017

Issued by

न्यूक्लियर पाँवर कॉर्पोरेशन ऑफ इंडिया लिमिटेड  
NUCLEAR POWER CORPORATION OF INDIA LIMITED  
(भारत सरकार का उद्यम A Government of India Enterprise)

काकरापार गुजरात स्थल KAKRAPAR GUJARAT SITE

अणुमाला-394651, ता. व्यारा, जिला तापी, गुजरात Anumala-394651, Ta. Vyara, Dist. Tapi, Gujarat

## **DISCLAIMER**

This Expression of Interest (EOI) is issued by the Nuclear Power Corporation of India Limited (NPCIL), A Central Public Sector Enterprise of the Department of Atomic Energy, Government of India.

This EOI is meant only for those Multi Speciality/ Super Speciality Hospitals which intend to submit their credentials in line with the terms and conditions set forth in EOI documents. Whilst the information in this EOI has been prepared in good faith, it is not and does not purport to be comprehensive or to have been independently verified.

The information in this EOI is selective. Each interested bidder must conduct its own analysis of the information contained in this EOI or to correct any inaccuracies therein that this EOI may contain and is advised to carryout its own investigation into the proposed empanelment for Hospitals.

The interested Hospitals may apply on the prescribed application format given at Annexure-I. An agreement of this EOI detailing all terms and conditions for availing the medical facility shall be signed between the NPCIL and the Hospital. No deviation to terms and conditions indicated in the agreement shall be accepted.

## 1. **KAKRAPAR GUJARAT SITE – AN INTRODUCTION**

NPCIL, a premier Central Public Sector Enterprise under the Department of Atomic Energy, Government of India is having comprehensive capability in all facets of nuclear technology namely, Site Selection, Design, Construction, Commissioning, Operation, Maintenance, Renovation, Modernization & Up-gradation, Plant Life extension, Waste Management and Decommissioning of Nuclear Reactors in India under one roof.

### 1.1 **ABOUT KAKRAPAR ATOMIC POWER STATION :**

Kakrapar Atomic Power Station (KAPS) is situated on the River Tapi in South Gujarat region. It is about 85 Kms. from Surat and 18 Kms from Vyara on Surat – Bhusaval Western Railway line in Surat District of Gujarat state.

KAPS (Kakrapar Atomic Power Station) is fifth Atomic Power Plant in India. It is a twin module with a generating capacity of 220 MWe each. Each unit consists of a Reactor Building, a Turbine Building, a common service building and other common facilities. Moreover, two more Pressurized Heavy Water Reactors (PHWR) of 700 MWe are being constructed at the site for which about 85% of the construction work has already been completed.

Kakrapar Atomic Power Station has been certified for ISO 9001, ISO 14001 & IS 18000 for its Integrated Management System composed of Quality, Occupational Health, Safety and Environment. It has established IMS policy for the station. Nuclear Power Plants produce electricity by fission of heavy atoms like Uranium. The Kakrapar Atomic Power Station Unit 1 & 2 are in Commercial Operation since 6.5.1993 and 1.9.1995 respectively. Total number of employees of Kakrapar Gujarat Site is 1436 as on date.

1.2 KAPS has its own hospital at Kakrapar Township at Anumala. It caters to around 6000 beneficiaries. OPD and Indoor medical facilities are available at our hospital. Few patients are required to be referred to the secondary & tertiary level centers and higher diagnostic facilities for treatment and management which are not available with KAPS Hospital.

1.3 The Hospitals having advanced facilities in the surrounding area of KAPS are preferred for referring our patients.

## 2. **TERMS AND CONDITIONS:**

2.1 The treatment obtained from the empanelled hospitals will be considered as a part of extended medical facilities of the NPCIL Hospitals and cost of such treatment / investigations incurred will be paid directly by the NPCIL to the Hospitals.

2.2 The Hospitals shall provide medical facility to the medical beneficiaries of the NPCIL on the referrals made by the authorized signatory of the NPCIL Hospital.

