



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, मुम्बई Regd Off: 16th Flr., Centre-1, Word Trade Centre, Cuffe Parade, Colaba, Mumbai-400005.

EXPRESSION OF INTEREST FOR EMPANELMENT OF

MULTI – SPECIALITY / SUPER SPECIALITY HOSPITAL AT GOA.

EOI No: KGS/MED/EOI/002/2023

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NOTICE INVITING EXPRESSION OF INTEREST FOR EMPANELMENT OF MULTI – SPECIALITY / SUPER SPECIALITY HOSPITAL AT GOA.

Nuclear Power Corporation of India Limited (NPCIL), Kaiga Site invites Expression of Interest (EOI) from eligible MULTI – SPECIALITY / SUPER SPECIALITY HOSPITAL AT GOA 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 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 **12.05.2023** at 19.00 hours.


26/4/23
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 MULTI – SPECIALITY / SUPER SPECIALITY HOSPITAL AT GOA 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 MULTI – SPECIALITY / SUPER SPECIALITY HOSPITAL AT GOA.

The interested MULTI – SPECIALITY / SUPER SPECIALITY HOSPITAL AT GOA 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 Multi-Speciality / Super Speciality Hospital. 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 Uttar Kannada District Karnataka State and 150 Kms from Belgaum.

1.2 Kaiga site has its own hospital at Kaiga Township. It caters to around 6183 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 Multi-Speciality / Super Speciality Hospital 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 MULTI – SPECIALITY / SUPER SPECIALITY HOSPITAL AT GOA will be based on the medical services requirement and locality as enumerated below :

Broadly the empanelment of hospital will be considered based on the requirement:

Category II – Single Speciality hospital providing secondary health management

Category III – Hospitals / Nursing Homes providing single or multi Speciality services located in the nearby smaller towns / cities.

CRITERIA FOR MULTI SPECIALITY HOSPITALS:

1. The hospital should have minimum 30 beds for Multi Speciality Services and minimum 20 beds for Super Speciality Services.
2. The hospital should have adequate Medical Officers (Specialists), nursing and para medical staff to meet the requirement of services and workload.
3. It should be able to provide emergency services.
4. The bed occupancy rate should be 50% in last one year.
5. It should have standby power supply.
6. It should have pathology laboratory/X-Ray facilities.
7. It should have operation theatre with OT Table, shadowless light, autoclave facilities, Boyle's apparatus/Anesthesia machine/Pulse Oxymeter and ECG monitor.
8. It should have blood bank support.
9. It should have pharmacy/drugs store.
10. It should have ambulance facility.
11. It should have waste disposal system as per prescribed rules.

2.2 The MULTI – SPECIALITY / SUPER SPECIALITY HOSPITAL AT GOA 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 Level	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 Multi-Speciality / Super Speciality Hospital 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 Multi-Speciality / Super Speciality Hospital 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 Multi-Speciality / Super Speciality Hospital 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 Maximum 90 days medicines will be allowed on credit basis if so advised by the doctor of the referred Multi-Speciality / Super Speciality Hospital and the same will be incorporated in the agreement.

2.9 In case of discharged patients, maximum 07 (seven) days medicines related to the treatment availed shall be allowed on credit basis.

2.10 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 Multi-Speciality / Super Speciality Hospital 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 and Hospital rate list. All the envelopes should compulsorily be sealed & super scribed with **EOI for MULTI – SPECIALITY / SUPER SPECIALITY HOSPITAL AT GOA.**

4.0 RATES / TARIFF :

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

If a hospital 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. If some surgery is not listed in CGHS rate list, the approved rates for Other Major Surgery / Other Minor Surgery will be applicable to all treatment procedures not mentioned in CGHS rate list. In those cases where any unlisted investigation / treatment procedure is undertaken, the reimbursement shall be limited to the rate of nearest similar investigation / treatment procedure under CGHS.

