

## AGREEMENT

### BETWEEN

Chief Medical Superintendent, East Central Railway, Pt. DDU Division

### AND

**(Name of Hospital with full address)**

This Agreement is made on the \_\_\_\_ day of \_\_\_\_ 2025 between the President of India acting through Chief Medical Superintendent, East Central Railway, Government of India having its office at Pt.DDU Nagar, Chandauli District of Uttar Pradesh, (Hereinafter called Railway, which expression shall, unless repugnant to the context of meaning thereof, be deemed to mean and include its successors and assigns) of the **First Party**

&

**(Name of Hospital with full address)**

Of the **Second Party**.

WHEREAS, the **Indian Railway Health Services (IRHS)** is providing comprehensive medical care facilities to the Employees/ Pensioners and such other categories of beneficiaries as are decided from time to time:

And WHEREAS, **Indian Railway Health Services (IRHS)** proposes to provide treatment facilities and diagnostic facilities to the Railway Beneficiaries in the private empanelled hospitals, in \_\_\_\_\_ (name of city).

AND WHEREAS, **(Name of Hospital with full address)**, has agreed to give the following treatment/ diagnostic facilities to the Railway Beneficiaries at the rates offered by CGHS

*Handwritten signature and date:*  
25/6/25

Prayagraj or hospital rate whichever is lower and for rates which is not covered under CGHS then hospital rates with agreed discount: -

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 purpose of the 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/RAILWAY 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/RAILWAY 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 IRMS and has been issued, or whose name is include 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 conditions or symptom resulting from any cause, arising suddenly and if not treated at the early convenience, be detrimental to the patient or will jeopardize the life of the patient.
- 1.1.8 **"Empanelment"** shall mean authorization of the hospitals, by the Railway for treatment/ investigation purpose for a particular period.

1.1.9 "Hospital" shall mean the Name of Hospital with full address while performing under this Agreement providing medical investigation, treatment and the healthcare 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 enquiry.

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/ diagnostics 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 charge, (iii) Accommodation charges including patients diet, (iv) Operation charges, (v) Injection charges, (vi) Dressing charges, (vii) Doctor/ consultant visit charges, (viii) ICU/ ICCU 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) Related routine and essential investigations (xviii) Physiotherapy charges etc. (xix) nursing care charges etc.

**Package rates also include two postoperative consultations.**

1.1.13 Cost of implants/ stents/ grafts are reimbursable in addition to package rate as per CGHS ceiling rates or as per actual, whichever is lower.

1.1.14 In case a beneficiary demands a specific Brand of Stent/ implant and give his 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 of 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 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 or as per AIIMS rate if there is no CGHS rate for a particular item.

1.1.17 Packages rates envisage up to a maximum duration of indoor treatment as follow:

- Up to 12days for specialized (super specialties) treatment
- Up to 7 days for other major Surgeries
- Up to 3 days for Laparoscopic surgeries and
- 1day 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, investigation 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 circumstance 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 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 the regard.

- 1.1.19 The empaneled hospital cannot charge more than CGHS approved rate or rates agreed upon with Railways, when a Railway Beneficiary is admitted under non- emergency situation from the RAILWAY beneficiary. 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 practices by the hospital and may lead to cancellation of contract.
- 1.1.20 IRHS has empanelled the **Name of Hospital with full address** of Hospital for Railway Beneficiary for all the specialties for which it has been granted recognition by CGHS, it may also refer any of its beneficiaries for a treatment/ procedure 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 of his authorized officers of this agreement. However, a superior officer 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 medicines for up to 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, injections 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 or till it is modified or revoked, whichever is earlier. The agreement may be extended annually subject to fulfilment of all terms and conditions of this agreement and with mutual consent of both parties. **Validity of this MOU is w.e.f. \_\_\_\_\_ to \_\_\_\_\_.**

**Note:** in case the hospital is derecognized by CGHS or the recognition is not extended for any reason then, unless and until and specifically allowed by 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 Hospital as approved by CGHS and shall not be empanelled for selected specialties/ 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 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 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 CGHS rate only for the treatment provided.

#### **D. CHARGES IN INFRASTRUCTURE/STAFF TO BE NOTIFIED TO RAILWAY**

The hospital shall immediately communicate to Railway about any changes 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, bill 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 as well as paper format.

