



न्यूक्लियर पावर कॉर्पोरेशन ऑफ इंडिया लिमिटेड  
NUCLEAR POWER CORPORATION OF INDIA LTD.

(भारत सरकार का उद्यम A Government of India Enterprise)

कैगा स्थल KAIGA SITE | केजीएस अस्पताल KGS HOSPITAL



कैगा टाउनशिप, डाक घर: कैगा-581400, उत्तर कन्नड़ जिला, कर्नाटक, भारत

Kaiga Township, PO: Kaiga- 581400, Uttar Kannada Dist., Karnataka, India

CIN: U40104MH1987GOI149458

website: www.npcil.nic.in

☎ 08382-254822

पंजीकृत कार्यालय: 16वाँ तल, सेंटर-1, वर्ल्ड ट्रेड सेंटर, कफे परेड, कोलाबा, मुंबई

Regd Off: 16<sup>th</sup> Flr., Centre-1, Word Trade Centre, Cuffe Parade, Colaba, Mumbai-400005.

## EXPRESSION OF INTEREST FOR EMPANELMENT OF USG & CT SCAN CENTRE AT KARWAR ON CGHS RATES

EOI No: KGS/MED/EOI/005/2023

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**NOTICE INVITING EXPRESSION OF INTEREST FOR EMPANELMENT OF USG & CT SCAN CENTRE AT KARWAR ON CGHS BENGALURU RATES.**

Nuclear Power Corporation of India Limited (NPCIL), Kaiga Site invites Expression of Interest (EOI) from eligible USG & CT SCAN CENTRE AT KARWAR ON CGHS BENGALURU RATES for empanelment to extend medical facilities to the CHSS beneficiaries and their dependents of Kaiga Site.

The EOI document may be downloaded from our Website : [www.npcil.nic.in](http://www.npcil.nic.in) or copy can be collected from the office of Medical Superintendent, KGS Hospital, Kaiga Township, PO: Kaiga, Distt. Uttar Kannada.

The duly filled in documents must be sent by speed post or submitted personally in sealed envelope in the office of Medical Superintendent, KGS Hospital, Kaiga Township, PO: Kaiga, Distt. Uttar Kannada, Karnataka -581400 latest by **10.11.2023** at 19.00 hours.

**Medical Superintendent  
KGS Hospital**

## DISCLAIMER

This Expression of Interest (EOI) is issued by the Nuclear Power Corporation of India Limited (NPCIL), Government of India Enterprises under Department of Atomic Energy.

This EOI is meant only for USG & CT SCAN CENTRE AT KARWAR ON CGHS BENGALURU RATES which intend to submit their credentials in line with the terms and conditions set forth in EOI document. While the information in this EOI has been prepared in good faith, it is not and does not purport to be comprehensive or to have been independently verified.

The information in this EOI is selective. Each interested applicant must conduct its own analysis of the information contained in this EOI or to correct any inaccuracies therein that this EOI may contain and is advised to carryout its own investigation into the proposed empanelment for USG & CT SCAN CENTRE AT KARWAR ON CGHS BENGALURU RATES.

The interested USG & CT SCAN CENTRE AT KARWAR ON CGHS BENGALURU RATES may apply in the prescribed Application Format provided at Annexure-I.

An agreement as provided at Annexure-V of this EOI detailing all terms and conditions for availing the medical facility shall be signed between the NPCIL Kaiga Site and the USG & CT Scan Centre. No deviation to terms and conditions indicated in the agreement shall be accepted.

### 1. NPCIL KAIGA SITE – AN INTRODUCTION :

NPCIL, a premier Central Public Sector Enterprise under the Department of Atomic Energy, Government of India has comprehensive capability in all facets of nuclear technology namely, Site Selection, Design, Construction, Commissioning, Operation, Maintenance, Renovation, Modernization & Up-gradation, Plant Life extension, Waste Management and Decommissioning of Nuclear Reactors in India under one roof.

#### 1.1 ABOUT KAIGA SITE:

**Kaiga Site** is located about 55 KM east of Karwar town, 13 KM on the upper side of Kadra Dam situated near the River Kali in Uttara Kannada District Karnataka State and 150 Kms from Belgaum.

