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NATIONAL HEALTH MISSION
Department of Health & Family Welfare,
Government of Himachal Pradesh

Invites

Expression of Interest (EoI)

For

Multi-Specialty Surgical Camps in
Himachal Pradesh

National Health Mission,
Himachal Pradesh, Shimla

EXPRESSION OF INTEREST

The National Health Mission, Directorate of Health & Family Welfare, Himachal Pradesh hereby invites sealed Expression of Interest from the Private Health Institutions / Hospitals / Organizations / RKS and NGO's to hold Multi-Specialty Surgical Camps in various parts of Himachal Pradesh under RCH/NHM Programme. The camps will focus on General Surgeries (Elective and Emergency), Obs. & Gynae Surgeries (Elective, Emergency, MTPs and Family Planning), ANC check-up and Eye Surgeries.

Financial support of Rs. 6.25 lacs per camp for Non-Tribal areas and Rs. 7.00 lacs for Tribal areas will be provided to conduct the camps. Each camp will be of 7 day's duration and minimum 60 Major surgeries will have to be performed. Interested Private Health Institutions / Hospitals / Organizations / RKS and NGO's can apply with the details about their organisation/Institution profile including human resources, description, experience, and ability to hold these camps.

Expression of interest must be submitted to the Mission Director, National Health Mission, Himachal Pradesh by **23rd October 2017** in a sealed cover clearly mentioning **'EXPRESSION OF INTEREST FOR HOLDING OF MULTI-SPECIALITY SURGICAL CAMPS UNDER NHM'** on the envelop.

The detailed document of 'Expression of Interest' for submission can be downloaded from www.nrhmhp.gov.in or collected from the office of the Mission Director, National Health Mission, Himachal Pradesh on any working day from 10.00 am to 5.00 pm before the last date. The organizations who have submitted the proposals will attend O/o Mission Director NHM on dated **28 October 2017 at 11.00 AM** for further negotiations.

Mission Director,
National Health Mission,
Directorate of Health & Family Welfare
Block No.6 SDA Complex, Kasumpti,
Shimla-171009, Himachal Pradesh, India,
Phone No.: 0177-2624505 / 2626476
e-Mail ID: md-hp-nrhm@nic.in

National Health Mission,
Himachal Pradesh, Shimla

EXPRESSION OF INTEREST

National Health Mission plan to organize Multi-Specialty Surgical Camps in rural and tribal areas of the state in Himachal Pradesh The camps will provide the following services :-

1. General Surgeries (Elective and Emergency),
2. Obs. & Gynae Surgeries (Elective, Emergency, MTPs and Family Planning) and ANC check-up.
3. Eye Surgeries.

The tentative list of locations where the camps are proposed to be held in 2017-18 is annexed at **Annexure I**.

The terms and conditions of the camp is Annexed at **Annexure “II”**

It is mandatory on the part of the interested parties to furnish the following information:-

1. Institution profile
 - a) The organization should have an ambulance with life support service for emergencies and should be available at the sight of the Multi Speciality Surgical Camp.
 - b) The organization should not have been black listed regarding holding of Multi Speciality Camps previously. Affidavit to be submitted regarding the same.
2. Human Resource profile including the names and profile of the specialists in each of the specialties.
3. Experience to hold Multi-Specialty Surgical Camps.
4. Total Assets and Income Tax Return for the last 3 years.
5. Location wise preference & number to hold Multi Specialty Surgical Camps.

Expression of Interest should be submitted on or before _____ before 5:00PM at the following address:

Mission Director,
National Health Mission,
Directorate of Health & Family Welfare
Block No.6 SDA Complex, Kasumpti,
Shimla-171009, Himachal Pradesh, India,
Phone No.: 0177-2624505 / 2626476
e-Mail ID: md-hp-nrhm@nic.in

Tentative locations of Multi-Specialty Surgical Camps

S. No.	District	Locations
1	Bilaspur	CH Ghumarwin
2		CHC Markand
3	Chamba	CHC Killar (Tribal)
4		CHC Tissa
5		RH Chowari
6		CH Bharmour (Tribal)
7		CH Dalhousie
8	Hamirpur	CHC Barsar
9		CH Sujanpur Tihra
10	Kangra	CHC Gangath screening camp at CH Nurpur
11		CH Baijnath
12		CH Jaisinghpur screening camp at CH Palampur
13		CH Dehra
14		CHC Dadasiba screening camp at CH Dehra
15		CHC Indora screening camp at CH Nurpur
16		CH Shapur
17	Kinnaur	CHC Sangla (Tribal)
18		CHC Bhabhanagar (Tribal)
19	Kullu	CHC Anni
20		CHC Banjar
21		CH Manali
22		CH Nirmund
23	Lahaul & Spiti	RH Keylong (Tribal)
24		CHC Kaza (Tribal)
25	Mandi	CHC Baldwara screening and camp at CH Sarkaghat
26		CHC Barot screening and camp at CH Joginder nagar
27		PHC Nihari Screening & camp at Karsog
28		CH Karsog
29		CH Sandhole screening and camp at CHP Dharampur
30		CH Sarkaghat
31		CHC Gohar
32		CHC Kataula
33		CHC Lad Bharol Screening & camp at CH Jogindernagar
34		CH Janjehli
35		CH Padhar
36		CH Kotli
37		CHC Nagwain
38	Shimla	CHC Kumarsain
39		CH Chopal

