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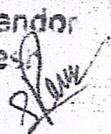
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SURESH PANWAR
Stamp Vendor
Rishikesh


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Memorandum of Understanding

between

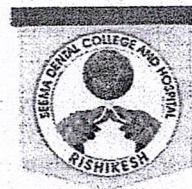
Institute of Dental Sciences, Constituent College of Bareilly International University, Bareilly

And

Seema Dental College and Hospital, Rishikesh

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at www.shoestamp.com or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.



Memorandum of Understanding

between

Institute of Dental Sciences, Constituent College of Bareilly International University, Bareilly

And

Seema Dental College and Hospital, Rishikesh

This Memorandum of Understanding (MOU) is entered into on this 29th March 2022, between Seema Dental College and Hospital, Rishikesh and Institute of Dental Sciences, Bareilly and we agree that cooperation in research collaborations and student and faculty exchanges would be mutually beneficial. The areas of cooperation may include, subject to mutual consent, any desirable and feasible activity that would further the goals of each institution. Such interaction may include cooperation in a variety of joint academic and educational activities such as:

- Joint research projects and publications, including work by undergraduate at the partner institutions;
- Faculty and student exchanges based on reciprocity;
- Reciprocal training of students when possible;
- Joint conferences and workshops;
- Team taught courses, including online courses; and
- Visits by faculty, professional staff, and students.

The parties anticipate that a number of these initiatives will occur during the period of this MOU. However, neither party is obligated to agree to any minimum number of activities, nor is this MOU intended to preclude either party from entering into similar agreements with other institutions.

The following initiatives provide good starting places and can be implemented as soon as administrative details are agreed upon between the two institutions:

- Summer undergraduate experiences;
- Faculty and student exchanges and opportunities for paid internships;
- Cooperation in academic and research programs.

This MOU shall be identified as the parent document of any program agreement executed between the parties. Further agreements concerning any program shall provide details concerning the specific commitments made by each party and shall not become effective until they have been reduced to writing, executed by the duly authorized representatives of the parties.

Cooperation in Education and Research

In order to facilitate student exchanges between Institute of Dental Sciences, Bareilly and Seema Dental College and Hospital, Rishikesh the following section provides general procedural information under which the exchange of students between the two institutions will take place. Specific procedures, requirements and duties of the parties in connection with student exchanges shall be set forth in a separate written program agreement to be executed by the parties.

Cooperation and exchanges may take place with undergraduate students. Each exchange may be for the duration of one academic year, one academic semester, or one intensive course, normally three or four weeks in length, scheduled either between academic terms or during the summer.

Whenever possible, courses will be taught by one faculty member from Institute of Dental Sciences, Bareilly and one faculty member from Seema Dental College and Hospital, Rishikesh. Courses may be taught at both campuses through online / offline capabilities.

If two faculty members from each institution are engaged in collaborative research projects, students at one institution may visit and work in the lab of the faculty member at the other institution and incorporate the work done as part of their dissertation research. When connected to funded research projects, the host institution will endeavor to provide a stipend for the visiting PG student.

Responsibilities of home institution for academic semester or academic year exchanges:

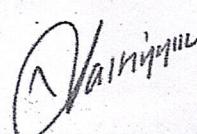
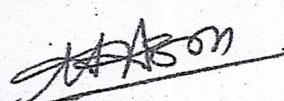
The home institution will:

- Register its own students for the duration of the exchange.
- Submit to the host institution the names and academic credentials of students who would like to participate in an exchange.
- Provide the host institution with names of courses that are essential to their own students' curricular plan.
- Ask the student to advise the host institution of any circumstances that may affect his or her year (e.g. medical condition, disability status).
- Advise its students about academic and cultural expectations at the host institution.

Responsibilities of the host institution for academic semester or academic year exchanges:

The host institution will:

- Be responsible for admission decisions of students recommended by the home institution.
- Provide an orientation program for incoming students.
- Endeavor to ensure that students are admitted to courses regarded as essential to their academic programs at their home institutions.
- Assign an academic advisor to all incoming students.
- Assist the incoming student in securing hostel.
- Inform the incoming student of medical facility at their campus.
- Provide the home institution with a final transcript of the student's academic performance.



Short intensive courses:

Short intensive courses, offered during the summer or between semesters, will be taught by a faculty member from either Institute of Dental Sciences, Bareilly or Seema Dental College and Hospital, Rishikesh. Students will pay a flat fee to their home institutions for the course and that fee will include:

- Accommodation in the host institution;
- Any additional fees charged by the host institution.

The total cost of each course will differ according to the location of the host institution and the nature of the course being taught.

Students will bear the cost of:

- Their own health insurance and any medical bills or non-mandatory fees;
- Food, living expenses, and any other costs relating to the exchange;
- Books and necessary academic supplies necessary for the course.

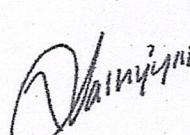
The number of credit hours each student will earn will depend on the nature and length of the course and by the department/faculty offering the course.

The primary contacts for this MOU are Institute of Dental Sciences, Bareilly and Seema Dental College and Hospital, Rishikesh. As previously noted, the parties shall enter into specific written agreements whenever appropriate to clarify and define the nature, extent, and terms of operation for the proposed collaborations, including intellectual property ownership and funding issues. Any agreement entered into by these two institutions will require the approval of appropriate officers from each institution. All agreements and activities covered under this MOU or entered into by the parties must comply with all applicable laws and regulations.

For agreed upon activities, both institutions will make available their facilities and staffs. This MOU will take effect on and will be valid for Three (3) years from the date noted in the first line of this document unless terminated by one of the parties. Either party may withdraw from this MOU provided written notification of the withdrawal is given to the other party at least three (3) months prior to the desired withdrawal date. This MOU may be renewed for another period of five (5) years upon mutual written consent of the parties before the expiration date. Each institution will have copies of this agreement.

The following authorized individuals have signed the present MOU on behalf of their respective institutions:


Dr. Himanshu Aeran
Director Principal,
Seema Dental College and Hospital, Rishikesh
Hemwati Nandan Bahuguna Uttarakhand Medical
Education University, Dehradun


Dr. Sathyajith Naik N.,
Principal,
Institute of Dental Sciences,
Bareilly International University, Bareilly



Certificate of Attendance

Presented to

Dr. Swatika Sankrit

For executing a collaborative research project on

"Reliability of Computer Aided Prediction of Post Orthodontic Treatment Changes: A Retrospective Study"

In collaboration with

Seema Dental College and Hospital, Rishikesh &
Bareilly International University.

At

Seema Dental College and Hospital, Rishikesh

From, 28th to 04th October, 2022

A handwritten signature in black ink, appearing to read "Himanshu Aeran".

Prof. Dr. Himanshu Aeran
Director Principal,
Seema Dental College and Hospital, Rishikesh

DEPARTMENT OF ORTHODONTICS

INSTITUTE OF DENTAL SCIENCES

BAREILLY

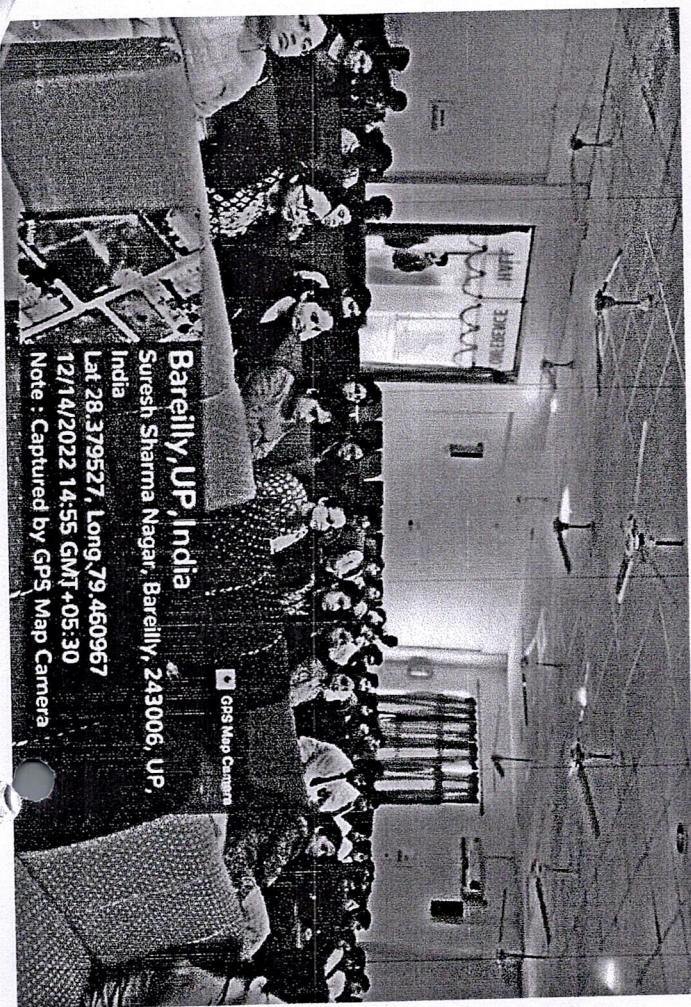
PHOTOMATRIX

A one day CDE and hands-on program on "Clinical Photography" was conducted on 14/12/22 at Institute of dental science, Bareilly by the Department of Orthodontics and Dentofacial Orthopedics in collaboration with Seema Dental College and Hospital, Rishikesh and in association with canon India.

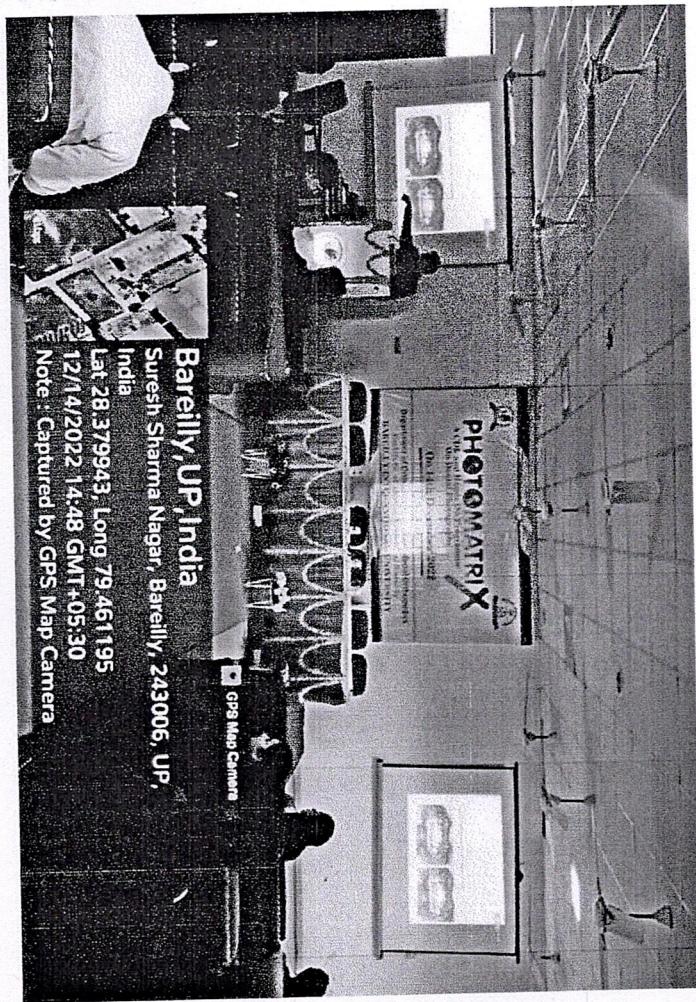
Guest speaker Dr. Tarun Sharma, BDS, MDS who is Professor at Seema Dental college shared his wide knowledge and experiences of photography in this workshop with all the faculty and post graduates. In the field of dentistry photography plays an important role and his lecture on clinical photography was very informative where he explained the principles of photography and its use in various field of dentistry which benefitted all the attendees. His lecture was followed by an interactive Hands on workshop where all the delegates got an opportunity to try on various D-SLR cameras and its settings.

The event was graced by the Chancellor Dr Keshav Agarwal, Vice Chancellor Dr Lata Agarwal, Pro Chancellor D Ashok Agarwal and Pro Vice Chancellor Dr Kiran Agarwal.

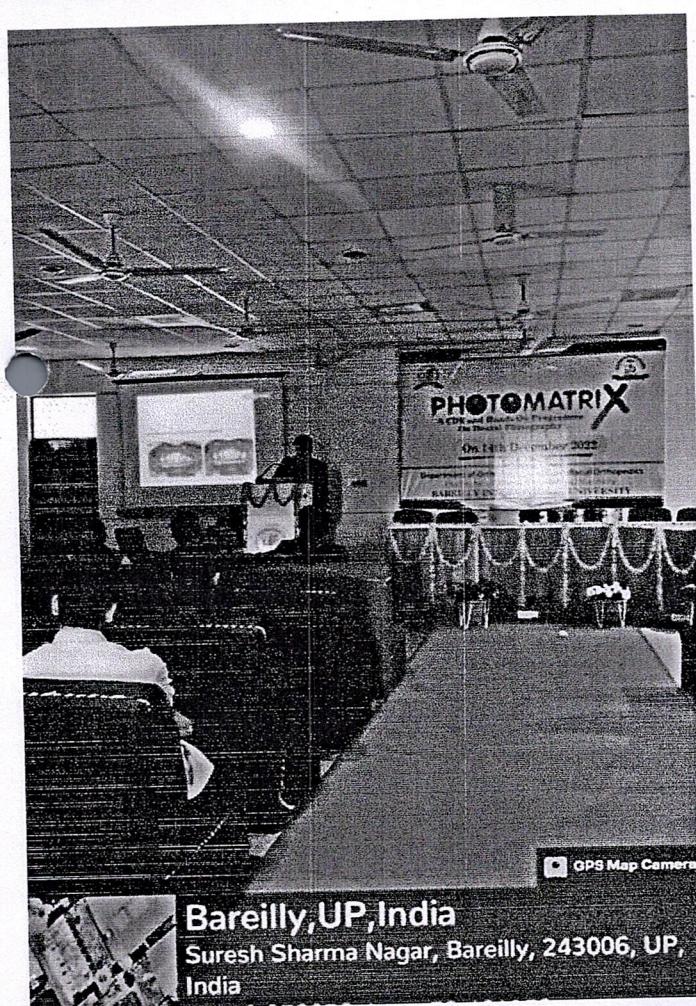
A total of 86 delegates participated in the event.



Bareilly, UP, India
Suresh Sharma Nagar, Bareilly, 243006, UP,
India
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12/14/2022 14:55 GMT+05:30
Note : Captured by GPS Map Camera



Bareilly, UP, India
Suresh Sharma Nagar, Bareilly, 243006, UP,
India
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12/14/2022 14:48 GMT+05:30
Note : Captured by GPS Map Camera



Bareilly, UP, India
Suresh Sharma Nagar, Bareilly, 243006, UP,
India
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12/14/2022 14:55 GMT+05:30
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Bareilly, UP, India
Suresh Sharma Nagar, Bareilly, 243006, UP,
India
Lat 28.379943, Long 79.461195
12/14/2022 14:48 GMT+05:30
Note : Captured by GPS Map Camera

Memorandum of Understanding (MOU)

Between Bareilly International University, Bareilly, INDIA And University of Debrecen, Hungary

The memorandum of understanding is being signed for and on behalf of Bareilly International University, Bareilly by Prof. (Dr) Lata Agrawal, Vice Chancellor, Bareilly International University, Bareilly and University of Debrecen, Hungary by Prof. (Dr) Peter Borbely of University of Debrecen Hungary.

This MOU aims to enhance relations between the two universities by developing possibilities for academic and cultural interchanges in teaching, research and other activities. Within the framework of the regulations applying in each university, and subject to the availability of resources, the following programs and activities will be encouraged:

- ❖ Exchange of students
- ❖ Joint research activities
- ❖ Exchange of academic materials and information
- ❖ Exchange of faculty

Under exchange program, the host university shall organize and bear the cost of accommodation on campus, hospitality and local transport. The air travel and medical insurance will be borne by the student. In case of faculty it will be borne by sending University.

The host university will endeavor to facilitate for exposure and training in its departments and institutes including the use of its laboratories and libraries. Information will be actively exchanged- on research and study provided at the university as well as information about faculty members and their fields of research and university publications.

This MOU is a statement of intention between the universities in relation to the areas of cooperation set out above. With the exception of the confidentiality obligations, the universities do not intend for this to be legally binding.

Whilst this MOU creates no binding obligations on the universities, the MOU shall become effective from the date of signature and remain in force for a period of One year and may be renewed yearly with mutual agreement.

Lata Agrawal
Dr. Lata Agrawal

Vice Chancellor
Bareilly International University, Bareilly
www.biu.edu.in, info@biu.edu.in

Peter Borbely
Dr. Peter Borbely

Professor
University of Debrecen Hungary
www.edu.unideb.hu



Memorandum of Understanding

between

**Department of Chemical Engineering, MJP Rohilkhand University, Bareilly
and
Institute of Dental Sciences, Constituent College of Bareilly International
University, Bareilly**

This Memorandum of Understanding (MOU) is entered into on this 19th March 2021, between Department of Chemical Engineering, MJP Rohilkhand University, Bareilly and Institute of Dental Sciences, Bareilly and we agree that cooperation in research collaborations and student and faculty exchanges would be mutually beneficial. The areas of cooperation may include, subject to mutual consent, any desirable and feasible activity that would further the goals of each institution. Such interaction may include cooperation in a variety of joint academic and educational activities such as:

- Joint research projects and publications, including work by undergraduate at the partner institutions;
- Faculty and student exchanges based on reciprocity;
- Reciprocal training of students when possible;
- Joint conferences and workshops;
- Team taught courses, including online courses; and
- Visits by faculty, professional staff, and students.

The parties anticipate that a number of these initiatives will occur during the period of this MOU. However, neither party is obligated to agree to any minimum number of activities, nor is this MOU intended to preclude either party from entering into similar agreements with other institutions.

The following initiatives provide good starting places and can be implemented as soon as administrative details are agreed upon between the two institutions:

- Summer undergraduate experiences;
- Faculty and student exchanges and opportunities for paid internships;
- Cooperation in academic and research programs.

This MOU shall be identified as the parent document of any program agreement executed between the parties. Further agreements concerning any program shall provide details concerning the specific commitments made by each party and shall not become effective until they have been reduced to writing, executed by the duly authorized representatives of the parties.

Omniyog *OB*

Cooperation in Education and Research

In order to facilitate student exchanges between Department of Chemical Engineering, MJP Rohilkhand University and Institute of Dental Sciences, Bareilly the following section provides general procedural information under which the exchange of students between the two institutions will take place. Specific procedures, requirements and duties of the parties in connection with student exchanges shall be set forth in a separate written program agreement to be executed by the parties.

Cooperation and exchanges may take place with undergraduate students. Each exchange may be for the duration of one academic year, one academic semester, or one intensive course, normally three or four weeks in length, scheduled either between academic terms or during the summer.

