

**AGREEMENT**

MEDICAL DIRECTOR/CH/GRC/S.E RAILWAY/ KOLKATA 700043

AND

-----**Name of the hospital**

This Agreement is made on the \_\_\_\_day of ----- 20----- between the President of India acting through Medical Director, CH/GRC/ S.E. Railway, Government of India having its office 11, Garden Reach Road, Kolkata-700043. (Hereinafter called Railway, 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 Indian Railway Health Service (IRHS) is providing comprehensive medical care facilities to Railway beneficiaries as are decided from time to time.

AND WHEREAS, IRHS proposes to provide treatment facilities and diagnostic facilities to the Railway Medical Beneficiaries in the Private empanelled Hospitals, in ----- (Name of the City).

AND WHEREAS ----- (Name of the hospital), has agreed to give the treatment/diagnostic facilities (As per Annexure-I) to the Railway Medical Beneficiaries in the Health Care Organisation at the rates offered by CGHS for ----- (Name of the City).

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 "Card" shall mean the (UMID/CTSE etc.) Photo Identity Card' bearing details of the beneficiary, issued by any competent authority of Railway Personnel department only. MIC shall mean 'Medical Identity card', issued by any competent authority of Railway Personnel department, bearing the name of the Railway Employee or ex-Railway Employee and their eligible family members/ dependents.
- 1.1.4 "Card Holder" shall mean a person having the (UMID/CTSE etc.) card (a specimen of which has been shown to the hospital and a prototype has also been provided).
- 1.1.5 Railway Beneficiary shall mean any person who is eligible to comprehensive medical care by IRHS and has been issued, or whose name is included in a Medical card issued by competent authority and has not become ineligible on any account.
- 1.1.6 "Coverage" shall mean the types of persons to be eligible as the beneficiaries subject to the terms, conditions and limitations.
- 1.1.7 "Emergency" shall mean any condition or symptom resulting from any cause, arising suddenly and if not treated at the early convenience, be detrimental to the health of the patient or will jeopardize the life/limb of the patient.
- 1.1.8 "Empanelment" shall mean authorization of the hospitals, by the Railway for treatment/investigation purposes for a particular period.
- 1.1.9 "Hospital" shall mean ----- (Name of the hospital), while performing under this Agreement providing medical investigation, treatment and the health care of human beings.
- 1.1.10 "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 Railway health care beneficiaries after following certain procedure of inquiry.
- 1.1.11 "Party" shall mean either the Railway or the Hospital and "Parties" shall mean both the Railway and the Hospital.
- 1.1.12 "CGHS "Package Rate" shall mean all inclusive – including lump sum cost of inpatient treatment/day care/diagnostic procedure 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/CCU charges, (ix) Monitoring charges, (x) Transfusion charges and Blood processing charges (xi) Pre Anesthetic checkup and 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 and consumables (xvi) Related routine and essential investigations (xvii) Physiotherapy charges etc. (xviii) Nursing Care charges etc.  
Packages rates also include two postoperative consultations.

- 1.1.13 Cost of Implants/stents/grafts are reimbursable in addition to package rates as per CGHS ceiling rates or as per actual, whichever is lower.
- 1.1.14 In case of beneficiary demands a specific Brand of Stent/Implant and gives his/her consent in writing, the difference in cost over and above the ceiling rate may be charged from the beneficiary, which is non reimbursable/not payable by Railway. This component will be shown distinctly in the bill for sake or transparency.
- 1.1.15 During In-patient treatment of the Railway beneficiary, the hospital 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 rate, fixed by the CGHS which includes the cost of all the items, However, the following items are not admissible for reimbursement/Payment by BCA/Railway.
- Toiletries.
  - Sanitary napkins.
  - Talcum powder
  - Mouth fresheners
  - Diet charges for patient attendant/s
  - Telephone bills/Dietary/Nutritional Supplements
  - Any other item as decided by Railway.
- 1.1.16 In cases of conservative treatment/where there is no CGHS package rate, calculation of admissible amount would be done item wise as per CGHS rates Kolkata or as per AIIMS rates, if there is no CGHS rate for a particular item. Till such time online bill payment is implemented and bill payment will be made in offline mode at the zonal H.Q level, the discounted hospital rate / hospital rate will be applicable where there will no CGHS/AIIMS rate as per work order no ----- Date-----.
- 1.1.17 Package rates envisage up to a maximum duration of indoor treatment as follows:
- Upto 12 days for Specialized (Super Specialities) treatment.
  - Upto 7 days for other Major Surgeries.
  - Upto 3 days for Laparoscopic surgeries and
  - 1 day for day care/Minor (OPD) surgeries.

