

No.....

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

.....,

This Agreement is made and executed on this_____day of_____, 2021 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 / Nursing Home/ Diagnostic Centre / Dental Clinic/ Pathological Lab. / Consultant / Visiting Consultant 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 / Nursing Homes/ Diagnostic Centres / Dental Clinics/ Pathological Labs. /Consultants / Visiting Consultants all over India. AND WHEREAS, (Name of the Hospital/ Nursing Home/ Diagnostic Centre / Dental Clinic/ Pathological Lab. /Consultant / Visiting Consultant) agreed to give the following treatment / diagnostic facilities to the Beneficiaries in the Hospitals / Nursing Homes/ Diagnostic Centres / Dental Clinics/ Pathological Labs/ Consultants / Visiting Consultants 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 / Nursing Home/ Diagnostic Centre / Dental Clinics/ Pathological Lab. /Consultant / Visiting Consultant. The schedule of the rates is indicated in **ANNEXURE-A**.
- 1.3 The charges for the treatment of all the categories of procedures under the Packages is to be charged according to the package rates wherever approved. 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 concurrence of the Medical Superintendent/MOIC of KAPS Hospital and charged accordingly.
- 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/MOIC of KAPS Hospital.
- 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 freshner
- 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. However, the revised CGHS/CSMA/CHSS rates will be made effective on specific request of the Hospital/Nursing Home/ Laboratory/ Diagnostic Centre/ Dental Clinics/ Consultant/ Visiting Consultant from date of revision of notification by the respective authority and amendment can be issued accordingly.

1.8 The Second Party shall provide services only for which it has been empanelled by NPCIL, Kakrapar Gujarat Site 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 Superintendent/MOIC of KAPS Hospital and the charges will be as per the charge fixed by NPCIL, Kakrapar Gujarat Site for the same treatment in the nearby locality.

- 1.9 The Hospital will admit the patients on the basis of the Authority letter issued by the Medical Superintendent/MOIC of KAPS Hospital in the prescribed format.
- 1.10 The Second Party shall furnish reports 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.
- 1.11 The Second Party shall submit soft copy of medical records of beneficiaries along with the bills wherever computerized hospital management system exists 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 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/MOIC of KAPS Hospital 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/MOIC of KAPS Hospital.
- 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 Empanelment of Referral Hospitals 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 Medical Superintendent/MOIC of KAPS Hospital whenever patient needs further referral.

2.0 DUTIES AND RESPONSIBILITIES OF HOSPITALS / NURSING HOMES/DIAGNOSTIC CENTRES /DENTAL CLINICS 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 / NURSING HOMES/DIAGNOSTIC CENTRES / DENTAL CLINICS/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 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 Medical superintendent/MOIC of KAPS Hospital by FAX / e-mail 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 further period 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**

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.

Medical Superintendent/MOIC.

Hospital / Nursing Home/ Diagnostic Centre / Pathological Lab/ Dental Clinic /
Consultant/ Visiting Consultant 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

Authorized Representative of NPCIL Unit with Seal
(First Party)

In the Presence of
(Witnesses)

- 1.
- 2.

Signed by

For and on behalf of (Hospitals /Nursing Homes/ Diagnostic Centres / Dental
Clinics/ Pathological Labs./Consultants/Visiting Consultants)
Duly authorized vide Resolution No. dated
of (name of Hospitals / Nursing Homes/Diagnostic Centres / Dental Clinics/
Pathological Labs.)
(Second Party)

In the presence of
(Witnesses)

- 1.
- 2.

NOTE : The agreement format is common for Hospitals / Nursing Homes/
Diagnostic Centres / Pathological Labs/ Dental Clinics/ Consultants/Visiting
Consultants. [Strick off which is not applicable].