If a hospital does not agree with CGHS rates, then they need to submit the chargeable rates of procedures etc as per codes in CGHS rate list so that deviation from the CGHS rates can be calculated and justified when they are called for negotiation. If some surgery is not listed in CGHS rate list the same may be mentioned in the codes of rates for Other Major Surgery / Other Minor Surgery. In those cases where any CGHS unlisted investigation / treatment procedure the same may be mentioned in the CGHS code of nearest similar investigation / treatment procedure under CGHS rate list.

4.1.1 "Package Rate" shall mean and include lumpsum cost of inpatient treatment / day care / diagnostic procedure for which a CHSS beneficiary has been permitted by the competent authority or for treatment under emergency from the time of admission to the time of discharge including (but not limited to) –

- i. Registration charges
- ii. Admission charges
- iii. Accommodation charges including patients diet
- iv. Operation charges
- v. Injection charges
- vi. Dressing charges
- vii. Doctor / consultant visit charges
- viii. ICU / ICCU charges
- ix. Monitoring charges
- x. Transfusion charges
- xi. Anesthesia charges
- xii. Operation theatre charges
- xiii. Procedural charges / surgeon's fee
- xiv. Cost of surgical disposables and all sundries used during hospitalization
- xv. Cost of medicines
- xvi. Related routine and essential investigations
- xvii. Physiotherapy charges etc.
- xviii. Nursing care and charges for its services.

(b) Treatment charges for new born baby are separately reimbursable in addition to delivery charges for mother.

(c) The hospitals empanelled under CGHS rates shall not charge more than the package rates / rates.

4.1.2 Package rates envisage upto a maximum duration of indoor treatment as follows:

12 days for Specialized (Super Specialties) treatment;
7 days for other Major Surgeries;
3 days for Laparoscopic surgeries / normal deliveries ;
and 1 day for day care / Minor (OPD) surgeries.

4.1.3 a) Room rent is applicable only for treatment procedures for which there is no CGHS prescribed package rate

b) During the treatment in ICCU/ICU, no separate room rent will be admissible.

c) Normally the treatment in higher category of accommodation than the entitled category is not permissible. However, in case of an emergency when the entitled category accommodation is not available, admission in the immediate higher category may be allowed till the entitled category accommodation becomes available. However, if a particular hospital does not have the ward as per entitlement of beneficiary, then the hospital can only bill as per entitlement of the beneficiary even though the treatment was given in higher type of ward.

If, on request of the beneficiary, treatment is provided in higher category of ward, then the expenditure over and above entitlement will have to be borne by the beneficiary.

Room rent shall include charges for occupation of bed, diet for the patient, charges for water and electricity supply, linen charges, nursing charges and routine up keeping.

4.1.4 The package rates given in rate list will be for Semi Private ward. If the beneficiary is entitled for category below semi private ward there will be a decrease of 10% in the rates; for category above semi private ward entitlement there will be an increase of 15%. However, the rates shall be same for investigation irrespective of entitlement, whether the patient is admitted or not and the test, per-se, does not require admission.

4.2 If the hospital is approved by the Central Government/Karnataka State Government under CS(MA) Rules, such Hospitals may be empanelled on their scheduled rates as applicable from time to time.

4.3 In a particular place if any of the hospital is not ready to provide medical services at CGHS/Government rates but such hospital 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 hospital is empanelled or recognized may be considered.

5. EVALUATION AND COMPARISON OF APPLICATIONS

The Hospital Empanelment Committee will visit and inspect the Multi-Speciality / Super Speciality Hospital which have given EOI based on the Annexure –II criteria as the case may be. As per recommendations of Committee, applications will be shortlisted and

the rate list of such screened Multi-Speciality / Super Speciality Hospital will be opened for further process of empanelment.

6. AWARD CRITERIA

The Corporation shall empanel the Hospital 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 Multi-Speciality / Super Speciality Hospital as the case may be approved for empanelment in the prescribed format as at Annexure-V.

