

F. No. D.12034/22/09/CGHS-Desk-I
Government of India
Ministry of Health & Family Welfare
CGHS Division

All the Hospitals / Eye Care Centers / Dental Clinics which are to be empanelled by the CGHS are advised to prepare the Agreement between the Additional Director, CGHS Mumbai and the concerned Hospital on a non-judicial stamp paper of Rs. 100/- for further necessary action.

ADDITIONAL DIRECTOR,
CGHS MUMBAI.

AGREEMENT

BETWEEN

ADDITIONAL DIRECTOR, CGHS MUMBAI

AND

This Agreement is made on the _____ day of _____, 2020 between the President of India acting through **ADDITIONAL DIRECTOR, CENTRAL GOVERNMENT HEALTH SCHEME, MINISTRY OF HEALTH AND FAMILY WELFARE, GOVERNMENT OF INDIA** having its office at OFFICE OF THE ADDITIONAL DIRECTOR, CENTRAL GOVERNMENT HEALTH SCHEME, MUMBAI, OLD CGO BUILDING (PRATISHTHA BHAVAN), GROUND FLOOR, SOUTH WING, 101, M.K. ROAD, NEW MARINE LINES, MUMBAI 400020 (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 Hospital 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 Recognized Hospitals in MUMBAI.

AND WHEREAS, _____ (Name of the Hospital) offered to give the following treatment / diagnostic facilities to the CGHS Beneficiaries in the Hospital:

1. Annual Medical Health Checkup.
2.
.....
.....
.....

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 Hospitals 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 Center” shall mean the (Name of the Diagnostic Center) performing tests / investigations

1.1.9 “Imaging Centre” shall mean the (Name of the Imaging Centre) 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 hospital authorized by the CGHS for treatment purposes for a particular period.

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

1.1.13 The meaning of General Purpose hospital, Specialty Hospital and Super-specialty Hospital are as defined in Para ‘A’ of E-Bid document.

1.1.14 “De-recognition of Hospital” shall mean debarring the hospital 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

1.1.15 “Party” shall mean either the CGHS or the Hospital and “Parties” shall mean both the CGHS and the Hospital.

1.1.16 “Package rate” is defined as lump sum cost of inpatient treatment/ day care for which a patient has been referred by competent authority or CGHS to Hospital. 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/ICCU charges,
- Monitoring charges,
- Transfusion charges,
- Anesthesia charges,
- Operation theatre charges,
- Procedural charges/surgeon's fee,
- Cost of surgical disposables and all sundries used during Hospitalization,
- Cost of medicines,
- Related routine and essential investigations,
- Physiotherapy charges etc.,
- Pre-anesthetic checkup,
- 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.

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

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

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

2. APPROVED RATES TO BE CHARGED

The Hospital 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 1 year 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 Hospital shall submit the physical bill as well as electronic bill to the BCA for processing of bills and payment.

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

On completion of the treatment/ procedure (s) of the CGHS beneficiary, the Hospital shall submit credit bill (in those cases where credit facility is 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 appoint a Bill Clearing Agency (BCA), for processing of Data/ Bills of all CGHS beneficiaries attending these Hospitals. CGHS would ensure that payment of hospital claims would be done in a time bound manner- within a period of 10 days from the date of submission of bills in physical format to the designated BCA.

CGHS beneficiary attending a hospital in an emergency: In such a situation the Hospital shall intimate to BCA within 2 hours of admission and BCA shall respond in 4 hours (however treatment shall not be denied to any CGHS member and this is only an initiation of the e-workflow). Post discharge, the hospital would upload bills and download documents as per requirements of CGHS within 72 hours.

6. INFORMATION TO BE PROVIDED TO THE BCA BY HOSPITALS

CGHS beneficiary attending hospital with permission letter - Upon admission, the hospital shall verify and submit information of admission online to the BCA. BCA shall respond in 4 hours. Post discharge, the hospital would upload bills and download documents as per CGHS requirements within 72 hours. BCA shall respond/clear the bill in seven working days.

7. INFRASTRUCTURE FOR INTERACTION WITH BCA

The Hospital 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 Broadband 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 Hospital 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 the concerned Hospital 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 Hospital 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 the following:

- 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 the hospital including unnecessary investigations.
- Maintaining a 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 Hospital concerned with a copy endorsed to CGHS authority of the city. The payment of the bill/claim to the Hospital 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 empanelled Private Hospital in a time bound manner.