- 2.3 The Hospital shall provide Tax Exemption Certificate prescribed under the Income Tax Act 1961 to the Company to avail tax exemption by the employees.
- 2.4 The empanelment of Hospitals will be based on the medical services requirement and locality as enumerated below. Our empanelment of hospital is for -
  - i. Tertiary care : Multi specialty /Super Specialty Hospitals preferably having NABH accreditation
- 2.5 The Empanelment Committee constituted by NPCIL – Kakrapar Gujarat Site will screen the hospitals which have given EOI and visit only screened in hospitals for further process of empanelment. The Hospitals Empanelment Committee will visit and inspect the hospitals based on the Annexure-II and give recommendations for empanelment.
- 2.6 Referral Letters signed by the Medical Officer-In-Charge or Authorized signatory will only be entertained for treatment.
- 2.7 The empanelment of hospitals will be normally for 03 (three) years & similarly the renewal of empanelment of Hospitals will also be normally for a period of 03 (three) years on mutual understanding.

3. **INSTRUCTIONS TO APPLICANTS:**

- 3.1 NPCIL floats this EOI for empanelment of Hospitals under one category subject to fulfilling the requirement as stated above.
- 3.2 Applicants are expected to examine carefully the contents of all the documents provided. Failure to comply with the requirements of EOI will be at the applicants' own risk.
- 3.3 It would be deemed that prior to the submission of the application, the applicant has :
  - i. Made a complete and careful examination of requirements and other information set forth in this EOI request documents.
  - ii. Received all such relevant information as it has requested from NPCIL.
- 3.4 The firm shall bear all costs associated with the preparation or delivery of its application.
- 3.5 Firm shall not disclose confidential information to any third party without prior written approval of NPCIL.
- 3.6 NPCIL reserves its rights to call for the supporting documents for verification if so deemed also cross-check for any details as furnished by the firm from their previous clients etc. Bidders shall have no objection whatsoever in this regard.
- 3.7 Corrupt & Fraudulent Practices : It is expected that Bidders / Contractors observe the highest standard of ethics during the execution of the contract in pursuance to the policy of "Corrupt & Fraudulent Practices" that is defined as follows :
  - i. "Corrupt Practice" means the offering, receiving or soliciting of anything of value to influence the action of public officer in the contract execution.
  - ii. "Fraudulent Practice" means a misrepresentation of facts to influence the execution of a contract to the detriment of NPCIL and includes collusive practices amongst the bidders (prior to or after bid submission) designed to establish bid process at artificial non-competition levels and to deprive NPCIL of the benefits of free and open competition.

NPCIL will reject a proposal for award of work, if it is determined that any bidder participating in a bid or the agency to which the work has been awarded is engaged in corrupt or, fraudulent practices as defined above.

- 3.8 NPCIL reserves the right to reject any application if :
- i) At any points of time, a material misrepresentation is made or uncovered for a firm.
  - ii) The firm does not respond promptly and thoroughly to requests for supplemental information required for this evaluation of the applications.

4. **RATES / TARIFF:**

- 4.1 The schedule of rates charged by the hospital should be comparable with CGHS rates notified for that city/capital city of the state.
- 4.2 Package rates (with all inclusive except for implants/stents/mesh etc.) will be considered. For medical branches separate rates would be charged for individual items as per CGHS rate list or as per agreed rates list if not available in CGHS rates.
- 4.3 CGHS package rates (Ahmedabad) will be considered if hospital agrees to provide services at CGHS rates.
- 4.4 CGHS rates list, if acceptable, will be applicable for semi private wards (2 beds). For the patients entitled for general wards, the rates will be 10% less whereas for private AC (single) it will be 15% more for package rates (as per CGHS norms). (The category of patient will be specified in reference letter).
- 4.5 The terms and conditions for empanelment of hospitals may be negotiated for the purpose of extending credit facility to NPCIL which will enable the beneficiaries to get the appropriate medical treatment without the necessity of cash payment.

5. **AGREEMENT:**

- 5.1 The final agreement will be signed by the Senior Manager / Manager (HR) of the NPCIL – Kakrapar Gujarat Site with the Hospitals, approved/finalized for empanelment in the prescribed format as at Annexure-IV.



