



# INDIA NON JUDICIAL

## Government of National Capital Territory of Delhi

### e-Stamp

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Account Reference	: IMPACC (IV)/ dl721603/ DELHI/ DL-DLH
Unique Doc. Reference	: SUBIN-DL72160341391528105336S
Purchased by	: KOTAK MAHINDRA BANK LTD
Description of Document	: Article Bank Guarantee
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: KOTAK MAHINDRA BANK LTD
Second Party	: ADDITIONAL DIRECTOR CGHS HQ
Stamp Duty Paid By	: KOTAK MAHINDRA BANK LTD
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*Anand*  
**ANIL KUMAR ANAND**  
 Senior Manager  
 Emp. Code : 57646  
 Kotak Mahindra Bank Ltd.  
 C-2/11, Ashok Vihar,  
 New Delhi-110052 - (0215)



*Deepak*  
 146246  
 Dy. Manager

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AGREEMENT

BETWEEN

ADDITIONAL DIRECTOR, (CGHS (HQ))  
R.K. PURAM Sector-13, NEW DELHI

AND SANDHYASHI NEURO PANCHAKARMA  
A unit of SANDHYA PHARMA and Research Unit  
B.F 45, Shalimar Bagh 110088, NEW DELHI

This Agreement is made on the 17 Dec day of 2020, 2020 between the President of India acting through ADDITIONAL DIRECTOR, CGHS (HQ), R.K.Puram, Sector-13, New Delhi, Ministry of Health & F.W., Government of India having its Directorate General at Nirman Bhawan, New Delhi city (hereinafter called CGHS, which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the **First Part**

AND SANDHYASHI NEURO PANCHAKARMA (A UNIT OF SANDHYA PHARMA and Research Unit) B.F 45, ~~Sector-13~~ Shalimar Bagh DELHI 110088  
..... (Name of the Hospital with Address) of the **Second Part**.

WHEREAS, the Central Government Health Scheme is providing comprehensive medical care facilities to the Central Government Employees / Pensioners and such other categories of beneficiaries as are decided from time to time.

AND WHEREAS, CGHS proposes to provide treatment facilities and diagnostic facilities to the Beneficiaries in the Recognized Hospitals / Diagnostic Centers in Delhi /NCR.

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

COPI ATTACHED

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.

Sandhyashi Neuro Panchakarma  
A unit of Sandhya Pharma & Research Unit  
B.F-45 Shalimar Bagh  
Delhi-110088



- (d) The prescribed rates at Annexure A2, Y2 & N2 shall be applicable for the notified private HCOs empanelled for Day Care and shall be valid for 12 months or till further extension.

### 3. DURATION

The agreement shall remain in force a period 1 year or till it is modified or revoked, whichever is earlier.

### 4. SUBMISSION OF BILLS TO BILL CLEARING AGENCY

In case of Pensioners, etc., where credit bills are sent to CGHS, the Hospital shall submit the physical bill as well as electronic bill to the Bill Clearing Agency for processing of bills.

In case of serving employees the electronic bill and details shall be submitted to Bill Clearing Agency where as physical Bill shall be submitted to concerned department/ serving employee for payment.

On completion of the treatment / procedure (s) of the CGHS beneficiary, the Hospital shall submit credit bill (in those cases where credit facility extended) along with other documents electronically (a scan copy) for pre-auditing by the BCA team through web access (Internet) and sharing of data will be electronic media.

### 5. PAYMENT

CGHS shall be appointing a Bill Clearing Agency (BCA), for processing of Data / Bills of CGHS pensioner beneficiaries attending these Hospitals / Day Care Centers. CGHS would ensure that payment of hospital claims would be done in a time bound manner-at the earliest possible from the date of submission of bills in physical format to the designated bill clearing agency.

### 6. INFORMATION TO BE PROVIDED TO THE BCA BY HOSPITALS

CGHS beneficiary attending Hospital / Day Care Center with permission letter.

### 7. INFRASTRUCTURE FOR INTERACTION WITH BCA

The Hospital / Day Care Center should have:

- Dedicated Personal Computer with at least Dual Core / Core 2 DUO processor and minimum 2 GB RAM supported by UPS. OS should be Windows. Dedicated Colour scanner with a minimum resolution 200 dpi.

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a unit of Sandhya Pharma & Research  
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Delhi-110088



- High Speed internet connectivity
- Necessary security system should be taken care of.
- A designated Nodal Person to interact with BCA.

The Hospital / Day Care Center would be legally responsible for user authentication.

## 8. CREDIT

On production of a valid permission / referral by the CGHS beneficiary- the Hospital / Day Care Center shall provide credit facilities to the Members of Parliament, Pensioners, Ex-Members of Parliament, Freedom Fighters, Serving CGHS employee of Ministry of Health & Family Welfare, Serving employees of Ministry of AYUSH, serving employee of Directorate General of Health Services etc. and such other categories of CGHS card holders as notified by the Government.

