



Empanelment Applied for :

- a)  **Multispeciality (General Purpose)<sup>1\*</sup> (Minimum three specialities)**
- b)  **Super Speciality (One or more Speciality)**
- c)  **Dental Care Centre**
- d)  **Super Speciality Eye Care**
- e)  **Diagnostic Centre**

(Please tick the appropriate box)

**Super Speciality – Specify speciality –**

- Cardiology, Cardiovascular and Cardiothoracic surgery**
- Neurology and Neurosurgery**
- Urology – including Dialysis and Lithotripsy (Renal Transplant, if available)**
- Orthopaedic Surgery – including arthroscopic surgery and Joint Replacement**
- Gastroenterology and GI-Surgery (Liver Transplant, if available)**
- Comprehensive Oncology (includes surgery, chemotherapy and Radiotherapy)**
- Paediatrics and Paediatrics surgery**
- Endoscopic surgery**
- E.N.T. including Specialised surgeries**
- Any other (specify the name of the Speciality)**

**Note : Facilities for Relevant Diagnostic procedures/investigations should be available.**

Note : <sup>1\*</sup> **Multispeciality (General Purpose)** - shall include General Medicine, General Surgery, Obstetrics and Gynaecology, Paediatrics, Orthopaedics, ICU and Critical Care Units (ENT, Ophthalmology, Dental specialities desirable) and facilities for Radiology and in house laboratory and Blood Bank. These hospitals will not be considered for ONE Speciality/or selected specialities only. However, they can be considered for additional Specialities in addition to General Purpose treatment.

Signature of the Authorised Applicant

**Dental Care Centre**

Applied for :-

- General Dentistry
- Special Dental procedures – speciality specified
- Diagnostic procedures/investigations for Dental

**Super Speciality 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 following :

- 1. Under CGHS/CS(MA)/CHSS of DAE, GOI  
CHSS of DoS, GOI/any CPSU Yes  No
- 2. Under State Health Authority/Local Body Yes  No
- 3. Under any Medical Health Insurance  
Organisation (If yes, specify) Yes  No


- 4. Trust Hospital Yes  No
- 7. Whether CGHS rates acceptable Yes  No
- 8. Whether NABH/NABL Accredited Yes  No
- 9. Total no. of beds/ICU beds/speciality wise beds/  
super-speciality wise beds.
- 10. Any other relevant information.
- 11. Rate list for various treatment/investigation to be enclosed.

Signature of the Authorised Applicant

### **NURSING HOMES PROVIDING SINGLE OR MULTI SPECIALITY SERVICES**

1. The hospital should have full time/round-the-clock qualified doctors, nursing and para medical staff.
2. It should have minimum 20 beds.
3. It should be able to provide emergency services.
4. It should have pathology laboratory facilities.
5. It should have power back up.
6. It should have OPD facilities with adequate sitting arrangements.

### **CRITERIA FOR ORTHOPAEDIC CENTRE:**

1. The hospital should have qualified Orthopaedic Surgeon.
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.

(On Non judicial stamp paper of ₹100/-)

**AGREEMENT BETWEEN  
NPCIL RAWATBHATA RAJASTHAN SITE  
AND \_\_\_\_\_**

This Agreement is made and executed on this \_\_\_\_\_ day of \_\_\_\_\_, 2017 by and between **NPCIL Rawatbhata Rajasthan Site** having its office at Rawatbhata as First Party AND \_\_\_\_\_ 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 / Diagnostic Centres / Pathological Labs. /Consultants / Visiting Consultants all over India. AND WHEREAS, \_\_\_\_\_ agreed to give the following treatment / diagnostic facilities to the Beneficiaries in the Hospitals / Diagnostic Centres / Pathological Labs owned by the Second Party.