40		CHC Chirgaon for screening camp at Roheroo
41		CHC Dodra Kwar screening & camp at Rohroo
42		CH Rohroo
43		CH Jubbal
44		PHC Naldehra Screening & camp at Sunni
45	Sirmour	CHC Shillai
46		C H Paonta Sahib
47		CH Dadahu
48		CH Rajgarh
49		CH Sarahan
50	Solan	CHC Ramshar-Nalagarh Block
51		CH Arki
52	Una	CH Chintpurani
53		CHC Bangana

1. Terms and Conditions of the camp will be as follows:
 - 1.1 Duration of the camps.

Each camp will be of seven days with 1st day as pre-operative screening day, 2nd to 5th day as operative days and 6th and 7th days as post-operative care days. The organisation should also ensure that one Medical Officer must be present for post operative care till the discharge of the patients. All the expenditure for the stay of Medical Officer will be borne by concerned organization/ institution /RKS/NGO. The Medical Officers of the organisation will be asked to come for Post Operative check-up 10 days after the discharge of the Patients. In case of any complication due to the procedure in the camp the concerned BMO/ SMO/MO I/C of the Institution where the camp has been organised will communicate with the concerned organisation and MD, National Health Mission. The concerned organisation will bear all the expenses as per actual for further management.
 - 1.2 The organisation will visit in advance the institution where the camp has to be organised to take all necessary steps to make the Operation Theatre operational and also assess other infrastructure. Strict measures should be taken to prevent infections before starting the Camp. Surgeries should be done according to the norms to avoid procedural/ post operative complications.
 - 1.3 The organisation will conduct Histo Pathological Examination (HPE) of all the Biopsies if taken in the nearest Govt. Institution itself /SRL labs and also collect the reports from the Institutions. CMO's will make the payment after receiving the reports duly verified by the concerned BMO/SMO/MO I/C. Payment will be on actual bases and will be reimbursed by the National Health Mission.
2. Health and Family Welfare Department will provide the following assistance:
 - 2.1. Physical facilities: OPD, OT, Labor room, wards, beds and Labs etc. (Infrastructure).
 - 2.2. Diagnostics: Routine and Bio-Chemical Test, ECHO, Ultra-Sonography & X-rays etc. Any Diagnostics procedure in the Camp will be conducted by the RKS/ concerned Institution. The amount utilised will be reimbursed actual bases by NHM after during verified voucher by the I/C of the Institution by the counter signed by the CMO of the concerned District
 - 2.3. Manpower: Medical Officers, paramedics and other supportive staff to assist in the pre-operative and post operative period only. The requirement of the staff is to be decided in consultation with the concerned Medical Officer in-charge and Block Medical Officer.
 - 2.4. Diet of the patients.
3. The Organisation holding the Multi-Specialty Surgical Camp shall provide the following services:
 - 3.1. Pre-camp IEC at least within the radius of 15-20 Kms.
 - 3.2. The surgeons should have an experience of three years in the concerned specialty. The concerned institution should provide list of surgeons including name and address. All Specialists/Medical Officers (General Surgeon, Eye Surgeon, Anaesthesiologist, and Radiologist and Para-medics (OT Assistant, Staff Nurse for OT and Ophthalmic Assistant). MCI Registration of the specialist doctors is to be provided before the commencement of camps to the concerned Chief Medical Officer's.

3.3. All medicines and consumable required for the purpose of camp during pre-operative and post operative period including Life Saving Drugs, I/V fluids, Antibiotics and all other medicines and Anaesthetic Injections, Oxygen and Nitrous Oxide etc. including the taxes, if any.

Equipment's: Cautery Machine, Major Operating instruments etc. for the above stated surgeries. If the Ultrasound machine is not available at the camp site, the ultrasound machine has to be carried from some other place for which, the organizer will take permission from both Chief Medical Officer's from whose jurisdiction the ultrasound machine is to be carried and to whose jurisdiction it has to be supplied along with the name of the Radiologist who will operate the machine. The permission of the Chief Medical Officer's is mandatory under PC & PNDT Act and can be given for a specific purpose of conducting Multi-Specialty Surgical Camps.

4. Expected Output:

4.1. Pre-operative IEC and screening.

4.2. Minimum sixty major surgeries per camp for Tribal and Non Tribal Areas with the following breakup:

4.2.1. Minimum 20 Major General Surgeries

4.2.2. Minimum 20 Major OBG Surgeries.

4.2.3. Minimum 20Major Eye Surgeries

The surgeries are interchangeable between General Surgeries and Gynae Surgeries

The Major surgeries are as per the list attached at Annexure - III. Any other major surgeries which is not included in the list should be verified by concerned BMO/SMO/MO I/c and should be counter signed by the concerned CMO.

5. Reporting:

On the concluding of Multi-Specialty Surgical Camp, a detailed report regarding surgical procedure performed, complete name & address of the patients benefited/ operated upon, photographs of the camp and other documentary/ pictorial evidence have to be submitted to the respective Chief Medical Officer's after getting it verified from Senior Medical Officer/Medical Officer I/c, Block Medical Officer's of the camp site/venue.