Whenever possible, courses will be taught by one faculty member from Department of Chemical Engineering, MJPRU and one faculty member from Institute of Dental Sciences. Courses may be taught at MJPRU, at, or concurrently at both campuses through online / offline capabilities.

If two faculty members from each institution are engaged in collaborative research projects, students at one institution may visit and work in the lab of the faculty member at the other institution and incorporate the work done as part of their dissertation research. When connected to funded research projects, the host institution will endeavor to provide a stipend for the visiting PG student.

Responsibilities of home institution for academic semester or academic year exchanges:

The home institution will:

- Register its own students for the duration of the exchange.
- Submit to the host institution the names and academic credentials of students who would like to participate in an exchange.
- Provide the host institution with names of courses that are essential to their own students' curricular plan.
- Ask the student to advise the host institution of any circumstances that may affect his or her year (e.g. medical condition, disability status).
- Advise its students about academic and cultural expectations at the host institution.

Responsibilities of the host institution for academic semester or academic year exchanges:

The host institution will:

- Be responsible for admission decisions of students recommended by the home institution.
- Provide an orientation program for incoming students.
- Endeavor to ensure that students are admitted to courses regarded as essential to their academic programs at their home institutions.
- Assign an academic advisor to all incoming students.
- Assist the incoming student in securing hostel.
- Inform the incoming student of medical facility at their campus.
- Provide the home institution with a final transcript of the student's academic performance.

Short intensive courses:

Short intensive courses, offered during the summer or between semesters, will be taught by a faculty member from either Department of Chemical Engineering, MJPRU or Institute of Dental Sciences, Bareilly. Students will pay a flat fee to their home institutions for the course and that fee will include:

- Accommodation in the host institution;
- Any additional fees charged by the host institution.

The total cost of each course will differ according to the location of the host institution and the nature of the course being taught.

Students will bear the cost of:

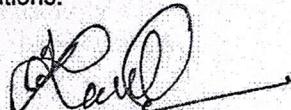
- Their own health insurance and any medical bills or non-mandatory fees;
- Food, living expenses, and any other costs relating to the exchange;
- Books and necessary academic supplies necessary for the course.

The number of credit hours each student will earn will depend on the nature and length of the course and by the department/faculty offering the course.

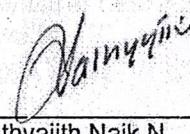
The primary contacts for this MOU are Department of Chemical Engineering, MJPRU and Institute of Dental Sciences, Bareilly. As previously noted, the parties shall enter into specific written agreements whenever appropriate to clarify and define the nature, extent, and terms of operation for the proposed collaborations, including intellectual property ownership and funding issues. Any agreement entered into by these two institutions will require the approval of appropriate officers from each institution. All agreements and activities covered under this MOU or entered into by the parties must comply with all applicable laws and regulations.

For agreed upon activities, both institutions will make available their facilities and staffs. This MOU will take effect on and will be valid for Three (3) years from the date noted in the first line of this document unless terminated by one of the parties. Either party may withdraw from this MOU provided written notification of the withdrawal is given to the other party at least three (3) months prior to the desired withdrawal date. This MOU may be renewed for another period of five (5) years upon mutual written consent of the parties before the expiration date. Each institution will have copies of this agreement.

The following authorized individuals have signed the present MoU on behalf of their respective institutions:



Name Dr. M.S.Karuna
Head
Department of Chemical Engineering
M.J.P.Rohilkhand University, Bareilly
Head
Department of Chemical Engineering
Faculty of Engineering & Technology
M.J.P.Rohilkhand University
BAREILLY-243 005 (U.P.) INDIA


Dr. Sathyajith Naik N.,
Principal,
Institute of Dental Sciences,
Bareilly International University, Bareilly
Prof. (Dr.) Sathyajith Naik N.
MDS
Principal
Institute of Dental Sciences, Bareilly



**DEPARTMENT OF PHARMACY
MJP ROHILKHAND UNIVERSITY, BAREILLY**

Date: 26/11/2021

LETTER OF INTENT FOR ACADEMIC COOPERATION

Between

Department of Pharmacy, MJP Rohilkhand University, Bareilly

And

Institute of Dental Sciences, Constituent College of Bareilly International University, Bareilly

In line with the development of friendly National/International cooperation in accordance with our mutual interests in developing programs of academic and scholarly exchanges and for the purpose of establishing a long-term mutually beneficial association, **Department of Pharmacy, MJP Rohilkhand University, Bareilly**, and **Institute of Dental Sciences, Constitute College of Bareilly International University, Bareilly**, join in the following letter of intent. Both parties agree to exercise their best efforts to develop the following forms of cooperation:

1. Establish ties of friendship and cooperation.
2. Promote mutual understanding, academic collaboration, and personnel exchanges.
3. Work toward more formal, complex, and binding agreements.

Both **Department of Pharmacy, MJP Rohilkhand University, Bareilly** and **Institute of Dental Sciences, Constitute College of Bareilly International University, Bareilly**, are committed to working together to develop specific agreements on the points above. These agreements will provide logistical and management details appropriate to the successful operation of the program. These agreements will fulfill the spirit and purpose of this general letter of intent.

Signatories

Dr. S. B. Tiwari
Head
Dept. Of Pharmacy
MJP Rohilkhand University
Bareilly.

Head
Department of Pharmacy
M.J.P. Rohilkhand University
BAREILLY-243006-(U.P.)

26/11/21

Dr. Sathyajith Naik N.,
Principal,
Institute of Dental Sciences,
Bareilly,
Prof. (Dr.) Sathyajith Naik N.
MDS

Principal
Institute of Dental Sciences, Bareilly



INSTITUTE OF DENTAL SCIENCES

Pilibhit By Pass Road, Bareilly, (U.P.) 243006 INDIA
Phone : 0581-2526244 (Reception), 2526051 (Office)
Website : www.idsbareilly.in, e-mail : info@idsbareilly.in

Ref.No.IDS/22976/2021

Date: November 25, 2021

To,

The Principal,
Teerthanker Mahaveer
Dental College & Research
Center, Moradabad, (UP).

Sub:- Collaboration with Teerthanker Mahaveer Dental College & Research Center, Moradabad for utilizing research facilities.

Sir,

The Competent authority of our institution has approved for Collaboration with your institution for utilizing research facilities in carrying out in vitro/ in vivo studies. The expenses for carrying out Collaborative research work will be settled amicably by both the parties. Appropriate acknowledgements and Credits of the used facilities in scientific publications and presentations should be given.

Thanking you,

Yours Sincerely

Dr. Sathyajith Naik N.
Principal,
Institute of Dental Sciences,
Bareilly (UP)

Prof. (Dr.) Sathyajith Naik N.
MDS

Principal
Institute of Dental Sciences, Bareilly

3/22, 10:21 AM

Gmail - Fwd: collaborative research activity



Vineet Maurya <vineetkumarmaurya54@gmail.com>

Fwd: collaborative research activity

3 messages

sathyajith naik <sathyajithnaik@gmail.com>
To: vineetkumarmaurya54@gmail.com

Thu, Nov 25, 2021 at 9:23 AM

----- Forwarded message -----

From: TMU Principal Dental <principal.tmdcrc@tmu.ac.in>
Date: Wed, 24 Nov 2021, 16:40
Subject: collaborative research activity
To: sathyajith naik <sathyajithnaik@gmail.com>

To,
The Principal,
Institute of Dental Sciences,
Bareilly, U. P.

Sir,
This email is to initiate a collaborative research activity with your institution for sharing the research facilities with both the institutions for the benefit of faculty and students. This will by enlarge enhance the scope of utility of existing facilities, instruments and equipments available at both ends for the betterment of the future from research point of view. The finances arised due to this collaboration will be shared mutually and amicably after discussion. In this regard kindly accept our initiation from your end and give your acceptance for the same. Kindly acknowledge.

Thanking you in anticipation,

--- Regards:

Prof.(Dr). Manish Goyal PhD,
MDS (Orthodontics),
FDS RCS Edinburgh (UK)
M ORTH RCS Edinburgh (UK),
M (ORTH) RCPS Glasgow (UK),
MFDS England (UK)
Fellow Pierre Fauchard Academy,
FAGE (Manipal)
BDS

Principal
eerthanker Mahaveer Dental College
& Research Centre,
Moradabad.
Ph-0091-9999210907 / 7009201137

sathyajith naik <sathyajithnaik@gmail.com>
To: vineetkumarmaurya54@gmail.com

Mon, Jul 18, 2022 at 9:38 AM

----- Forwarded message -----

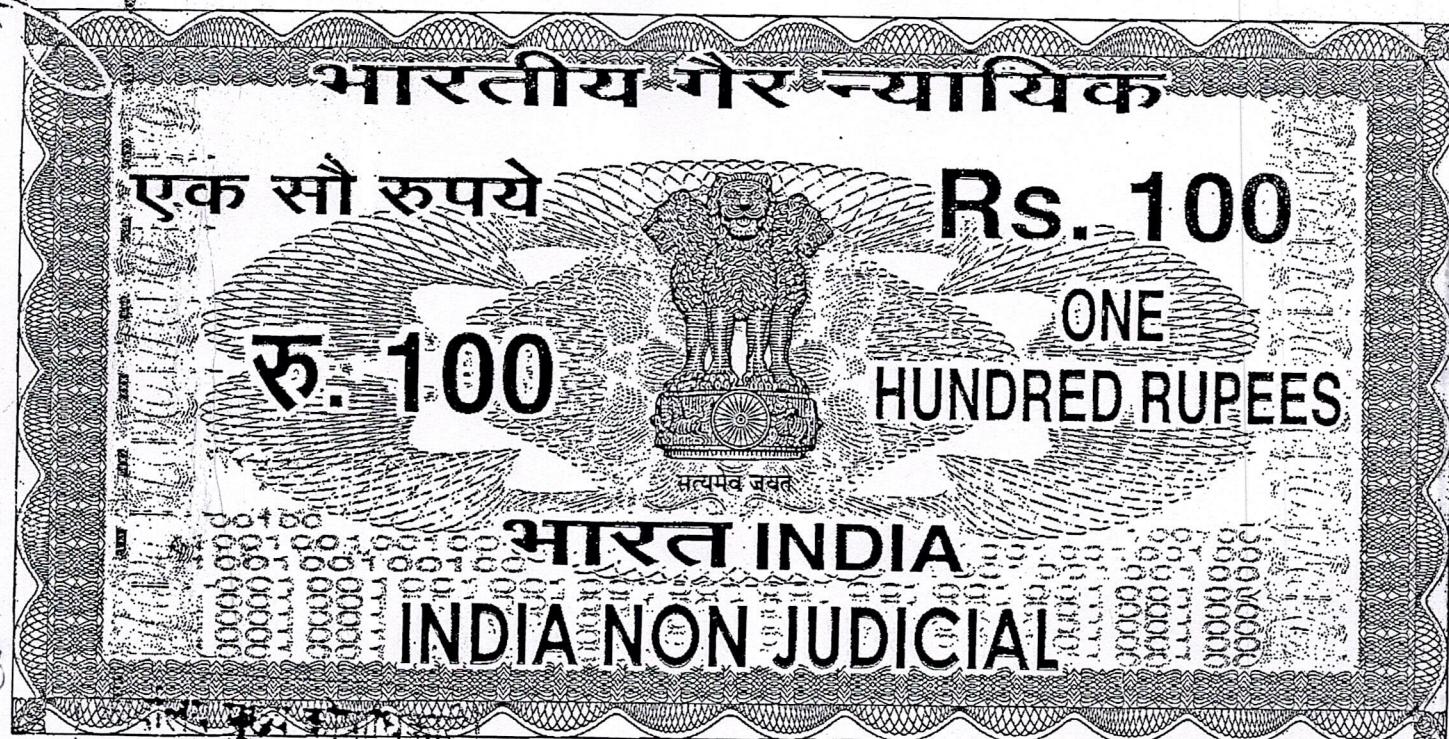
From: TMU Principal Dental <principal.tmdcrc@tmu.ac.in>
Date: Wed, 24 Nov 2021, 16:40
Subject: collaborative research activity
To: sathyajith naik <sathyajithnaik@gmail.com>

To,
The Principal,
Institute of Dental Sciences,
Bareilly, U. P.

Sir,
This email is to initiate a collaborative research activity with your institution for sharing the research facilities with both the institutions for the benefit of faculty and students. This will by enlarge enhance the scope of utility of existing facilities, instruments and equipments available at both ends for the betterment of the future from research point of view. The finances arised due to this collaboration will be shared mutually and amicably after discussion. In this regard kindly accept our initiation from your end and give your acceptance for the same. Kindly acknowledge.

Thanking you in anticipation,

--- Regards:



उत्तर प्रदेश UTTAR PRADESH

Agreement

DU 326803

24 JUN 2017
Ayushman Bharat - Pradhan Mantri Jan Arogya Yojana (AB-PMJAY)

Between

[Rohilkhand Medical College And Hospital, Bareilly]

and

[Uttar Pradesh State Health Agency]

This Agreement (Hereinafter referred to as "Agreement") made at _____ on this

3rd day of May 2019 (3.05.2019) *100*

BETWEEN

Uttar Pradesh State Health Agency, SACHIS, a Society registered by the State Government of Uttar Pradesh, and having its registered office SACHIS, 4th Floor, Nav Chetna Kendra, 10 Ashok Marg, Hazratganj, Lucknow, 226001 (hereinafter referred to as "SHA" which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include it's successors, affiliate and assignees) as FIRST PARTY.

AND

Rohilkhand Medical College and Hospital (Empanelled Health Care Provider or 'EHC') an institution located in Bareilly, Uttar Pradesh having their registered office at Opp. Suresh Sharma Nagar, Pilibhit Bypass Road (hereinafter referred to as "EHC", which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include it's successors and permitted assignees) as Second PARTY.

ज्ञा राजेन्द्र लाल

Medical Superintendent
Rohilkhand Medical College Hospital
BAREILLY



INDIA NON JUDICIAL
Government of Uttar Pradesh

e-Stamp

Certificate No.	: IN-UP42340052379351T
Certificate Issued Date	: 03-Mar-2021 04:11 PM
Account Reference	: NEWIMPACC (SV)/ up14223604/ BAREILLY SADAR/ UP-BLY
Unique Doc. Reference	: SUBIN-UPUP1422360473096409942258T
Purchased by	: ROHILKHAND EDUCATIONAL CHARITABLE TRUST
Description of Document	: Article 19 Certificate or other Document
Property Description	: Not Applicable
Consideration Price (Rs.)	:
First Party	: ROHILKHAND EDUCATIONAL CHARITABLE TRUST
Second Party	: Not Applicable
Stamp Duty Paid By	: ROHILKHAND EDUCATIONAL CHARITABLE TRUST
Stamp Duty Amount(Rs.)	: 100 (One Hundred only)



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Memorandum of Understanding (MoU)

Between

National Health Authority, Government of India, hereinafter called the NHA

And

Rohilkhand Medical College and Hospital, Bareilly hereinafter called Empanelment of Central
Government Health Scheme (CGHS) hospitals

for

Providing cashless healthcare services at Central Government Health Scheme (CGHS) rates to different
beneficiary categories under healthcare schemes implemented by NHA

[Signature]

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at www.stampitapp.com or using e-Stamp Mobile App or Stock Holding Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

This Memorandum of Understanding (hereinafter referred to as "MoU/Agreement") is made at

New Delhi on this 30th day of June 2021 at New Delhi, India.

By and Between

National Health Authority, is an authority established for implementation of Ayushman Bharat Pradhan Mantri Jan Arogya Yojana – AB PMJAY and Ayushman Bharat Digital Mission (ABDM) via gazette notification dated 5th March 2019, as an attached office of the Ministry of Health and Family Welfare having its office located at Jeevan Bharti Building, 9th Floor, Tower 1, Janpath, Connaught Place, New Delhi – 110001 represented by _____ (hereinafter referred to as "NHA/Authority);

AND

Rohilkhand Medical College and Hospital having its office Bareilly hereinafter referred to as "Second Party/Hospital")

Both the parties are hereinafter, collectively referred to as the Parties and individually as defined hereinabove and/or as Party

Whereas

1. **National Health Authority (NHA)** was constituted with an objective of providing overall vision and stewardship for design, roll-out, implementation and management of Ayushman Bharat Pradhan Mantri Jan Arogya Yojana (AB PM-JAY) in alliance with state governments. Inter-alia, this includes, formulation of PM-JAY policies, development of operational guidelines, implementation mechanisms, and coordination with state governments, monitoring, and oversight amongst others. Thus, NHA is playing a critical role in fostering linkages by convergence of AB PM-JAY with health and related programs as well as onboarding health schemes of the Central and State Governments/Departments on NHA's IT platform.
2. Many convergence schemes are being implemented by NHA for providing medical treatment to government employees, pensioners, and their dependents of various Central / State Government's Ministries / Departments, etc., which may be added from time to time, and for this purpose the Hospitals are empaneled for providing medical treatment through NHA's IT Platform.
3. In the above regard, it has been decided to provide comprehensive medical treatment and diagnostic facilities to various beneficiary groups as well as government employees, pensioners and their dependents under different schemes (CAPF, MoRTH etc.) on NHA IT system as per CGHS Package Rate. All the rules, Office Memorandum (O.M.) of CGHS with respect to *Health Package Rates* and operational processes (unless amended by NHA) of CGHS will be applicable on *Private Hospitals, Healthcare centres, Clinics, Diagnostic centres and Laboratories* empaneled with NHA.
4. Second Party Rohilkhand Medical College and Hospital, Bareilly.

Now, Therefore, in consideration of promises, mutual covenants and provisions set forth hereinafter, the Parties hereto agree as follows:

1. DEFINITIONS & INTERPRETATIONS

The following terms and expressions shall have the following meanings for purposes of this Agreement:

Xoim Jaiswal
Administrative Officer
Rohilkhand Medical College & Hospital
Bareilly

- 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.
- 1.2. "Benefit" shall mean the extent or degree of service the beneficiaries are entitled to receive as per the rules on the subject (as per the guidelines of respective ministries / departments). NHA may add additional packages over and above those which are available under CGHS. However, empanelled hospitals may decide about providing services related to such packages.
- 1.3. "Implementation Support Agency (ISA)" i.e., shall mean a Third-Party Administrator authorized by NHA to process the medical reimbursement claims or to carry out medical audit. ISA shall process Data/ Bills of all beneficiaries availing treatment at the empaneled Private Hospitals and for making payment.
- 1.4. "Beneficiary Card" shall mean e-Card / physical card, issued by NHA / any competent authority
- 1.5. "Card Holder" shall mean a person having an e-Card / physical card provided by the competent authority.
- 1.6. "Coverage" shall mean the types of persons to be eligible as the beneficiary of the healthcare scheme being implemented by NHA.
- 1.7. "Diagnostic Center" shall mean the entity performing tests / investigations
- 1.8. "Imaging Centre" shall mean the entity performing X-ray, CT Scan, MRI, USG, etc.,
- 1.9. "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 of the patient.
- 1.10. "Empanelment" shall mean the hospitals, eye hospitals/centres, dental clinics, Diagnostic Laboratories/ Imaging centres authorized by the NHA for treatment/ investigation purposes for a particular period.
- 1.11. "Hospital" shall mean the entity while performing under this Agreement providing medical investigation, treatment and the healthcare services.
- 1.12. "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 for providing services to eligible beneficiaries.
- 1.13. "Party" shall mean either the NHA or the Hospital and "Parties" shall mean both the NHA and the Hospital
- 1.14. "Transactional Management System (TMS)" refers to TMS portal provided by NHA for providing services to beneficiaries of healthcare schemes being implemented by NHA.
- 1.15. "CGHS Package Rate" shall mean all-inclusive cost of healthcare services provided to the beneficiary as per CGHS guidelines. The detail guidelines are annexed as Annexure A. However, NHA may devise packages and guidelines in this regard. The guidelines issued by CGHS or NHA in this regard will be applicable.
- 1.16. "Payer" refers to National Health Authority, Government of India.
- 1.17. "Claim Processing Organization/Agency" refers to either Implementation Support Agency (ISA) / Third Party Administrator (TPA) or an organization / agency authorized by National Health Authority, Government of India for processing of claims

2. Term and Termination

- 2.1. This MOU shall become effective upon signature by the authorized officials and shall be valid till the hospital is empanelled with CGHS.

