

DRAFT MOA

Annexure-VI

F.No. D.12034/22/09/CGHS-Desk-I

Government of India

Ministry of Health & F.W.

CGHS Division

All the Diagnostic Laboratories / Imaging Centers which are to be empanelled by the CGHS are advised to prepare the Agreement between the Director, CGHS and the concerned Diagnostic Laboratory / Imaging Center on a non-judicial stamp paper of Rs. 100/- for further necessary action.

(Director, CGHS)

AGREEMENT

BETWEEN

DIRECTOR, CGHS

AND

....., **NEW DELHI**

This Agreement is made on the _____ day of _____, 2009 between the President of India acting through DIRECTOR, Central Government Health Scheme, Ministry of Health & F.W., Government of India having its office at Nirman Bhawan, New Delhi (hereinafter called CGHS, which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the

First Part

AND

..... (*Name of the Diagnostic Laboratory / Imaging Center with Address*) of the **Second Part**.

WHEREAS, the Central Government Health Scheme is providing comprehensive medical care facilities to the Central Government Employees / Pensioners.

AND WHEREAS, CGHS proposes to provide treatment facilities and diagnostic facilities to the Beneficiaries in the Private empanelled Diagnostic Laboratory / Imaging Center in Delhi and NCR.

AND WHEREAS, (*Name of the Diagnostic Laboratory / Imaging Center*) offered to give the following treatment / diagnostic facilities to the CGHS Beneficiaries in the Diagnostic Laboratory / Imaging Center.

.....
.....
.....

NOW, THEREFORE, IT IS HEREBY AGREED between the Parties as follows:

1. DEFINITIONS & INTERPRETATIONS

1.1 The following terms and expressions shall have the following meanings for purposes of this Agreement:

1.1.1 "Agreement" shall mean this Agreement and all Schedules, supplements, appendices, appendages and modifications thereof made in accordance with the terms of this Agreement.

1.1.2 "Benefit" shall mean the extent or degree of service the beneficiaries are entitled to receive as per the rules on the subject.

- 1.1.3 “Bill Clearing Agency” (BCA) means the agency appointed by CGHS for processing of Data/ Bills of all CGHS beneficiaries (both serving and pensioner) attending the empanelled Private Diagnostic laboratory / Imaging centers and for making payment.
- 1.1.4 “Card” shall mean the CGHS Card, issued by any competent authority, of any CGHS city.
- 1.1.5 “Card Holder” shall mean a person having a CGHS Card .
- 1.1.6 “CGHS Beneficiary” shall mean a person who is eligible for coverage of CGHS and holds a valid CGHS card.
- 1.1.7 “Coverage” shall mean the types of persons to be eligible as the beneficiaries of the Scheme to health services provided under the Scheme, subject to the terms, conditions and limitations.
- 1.1.8 “Diagnostic Laboratory” shall mean the (Name of the Diagnostic Laboratory) performing tests / investigations
- 1.1.9 “ Imaging Center” shall mean the (Name of the Imaging Center) performing X-ray , CT Scan, MRI, USG, etc.,
- 1.1.10 “Emergency” shall mean any condition or symptom resulting from any cause, arising suddenly and if not treated at the earliest opportunity would be detrimental to the health of the patient or shall jeopardize the life of the patient.
- 1.1.11 “Empanelment” shall mean the Diagnostic laboratory / Imaging center / Diagnostic Laboratory / Imaging Center authorized by the CGHS for treatment purposes for a particular period.

1.1.12 “Diagnostic laboratory / Imaging center” shall mean the (Name of the Diagnostic laboratory / Imaging center) while performing under this Agreement providing medical investigation, treatment and the healthcare of human beings.

1.1.13 “De-recognition of Diagnostic Laboratory / Imaging Center” shall mean debarring the Diagnostic Laboratory / Imaging Center on account of adopting unethical practices or fraudulent means in providing medical treatment to or not following the good industry practices of the health care for the CGHS beneficiaries after following certain procedure of inquiry

1.1.14 “Party” shall mean either the CGHS or the Diagnostic laboratory / Imaging center / Diagnostic Laboratory / Imaging Center and “Parties” shall mean both the CGHS and the Diagnostic laboratory / Imaging center / Diagnostic Laboratory / Imaging Center.