BCA rendering services will charge from the Hospital a certain amount per claim (and service tax as applicable) as per details given below or such amount as specified by CGHS. The CGHS shall be free to revise these rates without any notice.

Bill Amount (in Rs)	Hospital 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 Hospital shall 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.
- Hospitals shall also allow a discount of 10% on every cash payment.

10. CREDIT

On production of a valid permission by the CGHS beneficiary, the hospital 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 card holders as notified by the Government.

In case of emergency, the hospital shall provide credit to all CGHS beneficiaries.

11. MEDICAL AUDIT OF BILLS

There shall be a continuous Medical Audit of the services provided by the empanelled Private Hospital.

12. TREATMENT IN EMERGENCY

In emergency the hospital shall not refuse admission or demand an advance payment from the beneficiary or his family member and shall provide credit facilities to the patient whether the patient is a serving employee or a pensioner availing CGHS facilities, on production of a valid CGHS card and the hospital shall submit the bill for reimbursement to the concerned Department / Ministry / CGHS. The refusal to

provide the treatment to bonafide CGHS beneficiaries in emergency cases without valid ground would attract disqualification for continuation of empanelment.

- The following ailments may be treated as emergency, which is illustrative only and not exhaustive, depending on the condition of the patient:
 - Acute Coronary Syndromes (Coronary Artery Bye-pass Graft / Percutaneous, Transluminal Coronary Angioplasty) including Myocardial Infarction, Unstable Angina, Ventricular Arrhythmias, Paroxysmal Supraventricular Tachycardia, Cardiac Tamponade, Acute Left Ventricular Failure/ Severe Congestive Cardiac Failure, Accelerated Hypertension, Complete Heart Block and Stoke Adam attack, Acute Aortic Dissection. Acute Limb Ischemia, Rupture of Aneurysm, Medical and Surgical shock and peripheral circulatory failure.
 - Cerebro-Vascular attack-Stokes, Sudden unconsciousness, Head injury.
 - Respiratory failure, decompensated lung disease, Cerebro-Meningeal Infections, Convulsions, Acute Paralysis, Acute Visual loss.
 - Acute Abdomen pain.
 - Road Traffic Accidents / with injuries including fall. Severe Hemorrhage due to any cause.
 - Acute poisoning.
 - Acute Renal Failure.
 - Acute abdomen pain in females including acute Obstetrical and Gynecological emergencies.
 - Electric shock.
 - Any other life-threatening condition.

13. REQUIREMENTS FOR OBTAINING TREATMENT/PROCEDURE:

Every patient is required to produce a valid CGHS card.

Treatment / Procedure on credit shall be performed to such categories of 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 Hospital shall allow a discount of 10% on all payments made in cash.

The treatment procedure shall be performed on the basis of the authorization letter issued by any CGHS Medical Officer / Govt. Specialist in case of any listed/coded procedure. CGHS beneficiaries shall be attended to on priority.

Treatment procedure shall be carried out on the production of valid CGHS card and valid permission from the competent authority.

CGHS shall have the right to monitor the treatment/ procedure provided by the Hospital to CGHS beneficiary.

14. GENERAL CONDITIONS

14.1 All investigations regarding fitness for the surgery shall be done prior to the admission for any elective procedure and are part of the package. For any material / additional procedure / investigation other than the condition for which the patient was initially permitted, would require the permission of the competent authority.

14.2 The hospital shall verify the CGHS card and the CGHS/ Department is not liable to pay in cases of impersonation or treatment of ineligible persons.

14.3 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.

14.4 The procedure and package rates for any diagnostic investigation, surgical procedure and other medical treatment for CGHS beneficiary under this Agreement shall not be increased during the validity period of this Agreement.

14.5 The empanelled Hospital 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.

14.6 The Hospital shall intimate all instances of patients admitted 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.

14.7 The Hospital shall intimate all instances of patients admitted as emergencies without prior permission to the CGHS authorities / BCA, in the prescribed format within one working day through fax / email (the number of which shall be notified) followed by post. The nature and appropriateness of the emergency is subject to verification, which may be verified, inspected or medically audited by the nominated authority on random basis at its discretion.

14.8 The Hospital shall provide reports on a monthly basis by the 10th day of the succeeding calendar month in the prescribed format to the CGHS in respect of the beneficiaries treated / investigated.

