

AGREEMENT

BETWEEN

Regional Provident Fund Commissioner, Delhi

AND

HOSPITAL

This agreement is made on _____ (Date) _____ by and between Regional P. F. Commissioner representing the Central Board of Trustees (CBT), Employees' Provident Fund Organization (EPFO) having its Offices, at Regional Office, Delhi (North), 28-Community Centre, Wazirpur Industrial Area, Delhi-110052, Regional Office, Delhi (South), Plot no. 23, Sector-23, Dwarka, New Delhi-110075 & Head Office, 14 Bhikaji Cama Place, New Delhi-110066 (hereinafter collectively referred to as RPFC) which expression shall unless repugnant to the context or meaning thereof, be deemed to mean and include its successor and assigns) of the First Part.

AND

[Name of the Hospital] _____
registered office _____
_____ through Shri/Smt. _____
_____ (designation), authorized officer, New Delhi (herein after called the empanelled Hospital) having its office at _____ New Delhi and assigns on the Second Part.

WHEREAS the RPFC-Delhi (North), RPFC- Delhi (South), RPFC (ASD), Head Office is providing medical facilities to its pensioners and their dependant family members under the provision of CSMA Rules, 1944 (herein after called Beneficiaries).

WHEREAS the RPFC- Delhi (North), RPFC- Delhi (South), RPFC (ASD) at Head Office proposes to provide medical facility by empanelled CGHS hospital to the beneficiaries i.e. Pensioners drawing pension from Regional Office- Delhi (North), Regional Office-Delhi (South), Head Office-New Delhi and their dependent family members on cashless basis and for the said purpose the list of beneficiaries (duly updated) will be provided by the RPFC to the empanelled hospital.

AND WHEREAS, _____, Hospital has given its consent for empanelment and agreed to provide the facilities under CGHS approved rates and also agreed to comply with all the conditions mentioned in EPFO, Head Office guidelines contained in Annexure-A annexed herewith.

NOW, THEREFORE, IT IS HEREBY AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. Empanelled Hospital will provide all the facilities for which it is empanelled as per package rates agreed to for various procedure, investigation etc. on the CGHS rates and terms & conditions to all the pensioners drawing pension from Regional Office, Delhi (North), Regional Office, Delhi(South), RPFC (ASD), Head Office, New Delhi and their dependent family members.
2. In case, there are no prescribed rates of CGHS for any procedure, the Hospital will charge the rates prescribed by AIIMS. If there is no AIIMS rates for such procedure the hospital will charge as per their rates after providing 20% discount.
3. Empanelled Hospital will provide all the indoor/admit cases on cashless basis to the beneficiaries at CGHS approved rates.
4. The empanelled Hospital will provide treatment to the beneficiaries referred by the Competent Authority as defined in Para 8 below on production of valid documents only.
5. The empanelled Hospital will provide only such services for which it has been empanelled on the rates fixed by CGHS from time to time and shall be binding.
6. The empanelled Hospital agrees that any liability arising due to default or negligence in providing performance of the medical services shall be borne exclusively by the Hospital and the Hospital shall alone be responsible for the defect and/or deficiencies in rendering such services.
7. The empanelled Hospital agrees that during the inpatient treatment of the beneficiaries, the Hospital will not ask the beneficiary or his attendant to purchase separately the medicines/consumables/equipment or accessories from outside and will provide the treatment within the package deal rate, fixed by the CGHS which includes the cost of all the items.

8. The empanelled Hospital will honour the permission issued by an Officer authorized by the referring authority i.e. RPFCDelhi (North), RPFCDelhi (South), RPFCDelhi (ASD) at Head Quarter to the beneficiaries holding valid I-card or letter of authority by the RPFCDelhi. Indoor treatment, entitlement will depend on their basic pension drawn by the beneficiary regarding rooms as per CGHS norms applicable at the time of treatment. The present entitlements as per the CGHS norms are as under:

Ward Entitlement	Basic pension
General ward	Upto Rs. 13,950/-
Semi-Private ward	Rs. 13,960/- to Rs. 19,530/-
Private ward	Rs. 19,540/- and above

The above entitlement will get modified from time to time as per the. Instruction issued by Government of India, Ministry of Health & Family Welfare applicable to CGHS facilities.