5. Empanelment applied for:

a)		Multi specialty (General Purpose) ** ( Minimum three specialties)
b)		Super Specialty (One or more specialty)
c)		Dental care centre
d)		Super specialty Eye care

(Please tick the appropriate box)

Super Specialty – Specify specialty –

Cardiology, Cardiovascular and Cardiothoracic	
Surgery Neurology and Neurosurgery	
Urology – including dialysis and lithotripsy (Renal Transplant, if available)	
Orthopedic Surgery – including arthroscopic surgery and Joint Replacement	
Gastroenterology and GI Surgery (Liver Transplant, if available)	
Comprehensive oncology (includes surgery, chemotherapy and radiotherapy)	
Pediatrics and Pediatrics surgery	
Endoscopic surgery	
E.N.T. including specialized surgeries	
Any other (specify the name of the specialty)	

Note: Facilities for relevant diagnostic procedures/investigations should be available

Note : \*\*Multi specialty (General Purpose) – shall include General medicine, General Surgery, Obstetrics and Gynaecology, Paediatrics, Orthopaedics, ICU and Critical Care Units (ENT, Ophthalmology, Dental specialties desirable) and facilities for Radiology and in house laboratory and blood bank. These hospitals will not be considered for ONE Specialty / or selected specialties only. However, they can be considered for additional specialties in addition to General purpose treatment.

Signature of the Authorised Applicant



Dental Care Centre

Applied for

General Dentistry	
Special dental procedures – specialty specified	
Diagnostic procedure / investigations for Dental	

Super specialty Eye Care:

Applied for (specify)

a)	Cataract / Glaucoma	
b)	Retinal – Medical – Vitro retinal surgery	
c)	Strabismus	
d)	Occuloplasty & Adnexa & other specialized treatment	

6. Whether the hospital is recognized under any one or more of the following:

1.	Under CGHS/CS(MA)/CHSS of DAE, GOI, CHSS of DoS, GOI/ any CPSU	Yes		No.	
2.	Whether providing CGHS rates to any other specific organization	Yes		No	
3.	Under State Health Authority / Local Body	Yes		No	
4.	Under any Medical Health Insurance Organisation (If yes, specify)	Yes		No	
5.	Trust Hospital	Yes		No	

7.	Whether CGHS rates acceptable (Please fill Annexure III) Other information with full details shall be provided in separate sheets specified in the Annexure-II	Yes		No	
8.	Whether NABH accredited (Attach certificate with validity date & scope)	Yes		No	
9.	Total number of beds / ICU beds/ specialty wise beds/ super specialty wise beds				
10.	Any other relevant information				
11.	Rate list for various treatment / investigation is enclosed				

Signature of the Authorised Applicant

## Discount offered

1.	Discount offered on your hospital rate list for non-CGHS items (if required attach separate sheet)	%	
2.	Please provide the details of discount on CGHS rates, if any.	%	
3.	Whether duly endorsed hospital rate list is attached	Yes	No
4.	Details of discount offered on medicines for non-package patients	%	
5.	Discount offered on consumables/implants/stents/mesh etc for non-package patients. ( if required attach separate sheet)	%	
6.	Attached the list of full time specialists whose services will be available to our beneficiaries	Yes	No
7.	Attached the list of full time super specialists whose services will be available to our beneficiaries	Yes	No
8.	Attached the list of outsourced services with applicable charges & diagnostic centers for providing these services to our beneficiaries.	Yes	No
9.	Whether attached checklist for facilities /services available in your hospital (as annexure II)	Yes	No

Any other relevant information \_\_\_\_\_

\_\_\_\_\_

Signature of the Authorised Applicant

**Annexure II (Section A to Section I)**

**CHECK LIST FOR GR.II HOSPITALS**

**SECTION – A ( FOR MULTI SPECIALTY HOSPITALS)**

**CRITERIA FOR MULTI SPECIALTY HOSPITALS**

1. The hospital should have minimum 30 beds for Multi Specialty Hospitals and minimum 20 beds for Super Specialty Hospitals.
2. The hospital should have adequate regular doctors, nursing and para medical staff to meet the requirement of services and work load of the hospital on their role.
3. It should be able to provide emergency services.
4. The bed occupancy rate should be 50% in last one year
5. It should have standby power supply
6. It should have pathology laboratory/X-ray facilities.
7. It should have operation theatre with OT table, shadow less light, autoclave facilities, Boyle's apparatus /Anesthesia machine/Pulse Oxymeter and ECG monitor.
8. It should have blood bank support
9. It should have pharmacy/drugs store
10. It should have ambulance facility
11. It should have waste disposal system as per prescribed rules