**1.2** Kaiga site has its own hospital at Kaiga Township. It caters to around 6214 plus beneficiaries. All medical and some surgical facilities are available at our hospital. Some of the patients are required to be referred to the secondary & tertiary level centers and higher diagnostic facilities for treatment and management which are not available in KGS Hospital.

**1.3** We prefer USG & CT Scan Centre having advanced facilities in the surrounding near by area of Kaiga Site for referring our patients.

## **2.0 TERMS & CONDITIONS :**

2.1 The empanelment of USG & CT SCAN CENTRE AT KARWAR ON CGHS BENGALURU RATES will be based on the medical services requirement and locality as enumerated below :

### **CRITERIA FOR USG CENTRE :**

1. Centre should be registered under the PNDT Act and its status of implementation.
2. Machine should be permanently housed in the Diagnostic Centre. It should be of high-resolution Ultrasound standard and of updated technology. Equipment having convex, sector, linear probes of frequency ranging from 3.5 to 10 MHz and should also have provision/facilities of Trans Vaginal/Trans Rectal Probes.
3. It should have minimum three probes.
4. There should be facilities for print out of hard copies of the images and reports.
5. The centre should have qualified Radiologist.
6. There should have full time Nurse/Female attendant for female patients.
7. The size of the room should be adequate with proper ventilation.
8. There should be emergency recovery facilities for patients undergoing interventional procedures like FANC, drainage of Abscess & Collections etc. with infrastructure for the procedure.
9. There should be anesthetics coverage during such procedures.
10. Availability of clean linens & disposable consumable & sterilized instruments.
11. There should be backup of Generator, UPS, emergency light.
12. Centre should be easily approachable.
13. Workload 250 per month.

### **CRITERIA FOR CT SCAN CENTRE:**

1. The centre should have whole body CT Scan.
2. It should be housed in building as per AERB guidelines.
3. There should be sufficient work space.
4. There should be waiting area which should be separate from the radiation area.
5. There should be provision for changing room.
6. There should be provision of Radiation protective devices like Screen, Lead Apron, Thyroid & Gonads protective shield.
7. There should be equipment for resuscitation of patients like Boyle's apparatus, suction machines, emergency drugs, to combat any allergic reactions due to contrast medium.
8. There should be provision for sterilized instrument, disposable syringes & needles, catheter etc.
9. There should be provision for washed clean linens.
10. There should be qualified Radiologist – having post graduate degree.

11. There should be qualified Radiographer – holding diploma (2 years)/degree in Radiography from recognized institution,
12. There should be nursing staff/female attendant for lady patient.
13. There should be provision for radiation monitoring of all technical staff & doctor through DRP/BARC.
14. There should be coverage by Anesthetist during procedures involving contrast media.
15. There should be disposal of waste.
16. There should be backup of Generator, UPS, emergency light.
17. Centre should be easily approachable.
18. Workload – 50 per month.
19. Installation should be approved by AERB

2.2 The USG & CT SCAN CENTRE AT KARWAR ON CGHS BENGALURU RATES shall provide medical facility to the CHSS beneficiaries based on the referrals made by the authorized signatory of the NPCIL KGS Hospital.

2.3 The beneficiaries of Kaiga Hospital are governed by Contributory Health Services Scheme (CHSS) who are entitled to facilities of private, semi-private or general ward depending on their basic pay / pension. The entitlement is as follows:-

| S. No. | Pay Band        | Entitlement                                                                                               |
|--------|-----------------|-----------------------------------------------------------------------------------------------------------|
| 1.     | Up to X         | Four beds in a room with common toilet / bathroom.                                                        |
| 2.     | Between X and Y | Two beds in a room with attached toilet / bathroom and necessary furnishings ( Semi Private )             |
| 3.     | Y and above     | Single Bed A/c accommodation as per availability in the referral hospital with attached toilet / bathroom |

2.4 The treatment obtained from the empanelled USG & CT Scan Centre will be considered as a part of extended medical facilities of the NPCIL KGS Hospital and cost of such treatment / investigations incurred will be paid directly by NPCIL Kaiga Site to the Multi-Speciality / Super Speciality Hospital.

2.5 Referral Letters signed only by the Medical Superintendent, KGS Hospital or Authorized signatory shall be entertained for treatment.