However, if the beneficiary has to stay in the hospital for his/her recovery for a period more than the period covered in package rate, the additional bill amount may be allowed to the hospital. Which shall be limited to accommodation charges as per entitlement, investigations charges at approved rates, doctors visit charges (not more than 2 visits per day by specialists/consultants) and cost of medicines for additional stay). The circumstances for such extended stay should be supported by relevant medical records and certified as such by hospital.

- 1.1.18 No additional charge on account of extended period of stay shall be allowed if that extension is assessed to have been necessitated due to Hospital Acquired Infection (HAI), infection as a consequence of surgical procedure/faulty investigation procedure etc. The decision of Railway will be final in this regard.
- 1.1.19 The empanelled hospital cannot charge more than CGHS approved rates or rates agreed upon with Railways, when a Railway beneficiary is admitted under non-emergency situation. In case of any instance of overcharging the overcharged amount over and above CGHS rate (except inadmissible items and difference paid due to implant/stent of a specific brand chosen by Railway beneficiary) shall be considered as unethical practice by the hospital and may lead to cancellation of contract.
- 1.1.20 IRHS has empanelled ----- (Name of the hospital), for Railway beneficiary for all the specialities for which it has been granted recognition by CGHS. It may also refer any of its beneficiaries for a treatment/procedure/investigation which is not available in house at the local health institution of railway.
- 1.1.21 For any interaction with Railway the hospital shall be interacting with the signing authority, or one or his authorized officers, of this agreement. However a superior office of the signing authority may call for any report by the hospital.
- 1.1.22 The applicable city specific CGHS rates are as per notification by the CGHS for that city or nearest city. The rates will be as per applicable rate i.e. any change upwards or downwards will be applicable from the date which is applicable in CGHS.

OR

Mutually agreed rates with Railways in case of Government of India/Public Sector Undertaking hospitals or Non CGHS hospitals.

**Hospital will write prescription in generic name & provide medicine for upto seven days period. This is subject to following conditions:-**

- I. Only essential medicines in generic form for continuity of treatment will be issued by the hospital.**
- II. No nutritional supplements, tonic, cough syrup, vitamins; injection will be issued by the hospital. These are not allowed.**
- III. No non drug items/equipments/appliances will be issued.**
- IV. Total cost of such medicines issued by the hospital must not exceed Rs-2000/- in any case.**

## **2. DURATION OF AGREEMENT**

The Agreement shall remain in force for a period of 2 years w.e.f. ----- to ----- or till it is modified or revoked, whichever is earlier. The Agreement may be extended for annually subject to fulfillment of all the terms and conditions of this Agreement and with mutual consent of both parties.

NOTE: In case the hospital is derecognized by CGHS or the recognition is not extended for any reason then, unless and until specifically allowed by Railway, the Railway empanelment under this agreement shall also be withdrawn.

Patients already admitted to the hospital during currency of MOU will however be continued to be provided treatment, which shall be paid by Railway as per this MOU.

## **3. CONDITIONS FOR PROVIDING TREATMENT/SERVICES.**

### **A. GENERAL CONDITIONS**

The hospitals shall be empanelled for all facilities/services available in the health care organization as approved by CGHS and shall not be empanelled for selected specialities/facilities.