Deviation /Additional information, if any, \_\_\_\_\_

\_\_\_\_\_

Signature of the Authorised Applicant

**SECTION – B (CARDIOLOGY HOSPITALS)**

**CRITERIA FOR CARDIOLOGY HOSPITALS**

1. It should have full time qualified Cardiologist on their role.
2. It should have qualified cardio-thoracic surgeon back up.
3. It should have separate cardiac ICU
4. It should have Cath. Lab. Facility
5. It should be performing minimum 200 angiography per year
6. It should be performing minimum 100 angioplasties per year

Deviation /Additional information, if any, \_\_\_\_\_

\_\_\_\_\_

Signature of the Authorised Applicant

**SECTION – C (HAEMODIALYSIS)**

**CRITERIA FOR DIALYSIS**

1. The hospital should have a good dialysis unit placed in neat, clean and hygienic room.
2. It should have at least two good haemodialysis machines with facility of giving bicarbonate hamodialysis.
3. It should have water purifying unit equipped with reverse osmosis.
4. Unit should be regularly fumigated and they should perform regular antiseptic precautions.
5. It should have facility for providing dialysis in Seropositive cases
6. It should have trained dialysis technician and nurses and full time Nephrologist and Resident Doctors available to combat the complications during the dialysis.
7. It should conduct at least 50 dialysis per month and each session of haemodialysis should be at least 4 hours.
8. Facility should be available 24 hours a day.

Deviation /Additional information, if any, \_\_\_\_\_

\_\_\_\_\_

Signature of the Authorised Applicant

**SECTION – D (ORTHOPAEDIC CENTRE)**

**CRITERIA FOR ORTHOPAEDIC CENTRE**

1. The hospital should have qualified Orthopaedic Surgeon on their role.
2. It should have aseptic operation theatre.
3. It should have imaging facility
4. It should be able to give emergency services
5. It should have a Physiotherapy support

Deviation /Additional information, if any, \_\_\_\_\_

\_\_\_\_\_

Signature of the Authorised Applicant

**SECTION – E (NEUROLOGY CENTRE)**

**CRITERIA FOR NEUROLOGY CENTRE**

1. The hospital should have qualified Neurologist / Nero Surgeon on their role.
2. It should have EEG and imaging facility support
3. It should have physiotherapy support

Deviation /Additional information, if any, \_\_\_\_\_

\_\_\_\_\_

Signature of the Authorised Applicant

**SECTION – F (ENT CLINIC / HOSPITAL)**

**CRITERIA FOR E.N.T. CLINIC / HOSPITAL**

1. The hospital should have qualified ENT Surgeon on their role.
2. It should have audiometry facility
3. It should have facility for Endoscopy and require instrumentation facility.

Deviation /Additional information, if any, \_\_\_\_\_  
\_\_\_\_\_

Signature of the Authorised Applicant



**SECTION – G (ONCOLOGY)**

**CRITERIA FOR ONCOLOGY**

1. The hospital should have qualified Oncologists on their role.
2. It should have aseptic operation theatre for Oncological surgery
3. It should have facilities for Chemotherapy
4. It should have facilities for Radiotherapy and adequate manpower as per guidelines of AERB.

Deviation /Additional information, if any, \_\_\_\_\_

\_\_\_\_\_

Signature of the Authorised Applicant

**SECTION – H (ENDOSCOPIC/LAPROSCOPIC SURGERY HOSPITAL)**

**CRITERIA FOR ENDOSCOPIC/LAPROSCOPIC SURGERY HOSPITAL**

1. The hospital should have adequate facilities for casualty / emergency ward, full fledged ICU, proper wards, qualified nurses and paramedical staff and Resident doctors/specialists on their role.
2. The surgeon should be Post Graduate with experience in the concerned field.
3. He/She should be able to carry out the surgery with its variations and able to handle its complications.
4. The hospital should have facilities to carry out laproscopic surgeries
5. The hospital should have at least one complete set of laproscopic equipments and instruments with accessories and should have facilities for open surgery i.e. After conversion from Laproscopic surgery.