1.1.15 “Package rate” is defined as lump sum cost of inpatient treatment/ day care /investigation for which a patient has been referred by competent authority or CGHS to Diagnostic laboratory / Imaging center. This includes all charges pertaining to a particular treatment/ procedure including:

- Registration charges,
- Admission charges.

- Accommodation charges (includes diet provided to patient),
- Operation charges
- Injection charges,
- Dressing charges,
- Doctor/consultant visit charges,
- ICU/CCU charges,
- Monitoring charges,
- Transfusion charges,
- Anesthesia charges,
- Operation theatre charges,
- Procedural charges/surgeon's fee,
- Cost of surgical disposables and all sundries used during
Diagnostic laboratory / Imaging centerization,
- Cost of medicines.
- Related routine and essential investigations,
- Physiotherapy charges etc
- Pre-anesthetic check up

- Any other charges levied during stay under package days duration.
- The above list is an illustrative one only.

The package rate, however, does not include expenses on telephone, tonics, cosmetics / toiletries, etc. These are not part of the treatment regimen. Cost of these additional items, if provided with the prior consent of the patient, has to be settled with the patient, for which no reimbursement shall be admissible.

- In order to remove the scope of any ambiguity on the point of package rates, it is reiterated that the rate quoted for a particular procedure must be inclusive of all sub-procedures and all related procedures to complete the treatment procedure. The patient shall not be asked to bear the cost of any such procedure/item.
- Implants shall be allowed as per CGHS ceiling rate or as per actual, whichever may be less or as per actual, if there is no CGHS rate.

1.1.16 “Specialized treatment” shall mean the treatment in a particular specialty.

1.1.17 “TPA” shall mean a Third Party Administrator authorized by CGHS to process the medical reimbursement claims or to carry out medical audit.

1.1.18 “Rate” – Charges for approved procedures / services as may be notified by CGHS from time to time.

2. APPROVED RATES TO BE CHARGED

The Diagnostic Laboratory / Imaging Center agrees that it shall charge from the CGHS beneficiary as per the rates for a particular procedure / package deal as prescribed by the CGHS and attached as Annexure (rate list), which shall be an integral part of this Agreement.

3. DURATION

The Agreement shall remain in force for a period of 2 years or till it is modified or revoked, whichever is earlier. The Agreement may be extended for another year

subject to fulfillment of all the terms and conditions of this Agreement and with mutual consent.

4. SUBMISSION OF BILLS TO BILL CLEARING AGENCY

In case of Pensioners , etc., where credit bills are sent to CGHS, the Private Diagnostic Laboratory / Imaging Center shall submit the physical bill as well as electronic bill to the Bill Clearing Agency for processing of bills and payment.

In case of serving employees the electronic bill and details shall be submitted to BCA where as physical Bill shall be submitted to concerned department/ serving employee for payment.

On completion of the investigation / procedure (s) of the CGHS beneficiary, the Diagnostic Laboratory / Imaging Center shall submit credit bill (in those cases where credit facility extended) along with other documents electronically (a scan copy) for pre-auditing by the BCA team through web access (Internet) and sharing of data shall be through electronic media.

5. PAYMENT WITHIN TEN DAYS

CGHS shall be appointing a Bill Clearing Agency (BCA), for processing of Data/ Bills of all CGHS beneficiaries attending these Private Diagnostic laboratory /

Imaging centers. CGHS would ensure that payment of Diagnostic Laboratory / Imaging Center claims would be done in time bound manner- within a period of 10 days from the date of submission of bills in physical format to the designated bill clearing agency.

6. INFORMATION TO BE PROVIDED TO THE BCA BY DIAGNOSTIC LABORATORY / IMAGING CENTERS

CGHS beneficiary attending Diagnostic Laboratory / Imaging Center with permission letter -- upon admission Diagnostic laboratory / Imaging center shall verify and submit information of admission online to BCA. BCA shall respond in 4 hours. Post discharge Diagnostic laboratory / Imaging center would upload bills and download documents as per CGHS requirements within 72 hours. Bill Clearing Agency shall respond/clear the bill in ten working days.

7. INFRASTRUCTURE FOR INTERACTION WITH BCA

The Diagnostic Laboratory / Imaging Center should have:

Dedicated Personal Computer with Dual Core /Core 2 DUO processor and minimum 2 GB RAM supported by UPS. OS should be Windows. Dedicated Colour scanner with a minimum resolution 200dpi.

