**A G R E E M E N T/MOU**

An agreement made and entered into this \_\_\_\_\_\_\_day of \_\_\_\_\_\_2023 between the DVB ETBF-2002 (DVB Pension Trust) represented through its Authorized Signatory having its registered office at Pre-fabricated Building, Rajghat Power House Office Complex, New Delhi-110002, hereinafter called the First Party and M/s \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Name of Hospital/Diagnostic Centre) having its registered office at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ represented by its Managing Director / Director / Partner/ Proprietor/ Medical Superintendent, duly authorized to enter into this Agreement vide letter dated\_\_\_\_\_\_\_\_\_ hereinafter called the second party.

 Whereas Second party has agreed for being empanelled with the First party as a Designated Hospital/Diagnostic/Imaging Centre providing facilities to the beneficiaries of the First party as defined below on the stated terms and conditions, now, therefore the parties hereto agree as follows :-

1. “Beneficiaries” in the above context would mean all the beneficiaries of DVB ETBF-2002 (DVB Pension Trust) and their dependent family members as enumerated in Medical Prescription Card (MPC) issued by the First party. Recent photograph of all eligible beneficiaries, duly attested by MPC issuing Officer of the First party is pasted on the back of a valid MPC. It shall be the responsibility of the Hospital/Diagnostic/Imaging Centre to verify that the patient who is being provided treatment is a beneficiary of the First party as per the valid Medical Prescription Card. The treatment shall be allowed on cash basis.
2. The bills in respect of treatment availed in empanelled Hospital/Diagnostic/Imaging Centre shall be submitted to DVB ETBF-2002 (DVB Pension Trust) by the beneficiaries for reimbursement.
3. Subject to all other applicable conditions mentioned in this Memorandum, the Second party will charge for Treatment, Diagnostic/Imaging facilities of beneficiaries of First party strictly within the ceiling limits as described and contained in the notification circulated by CGHS, Ministry of Health & Family Welfare, and GoI on its website from time to time. Any amendment/revision in the rates from time to time shall be applicable. However decision of the First party in this regard shall be final and binding on the Second party.
4. If any beneficiary of First party attends Hospital of the Second party and if in the opinion of the attending Doctor of the Hospital the treatment is to be provided as outdoor/indoor patient, the hospital shall provide such treatment/Diagnostic Facility at the aforesaid CGHS prescribed rates and receive payment directly from the beneficiary. In no case the Second party is permitted to refer the beneficiary to a non-panel Hospital/Diagnostic Centre.
5. DVB beneficiaries are entitled to facilities of Private/Semi-Private/General Ward category strictly in accordance with their entitlement as per the stamp affixed on face of the Medical Prescription Card (MPC). The empanelled Hospital shall not charge more than approved/entitled room rent charges applicable from time to time.
6. In the case of any prolong stay in the Hospital for treatment; Second party must inform First party the required stay with justification by the treating specialist of the Hospital. In all extended stay prior consent of First party is required. First party shall take a decision based on the justification in such cases in consultation with the expert in the field, if necessary.
7. Second party shall in no event charge the beneficiary more than the CGHS rates until such time the rates are revised. However the Second party whose rates for Investigations are lower than the approved CGHS rates shall charge the beneficiary as per actual rates of Diagnostic/Imaging Centre of Second party.
8. The Second party shall provide only the listed investigations for which there are prescribed CGHS rates. For any unlisted investigation if provided, the charges shall be limited to the rate of nearest similar investigation under CGHS or the rates applicable to AIIMS. In such cases the Second party is supposed to mention the specific code number defined under CGHS considered to the unlisted investigation in their bills issued to the beneficiaries. However the Second party whose rates for Investigations are lower than the approved CGHS rates shall charge the beneficiary as per actual rates of Diagnostic/Imaging facility.
9. The Second party shall provide only listed implants/medical devices for treatment with a CGHS prescribed ceiling rate. Where any unlisted implants/device is installed, the beneficiary shall be charged to the CGHS rates of nearest similar implant/device. In those cases costly implant/device is implanted where no CGHS ceiling rates are prescribed then the beneficiary should be explained and consent from beneficiary be taken to bear the cost of over & above charges of implant utilized at his own and shall be indicated as “beneficiary optional” against the item in the bill issued to the beneficiary. The reimbursement to the beneficiary shall be strictly limited to the prescribed CGHS rates only.
10. Second party shall not discriminate the provision of facility & treatment in any manner whatsoever against the beneficiaries of First party receiving treatment/diagnostic facilities in the Hospital as compared to any other patient in the Hospital of similar status.
11. Second party shall follow all the guidelines laid down by CGHS/CS(MA) rules while treating beneficiary of the First party. In case of Non compliance of these guidelines, the First party shall be at liberty to initiate suitable action against the Second party i.e de-empanelment of Hospital/Diagnostic Centre etc. besides forfeiting the performance Bank Guarantee and encashment of the Bank Guarantee submit by the Second party towards performance guarantee.
12. Second party shall provide access to financial and medical records for assessment and review by the First party pertaining to the treatment provided to the beneficiaries as and when required.
13. Second party should not administer any items contained in the list of inadmissible items (foods, tonics, toilet preparation etc.) to the beneficiary of First party as mentioned in APPENDIX XVI of CS(MA) Rules.
14. Any liability arising due to any default or negligence in providing or performance of the medical/diagnostic services to the beneficiary of the First party shall be borne exclusively by the Second party who shall alone be responsible for the defect in rendering the services.
15. Should not Second party get wound up or partnership is dissolved, the First party shall have the power to terminate the Agreement but termination of the agreement shall not relieve Second party or their heirs and legal representatives from the legal liability in respect of the services provided by Second party during the period when the Agreement was in force.
16. The Hospital shall indemnify and hold harmless DVB ETBF-2002 (DVB Pension Trust) against any damages suffered by DVB ETBF-2002 (DVB Pension Trust) which directly result from the negligence or default on the part of the Hospital or its employees, contractors, agents, servants etc. This liability at the Hospital shall survive the termination or expiry of this agreement. Any liability arising due to any default or negligence in providing or performance of the medical services shall be borne exclusively by the hospital / diagnostic center who shall alone be responsible and liable for the defects in rendering such services. If the empanelled hospital fails to meet out the liability due to any default or negligence in providing medical facility to the beneficiary concerned within the stipulated time, DVB ETBF-2002 (DVB Pension Trust) shall recover the equal amount from any money due or accrue to the empanelled hospital under the agreement or from the Performance Security.
17. In case of any complaint of overcharging, the DVB ETBF-2002 (DVB Pension Trust) may, after enquiry, impose a fine amounting to Rs. 10000 / - (Rupees Ten Thousand) per case in addition to the recovery of the overcharged amount. Further on repeated default, DVB ETBF-2002 (DVB Pension Trust) may derecognize M/s \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and such decision shall be final, without any notice, and this shall be without any prejudice to any other action to be taken as per the terms herein contained overcharged amount. In case of any eventuality, if the including recovery empanelled hospital fails to deposit the penalty within the stipulated time, DVB ETBF-2002 (DVB Pension Trust) shall recover the equal amount from any money due or accrue to the empanelled Hospital/Diagnostic Centre under this agreement or from the Performance Security.
18. In case any malpractice by any empanelled Hospital/Diagnostic Centre is detected / proved, DVB ETBF-2002 (DVB Pension Trust) in the capacity of empanelling authority will consider the cancellation of the empanelment of the Hospital/Diagnostic/Imaging Centre coupled with criminal proceedings against it. In addition the Performance Security in full shall be forfeited.
19. The Hospital / Diagnostic Center shall deposit performance security in the form of Bank Guarantee from a commercial bank in an acceptable form , safeguarding the interest of the DVB ETBF-2002 (DVB Pension Trust) in all respects.
20. If any information furnished by the hospital is found to be incorrect or false at any time, the contract agreement shall be liable to be terminated without any notice and the performance security shall be forfeited. Similarly, if at any stage the hospital deviates from the terms and conditions of the contract agreement or its performance is found to be unsatisfactory, the contract agreement shall be liable to be terminated without any notice and the performance security shall be forfeited and the decision of the First party in this regard shall be final.
21. That in the event of any dispute or difference whatsoever at any time arising under the conditions of Agreement of in any other manner under this Agreement or in any way relating thereto or the true meaning or interpretation of any of the provisions thereof (except as to any matters for which the decision is specifically provided for in the conditions of the Agreement), the same shall be referred to for decision to a sole arbitrator who shall be nominee of the Secretary, DVB ETBF-2002 (Pension Trust) of First party and the decision of the Arbitrator shall be final and binding on both the parties. It will be no objection that the arbitrator(s) is a Govt. Servant and that he had to deal with the matter to which the contract relates or that in the course of his duties as a Govt Servant he has expressed views on all or any of the matters in question, dispute or difference.

