

**Govt. of N.C.T. of Delhi**  
**Acharyashree Bhikshu Govt. Hospital**  
**Moti Nagar, New Delhi- 110 015.**

No.F(2)-216/ABGH/20/2563/

Dated: 01.03.2023

**Letter of Intent for Diagnostic Service under JSSK**

In pursuance of the directive of Govt. of India, an initiative namely "JANANI SHISHU SURAKSHA KARYAKARAM" was launched by Health & Family Welfare Department, Govt. of NCT of Delhi. Under the initiative completely free & cashless services are to be made available to pregnant women & sick newborns up to age of 1 year in Govt. Health Institutions irrespective of their socio-economic status.

It has been envisaged in the scheme to provide free Diagnostic facilities not available in a Govt. Institution at a given time & accordingly these services have been planned to be outsourced from any of the accredited private laboratories from hospital's neighbourhood which are DGEHS approved and within 8 km from the hospital. The various diagnostics to be outsourced are for haematology, biochemistry, histopathology, radiology, (USG, CTSCAN, MRI etc.) and other relevant diagnostic procedures. These services are to be provided to the OPD & indoor cases and should be preferably 24x7. Under the scheme it is envisaged to reimburse the charges levied by the diagnostic centres, by the hospital on monthly basis on production of bills.

In view of the above and to implement the scheme during the year 2023-24 + six months + six months w.e.f. March 2023, a letter of intent is being sent to you regarding your consent for providing services as mentioned above. The eligibility criteria are at Annexure-I.

In case you are interested, you are requested to give your consent alongwith the agreement (Annexure-II) by **15.03.2023**, so that the scheme may be implemented at the earliest.

Clarifications if any may be held from the office on any working day between 10.00 am to 01.00 pm in person.

Contact person – Dr. Sushma Sinha

Telephone No. – 25423011

  
(DR. RENU MANCHANDA )  
MEDICAL SUPERINTENDENT

## Annexure-I

### Eligibility Criteria

- The Diagnostic Center to have valid empanelment with DGEHS on the date of application and further validity for a period of one year. Empanelment automatically cancelled whenever DGEHS approval withdrawn for that lab.
- The rates offered must not exceed the prevailing DGEHS rates.

### Documents to be submitted

- Covering letter mentioning the details of contact/authorized person along with the contact number, and the alternate contact person in case of non-availability of first contact person, who can be contacted for the purpose of availing diagnostic facilities.
- An undertaking that the diagnostic centre is not blacklisted by DGEHS/CGHS.
- Copy of valid empanelment with DGEHS/CGHS.
- Rates for various investigations which are approved under DHEGS on OPD basis and as well as for admitted patients.

### Terms & Conditions:

1. The documents must be typed without any cutting or erasing. Documents may be serially numbered & signed along with stamp of the Diagnostic Centre.
2. The rates payable (including all taxes) shall not exceed the prevailing DGEHS rates.
3. There is no provision of advance payments.
4. Mere approval does not necessarily mean that all the facilities will be outsourced and does not bind Hospital to avail these services. The services will only be outsourced on the basis of 'as and when required' and non-availability of services in the institution at a given time. There is no guarantee of minimum number of investigations.
5. The requisition for investigation will be sent duly signed by a doctor on duty not below the rank of SR or M.O on duty, on a valid form as authorized by the hospital.

6. Payment will be released on monthly basis on submission of Pre-receipted bill along with the copy of the requisition slip, in duplicate after observing all the laid down codal formalities.
7. Collection of the samples of the blood, urine etc. and sending the reports of OPD/ Indoor patient referred to them shall be the responsibility of the diagnostic centre.
8. Transportation will be provided by the diagnostic centre for the investigations that require the presence of indoor/urgent patient in the laboratory or for radiological investigation for taking the patients from the hospital and bringing them back. The transport shall be provided even if there is one patient requiring urgent investigation.
9. All the consumables needed for the investigations, wherever required, will be provided by the diagnostic centre.
10. Prescribed time limit for reporting of urgent samples shall be within 4-6 hours depending upon the investigation asked for. However for routine investigations the reports may be sent preferably the same day but not later than 24hrs.
11. In case the centre has been requested for any investigation & if the same has not been arranged within one hour, the hospital has the right to outsource the said investigation from other empanelled diagnostic centre.
12. Fulfillment of legal formalities/ liabilities in respect of these outsourced services, if any will be the responsibility of the concerned laboratory and binding on the service providers.

## AGGREMENT FOR HIRING OF THE DIAGNOSTICS CENTER/LABORATORY

This agreement is made on this day..... BETWEEN the Medical Superintendent of **ACHARYASHREE BHIKSHU GOVT. HOSPITAL** which expression shall, unless excluded by or repugnant to the context, be deemed to include his successors in office and assigns of the one part  
AND

..... (Hereinafter called the contractor) through their Director.....here in- after called the "Contractor" which expression shall, unless excluded by or repugnant to the context, be deemed to include their successors, executors, administrators, heirs, legal representatives and assigns of the other part. The contractor has agreed to provide the diagnostic services as per the DGEHS/CGHS rates annexed (annex-1) with the contract document.