Scalable Broad Band internet connectivity with minimum assured speed of 512kbps.

Necessary security systems should be taken care of.

A designated Nodal Person to interact with BCA.

The Private Diagnostic Laboratory / Imaging Center would be legally responsible for user authentication.

8. PROCESSING OF CLAIMS / BILLS BY BCA

The actual auditing shall start when physical copies of these bills are submitted by concerned Private Diagnostic Laboratory / Imaging Center to the BCA on behalf of the CGHS and counting of days shall start from such date for the purpose of discount etc.

The Private Diagnostic laboratory / Imaging center shall also submit to BCA the electronic bills and other Data online in case of serving employees and original bills (Hard Copy) shall be provided to the beneficiary where payment has been made by the beneficiary.

The Data and electronic bills in respect of Serving employees shall be utilized for statistical purposes.

The BCA during the course of the auditing shall restrict the claims as per CGHS rules and regulations. BCA shall also examine in terms of

Appropriateness of treatment including screening of patients records to identify unnecessary admissions and unwarranted treatments

Whether the planned treatment is shown as emergency treatment

Whether the diagnostic medical or surgical procedures that were not required were conducted by Diagnostic laboratory / Imaging center including unnecessary investigations

Maintaining database of such information of CGHS beneficiaries for future use.

Whether the treatment procedures have been provided as per the approved rates and the packages.

Whether procedures performed were only those for which permission has been granted

The BCA shall record their findings and intimate the same to the Private Diagnostic Laboratory / Imaging Center concerned with a copy endorsed to CGHS authority of the city. The payment of the bill/claim to the Private Diagnostic Laboratory / Imaging Center concerned shall be made directly by the BCA after receipt of the physical bills in respect of CGHS pensioner beneficiaries, etc., who had taken treatment in these Private empanelled Private Diagnostic laboratory / Imaging center in a time bound manner.

BCA rendering services shall charge from the Diagnostic Laboratory / Imaging Center a certain amount per claim (and service tax as applicable) as per details given below or such amount as specified by CGHS. The government may revise these rates without any notice.

Bill Amount (in Rs)	Diagnostic Laboratory /Imaging Center Payment to BCA
Less than 500/-	Rs.5/- + Service Tax
501/- to 1000/-	Rs. 10/-+ Service Tax
1001/- to 5000/-	Rs. 25/-+ Service Tax
5001/- to 10000/-	Rs.100/-+ Service Tax
More than 10000/-	Rs200/-+ Service Tax

9. DISCOUNT

The Private Diagnostic Laboratory / Imaging Center shall have to agree for deduction of 10% of admissible amount if payments are made within Ten days from the date of submission of physical bill to the BCA.

Private Diagnostic Laboratory / Imaging Center shall also allow a discount of 10% on every cash payment.

10. CREDIT

On production of a valid permission by the CGHS beneficiary- the Diagnostic Laboratory / Imaging Center shall provide credit facilities to the Members of Parliament, Pensioners, Ex-Members of Parliament, Freedom Fighters, Serving CGHS employees, serving employees of Ministry of Health & Family Welfare, serving employees of Directorate General of Health Services and such other categories of CGHS cardholders as notified by the Government.

11. MEDICAL AUDIT OF BILLS

There shall be a continuous Medical Audit of the services provided by the empanelled Private Diagnostic Laboratory / Imaging Center I.

12. REQUIREMENTS FOR OBTAINING INVESTIGATION /PROCEDURE:

Every patient is required to produce a valid CGHS card.

Investigation / Procedure on credit should be performed to the categories of CGHS beneficiaries as mentioned under clause '10' above.

Bill should be submitted to the bill clearing agency / CGHS in digital format and Physical format. A discount of 10% shall be deducted in case payment is made within ten days from the date of submission of the bill.

- For serving employees (other than CGHS/ DGHS /Ministry of H&FW), the payment shall be made by the patient and he shall claim reimbursement from his office subject to the approved ceiling rates. The Private Diagnostic Laboratory / Imaging Center shall allow a discount of 10% on all payments made in cash.
- The investigation shall be performed on the basis of the authorization letter issued by the Chief Medical Officer of the concerned CGHS dispensary in case of pensioners and by the administrative department / ministry in case of serving employees.
- CGHS beneficiaries shall be attended to on priority.
- Investigation / procedure shall be carried out on the production of valid CGHS card and valid permission from the competent authority.