9. In case of any natural disaster/epidemic, the Hospital shall fully cooperate with the RPFCDelhi and will convey/reveal all the required information, apart from providing treatment.
10. The Hospital will treat the beneficiary/ patient only for the condition for which they are referred with permission and in the speciality and/or purpose for which they are approved by the RPFCDelhi. In case of unforeseen emergencies of these beneficiary/patients during admission for approved purpose/procedure, necessary life saving measures be taken by the Hospital and concerned RPFCDelhi may be informed accordingly with justification within 24 hours in writing by the Hospital. The treatment requirements and entitlements for emergency and non-emergency cases shall be as described in para 13 of Annexure-A.
11. In case of planned procedure duly recommended by the medical authority of Government Hospital, the beneficiary must obtain prior permission from concerned RPFCDelhi. Only on production of the permission letter of the authorized officer of the RPFCDelhi, the empanelled Hospital shall provide necessary treatment to the beneficiary, otherwise such claim would not be entertained.
12. The duration of indoor treatment for specialized and other procedures will be as per CGHS terms and conditions.

13. The Hospital will not refer the beneficiary/patient to other specialist/other Hospital except Govt. Hospital or the hospital with whom the RPFC has entered into a similar agreement.
14. Appropriate action, including removing from empanelment and/or termination of this agreement may be initiated on the basis of a complaint, medical audit or inspection carried out by team appointed by Appropriate Authority.
15. **PAYMENT SCHEDULE:**

The empanelled Hospital will submit the bill within 3 days of the discharge of patient and will allow a discount of 10% on payments that are made within 15 days from the date of submission of bill to the RPFC directly, from where the beneficiary is drawing monthly pension. The empanelled Hospital will provide the details of the referred cases in both CD as well as hardcopy along with the bills and other relevant documents to the RPFC of the office from where the beneficiary is drawing pension. The RPFC will ensure payment as early as possible.

16. DUTIES AND RESPONSIBILITIES OF EMPANELLED HOSPITAL

It shall be the duty and responsibility of the Hospital at all times, to obtain, maintain and sustain the valid registration, recognition and high quality and standard of its services and health care and to have all statutory/mandatory licenses, permits or approvals of the concerned authorities under or as per the existing laws.

17. DURATION

The agreement shall remain in force for a period of two years from the date of agreement and can be extended for subsequent period as required subject to fulfillment of all terms and condition of this agreement and with mutual consent of the parties.

18. HOSPITALS AND OBLIGATIONS DURING AGREEMENT PERIOD

The Hospital is responsible for and obliges 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 in the agreement. The Hospital is obliged to act within its own authority and abide by the directives issued by the RPFC. The Hospital is responsible for managing the activities of its personnel and

will hold itself responsible for their misdemeanors, negligence, misconduct or deficiency in service, if any.

19. LIQUIDATED DAMAGES

The Hospital shall provide services as per requirement specified by the RPFC and terms of the provisions of this Agreement. In case of violation of the provisions of the Agreement by the Hospital, the amount equivalent to 15% of the amount of (security deposit) in the form of bank guarantee will be charged as Liquidated Damages by the RPFC. However, the total amount of the security deposit will be maintained intact being a revolving Guarantee.

20. In case of repeated defaults by the Hospital, the total amount of (security deposit) in the form of Bank Guarantee will be forfeited and action will be taken, for removing the Hospital from the empanelment as well as termination.

21. For over-billing and unnecessary procedures, the extra amount so charged will be deducted from the bills of the Hospital and the RPFC shall have the right to issue a written warning to the Hospital not to do so in future. The recurrence, if any, will lead to the stoppage of referral to that Hospital.

22. TERMINATION OF AGREEMENT

(a) ON DEFAULT

22.1 The Appropriate Authority as provided for in Annexure-A, 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 in the event of following eventualities:-

- (a) If the Hospital fails to provide any or all the services for which it has been recognized within the period (s) specified in the Agreement; or within any extension thereof if granted by pursuant to the Condition of Agreement; or
- (b) If the Hospital fails to perform any other obligation (s) under the Agreement; or
- (c) If the Hospital, in the judgment of the Appropriate Authority has engaged in corrupt or fraudulent practices in competing of or in executing the Agreement.

22.2 If the Hospital is found to be involved in or associated with any unethical illegal or unlawful activities, the Agreement will be summarily suspended without any notice and thereafter may terminate the agreement after giving a

show cause notice and after considering its reply, if any, received within 10 days of receipt of show cause notice.