Deviation /Additional information, if any, \_\_\_\_\_

\_\_\_\_\_

Signature of the Authorised Applicant

No.....

**AGREEMENT  
BETWEEN  
NPCIL, KAKRAPAR GUJARAT SITE  
AND**

.....,

This Agreement is made and executed on this \_\_\_\_\_ day of \_\_\_\_\_, 2018 by and between NPCIL, KAKRAPAR GUJARAT SITE having its office at P.O : ANUMALA, VIA : VYARA, DIST. TAPI – 394 651, GUJARAT of the First Party AND .....(Name of the Hospital with address) of the Second Party.

WHEREAS, the Contributory Health Services Scheme is providing comprehensive medical care facilities to all CHSS beneficiaries of NPCIL and other Units of DAE referred to as “beneficiary”.

AND WHEREAS, NPCIL Empanelment of Referral Hospitals Scheme proposes to provide treatment facilities and diagnostic facilities to the Beneficiaries in the Hospitals all over India. AND WHEREAS, (Name of the Hospital) has agreed to give the following treatment / diagnostic facilities to the Beneficiaries in the Hospitals / Diagnostic Centres / Pathological Labs. Owned by the Second Party.

.....  
.....

NOW, THEREFORE, IT IS HEREBY AGREED between the Parties as follows:

**1.0 GENERAL CONDITIONS**

1.1 The Second Party shall extend credit facility to the First Party for providing the services under the Scheme to the beneficiaries.

- 1.2 Both outpatient and inpatient treatment and any other procedures under the approved Package rates shall be extended on credit basis to all the CHSS beneficiaries and no separate registration fees, file charges etc. will be charged. Cost of all required medicines, investigations, blood & blood components (service charges excluding blood donor charges etc.) will be incorporated in the final bill to be submitted by the referral hospital. Schedule of the rates is as per CGHS rates.
- 1.3 The charges for the treatment of all the categories of procedures under the Packages are to be charged according to the package rates wherever approved. The cost of the items like stent, valves, pace makers, implants, prosthesis, harmonic instruments, mesh etc. which is not included in the packages shall be used, if required, only with prior concurrence of the Medical Superintendent / Medical Officer-in-charge and charged accordingly with negotiated discount rates.
- 1.4 All investigations regarding fitness for the surgery will be done prior to the admission for any elective procedure are the part of package. For any material / additional procedure / investigation other than the requirement for which the patient was initially permitted, would require the permission of the Authorised Medical Officer.
- 1.5 The package rate, if any, under the treatment requirement will be calculated as per the rate specified in Annexure-A. No additional charge on account of extended period of stay shall be allowed if that extension is due to any infection as a consequence of surgical procedure or due to any improper procedure and is not justified.
- 1.6 The non-medical items not the part of package as detailed below, if issued to the patient should not be billed to NPCIL :
  - a) Toilet / Tissue rolls/papers

- b) Face tissue
- c) Air freshener
- d) Eau-de-cologne
- e) Diapers
- f) Food served to patients' relatives/attendants, if any.
- g) Toiletry items like tooth paste, tooth brush, mouth wash, soap including oil (olive/Olio), cream, Vaseline body lotion, sanitary items, etc.
- h) Telephone charges
- i) Drinking Glass
- j) Digital / Ordinary Thermometers
- k) Insulin Syringe/needle for outpatient
- l) Medical certificate charges, Admission Card/Registration charges.
- m) Barber charges/ Razor charges / Hair remover lotion
- n) Treatment purely on aesthetic reason
- o) Private Nurse/Attendant charges
- p) Mineral Water / Packaged Drinking water
- q) Medicine Box
- r) Any supplementary protein foods given to the patient
- s) Patient relative holding room charge
- t) All non-allopathic drugs and medicines.

1.7 The procedure and package rates for any diagnostic investigation, surgical procedure and other medical treatment for beneficiary of First Party under this Agreement shall remain firm and not be increased during the validity period of this Agreement.