## 9. MEDICAL AUDIT OF BILLS

There shall be a continuous Medical Audit of the services provided by the empanelled Hospital / Day Care Center.

### • REQUIREMENTS FOR OBTAINING TREATMENT / PROCEDURE:

Every patient is required to produce a valid CGHS card.

Treatment / Procedures on credit with refrel / emergency should be performed for following categories:

- Pensioners of Central Govt.
  - Ex-Members of Parliament.
  - Ex-judges of High Court / Supreme Court.
  - Sitting Judges of Supreme Court.
  - Sitting members of Parliament.
  - Freedom Fighters.
  - Serving CGHS/DGHS / Ministry of H&FW employees / Ministry of AYUSH employees.
  - Such other categories of CGHS cardholders as notified by the Government.
- For serving employees (other than as mentioned above) the payment will be made by the beneficiary as per CGHS rates / entitlement and he will claim reimbursement from his office subject to the approved ceiling rates.
  - Ayurveda, Yoga & Naturopathy Hospital / Day Care Center shall provide treatment on the basis of the authorization / referral letter issued by competent authority as per procedures given in the Office Memorandum.
  - CGHS beneficiaries shall be attended to on priority.
  - Treatment procedures shall be carried out on the production of valid CGHS card and valid permission from the competent authority.

Central Neuro-Pain  
 BF-45 Shalimar Enclave  
 Delhi-110003



During the visit by Additional Director / Joint Director / CMO In-charge of the dispensary or any other authorized representative of the Ministry of Health / Directorate General of Health Services / concerned Department, including TPA, the Hospital authorities will cooperate in carrying out the inspection.

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

The Hospital / Day Care Center will not make any commercial publicity projecting the name of CGHS / Ministry of Health & F.W. or Government of India. However, the fact of empanelment under CGHS shall be displayed at the premises of the empanelled centre, indicating that the charges will be as per CGHS approved rates.

#### **12. Duties And RESPONSIBILITIES OF HOSPITAL / DAY CARE THERAPY CENTRES**

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

#### **13. NON ASSIGNMENT**

The Hospital / Day Care Center shall not assign, in whole or in part, its obligations to perform under the agreement, except with the CGHS's prior written consent at its sole discretions and on such terms and conditions as deemed fit by the CGHS. Any such assignment shall not relieve the Hospital / Day Care Centre from any liability or obligation under this agreement

#### **14. HOSPITAL'S / DAY CARE CENTR'S INTEGRITY AND OBLIGAITONS DURING AGREEMENT PERIOD**

The Hospital/ Day Care Centre 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 able by the directives issued by the CGHS. The Hospital for managing the activities of its personnel and will hold itself responsible for their misdemeanors, negligence, misconduct or deficiency in services, if any.

#### **15. PERFORMANCE BANK GUARANTEE**

Hospitals / Day Care Centre that are recommended for empanelment after the assessment shall also have to furnish a performance Bank Guarantee for Rs. 1 (One) Lakhs valid for a period of eighteen months to ensure efficient service and to safeguard against and default.

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A unit of Sandhya Pharma & Research Unit  
BF-45 Shalimar Bagh  
Delhi-110088



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In case of hospital already empanelled under CGHS need not to submit the Performance Bank Guarantee however, a fresh application for empanelment of Day Care Therapy Centre shall be submitted.

#### 16. FORFEITURE OF PERFORMANCE BANK GUARANTEE AND REMOVAL FORM OF EMPANELLED INSTITUTIONS

In case of any violation of the provisions of the MOA by the Hospital / Day Care Centers such as:

- (a) refusal of service,
- (b) undertaking unnecessary procedures,
- (c) prescribing unnecessary drugs/tests
- (d) over billing,
- (e) Reduction in staff/infrastructure/ equipment etc. after the hospital / has been empanelled.
- (f) Non submission of the report, habitual late submission or submission incorrect data in the report.
- (g) Refusal of credit to eligible beneficiaries and direct charging from them.
- (h) Discrimination against CGHS beneficiaries vis-à-vis general patients
- i) The amount of security money (15 % at a time) will be forfeited and the CGHS shall have the right to de-recognize the Hospital / Day Care Center as the case may be. Such action could be initiated on the basis of a complaint, medical audit or inspections carried out by CGHS teams at random.
- ii) The decision of the CGHS will be final.

#### 17. LIQUIDATED DAMAGES

- a. The Hospital / Day Care Center shall provide the services as per the requirements specified by the CGHS in terms of the provisions of this Agreement. In case of initial violation of the provisions of the Agreement by the Hospital / Day Care Centre such as refusal of service or direct charging form the CGHS Beneficiaries 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 CGHS, However, the total amount of the performance Bank Guarantee will be maintained intact being a revolving Guarantee.
- b. In case of repeated defaults by the Hospital / Day Care Centre, the total amount of performance Bank Guarantee will be forfeited and action will be taken for removing the Hospital from the empanelment of CGHS as well as termination of this agreement.
- c. For over-billing and unnecessary procedures, the extra amount so charged will be deducted from the pending / future bills of the Hospital / Day Care Centre and the CGHS shall have the right to issue a written warning to the Hospital / Diagnostics Center not to do so in future. The recurrence, if any, will lead to the stoppage of referral to that Hospital / Day Care Centre.