6. Logistics:

The boarding and lodging arrangements for the team members shall be the responsibility of the said Organization/Institution. However department will help to get accommodation in Govt. Rest Houses, if available.

7. Transport:

The eligible organization/institution would make their own to & fro transport arrangement.

8. Funds:

Financial assistance to party (Private Health Institution/Rogi Kalyan Samities/NGOs) for holding the camp @ Rs.7.00 lacs (Rupees seven Lacs only) for 60 surgeries in tribal areas and @ Rs. 6.25 lacs (Rupees Six lacs and Twenty Five thousand only) for 60 surgeries in non-tribal areas. For extra surgeries beyond sixty (60), the reimbursement shall be made as per following:

- 8.1. Cataract and other major eye surgeries (beyond twenty (20) surgeries –@ Rs 4000/- per case for Non-Tribal Areas and 10 % extra for Tribal Areas
- 8.2. General & OBG Surgeries (beyond stipulated forty (40) surgeries - @ Rs 9000.00/ per case for Non-Tribal Areas and 10 % extra for Tribal Areas. For extra B/L-Tubectomy (OBG) an amount @ Rs. 3000/- will be paid.
- 8.3. For minor surgeries an amount @ Rs. 1000/- will be paid.
- 8.4. Performance bases payment disbursement

8.4.1. Performance bases payment disbursement The payment will be made according to performance as under (Please note that for the payment shall be made for major surgeries only)

8.4.2. For more than 95% achievement (57 major surgeries) - 100 % payment.

8.4.3. For 75% to 94% achievement (45 - 56 major surgeries) – 90% payment

8.4.4. For 50 to 74 % achievement(30 - 44 major surgeries – 80% payment

8.4.5. Below 50% (30 major surgeries) achievement – no payment

However, in case of Tribal areas the aforesaid clauses may not be applicable if the concerned CMO certifies that despite best efforts and IEC by the concerned Institution, the desired number of surgeries could not be performed due to scarce population or any other reason.

9. Patients referred outside for major surgery during the camp will be included in these 60 cases and no extra payment will be made for them provided the surgeries are conducted/ paid by the concerned Institution. Minor surgeries are those done under local anaesthesia except eye surgeries.
10. The concerned organisation will make wide spread publicity through local TV channel/Cable , miking, banner or other IEC medial locally so that maximum number of patients are screened for various surgeries. The concerned CMO's /BMO's/SMO's and MO I/C will also do IEC for MSS Camps which are being conducted in these Institutions.
11. In case of patients, who cannot be operated during the camps due to medical or other reasons, the concerned Institution may perform the same at its main hospital/institution. The same will be included in the list of 60 major surgeries.
12. DoH&FW shall before releasing the payment to the organization/institution/RKS/ NGO, deduct applicable taxes based on applicable laws
14. The regular payment of the Multi-Speciality Surgical Camp shall be made by the concerned Chief Medical Officers to the concerned organisation/institution to the

concerned organization after two weeks from the date of submission of the details of surgeries duly verified by the concerned CMO/BMO/ SMO/ MO I/C.

15. All payments to the organisation shall be made by way of RTGS. All payment shall be made in favour of Name of the Health Institution/RKSs/NGOs payable through RTGS.

All the specialist and other staff should be present on all days of the camp including pre-operative days and the organisation should give the schedule of the surgeries to the I/C of the Institutions. In case any of the team member is not available the organisation will be required to provide alternative person with prior information to the CMO and MD, NHM.

The organisation should ensure that all staff should be present in the camp on all days failing which a deduction Rs.15,000/- per day will be made for absence of each specialist and Rs.5,000/- per day will be deducted for absence of para-medics and other staff.

16. Photographs/videography should be done for all events especially of beneficiary's.
17. Schedule of the camps should be shared with concerned CMO's and must be submitted in the office of the Mission Director, National Health Mission, Himachal Pradesh soon after the allocation of the camps.
18. Complete details along with photograph address and Phone Number/Mobile Number of the beneficiaries should be maintained.
19. It should be ensured that banners depicting sponsorship of National Health Mission, Govt. of Himachal Pradesh, Directorate of Health and Family Welfare, Himachal Pradesh and Govt. of India are displayed at the venue of the proposed Multi-Specialty Surgical Camps.
20. Any litigation arising out of failure/complication/death of a patient shall be the sole responsibility of the operating surgeon and concerned organisation/institution. They will carry out the camps in accordance with law and National Health Mission will have no liability what so ever.
21. That the organization/institution/RKSs/NGOs shall neither claim nor be entitled to any payment for any damage cause due to any harm whatsoever, incidentally.
22. That failure on the part of the organisations/institution/RKSs/NGOs to organise camps as schedule will lead to blacklisting of the organisations/ institutions/ RKSs/ NGOs for future organising of the camps.
23. Performance Security/Bank Guarantee: The organization/institution/RKSs/NGOs shall, for the performance of its obligations hereunder during the camp period up-to one year from the award of starting of camps provides to the Mission Director, National Health Mission, Himachal Pradesh, no later than 30 days (thirty) days from the date of this MOU, an irrevocable and unconditional guarantee from a bank for a sum of Rs.6.25 lacs (Rupees Six lakh and Twenty Five thousand only) in form of set forth in Annexure C (the performance security). The performance security shall remain in force till _____ or three months after the last surgical camp, whichever is later. The Mission Director, National Health Mission, Himachal Pradesh shall release the performance security to the organization /institution/ RKSs/NGOs after such period.