In the event of the Arbitrator(s) appointed by the Secretary, DVB ETBF-2002 of the First party dying, neglecting or refusing to act or resigning or being incapable or unable to act for any reason, whatsoever, it shall be lawful for the Secretary, DVB ETBF-2002 of the First party to appoint another arbitrator in place of outgoing arbitrator in the manner aforesaid.

Subject as aforesaid, the Arbitrator and Conciliation Act, 1996 or any modification or replacement and the rule there under and any statutory modification thereof for the time being in force shall apply to the arbitrator proceeding under this clause.

1. Apart from above all other terms and conditions as specified under agreement made by Second party with DGEHS also stands applicable.
2. The administrative cost of the Hospital/Diagnostic Centre and all other expenses required by the Hospital for the purpose of this Agreement/MOU shall be borne by the Second party (Hospital/Diagnostic Centre).
3. That this agreement shall remain in force up to \_\_\_\_\_\_\_\_\_\_\_ with a provision for review/Extension regarding performance of the Hospital/Diagnostic Centre.

 IN WITNESS WHEREOF, THE \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_DVB ETBF-2002(PENSION TRUST)

 FOR AND ABOVE OF DVB ETBF-2002 AND \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ THE AUTHORIZED

 SIGNATORY OF ABOVE NAMED HOSPITAL/DIAGNOSTIC CENTRE HAS HEREINTO SAID

 THEIR RESPECTIVE HANDS THE DAY AND YEAR FIRST ABOVE WRITTEN.

 Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 For and on Behalf of DVB ETBF-2002 (First Party)

 Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 For and on Behalf of Hospital/Diagnostic Centre (Second Party)