- CGHS has the right to monitor the investigation / procedure provided in the tenderer Diagnostic Laboratory / Imaging Center.

13. GENERAL CONDITIONS

- 13.1 The package rate shall be calculated as per the duration specified in the tender document under the 'treatment requirements'. No additional charge on account of extended period of stay shall be allowed if that extension is due to infection on the consequences of surgical procedure or due to any improper procedure and is not justified.
- 13.2 The diagnostic Laboratory / imaging Center shall verify the CGHS card and the CGHS/ Department is not liable to pay in cases of impersonation or treatment of ineligible persons.
- 13.3 The procedure and package rates for any diagnostic investigation for CGHS beneficiary under this Agreement shall not be increased during the validity period of this Agreement.
- 13.4 The empanelled Diagnostic laboratory / Imaging center shall provide services only for which it has been empanelled by CGHS at rates that shall be fixed by Central Government Health Scheme from time to time and shall be binding.

- 13.5 The Diagnostic laboratory / Imaging center shall intimate all instances of patients undergoing investigations on the basis of the Authority letter issued by the CGHS authorities in the prescribed format within one working day through fax / email (the number of which shall be notified) followed by post to CGHS / BCA.
- 13.6 The diagnostic Laboratory / imaging Center shall provide reports on monthly basis by the 10th day of the succeeding calendar month in the prescribed format to the CGHS in respect of the beneficiaries investigated.
- 13.7 The diagnostic Laboratory / imaging Center shall submit all the medical records in digital format.
- 13.8 The diagnostic Laboratory / imaging Center 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 diagnostic Laboratory / imaging Center who shall alone be responsible for the defect and / or deficiencies in rendering such services.
- 13.9 The diagnostic Laboratory / imaging Center agrees that diagnostic Laboratory / imaging Center shall not ask the beneficiary or his attendant to purchase separately the medicines / sundries / equipment or

accessories from outside and shall provide the investigation within the package deal rate, fixed by the CGHS which includes the cost of all the items. Appropriate action, including removing from CGHS empanelment and / or termination of this Agreement, may be initiated on the basis of a complaint, medical audit or inspections carried out by CGHS teams / appointed TPA.

13.10 The diagnostic Laboratory / imaging Center shall honour permissions issued by the CMO i/c , Additional Director (AD) / Joint Director (JD) of CGHS to the Pensioner beneficiaries holding CGHS card. Treatment shall be provided as per CGHS approved rates and bills submitted for payment to the BCA.

13.11 CHANGES IN INFRASTRUCTURE / STAFF -The diagnostic Laboratory / imaging Center shall immediately communicate to Additional Director / Joint Director of CGHS about any change in the infrastructure / strength of staff. The empanelment shall be temporarily withheld in case of shifting of the facility to any other location without prior permission of CGHS. The new establishment of the same diagnostic Laboratory / imaging Center shall attract a fresh inspection, at the prescribed fee, for consideration of continuation of empanelment.

- 13.12 The diagnostic Laboratory / imaging Center shall submit an annual report regarding number of referrals received, admitted, bills submitted to the CGHS and payment received, details of monthly report submitted to the Additional Directors / Joint Directors of CGHS of city, changes in the strength of doctors / staff and infrastructure if any. Annual audit report of the diagnostic Laboratory / imaging Center shall also be submitted along with the statement.
- 13.13 Authorized signatory / representative of the diagnostic Laboratory / imaging Center shall attend the periodic meetings held by Director / A.D. / J.D. / Department / Establishment of CGHS, required in connection with improvement of working conditions.
- 13.14 During the visit by Additional Director / Joint Director / CMO In-charge of the dispensary or any other authorized representative of the Ministry of Health / Directorate General of Health Services / concerned Department, including TPA, the diagnostic Laboratory / imaging Center authorities shall cooperate in carrying out the inspection.
- 13.15 In case of any natural disaster / epidemic, the diagnostic Laboratory / imaging Center shall fully cooperate with the Ministry of Health / Directorate General of Health Services, Additional Director / Joint Director

of CGHS of City and shall convey / reveal all the required information, apart from providing services.

