

Contract Details

1. Type and nature of services under partnership (On contract)

2. Steps followed (From initiating stages till operational implementation)

(Information to be compiled from office)

Decision about partnership

Authority :

Date:

Who initiated and when was the decision taken for partnerships?

Approval from final authority

Authority :

Date:

Who gave the final approval for contracting partnerships?

Advertisement/Notification

Authority :

Date:

Collect a copy of advertisement/notification

Pre bid Seminar/Workshop

Authority :

Date:

Purpose of the seminar/what information was provided to private agencies?

Screening of application
Authority :
Date:

Criteria laid out; No. of bidders; Open or closed Screening Meeting?

Final short listing of the agencies
Authority :
Date:

Criteria for short listing the final list of private agencies?

Negotiation, (if any)
Authority :
Date:

Items negotiated, if any?

Draft Contract
Authority :
Date:

Finalization of contract clauses; Legal consultation, if any?

Final Contract(signing of contract
Authority :
Date:

Whether in legal affidavit/ whether in front of witnesses, and other procedures followed?

Commencement of contract/partner activities

Authority :

Date:

Time taken for installation and commencement of operations?

(Information to be collected from tender notification or TOR)

A. Eligibility conditions for the private agency:

i) Required Legal status of the private agency (whether registered Society/Foundation/Trust...etc.)

ii) Bidding (through single bid or bids on technical and financial bid separately)

iii) Eligibility conditions (e.g Minimum capital or turnover of the agency)

iv) Minimum experience of the private agency (in the related area of service)

i) In other services/ business

ii) In Health sector

v) Infrastructure related pre- conditions (including staff)

vi) Minimum financial or material surety (in the form of movable/immovable assets of the agency)

vii) Explicit non eligible Conditions (for those agencies that does not qualify)

viii) Any other eligibility Conditions

B. Tender application procedure followed Pre-bid briefing/formalities (if any)

C. Contract details *(Information to be collected from TOR contract deed/ Agreement document)*

i) List of services(s) covered under partnership (Including of the timing of the services)

ii) Minimum and maximum duration of the contract offer

iii) Technical bid details to be submitted (Details to be enclosed)

a) Earnest Money for the technical bid

b) Technical details to be compiled from agreement

iv) Financial commercial bid details

a) Earnest Money for the financial bid

b) Rate /Tariffs per service

c) Validity period for the offered tariff

v) Maximum period with in which the agency must commence the service operations

vi) Time limit to accept or reject the contract and execute the contract

vii) Penalty for the delay (or) if the agency do not commence the operations at all?

viii) Guarantees by the private agency

a) Security deposit amount and other financial guarantees

b) Conditions for the forfeiture or reimbursement of the security deposit

ix) How service charges (Tariff /fee has been fixed, calculated and by whom) formulated and fixed, and by whom)

x) Monitoring and supervising mechanisms to oversee the functioning of the private agency

xi) Terms and conditions of performance standards, quality control, etc.

xii) If the contract is to be terminated prematurely, by the govt. under what circumstances it could be done?

xiii) Under what circumstances the private agency may withdraw/exit/terminate the services

xiv) The penalties for nonperformance or penalties for non adherence to the contract clauses

xv) Pre- conditions, if the private agency wishes to exit or terminate the contract]

a) Minimum notification period

b) Obligation/ penalties of the private agency if exit is premature

c) Obligation of the government and the private agency if the termination is mutually agreed

d) Penalty for the private agency if the government unilaterally suspends/ Terminates, based on performance deficiency

e) Recourse to either of the agency, if any grievance/complaints

D. From contract agreement

The mutual obligations or commitments of each party (Public and Private)

Facilities	Government obligations	Private party obligations
Infrastructure		
Physical space/ Room		
Water supply		
Electricity/wiring		
Waste Disposal		
Civil work		
Air conditioning (if any)		
Damages or loss to the equipment or machinery		
Materials /Consumable(e.g. x-ray film)		
Drugs/ Medicines)		
In case of breakdown of machine or non functioning of the services		
Access to ambulance		

Access to hospital facilities like rest room/canteen etc		
Billing and reimbursement		
Access to computer network(for billing)		
Parking		
Any other		

E) Other obligation of the private agency

Facilities	Obligations of the private agency
MLC Cases	
Documentation /Reporting i. Maintenance of A/c ii. Periodic progress/ performance report	
Billing and tax liabilities	
Training of students/public health staff	
Access for in-house clinical practioners	
Adherence to Clinical protocols	
Quality of service (in case services to be repeated)	
Insurance against mishap/CPA/Malpractice	
Insurance against theft, damages, etc.	
AMC of machines	
Alternative arrangements to the patients, if services are under repair or non -functional or breakdown...etc	

F. Other Details

i) Periodicity of performance review and the parameters of performance review

ii) Possibility of providing services to private/ outside patients (*Rates to the private patients*)

iii) Billing and reimbursement procedures for the services provided

iv) Pre – Conditions for renewal of the contract

3) Description of the free service beneficiaries

a) Authorizing authority for the free patients

b) Proportion of the patients/beneficiaries to be treated free of charge

c) Identification of beneficiary category**i) Income category**

ii) Documentary Support

iii) Any geographic limits for the beneficiaries

iv) Emergency patients / without eligibility documents

4) Periodicity of evaluating the feedback/complaints from the patients

5 a) Whether free cases are lapsable or carried forward

b) What if the services provided exceed the quota of free patients (or less than the quota)

6 a) List of services and the rate of tariffs chargeable from non-fee patients

List of Service Rate	2003 Rate		2004 Rate		2005 Rate	
	Hospital	Private	Hospital	Private	Hospital	Private

b) Reimbursed (Claim) amount as revenue for the last 3 years.

Year-I(2002-03)

Year-II (2003-04)

Year-III (2004-05)

c) Reimbursement procedure (enclose a copy of reimbursement form)**d) Verification of claims (who verifies/ certifies? Before reimbursement)****7) Other details****a) Representation of the private agency in hospital committee**

b) Patient feedback system

c) Maximum no of contracts allowed to the private agency (Limits)

d) No of bidders (Who applied for this contract)