1.8 The Second Party shall provide services only for which it has been empanelled by NPCIL Units at the rate fixed / agreed between the Parties and shall be binding. Due to any reason, if any other services are required to be provided by the hospital, the same shall be provided only with the approval of Medical Officer in charge and the charges will be as per the

charge fixed by NPCIL Units for the same treatment in the nearby locality. If no such empanelled hospital exists in that locality, the charges may be as per the CGHS rates.

1.9 The Hospital will admit the patients on the basis of the Authority letter issued by the Authorised Medical Officer in prescribed format.

1.10 The Second Party shall furnish reports on monthly basis by 10<sup>th</sup> day of the succeeding calendar month in the prescribed format, to the First Party in respect of the beneficiaries treated / investigated.

1.11 The Second Party shall submit all the medical records in Soft copy format as far as possible to the First Party.

1.12 The Second Party agrees that any liability arising due to any default or negligence in providing or performance of the medical services shall be borne exclusively by the Second Party, which alone shall be responsible for the defect and / or deficiencies in rendering such services.

1.13 It is hereby agreed that during the In-patient treatment of the Beneficiaries, the Second Party will not ask the beneficiary or his / her attendant to purchase separately the medicines / sundries / equipment or accessories from outside and will provide the treatment within the package deal rate, as agreed by the Parties, which includes the cost of all the items. In case of any such complaint, the same shall be considered as a breach and appropriate action, including removing from the empanelment and / or termination of this Agreement, may be initiated against the Second Party on the basis of any investigation or enquiry, as deemed fit, carried out by teams / appointed by the First Party.

1.14 The Second Party shall immediately communicate to Authorised Medical Officer in charge / Medical Superintendent about any change in the

infrastructure / strength of staff. The empanelment will be temporarily withheld in case of shifting of the facility to any other location without prior permission of the First Party. The new establishment of the Second Party shall attract a fresh inspection and empanelment will be continued subject to satisfaction of the inspection by the Hospital Empanelment Committee.

- 1.15 The Second Party will submit an annual report regarding number of referrals received, admitted, bills submitted to the First Party and payment received, details of monthly report submitted to the Medical Superintendent.
- 1.16 In case of any natural disaster / epidemic, the Second Party shall fully cooperate with the authorities of the First Party and will convey / reveal all the required information, apart from providing treatment.
- 1.17 The Second Party will not make any commercial publicity projecting the name of the First Party. However, the fact of empanelment under NPCIL CHSS Scheme may be displayed at the premises of the empanelled center.
- 1.18 The Second Party will investigate / treat the beneficiary of the First Party only for the condition for which they are referred. In case of unforeseen emergencies of these patients during admission for approved purpose/procedure, 'provisions of emergency' shall be applicable.
- 1.19 The Second Party will not refer the patient to other specialist / other hospital without prior permission of authorities of the First Party. Prior intimation shall be given to the Medical Superintendent whenever patient needs further referral.

## **2.0 DUTIES AND RESPONSIBILITIES OF HOSPITALS**

It shall be the duty and responsibility of the Second Party at all times, to obtain, maintain and sustain the valid registration, recognition and high quality and standard of its services and healthcare and to have all statutory /

mandatory licenses, permits or approvals of the concerned authorities under or as per the existing laws.

### **3.0 HOSPITALS INTEGRITY AND OBLIGATIONS DURING AGREEMENT PERIOD**

The Second Party is responsible for and obliged to conduct all contractual obligations in accordance with the Agreement using state-of-the-art methods and economic principles and exercising all means available to achieve the performance specified in the Agreement. The Second Party is responsible for managing the activities of its personnel and will hold itself responsible for their misdemeanors, negligence, misconduct or deficiency in services, if any.

### **4.0 TREATMENT IN EMERGENCY**

4.1 Notwithstanding anything contained in this agreement, in case of emergency, the Second Party shall not refuse admission or demand advance from the CHSS beneficiary, but should provide the treatment as in the usual course for the concerned patient as per the approved rates including package rates, if any. The Second Party is required to inform the Authorized Medical Officer by FAX and obtain Referral Form from him/her within 24 hours. If any patient is taken up in emergency, charges applicable will be as per the approved rates including Package Rate only wherever applicable and no emergency charges or any additional charge on account of the emergency will be payable.