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F. CHANGES IN INFRASTRUCTURE/STAFF TO BE NOTIFIED TO NHA

The terms and conditions under this heading as specified by CGHS will be applicable for this agreement also.

G. ANNUAL REPORT

The Hospital, Eye centre, Dental clinic, Diagnostic Laboratory/ Imaging shall submit all the medical records in NHA IT portal or as may be specified by NHA from time to time.

H. EMR / EHR

The terms and conditions under this specified by CGHS will be applicable for this agreement also. On TMS platform, requirement of documents decided by CGHS / NHA shall be applicable.

I. EMPANELMENT WITH AUTONOMOUS BODIES

The terms and conditions under this specified by CGHS will be applicable for this agreement also.

J. MEETINGS

Authorized signatory / representative of the empaneled Hospital shall attend the periodic meetings held by NHA/CGHS required in connection with improvement of working conditions and for redressal of grievances.

K. INSPECTIONS

During the visit by NHA, the empaneled Hospital's authorities will cooperate in carrying out the inspection.

L. AID TO PUBLIC HEALTH AUTHORITIES

In case of any natural disaster / epidemic, the empaneled health care organizations shall fully cooperate with the NHA and will convey / reveal all the required information, apart from providing treatment.

M. NO COMMERCIAL PUBLICITY

The terms and conditions under this specified by CGHS will be applicable for this agreement also.

N. AGREE FOR CONDUCTING ANNUAL HEALTH CHECK-UP FOR GROUP 'A' CENTRAL GOVERNMENT OFFICERS AGED '40' AND ABOVE AND FOR OTHER CATEGORIES OF BENEFICIARIES AS SPECIFIED BY NHA.

The Hospital shall agree for conducting all investigations / diagnostic tests / consultations etc. of the categories of beneficiaries as specified by NHA from time to time as per the prescribed protocol, subject to the condition that the hospital shall not charge more than Rs.2000/- for conducting the prescribed medical examination of the male beneficiary and Rs.2200/- for female beneficiary who come to the hospital/ institution with the requisite documentation as mandated by CGHS/NHM.

4. TREATMENT IN EMERGENCY

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Every ailment / patient condition specified by CGHS in this regard may be applicable for this agreement also, until and unless specified by NHA otherwise. The SOP for availing treatment under emergency shall be as prescribed by CGHS or NHA for different categories of beneficiaries.

5. ENTITLEMENTS FOR VARIOUS TYPES OF WARDS

- 5.1. Beneficiaries are entitled to facilities of private, semi-private or general ward depending on their pay drawn in pay band/ pension or as per the guidelines issued by NHA. These entitlements / guidelines are amended from time to time and the latest order in this regard needs to be followed. This may vary from one beneficiary category to another. HCOs will be intimated electronically or through paper regarding the beneficiary entitlements.
- 5.2. Definition of Private ward, Semiprivate ward and General ward specified by CGHS will be applicable for this agreement also.

6. APPROVED RATES TO BE CHARGED

The terms and conditions under this heading as specified by CGHS will be applicable for this agreement also. NHA may add additional packages over and above those which are available under CGHS. However, empanelled hospitals may decide about providing services related to such packages at the rate decided by NHA.

7. NOTIFICATION OF NODAL OFFICERS

The terms and conditions under this specified by CGHS will be applicable for this agreement also.

8. INFORMATION TO BE PROVIDED BY HOSPITALS TO NHA AUTHORIZED ISA/AGENCY/ORGANIZATION

The Hospital will intimate to NHA or ISA/agency/organization authorized within the NHA specified turnaround time of such admission and the ISA/agency/organization will respond with due authorization as per predefined TAT (Turnaround time). Treatment in no case would be delayed or denied because authorization by the ISA/agency/organization is only confirmation of the e-workflow in respect of such patient. Post discharge, the hospital would upload bills and other documents as per requirement of NHA within the turnaround time specified by NHA.

8.2. REFERRED ADMISSIONS

Where the beneficiary visits the hospital with a proper referral and authorization letter, the hospital will verify and submit information of admission online to the ISA/agency/organization authorized by NHA. The ISA/agency/organization would respond with an authorization as per predefined TAT (Turnaround time). Post discharge, the hospital would upload bills and other documents as per requirement of NHA within predefined TAT (Turnaround time).

9. SUBMISSION OF BILLS TO NHA AUTHORIZED ISA/AGENCY/ORGANIZATION

The Hospital shall submit electronic bill on NHA's Transaction Management System (TMS) for processing of bills. The Data and electronic bills shall be utilized for medical audit and statistical purposes.

10. PROCESSING OF CLAIMS/BILLS BY NHA AUTHORIZED ISA/ AGENCY/ORGANIZATION

The NHA, through its IT platform TMS (Transaction Management System), shall provide functional modules for submission, transaction, and management of claims. NHA will also support in requisite training of the personnel assigned by the empaneled hospitals to operate TMS.

NHA authorized ISA/agency/organization, during the course of the auditing, will restrict the payment of claims as per CGHS rules and regulations. ISA/agency/organization will also examine 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. Maintaining database of such information of beneficiaries for future use.
- E. Whether the treatment procedures have been provided as per the approved rates and the packages.
- F. Whether procedures performed were only those for which permission has been granted

The ISA/agency/organization shall record their findings and intimate the same to the Private Hospital concerned with a copy endorsed to NHA. The payment of the bill/claim to the Private Hospital concerned post approval by ISA/Agency/Organization, authorized by NHA.

Empaneled hospitals shall be obliged to submit their claims within pre-defined TAT (Turnaround time) of discharge in the format prescribed through TMS. The PAYER shall be responsible for settling all claims within predefined TAT (Turnaround time) after receiving all the required information/documents from empaneled hospitals. Guidelines for submission of claims, claims processing, and handling of claim queries, dealing with fraudulent claims and all other related details will be communicated by the NHA.

11. MEDICAL AUDIT OF BILLS

There may be a Medical Audit of the services provided by the empaneled Hospital. It should be conducted by NHA or any agency authorized in this regard by NHA.

12. DUTIES AND RESPONSIBILITIES OF EMPANELED HOSPITAL

The terms and conditions under this specified by CGHS will be applicable for this agreement also. Further, NHA may issue guidelines in this regard and same shall be applicable. In case of conflicting guidelines in this regard, those issued by NHA shall prevail.

13. NON-ASSIGNMENT

The terms and conditions under this specified by CGHS will be applicable for this agreement also.

14. CONFIDENTIAL INFORMATION

14.1. The Hospital shall maintain the confidentiality of all patient health information and medical records in accordance with applicable guidelines set by the NHA from time to time.

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- 14.2. The Hospital shall ensure that no confidential information is shared or made available by the Hospital or any person associated with it to any person or entity not related to the Hospital without prior written consent of NHA.

- 14.3. The terms and conditions under this specified by CGHS will also be applicable for this agreement.

15. EMPANELED HOSPITAL'S INTEGRITY AND OBLIGAITONS:

The terms and conditions under this heading as specified by CGHS will be applicable for this agreement also.

16. Fraud and Abuse Control

NHA has culture of zero tolerance for any type of fraud or corruption. A robust mechanism for fraud prevention, detection and deterrence has been developed. A dedicated National Anti-Fraud Unit (NAFU) has been constituted for this. NHA guidelines regarding fraud and abuse control will be applicable for this agreement.

17. Grievance Redressal

NHA has developed an online web-enabled 'Central Grievance Redressal Management System' to redress scheme related grievances. NHA guidelines regarding grievance redressal will be applicable for this agreement.

18. PROCESS FOR DISCIPLINARY PROCEEDINGS AND DE-EMPANELMENT

- 18.1. In case of any complaints or detection of any malpractice, NHA's Hospital Empanelment Committee shall initiate the investigation. Detailed investigation by the committee shall include misrepresentation of claims, fraudulent billing, wrongful beneficiary identification, and overcharging, charging money from patients unnecessarily, unnecessary procedures, false/misdiagnosis, referral misuse and other frauds that impact delivery of care to eligible beneficiaries.
- 18.2. Hospital Empanelment Committee may inflict larger or smaller penalties depending on the severity/regularity/scale/intentionality on a case-to-case basis with reasons mentioned clearly in a speaking order. The penalties by the hospital shall be paid directly to NHA in all the cases.
- 18.3. NHA shall have the right to de-recognize the Hospital as the case may be. Such action could be initiated based on a complaint, medical audit or inspections carried out by NHA teams at random. The decision of the NHA will be final.

19. LIQUIDATED DAMAGES

- 19.1. The Hospital, Eye centre, Dental clinic, Diagnostic Laboratory/ Imaging Centre shall provide the services as per the requirements specified by the NHA 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 services or direct charging from the beneficiaries, administrative action will be taken against Hospital by NHA. Administrative action includes de-empanelment of the HCO. In such cases, CGHS shall also de-empanel that HCO.
- 19.2. For over-billing and unnecessary procedures, the extra amount so charged will be deducted from the pending / future bills of the Hospital and the NHA shall have the right to issue a written warning

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ACCREDITED & APPROVED
CENTRAL GOVERNMENT HOSPITAL

to the Hospital not to do so in future. The recurrence, if any, will lead to the stoppage of referral to that particular Hospital or De-recognition from NHA.

20. TERMINATION FOR DEFAULT

Any dispute, controversy or claims arising out of or in relation to this MoU or the breach, termination, or invalidity thereof, shall be settled by arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996

21. INDEMNITY

- 21.1. NHA will not interfere in the treatment and medical care provided to its beneficiaries. NHA will not be in any way held responsible for the outcome of treatment or quality of care provided by the provider.
- 21.2. NHA shall not be liable or responsible for any acts, omission or commission of the Doctors and other medical staff of the Hospital and the Hospital shall obtain professional indemnity policy on its own cost for this purpose. The Hospital agrees that it shall be responsible in any manner whatsoever for the claims, arising from any deficiency in the services or any failure to provide identified service.
- 21.3. Notwithstanding anything to the contrary in this agreement, no Parties shall be liable by reason of failure or delay in the performance of its duties and obligations under this agreement if such failure or delay is caused by acts of God, Strikes, lockouts, embargoes, war, riots civil commotion, any orders of governmental, quasi-governmental or local authorities, or any other similar cause beyond its control and without its fault or negligence.
- 21.4. The Hospital will indemnify, defend, and hold harmless the NHA against any claims, demands, proceedings, actions, damages, costs, and expenses which the Hospital may incur as a consequence of the negligence of the former in fulfilling obligations under this Agreement or as a result of the breach of the terms of this Agreement by the Hospital or any of its employees or doctors or medical staff.
- 21.5. NHA shall not have legal obligations towards claim settlement amount in any case.

22. LAW AND ARBITRATION

- 22.1. The provisions of this MoU shall be governed by and construed in accordance with Law of the country.
- 22.2. Any dispute, controversy or claims arising out of or in relation to this MoU or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996.
- 22.3. The arbitral tribunal shall be composed of three arbitrators, one arbitrator appointed by each Party and one another arbitrator appointed by the mutual consent of the arbitrators so appointed.
- 22.4. The place of arbitration shall be in Delhi, India and any award whether interim or final, shall be made, and shall be deemed for all purposes between the parties to be made in Delhi, India.
- 22.5. The arbitral procedure shall be conducted in the English language and any award or awards shall be rendered in English. The procedural law of the arbitration shall be Indian Law.
- 22.6. The award of the arbitrator shall be final and conclusive and binding upon the Parties, and the Parties shall be entitled (but not obliged) to enter judgment thereon in any one or more of the highest courts having jurisdiction.

22.7. The rights and obligations of the Parties under, or pursuant to, this Clause including the arbitration agreement in this Clause, shall be governed by and subject to Indian Law.

22.8. The cost of the arbitration proceeding would be borne by the Parties on equal sharing basis.

23. MISCELLANEOUS

23.1. **Amendment:** Except as otherwise provided herein, no modification, amendment, or waiver of any provision of this Agreement will be effective unless such modification, amendment or waiver is approved in writing and signed by the authorized signatories of both the parties hereto.

23.2. **Severability:** If any provision of this MOU is held to be invalid, illegal or unenforceable in whole or in part, the remaining provisions shall not be affected and shall continue to be valid, legal and enforceable as though the invalid, illegal or unenforceable parts had not been included in this MOU.

23.3. **Relationship:** Nothing under this Agreement shall be construed as establishing or creating between the Parties any relationship of Master and Servant or Principal and Agent or Employer and Employee between the NHA and the Hospital. The Hospital shall work or perform their duties under this Agreement or otherwise.

23.4. **NHA Disclaimer:** The NHA 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 Beneficiaries 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.

23.5. **Material changes in status:** 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.

23.5.1. Should the Hospital get wound up or partnership is dissolved, the NHA 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.

23.6. **Cost for preparation of this agreement:** The Hospital shall bear all expenses incidental to the preparation and stamp duty of this agreement.

23.7. **Waiver:** Neither Party will be charged with any waiver of any provision of this MOU, unless such waiver is evidenced by a writing signed by the Party and any such waiver will be limited to the terms of such writing.

23.8. **Intellectual Property:** Each Party owns and will continue to own all rights, title and interest in and to the intellectual property rights/interest that it owns prior to this MOU or which each Party created or acquired independently of its obligations pursuant to this MOU. Neither Party may use the Intellectual Property of the other Party without the prior written consent of the other Party.

23.9. **Compliance with Applicable Laws:** Applicable laws for this MOU shall be laws of India only. Each Party to this MOU accepts that its individual conduct shall, to the extent applicable to its businesses, at all times comply with all laws, rules and regulations of government and other bodies having jurisdiction over the area where they operate, provided that changes in such laws, rules and regulations shall become immediately applicable.

Xair Jhunjhunwala
PUNJAB INSTITUTE OF MEDICAL SCIENCES & RESEARCH

23.10. Privacy: Parties represent that they will abide by statutory laws pertaining to Data Protection and Privacy as applicable in India and as amended from time to time and Data in terms of this Agreement shall remain within territorial Jurisdiction of India only.

24. OTHER SERVICES TO BE PROVIDED

24.1. Training: NHA shall provide standard training manuals and help in organizing orientation cum sensitization workshops for empaneled Hospital(s).

24.2. Grievance Redressal: Complaints and grievance redressal management system for empaneled hospitals will be handled by NHA, and NHA will be the final decision-making authority.

24.3. Collaborating Centers: As knowledge hubs for generating evidence and informing policy inputs, empaneled hospitals play an important role in the generation of knowledge to improve the quality of health care in the regions they cover. Research capacities at such premier institutes of national excellence may prove to be an invaluable asset in generating evidence to inform policy decisions and provide examples/ proof of concept for organization and development of service delivery. For e.g., priority setting, costing surveillance, designing monitor & quality protocols, research on medical necessity of care, promoting conservative management practices etc. Such areas of engagement may be decided mutually by both parties from time to time.

25. EXIT FROM THE PANEL

The Rates fixed by the CGHS shall continue to hold good unless revised by CGHS. In case the notified rates are not acceptable to the empaneled Hospital, or for any other reason, the Hospital no longer wishes to continue on the list under CGHS and NHA, it can apply for exclusion from the panel by giving one-month notice. Patients already admitted shall continue to be treated.

26. NOTICES

All notices, demands or other communications to be given or delivered under or by reason of the provisions of this Agreement will be in writing and delivered to the other Party:

- a. By registered mail.
- b. By courier.
- c. By facsimile.

In the absence of evidence of earlier receipt, a demand or other communication to the other Party is deemed given

- If sent by registered mail, seven working days after posting it; and
- If sent by courier, seven working days after posting it; and
- If sent by facsimile, two working days after transmission. In this case, further confirmation has to be done via telephone and e-mail.

The notices shall be sent to the other Party to the addresses provided by the entities empaneled with NHA.

- If to the empaneled NHA hospitals
Attn: *Dr. Fariz Scanshi*
Tel... 0581-2526011
Fax: 0581-2526054

Joint Review
RASHI Adminstrative Office
Rashtriya Ayurvedik Sammelan
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- If to NHA

Dr Jitu Lal Meena, Joint Director

(Joint Director (JD) & Division Head (SPE))

3rd Floor National Health Authority, Jeevan Bharti Building, Tower 1,

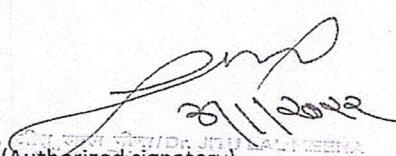
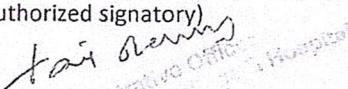
Connaught Place, New Delhi- 110001

27. Entire Agreement:

This Agreement supersedes any and all other prior understandings and agreements, either oral or in writing, between the parties with respect to the subject matter hereof and constitute the sole and only agreement between the Parties with respect to the said subject matter. Each party to this Agreement acknowledges that such representations, inducements, promises, or agreements, orally or otherwise which are not embodied in this Agreement or statement or promise that is not contained in this Agreement shall not be valid or binding or of any force or effect. However, in case the Parties agree on any new proposal/arrangement, the same shall only be valid once it is signed by the Authorized Signatories of both the Parties in writing.

This MoU should be read together with the Guidelines issued by the NHA, Government of India.