The hospitals shall investigate/treat the Railway beneficiaries only for the emergency condition for which the patient has reported to them. Likewise the Railway beneficiaries referred by the railway hospital shall be treated/investigated only for the condition referred. No undue/unnecessary investigation shall be done by the hospital.

It is agreed that Railway beneficiaries shall be attended to on priority.

IRHS has the right to monitor the treatment provided in the Private Hospitals.

### **B. ADDITIONAL PROCEDURES/INVESTIGATIONS**

The hospital has been empanelled for treatment/investigation of the Railway beneficiaries. For any material/additional procedure/investigation other than the emergency condition for which the authorization was initially given, would require the permission of the competent authority.

Likewise, if IRHS refers a patient, the treatment given should be confined to the condition for which the patient has been referred by the Railway.

### **C. PROCEDURE WHERE A RAILWAY BENEFICIARY/CTSE PATIENT REPORTING IN EMERGENCY NEEDS TREATMENT IN A SPECIALITY(S) WHICH ARE NOT AVAILABLE IN THE HOSPITAL.**

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

### **D. CHANGES IN INFRASTRUCTURES/STAFF TO BE NOTIFIED TO RAILWAY.**

The Hospital shall immediately communicate to Railway about any change in the infrastructure/Shifting of premises of the hospital. The empanelment will be temporarily withheld in case of shifting of the hospital facility to any other location without prior permission of Railway.

### **E. ANNUAL REPORT**

The Hospital will submit an annual report regarding number of admitted Railway beneficiaries, bills submitted to the Railway and payment received. Similar report for the referred patients treated by the hospital may also be submitted. Annual audit report of the hospitals will also be submitted along with the statement. The hospital shall submit all the medical records in digital format.

### **F. MEETINGS**

Authorized signatory/representative of the empanelled hospital shall attend the periodic meetings held by Railway required in connection with improvement of working conditions and for the redressal of grievances.

### **G. INSPECTIONS.**

During the visit by Railway officials, the empanelled hospital's authorities will cooperate in carrying out the inspection.

### **H. NO COMMERCIAL PUBLICITY**

The Hospital will not make any commercial publicity projecting the name of Railway or Government of India.

However, the fact of empanelment under IRHS shall be displayed at the premises of the empanelled hospital indicating that the charges will be as per CGHS approved rates.

## **4. TREATMENT IN EMERGENCY**

The following ailments may be treated as emergency which is illustrative only and not exhaustive, depending on the condition of the patient and if any changes done by CGHS will apply for Railways too:

- Acute Coronary Syndromes(Coronary Artery Bye-pass Graft/Percutaneous, Transluminal Coronary Angioplasty) including Myocardial infarction, Unstable Angina, Ventricular Arrhythmias, Paroxysmal Supra Ventricular 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 female including acute Obstetrical and Gynecological emergencies.
- Electric shock. Any other life threatening condition.

In emergency the hospital will not refuse admission or demand an advance payment from the Railway beneficiary or his family member and will provide credit facilities to the patient whether the patient is a serving employee of Railway or a pensioner availing facilities, on production of a valid Railway Medical Identity Card (UMID etc.). The refusal to provide the treatment to bonafide Railway Beneficiaries in emergency cases on credit basis, without valid ground, would attract disqualification for continuation of empanelment.

The Hospital will intimate all instances of Railway beneficiaries admitted as emergencies without prior permission to the Railway authorities through mutually accepted means to Railway authorities at the earliest and within 24 hours and Railway will revert within next 24 hours, otherwise it will be treated as deemed approved. The empanelled hospital will clearly mention/certify the emergency condition as per MoU.

If Railway finds that patients is not suffering from emergency, in such case the hospital bill upto the stage of such determination will be paid by Railway directly to the hospital. However, the patient can continue to avail treatment at the empanelled hospital, if so desired by paying CGHS rates or hospital rates whichever is less on the patients cost thereafter.