The contract is valid for a period of one year extendable further for 6 months + 6 months on work satisfactory report w.e.f March 2023 to February 2024. The Hospital reserves the right to curtail or to extend the validity of contract on the same rates and terms and conditions at the discretion of the Hospital.

1. The contractor shall deposit Performance Security for an amount of 10% of estimated value of contract in any of the following forms. Fixed Deposit Receipt from a commercial bank or Bank Guarantee from a commercial bank in an acceptable form. Performance Security will remain valid for a period of sixty days beyond the date of completion of all contractual obligations. No interest will be payable on this amount.
2. The contractor shall provide investigation facility preferably round the clock and 7 days a week, including national & gazette holidays.
3. Regular supervision has to be arranged by the contractor who shall be able to provide manpower and consumable material whenever required immediately.
4. The hospital will be under no legal obligation to provide employment to any of the personnel of the contractor during and after expiry of agreement period and the hospital recognizes no employer-employees relationship between the Hospital and the personnel deployed by the contractor.
5. Any person who is in Government service or an employee of this Hospital should not be made partners to the contract by the contractor directly or indirectly in any manner whatsoever.
6. The contractor shall indemnify the Hospital maybe held liable or pay on account of the negligence of the contractor or his staff or any person under his control whether in respect of accident/injury to the person or damages to the property of any member of the public or any person or in executing the work or otherwise and against all claims and demand thereof. The Hospital shall not be responsible financially or otherwise for any injury to the driver or person deployed by the contractor during the course of performing the duties.
7. The Hospital will periodically review performance of the centre for provision of satisfactory services. The hospital reserves the right to terminate the contract without assigning any reason by giving the notice of 30 days to the contractor.
8. Mere approval for the contract does not necessarily mean that all the facilities will be outsourced by the hospital and does not bind hospital to avail these services. The services will be outsourced on the basis of "As and when required" and non-availability of services in the hospital at given time. There is no guarantee of minimum number of investigations.
9. In case of non-availability of the required investigations, the contractor shall arrange some other laboratory within one hour failing which the Hospital has the right to hire/do the investigations from any other sources.
10. No advance payment will be made.
11. The requisition for investigations will be sent duly signed by doctor on duty not below the rank of Senior Resident or Medical Officer on duty, stamped/printed as JSSK beneficiary. No slips shall be entertained by the contractor without the signature/stamp of the above mentioned doctors of the hospital.
12. The contractor shall maintain separate records for each patient and investigations which shall be produced as per requirement.

13. The Contractor shall be responsible for providing for collection of the samples of blood, urine etc. and sending of the reports of the OPD/Indoor patient referred. And in no case the reports shall be handed over the patient.
14. The contractor shall provide for transportation both ways, for the investigations that requires the presence of indoor patient in the laboratory or for radiological investigations. All consumables required for the investigation shall be provided by contractor.
15. In case the contractor fails to provide the facility within an hour of requesting and investigation, the Hospital has the right to outsource the said investigation from other empanelled DGEHS approved laboratory.
16. The Hospital reserves the right to vary the numbers of investigations as well as to relax the terms and conditions in the public interest.
17. The contractor shall be liable to pay a minimum penalty of Rs. 100/- per default, such as late submission of reports, late collections of samples, misbehavior with hospital employees etc. to a maximum of Rs. 500/-.
18. The bills in duplicate shall be made date-wise by the contractor and shall be submitted to the Hospital on monthly basis within a month.
19. The payment will be released only on monthly basis on submission of pre-receipted bills along with the copy of the requisition slip after observing all the laid down codal formalities. The mode of payment will be as decided by GOI for the scheme- NEFT/DBT from online portal. The Hospital will ensure that payment will be made to the contractor within 90 days of bill submission date.
20. In case of breach of contract by the contractor, the Performance Security shall be forfeited by the Hospital and the Contractor shall be blacklisted in addition to termination of the contract in question. The right of action will rest with the authority entering into the agreement.
21. In the case of dispute or difference arising out of or in a way concerning the agreement shall be referred to the sole arbitration of any person nominated by the Hon'ble LG, Government of NCT of Delhi. The award of the arbitrator so appointed shall be final and binding on the contractor.
22. The entire dispute shall be subject to Delhi Jurisdiction.

In Witness where of the parties have set their hands and seals on the day and year mentioned above:

Signature of Contractor

Signature of Medical Superintendent

With Seal

With Seal

1. Witness  
Name  
Address

1. Witness  
Name  
Address

2. Witness  
Name  
Address

2. Witness  
Name  
Address