24. Appropriation for holding of camps of performance security/Bank Guarantee
Upon occurrence of a organization/institution/RKSs/NGOs default during Memorandum of Understanding, the Mission Director, National Health Mission, Himachal Pradesh shall, without prejudice to its other rights and remedies hereunder or in law, be entitled to en-cash and appropriate the relevant amounts from the performance security/bank guarantee as damages for such organization/institution /RKSs/NGOs default. Upon such encashment and appropriation from the performance security/bank guarantee, the organization/institution/ RKSs/NGOs shall within 30 days thereof replenish, in case of partial appropriation, to its original level the performance security/bank guarantee, and in case of appropriation of the entire performance security/bank guarantee provide fresh performance security/bank guarantee, as the case may, and the organization /institution /RKSs /NGOs shall within the time so granted, replenish or furnish fresh performance security/ bank guarantee as aforesaid falling which the Mission Director, National Health Mission, shall be entitled to terminate the Memorandum of Understanding in accordance with articles 27. Upon replenishment or furnishing of a fresh performance security/bank guarantee articles 27. Upon replenishment or furnishing of a fresh performance security/bank guarantee, as the case may be, as aforesaid, the organization/institution /RKSs / NGOs shall be entitled to an additional cure period of 90 days foremedying the organization/institution/ RKSs /NGOs default, and in event of the organization/institution/RKSs/NGOs not curing its default within such cure period,, the Mission Director, National Health Mission, Himachal Pradesh shall be entitled to en-cash and appropriate such performance security/bank guarantee as damages, and to terminated this Memorandum of understanding in accordance with Articles 35.
27. Release of Performance Security/Bank Guarantee
The performance security/bank guarantee shall be released on successful completion of Memorandum of understanding period.
28. Conditional Expression of Interest shall not be entertained.
29. Telegraphic Expression of Interest on the prescribed form shall not be entertained.
30. The Expression of Interest having cutting/poor writing will not be entertained.
31. The undersigned reserves the right to accept or reject all or any tender without assigning any reason whatsoever at any stage.
32. The validity of the tender shall be for at least one year from the date of opening and the final approval thereof and shall be extended for one more year with same rates. Approved rates will remain in force from the date of award of contract for a period of two years with a provision to extend it for a period of three months at the same rates. No request for the increase of rates will be entertained during the period of contract.
33. That in the event of any dispute, the same shall be referred for arbitration to the Principal Secretary (Health) to the Govt. of Himachal Pradesh.
34. **Termination:**
 - 34.1. Save as otherwise provided in this Memorandum of understanding, in the event of any defaults specified below shall have occurred and the organization/institution / RKSs/NGOs fail to cure the default within the cure period set forth below, or where no cure period is specified, then within a cure period 60 days, the organization/institution/RKSs/NGOs shall deemed to be in default this memorandum of understanding (a organization/institution/RKSs/NGOs default),

unless the default has occurred solely as a result any break of this Memorandum of understanding by the Mission Director, National Health Mission, Himachal Pradesh or due to major force majeure. The default referred to herein shall include:

- 34.1.1. The performance security/bank guarantee has been en-cashed and appropriated in accordance with clause 27 and the organization/ Institution/ RKSs/NGOs fails to replenish or provide fresh performance security/bank guarantee within a period of 30 days.
- 34.1.2. Subsequent to the replenishment or furnishing of fresh performance security/bank guarantee in accordance with clause 27, the organization/ institution/RKSs/NGOs fails to cure within a period of 90 days, the organization/ institution/RKSs/NGOs default for which whole or part of performance security/bank guarantee was appropriated.
- 34.1.3. The organization/institution/RKSs/NGOs are in material breach of its obligation laid down in this memorandum of understanding.
- 34.1.4. The organization/institution/RKSs/NGOs abandons or manifests intention to abandon the holding of Multi-Specialty Surgical camps in various parts of Himachal Pradesh without prior written consent of the Mission Director, National Health Mission, Himachal Pradesh.
- 34.1.5. The organization/institution/RKSs/NGOs is in breach of the requirements.
- 34.1.6. Upon occurrence of financial default, the lenders' Representative has by notice required the Mission Director, National Health Mission, Himachal Pradesh to undertake suspension and the organization/institution/RKSs /NGOs fail to cure within a period of 15 days of such notice.
- 34.1.7. A breach of any of the Memorandum of understanding by the organization/institution/RKSs/NGOs has caused a material adverse effect.
- 34.1.8. The organization/institution/RKSs/NGOs creates encumbrance in breach of this memorandum of understanding.
- 34.1.9. The organization/institution/RKSs/NGOs repudiates this memorandum of understanding or otherwise takes any action or evidences or conveys an intention not to be bound by this memorandum of understanding.
- 34.1.10. There is a transfer, pursuant to law of
 - a) The right and or obligations of the organization/institution/RKSs / NGOs under any of the memorandum of understanding, or of
 - b) All or part of the assets or undertaking of the organization/ institution/RKSs/NGOs and such transfer cause of material adverse effect.
- 34.1.11. An execution levied on any of the assets of the organization /institution / RKSs/NGOs have caused material adverse effect.
- 34.1.12. The organization/institution/RKSs/NGOs is adjudged bankrupt or insolvent or if a trustee or receiver is appointed for the organization institution/

RKSs/ NGOs or for the whole or material parts of its assets that has a material bearing on the Multi-Specialty Surgical Camps.