Sandhyashi Neuro Panchakarma  
A unit of Sandhyashi Pharma & Research Unit  
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## 18. TERMINATION FOR DEFAULT

The department may without prejudice to any other remedy for breach of agreement, by written notice of default sent to the Hospital / Day Care center terminate the Agreement in whole or part.

If the Hospital / Day Care Centre fails to provide any or all the services for which has been recognized within the period(s) specified in the Agreement or within any extension thereof if granted by the CGHS pursuant to Condition of Agreement or If the Hospital fails to perform any other obligation(s) under the Agreement.

If the Hospital / Day Care Centre in the judgment of the department has engaged in corrupt or fraudulent practices in competing for or in executing the Agreement.

## 19. INDEMNITY

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

The Hospital / Day Care Centre will pay all indemnities arising from such incidents without any extra cost to CGHS and will not hold the CGHS responsible or obligated. CGHS / the Government may at its discretion and shall always be entirely at the cost of the Hospital / Day Care Centre defend such suit, either jointly with the Hospital or singly in case the latter chooses not to defend the case.

## 20. ARBITRATION

If any dispute or difference of any kind whatsoever (the decision whereof is not herein otherwise provided for) shall arise between the CGHS and the Hospital / Day Care Centre upon or in relation to or in connection with or arising out of the agreement, shall be referred to for arbitration by the Director, General Health Services, Ministry of health & FW, Government of India, who will give written award of his decision to the parties. The decision of the Director General of Health Services 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 Delhi / New Delhi.

## 21. MISCELLANEOUS

Sandhyashi Ne  
A unit of Sandhya  
D-45 Shalimar Bagh  
Delhi-110088



- Nothing under this agreement shall be construed as establishing or creating between the parties any relationship of Master and Servant or principal and Agent between the CGHS and the Hospital / Day Care Centre.
- The Hospital / Day Care Centre shall not represent or hold itself out as a agent of the CGHS.
- The CGHS 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 CGHS beneficiary or any third party resulting from or by any operation conducted by and on behalf of the Hospital / Day Care Centre or in the course of doing its work or perform their duties under this Agreement or otherwise.
- The Hospital / Day Care Centre shall notify the government of any material change in their status and their shareholding or that of any Guarantor of the Hospital / Day Care Centre in particular where such change would have an impact on the performance of obligation under this agreement.
- This Agreement can be modified or altered only on written agreement signed by both the parties.
- Should the Hospital / Day Care Centre get wound up or partnership is dissolved, the CGHS shall have the right to terminate the Agreement. The Termination of Agreement shall not relieve the hospital or their heirs and legal representatives form the liability in respect of the services provided by the Hospital / Day Care Centre during the period when the Agreement was in force.
- The Hospital / Day Care Centre shall bear all expenses incidental to the preparation and stamping of this agreement.

## 22. OTHER SERVICES TO BE PROVIDED

The empanelled Hospital / Day Care Centre will, on the request CGHS, agree to provide training to CGHS medical, para- medical and nursing staff.

## 23. NOTICES

- Any notice give 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.

CGHS: - Addl. Directors, CGHS (HQ) Delhi Ministry of Health & FW, Government of India.

Hospital / Day Care Centre with Address:

Sandhyashi Neuro Panchakarma  
 A unit of Sandhyashi Panchakarma & Research Unit  
 BF-45 Shalimar Bagh  
 Delhi-110089



(-----)

- b. A notice shall be effective when served or no 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, Like refused, left, premises locked etc.

In Witnesses whereof, the parties have caused this Agreement to be signed and executed on the day , month and the year first above mentioned.

Signed by


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Ministry of Health & Family welfare, Government of India  
For and on behalf of  
The President of India

In the presence of  
(Witnesses)

1.

2.

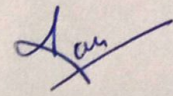
Signed by   
Sanchayashi Neuro Panchakarma  
A unit of S. P. Pharma & Research Unit  
BF-13 Shahar Bagh  
Delhi-110088

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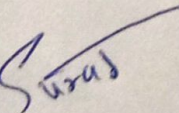
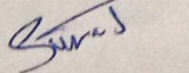
For and on behalf of (Hospital of / Day Care Centre)  
Duly authorized Vide Resolution No. 10.D.C. dated 2020.....  
Of (name of Hospital / Day Care Centre)

In the presence of  
(Witness)

1.

 Ravinder

2.

 Surab  Surab