- Orthopedic Services

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 to the beneficiaries.
- 1.2 Both outpatient and inpatient treatment including emergencies and any other procedures under the approved Package rates shall be extended on credit basis to all the CHSS beneficiaries and no separate charges or fees of any kind 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. The schedule of the rates is Non NABH/ NABL CGHS rates applicable at Jaipur, Rajasthan. However discount @ \_\_\_ % on applicable Non NABH/ NABL rates and discount @ \_\_\_ % on MRP of medicines & consumables.
- 1.3 The charges for the treatment of all the categories of procedures under the Package are to be charged according to the package rates wherever applicable. The cost of the items like stent, valves, pace makers, implants, prosthesis etc. which is not included in the packages shall be used, if required, only with prior approval of the Medical Superintendent and will be charged at rate of Non NABH/NABL CGHS rates applicable at Jaipur, Rajasthan.
- 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 Medical Superintendent.
- 1.5 The package rate, if any, under the treatment requirement will be calculated as per the rate specified in applicable non NABH / NABL CGHS rates list. 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 patient's 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 If during the validity period of this Agreement the applicable CGHS rates revised, the revised rates will be made effective on specific request of the empanelled Hospital/Laboratories/Diagnostics Centre. The revised rates will not be applicable on the patients who already admitted in Hospital/ Laboratories/ Diagnostics Centre for treatment or discharged from Hospital/ Laboratories/ Diagnostics Centre. However, the revision of rates in downward trend will be applicable from the effective date of change.
- 1.8 The Second Party shall provide services only for which it has been empanelled by NPCIL, RR Site at the non NABH/NABL CGHS rates 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 Superintendent and the charges will be as per the charge applicable CGHS rates.
- 1.9 The Hospital will admit the patients on the basis of the Authority letter issued by the Medical Superintendent in the prescribed format.
- 1.10 The Second Party shall furnish/submit claim bill on monthly basis by 10th day of the succeeding calendar month in the prescribed format to the First Party in respect of the beneficiaries treated / investigated in one soft copy in CD and four copies of statement of such bill to Medical superintendent, RAPS Hospital.
- 1.11 The Second Party shall submit all the medical records in soft as well as in hard copy i.e. Copy of referral letter, summary of treatment, discharge card, case sheet or patient treatment sheet, prescription slips (signed by the Medical Officer) duly signed by authorised representative of the respective Hospital/laboratories /Diagnostics Centre to the First Party.
- 1.11.1 Cash memos/ bills i.e. for procedure, medicines, investigations reports, Feedback Forms as specimen attached Annexure-I, stay etc. each to be signed by patient or his/her concerned relatives.

1.11.2 Patient wise treatment bill with CGHS item codes & rates duly counter signed by the patient or his/her attendant is to be provided in the format as Annexure-II.

1.11.3 Monthly bill summary sheet of all patients treated in the particular month is to be provided in the following format:

Sl. No.	Patient Name	Bill No.	Treatment Amount	Medicine Amount	Rebate on Treatment Amount	Rebate on Medicine Amount	Net Amount
1	2	3	4	5	6	7	8
						Total	

1.11.4 It is essential for the Empanelled Hospital to quote the batch No. when a coronary /vascular Stents & PTCA Balloon /AICDS of any type or any other device is implanted in the case of a beneficiaries of first party and also enclosed a copy of the relevant invoice pertaining to the procurement of the stents & PTCA Balloon /AICDS by the hospital. In addition to this the outer pouch of the stents packets along with the sticker on it on which details of the stents & PTCA Balloon /AICDS are printed shall also be enclosed with the medical bills for claiming reimbursement from NPCIL, RR Site.

1.11.5 The empanelled hospital shall submit a self-certified undertaking that the hospital has not charged the beneficiaries of first party more than the rates at which the stent & PTCA Balloon /AICDS has been procured by the hospital.

1.11.6 Reimbursement for IOL Implants will be limited to CGHS rates or actual procurement rate whichever less is. It is mandatory for the operation surgeon of empanelled hospital to attach the empty IOL sticker bearing the signature and stamp of the operating surgeon on it along with the bill in support of type of IOL used, containing its batch number.

1.11.7 Reimbursement for any type of Implants will be limited to CGHS rates or actual procurement rate whichever less is. It is essential for the Empanelled Hospital to quote the batch No. when any type of implant is used in the case of CHSS beneficiaries and also enclosed a copy of the relevant invoice pertaining to the procurement of the implants by the hospital. In addition to this the outer pouch of the implants packets along with the sticker on it on which details of the implants are printed shall also be enclosed with the medical bills for claiming reimbursement from NPCIL, RR Site.