#### **F. MEETINGS**

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



## G. INSPECTIONS

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

## H. NO COMMERCIAL PUBLICITY:

The hospital will not take 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 Railway too:

- Acute Coronary syndromes (Coronary Artery Bypass 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-Stroke, Sudden unconsciousness, head injury, Respiratory failure, decompensated lung disease, Cerebro-meningeal infections, Convulsions, Acute Paralysis, Acute Visual loss.
- Acute Abdominal pain
- Road Traffic Accidents / with injuries including fall.
- Severe Haemorrhage due to any cause.
- Acute poisoning.
- Acute Renal Failure
- Acute Abdomen pain in female including acute Obstetrical and Gynaecological 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 patient is not suffering from emergency, in such case the hospital bills up to 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.

#### 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: -

S. No.	Pre revised Basic Pay excluding Grade Pay	Entitlement
1.	Up to Rs.36,500/-	General ward
2.	Rs. 36,501/- to Rs 50,500/-	Semi-private
3.	Above Rs. 50,500/-	Private Ward

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

- 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



finishing like wardrobe, dressing table, bed-side table, sofa set, carpet, etc. as well as a bed for attended. The room has to be air-conditioned.

- b. Semi-private ward is defined as 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 attended 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 rate is not available for CGHS or in case of Government of India undertaking hospitals or mutually accepted rates where no CGHS hospital exists and attached as Annexure 'A' (CGHS Rate List & Annexure 'B' (Hospital 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://msotrasparent.nic.in./ &cghsnew/index.asp](http://msotrasparent.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 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/ appointed BCA. 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 four classes of patients:

- I. Railway Beneficiaries referred by Railway Hospitals to the empanelled hospital.
- II. Railway Beneficiaries reporting to Hospital directly in emergency.
- III. Railway beneficiary directly reporting to empanelled hospital without any emergency or referral letter and paying their own for OPD/IPD/Investigations for which empanelled hospital shall charge CGHS rate or hospital rate, whichever is less,
- IV. RELHS beneficiaries aged 75 years and above (having valid UMID cards and not getting FMA) seeking direct OPD consultation (not including issue of medicines) from specialists of Private Hospitals empanelled by Railway, without referral from Railway Hospital/ Health Unit under which beneficiary is registered.

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 up to 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.

For Railway patients coming under Serial No. 7(IV), this facility will be subject to the following: -

(a) This facility will be available for only those aged 75 years & above RELHS beneficiaries (having valid UMID card) who are eligible for OPD consultation at Railway Hospitals/ Health Units. This facility is not available to beneficiaries having UMID card with FMA.

(b) If any CGHS listed investigation/procedures is advised by the treating doctor at railway empanelled hospital and is required to be undertaken in emergency, no other authorization will be required, and the same may be undertaken from empanelled hospital at CGHS rates for that city/or as per MoU with Railways in cashless procedure.

(c) In non-emergency cases, approval of competent authority from Railways will be required for undertaking (a) CGHS non-listed investigations/ planned procedures; and (b) those CGHS listed investigations, which cost above Rs. 10000/, whenever advised by specialist of an empanelled hospital.



(d) Medicines prescribed by a specialist doctor of private railway empanelled hospital will NOT be issued by the private hospital. It will be issued by concerned Railway hospitals / Health Units on authorization of available railway doctor.

(e) Private Hospitals empanelled shall submit the bills to the railways for payment along with copy of UMID card, copy of prescription/ Reports and declaration form (draft copy to be enclosed while signing MoU) signed by the beneficiary and duly endorsed by the competent authority of the empanelled hospital.

(f) This is a Pilot Project only for one year i.e. 01.11.2023 to 31.10.2024.

(g) Railway will provide access of HMIS portal to Empanelled hospitals, so that data is captured efficiently and can be retrieved whenever required. Same will be started as soon as the portal for same is ready.

**Note-** for para IV - As per terms & conditions mentioned in Board's letter no. 2023/H/28/1/RELHS/Empanelled (CGHS) dated 19.09.2023 as a pilot project for one year from 01.11.2023 to 31.10.2024.

#### **8. NOTIFICATIONS 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 up to 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.

#### **10. SUBMISSION OF BILLS**

Empanelled hospitals shall submit the physical bill to the CMS/DDU/ECR 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 then it will do so within 02 days, otherwise it will be presumed that hospital agrees with the scrutinized statement.