13.16 The diagnostic Laboratory / imaging Center shall not make any commercial publicity projecting the name of CGHS / Ministry of Health & F.W. or Government of India. However, the fact of empanelment under CGHS shall be displayed at the premises of the empanelled center, indicating that the charges shall be as per CGHS approved rates.

13.17 The diagnostic Laboratory / imaging Center shall perform investigations on the CGHS beneficiary patient only for the procedures for which they are referred with permission, and in the specialty and / or purpose for which they are approved by CGHS. In case of unforeseen emergencies of these patients during admission for approved purpose / procedure, 'provisions of emergency' shall be applicable.

13.18 The diagnostic Laboratory / imaging Center shall not refer the patient to other diagnostic Laboratory / imaging Center without prior permission of CGHS authorities.

14. ENTITLEMENTS FOR VARIOUS TYPES OF WARDS

CGHS beneficiaries are entitled to facilities of private, semi-private or general ward depending on their pay drawn in pay band/ pension. These entitlements are amended from time to time and the latest order in this regards needs to be followed. The entitlement is as follows:-

S.No.	Pay drawn in pay band/Basic Pension	Entitlement
1.	Upto Rs. 13,950/-	General Ward
2.	Rs. 13,960/- to 19,530/-	Semi-Private Ward
3.	Rs. 19,540/- and above	Private Ward

- a. Private ward is defined as a Diagnostic laboratory / Imaging center room where single patient is accommodated and which has an attached toilet (lavatory and bath). The room should have furnishings like wardrobe, dressing table, bed-side table, sofa set, carpet, etc. as well as a bed for attendant. The room has to be air-conditioned.
- b. Semi Private Ward is defined as a Diagnostic laboratory / Imaging center room where two to three patients are accommodated and which has attached toilet facilities and necessary furnishings.
- c. General ward is defined as a hall that accommodates four to ten patients.

However, for investigations , which per se do not require admission , the rates shall be same irrespective of ward entitlement of the beneficiary.

15. DUTIES AND RESPONSIBILITIES OF DIAGNOSTIC LABORATORIES / INVESTIGATION CENTERS

It shall be the duty and responsibility of the Diagnostic laboratory / imaging center, at all times, to obtain, maintain and sustain the valid NABL Accreditation recognition / AERB Approval 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”.

16. NON ASSIGNMENT

The diagnostic Laboratory / imaging Center shall not assign, in whole or in part, its obligations to perform under this Agreement, except with the CGHS's prior written consent at its sole discretions and on such terms and conditions as deemed fit by the CGHS. Any such assignment shall not relieve the Diagnostic laboratory / Imaging center from any liability or obligation under this agreement

17. DIAGNOSTIC LABORATORY / IMAGING CENTER'S INTEGRITY AND OBLIGATIONS DURING AGREEMENT PERIOD

The diagnostic laboratory / imaging center is responsible for and obliged to conduct all contracted activities 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 diagnostic laboratory / imaging center is obliged to act within its own authority and abide by the directives issued by the CGHS. The diagnostic laboratory / imaging center is responsible for managing the activities of its personnel and shall hold itself responsible for their misdemeanors, negligence, misconduct or deficiency in services, if any.

18. PERFORMANCE BANK GUARANTEE

The diagnostic laboratory / imaging center shall furnish in the prescribed format. a performance Bank Guarantee of Rupees Two Lakhs valid for a period of two years to ensure efficient service and to safeguard against any default:

19. FORFEITURE OF PERFORMANCE BANK GUARANTEE AND REMOVAL FROM LIST OF EMPANELLED INSTITUTIONS

In case of any violation of the provisions of this Agreement by the Diagnostic laboratory / Imaging centers / diagnostic centers such as:

- (a) refusal of service,
 - (b) undertaking unnecessary procedures,
 - (c) over billing,
 - (d) reduction in staff/ infrastructure/ equipment etc. after the diagnostic laboratory / imaging center has been empanelled.
 - (e) Non submission of the report, habitual late submission or submission incorrect data in the report
 - (f) refusal of credit to eligible beneficiaries and direct charging from them.
 - (g) if recommended by NABL at any stage
 - (h) Discrimination against CGHS beneficiaries vis-à-vis general patients
- i) the Bank Guarantee shall be forfeited and the CGHS shall have the right to de-recognize the diagnostic laboratory / imaging center as the case may be. Such action could be initiated on the basis of a complaint, medical audit or inspections carried out by CGHS teams at random.

ii) the decision of the CGHS in this regard shall be final.