2.6 The empanelment of USG & CT Scan Centre will be normally for 03 (Three) years & similarly the renewal of empanelment will also be normally for a period of 03 (Three) years based on mutual agreement.

2.7 The terms and conditions for empanelment of USG & CT Scan Centre, may be negotiated for the purpose of extending credit facility to NPCIL Kaiga Site which will enable the beneficiaries to get the appropriate medical treatment without the necessity of cash payment.

2.8 Tax exemption certificate prescribed under the Income Tax Act, 1961 to the company to avail tax exemption by the employees, may be provided by the hospital.

### **3.0 GENERAL INFORMATION & INSTRUCTIONS :**

**3.1** NPCIL Kaiga Site floats this EOI for empanelment of USG & CT Scan Centre, subject to fulfilling the requirement as stated above.

**3.2** Applicants are expected to examine the EOI document carefully before submission. Incomplete applications will be summarily rejected.

**3.3** It would be deemed that prior to the submission of the Application, the applicant has:

- i. Made a complete and careful examination of requirements and other information set forth in this EOI request document.
- ii. Received all such relevant information as it has requested from NPCIL Kaiga Site.

**3.4** The applicant shall bear all costs associated with the preparation and submission of their application.

**3.5** The applicant shall not disclose confidential information relating to the patient to any third party without prior written approval of NPCIL Kaiga Site.

**3.6** NPCIL Kaiga Site reserves the rights to call for the supporting documents for verification if so deemed also cross-check for any details as furnished by the applicant from their previous clients etc. The applicants shall not have any objection whatsoever in this regard.

**3.7** The application submitted by the party shall comprise the documents in support of Qualification, CGHS BENGALURU rate list & Hospital / Diagnostic Centre rate list for the un-coded CGHS procedure. All the envelopes should compulsorily be sealed & super scribed with **EOI for USG & CT SCAN CENTRE AT KARWAR ON CGHS BENGALURU RATES.**

### **4.0 RATES / TARIFF :**

**4.1** The schedule of rates charged by the USG & CT Scan Centre should be comparable with CGHS rates for Bengaluru as notified by Ministry of Health & Family Welfare Department of Health & Family Welfare.

**4.2** If a USG & CT Scan Centre is NABH accredited / non NABH and agrees for CGHS 2014 Bengaluru rates, then they should submit a signed copy of the CGHS 2014 Bengaluru NABH / non NABH rates.

**4.3** The USG & CT Scan Centre empanelled under CGHS rates shall not charge more than the CGHS rates.

**4.4** In a particular place If any of the USG & CT Scan Centre is not ready to provide medical services at CGHS/Government rates but such USG & CT Scan Centre is empanelled or recognized by other Government Organization, i.e., Central government or State Government in the same place, then the schedule of rates on which such USG & CT Scan Centre is empanelled or recognized may be considered.

## **5. EVALUATION AND COMPARISON OF APPLICATIONS**

The Hospital Empanelment Committee will visit and inspect the USG & CT Scan Centre which have given EOI based on the Annexure –IV criteria as the case may be. As per recommendations of Committee, applications will be shortlisted and the rate list of such screened USG & CT Scan Centre will be opened for further process of empanelment.

## **6. AWARD CRITERIA**

The Corporation shall empanel the USG & CT Scan Centre whose evaluated EOI has been determined to be technically suitable and financially lowest and is substantially responsive to the EOI document, provided further that the applicant is determined to be qualified to execute the agreement satisfactorily.

## **7. CORRUPT & FRAUDULENT PRACTICES :**

It is expected that applicants observe the highest standard of ethics during the execution of the contract in pursuance to the policy of “Corrupt & Fraudulent Practices”, that is defined as follows :

- i. “Corrupt practice” means the offering, receiving or soliciting of anything of value to influence the action of a public official in the contract execution.
- ii. “Fraudulent practice” means a misrepresentation of facts to influence the execution of a contract to the detriment of NPCIL and includes collusive practices amongst the applicants (prior to or after EOI submission) designed to establish application process at artificial non-competition levels and to deprive NPCIL of the benefits of free and open competition.

NPCIL will reject a proposal for award of work, if it is determined that any applicant or the agency to whom the work has been awarded is engaged in corrupt or fraudulent practices.