IN WITNESS WHEREOF, both the Parties have set and subscribed their respective hands to this Memorandum of Understanding, in the presence of following witnesses

 20/11/2012 For NHA (Authorized signatory) Dr. JITU LAL MEENA Joint Director & Division Head (SPE) National Health Authority, Govt. of India (Signature & Date) New Delhi Dr Jitu Lal Meena (Joint Director (JD) & Division Head (SPE)) National Health Authority, Govt. of India	<p>We agree to provide services to any beneficiary category for which NHA will enable the services as per the terms of this contract.</p> <p>We understand that if case we are debarred for any of the scheme, we will automatically be debarred for all the schemes being implemented by NHA.</p> <p>For Private Hospital / Healthcare centre / Clinic / Diagnostic centre / Medical Laboratory (Authorized signatory)</p>  (Signature & Date) Dr. JITU LAL MEENA Joint Director & Division Head (SPE) National Health Authority, Govt. of India
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Annexure A: CGHS Package Rate

CGHS Package Rate shall mean all inclusive – including lump sum cost of inpatient treatment / day care / diagnostic procedure for which a Central Government Employee / pensioner or their dependent has been permitted by the competent authority or 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 / 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) Physiotherapy charges etc. (xviii) Nursing care charges etc.

Package rates also include two pre-operative consultations and two postoperative consultations. Cost of Implants / stents / grafts is reimbursable in addition to package rates as per CGHS ceiling rates or as per actual, whichever is lower. In case a Central Government Employee and their dependent demands a Brand of Stent / Implant which is not part of package and give his consent in writing for availing the same, the difference in cost over and above the ceiling rate may be charged from the Central Government Employees and their dependent, which will not be reimbursable. During In-patient treatment of the Central Government Employees and their dependent, the hospital will not ask the Central Government Employee / pensioner / their dependent or his / her attendant to purchase separately the medicines / sundries / equipment or accessories etc. 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:

- Toiletries
- Sanitary napkins
- Talcum powder
- Mouth fresheners

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 else as per AIIMS rates, if there is no CGHS rate for a particular item. Package rates envisage up to a maximum duration of indoor treatment as follows:

- Up to 12 days for Specialized (Super Specialties) treatment
- Up to 7 days for other Major Surgeries
- Up to 3 days for / Laparoscopic surgeries / elective Angioplasty / normal deliveries and
- 1 day for day care / Minor (OPD) surgeries.

However, if the Central Government Employees and their dependent has to stay in the hospital for his / her recovery for a period more than the period covered in package rate, in exceptional cases, supported by relevant medical records and certified as such by hospital, the additional reimbursement may be allowed, 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 per visit by specialists/ consultants) and cost of medicines for additional stay). No additional charge on account of extended period of stay shall be allowed to be charged by the Hospital if that extension is due to infection on the consequences of surgical procedure/ faulty investigation procedure/ proven negligence/ willful default etc. The

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empaneled health Care Organization cannot charge more than CGHS approved rates when a patient is admitted with valid E CARD with prior permission or under emergency. In case of any instance of overcharging the overcharged amount over and above CGHS rate (except in admissible items and difference paid due to implant/stent of a specific brand chosen by Central Government Employees, pensioners and their dependent) same shall be paid back to the Central Government Employees, pensioners and their dependent and it shall be recovered from the pending bills of the hospital. If any empaneled health care Organization charges from Central Government Employees / pensioners and their dependent for any expenses incurred over and above the package rates vis-à-vis medicine, consumables, sundry equipment and accessories etc., which are purchased from external sources, based on specific authorization of treating doctor / staff of the concerned hospital and if they are not falling under the list of non-admissible items, reimbursement shall be made to the Central Government Employees and their dependent and the amount shall be recovered from the pending bills of hospitals.

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Sr. No - 4

CGHS



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Government of Uttar Pradesh

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: SUBIN-UPUP1425010431657274696678U

: ROHILKHAND EDUCATIONAL CHARITABLE TRUST BAREILLY

: Article 19 Certificate or other Document

: Not Applicable

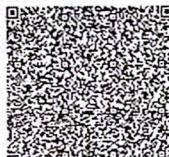
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: ROHILKHAND EDUCATIONAL CHARITABLE TRUST BAREILLY

: Not Applicable

: RÖHILKHAND EDUCATIONAL CHARITABLE TRUST BAREILLY

: 100
(One Hundred only)



Please make the payment before this time

IN-UP19498382850958U

Draft MOA for Empanelment under CGHS 2022

Memorandum of Agreement (MoA) between

ADDITIONAL DIRECTOR CGHS

DIREC
AND

Additional Director
Central Government Health Scheme
Lucknow

AND
OHILKHAND MEDICAL COLLEGE
AND HOSPITAL, BAREILLY

Deputy Medical Superintendent
& Administrative Officer
Rohilkhand Medical College & Hospital
Bareilly

Statutory Alert:

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at www.stampitstamp.com or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

This Agreement is made on the 27th day of February, 2023, between the President of India acting through ADDITIONAL DIRECTOR, Central Government Health Scheme, Ministry of Health & F.W., Government of India having its office at Lucknow (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

Rohilkhand Medical College and Hospital (*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 Private empanelled Hospitals, exclusive eye hospitals/Centres, exclusive dental clinics, Diagnostic Laboratories/ Imaging Centres in Bareilly.

AND WHEREAS, Rohilkhand Medical College and Hospital has agreed to give the treatment / diagnostic facilities available in the HCO to the CGHS Beneficiaries in the Health Care Organization at the rates offered by CGHS:

.....
.....
.....
.....

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 "Bill Clearing Agency" ("BCA") means the agency appointed by CGHS for processing of Data/ Bills of all CGHS beneficiaries (both serving and pensioner) attending the empanelled Private Hospitals
 - 1.1.4 "Card" shall mean the CGHS Card, issued by any competent authority, of any CGHS city.
 - 1.1.5 "Card Holder" shall mean a person having a CGHS Card.
 - 1.1.6 "CGHS Beneficiary" shall mean a person who is eligible for coverage of CGHS and hold a valid CGHS card for the benefit.
 - 1.1.7 "Coverage" shall mean the types of persons to be eligible as the beneficiaries of the Scheme to health services provided under the Scheme, subject to the terms, conditions and limitations.

Additional Director
Central Government Health Scheme
Lucknow

Deputy Medical Superintendent
& Administrative Officer
Rohilkhand Medical College & Hospital
Bareilly

1.1.8 "Diagnostic Center" shall mean the (Name of the Diagnostic Center) performing tests / investigations

1.1.9 "Imaging Centre" shall mean the (Name of the Imaging Centre) performing X-ray, CT Scan, MRI, USG, etc.,

1.1.10 "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 of the patient.

1.1.11 "Empanelment" shall mean the hospitals, exclusive eye hospitals/Centres, exclusive dental clinics, Diagnostic Laboratories/ Imaging Centres authorized by the CGHS for treatment/ investigation purposes for a particular period.

1.1.12 "Hospital" shall mean the (Name of the Hospital) while performing under this Agreement providing medical investigation, treatment and the healthcare of human beings.

1.1.13 "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 CGHS beneficiaries after following certain procedure of inquiry

1.1.14 "Party" shall mean either the CGHS or the Hospital and "Parties" shall mean both the CGHS and the Hospital.

1.1.15 "CGHS "Package Rate"" shall mean all inclusive – including lump sum cost of inpatient treatment / day care / diagnostic procedure for which a CGHS beneficiary has been permitted by the competent authority or 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 / 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) Physiotherapy charges etc. (xviii) Nursing care charges etc.

Package rates also include two pre-operative consultations and two post-operative consultations.

In case of Surgical procedures, whose name is not listed under CGHS rate list, the rates given under other minor/major surgery under each specialty shall be applicable. It cannot be added as an additional procedure to primary surgical package.

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

Drawn

If there is no CGHS prescribed ceiling rate for any implant reimbursement shall be limited to 60% of the MRP including GST & HCOs cannot charge more than that amount from CGHS beneficiaries

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.

Deputy Medical Superintendent
& Administrative Officer
Rohilkhand Medical College & Hospital
Bareilly

Additional Director
General Government Health Services
Government of Uttar Pradesh
Lucknow

During In-patient treatment of the CGHS 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:

Toiletries
Sanitary napkins
Talcum powder
Mouth fresheners

In cases of conservative treatment / where there is no CGHS package rate the admissible amount is calculated item-wise (as defined under package rate) at CGHS rates or as per AIIMS rates (if there is no CGHS rate) or as per actual if there is no CGHS /AIIMS rate available for any of the items.

Package rates envisage up to a maximum duration of indoor treatment as follows:

Upto 12 days for Specialized (Super Specialties) treatment
Upto 7 days for other Major Surgeries
Upto 3 days for/ Laparoscopic surgeries / elective Angioplasty / normal deliveries and
1 day for day care / Minor (OPD) surgeries.

No additional charge on account of extended period of stay shall be allowed if that extension is due to infection or the consequences of surgical procedure/ faulty investigation procedure etc.

However, it should be ensured that the patient is admitted as inpatient, for minimum required period (specially under conservative treatment) to avoid iatrogenic/ hospital acquired infections, which are responsible for increased morbidity and avoidable prolonged stay.

Treatment in Casualty (Emergency) / OPD treatment for injections, infusion, etc. shall be treated as short term admission and Rs.500/- would be reimbursable for all categories of beneficiaries.

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, in exceptional cases, supported by relevant medical records and certified as such by hospital, the additional reimbursement may be allowed, 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 per specialists / consultants) and cost of medicines for additional stay). If more than one specialist is required to be consulted for treatment then the bills would be accepted only with proper justification of visits of different specialist

*Deputy Medical Superintendent
& Administrative Officer
Rohilkhand Medical College & Hospital
Bareilly*

The empanelled health Care Organization cannot charge more than CGHS approved rates when a patient is admitted with valid CGHS Card with prior permission or under emergency. 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 CGHS beneficiary) shall be paid to the beneficiary and shall be recovered from the pending bills of the hospital.

*Additional Director
Central Government Health Scheme
Lucknow*

If any empanelled health care Organization charges from CGHS beneficiary for any expenses incurred over and above the package rates vis-à-vis medicine, consumables, sundry equipment and accessories etc., which are purchased from external sources, based on specific authorization of treating doctor / staff of the concerned hospital and if they are not falling under the list of non-admissible items,

reimbursement shall be made to the beneficiary and the amount shall be recovered from the pending bills of hospitals.

1.1.16. "BCA" shall mean a Third-Party Administrator authorized by CGHS to process the medical reimbursement claims or to carry out medical audit.

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 for another year subject to fulfillment of all the terms and conditions of this Agreement and with mutual consent of both parties.

3. CONDITIONS FOR PROVIDING TREATMENT/SERVICES

A. GENERAL CONDITIONS

The hospitals, Exclusive Eye hospitals/ Centers, Exclusive Dental Clinics and Diagnostic Centers shall be empanelled for all facilities/services available in the health care organization as approved by NABH/NABL/QCI or its equivalents such as Joint Commission International (JCI), ACHS (Australia) or by any other accreditation body approved by International Society for Quality in Health Care (ISQua) shall be considered as accredited equivalent to NABH and shall not be empanelled for selected specialties/ facilities.

The Hospitals, Exclusive Eye Hospitals/Centres, Exclusive Dental clinics, Diagnostic Laboratories/ Imaging Centres shall investigate / treat the CGHS beneficiaries only for the condition for which they are referred with due authorization letter or admitted in emergency. It must be strictly adhered to. Any violation shall be viewed seriously.

In case of unforeseen emergencies of these patients during admission for approved procedure, 'provisions of emergency treatment' shall be applicable.

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

CGHS has the right to monitor the treatment provided in the Private Hospitals, exclusive eye hospitals/Centres, exclusive dental clinics, Diagnostic Laboratories/ Imaging Centres.

B. AUTHORISATION LETTER FOR TREATMENT

The treatment/procedure shall be performed on the basis of the advice of the Govt. Specialist/ Medical Officer of the concerned CGHS dispensary in case of listed treatment procedures. Wherever the advice is from Specialist of empaneled hospital, endorsement by CGHS is needed except in case of CGHS beneficiaries aged 75 years and above. Department / Ministry in case of serving employees and on the production of a valid CGHS card by the beneficiary.

In case of unlisted investigations/ procedures, for which CGHS rates are not prescribed, approval of competent authority is mandatory except in emergency cases.

C. INVESTIGATIONS PRIOR TO ADMISSION

All routine, related investigations regarding fitness for the surgery will be done prior to the admission for any elective procedure and are part of package. However, specialized investigation would be reimbursed in addition to package rate.

u
Additional Director
Central Government Health Scheme
Lucknow

u
Deputy Medical Superintendent
& Administrative Officer
Rohilkhand Medical College & Hospital
Bareilly

D. ADDITIONAL PROCEDURES/INVESTIGATIONS

For any material / additional procedure / investigation other than the condition for which the patient was initially admitted, it would require the permission of the competent authority except under emergency.

E. OPD CONSULTATION:

Empanelled hospital shall provide Consultation from Specialists of empanelled hospitals at CGHS rates in all Specialties available in the hospital / included in the scope of services recommended by NABH in case of NABH Accredited HCOs.

Empanelled hospitals cannot exclude any specialties available / included in scope of services approved by NABH.

In case of CGHS beneficiaries aged 75 years and above, no referral is required.
Empanelled hospitals should strictly follow the guidelines issued by the Government from time to time in this regard.

F. PROCEDURE WHERE EMERGENCY CASE NEEDS TREATMENT IN A SPECIALITY(s) WHICH ARE NOT AVAILABLE IN THE HOSPITAL

The Hospital shall provide necessary treatment to stabilize the patient and transport the patient safely to nearest recognized hospital under intimation to CGHS authorities. However, in such cases the Hospital will charge as per the CGHS rates only for the treatment provided. In non-emergency cases the hospital shall not admit CGHS beneficiaries, if facility is not available.

G. CHANGES IN INFRASTRUCTURE/STAFF TO BE NOTIFIED TO CGHS

The Hospital, Exclusive Eye Centre, Exclusive Dental clinic, Diagnostic Laboratory/ Imaging Centre shall immediately communicate to Additional Director / Joint Director of CGHS of concerned city about any change in the infrastructure / Shifting of premises. The empanelment will be temporarily withheld in case of shifting of the facility to any other location without prior permission of CGHS. The new establishment of the same Hospital shall attract a fresh inspection, at the prescribed fee, for consideration of continuation of empanelment.

H. ANNUAL REPORT

The Hospital, Exclusive Eye Centre, Exclusive Dental clinic, Diagnostic Laboratory/ Imaging will submit an annual report regarding number of referrals received, admitted CGHS beneficiaries, bills submitted to the CGHS and payment received, details of monthly report submitted to the Additional Directors / Joint Additional Directors of CGHS of concerned City. Annual audit report of the hospitals will also be submitted along with the statement.

The Hospital, Exclusive Eye Centre, Exclusive Dental clinic, Diagnostic Laboratory/ Imaging shall submit all the medical records in digital format.

I. EMR / EHR

The empanelled health Care Organizations (except eye hospital/Centre, dental clinics, Diagnostic Labs/Imaging Centres) shall have to implement Electronic Medical Records and EHR as per the standards and guidelines approved by Ministry of Health & Family Welfare from time to time.

J. EMPANELMENT WITH AUTONOMOUS BODIES

All empanelled hospitals/ diagnostic Centres/ exclusive eye centres/ exclusive dental clinics shall also agree for empanelment with any autonomous body/ public sector undertaking on

same terms & conditions as with CGHS, on recommendation of Ministry of Health & Family Welfare.

K. MEETINGS

Authorized signatory / representative of the empanelled health care organizations shall attend the periodic meetings held by Additional Director / A.D. / J.D. / Department / Establishment of CGHS required in connection with improvement of working conditions and for redressal of grievances.

L. INSPECTIONS

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

M. AID TO PUBLIC HEALTH AUTHORITIES

In case of any natural disaster / epidemic, the empanelled health care organizations shall fully cooperate with the Ministry of Health / Additional Directorate General of Health Services. Additional Director / Joint Director of CGHS of concerned city and will convey / reveal all the required information, apart from providing treatment.

N. NO COMMERCIAL PUBLICITY

The Hospital, Exclusive Eye Centre, Exclusive Dental clinic, Diagnostic Laboratory/ Imaging Centre 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 health Care Organization indicating that the charges will be as per CGHS approved rates.

O. RENEWAL OF NABH/NABL ACCREDITATION

Empanelled HCOs shall ensure that the NABH / NABL accreditation is renewed timely, failing which the rates of non-NABL/NABH shall be paid.

P. VALIDITY OF QCI RECOMMENDATION

QCI – recommendation for empanelment shall be treated as valid for a maximum of three years after which they are required to get revalidation certificate.

Q. VALIDITY OF PBG

The empanelled HCO shall ensure that the PBG is valid for at least 6 months on expiry of empanelment and shall ensure that it is revalidated in time.

In case of penalty against the empanelled HCO and encashment of part of PBG by CGHS HCO shall ensure that the PBG is restored to 100% amount.

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:

- ❖ 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 Stokes Adam attack, Acute Aortic Dissection.
- ❖ Acute Limb Ischemia, Rupture of Aneurysm, Medical and Surgical shock and peripheral circulatory failure.

Deputy Medical Superintendent
& Administrative Officer
Rohilkhand Medical College & Hospital
Bareilly

Additional Director
Central GHS Payment Health Scheme
Central GHS Payment Health Scheme

- ❖ Cerebro-Vascular Attack-Stokes, Sudden unconsciousness, Head injury, Cerebro-Meningeal Infections, Convulsions, Acute Paralysis, Acute Visual loss.
- ❖ Respiratory failure, decompensated lung disease
- ❖ 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 beneficiary or his family member and will provide credit facilities to the patient whether the patient is a serving employee or a pensioner availing CGHS facilities, on production of a valid CGHS card and the hospital shall submit the bill for reimbursement to the concerned Deptt. / Ministry / CGHS. The hospital shall not ask for any referral letter from CGHS/ Department in case of emergency treatment.

The refusal to provide the treatment to bona fide CGHS Beneficiaries in emergency cases and other eligible categories of beneficiaries on credit basis, without valid ground, would attract disqualification for continuation of empanelment.

The nature and appropriateness of the emergency is subject to verification, which may be verified, inspected or medically audited by the nominated authority on random basis at its own discretion.

The Hospital will intimate all instances of patients admitted as emergencies without prior permission to the CGHS authorities / BCA appointed by CGHS within the prescribed time.

The hospital shall not admit beneficiaries which does not require immediate treatment under the clause of emergency admission and in case of any such violation suitable action shall be taken against erring HCO.

5. ENTITLEMENTS FOR VARIOUS TYPES OF WARDS

CGHS 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 is as follows: -

S. No.	Basic Pay drawn/Basic Pension	Entitlement
1.	UptoRs. 47,600/-	General Ward
2.	Rs. 47,601/- to 63,100/-	Semi-Private Ward
3.	Rs. 63,101/- and above	Private Ward

Deputy Medical Superintendent & Administrative Officer Rohilkhand Medical College & Hospital Bareilly
 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 furnishings 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. Semiprivate Ward is defined as a hospital room where two to three patients are accommodated and which has attached toilet facilities and necessary furnishings.

Additional Director Central Government Health Scheme Lucknow
 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.