- 34.1.13. The organization/institution/RKSs/NGOs has been or is in the process of being liquidated, dissolved, wound up, amalgamated or reconstituted in a manner that would cause, in the reasonable opinion of the Mission Director, National Health Mission, Himachal Pradesh, a material adverse effect.
- 34.1.14. A resolution for winding up of the organization/institution/RKSs/NGOs is passed or may petition for winding up of the organization/institution/ RKSs/ NGOs is admitted by a court of competent jurisdiction and a provisional liquidator or receiver is appointed and such order has not been set aside within 90 days of the date thereof or the organization/ institution/ RKSs/ NGOs is ordered to be wound up by court except for the purpose of amalgamation or reconstruction; provided that, as part of such amalgamation or reconstruction, the entire property assets and undertaking of the organization/ institution/ RKSs/NGOs are transferred to the amalgamated or reconstructed entity and that the amalgamated or reconstructed entity has unconditionally assumed the obligations of organization/institution/RKSs/NGOs under this Memorandum of understanding and provided that:
- a) The amalgamated or reconstructed entity has the capability and operating experience necessary for the performance of its obligation under this memorandum of understanding.
 - b) The amalgamated or reconstructed entity has the financial standing to perform its obligation under this memorandum of understanding and has credit worthiness at least as good as that of the organization/ institution/RKSs/NGOs as the awarded/appointed date.
 - c) Each of the memorandum of understanding remains in full force and effect.
 - d) Any representation or warranty of the organization/institution/RKSs /NGOs herein contained which is, as of the date hereof, found to be materially false or the organization/institution/RKSs/NGOs is at any time hereafter found to be in breach thereof.
 - e) The organization/institution/RKSs/NGOs submits to the Mission Director, National Health Mission, Himachal Pradesh any statement which a material effect on the Mission Director, National Health Mission, Himachal Pradesh's rights obligation or interests and which is false in material particulars
 - f) The organization/institution/RKSs/NGOs has failed to fulfill any obligation, for which failure termination has been specified in this agreement; or
 - g) The organization/institution/RKSs/NGOs commits a default in complying with any other provision of this memorandum of understanding if such a default causes material adverse effect on the Mission Director, National Health Mission, Himachal Pradesh.

- h) That the organization/institution/RKSs/NGOs shall neither claim nor be entitled to any payment for any damage caused due to any harm whatsoever, incidental.
- i. That institution shall keep indemnified the National Health Mission, Himachal Pradesh from any dispute arising out of this arrangement.
- j. That each page of this agreement must be signed on the behalf of organization /institution/RKSs/NGOs or by the authorized representative and must carry the seal of the organization/institution /RKSs/NGOs on each page of this agreement.
- k. That the camps allotted to the organization/institution /RKSs/ NGOs will be conducted within one year under normal circumstances free from any natural calamity.
- l. That a person signing the memorandum of understanding s on the behalf of organization/institution/RKSs/NGOs shall deemed to be warranted that he has the authority to bind the organization/ institution/RKSs/NGOs and if, on enquiry, it appears that the person so signing had no authority to do so, the Mission Director, National Health Mission, Himachal Pradesh may without prejudice approach to other civil/criminal remedies against the signatory who will be liable for all costs and damages.
- m. Head organization/institution/RKSs/NGOs will have to submit the list of specialists, para-medical staff and other officials and their address to concerned Chief Medical Officer/Block Medical Officer before ten days from starting the Multi-Specialty surgical camp.

That the organization/institution/RKSs/NGOs shall not

- 34.1.15. Assign or sublet the camp
- 34.1.16. Disclose the detail or the condition governing the contract to unauthorized person (including) against the contract is permissible only for the bonafied use of Government and quasi public and not for other private parties use.)
- 34.1.17. Change the list of specialists, para-medical staff and supporting staff who will conduct the camp without prior information to the concerned CMO.
- 35. That no interest shall be paid on any payment in any case.
- 36. The accepted/approved rates will remain in force for a minimum of one year and no change in rates will be accepted.
- 37. Only those parties should responds to this Expression of Interest notice who have the capability to conduct these camps.
- 38. The defaulter organization/institution/RKSs/NGOs who have been fined in any previous years or black listed in any Government/Semi-Government need not post/submit their Expression of Interest. An affidavit along with the Expression of Interest must be submitted about the previous experience or black listing.
- 39. Insurance of patients by the organization/institution/RKSs/NGOs must be covered on or before conducting the Multi-Specialty Surgical Camps and proof of the insurance must be submitted to the concerned Chief Medical Officer/ Block Medical Officer where the camp is to be organized failing which you will held responsible for any litigation arising for the delay on your part.