20. LIQUIDATED DAMAGES

- a. The diagnostic laboratory / imaging center shall provide the services as per the requirements specified by the CGHS in terms of the provisions of this Agreement. In case of initial violation of the provisions of the Agreement by the diagnostic laboratory / imaging center such as refusal of service or direct charging from the CGHS Beneficiaries or defective service and negligence, the amount equivalent to 15% of the amount of Performance Bank Guarantee shall be charged as agreed Liquidated Damages by the CGHS, however, the total amount of the Performance Bank Guarantee shall be maintained intact being a revolving Guarantee.
- b. In case of repeated defaults by the diagnostic laboratory / imaging center, the total amount of Performance Bank Guarantee shall be forfeited and action shall be taken for removing the diagnostic laboratory / imaging center from the empanelment of CGHS as well as termination of this Agreement
- c. For over-billing and unnecessary procedures, the extra amount so charged shall be deducted from the pending / future bills of the diagnostic laboratory / imaging center and the CGHS shall have the right to issue a written warning to the diagnostic laboratory / imaging center not to do so in

future. The recurrence, if any, shall lead to the stoppage of referral to that diagnostic laboratory / imaging center

- d. Before initiating action under sub clause (a) – (c) above , CGHS shall serve a show cause notice to the Diagnostic Laboratory / Imaging Center ,for which the Diagnostic laboratory / Imaging center shall have to respond within ten days of its receipt.

21. TERMINATION FOR DEFAULT

The CGHS may, without prejudice to any other remedy for breach of Agreement, by written notice of default sent to the diagnostic laboratory / imaging center terminate the Agreement in whole or part:

- a) If the Diagnostic laboratory / Imaging center fails to provide any or all of the services for which has been recognized within the period(s) specified in the Agreement, or within any extension thereof if granted by the CGHS pursuant to Condition of this Agreement

or

- b) If the diagnostic laboratory / imaging center fails to perform any other obligation(s) under this Agreement

or

- c) If the Diagnostic laboratory / Imaging center, in the judgment of the CGHS has engaged in corrupt or fraudulent practices in competing for or in executing the Agreement.

22. INDEMNITY

The diagnostic laboratory / imaging center shall at all times, indemnify and keep indemnified CGHS / the Government against all actions, suits, claims and demands brought or made against it in respect of anything done or purported to be done by the diagnostic laboratory / imaging center in execution of or in connection with the services under this Agreement and against any loss or damage to CGHS / the Government in consequence to any action or suit being brought against the CGHS / the Government, alongwith (or otherwise), diagnostic laboratory / imaging center as a Party for anything done or purported to be done in the course of the execution of this Agreement. The diagnostic laboratory / imaging center shall at all times abide by the job safety measures and other statutory requirements prevalent in India and shall keep free and indemnify the CGHS from all demands or responsibilities arising from accidents or loss of life, the cause or result of which is the diagnostic laboratory / imaging center negligence or misconduct.

The diagnostic laboratory / imaging center shall pay all indemnities arising from such incidents without any extra cost to CGHS and shall not hold the CGHS responsible or obligated. CGHS / the Government may at its discretion and shall always be entirely at the cost of the diagnostic laboratory / imaging center defend such suit, either jointly with the diagnostic laboratory / imaging center or singly in case the latter chooses not to defend the case

23. ARBITRATION

If any dispute or difference of any kind whatsoever (the decision whereof is not herein otherwise provided for) shall arise between the CGHS and the Diagnostic laboratory / Imaging center upon or in relation to or in connection with or arising out of the Agreement, shall be referred to for arbitration by the Director General Health Services, Ministry of Health & FW, Government of India, who shall give written award of his decision to the Parties. The decision of the Director General of Health Services shall be final and binding. The provisions of the Arbitration and Conciliation Act, 1996 shall apply to the arbitration proceedings. The venue of the arbitration proceedings shall be at Delhi / New Delhi.