The Hospital will provide free ambulance service to pick up serious patients from Central Hospital/GRC/S.E.Railway

#### 5. ENTITLEMENTS FOR VARIOUS TYPES OF WARDS.

Railway 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 at present is as follows:-

Srl.No.	Corresponding basic pay drawn by the officer in 7 <sup>th</sup> CPC per month	Entitlement
1.	Upto Rs.47,600/-	General Ward
2.	Rs.47,601/- to Rs.63,100/-	Semi-Private Ward
3.	Rs.63,101/- and above.	Private Ward.

The Card will have the entitlement of the patient endorsed. For the patients referred by Railway the entitlement of the ward be endorsed on the referral letter itself.

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 furnishing 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.

Treatment, in higher Category of accommodation than the entitled category is not permissible for payment by Railway or reimbursable. If the patient or his/her attendant opts for a higher class than admissible under extent rules mentioned above (Para 5) as modified from time to time, the difference in cost of treatment including room charges, procedure and treatment cost, investigations etc would have to be borne by patient's representative. A written declaration to the effect should be taken before such change is carried out and it can be collected from the patient or his/her representative directly by the hospital. This should be indicated distinctly in the bill raised in the interest of transparency.

#### 6. APPROVED RATES TO BE CHARGED

6.1. The empanelled hospital shall charge from the Railway beneficiary as per the rates for particular procedure/package deal as prescribed by the CGHS or mutually accepted rates by Railways where rates are not available for CGHS or in case of Government of India undertaking hospitals or mutually accepted rates where no CGHS hospitals exist and attached as Annexure (rate list), which shall be an integral part of this Agreement. The rates notified by CGHS shall also be available on web site of Ministry of health & F.W. at <http://msotransparent.nic.in/cghsnew/index.asp>.

6.2. The package rate will be calculated as specified in the tender document. No additional charge on account of extended period of stay shall be allowed if, that extension is due to infection as a consequence of surgical procedure or due to any improper procedure and is not justified. The decision of Railway will be final in this regard.

6.3. The procedure and package rates for any diagnostic investigation, surgical procedure and other medical treatment for Railway beneficiary under this Agreement shall be as per the latest CGHS rate applicable for the city of ----- (name of the city) during the validity period of this Agreement. The empanelled hospital agrees that during the In-patient treatment of the Railway beneficiary, the Hospital will not ask the beneficiary or his attendant to purchase separately the medicines/sundries/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. Appropriate action, including removal from RAILWAY empanelment and/or termination of this Agreement, may be initiated on the basis of a complaint, medical audit or inspections carried out by Railway teams. The hospital shall agree to charge CGHS rates to Railway Employees/Pensioners on production of valid I-Card/Documentary proof, even though treatment is not sought as Railway beneficiary.

7. **MODE OF PAYMENT FOR TREATMENT OF BENEFICIARIES**

There shall be three classes of patients

- Railway Beneficiaries referred by Railway Hospitals to the empanelled hospital.
- Railway Beneficiaries reporting to Hospital directly in emergency.
- Railway Beneficiaries directly reporting to empanelled Hospital without any emergency or referral letter and paying on their own for OPD/IPD/Investigation for which empanelled hospital shall charge CGHS rate or hospital rate, whichever is less.

Railway beneficiaries coming under Serial No-7 (I), will be attending the hospital with referral letter from Railways, the bill should be submitted to the office of the concerned Railway hospital with whom they have the MoU.

Railway beneficiaries coming under Serial No-7 (II) above- **emergency as in para 4** treatment/procedures, the services shall be undertaken and provided on credit. No payment shall be sought from them and information sent to Railway hospital through mutually agreed means and authorization be sought from the concerned railway hospital with whom they have MoU with. Situation may arise where Railway hospital, after scrutinizing admission report submitted by empanelled hospital, finds that the patient is not suffering from an emergency. In such cases, the hospital bills upto the stage of such determination (**para-4**) shall be paid by Railway directly to Hospital. However, the patient can continue to avail treatment at the empanelled hospital, if so desired, paying CGHS rates or hospital rates, whichever is less on the patient's cost, thereafter.