1.11.8 The Second Party shall submit monthly bill in the following format in soft copy (CD) in excel format to the First Party.

CGHS Code	Description	Bill No.	Quantity	Rate	Amount	Rebate	Net amount

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 CGHS 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 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 centre.
- 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 concerned Medical Superintendent whenever patient needs further referral.

## **2.0 DUTIES AND RESPONSIBILITIES OF HOSPITALS / DIAGNOSTIC CENTRES/ PATHOLOGICAL LABS.**

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 / DIAGNOSTIC CENTRES / PATHOLOGICAL LABS. 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 misdemeanours, negligence, misconduct or deficiency in services, if any.

#### **4.0 TREATMENT IN EMERGENCY**

Notwithstanding anything contained in this agreement, in case of emergency, the Second Party shall not refuse admission or demand advance from the 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 Medical Superintendent 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 otherwise the submission of the bill will be treated as final submission from the dates on which second party full fill observation, comments of the first party.

## **8.0 DURATION**

The Agreement shall remain in force initially for a period of one year (01) which may be extended another one year limited to three years based on the performance/ services and feedback of beneficiary or till it is modified or revoked, whichever is earlier.

## **9.0 ARBITRATION**

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.
- 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.
- 10.6 Second party will inform quarterly in writing to the First party the details of full time visiting consultants list with their qualification and experience etc. Any change in the panel of doctors of Empanelled Hospital mentioned in the qualification bid should be communicated by the Empanelled Hospital to RAPS hospital within a week of such change.
- 10.7 In case of angiography/ angioplasty or like procedures, pre-procedure and post procedure CD will be provided to the first party.
- 10.8 All statutory levies. i.e. income Tax etc. applicable to the related with MOU and services will be deducted from the bills by the NPCIL.
- 10.9 Employee's entitled type of accommodation will be clearly mentioned in the referral letter and empanelled Hospital should provide according to the referral letter. If higher accommodation is provided the payment will be restricted as per entitled accommodation only.
- 10.10 Bill should be raised only maximum for two visits of consultant per day, irrespective of the number of visit made.

- 10.11 One copy of discharge card and relevant investigation report should be given to the beneficiary/patient or his relative at the time of discharge.
- 10.12 Inspection:-The committee comprised of Various NPCIL officials/Doctors may visit your Hospital/Diagnostic centre for the inspection of facilities provided and concerned records.
- 10.13 Empanelled hospital/diagnostic centre should appoint a PRO/Manager to take care of the requirement of referred patient from RAPS hospital and this should be noted in writing to M.S. RAPS hospital immediately after signing of MOU and thereafter if any change in PRO/Manager.
- 10.14 It is the responsibility of the Empanelled hospital/Diagnostic centre to ensure correctness of the bill. Any deviation in the rates than CGHS rates or any false/duplicity in claim is observed ,penalty amount to double of such wrong rates/false claim, as the case may be, will be recovered from the current bill.
- 10.15 The Officer in-charge of this work is the Medical Superintendent, RAPS Hospital.

## **11.0 NOTICE**

- 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 address as below.
- 12.0 The second party will not providing services to any organization/Individual (Whether Govt. or Pvt.) below the quoted rate to NPCIL during entire period of agreement. In the event of any case where our rates are below the quoted rate to NPCIL, second party undertake to indemnify the NPCIL for the difference of the same and also authorized to recover such amount from second party outstanding bills/ Security deposits against the present contracts and empanelment will be liable to be "CANCELLED"
- 13.0 Any legal proceeding or suit arising out of this contract shall be institute in the court of competent jurisdiction located within the limits of district Chittorgarh (Rajasthan).

Medical Superintendent/Medical Superintendent. Hospitals / Diagnostic Centres / Pathological Labs.  
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

For and on behalf of (\_\_\_\_\_) )  
Duly authorized vide Resolution No. .... dated .....of  
(\_\_\_\_\_) )  
(Second Party)

In the presence of (Witnesses)

- 1.
- 2.

Signed by

Senior Manager (HR)  
For and on behalf of NPCIL, RR Site  
(First Party)

In the Presence of (Witnesses)

- 1.
- 2.

NOTE: This agreement is common for Hospitals / Diagnostic Centres / 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.