6. APPROVED RATES TO BE CHARGED

The empanelled health care organization shall charge from the CGHS beneficiary as per the rates for a particular procedure / package deal as prescribed by the CGHS 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>

If any HCO charges lower rates (lower than to CGHS rate/discounted rates) from any private/ public organization, the HCO shall immediately intimate to CGHS & charge lower/discounted rate from CGHS beneficiaries also. Any default in this regard is liable to invite suitable action against the Health Care Organizations including suspension of their empanelment.

The package rate will be calculated as per the duration 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 on the consequences of surgical procedure or due to any improper procedure and is not justified.

The rate being charged will not be more than what is being charged for same procedure from other (non-CGHS) patients or Organizations. An authenticated list of rates being charged from other non-CGHS Organizations will also be supplied to CGHS within 30 days of this Agreement.

7. MODE OF PAYMENT FOR TREATMENT OF BENEFICIARIES

For serving employees (other than CGHS/ DGHS /Ministry of H&FW), the payment will be made by the patient, and he/she will claim reimbursement from his/her office subject to the approved ceiling rates.

In respect of the following categories of beneficiaries, treatment / procedures/services shall be undertaken/provided on credit:

- a. Pensioners,
- b. Ex-Members of Parliament,
- c. Serving CGHS/DGHS / Ministry of H&FW employees,
- d. Freedom Fighters,
- e. Sitting Members of Parliament

*Rajya Sabha
Lok Sabha
Sitting Members of Parliament*
Other categories of CGHS cardholders as notified by the Government.

In respect of a), b) and d) no payment shall be sought from them, and the bills should be submitted to CGHS through the BCA irrespective of city where the CGHS card is registered.

In respect of (e) no payment shall be sought from them, and the bills should be submitted to Rajya Sabha Secretariat or Lok Sabha Secretariat as the case may be.

In respect of (c) no payment shall be sought from them, and the bills should be submitted to CGHS/DGHS / Ministry of H&FW employees as the case may be.

8. BILL CLEARING AGENCY (BCA)

*Additional Director
Bill clearing Agency
Government of India
Lucknow*
Bill-clearing Agency (BCA) would charge a processing fee @ 2% of claimed amount and service tax thereon with a minimum of Rs.12.50/- and maximum of Rs. 750/- per bill. CGHS reserves the right to revise these charges from time to time'

10. SUBMISSION OF HOSPITAL BILL – ORDER OF DOCUMENTS

The documents in bill should be arranged as per the following order:

- a) Copy of CGHS Card
- b) Copy of Permission Letter in non-emergencies / beneficiaries up to 75 yrs. age
- c) Emergency Certificate – with details
- d) Copy of the Discharge Summary- in detail –
- e) Copy of valid NABH/NABL certificate
- f) Hospital Bill for payment – consolidated followed by break-up bill in chronological order
- g) Legible Copy of day-to-day medical notes signed by treating Doctor and progress chart in chronological order
- h) Copies of investigation in chronological order
- i) Copy of invoice pertaining to Implant along with sticker if any- even if hospital purchased in bulk copy of invoice relevant to the batch number shall be enclosed.
- j) Any other relevant document

In case documents are not arranged in proper chronological order, the bill may be returned.

11. DISCOUNT ON MEDICINES & DISPOSABLES

The empanelled Hospitals shall agree to a minimum discount of 20% on the price of Medicines (including Chemotherapeutic Medicines)

12. PRESCRIPTION OF MEDICINES BY GENERIC NAME ONLY

MCI guidelines regarding prescribing drug must be followed. Hence, prescriptions of Specialists of empanelled HCOs must contain Generic name of the medicine on IPD / OPD Prescriptions.

Specialists of empanelled hospitals shall not prescribe medicines of equivocal value(not of proven value)and items that come under the category of nutritional substances and are prescribed for prophylaxis only.

13. CHEMOTHERAPY MEDICINES

Empanelled HCOs shall accept Chemotherapy medicines procured by CGHS; However, if, the Chemotherapy medicines are issued by HCO, they shall certify that the medicines were not issued through CGHS, failing which the bill is liable to be returned.

NOTIFICATION OF NODAL OFFICERS

Empanelled health care Organizations shall notify two Nodal officers for CGHS beneficiaries, one of them being of the rank of Deputy MS/Addl. MS, who can be contacted by CGHS beneficiaries in case of any eventuality.

INFORMATION TO BE PROVIDED TO THE BCA & CGHS BY HOSPITALS

EMERGENCY ADMISSIONS

The Hospital will intimate to the BCA and to CGHS within two (2) hours of such admission and the BCA will respond with due authorization in four (4) hours. Treatment in no case would be delayed or denied because authorization by the BCA is only confirmation of the e-workflow in respect of such patient. Post discharge, the hospital would upload bills and other documents as per requirement of CGHS within seventy-two (72) hours.

REFERRED ADMISSIONS

Where the CGHS beneficiary visits the hospital with a proper referral and authorization letter, the hospital will verify and submit information of admission to the BCA and to CGHS online. The BCA would respond with an authorization within four (4) hours. Post discharge, the hospital would upload bills and other documents as per requirement of CGHS within seventy-two (72) hours.

16. SUBMISSION OF BILLS TO BILL CLEARING AGENCY

In case of Pensioners, etc., where credit bills are sent to CGHS, the Private Empanelled health care Organizations shall submit electronic bill to the Bill Clearing Agency for processing of bills. However, the data shall be preserved by the hospitals as per the relevant rules and guidelines.

In case of serving employees, the bills shall be submitted to concerned department in case of employees of CGHS/DGHS & Ministry of Health & Family Welfare. In other cases of serving employees the beneficiaries would submit the claim to their concerned department.

17. PROCESSING OF CLAIMS/BILLS BY THE BCA

CGHS would ensure that subject to fulfillment of prescribed conditions, payment of hospital claims (admissible amount) is done expeditiously. Recoveries, if any, will be affected from future bills of health care Organizations.

The BCA during the course of the auditing will restrict the claims as per CGHS rules and regulations. BCA will also examine 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) Maintaining database of such information of CGHS beneficiaries for future use.
- (e) Whether the treatment procedures have been provided as per the approved rates and the packages.
- Whether procedures performed were only those for which permission has been granted

X S. D.
Deputy Medical Superintendent
& Administrative Officer
Rajbikhand Medical College & Hospital
Lucknow

The BCA shall record their findings and intimate the same to the Private Hospital concerned with a copy endorsed to CGHS authority of the city. The payment of the bill/claim to the Private Hospital concerned will be made directly by CGHS in respect of CGHS pensioner beneficiaries, etc.

18. MEDICAL AUDIT OF BILLS

There shall be a continuous Medical Audit of the services provided by the empanelled Private Hospital.

19. DUTIES AND RESPONSIBILITIES OF EMPANELLED HEALTH CARE ORGANIZATIONS

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

20. NON-ASSIGNMENT

The empanelled Hospital, Exclusive Eye Centre, Exclusive Dental clinic, Diagnostic Laboratory/ Imaging Centre 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/ Eye Centre/Dental clinic/ Diagnostic Centre from any liability or obligation under this agreement

21. EMPANELLED HEALTH CARE ORGANIZATION'S INTEGRITY AND OBLIGAITONS DURING AGREEMENT PERIOD

The empanelled Hospital, Exclusive Eye Centre, Exclusive Dental clinic, Diagnostic Laboratory/ Imaging 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, Exclusive Eye Centre, Exclusive Dental clinic, Diagnostic Laboratory/ Imaging Centre is obliged to act within its own authority and abide by the directives issued by the CGHS. The Hospital, Exclusive Eye Centre, Exclusive Dental clinic, Diagnostic Laboratory/ Imaging Centre is responsible for managing the activities of its personnel and will hold itself responsible for their misdemeanors, negligence, misconduct or deficiency in services, if any.

22. 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 valid for a period of 30 months i.e. six months beyond empanelment period to ensure efficient service and to safeguard against any default:

Hospitals/Cancer Units	Rs. 10.00 lac
Eye Centres	Rs.2.00 lac
Dental Clinics	Rs.2.00 lac
Diagnostic Centres	Rs. 2.00.lac

(PBG for charitable Organizations would be 50% of above amount)

In case of health Care Organizations already empanelled under CGHS they shall submit a new Performance Bank Guarantee after the validity of the existing performance guarantee is over.

23. 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 health care Organizations empanelled under CGHS 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 incorrect data report
7. refusal of credit to eligible beneficiaries and direct charging from them.
8. if not recommended by NABH/NABL/QCI at any stage

*Additional Director
Central Government Health Scheme
Lucknow
refusal of credit to eligible beneficiaries and direct charging from them.*

*Jai Jawa
Deputy Medical Superintendent
& Administrative Officer
Rohilkhand Medical College & Hospital
Bareilly*

9. discrimination against CGHS beneficiaries vis-à-vis general patients.

The amount of 15% of Performance Bank Guarantee will be forfeited and the CGHS shall have the right to de-recognize/ suspend empanelment of the health Care Organization 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.

The decision of the CGHS will be final.

24. LIQUIDATED DAMAGES

- a. The Hospital, Exclusive Eye Centre, Exclusive Dental clinic, Diagnostic Laboratory/ Imaging Centre 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 such as refusal of service or direct charging from 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, Exclusive Eye Centre, Exclusive Dental clinic, Diagnostic Laboratory/ Imaging Centre, the total amount of Performance Bank Guarantee will be forfeited and action will be taken for removing the Health Care Organization 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, Exclusive Eye Centre, Exclusive Dental clinic, Diagnostic Laboratory/ Imaging Centre and the CGHS shall have the right to issue a written warning to the health Care Organization not to do so in future. The recurrence, if any, will lead to the stoppage of referral to that particular Health Care Organization or suspension of empanelment from CGHS/ de-recognition from CGHS.

25. TERMINATION FOR DEFAULT

The CGHS 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:

If the empanelled Hospital, Exclusive Eye Centre, Exclusive Dental clinic, Diagnostic Laboratory/ Imaging Centre 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 CGHS pursuant to Condition of Agreement or If the Health Care Organization fails to perform any other obligation(s) under the Agreement.

If the Hospital, Exclusive Eye Centre, Exclusive Dental clinic, Diagnostic Laboratory/ Imaging Centre in the judgment of the CGHS has engaged in corrupt or fraudulent practices in competing for or in executing the Agreement.

26. INDEMNITY

*Deputy Medical Superintendent & Administrative Officer
Rohilkhand Medical College & Hospital
Barabanki
Additional
Central Government*

The empanelled Hospital, Exclusive Eye Centre, Exclusive Dental clinic, Diagnostic Laboratory/ Imaging Centre shall at all times, indemnify and 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 Health Care Organization 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), 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 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 negligence or misconduct.

The Health care Organization 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 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

27. 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, Exclusive Eye Centre, Exclusive Dental clinic, Diagnostic Laboratory/ Imaging Centre upon or in relation to or in connection with or arising out of the Agreement, shall be referred to for arbitration The provisions of the Arbitration and Conciliation Act, 1996 shall apply to the arbitration proceedings.

23. MISCELLANEOUS

- 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 Health Care Organization. The Health Care Organization shall work or perform their duties under this Agreement or otherwise.
- The Health Care Organization agrees that any liability arising due to any default or negligence in not represent or hold itself out as agent of the CGHS.
- The CGHS will not be responsible in any way for any negligence or misconduct of the Health Care Organization 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 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.
- The Hospital/ Exclusive Eye Centre/Exclusive Dental clinic/ Diagnostic Laboratory/ Imaging Centre 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.
- This Agreement can be modified or altered only on written agreement signed by both the parties.
- Should the Hospital/ Exclusive Eye Centre/Exclusive Dental clinic/ Diagnostic Laboratory/ Imaging 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 from the liability in respect of the services provided by the Health Care Organization during the period when the Agreement was in force.
- The Hospital, Exclusive Eye Centre, Exclusive Dental clinic, Diagnostic Laboratory/ Imaging Centre shall bear all expenses incidental to the preparation and stamping of this agreement.

29. OTHER SERVICES TO BE PROVIDED

The empanelled Private Health Care Organization will, on the request of CGHS, agree to provide training to CGHS medical, Para-medical and nursing staff.

Additional Director
Central Government Medical Scheme
Lokmanya

Yairi
Deputy Medical Superintendent
& Administrative Officer
Rohilkhand Medical College & Hospital
Bareilly

30. NOTICES

30.1 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.

CGHS: Additional Director CGHS, Ministry of Health & FW, Government of India of
Concerned CGHS City

Hospital with address:

Rohilkhand Medical College and Hospital, Opp Suresh
Sharma Nagar, Pilibhit Bypass Road, Bareilly

30.2 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 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

Additional Director, Central Government Health Scheme
Ministry of Health & Family Welfare, Government of India
For and on behalf of
The President of India

In the Presence of
(Witnesses)

1. RADAT Misra

2. A.K. Shukla

~~Additional Director~~
Central Government Health Scheme
Lucknow

Deputy Medical Superintendent & Administrative Officer
Rohilkhand Medical College & Hospital
Bareilly
For and on behalf of
Rohilkhand Medical College & Hospital
Duly authorized vide
Resolution No. 2022/12 dated 10.8.2022
of (name of Hospital)

173
In the presence of
(Witnesses)

1. Anuj

2. W.L. S

Sr. No - 5

ECHS



INDIA NON JUDICIAL
Government of Uttar Pradesh

e-Stamp

Certificate No. : IN-UP42346321226292T
Certificate Issued Date : 03-Mar-2021 04:17 PM
Account Reference : NEWIMPACC (SV)/ up14223604/ BAREILLY SADAR/ UP-BLY
Unique Doc. Reference : SUBIN-UPUP1422360473084273458709T
Purchased by : ROHILKHAND EDUCATIONAL CHARITABLE TRUST
Description of Document : Article 19 Certificate or other Document
Property Description : Not Applicable
Consideration Price (Rs.) :
First Party : ROHILKHAND EDUCATIONAL CHARITABLE TRUST
Second Party : Not Applicable
Stamp Duty Paid By : ROHILKHAND EDUCATIONAL CHARITABLE TRUST
Stamp Duty Amount(Rs.) : 100
(One Hundred only)

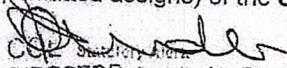


MEMORANDUM OF AGREEMENT

An agreement made and entered into on this 12th day of Sep 2022 (month & year) between the President of India, acting through Director, Regional Centre ECHS, Bareilly (Station), for Ex Servicemen Contributory Health Scheme, (hereinafter called "ECHS" which expression, unless excluded by or repugnant to the subject or context, shall include its successors-in-office and assigns) of the First Part

AND

Dr Faiz Shamsi S/o Mr. Ziaur Rehman the authorized signatory of Rohilkhand Medical College and Hospital (hereinafter called ("Hospital, Diagnostic Centre, Dental Centre/Lab, Imaging Centre, Exclusive Eye Centre, Nursing Home, Hospices, Rehab Centre, Physiotherapy Centre, etc) which expression unless excluded by or repugnant to the subject or context, shall mean to include its legal representative, successors and permitted assigns) of the Second Part.


COP Station Area
DIRECTOR
REGIONAL CENTRE ECHS

Administrative Officer
Rohilkhand Medical College & Hospital
Bareilly

Dr. Faiz Shamsi
Authorized Signatory

134

WHEREAS Rohilkhand Medical College and Hospital, Bareilly (name of corporate body/firm/trust/owner of medical facility), had applied for Empanelment under ECHS for treatment of the members of ECHS and their dependent beneficiaries, and ECHS proposes to extend empanelment to Rohilkhand Medical College and Hospital, Bareilly (name of Hospital, Diagnostic Centre, Dental Centre/Lab, Imaging Centre, Exclusive Eye Centre, Nursing home, Hospices, Rehab Centre, Physiotherapy Centre, etc) for treatment of ECHS members and their dependent beneficiaries for the treatment / diagnostic facilities as given in the Annexure II of Appendix A to Government Sanction Letter No

22 B(03)2020 WE/D (Rev-1) dated 02 Jul 2020.

The said MoA shall be effective/ in operation with effect from 19 Sep 2022 (date with year) (i.e. Day of signing of MoA).

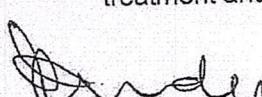
NOW, THEREFORE, IT IS HEREBY AGREED between the Parties as follows: -

1. List of Appendices and Annexure. Under mentioned Appendices and Annexure shall deemed to be an integral part of this Agreement: -

- (a) **Appendix – A** Admissions, treatment and rates in empanelled hospitals
- (b) **Appendix – B.** Procedure for taking action against medical facilities empanelled with ECHS.
- (c) **Appendix – C.** Agreement with respect to the Online Bill Processing.
- (d) **Appendix – D.** Format for Feedback on Empanelled Medical Facilities.
- (d) **Annexure – I.** List of Polyclinics which are authorized to issue the referral form.
- (e) **Annexure – II.** Attested photocopy of the relevant Annexure to the Government Sanction Letter for Empanelment giving out the facilities for which the hospital / diagnostic / imaging facility is empanelled for.
- (f) **Annexure – III.** Rate List (CGHS /Negotiated rates provided less than CGHS rates/ECHS rates).

2. Definitions and Interpretations. The following terms and expressions shall have the following meanings for purposes of this Agreement: -

- (a) "Agreement" shall mean this Agreement and all Schedules, supplements, appendices, appendages and modifications thereof made in accordance with the terms of this Agreement.
- (b) "Medical Facility" shall mean Hospital, Diagnostic Centre, Dental Centre/Lab, Imaging Centre, Exclusive Eye Centre, Nursing home, Hospices, Rehab Centre, Physiotherapy Centre etc under this agreement providing medical investigation, treatment and the health care for ECHS beneficiaries.


COL
DIRECTOR
REGIONAL CENTRE (ECHS)

faiz shamsi
Dr. Faiz Shamsi
Authorized Signatory

Administrative Officer
Rohilkhand Medical College & Hospital
Bareilly

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WHÉREAS Rohilkhand Medical College and Hospital (name of corporate body/firm/trust/owner of medical facility), had applied for Empanelment under ECHS for treatment of the members of ECHS and their dependent beneficiaries, and ECHS proposes to extend empanelment to _____ (name of Hospital, Diagnostic Centre, Dental Centre/Lab, Imaging Centre, Exclusive Eye Centre, Nursing home, Hospices, Rehab Centre, Physiotherapy Centre, etc) for treatment of ECHS members and their dependent beneficiaries for the treatment / diagnostic facilities as given in the **Annexure II of Appendix A** to Government Sanction Letter No _____ dated _____.

The said MoA shall be effective/ in operation with effect from _____ (date with year) (i.e. Day of signing of MoA).

NOW, THEREFORE, IT IS HEREBY AGREED between the Parties as follows:-

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Shinde
DIRECTOR
REGIONAL CENTRE (ECHS)
BAREILLY

Faiz Shamsi
Dr. Faiz Shamsi
Authorized Signatory
Administrative Officer
Rohilkhand Medical College & Hospital
Bareilly

(c) "Benefit" shall mean the extent or degree of service the beneficiaries are entitled to receive as per the policies/rulings issued by Central Org ECHS/Govt of India (MoD).