After approval, CMS/DDU 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. EMPANELED 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)**

Health care organizations that are recommended for empanelment after the initial assessment shall also have to furnish a performance bank Guarantee (PBG) as per details given below:

**a) For CGHS covered cities/areas, the amount of PBG will be: -**

- (i) Hospitals/Cancer Units: Rupees 10 Lakhs**
- (ii) Eye Centres/single Specialty Hospitals/Dental Clinic/Diagnostic Centres: Rupees 02 Lakh; &**

**b) For Non-CGHS covered cities/areas, the amount of PBG will be: -**

- (i) Hospitals/Cancer Units: Rupees 02 Lakhs**
- (ii) Eye Centres/single Speciality Hospitals/Dental Clinic/Diagnostic Centres: Rupees 0.5 Lakhs**

**Note: (i) PBG for Charitable Hospitals/Organizations would be 50% (fifty percent) of above amount.**

PBG will be valid for a period of 30 months i.e. six months beyond empanelment period to ensure efficient service and to safeguard against any default. The same will be released only after satisfactorily completion of contract period. If they have given the same to one Railway, then they need not give to East Central Railway/DDU division since if one hospital is empanelled with a particular Railway, then it is deemed empanelled by other Railway too and other Railways can simply sign the MoU with them on the same terms and conditions for beneficiaries from their Railways.

**Details of Bank Guarantee are as under: -**

- Name of Issuing Bank
- Value of TDR/FDR/Demand Draft
- Address of Issuing Bank



- Issued with request of :
- Issued in favour of :
- Issued Dated on :
- Validity of Guarantee :

#### **17. FORFEITURE OF PERFORMANCE BANK GUARANTEE AND REMOVAL FROM LIST OF EMPANELED 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 beneficiary's 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 s as the case may be. Such action could be initiated on the basis of a complaint, medical audit or inspections carried out by Railway teams 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 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 service 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 Hospital 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 Hospital in execution of or in connection with the services under this Agreement and against any loss and damage to Railway / the Government , 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 job safety measures and other



statutory requirements prevalent in India and will keep free and indemnify the Railway from demands or 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 Hospital defend such suit, either jointly with the Hospital 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 the Agreement, shall be referred to for arbitration by the CMD of the zone (In case of PU, neighbouring Zone) who will give written award of his Decision to the Parties. The decision of the CMD 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 proceedings shall be at the city of CMD office.

## **22. MISCELLANEOUS**

- 22.1 Nothing under this Agreement shall be construed as establishing or creating between the Parties any relationship of Master and Servant or principals and Agent between Railway and the Hospital. The Hospital 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 IRMS 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 the both the parties.
- 22.6 Hospital gets 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 private Hospital will, on the request of RAILWAY agree to provide training to RAILWAY medical, Para-medical and nursing staff.

### **24. EXIT FROM THE PANEL**

The rates fixed by the CGHS for the city of (Name of applicable CGHS City) shall continue to hold good unless revised by CGHS. In case the notified rates are not acceptable to the empanelled Hospitals, or for any other reason, the hospital 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. Others Conditions:**

Discount on MRP of Medicines will be \_\_\_\_ and free ambulance services shall be provided by second party if or whenever necessary and \_\_\_\_ discount shall be provided to those treatment/procedures/package which are not listed in CGHS Rate list.



## 26. 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:** Chief Medical Supdt, E.C. Rly, Pt. DDU Division, Pt.DDU Nagar, 232101

**Hospital name 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.

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

Chief Medical Superintendent  
East Central Railway Hospital  
Pt. DDU Division  
for and on behalf of  
The President of India

**In the presence of (Witnesses)**

1)

2)

Signed by

Corporate Manager/Director/Authorized Signatory  
For and on behalf of Name of Hospital with full address

**In presence of (Witnesses)**

1)

2)

one  
25/10/25

**DECLARATION IN RAILWAY BENEFICIARY AGED 75 YEARS AND ABOVE REGARDING  
FACILITIES AVAILED AT RAILWAY EMPANELLED HOSPITAL**

I, \_\_\_\_\_ (name), the undersigned, possessing the UMID  
Card No. \_\_\_\_\_ has availed \_\_\_\_\_ (OPD/ Investigation/Procedure)  
on \_\_\_\_\_ (date) at \_\_\_\_\_ (name of the hospital)

**Signature of Competent  
Authority of Empaneled Hospital**

**Signature of Rly Beneficiary**

Name of the Authority

Name of the patient

Designation

UMID Card No.

Name of the Hospital

Mobile No.

Mobile No.

Email id

Email ID

*25/6/25*