For Railway patients coming under Serial No-7 (III) above, empanelled hospital has to collect payment from the Railway patient directly at the rate as decided already. That is empanelled hospitals will provide the necessary treatment in OPD or otherwise to Railway beneficiary at the CGHS approved rates or hospital rates, whichever is less for the treatment in non-referral and non- emergency case at Railway Medical beneficiary's own cost.

8. **NOTIFICATION OF NODAL OFFICERS**

Empanelled hospital shall notify concerned Railway hospital authority about admission of Railway beneficiaries in emergency clarifying the nature of emergency as pointed out in para 4. Empanelled hospital will mark a counter for Railway beneficiary and also display the name and contact no of person dealing with railways for that empanelled hospital as being done for CGHS beneficiary. Concerned Railway hospital will appoint two senior doctors for acting as administrative nodal officer for empanelled hospital and for Railway beneficiaries.

9. **INFORMATION TO BE PROVIDED BY HOSPITALS OF EMERGENCY ADMISSIONS**

The Hospital will intimate all instances of Railway beneficiaries admitted as emergencies without prior permission to the Railway authorities through mutually accepted means at the earliest and within 24 hours and Railway will revert within next 24 hours, otherwise it will be treated as deemed approved. The empanelled hospital will clearly mention/certify the emergency condition as per MoU.

If Railway finds that patient is not suffering from emergency, in such a case the hospital bill upto the stage of such determination will be paid by Railway directly to the hospital. However, the patient can continue to avail treatment at the empanelled hospital, if so desired by paying CGHS rates or hospital rates, whichever is less on the patient's own cost thereafter.

Treatment in no case would be delayed or denied for the reason that authorization by Railway is not forthcoming.

10. **SUBMISSION OF BILLS**

Empanelled hospitals should submit the physical bill to the concerned CMS/MD office for processing of bills. However, no claims of empanelled hospitals after a period of six months from the date of completion of treatment/date of discharge of Railway beneficiaries shall be accepted by the Railway authority.

11. **PROCESSING OF CLAIMS**

The Hospital shall be expected to upload the bill, on the website, for a particular episode within 7 days of the discharge of the patient.

Railway hospital shall put up a scrutinized statement of the bill within 15 days of submission of the bill by the hospital, as per the extant rules, raising objections if any, if the hospital has anything to state on the scrutinized statement than it will do so within 2 days, otherwise it will be presumed that hospital agrees with the scrutinized statement.

After approval MD/CMS/CMO office shall submit the bill to associate Accounts Department (within 15 working days of clearing of last query). Account Department will pass the bills and make the payment to the hospital within 15 working days.

**Note:-** The patient may be from some railway unit other than the agreement signing unit but the bill shall be paid by the Railway Unit which had empanelled the hospital, without making any reference or debit etc. to the Railway Unit to which beneficiary may belong.

Railway reserves the right to make recoveries, if any, from future bills of hospitals as the case may be. Railway hospital will examine the bill in terms of:

- (a) Appropriateness of treatment including screening of patients records to identify unnecessary admissions and unwarranted treatments.
  - (b) Whether the planned treatment is shown as emergency treatment.
  - (c) Whether the diagnostic, medical or surgical, procedures that were not required were conducted by hospital including unnecessary investigations.
  - (d) Whether the treatment procedures have been provided as per the approved rates and the packages.
  - (e) Whether procedures performed were only those for which permission had been granted or the patient was referred.
  - (f) Empanelled hospital will provide established & approved treatment protocol to Railway beneficiaries. Therapies which are not approved or experimental in nature are not permitted.
12. **MEDICAL AUDIT OF BILLS**  
There shall be a continuous Medical Audit of the services provided by the empanelled Private Hospital by railway or its nominated agency.
13. **DUTIES AND RESPONSIBILITIES OF EMPANELLED HOSPITAL.**  
“It shall be the duty and responsibility of the empanelled Hospital 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”.
14. **NON ASSIGNMENT**  
The empanelled Hospital shall not assign, in whole or in part, its obligations to perform under the agreement, except with the Railway’s prior written consent at its sole discretions and on such terms and conditions as deemed fit by the Railway. Any such assignment shall not relieve the Hospital from any liability or obligation under this agreement.
15. **EMPANELLED HOSPITAL’S INTEGRITY AND OBLIGATIONS DURING AGREEMENT PERIOD.**  
The empanelled 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 Railway. The Hospital is responsible for managing the activities of its personnel and will hold itself responsible for their misdemeanours, negligence, misconduct or deficiency in services, if any.
16. **PERFORMANCE BANK GUARANTEE (PBG)**