(d) "Bill Processing Agency" (BPA) means the agency appointed by ECHS for processing of Bills/ Data of all ECHS beneficiaries attending the empanelled Private medical facilities.

(e) "Card" shall mean the ECHS Card / authorisation document issued by ECHS authority.

(f) "Card Holder" shall mean an entitled person having a ECHS Card/authorisation document.

(g) "ECHS Beneficiary" shall mean a person who is eligible for coverage of ECHS and holds a valid ECHS card/authorisation document for the benefit.

(h) "Coverage" shall mean the financial limit under ECHS scheme for treatment of ECHS beneficiaries. Scheme being cap less and cashless, no charges will be levied on ECHS beneficiary by Empanelled medical facility even in emergency, when ECHS beneficiary gets admitted/treated for a particular specialty which is not empanelled.

(i) "Diagnostic Center" shall mean the (Name of the Diagnostic Center) performing tests/Investigations.

(k) "Imaging Centre" shall mean the (Name of the Imaging Centre) performing X-ray, CT Scan, MRI, USG, etc.

(l) **Emergency.** 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 of the patient.

(m) "Empanelment" shall mean the hospitals, exclusive eye Hospital, Diagnostic Centre, Dental Centre/Lab, Imaging Centre, Exclusive Eye Centre, Nursing home, Hospices, Rehab Centre, Physiotherapy Centre, etc authorized by the ECHS for treatment/ investigation purposes for a particular period.

(n) "Dis-empanelment of Medical Facility" shall mean removal of Empanelled medical facility on account of adopting unethical practices or fraudulent means in providing medical treatment to ECHS beneficiary or not following the good industry practices of the health care for the ECHS beneficiaries or violation of MoA or being beyond the requirement of ECHS as decided by Central Org, ECHS.

(o) "Party" shall mean either the ECHS or the medical facility and "Parties" shall mean both the ECHS and the medical facility.

(p) "Health Care Organisation (HCO)" shall mean the (name of the hospital) while performing under this Agreement providing medical investigation, treatment and the healthcare of human beings.

COL
DIRECTOR
REGIONAL CENTRE (ECHS)

Naik
Dr. Faiz Shamsi
Authorized Signatory

Administrative Officer
Rohilkhand Medical College & Hospital
Roorkee

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Conditions for Providing Treatment/Services

3. **General Conditions.** The following will be governed in general conditions:-

- (a) The hospitals, exclusive eye Hospital, Diagnostic Centre, Dental Centre/Lab, Imaging Centre, Exclusive Eye Centre, Nursing home, Hospices, Rehab Centre, Physiotherapy Centre, etc shall be empanelled for all facilities/services available in the healthcare organisation as approved by NABH/NABL/QCI and shall not be empanelled for the selected specialties/facilities.
- (b) Hospital being NABH/NABL Accredited, would offer all the services within NABH/NABL Scope to ECHS beneficiaries in order to claim NABH/NABL rates, failing which, they will be entitled for Non-NABH/Non-NABL rates.
- (c) The Hospital will be paid NABH/NABL rates subject to continued accreditation by NABH/NABL. If renewal of NABH/NABL Accreditation is not submitted prior to the expiry of current scope, Hospital will be paid Non NABH/Non NABL rates. Renewed NABH/NABL Scope will be ratified by MoD in the form of GL Note to enable payment at NABH/NABL rates.
- (d) The hospitals, exclusive eye Hospital, Diagnostic Centre, Dental Centre/Lab, Imaging Centre, Exclusive Eye Centre, Nursing home, Hospices, Rehab Centre, Physiotherapy Centre, etc shall investigate/treat the ECHS beneficiary only for the condition for which they are referred with due authorisation letter.
- (d) In case of unforeseen emergency of these patient during admission for approved 'procedure, 'provisions of emergency treatment' shall be applicable.
- (e) It is agreed that ECHS beneficiaries shall be attended to on PRIORITY.
- (f) ECHS has the right to monitor the treatment provided in the HCO.

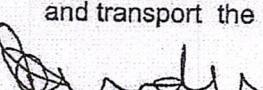
4. **CGHS empanelled hospitals on empanelment with ECHS will adhere only to the ECHS empanelment norms for ECHS beneficiaries.**

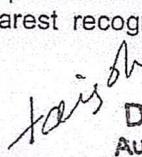
5. **Authorisation Letter for Treatment.** The treatment/procedure shall be performed on the basis of the authorisation letter issued by the concerned ECHS Polyclinic and on the production of a valid ECHS card by the beneficiary.

6. **Investigation Prior to Admission.** All investigations regarding fitness for the surgery will be done prior to the admission for any elective procedure as a part of package.

7. **Additional Procedure/Investigation.** For any material / additional procedure / investigation other than the condition for which the patient was initially permitted, would require the permission of the competent authority except in the emergency.

8. **Procedure Where Referred Case Needs Specialised Treatment Not Available in The Hospital.** HCO shall not undertake treatment of referred cases in specialities 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 ECHS


COL
DIRECTOR
REGIONAL CENTRE (ECHS)


Dr. Faiz Shamsi
Authorized Signatory
Administrative Officer
Rohilkhand Medical College & Hospital
Bareilly

authorities. However, in such cases the Hospital will charge as per the CGHS rates only for the treatment provided.

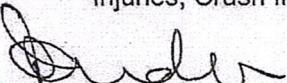
9. **Admissions, Treatment and Rates in Empanelled Hospitals.** Admission, treatment and rates in empanelled hospitals will be guided by the provisions mentioned in Appendix A.

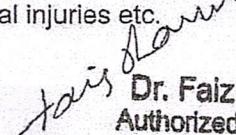
10. **Revision of Rates.** The medical facility is not at liberty to revise the rates suo moto. The Rates fixed by the CGHS/ECHS shall continue to hold good unless revised. In case the notified rates are not acceptable to the empanelled medical facility, or for any other reason, the medical facility no longer wishes to continue on the list under ECHS, it can apply for exclusion/removal from the panel by giving 30 days notice. However, for patients undergoing treatment in the hospital shall continue to avail the treatment till the individual is discharged.

Emergency Admission

11. In emergency, patient shall be admitted and life & limb saving treatment will be given on production of ECHS card by the members, even in the absence of referral form. In emergency the hospital will not refuse admission or demand an advance payment from the beneficiary or his family member or a pensioner availing ECHS facilities. The refusal to provide the treatment to bona fide ECHS beneficiaries in emergency cases and other eligible categories of beneficiaries on credit basis, without valid ground, would attract disqualification for continuation of empanelment. The treatment should not be delayed even if the ECHS beneficiary is not in possession of the ECHS card which can be brought later. All emergencies will be treated on cashless basis till stabilization even if the specialty concerned for management of the case is not empanelled. The hospital will inform the nearest Polyclinic / Online about such emergency admission within 02 (Two) hours or as amended from time to time. Payments will NOT be recovered from ECHS patient in such cases. The following ailments may be treated as an **emergency which is illustrative only and not exhaustive**, depending on the condition of the patient:-

- (a) Acute Cardiac Conditions/Syndromes including Myocardial Infarction, Unstable Angina, Ventricular Arrhythmias, Paroxysmal Supraventricular Tachycardia, Cardiac Tamponade. Acute Left Ventricular Failure/Severe Congestive Cardiac Failure. Accelerated hypertension, complete dissection of Aorta etc.
- (b) Vascular Catastrophies including Acute limb ischemia, Rupture of aneurysm, medical & surgical shock and peripheral circulatory failure.
- (c) Cerebro-Vascular Accidents including strokes, neurological emergencies including coma, cerebro-meningeal infections, convulsions, acute paralysis, acute visual loss.
- (d) Acute Respiratory Emergencies including Respiratory failure and de-compensated lung disease.
- (e) Acute abdomen including acute obstetrical and gynecological emergencies.
- (f) Life threatening injuries including Road traffic accidents, Head injuries, Multiple Injuries, Crush Injuries and thermal injuries etc.


COL
DIRECTOR
REGIONAL CENTRE (ECHS)


Dr. Faiz Shamshi
Authorized Signatory

Administrative Officer
Rohilkhand Medical College & Hospital
Bareilly

- (g) Acute poisonings, Monkey/Dog and snake bite.
- (h) Acute endocrine emergencies including Diabetic Ketoacidosis.
- (i) Heat stroke and cold injuries of life threatening nature.
- (j) Acute Renal Failure.
- (l) Severe infections leading to life threatening sequelae including Septicemia, disseminated/ military tuberculosis etc.
- (m) Acute Manifestation of Psychiatric disorders. [Refer Appx 'D' of Central Organisation letter No B/49778/AG/ECHS/Policy dated 13 Nov 2007].
- (n) Dialysis treatment.
- (o) Any other condition in which delay could result in loss of life or limb. In all cases of emergency, the onus of proof lies with the Empanelled hospital.

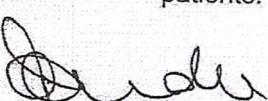
12. **Appropriateness of Emergency.** The nature and appropriateness of the emergency is subject to verification, which may be verified, inspected or medically audited by the nominated authority including while processing of hospital bills. In case emergency is not proved, disciplinary action against the medical facility may be initiated including penal deductions.

13. **"Entitlements for Various Types of Wards".** ECHS beneficiaries are entitled to facilities of private, semi-private or general ward as per category given below as per GoI/MoD letter No 22D(04)/2010/WE/D(Res-I) dt 29 Dec 2017 :-

Ser No	Category	Ward Entitlement
(i)	Recruit to Havs & equivalent in Navy & Air Force	General
(ii)	Nb Sub/ Sub/ Sub Maj or equivalent in Navy & AF (including Hony Nb Sub/ MACP Nb Sub and Hony Lt/ Capt)	Semi Private
(iii)	All officers	Private

Definitions of Wards are as Under:-

- (a) **Private Ward.** Private ward is defined as hospital room where single patient is accommodated and which has an attached toilet (lavatory and bath). The room should have furnishings 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.** Semi Private Ward is defined as a hospital room where two to three patients are accommodated and which has attached toilet facilities and necessary furnishing.
- (c) **General Ward** General ward is defined as a hall that accommodates four to ten patients.


COL
DIRECTOR
REGIONAL CENTRE (ECHS)

Yours truly
Dr. Faiz Shamsi
Authorized Signatory

Administrative Officer
Rohilkhand Medical College & Hospital
Bareilly

Treatment in higher Category of accommodation than the entitled category is not permissible except if on payment to hospital by beneficiary of the difference between entitled category rates and the actually availed rates on the beneficiaries choice.

Information to Be Provided to The BPA by Hospitals

14. **Emergency Admissions.** Hospital will intimate to the BPA and to ECHS within two (02) hours of such admission and the BPA will respond with due authorisation in four (04) hours. Treatment in no case would be delayed or denied because authorisation by the BPA is only confirmation of the e-work flow in respect of such patient. Post discharge the hospital would upload bills and other documents as the requirements of ECHS within the time lines laid down.

15. **Referred Admissions.** Where the ECHS beneficiary visits the hosp with a proper referral and authorisation letter, the hospital will verify and submit information of admission to the BPA and to ECHS online. The BPA would respond with an authorisation within four (04) hours. Post discharge the hospital would upload bills and other documents as per the requirements of ECHS within the time lines laid down.

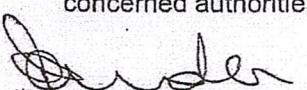
16. **Processing of Claims/Bills By The BPA.** The BPA during the course of auditing will restrict the claims as per ECHS/CGHS/Govt of India (MoD) rules and regulations. BPA will also examine in terms of following:-

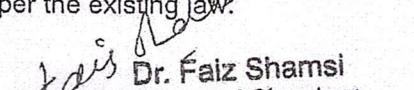
- (a) Appropriateness of treatment including screening of patients records to identify unnecessary admissions and unwarranted treatments.
- (b) Whether the planned treatment is shown as emergency treatment.
- (c) Whether the diagnostic medical or surgical procedures that were not required were conducted by hospital including unnecessary investigations.
- (d) Maintaining database of such information of ECHS beneficiaries for future use.
- (e) Whether the treatment procedures have been provided as per the approved rates and the packages.
- (f) Whether procedures performed were only those for which permission has been granted.

17. Procedure for taking action against medical facilities empanelled with ECHS will be governed vide MoD/DoESW letter No. 25(02)/2018/WE/D(Res-1) dated 10.10.2019 given in Appendix B.

Duties and Responsibilities of Empanelled HCO

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


Dr. Faiz Shamsi
DIRECTOR
RECIPIENT DIVISION


Dr. Faiz Shamsi
Authorized Signatory
Administrative Officer
Rohilkhand Medical College & Hospital

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

20. **Services Being Provided by Hosp.** Rohilkhand Medical College and Hospital (Name of Medical facility) NABH/NON NABH/NABL/NON NABL, is recognized under ECHS for treatment of the ECHS members and their dependant beneficiaries for **Services attached at Annexure II (Copy of the relevant Annexure to the Government Sanction Letter to be attached)** (subject to the conditions hereinafter mentioned) NABH hospital to get NABL rates and their integrated laboratory have to be NABL accreditated. The hospitals would follow the rules and procedures as mentioned in the Policies uploaded on the ECHS Site (www.echs.gov.in) including SOP for Online Billing / Authentication / integration with other application of ECHS and amendments issued from time to time. ECHS has all rights to install any equipment/device in the premises of empanelled medical facilities for the benefit of ECHS beneficiaries. Necessary support including expenditure on infrastructure and manpower will be provided by the concerned Medical Facilities by given date without any additional lien on agreed MoA. The facility will be developed by the empanelled facility by the date and time as specified by Central Org ECHS.

21. **Notification of Nodal Officers.** Empanelled hospital shall notify three Nodal officers for ECHS beneficiaries, one of them must be holding the designation of owner/CEO, who can be contacted by ECHS beneficiaries in case of any eventuality. Any change in these Nodal officers must be intimated to the Regional Centre immediately so that the respective Polyclinics can be informed of the same. These details must also be displayed boldly at the reception of the empanelled hospital.

The name, designation, email id and mobile number of the Nodal Officers will be specified as under:-

Ser No	Name	Designation	Mobile No	Email ID
(a)	Dr Keshav Agarwal	Owner/CEO	05812526011	rsbyrmch@gmail.com
(b)	Dr Bhushan Kumar	MS/Dy MS/Addl MS	05812526012	rsbyrmch@gmail.com
(c)	Dr Faiz Shamsi	Corporate Affairs/ Auth Signatory	8171790347	rsbyrmch@gmail.com

22. **Annual Report.** HCO will submit an annual report regarding number of referrals received, admitted ECHS beneficiaries, bills submitted to the ECHS and payment received, details of monthly report submitted to the Additional Directors/Joint Additional Directors ECHS of concerned city. Annual audit report of the hospitals will also be submitted along with the statement. HCO shall submit all the medical records in digital format.

23. **EMR (Electronic Medical Records)/ EHR (Electronic Health Reports).** The empanelled Health Care Organization (Except Eye Hospital/Centre, Dental Clinics, Diagnostic Lab/Imaging Centres) shall have to implement Electronic Medical Records and EHR as per the standards and guidelines approved by Ministry of Health & Family Welfare within one year of its empanelment.

Deputy
COL
DIRECTOR
REGIONAL CENTRE (ECHS)

Kot
Administrative Officer
Rohilkhand Medical College & Hospital
Bareilly

24. **No Commercial Publicity.** HCO will not make any commercial publicity projecting the name of ECHS. However, the fact of empanelment under ECHS shall be displayed at the premises of the empanelled Health Care Organisation.

25. **Meetings.** Authorized signatory / representative of the empanelled hospital shall attend the periodic meetings held by Regional Centre required in connection with improvement of working conditions and for Redressal of Grievances. Concerned billing staff must also attend such periodic interactive sessions conducted by the Regional Centre so as to resolve the outstanding issues.

26. **Inspections.** There shall be continuous Medical Audit of the services provided by the empanelled medical facility. During the visit by authorized representative of Polyclinics/ Stn Cdrs/ Regional Centres/ Central Organisation including BPA, the empanelled medical facility authorities will cooperate in carrying out the inspection. It shall be the duty and responsibility of the empanelled medical facility (Hospital, Diagnostic Centre, Dental Centre/Lab, Imaging Centre, Exclusive Eye Centre, Nursing home, Hospices, Rehab Centre, Physiotherapy Centre) 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".

27. **Integrity and Obligations of Empanelled Medical Facilities During Agreement Period.** The empanelled medical facility 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 medical facility is obliged to act within its own authority and abide by the directives issued by the ECHS. The medical facility is responsible for managing the activities of its personnel and will hold itself responsible for their misdemeanors, negligence, misconduct or deficiency in services, if any.

28. **Application Form for Empanelment.** The terms and conditions stipulated in the Application for Empanelment with ECHS shall be read as part of this agreement.

29. **Agreement with respect to the Online Bill Processing & Patient Feedback.** The medical facility must abide by the instructions as given at **Appendix C** i.e. Agreement with respect to the Online Bill Processing. The Bill Processing fees will be charged as per the rates given in the above mentioned Appendix. ECHS reserves the right to revise these charges from time to time. All digitally signed bills will be uploaded on BPA's portal and the summary of final bills will be authenticated and duly signed alongwith Mobile Number by the primary beneficiary or any of the dependent holding a valid ECHS card. For Diagnostic labs having multiple collection centre and providing reports online, the referral issued by polyclinic will be authenticated and duly signed alongwith the Mobile Number by the beneficiary on the referral at the time of collection of sample. The same will be uploaded on the BPA portal. All IPD patients will be provided feedback proforma as per format given at **Appendix D**. The feedback proforma is to be obtained from the patient or any of the dependent holding a valid ECHS card. The feedback proforma is mandatorily to be attached with the bills on the BPA portal, failing which the claim will be forwarded to NMI basket. A Mobile Application for ECHS beneficiaries is also being developed which will enable beneficiaries to submit feedback through online mode which will be integrated with the BPA portal.

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Joint Sign
Dr. Faiz Shamsi
Authorized Signatory
Administrative Officer
Rohilkhand Medical College & Hospital
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30. The hospital shall raise bills in the BPA portal online in respect of the treated ECHS members, within seven days of the completion of the treatment/discharge of the patient or last OPD date.

31. **TDS.** Tax deduction at source as per Section 194J of the Income Tax Act, 1961 for Technical (Medical Expense) and professional Services fee for bills submitted for payment, shall be deducted after processing for reimbursement. Any other instructions issued by Govt authorities are binding.

32. **Changes in Infrastructure / Staff To Be Notified To ECHS.** The medical facility shall immediately communicate to Regional Centre about any closure of empanelled facility/renovation of infrastructure/shifting of premises. The empanelment will be temporarily withheld in case of shifting of the facility to any other location. The new establishment of the same Hospital shall attract a fresh certification from QCI/NABH/NABL etc. for consideration of continuation of empanelment.