14.8 The Hospital shall submit all the medical records in digital format.

14.9 The Hospital 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 hospital, who shall alone be responsible for the defect and / or deficiencies in rendering such services.

14.10 The Hospital agrees that during the In-patient treatment of the CGHS beneficiary, the Hospital shall not ask the beneficiary or his attendant to purchase separately the medicines / sundries / equipment or accessories from outside and shall provide the treatment within the package deal rate, fixed by the CGHS which includes the cost of all the items. Appropriate action, including removal 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.

14.11 The Hospital shall honor permissions issued by the CMO In-charge, 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.

14.12 CHANGES IN INFRASTRUCTURE / STAFF - The Hospital shall immediately Communicate to the Additional 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 Hospital shall attract a fresh inspection, at the prescribed fee, for consideration of continuation of empanelment.

14.13 The Hospital 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 Director of the CGHS city, changes in the strength of doctors / staff and infrastructure if any. Annual audit reports of the hospital shall also be submitted along with the statement.

14.14 Authorized signatory / representative of the hospital shall attend the periodic meetings held by Director / A.D. / J.D. / Department / Establishment of CGHS, required in connection with improvement of working conditions.

14.15 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 Hospital authorities shall cooperate in carrying out the inspection.

14.16 In case of any natural disaster / epidemic, the hospital shall fully cooperate with the Ministry of Health / Directorate General of Health Services, Additional Director / Joint Director of CGHS of the City and shall convey / reveal all the required information, apart from providing treatment.

14.17 The Hospital 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.

14.18 The hospital shall investigate / treat the CGHS beneficiary patient only for the condition 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.

14.19 The Hospital shall not undertake treatment of referred cases in specialties for which it is not empanelled. But it shall provide necessary treatment to stabilize the patient and transport the patient safely to the nearest recognized hospital under intimation to CGHS authorities. However, in such cases the Hospital shall charge as per the CGHS rates only for the treatment provided.

14.20 The hospital shall not refer the patient to another specialist / other hospital without prior permission of CGHS authorities. Prior intimation shall be given to CGHS whenever the patient needs further referral.

15. 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 regard needs to be followed. The entitlement is as follows: -

S.No	Corresponding Basic Pay drawn by the Officer in 7th CPC	Ward entitlement
1	Up to Rs. 47,600/-	General
2	Rs. 47,601/- to Rs. 63,100/-	Semi-Private
3	Rs. 63,101/- and above	Private

- A. Private ward is defined as a hospital 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 hospital 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.

Treatment in higher Category of accommodation than the entitled category is not permissible.

16. DUTIES AND RESPONSIBILITIES OF HOSPITALS

It shall be the duty and responsibility of the Hospital, at all times, to obtain, maintain and sustain the valid NABH Accreditation, 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”.

17. NON ASSIGNMENT

The Hospital 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 discretion and on such terms and conditions as deemed fit by the CGHS. Any such assignment shall not relieve the Hospital from any liability or obligation under this agreement.

18. HOSPITAL’S INTEGRITY AND OBLIGATIONS DURING AGREEMENT PERIOD

The Hospital 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 Hospital is obliged to act within its own authority and abide by the directives issued by the CGHS. The Hospital 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.

19. PERFORMANCE BANK GUARANTEE

The Hospital shall furnish in the prescribed format a performance Bank Guarantee of Rupees Ten Lakhs in case of Hospitals / Rupees Two Lakhs in case of Eye Center or Dental Clinic, valid for a period of two years to ensure efficient service and to safeguard against any default.

20. 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 hospital such as:

- A. Refusal of service,
 - B. Undertaking unnecessary procedures,
 - C. Prescribing unnecessary drugs/tests,
 - D. Over billing,
 - E. Reduction in staff/ infrastructure/ equipment etc. after the hospital has been empanelled.
 - F. Non submission of the report, habitual late submission or submission of incorrect data in the report,
 - G. Refusal of credit to eligible beneficiaries and direct charging from them,
 - H. If recommended by NABH at any stage,
 - I. Discrimination against CGHS beneficiaries vis-à-vis general patients.
1. The Bank Guarantee shall be forfeited and the CGHS shall have the right to de-recognize the hospitals / diagnostic laboratory 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.
 2. The decision of CGHS in this regard shall be final.