*(PBG Details)*

“ Health Care Organizations that are recommended for empanelment after the initial assessment shall also have to furnish a performance Bank Guarantee (Hospital/Cancer Units- Rs- 10.00 lac, single speciality Hospitals-Rs.- 2.00 lac, Eye Centres- Rs.- 2.00 lac, Dental Clinics Rs.- 2.00 lac, Diagnostic Centres Rs.- 2.00 lac) valid for a period of 30 months i.e. six month beyond empanelment period to ensure efficient service and to safeguard against any default (PBG for charitable organizations would be 50% of the amount). If they have given the same to one Railway then they need not give to other Railway since if one hospital is empanelled with particular Railway then it is deemed empanelled by other Railway too and other Railways can simply sign the MoU with them in same term and conditions for beneficiaries from their Railways”.

**17. FORFEITURE OF PERFORMANCE BANK GUARANTEE AND REMOVAL FROM LIST OF EMPANELLED ORGANIZATIONS**

In case of any violation of the provisions of the MOA by the hospital empanelled under Railway such as:

1. Refusal of service.
2. Undertaking unnecessary procedures.
3. Prescribing unnecessary drugs/tests
4. Over billing
5. Reduction in staff/ infrastructure/ equipment etc. After the hospital/ has been empanelled.
6. Non-submission of the report, habitual late submission or submission of incorrect data in the report.
7. Refusal of credit to eligible beneficiaries and direct charging from them.
8. If not recommended by NABH/NABL/QCI at any stage.
9. Discrimination against Railway beneficiaries vis-a-vis general patients.
10. De-empanelment by CGHS/ECHS/ESI.

The amount of Performance Bank Guarantee will be forfeited and the Railway shall have the right to de-recognize the hospital as the case may be. Such action could be intimated on the basis of a complaint, medical audit or inspections carried out by Railway terms at random. The decision of the Railway will be final.

**18. LIQUIDATED DAMAGES**

- The Hospital shall provide the services as per the requirements specified by the Railway 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 direct charging from the Railway Beneficiaries (and referred patients) or defective service and negligence, the amount equivalent to 15% of the amount of Performance Bank Guarantee will be charged as agreed Liquidated Damages by the Railway, however the total amount of the Performance Bank Guarantee will be maintained intact being a revolving Guarantee.