**APPLICATION FORMAT FOR EMPANELMENT OF MULTI – SPECIALITY /
SUPER SPECIALITY HOSPITAL AT GOA**

1. Name of the city where hospital is located.

2. Name of the hospital

3. Address

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)	Multi speciality (General Purpose) ^{1*}	
b)	Super Speciality (One or more speciality)	

(Please tick the appropriate box)

Note : 1* - 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

a) Details of Multispecialty (General Purpose) :

Should have minimum three specialities.

b) Details of Super specialty (Please tick the appropriate box) :

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)	

6. Whether the hospital 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	
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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 hospital 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

CHECKLIST FOR CATEGORY.II HOSPITALS

SECTION-A: (FOR MULTI SPECIALITY HOSPITALS)

CRITERIA FOR MULTI SPECIALITY HOSPITALS:

1. The hospital should have minimum 30 beds for Multi Speciality Hospitals and minimum 20 beds for Super Speciality Hospitals. - **Yes / No**
2. The hospital should have adequate doctors, nursing and para medical staff to meet the requirement of services and workload of the hospital. - **Yes / No**
3. It should be able to provide emergency services. - **Yes / No**
4. The bed occupancy rate should be 50% in last one year. - **Yes / No**
5. It should have standby power supply. - **Yes / No**
6. It should have pathology laboratory/X-Ray facilities. - **Yes / No**
7. It should have operation theatre with OT Table, shadowless light, autoclave facilities, Boyle's apparatus/Anesthesia machine/Pulse Oxymeter and ECG monitor. - **Yes / No**
8. It should have blood bank support. - **Yes / No**
9. It should have pharmacy/drugs store. - **Yes / No**
10. It should have ambulance facility. - **Yes / No**
11. It should have waste disposal system as per prescribed rules. - **Yes / No**

Annexure – Room Entitlement

Name of Accommodation	Amenities in the room/ward			
	No of beds for patient in one Room/ward	No of toilets/bathroom in room/ward	AC	Other(s)
For example General Ward	For example 8 beds in a room / ward	For example 2 toilets/bathroom in room	Yes / No	For example one attender bed for each patient, call button for nursing attendance etc.
For example semiprivate Room				
For example private Room				
And so on				

(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 Multi – Speciality/ Super Speciality Hospital at Goa 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 *Multi – Speciality/ Super Speciality Hospital at Goa* & all over India. AND WHEREAS, (*Name of the Multi – Speciality/ Super Speciality Hospital at Goa*) agreed to give the following treatment / diagnostic facilities to the Beneficiaries in the Hospitals *Multi – Speciality/ Super Speciality Hospital at Goa* 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. The schedule of the rates is indicated in Annexure A.
- 1.3 The charges for the treatment of all the procedures under the Packages are 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.
- 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 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/ 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 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 in the prescribed format.
- 1.10** The Second Party shall admit KGS retired CHSS beneficiaries directly for OPD treatment without reference letter on production of Medical identity card issued by KGS along with (Aadhar Card / PAN Card / Pension Identity Card / Retired employees Card). Services include the following
- a. Upto Two consultations in a month and upto Five days medicines on each consultation.
 - b. Upto Two X-rays, One Ultrasound in a month, if needed.
 - c. Basic investigation (Haemogram, KFT, LFT, Urine-R&M, Blood Sugar Fasting and PP)
 - d. In case of chronic treatment like BP, diabetes, etc. Medicine can be prescribed and issued for two months.
- 1.11** 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.
- 1.12** 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.
- 1.13** 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.
- 1.14** 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.

- 1.15** The Second Party shall immediately communicate to Medical Superintendent / MOIC 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. **The charges for the non-medical items listed in 1.6 above issued shall be arranged to be collected from the patient before raising the bill.**
- 1.16** 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
- 1.17** 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.
- 1.18** 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.
- 1.19** 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.
- 1.20** 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 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 & 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 / Clinic 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.....)

Duly authorized vide Resolution of (name of the Hospital / Clinic)

(Second Party)

In the presence of

(Witnesses)

1.

2.

NOTE: This agreement is common for Multi – Speciality/ Super Speciality Hospital at Goa and therefore at the time of actual signing of the agreement, non applicable clauses may be suitably stricken off without diluting the intent / contents