21. LIQUIDATED DAMAGES

- A. The Hospital 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 Hospital such as refusal of service or refusal of credit to eligible categories of CGHS Beneficiaries (as mentioned under Clause 10) 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 Hospital, the total amount of Performance Bank Guarantee shall be forfeited, and action shall be taken for removing the Hospital 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 Hospital and the CGHS shall have the right to issue a written warning to the Hospital not to do so in future. The recurrence, if any, shall lead to the stoppage of referral to that Hospital.
- D. Before initiating action under sub clause (A) – (C) above, CGHS shall serve a show cause notice to the Hospital for which the Hospital shall have to respond within ten days of its receipt.

22. TERMINATION FOR DEFAULT

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

- A. If the Hospital fails to provide any or all of the services for which has been recognized within the period(s) specified in this Agreement or within any extension thereof if granted by the CGHS pursuant to the Condition of Agreement.
OR
- B. If the Hospital fails to perform any other obligation(s) under this Agreement.
OR
- C. If the Hospital, in the judgment of the CGHS has engaged in corrupt or fraudulent practices in competing for or in executing this Agreement.

23. INDEMNITY

The Hospital 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 Hospital 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, along with (or otherwise), Hospital as a Party for anything done or purported to be done in the course of the execution of this Agreement. The Hospital 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 Hospital negligence or misconduct.

The Hospital 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 Hospital defend such suit, either jointly with the Hospital or singly in case the latter chooses not to defend the case.

24. 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 Hospital upon or in relation to or in connection with or arising out of the Agreement, shall be referred to for arbitration by the Additional Secretary & Director General (AS&DG), Ministry of Health & Family Welfare, Government of India, who shall give written award of his decision to the Parties. The decision of the Additional Secretary & Director General (AS&DG) 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.

25. MISCELLANEOUS

25.1 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 Hospital.

25.2 The Hospital shall not represent or hold itself out as agent of the CGHS.

25.3 The CGHS shall not be responsible in any way for any negligence or misconduct of the Hospital 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 Hospital or in the course of doing its work or perform their duties under this Agreement or otherwise.

25.4 The Hospital shall notify the Government of any material change in their status and their shareholdings or that of any Guarantor of the Hospital in particular where such change would have an impact on the performance of obligation under this Agreement.

25.5 This Agreement can be modified or altered only on a written agreement signed by both the parties.

25.6 Should the hospital 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 hospital or their heirs and legal representatives from the liability in respect of the services provided by the Hospital during the period when the Agreement was in force.

25.7 The Hospital shall bear all expenses incidental to the preparation and stamping of this agreement.

26. NOTICES

26.1 Any notice given by one party to the other pursuant to this Agreement shall be sent to the 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: Additional Director, CGHS Mumbai, Ministry of Health & Family Welfare, Government of India, Old CGO Building (Pratishtha Bhavan), Ground Floor, South Wing, 101, M.K. Road, New Marine Lines, Mumbai 400 020.

Hospital with address:

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26.2 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

ADDITIONAL DIRECTOR,
Central Government Health Scheme Mumbai,
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 (Hospital)
Duly authorized vide Resolution No.dated of (Name of Hospital)

In the presence of
(Witnesses)

- 1.
- 2.

Annexure – A

Performance Bank Guarantee

To:

The President of India

Acting through (Additional Director, CGHS Mumbai),

Ministry of Health & Family Welfare

Prathishta Bhavan,

M. K Road,

New Marine Lines,

Mumbai 400020.

WHEREAS _____

(Name of Hospital) has undertaken, Agreement No. _____

dated, _____ 2020 to _____

_____ (Description of Services)

hereinafter called "the Agreement".

AND WHEREAS it has been stipulated by you in the said Agreement that the Hospital 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 Hospital performance obligations in accordance with the Agreement.

AND WHEREAS we have agreed to give the Hospital a guarantee:

THEREFORE WE (Name of the Bank) hereby affirm that we are Guarantors and responsible to you, on behalf of the Hospital (hereinafter 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 _____ 2022.

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 Hospital.

Date

Signature and Seal of Guarantors

Address:

Amount of Performance Bank Guarantee to be obtained from the Hospitals at the time of signing the Agreement: -

General Purpose Hospital	Rs. 10.00 lakhs
Specialty Hospitals	Rs. 10.00 lakhs
Super Specialty Hospital	Rs. 10.00 lakhs
Specialty Eye Care Hospital	Rs. 2.00 lakhs
Specialty Dental Clinic	Rs. 2.00 lakhs