- In case of repeated defaults by the Hospital the total amount of Performance Bank Guarantee will be forfeited and action will be taken for removing the Hospital from the empanelment of Railway as well as termination of this Agreement.
  - For over-billing and unnecessary procedures, the extra amount so charged will be deducted from the pending/future bills of the Hospital and the Railway 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 De-recognition from Railway.
19. **TERMINATION FOR DEFAULT**  
The Railway 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:
- 19.1 If the empanelled Hospital fails to provide any or all of the services for which it has been empanelled within the period (s) specified in the Agreement or within any extension thereof if granted by the Railway pursuant to Condition of Agreement or if the Health Care Organization fails to perform any other obligation (s) under the Agreement.
- 19.2 If the Hospital in the judgment of the Railway has engaged in corrupt or fraudulent practices in competing for or in executing the Agreement.
- 19.3 In case of any wrong doings as specified in Memorandum of Agreement by one hospital Railway reserves the right to remove all empanelled hospitals of that particular group from its empanelled list of hospitals.
20. **INDEMNITY**  
The empanelled Hospital shall at all times, indemnify and keep indemnified Railway/ 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 Health Care Organization in execution of or in connection with the services under this Agreement and against any loss or damage to Railway/ the Government in consequence to any action or suit being brought against the Railway/ the Government, along with (or otherwise). Health Care Organization as a Party for anything done or purported to be done in the course of the execution of this Agreement. The Health Care Organization will at all times abide by the job safety measures and other statutory requirement prevalent in India and will keep free and indemnify the Railway from all demands of responsibilities arising from accidents or loss of life, the cause or result which is the Hospital negligence or misconduct.  
The Hospital will pay all indemnities arising from such incidents without any extra cost to Railway and will not hold the Railway responsible or obligated. Railway/ the Government may at its discretion and shall always be entirely at the cost of the Health Care Organization defend such suit, either jointly with the Health Care Organization enter or singly in case the latter chooses not to defend the case.
21. **ARBITRATION**  
If any dispute or difference of any kind whatsoever (the decision whereof is not herein otherwise provided for) shall arise between the Railway 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 CMD/CMO of the Unit who will give written award of his decision to the Parties. The decision of the CMD/CMO will be final and binding. The provisions of the Arbitration and Conciliation Act, 1996 shall apply to the arbitration proceedings. The venue of the arbitration proceeding shall be at Kolkata Only
22. **MISCELLANEOUS**
- 22.1 Nothing under this Agreement shall be construed as established or creating between the Parties any relationship of Master and Servant or Principal and Agent between Railway and the Hospital. The Health care Organization shall work or perform their duties under this Agreement or otherwise.
- 22.2 The Hospital agrees that any liability arising due to any default or negligence in not represent or hold itself out as agent of the Railway.
- 22.3 The Railway will 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 Railway 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 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.
- 22.4 The Hospital shall notify the Government of any material change in their status and their shareholdings or that of any Guarantor of the in particular where such change would have an impact on the performance of obligation under this Agreement.
- 22.5 This Agreement can be modified or altered only on written agreement signed by both the parties.
- 22.6 Should the Hospital get wound up or partnership is dissolved the RAILWAY 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.
- 22.7 The Hospital shall bear all expenses incidental to the preparation and stamping of this agreement.
23. **OTHER SERVICES TO BE PROVIDED**

The empanelled Hospital will, on the request of RAILWAY, agree to provide training to RAILWAY medical, Para-medical, nursing staff and DNB (PGT) students sent by Railway.

24. **EXIT FROM THE PANEL**

The Rates fixed by the CGHS for the city of ----- (name of the city) shall continue to hold good unless revised by CGHS. In case the notified rates are not acceptable to the empanelled health care Organizations, or for any other reason, the health care Organization no longer wishes to continue on the list under Railway, it can apply for exclusion from the panel by giving one month notice, Patients already admitted shall continue to be treated as per agreed rates between the two parties.

25. **NOTICES**

26.1 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:

**Railway:** Medical Director, Central Hospital, Garden Reach, S.E. Railway, Kolkata- 700043.

**Hospital with address-** -----.

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.

26.3 For any covid related emergency in view of the ongoing covid-19 pandemic, the matter will be sorted out between hospital management & S.E.Railway with prior approval of MD/CH/GRC. CGHS guideline vide letter no 6-52/CGHS/G.R.Cell/2020/DIR/CGHS Date 10<sup>th</sup> July, 2020 will be followed in this regard wherever applicable.

26.4 The tie up hospitals should show the CGHS treatment and hospital treatment items separately in the bill with CGHS Rate identification no and hospital rate identification no. as given in their offer. This would enable fast verification of their bill.

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

CMS/MD/CMD/ACMS-IN-CHARGE  
Of the Railway Hospital  
For and on behalf of The President of India

In the Presence of

(Witness)

1.

2.

Signed by

-----  
For and on behalf of (Hospital)  
Duly authorized vide resolution No.-----Dated-----  
of (name of Hospital)

In the presence of

(Witness)

1.

2.