### **5.0 TERMINATION**

5.1 This agreement can be terminated by either of the party by giving 30 days notice in writing to the other party.

5.2 However, the First Party may, without prejudice to any other remedy for breach of Agreement, by written notice to the Second Party may terminate the Agreement in whole or part:



- a. If the Second Party fails to perform any of its obligation(s) under the Agreement.
  - b. If the Second Party in the judgment of the First Party has indulged in corrupt or fraudulent practices in competing for or in executing the Agreement.
  - c. In case of any violation of the provisions of the Agreement by the Second Party such as (but not limited to), refusal of service, refusal of credit facilities to eligible beneficiaries and direct charging from the Beneficiaries of the First Party, deficient or defective service, over billing and negligence in treatment.
- 5.3 If the Second Party is found to be involved in or associated with any unethical, illegal or unlawful activities, the Agreement will be summarily suspended without any notice by the First Party and thereafter may terminate the Agreement, after giving a show cause notice and considering its reply if any, received within 10 days of the receipt of show cause notice.

## **6.0 INDEMNITY**

The Second Party shall at all times, indemnify and keep indemnified the First Party against all actions, suits, claims and demands brought or made against it in respect of anything done or purported to be done by the Second Party in execution of or in connection with the services under this Agreement will not hold the First Party responsible or obligated.

## **7.0 PAYMENT**

The payment will be made to the Second Party within a period of 60 days from the date of submission of the bill accompanied with all necessary and supporting documents.

## **8.0 DURATION**

The Agreement shall remain in force for a period of three (03) years or till it is modified or revoked, whichever is earlier. The Agreement may be extended for a further periods with mutual consent of the Parties.

## **9.0 ARBITRATION**

9.1 Any dispute/difference arising out of this Agreement shall be mutually resolved with the consent of both the parties. However, in case, the disputes/difference could not be resolved through mutual discussion, in that case the same shall be referred for resolution by the sole arbitrator to be appointed by CMD, NPCIL. The arbitration shall be governed by the Arbitration and Conciliation Act, 1996 as amended from time to time.

## **10.0 MISCELLANEOUS**

10.1 Nothing under this Agreement shall be construed as establishing or creating any right or any relationship of Master and Servant or Principal and Agent between the First Party and the Second Party.

10.2 The Second Party shall notify the First Party of any change as to the status, change of name etc. as the case may be, if such change would have an impact on the performance of obligation of the Second Party under this Agreement.

10.3 This Agreement can be modified or altered only on written agreement signed by both the parties.

10.4 If the Second Party is wound up or dissolved or become insolvent, the First Party shall have the right to terminate the Agreement. The termination of Agreement shall not relieve the Second Party or their heirs, successors, assigns and legal representatives from the liability in respect of the services provided by the Second Party under the Agreement.

10.5 The Second Party shall not assign, in whole or in part, its obligations to perform under the agreement, except with the prior written consent of the First Party at its sole discretions and on such terms and conditions as deemed fit by the First Party. However, any such assignment shall not

relieve the Second Party from its liability or obligation under this agreement.

**11.0 NOTICES**

11.1 Any notice given by one party to the other pursuant to this Agreement shall be sent to other party in writing by Speed Post or by facsimile and confirmed by original copy by post to the other Party's address as below.

Authorised Medical Officer/ Medical Superintendent

Hospital with address:

(.....)

IN WITNESSES WHEREOF, the parties have caused this Agreement to be signed and executed on the day, month and the year first above mentioned.

Signed by  
Head HR of NPCIL Unit & Seal  
(First Party)

In the Presence of

(Witnesse)

- 1.
- 2.

Signed by  
For and on behalf of signatory Hospital  
Duly authorized vide Resolution No.....dated  
(Second Party)

In the presence of  
(Witnesses)

- 1.
- 2.

Note: This agreement is common for Hospitals/Diagnostic Centers/Pathological Labs and therefore at the time of actual signing of the agreement, non applicable clauses may be suitably stricken off without diluting the intent/contents.