33. **Retention of Payment.** The ECHS shall have a lien and also reserves the right to retain and set off against any sum which may, from time to time be due to and payable to the hospital hereunder, any claim which the ECHS may have against the hospital under this or any other agreement. Retention of payment for audit liabilities/beneficiary liabilities or any other liability will be done by ECHS. In case dues against the empanelled facility is higher than the credit facility, empanelled facility will ensure payment.

34. **Audit by ECHS.** The hospital shall provide access to the financial and medical records for assessment and review by medical and financial auditors of the ECHS, as and when required and the decision of ECHS on necessity or requirement shall be final. Any third party / internal organisation hired / ordered by ECHS authorities to carry out surprise inspection / audit of the facility will be provided access to Medical as well as financial records by the empanelled hospitals. All medical documents / records / bills pertaining to the ECHS beneficiary will be retained in hard copy as well as soft copy till finalization of audit by CAG / CDA. No record shall be destroyed without obtaining written confirmation from Central Organisation ECHS.

35. **Performance Bank Guarantee(PBG).** Healthcare organisations that are recommended for empanelment after the initial assessment shall also have to furnish a Performance Bank Guarantee valid for a period of 30 months, i.e six months beyond empanelment period to ensure efficient service and to safeguard against any default. Following PBG will be applicable:-

- (a) For CGHS covered cities/areas the PBG rates would be same as in the CGHS.
- (b) For non CGHS covered cities/area/other cities/Nepal the following graded PBG system will be as follows:-

(i) Hospitals	-	Rs 02 Lakhs
(ii) Eye/Dental/Physio Centres, Diagnostic/Imaging Labs	-	Rs 50,000/- (0.5 Lakhs)
(PBG for charitable organizations would be 50% of above amount)		

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Dr. Faiz Shamsi
Authorized Signatory
Administrative Officer
Rohilkhand Medical College & Hospital

36. **Forfeiture of PBG.** Action to be taken against hospitals regarding Forfeiture of PBG is indicated in Appendix B.

37. The Performance Bank Guarantee shall be forfeited and the ECHS shall have the right to de-recognize the medical facility as the case may be. Such action could be initiated on the basis of a complaint, input from other sources, medical audit or inspections carried out by ECHS teams at random. The decision of the Ministry of Defense, Department of ESW in this regard shall be final.

38. **Indemnity.** The empanelled medical facility shall at all times, indemnify and keep indemnified ECHS / 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 medical facility in execution of or in connection with the services under this Agreement and against any loss or damage to ECHS/the Government in consequence to any action or suit being brought against the ECHS / the Government, alongwith (or otherwise), medical facility as a Party for anything done or purported to be done in the course of the execution of this Agreement. The medical facility will at all times abide by the job safety measures and other statutory requirements prevalent in India and will keep free and indemnify the ECHS from all demands or responsibilities arising from accidents or loss of life, the cause or result of which is the medical facility negligence or misconduct. The medical facility will pay all indemnities arising from such incidents without any extra cost to ECHS and will not hold the ECHS responsible or obligated. ECHS / the Government may at its discretion and shall always be entirely at the cost of the medical facility defend such suit, either jointly with the medical facility enter or singly in case the latter chooses not to defend the case.

39. **Dissolution of Partnership.** Should the medical facility get wound up or partnership is dissolved, the ECHS shall have the right to terminate the Agreement. The termination of Agreement shall not relieve the medical facility or their heirs and legal representatives from the liability in respect of the services provided by the medical facility during the period when the Agreement was in force. The medical facility shall notify the Regional Centre 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.

40. **Modification to Agreement.** This agreement may be modified or altered only after written confirmation from Central Org ECHS.

41. **Termination of Agreement.** The Regional Centre will obtain written concurrence of the Central Organisation, ECHS before taking the any decision of terminating the Agreement. The ECHS may, without prejudice to any other remedy for breach of Agreement, by written notice of default sent to the medical facility terminate the Agreement in whole or part without assigning any reason after giving 30 days notice:-

(a) **Termination for Default.**

(i) If the empanelled medical facility 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 ECHS pursuant to Condition of Agreement.

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Dr. Falz Shamsi
Authorized Signatory

Administrative Officer
Rohilkhand Medical College & Hospital
Bareilly

Bareilly
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(ii) If the medical facility in the judgment of the ECHS has engaged in corrupt or fraudulent practices in competing for or in executing the Agreement.

(iii) **Bribe or Malpractice.** In the event of any bribes, commission, gifts or advantage being given, promised or offered by or on behalf of the medical facility or any of them for their agent or anyone else on their behalf to any member, the family of any member or representative of the ECHS in relation to the obtaining or execution of this or any other Agreement with the ECHS, then the ECHS shall, notwithstanding any criminal liability which the medical facility may incur, cancel and/or terminate this Agreement and/or any other agreement entered into by the ECHS holding the medical facility liable for any loss or damages resulting from any such cancellation. Any question or dispute as to the commission of any offence under this clause shall be decided by the ECHS in such manner and in such evidence of information as it shall think fit and sufficient and its decision shall be final, conclusive and binding upon the medical facility.

(iv) In case of any wrong doings as specified in Memorandum of Agreement by one medical facility of a particular group, ECHS reserves the right to remove all empanelled medical facility of that particular group from its empanelled list of medical facility.

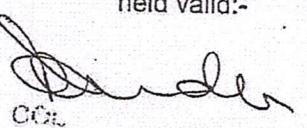
(v) If the medical facility fails to perform any other obligation(s) under the Agreement.

(b) **Dis-Empanelment.** Appropriate action, including removal from ECHS empanelment and / or termination of this Agreement, may be initiated on the basis of a complaint, medical audit or inspections carried out by ECHS teams / appointed BPA (Bill Processing Agency).

(c) **Notice for Termination of Agreement.** The Agreement may be terminated by either party serving 30 days notice in writing, upon the other party and the notice given by the EHCS shall be valid if given and signed by the competent authority on behalf of the ECHS.

(d) **Authority to Issue Notice.** Subject as otherwise, provided in this contract, all notices may be given or taken by the ECHS or by any officer for the time being entrusted with functions of ECHS.

(e) **Delivery of Notices.** All notice and reference hereunder shall be deemed to have been duly served and given to the medical facility if delivered to the medical facility or their authorized agent or sent by registered post/speed post to the address of the hospital stated hereinbefore and to the ECHS if delivered to the Director, Regional Centre ECHS or sent by registered post/speed post or left at his office during office hours on any working days. Any notice given by one party to the other pursuant to this Agreement shall be sent to other party in writing by registered post to the other Party's address as below (in case of change in address, the same will be informed immediately to the other Party). The confirmation for this effect/ delivery notice be given on email or any other digital means of communications will also be held valid:-


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DIRECTOR
REGIONAL CENTRE ECHS.

fair day
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Authorized Signatory
Administrative Officer
Rohilkhand Medical College & Hospital
Bareilly

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Address of Medical Facility	Address of the Regional Centre
Rohilkhand Medical College and Hospital Opp. Swarsh Sharma Nagar, Pilibhit Bypass Road, Bareilly Pin - 243006	Regional Centre ECHS Bareilly Opp to KV No 2 Near Natraj Cinema Bareilly Cantt Bareilly PIN-243001

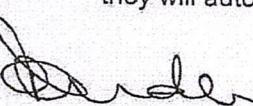
42. **Arbitration.** Any dispute or difference whatsoever arising between the parties to this agreement out of our relating to the construction, meaning, scope, operation or effect of this agreement or the validity of the breach thereof shall be resolved between the empanelled facility and the Regional Centre with mutual deliberation. If any of the party is not satisfied, the matter will be referred to Central Org ECHS for arbitration by mutual deliberation. Even after this, if the issue remains unresolved, it will be referred to an arbitrator to be appointed by mutual consent of both parties herein. If the parties cannot agree on appointment of the Arbitrator within a period of one month from notification by one party to the other of existence of such dispute, then the Arbitrator shall be nominated by the Secretary, Department of Legal Affairs, Ministry of Law and Justice. The provisions of the arbitration and conciliation Act, 1996 will be applicable and the award made hereunder shall be final and binding upon the parties hereto, subject to legal remedies available under the law. Such differences shall be deemed to be a submission to arbitration under the Indian Arbitration and Conciliations Act, 1996, or of any modifications, Rules or reenactments thereof. The Arbitration proceedings will be held at New Delhi. Non adherence of this process will be considered adequate for termination of contract after 30 days notice.

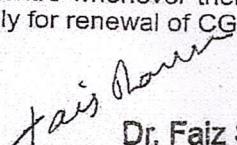
43. **Administrative Cost.** The administrative cost of the documentation and creation of all infrastructure including manpower & hardware resources and bandwidth as well as recurring and all other expenses required by the medical facility for the purpose of this Agreement shall be borne by the medical facility.

44. **Retention of Agreement.** The Original copy of this Agreement shall be kept at the office of Director, Regional Center ECHS, Bareilly and a true copy shall be retained in the office of the medical facility. One extra copy to be provided at CO ECHS. Once digilocker concept is implemented, the docs can be kept in dig locker as well.

45. **Duration of Agreement.** This Agreement shall remain in force for a period of 02 years from 19 Sep 2022 (Day of signing of MoA) to 18 Sep 2024 (date), extendable on mutual agreement depending upon under mentioned conditions (whichever is the earliest) :-

- (a) Two years or
- (b) Till the Performance Bank Guarantee is valid or
- (c) In case of CGHS Empanelled medical facilities, the date till empanelment with CGHS is valid. In case of CGHS Empanelled medical facilities, such medical facilities will inform the Regional Centre whenever their CGHS Empanelment expires and that they will automatically apply for renewal of CGHS Empanelment.


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 Dr. Faiz Shamsi
 Authorized Signatory

Administrative Officer
 Rohilkhand Medical College & Hospital
 Bareilly

2 (d) Till central/ State Govt does not suspend/terminate the facilities for conduct of medical business.

46. The empanelled facility will give copy of all diagnostic tests results, incl MRI/X-Ray/USG etc alongwith treatment rendered besides discharge summary and summary of bills to the beneficiary for further management of patient without any extra cost.

Miscellaneous

47. In addition to the above the following miscellaneous aspects will be applicable:-

(a) The healthcare organisation agrees that any liability arising due to any default or negligence will not represent or hold itself as agent of the ECHS.

(b) ECHS will not be responsible in any way for any negligence or misconduct of the healthcare organisation and its employees for any accident, injury or damage sustained or suffered by any ECHS 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 and rendering such services.

(c) Hospitals, exclusive eye Hospital, Diagnostic Centre, Dental Centre/Lab, Imaging Centre, Exclusive Eye Centre, Nursing home, Hospices, Rehab Centre, Physiotherapy Centre, etc shall notify to the ECHS of any material change in the status where such change would have an impact on the performance of obligation under this Agreement.

(d) This Agreement can be modify or altered only on written Agreement signed by both the parties.

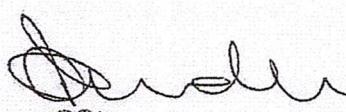
(e) Should the hospitals, exclusive eye Hospital, Diagnostic Centre, Dental Centre/Lab, Imaging Centre, Exclusive Eye Centre, Nursing home, Hospices, Rehab Centre, Physiotherapy Centre, etc get wound up or partnership is dissolve, ECHS shall have the right to terminate the Agreement. The termination of agreement shall not relieve the hospital or their heirs and legal representatives from the liability in respect of the services provided by the Healthcare organisation during the period when the Agreement was in force.

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Dr. Faiz Shamsi
Authorized Signatory

Administrative Officer
Rohilkhand Medical College & Hospital
Bareilly

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REGIONAL CENTRE (ECHS)
REILLY

In witness whereof, Director, Regional Centre ECHS, Bareilly for and on behalf of the President of India and the above named medical facility have hereunto set their respective hands and seal the date and year first above written.

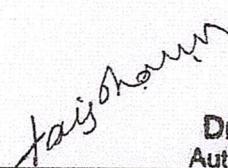


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DIRECTOR

REGIONAL CENTRE ECHS

Signature of Director, Regional Centre ECHS
Bareilly, for and in behalf of the President
India (With stamp of Name & Designation)



Dr. Faiz Shamsi
Authorized Signatory

Signature of Authorised Signatory of
the Hosp (With Stamp of name & of
Designation)

Dr Faiz Shamsi
Deputy Medical Superintendent
and Administrative officer

Administrative Officer
Rohilkhand Medical College & Hospital
Bareilly



Witness of the signature of Director,
Regional Centre ECHS Bareilly,

(With Stamp of Name & Designation)

Witness of the signatory of the hosp
With Stamp of Name & Designation)

Annexure-I

(Refers to Paragraph 1 of Appendix
A of Memorandum of

LIST OF POLYCLINICS UNDER THE REGIONAL CENTRE BREILLY

The following Polyclinics are authorized to issue referrals directly to the Empanelled Medical Facilities (Due to change in command & control matrix, grouping of Polyclinics under a Regional Center, ECHS may change and therefore the facility will remain open only to those Polyclinics which are under concerned Regional Centre unless otherwise specified):-

- (a) Bareilly
- (b) Moradabad
- (c) Rampur
- (d) Badaun
- (e) Agra
- (f) Firozabad
- (g) Mainpuri
- (h) Etah
- (j) Bulandshahr
- (k) Meerut
- (l) Bijnor
- (m) Baghpat
- (n) Muzaffarnagar
- (o) Shahjahanpur
- (p) Haldwani
- (q) Rudrapur
- (r) Dharchula
- (s) Pithoragarh
- (t) Banbasa
- (u) Almora
- (v) Bageshwar
- (w) Ranikhet
- (x) Humpur

Note:- No referral is issued in the name of any empanelled medical facility. Patient can choose any emp hospital in the AOR of this RC for his treatment.

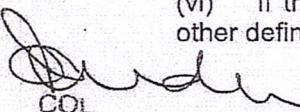
Dr. **Dr. Faiz Shamsi**
Authorized Signatory
Administrative Officer
Rohilkhand Medical College & Hospital
Bareilly

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DIRECTOR
REGIONAL CENTRE (ECHS)
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Appendix A
(Refers to Paragraph 09 of
Memorandum of Agreement)

ADMISSION AND TREATMENT IN EMPANELLED HOSPITALS

1. **ECHS Polyclinics Initiating Referrals.** Medical facility shall investigate / treat the ECHS beneficiaries only for the condition(s) for which they are referred with due referral form issued from either of the polyclinics as per Annexure-I attached. The referred cases would be issued referral form duly signed by Medical Officer and Officer-in-Charge of Polyclinic under his seal and signature bearing name also (in the online M/S System signature of MO may not be there on the referral form. However, OIC Polyclinic signature/stamp has to be present on referral form). The referrals generated online over the ECHS mobile application / customized application of ECHS for referrals shall be integrated into the hospitals HIS and referrals will be activated after authentication of the beneficiary through the authentication system deployed in the medical facility premises.
2. HCO will provide the facilities as per Government Sanction Letter attached at Annexure II.
3. HCO will establish the following set up:-
 - (a) The HCO will set up a help-desk for beneficiaries within 07 days of signing of this agreement. This help-desk must be situated in the facility of the HCO in such a way that it is easily visible, easily accessible to the beneficiaries.
 - (b) The help desk will be equipped with all the necessary hardware and software as well as internet connectivity as required by BPA to establish the identity of the ECHS beneficiary. Specifications of necessary hardware and software have been provided in Appx 'B'.
 - (c) The help desk shall be manned by an Arogya Mitra (AM) for facilitating the beneficiary in accessing the benefits. Arogya Mitra will need to be hired by the HCO at their own cost and they should get them trained before starting the operations. The guidelines for engagement of Arogya Mitras are as follows:-
 - (i) Receive beneficiary at the HCO.
 - (ii) Guide Beneficiary regarding ECHS and process to be followed in the HCO for taking the treatment.
 - (iii) Carryout the process of Beneficiary identification for such persons who are beneficiaries of ECHS.
 - (iv) Take photograph of the beneficiary.
 - (v) Carryout the Aadhaar based identifications for such beneficiaries who are carrying Aadhaar.
 - (vi) If the person is not carrying Aadhar, carryout the identification through other defined government issued ID.


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Dr. Faiz Shah
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Roshni Medical College & Hospital
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Authorized Signatory

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- (vii) Scan the identification documents as per the guidelines and upload through the software.
- (viii) Send the result of beneficiary identification process to Polyclinic for approval.
- (ix) After getting confirmation from polyclinic refer the patient to doctor for consultation.
- (x) On advise of the doctor admit the patient in the HCO.
- (xi) Enter all the relevant details of package and other information as provided by the doctor on the ECHS software.
- (xii) At the time of discharge enter all the relevant details and discharge summary in the ECHS software.

4. If one or more treatment procedures form part of a major treatment procedure, package charges would be made against the major procedures and only half of approved charges quoted for other procedures would be added to the package charges of the first major procedure.

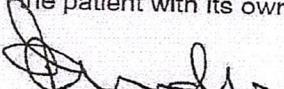
5. Empanelled facility will prescribe generic medicines. Branded medicines may be prescribed when no generic is available or absolutely essential.

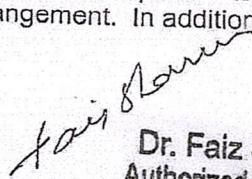
6. An empanelled facility whose rates for a procedure/test/facility are lower than the approved rates shall charge the beneficiaries as per actual. If the beneficiary willingly prefers a medical facility which is in excess of approved/ package deal rates, the excess charges would be borne by the beneficiaries.

7. Any legal liability arising out of services availed by ECHS beneficiary shall be dealt with by the empanelled facilities who shall alone be responsible. ECHS will not have any legal liability in such cases.

8. **Further Referral to Other Hosps.** The hospital would not refer the ECHS cases further to other institute, and if it does so, it will be at their own arrangements and ECHS would not be responsible to the other institute for any liability. Payment for such outsourced services will be made by the empanelled hospital and charges at CGHS rates will be applicable. The expenditure of such institutes will be paid by the empanelled facility and will not be recovered from the patients. Payment in such cases would also be restricted to CGHS/AIIMS/ECHS approved rates only as the case may be.

9. **Refusal to Treat ECHS Patients.** The hospital would not refuse for treatment/procedures/ investigation to referred cases on flimsy ground. The refusal to provide the treatment to bonafide ECHS Beneficiaries in emergency cases and other eligible categories of beneficiaries on credit basis, without any valid ground, would attract disciplinary action including disqualification for continuation of empanelment. In case of non availability of bed, the empanelled facility will transfer the patient to some other facility as selected by the patient with its own transport arrangement. In addition, following will also be adhered to:-


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 BAREILLY


 Dr. Faiz Shamsi
 Authorized Signatory

Administrative Officer
 Rohilkhand Medical College & Hospital
 Bareilly

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(a) The Hospital would itself obtain prior approval required for those procedures, implants and tests not listed in CGHS rate list and for extended hospitalisation, and will not ask ESM or his/her representative for this purpose.

(b) The hospital would prescribe Generic Medicine as far as possible and desist from intending to write and prescribed branded medicines.