(b) BY CONSENT

22.3 Any of the parties to the agreement, if for any reason wishes to terminate the agreement, it can do so by giving a minimum three months notice to the other party.

22.4 It is further agreed that during the period notice either of the party serving the notice shall abide by the terms and conditions or continue to discharge their obligations under the agreement till the expiry of notice period.

23 INDEMNITY

23.1 The Hospital shall at all times keep indemnified against all the actions suits, claims and demands brought or made against in respect of anything done or purported to be done by the Hospital in execution of or in connection with the services under the Agreement and against any loss or damages to the RPFC in consequence to any action or suit being brought against the RPFC, along with (or otherwise), Hospital as a party for anything done or purported to be done in the course of execution of this Agreement. The Hospital will at all times abide by the safety measures and other statutory requirements prevalent in India and will keep free and indemnify the RPFC from all demands or responsibilities arising from accidents or loss of life, the cause or result of which is the Hospital negligence or misconduct.

23.2 The Hospital will pay all the indemnities arising from such incidents without any extra cost and will not hold the RPFC responsible or obligated. RPFC 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 of difference of any kind whatsoever arises (the decision whereof is not herein otherwise provided for) between the RPFC 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 Appropriate Authority in consultation with a technical member to be opted from ESIC/State/Central Medical Authorities who will give written award of his/her decision to the parties. The decision of the arbitrator will be final and binding. The provisions of Arbitration and Conciliation Act, 1996 shall apply to the arbitration proceedings. The venue of the arbitration

proceedings shall be office of the Appropriate Authority as prescribed in Annexure-A.

25. **REMOVAL OF DOUBTS**

The definition and terminology used in this agreement viz those relating to approved package rates shall be as provided for in the terms & condition given in Annexure-A. If any doubt arises on the definition or the terminology, the same shall be governed by the definition given in CGHS guidelines as contained in circulars issued by Government of India, Ministry of Health & Family Welfare from time to time.

26. **MISCELLANEOUS**

26.1 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 RPFC and the Hospital.

26.2 The Hospital shall not represent or hold itself out as agent of the RPFC.

26.3 The RPFC will not be responsible in any way for any negligence or misconduct of the Hospital and its employees for any accident, injury of damage sustained or suffered by any beneficiary of 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.

26.4 The Hospital shall notify the RPFC of any material change in their status and their share holdings or that any guarantor of the Hospital in particular where such change would have an impact on the performance their duties under this Agreement or otherwise.

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

26.6 Should the Hospital get wound-up of partner-ship is dissolved, the Appropriate Authority shall have the right to terminate the Agreement. The termination of Agreement shall not relieve the Hospitals or their heirs and representatives from the liability in respect of the service to be provide or provided by the Hospitals during the period when the agreement was in force.

26.7 The hospital shall bear all expenses incidental to the preparation and stamping of this Agreement.

26.8 A recognized CGHS private Hospital whose rates of a procedure/test facility are lower than the approved CGHS rates shall charge the RPFC beneficiaries as per such lower to rates.

27. PERFORMANCE BANK GUARANTEE

Hospital shall have to furnish a performance Bank Guarantee of Rs. 1.00 lakhs valid for a period of 02 years to ensure efficient service and to safe guard against any default. In the event of extension of the agreement for further period, the Hospital shall furnish a revised performance Bank Guarantee for extended period immediately on extension of the agreement.

28. NOTICES

28.1 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 of the post to the other Party's address as below:

A) Regional P.F. Commissioner-I, Delhi (North), Bhavishya Nidhi Bhawan
28 Community Centre, Wazirpur Industrial Area, Delhi-110052.

B) Regional P.F. Commissioner-I, Delhi (South), Bhavishya Nidhi Bhawan,
Plot No.23, Sector-23, DWARKA, New Delhi-110075.

C) Regional P.F.Commissioner-I (Administrative Service Division), 14,
Bhikaji Cama Place, New Delhi-110066.

D) Chief Executive Officer, Head Of Administration

New Delhi

28.2 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 the remarks like refused, left, premises locked etc.

IN WITNESS WHEREOF the parties have caused this Agreement to be signed and executed on the day month and the year first above mentioned.

Signed By:-

RPFC, Delhi(North)_____

**Chief Executive Officer/Head of
Administration**

RPFC, Delhi(South)_____

RPFC (ASD), Head Office_____

Witness:

1_____

2_____

Witness:

1_____

2_____