40. The patient must be covered under the indemnity insurance scheme by the organization on or before conducting the Multi-Specialty surgical Camps and proof of the insurance must be submitted to the concerned Chief Medical Officer/ Block Medical Officer where the camp is being organized failing which organization will held responsible for any litigation arising for the delay on their part.
41. Termination of the Memorandum of Understanding (MoU) can be done by giving 30 days notice to the party, if either party that venture covered by the memorandum of understanding is unviable and unworkable.
42. The organization/institution/RKSSs/NGOs will not claim the reimbursement from any other agency for the same patients who has been operated during Multi-specialty Surgical Camp.
43. The undersigned reserves the right to accept or reject any proposal or to modify the terms and conditions or to annul the selection process at any time, without incurring, any liability assigning any reasons.
44. Preference will be given to the patients from Himachal Pradesh in the Multi-Speciality Surgical Camps for surgeries.

Mission Director,
National Health Mission,
Directorate of Health & Family Welfare
Block No.6 SDA Complex, Kasumpti, Shimla-171009,

Expression of Interest (EoI) for Holding of Multi-Specialty Surgical Camps under NHM in Himachal Pradesh PERFORMANCE BANK GUARANTEE OF _____ (Name of organization/institution/RKSs/NGOs)

Bank Guarantee No.: Dated: _____

Issuer of Bank Guarantee: _____ (Name of the Bank)

(Hereinafter referred to as the “Bank”)

Beneficiary of Bank Guarantee:

Mission Director, National Health Mission, Himachal Pradesh, Directorate of Health Services, Block No.6 SDA Complex, Kasumpti, Shimla Himachal Pradesh Nature of Bank Guarantee: Unconditional and irrevocable Bank Guarantee.

Context of Bank Guarantee

Performance during Concession Period in respect of draft Memorandum of understanding

(hereinafter referred to as the “Agreement”) to be executed amongst Mission Director,

National Health Mission, Himachal Pradesh, Directorate of Health Services, Block No.6

SDA Complex, Kasumpti, Shimla Himachal Pradesh (“hereinafter referred to as the

“MD, NHM, HP ”); HP State Health & Family Welfare society

_____(hereinafter referred to as the “Confirming Party”) and

_____(Name of the organization/institution/ RKSs /NGOs

(hereinafter referred to as the “organization/institution/RKSs/NGOs”) for the holding of

Multi-Specialty Surgical Camps in various parts of Himachal Pradesh location

_____ (Himachal Pradesh) (hereinafter referred to as the “Project”),

provided however, such context of the Bank Guarantee or reference to the Agreement in

this Bank Guarantee shall in no manner be relied upon at any stage to adversely affect or

dilute the unconditional and irrevocable nature of this Bank Guarantee. The title of this

Guarantee i.e. “Performance Security” shall in no manner and at no stage be relied upon to

adversely affect or dilute the unconditional and irrevocable nature of this Bank Guarantee.

The Contract of Bank Guarantee is an independent Contract between the Bank and MD,

NHM, HP and is not dependent upon execution or performance of any Agreement between

MD, NHM, HP and _____ (name of the organization/institution/ RKSs/ NGOs).

Operative part of the Bank Guarantee:

At the request of the _____ Name of the organization/ institution/

RKSs /NGOs, we _____, _____ (name and address of the bank),

hereinafter referred to as the “Bank”), do hereby unconditionally and irrevocably affirm

and undertake that we are the Guarantor and are responsible to the MD, NHM, HP i.e. the beneficiary on behalf of the_____ .

Name of the organization/ institution/RKSs/NGOs,organization/institution/ RKSs/ NGOs) , up-to a total sum of Rs. ____ Lakhs (Rupees ____ Lakhs Only), such sum being payable by us to MD, NHM, HP immediately upon receipt of first written demand from the MD, NHM, HP. We unconditionally and irrevocably undertake to pay to the MD, NHM, HP on an immediate basis, upon receipt of first written demand from the MD, NHM, HP and without any cavil or argument or delaying tactics or reference by us to_____ (name of organization/ institution/RKSs /NGOs and without any need for MD, NHM, HP to convey to us any reasons for invocation of the Guarantee or to prove the failure to perform on the part of the Concessionaire or to show grounds or reasons for the demand or the sum specified therein, the entire sum or sums within the limits of Rs.____ Lakhs (Rupees____ Lakhs Only).

We hereby waive the necessity of the MD, NHM, HP demanding the said amount from _____(name of the organization/institution/RKSs/NGOs)) prior to serving the Demand Notice upon us.

We further agree and affirm that no change or addition to or other modification to the terms of the Agreement, shall in any way release us from any liability under this unconditional and irrevocable Guarantee and we hereby waive notice of any such change, addition or modification. We further agree with the MD, NHM, HP that the MD, NHM, HP shall be the sole and the exclusive judge to determine that whether or not any sum or sums are due and payable to him by _____ (Name of the organization/institution/RKSs/NGOs, which are recoverable by MD, NHM, HP by invocation of this Guarantee.

This Guarantee will not be discharged due to the change in constitution of the Bank or the _____(name of the organization/institution/ RKSs/ NGOs). We undertake not to withdraw or revoke this Guarantee during its currency/validity period, except with the previous written consent of the MD, NHM, HP.