## **8. NPCIL Kaiga Site reserves the right to reject any application if :**

- i. At any point of time, a material misrepresentation is made or uncovered.
- ii. The applicant does not respond promptly and thoroughly to requests for supplemental information required for the evaluation of the Application.

## **9. AGREEMENT :**

The final agreement will be signed by the Senior Manager / Manager (HR) of the NPCIL – Kaiga Site with the USG & CT Scan Centre as the case may be approved for empanelment in the prescribed format as at Annexure-V.

**APPLICATION FORMAT FOR EMPANELMENT OF USG & CT SCAN CENTRE  
AT KARWAR ON CGHS BENGALURU RATES**

**1.** Name of the city where hospital is located.

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
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**2.** Name of the hospital

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**3.** Address

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
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**4.** Tel/fax/e-mail

|                        |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|------------------------|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|
| Telephone              |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Fax                    |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| e-mail/website address |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |

Signature of the Authorised Applicant

**Attachment** : Copy of full NABH certificate with exact period and scope of accreditation signed by Hospital Authority - Yes / No

**5. Empanelment Applied for:**

|    |                |  |
|----|----------------|--|
| a) | USG Centre     |  |
| b) | CT Scan Centre |  |

**6. Whether the USG & CT Scan Centre is recognized under any one or more of following :**

| S.N | Authority                                                         | Yes | No |
|-----|-------------------------------------------------------------------|-----|----|
| a)  | Under CGHS/CS(MA)/CHSS of DAE, CHSS of DoS, GOI/any CPSU.         |     |    |
| b)  | Under State Health Authority/Local Body                           |     |    |
| c)  | Under any Medical Health Insurance Organisation (If yes, specify) |     |    |
| d)  | Trust Hospital                                                    |     |    |

**7. Whether CGHS rates applicable**

|     |  |    |  |
|-----|--|----|--|
| Yes |  | No |  |
|-----|--|----|--|

If “**Yes**” then ***please enclose your latest hospital rate list for other than CGHS procedures.*** and also enclose the latest CGHS Bengaluru rate list for CGHS procedures.

If “**No**”, please enclose your diagnostic centre rate list for empanelment.

**8. Whether NABH/NABL accredited**

Yes

☐

No

☐

**9. Number of Bed**

| Total no. of beds | ICU Beds | Speciality wise beds | Super speciality wise beds |
|-------------------|----------|----------------------|----------------------------|
|                   |          |                      |                            |

**10.** Hospital / Laboratories having NABH/NABL certificate shall attach the copy of the same with the signature of Hospital Authority.

**11.** Any other relevant information..

**12.** Rate list for various treatment/investigation to be enclosed

Signature of the Authorised Applicant

**SECTION-B: (CT SCAN CENTRE)**

**CRITERIA FOR CT SCAN CENTRE:**

1. The centre should have whole body CT Scan.
2. It should be housed in building as per AERB guidelines.
3. There should be sufficient work space.
4. There should be waiting area which should be separate from the radiation area.
5. There should be provision for changing room.
6. There should be provision of Radiation protective devices like Screen, Lead Apron, Thyroid & Gonads protective shield.
7. There should be equipment for resuscitation of patients like Boyle's apparatus, suction machines, emergency drugs, to combat any allergic reactions due to contrast medium.
8. There should be provision for sterilized instrument, disposable syringes & needles, catheter etc.
9. There should be provision for washed clean linens.
10. There should be qualified Radiologist – having post graduate degree.
11. There should be qualified Radiographer – holding diploma (2 years)/degree in Radiography from recognized institution,
12. There should be nursing staff/female attendant for lady patient.
13. There should be provision for radiation monitoring of all technical staff & doctor through DRP/BARC.
14. There should be coverage by Anesthetist during procedures involving contrast media.
15. There should be disposal of waste.
16. There should be backup of Generator, UPS, emergency light.
17. Centre should be easily approachable.
18. Workload – 50 per month.
19. Installation should be approved by AERB.

**SECTION-D: (USG/COLOUR DOPPLER CENTRE)**

**CRITERIA FOR USG/COLOUR DOPPLER CENTRE:**

1. Centre should be registered under the PNDT Act and its status of implementation.
2. Machine should be permanently housed in the Diagnostic Centre. It should be of high-resolution Ultrasound standard and of updated technology. Equipment having convex, sector, linear probes of frequency ranging from 3.5 to 10 MHz and should also have provision/facilities of Trans Vaginal/Trans Rectal Probes.
3. It should have minimum three probes.