24. MISCELLANEOUS

- Nothing under this Agreement shall be construed as establishing or creating between the Parties any relationship of Master and Servant or Principal and Agent between the CGHS and the diagnostic laboratory / imaging center.
- The diagnostic laboratory / imaging center shall not represent or hold itself out as agent of the CGHS.
- The CGHS shall not be responsible in any way for any negligence or misconduct of the diagnostic laboratory / imaging center and its employees for any accident, injury or damage sustained or suffered by any CGHS beneficiary or any third party resulting from or by any operation conducted by and on behalf of the diagnostic laboratory / imaging center or in the course of doing its work or perform their duties under this Agreement or otherwise.
- The diagnostic laboratory / imaging center shall notify the Government of any material change in their status and their shareholdings or that of any Guarantor of the diagnostic laboratory / imaging center in particular where such change would have an impact on the performance of obligation under this Agreement.
- This Agreement can be modified or altered only on written agreement signed by both the parties.
- Should the diagnostic laboratory / imaging center get wound up or partnership is dissolved, the CGHS shall have the right to terminate the Agreement. The termination of Agreement shall not relieve the Diagnostic laboratory / Imaging center or their heirs and legal representatives from the liability in respect of

the services provided by the diagnostic laboratory / imaging center during the period when the Agreement was in force.

- The diagnostic laboratory / imaging center shall bear all expenses incidental to the preparation and stamping of this agreement.

25. NOTICES

25.1 Any notice given by one party to the other pursuant to this Agreement shall be sent to other party in writing by registered post or by facsimile and confirmed by original copy by post to the other Party's address as below.

CGHS : Director CGHS, Ministry of Health & FW, Government of India, Nirman Bhavan, New Delhi.

Diagnostic laboratory / Imaging center with address:

(.....)

25.2 A notice shall be effective when served or on the notice's effective date, whichever is later. Registered communication shall be deemed to have been served even if it returned with remarks like refused, left, premises locked, etc.

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

Director, Central Government Health Scheme
Ministry of Health & Family Welfare, Government of India

For and on behalf of
The President of India

In the Presence of

(Witnesses)

1.

2.

Signed by

For and on behalf of (Diagnostic laboratory / Imaging center)

Duly authorized vide Resolution No. dated

of (name of Diagnostic laboratory / Imaging center)

In the presence of

(Witnesses)

1.

2.

Performance Bank Guarantee

To:

President of India

Acting through (Director, CGHS),

M/o Health & Family Welfare

Nirman Bhawan, New Delhi.

WHEREAS _____ (Name of Diagnostic laboratory / Imaging center) has undertaken, Agreement No. _____ dated, _____ 2009 to _____ (Description of Services) hereinafter called "the Agreement".

AND WHEREAS it has been stipulated by you in the said Agreement that the **Diagnostic laboratory / Imaging center** selected for empanelment shall furnish you with a bank Guarantee by a nationalized bank for the sum specified therein as security for compliance with the **Diagnostic laboratory / Imaging center** performance obligations in accordance with the Agreement.

AND WHEREAS we have agreed to give the **Diagnostic laboratory / Imaging center** a guarantee:

THEREFORE WE (Name of the Bank) hereby affirm that we are Guarantors and responsible to you, on behalf of Diagnostic laboratory / imaging center (herein after referred to "the Second Party" up to a total of _____(Amount of the guarantee in Words and Figures) and we hereby irrevocably, unconditionally and absolutely undertake to immediately pay you, upon your first written demand declaring the Second Party to be in default under the Agreement and without cavil or argument, any sum or sums within the limit of _____ as aforesaid, without your needing to prove or to show this grounds or reasons for your demand or the sum specified therein. This guarantee is valid until the _____ day of _____ 2009

This Guarantee shall be incorporated in accordance with the laws of India.

We represent that this Bank Guarantee has been established in such form and such content that is fully enforceable in accordance with its terms as against the Guarantor Bank in the manner provided herein.

The Guarantee shall not be affected in any manner by reason of merger, amalgamation, restructuring or any other change in the constitution of the Guarantor Bank or of the Daignostic Laboratory / Imaging Center.

Date

Signature and Seal of Guarantors

Address:

Amount of Performance Bank Guarantee to be obtained from the Diagnostic laboratory /

Imaging centers at the time of signing the Agreement:-

Diagnostic Laboratories	Rs. 2.00 lacs
Imaging Center	Rs.2.00lacs