We unconditionally and irrevocably undertake to pay to the MD, NHM, HP, any amount so demanded not exceeding Rs. ____Lakhs (Rupees ____ Lakhs Only) notwithstanding any dispute or disputes raised by _____ (name of the organization/institution/ RKSs/NGOs or anyone else in any suit or proceedings before any dispute review expert, arbitrator, court, tribunal or other authority, our liability under this Guarantee being absolute, unconditional and unequivocal.

The payment so made by us under this Guarantee to the MD, NHM, HP, shall be a valid discharge of our liability for payment under this Guarantee and the Concessionaire shall be a valid discharge of our liability for payment under this Guarantee and the Concessionaire shall have no claim against us for making such payment.

This unconditional and irrevocable Guarantee shall remain in full force and effect and shall remain valid until _____ .

Notwithstanding anything contained herein: Our liability under this Bank Guarantee shall not exceed Indian Rs. ____ Lakhs (Rupees ____ Lakhs Only).

This unconditional and irrevocable Bank Guarantee shall be valid w.e.f. _____to _____. We are liable to pay the guaranteed amount or any part thereof under this unconditional and irrevocable Bank Guarantee only and only if the MD, NHM, HP serves upon us a written claim or demand on or before_____.

Authorized Signatory

For upto a total sum of Rs. ____ Lakhs (Rupees ____ Lakhs Only), such sum being payable by us to MD, NHM, HP immediately upon receipt of first written demand from the MD, NHM, HP.

We unconditionally and irrevocably undertake to pay to the MD, NHM, HP on an immediate basis, upon receipt of first written demand from the MD, NHM, HP and without any cavil or argument or delaying tactics or reference by us to _____ (Name of organization/institution/RKSs/NGOs) and without any need for MD, NHM, HP to convey to us any reasons for invocation of the Guarantee or to prove the failure to perform on the part of the _____ (name of the organization/institution/RKSs/NGOs) or to show grounds or reasons for the demand or the sum specified therein, the entire sum or sums within the limits of Rs.____ Lakhs (Rupees ____ Lakhs Only).

We hereby waive the necessity of the MD, NHM, HP demanding the said amount from _____ (name of organization/institution/RKSs/NGOs) prior to serving the Demand Notice upon us.

We further agree and affirm that no change or addition to or other modification to the terms of the Agreement, shall in any way release us from any liability under this unconditional and irrevocable Guarantee and we hereby waive notice of any such change, addition or modification. We further agree with the MD, NHM, HP that the MD, NHM, HP shall be the sole and the exclusive judge to determine that whether or not any sum or sums are due and

payable to him by _____ (name of organization/institution/ RKSs /NGOs), which are recoverable by the MD, NHM, HP by invocation of this Guarantee.

This Guarantee will not be discharged due to the change in constitution of the Bank or _____ (name of the organization/institution/RKSs/NGOs). We undertake not to withdraw or revoke this Guarantee during its currency/ validity period, except with the previous written consent of the MD, NHM, HP.

We unconditionally and irrevocably undertake to pay to the MD, NHM, HP, any amount so demanded not exceeding Rs. ____ Lakhs (Rupees ____ Lakhs Only) notwithstanding any dispute or disputes raised by _____ (name of the organization /institution/RKSs /NGOs) or anyone else in any suit or proceedings before any dispute review expert, arbitrator, court, tribunal or other authority, our liability under this Guarantee being absolute, unconditional and unequivocal.

The payment so made by us under this Guarantee to the MD, NHM, HP, shall be a valid discharge of our liability for payment under this Guarantee and _____ (name of the organization /institution /RKSs/NGOs) shall be a valid discharge of our liability for payment under this Guarantee and the _____ (name of the organization /institution /RKSs/NGOs) shall have no claim against us for making such payment.

This unconditional and irrevocable Guarantee shall remain in full force and effect and shall remain valid until _____. Notwithstanding anything contained herein: Our liability under this Bank Guarantee shall not exceed Indian Rs. ____ Lakhs (Rupees ____ Lakhs Only). This unconditional and irrevocable Bank Guarantee shall be valid w.e.f. _____ to _____.

We are liable to pay the guaranteed amount or any part thereof under this unconditional and irrevocable Bank Guarantee only and only if the DoH&FW serves upon us a written claim or demand on or before _____. _____.

Authorized Signatory

For, upto a total sum of Rs. ____ Lakhs (Rupees ____ Lakhs Only), such sum being payable by us to MD MD, NHM, HP, NHM, HP immediately upon receipt of first written demand from the MD, NHM, HP.

We unconditionally and irrevocably undertake to pay to the MD, NHM, HP on an immediate basis, upon receipt of first written demand from the MD, NHM, HP and without any cavil or argument or delaying tactics or reference by us to _____ (name of the

organization/institution/RKSs/NGOs) and without any need for MD, NHM, HP to convey to us any reasons for invocation of the Guarantee or to prove the failure to perform on the part of the _____ (Name of the organization/institution/RKSs/NGOs) or to show grounds or reasons for the demand or the sum specified therein, the entire sum or sums within the limits of Rs.____ Lakhs (Rupees _____ Lakhs Only).

We hereby waive the necessity of the MD, NHM, HP demanding the said amount from _____(name of the organization/institution/RKSs/NGOs prior to serving the Demand Notice upon us.