4. There should be facilities for print out of hard copies of the images and reports.
5. The centre should have qualified Radiologist.
6. There should have full time Nurse/Female attendant for female patients.
7. The size of the room should be adequate with proper ventilation.
8. There should be emergency recovery facilities for patients undergoing interventional procedures like FANC, drainage of Abscess & Collections etc. with infrastructure for the procedure.
9. There should be anesthetics coverage during such procedures.
10. Availability of clean linens & disposable consumable & sterilized instruments.
11. There should be backup of Generator, UPS, emergency light.
12. Centre should be easily approachable.
13. Workload 250 per month.

( ONLY SUCCESSFUL BIDDER WILL FILL THIS AGREEMENT &  
THIS IS ONLY A SPECIMEN COPY OF AGREEMENT FOR YOUR INFORMATION )

**Annexure-V**

**No.....**  
**AGREEMENT**  
**BETWEEN**  
**NPCIL (NAME OF THE UNIT)**  
**AND**

.....,

This Agreement is made and executed on this \_\_\_\_\_ day of \_\_\_\_\_, 2023 by and between NPCIL (Name of the Unit)..... having its office at ..... Of the First Party AND

..... (*Name of the USG & CT SCAN CENTRE AT KARWAR ON CGHS BENGALURU RATES. with Address*) of the Second Party.

WHEREAS, the Contributory Health Services Scheme is providing comprehensive medical care facilities to all CHSS beneficiaries of NPCIL Kaiga Site and other Units of DAE referred to as “beneficiary”.

AND WHEREAS, NPCIL Kaiga Site Empanelment of Referral Hospitals Scheme proposes to provide treatment facilities and diagnostic facilities to the Beneficiaries in the *USG & CT SCAN CENTRE AT KARWAR ON CGHS BENGALURU RATES.* & all over India. AND WHEREAS, (*Name of the USG & CT SCAN CENTRE AT KARWAR ON CGHS BENGALURU RATES*) agreed to give the following treatment / diagnostic facilities to the Beneficiaries in the Hospitals *USG & CT SCAN CENTRE AT KARWAR ON CGHS BENGALURU RATES.* 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 Diagnostic Centre/USG Centre/referral hospital. 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 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,KGS Hospital.
- 1.5** The package rate, if any, under the treatment requirement will be calculated as per the rate specified in Annexure-A or Annexure-VI. 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** 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/ USG 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 Kaiga 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, KGS Hospital and the charges will be as per the charge fixed by NPCIL Kaiga Site for the same treatment in the nearby locality.
- 1.9** The Hospital will admit the patients on the basis of the Reference letter issued by the Medical Superintendent / MOIC, KGS Hospital in the prescribed format.
- 1.10** The Second Party shall furnish reports on monthly basis by 10<sup>th</sup> 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 all the medical records in soft copy of medical records 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 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 / MOIC, KGS 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, KGS 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 Kaiga Site CHSS 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 concerned Medical Superintendent/MOIC, KGS Hospital whenever patient needs further referral.

## **2.0 DUTIES AND RESPONSIBILITIES OF HOSPITALS & CLINICS**

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 / CLINICS, LABORATORIES/ USG CENTRE & DIAGNOSTIC CENTRE 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 Authorized Medical Officer by E-mail / 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. Remittance by the First Party will be made into the Bank Account details shared by the Second Party

## **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 a further periods 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**

- 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's address as below.

Medical Superintendent / MOIC

Name of the Hospital / Diagnostic Centre 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

Head HR of NPCIL Unit & Seal  
(First Party)

In the Presence of  
(Witnesses)

1.

2.

Signed by

For and on behalf of (Name of the Hospital/Clinic/USG & CT Scan Centre  
..... )

Duly authorized vide Resolution of (name of the Hospital /Clinic/USG & CT Scan Centre  
.....)

(Second Party)

In the presence of

(Witnesses)

1.

2.

**NOTE:** This agreement is common for USG & CT SCAN CENTRE AT KARWAR ON CGHS BENGALURU RATES and therefore at the time of actual signing of the agreement, non applicable clauses may be suitably stricken off without diluting the intent / contents