We further agree and affirm that no change or addition to or other modification to the terms of the Agreement, shall in any way release us from any liability under this unconditional and irrevocable Guarantee and we hereby waive notice of any such change, addition or modification. We further agree with the MD, NHM, HP that the MD, NHM, HP shall be the sole and the exclusive judge to determine that whether or not any sum or sums are due and payable to him by _____(name of the organization/institution/RKSs/NGOs, which are recoverable by the MD, NHM, HP by invocation of this Guarantee.

This Guarantee will not be discharged due to the change in constitution of the Bank or the _____(name of the organization/institution/RKSs/NGOs). We undertake not to withdraw or revoke this Guarantee during its currency/ validity period, except with the previous written consent of the MD, NHM, HP. We unconditionally and irrevocably undertake to pay to the MD, NHM, HP, any amount so demanded not exceeding Rs. _____Lakhs (Rupees _____ Lakhs Only) notwithstanding any dispute or disputes raised by _____(name of the organization /institution/RKSs /NGOs) or anyone else in any suit or proceedings before any dispute review expert, arbitrator, court, tribunal or other authority, our liability under this Guarantee being absolute, unconditional and unequivocal.

The payment so made by us under this Guarantee to the MD, NHM, HP, shall be a valid discharge of our liability for payment under this Guarantee and the _____(name of the organization/institution/RKSs/NGOs) shall be a valid discharge of our liability for payment under this Guarantee and the _____(name of the organization /institution/RKSs/NGOs) shall have no claim against us for making such payment.

This unconditional and irrevocable Guarantee shall remain in full force and effect and shall remain valid until _____.

Notwithstanding anything contained herein: Our liability under this Bank Guarantee shall not exceed Indian Rs. ____Lakhs (Rupees ____ Lakhs Only).

This unconditional and irrevocable Bank Guarantee shall be valid w.e.f. _____to _____.

We are liable to pay the guaranteed amount or any part thereof under this unconditional and irrevocable.

Bank Guarantee only and only if the MD, NHM, HP serves upon us a written claim or demand on or before _____. _____

Authorized Signatory

For

Annexure – III

(I) OBG Major Surgeries

1. Total abdominal hysterectomy AUB
2. Total abdominal hysterectomy with B/L salpingectomy AUB
3. Total abdominal hysterectomy with USO
4. Total abdominal hysterectomy with BSO
5. Vaginal hysterectomy with PFR
6. Vaginal hysterectomy with kelleys stitch
7. Vault repair
Burch Retropubic Colposuspension
8. Nondescent vaginal hysterectomy
9. Extrafascial hysterectomy
10. Extended hysterectomy with BSO
11. Exploratory laparotomy for ruptured ectopic pregnancy
12. Exploratory laparotomy proceed surgical staging with TAH and BSO with infracolic comentectomy
13. Exploratory laparotomy proceed cystectomy/oophrectomy
14. Diagnostic laparoscopy for Primary infertility
15. Diagnostic laparoscopy proceed
Chromotubation –prim. Infertility
Hysteroscopy with chromotubation – prim. Infertility
16. Diagnostic hysteroscopy
Primary infertility
S/M fibroid
17. Diagnostic hysteroscopy proceed
Endometrial biopsy
F/C with cervix biopsy AUB (N)

18. Purandre's cervicopexy
19. Abdominal MYOMECTOMY
20. Recanalisation
21. Vaginoplasty
22. Repair of VVF/repair RVF
23. Forthergills repair/manchiester repair
24. Excision of vaginal septum
25. Laproscopic cystectomy
26. Total laproscopic hysterectomy (TLH)
27. Laproscopic assessted vaginal hysterectomy (LAVH)
28. Laproscopic myomectomy

(II) Major General Surgeries

Sr. no.	Procedure	Group
1	Appendicectomy	General Surgery
2	Fissurectomy	General Surgery
3	Hernia - Epigastric	General Surgery
4	Hernia - Incisional	General Surgery
5	Hernia - Repair & release of obstruction	General Surgery
6	Hernia - Umbilical	General Surgery
7	Hernia - Femoral	General Surgery
8	Hernioplasty	General Surgery
9	Haemorrhoidectomy	General Surgery
10	Cholecystectomy & Exploration of CBD	General Surgery
11	Cholecystostomy	General Surgery
12	Laproscopic Hernia Repair	General Surgery
13	Lap. Cholecystectomy & CBD exploration	General Surgery
14	Laproscopic Cholecystectomy	General Surgery
15	Laproscopic ventral hernia repair	General Surgery

16	Uretero lithotomy	General Surgery
17	Cystolithotomy	General Surgery
18	Pyelolithotomy	General Surgery
19	Pilonidal sinus	General Surgery
20	WLE Malig.B.Lump/ Mastectomy	General Surgery

(III) Major Eye Surgeries

Ophthalmology		
1	Cataract – Unilateral with IOL	Ophthalmology
2	Cataract – Unilateral +Glaucoma surgery (trabeculectomy)	Ophthalmology
3	Lensectomy	Ophthalmology
4	Iridectomy	Ophthalmology
5	Dacryocystectomy (DCY)	Ophthalmology
6	Entropion/Ectropion Surgery	Ophthalmology