(c) The hospital would provide treatment to ECHS members referred from all the polyclinics under AOR of the Regional Centre.

10. **Documentation during Admission Responsibility of Hospital.** Any documentation required during the admission of the patient, for example obtaining sanction for unlisted procedures, permission for extended admission, implants etc will be carried out by hospital itself and patient or his/her attendants would not be made to obtain these on behalf of the hospital. The hospital can send these documents through online / mobile application / e-mail / fax for obtaining in-principle approval followed by hard copy to be sent to concerned polyclinic/ authority. The treatment should not stop / delayed for want of such approvals/sanctions. The hospital should justify the procedure/treatment carried out in such cases. In case of operationalisation of digital process, as and when implemented, physical copies may not be required. However, decision of ECHS authority will be final.

ECHS Package Rate

11. "Package Rate" As issued by CGHS/ECHS/AIIMS rates shall mean all inclusive – including lump sum cost of inpatient treatment/day care/diagnostic procedure for which a ECHS beneficiary has been permitted by the competent authority or for treatment under emergency from the time of admission to the time of discharge including (but not limited to):-

- (a) Registration Charges.
- (b) Admission Charges.
- (c) Accommodation charges including patient diet.
- (d) Operation charges.
- (e) Injection Charges.
- (f) Dressing Charges.
- (g) Doctor/Consultant visit charges.
- (h) ICU/ICCU charges
- (i) Monitoring Charges.
- (k) Transfusion and Blood processing charges.
- (l) Pre-Anesthetic Checkup and Anesthesia Charges.
- (m) Operation Theater Charges.

*Dr. Faiz Shamsi
Authorized Signatory*

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Administrative Officer
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- (n) Procedural Charges/Surgeon's fee.
- (o) Cost of surgical disposables and all sundries used during hospitalization.
- (p) Cost of medicines and consumables.
- (q) Related routine and essential investigation.
- (r) Physiotherapy charges etc.
- (s) Nursing Care charges etc.

12. Package rate also includes two pre operative consultation and two post operative consultations.

13. Cost of implants/stents/grafts is reimbursable in addition to package rates as per CGHS ceiling rates or as per actual, whichever is lower. In case a beneficiary demands a specific Brand of Stent/Implant and gives his consent in writing, the difference in cost over and above the ceiling rate may be charged from the beneficiary, which is non-reimbursable.

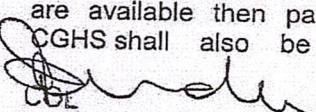
14. **Implants and Medicines.** The medical facility will enclose pouches/stickers/warranty certificate from supplier in case of implants/stents where to be paid in addition to package rate. No medicines will be charged more than MRP. MRP of medicines/ consumables will be checked/ compared with rates quoted in CIMS/MIMS/NPPA/standard online drug website by BPA and ECHS authorities. All Medicines/Equipment costing more than 5000/- (Rupees five thousand) per unit will be supported by certificate from the medical facility that these have been charged at the rate less than or equal to MRP. Discount on medicines and consumables should be provided, if approved by Govt.

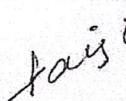
15. During in-patient treatment of the ECHS beneficiary, the hospital will not ask the beneficiary or his/her attendant to purchase separately the medicines/sundries/equipment or accessories from outside and will provide the treatment within the package rate, fixed by the CGHS which includes the cost of all the items. However, the following items are not admissible for reimbursement:-

(a) Toiletries	(b) Sanitary Napkins
(c) Talcum Powder	(d) Mouth Fresheners

16. In case 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 rates, if there is no CGHS rate for a particular item.

17. The services would be extended on billing system to referred cases for agreed upon period. Charges would be levied for a particular procedure / package deal as prescribed by the CGHS as per rates approved by ECHS (Annexure III attached). Under no circumstances will rates be exceeded. Where CGHS rates are not available AIIMS rates / (TATA MEMORIAL HOSPITAL rates for Oncology Cases) will be applicable. If no rates are available then particular hospital rates will be applicable. The rates notified by CGHS shall also be available on web site of Ministry of Health & F.W. at


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<http://msotransparent.nic.in/cghsnew/index.asp>. The rate being charged will not be more than what is being charged for same procedure from other (non-ECHS) patients or Organisations. The rates fixed by Govt. regulator will be binding.

18. No additional charge on account of extended period of stay shall be allowed if that extension is due to infection on the consequences of surgical procedure/faulty investigation procedure etc.

19. Package rates envisage up to maximum duration of indoor treatment as follows:-

- (a) Upto 12 days for Specialized (Super Specialties) treatment.
- (b) Upto 07 days for other Major Surgeries.
- (c) Upto 03 days for Laparoscopic surgeries/elective Angioplasty/normal deliveries and 01 day for day care/Minor (OPD) surgeries.

20. 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, in exceptional cases, supported by relevant medical records and certified as such by hospital, the additional reimbursement may be allowed, which shall be limited to accommodation charges as per entitlement, investigations charges at approved rates, doctors visit charges (not more than 2 visit per day per visit by specialists/consultants) and cost of medicines for additional stay.

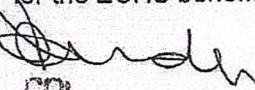
21. The empanelled health care Organization cannot charge more than CGHS approved rates when a patient is admitted with valid ECHS Card with prior permission or under emergency. In case of any instance of overcharging the overcharged amount over and above CGHS rate (except inadmissible items and difference paid due to implant/stent of specific brand chosen by CGHS beneficiary) shall be paid to the beneficiary and shall be recovered from the pending bills of the hospitals.

22. If any empanelled health care Organization charges from ECHS beneficiary for any expenses incurred over and above the package rates vis-à-vis medicine, consumables, sundry equipment and accessories etc, which are purchased from external sources, based on specific authorization of treating doctor/staff of the concerned hospital and if they are not falling under the list of non-admissible items, reimbursement shall be made to the beneficiary and the amount shall be recovered from the pending bills of hospitals.

23. Allopathic System of Medicines. The rates will be applicable for allopathic system of medicine only.

24. Monitoring of Treatment. ECHS has the right to monitor by all possible means the treatment provided in (the Private Hospitals, exclusive eye hospitals/centres, exclusive dental clinics/labs, Diagnostic Laboratories/ Imaging centres, etc) a medical facility.

25. No Purchase of Medicines by ECHS Beneficiaries. During treatment/ investigation / procedures of the ECHS beneficiaries, the empanelled medical facility shall not ask the members to purchase separately the medicines, blood & blood products from outside but bear the cost on its own, as the scheme being capless and cashless for the ECHS beneficiary and package deal rate fixed includes the cost of drugs, surgical


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Instruments and other medicines etc as given in the SOP for online billing and amendments issued from time to time.

26. **Second Procedure – Minor Procedure.** If one or more treatment procedures form part of a major treatment procedure, package charges would be made against the major procedures and only half of approved charges quoted for the other procedures would be added to the package charges of the first major procedure. In case procedure is carried of in/on paired limb/organ, full payment for both will be made.

27. The revised rates and policies governing the CGHS rates being notified by Govt of India, Ministry of Health and Family Welfare and Ministry of defence from time to time will be incorporated by default.

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Appendix B
(Refers to Paragraph 17 of
Memorandum of Agreement)

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Appendix B 255 17
No. 25(02)/2018/WE/D (Res)
Government of India
Ministry of Defence
(Department of Ex-Servicemen Welfare)

Sona Bhawan, New Delhi-110011.
Dated 10th October, 2019.

The Managing Director
Central Organisation
Ex-Servicemen Contributory Health Scheme
Thiruvananthapuram
Kerala, India
India Coast

Subject: Procedure for taking action against medical facilities empanelled with
ECSH and delegation of powers thereof to MD, ECHS.

In the light of the decisions contained in Para 6 (d) of the Minutes of
meeting held under the Chairmanship of Secretary, ESW on 18/06/2018,
calculated vide MoD/DoESW ID No. 228 (02)/2013/ US(WE)/D(Res) dated
25/08/2018, the Competent Authority has decided to issue this order.

2. The Provisions regarding actions to be taken against private empanelled
medical facilities in case of unsatisfactory performance / unethical practices /
medical negligence / violations of provisions of MoA are contained in the
following orders of MoD:

(a) Para 7 and Para 13 of MoD letter No. 228 (04)/2010/US (WE)/D
(Res) dated 18/02/2011.

(b) MoD letter No. 228 (04)/2011/US (WE)/D (Res) dated 22/07/2011.

3. In continuation of the provisions contained in the above mentioned letters
of MoD, the procedure for taking action against private empanelled medical
facilities by C.O. ECHS and Ministry of Defence (MoD), Deptt of Ex-Servicemen
Welfare (DoESW) and delegation of powers in this regard shall be as indicated in
the following paragraphs.

4. Classes of violation or conditions of MoA are categorised as Level I, Level II
and Level III. It may be noted that the list is illustrative and not exhaustive.

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(a) Level I - Violations would include committing the following actions on the first occasion:-

- (i) Refusal of service.
- (ii) Discrimination against ECHS beneficiaries vis-a-vis others.
- (iii) Refusal of treatment on credit to eligible beneficiaries and charging directly from them.
- (iv) Non authentication of ECHS beneficiaries through system as laid down by ECHS from time to time.

(b) Level II - Violations would include the following offences:-

- (i) Reduction in staff/ infrastructure/ equipment after empanelment with ECHS.
- (ii) Undertaking unnecessary procedures.
- (iii) Prescribing unnecessary drugs/tests.
- (iv) Overbilling.
- (v) Non submission of the report, habitual late submission or submission of incorrect data in the report.
- (vi) Repetition of Level I violations despite issue of warning to the HGO by CO ECHS.

(c) Level III - Violations would include repetition of Level I and Level II violations despite imposition of financial penalties and the following offences:-

- (i) Not providing access to financial and medical records to ECHS authorised persons during visit to the hospital/ medical facility
- (ii) Criminal offences by staff of the hospital against any beneficiary or dependent, like rape, molestation etc.

Procedure for Handling Complaints.

5. While dealing with complaints, instructions of Central Vigilance Commission, (CVC) on action on complaints shall be kept in mind. On receipt of a complaint whether directly or from MoD/DoESW against an empanelled

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hospital or as a part of surprise check, MD, ECHS shall seek a preliminary inquiry report from the Director of concerned Regional Centre. The inquiry shall be conducted by an officer nominated by Director of concerned Regional Centre as authorized by MD, ECHS within a period of one month.

6. If the complaint is found to be *prima facie* true but it is felt that the complaint is not conclusively proven on the basis of documents/statements and further detailed enquiry is required, then MD, ECHS shall order a detailed inquiry by an officer of the RC other than the officer who conducted the preliminary inquiry. If required MD, ECHS may constitute / request appropriate authority to constitute a Board of Officers for this purpose which shall not include the officer who conducted the preliminary inquiry. The inquiry Officer/ Board shall issue detailed Show Cause Notice to the empanelled medical facility. The Show Cause notice should clearly spell out the allegations and the conclusions of the preliminary inquiry together with the grounds on which such conclusions were reached. The inquiry Officer/ Board shall make such inquiry as it deems fit. The Board shall also take statements of all the parties concerned. Finally the inquiry Officer/ Board shall submit its findings along with all the documents, show cause notice, reply to show cause notice, statements made by the parties etc to Director Regional Centre. On receipt of this report, the Director, Regional Centre concerned shall submit the inquiry report along with his views/recommendations with detailed reasons to MD, ECHS.

7. Where the case is considered fit for issue of warning only or the complaint is proven in preliminary enquiry on the basis of documents/statements, detailed inquiry may be dispensed with by MD, ECHS.

8. MD, ECHS shall take the following course of action depending on the gravity of the lapse as indicated in para 4 above:

(i) In case of violations of Level I nature, Director Regional Centre will issue a warning to the empanelled medical facility. Repetition of Level I violations will be treated as Level II violations.

(ii) If the violation is considered Level II in nature and proven in the enquiry with documentary evidences and/or statements, MD ECHS shall impose suitable financial penalty from the amount of PBG and / or impose 'Stop Referral' upto three months upon the medical facility concerned and submit the complete details of the case within seven working days to MoD/ DoESW for information. However, the total amount of PBG shall be maintained by the hospital being a revolving guarantee.

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(iii) If the lapse is of Level III nature, and proven in the enquiry with documentary evidences and/or statements, MD ECHS shall issue an order for forfeiture of total amount of PBG and / or issue an order of stop referral for a period of three months against the medical facility concerned and submit the complete details of the case within seven working days to MoD/ DoESW for information.

(iv) Where, as per provision of para 11 of this letter, the case is fit for dis-empangement, and the case is proven in an enquiry, the order for "stop referral" shall be issued by MD, ECHS "until further orders". In this case complete details of the case shall be submitted by MD, ECHS to MoD/ DoESW indicating the reasons and justification for issue of stop referral within 7 working days and proposal for disengagement will be submitted to MoD/ DoESW within 30 working days.

(v) For overbilling and unnecessary procedure, the extra amount so charged shall also be deducted from the pending/future bills of the medical facility.

(vi) For offence listed in para 4(c) (ii) i.e. criminal offences by staff of a medical facility against any ECHS beneficiary, where FIR has been lodged by the concerned ECHS beneficiary, MD, ECHS shall issue stop referral orders against that medical facility which shall remain in force till final outcome of the police investigations. Based on the final outcome of the police investigations, the case shall be processed further by MD, ECHS for either revocation of the stop referral or for disengagement.

9. In all cases mentioned at Para 8 (i) to (vi) above, MD ECHS shall record detailed reasons in writing for taking / recommending to MoD/DoESW action against the empanelled medical facility.

Appeal Against Imposition of financial penalties and Stop Referral.

10. The affected medical facility shall have the right to appeal to MoD/DoESW against imposition of financial penalties from the PBG and in case of issue of stop referrals by MD, ECHS. The last para of order of MD, ECHS shall clearly, state "You may if you so desire, prefer an appeal against this decision in writing to MoD/ DoESW by post or by email." MoD/DoESW shall consider the appeal and upon examination pass such orders as it deems fit.

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Dis-Empanelment

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11. In the following cases MD ECHS shall send to MoD/DoESW a detailed proposal for dis-empanelment of medical facility within 30 working days of issue of Stop Referral orders against empanelled medical facility.

- (a) Where the medical facility has committed fraudulent activities;
- (b) Where, there is proven case of Major/serious negligence in treatment leading to loss of life/limb or grave damage to the health of the ECHS Patient.
- (c) Where there is repetition of violations of the provisions of MoA despite issue of written warnings to the management of the medical facility and subsequent imposition of financial penalties.
- (d) If a medical facility is, at any point of time, found unfit for empanelment with ECHS by NABH/NABI/QCI.

12. Once dis-empanelled, the medical facility shall be debarred from fresh empanelment for a period of 5 years from the date of order of disempanelment. However if there is 100% change of ownership of the medical facility, the 5 years moratorium shall not be applicable to it and it will be eligible to apply for fresh empanelment immediately after change of ownership. The moratorium shall remain in force even if there is part (less than 100%) change in ownership.

Revocation of Stop Referral

13. In cases, which are not covered under para 11 above and where MD ECHS has issued orders for Stop Referral against any medical facility for a period of three months, MD ECHS shall write (by email and by post) to the management of medical facility within seven working days from the date of order of stop referral and offer them an opportunity to make improvement / take corrective measures and submit their reply within 30 days from the date of sending the email. In case the medical facility seeks more time to produce evidence of having taken corrective measures and the reasons for seeking additional time (which would be limited to 10 days) are considered reasonable, the same shall be granted by MD ECHS. If it is found that corrective measures have been taken by the medical facility, MD ECHS may revoke the stop referral within a period of 30 days from the receipt of reply from the medical facility. Such revocation shall be intimated to the MoD/ DoESW with detailed justification of the decision taken within seven working days from the date of revocation. If the medical facility does not take the required corrective measures or does not give any reply within 30/40 days, MD ECHS shall send a case for dis-empanelment of the said medical facility to MoD/ DoESW within 30 days from the last date of

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submissions of reply by the medical facility. In such cases, the Stop Referral shall be extended by MD ECHS till "further orders".

Extension of MoA.

14. Extension of MoA requires the medical facility to submit signed MoA with requisite documents to concerned RC well before the date of expiry of MoA for signature by Director, Regional Centre. The MoA of such an empanelled medical facility shall be renewed by Director Regional Centre concerned before the date of its expiry provided the papers being in order and no arbitration case has been filed by the medical facility against ECHS/MOD which is pending in arbitration court as on the due date of renewal of MoA and no court case has been filed by a medical facility against ECHS/MOD which is pending decision as on the due date of renewal of MoA, and no order for stop referral has been issued against that medical facility prior to the due date of renewal. In such cases, extension of MoA shall not be done until a final decision has been taken by MoD/ DoESW. In all such cases MD, ECHS shall clearly intimate to MoD/DoESW that MoA of the empanelled medical facility has not been renewed along with reasons for doing so. MD, ECHS shall also intimate the decision of not renewing the MoA along with reasons thereof to the medical facility concerned within seven working days after expiry of due date of renewal of existing MoA. Where an empanelled medical facility does not seek renewal, Director Regional Centre will issue a notice to the medical facility 30 days after expiry of MoA to submit renewal documents. If, the medical facility does not respond to the notice of Director, Regional Centre, even 60 days after expiry of the MoA, MD, ECHS will recommend disempangement of the medical facility to MoD/ DoESW.

15. As per the provisions of MoD letter 22D (04)/2011/US (WE)/D(Res) dated 22 Jul 2011, MoA / contract of empanelled hospitals can be suspended / terminated only with the approval of MoD/DOESW. Hence, issue of notice for termination of MoAs to empanelled medical facilities by giving 30 days notice and subsequent action of termination of the MoA of any empanelled hospital can be done by MD ECHS only after obtaining prior approval of MoD/DoESW.

16. This issues with the concurrence of MoD (Fir/Pen) vide their 32(20)/2018/FIN/PEN dated 18.9.2019.

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(A.K. Kam)
Under Secretary to the Government of India
Telefax: 23014946

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Copy to:
1. PMS to HQM
2. PMS to IRM
3. SO to the Chief of Army Staff
4. SO to the Chief of Navy Staff
5. SO to the Chief of Air Staff
6. PMS to Secretary, ESW
7. PMS to J.S. & S.W
8. PMS to J.S. & Addl. P.A (RMS)
9. M/S UTTI-FSL
10. CGDA

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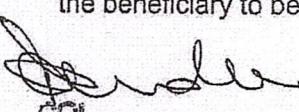
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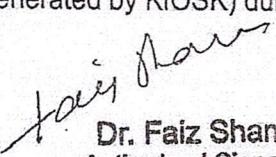
Appendix C
(Refers to Paragraph 29 of
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**AGREEMENT FOR AUTHENTICATION OF BENEFICIARIES
AND ONLINE BILL PROCESSING**

The parties shall abide by the following undertakings for the purpose of bill processing:-

1. **Hospital Admission Intimation.** Hospital will intimate to the BPA and to ECHS within two (02) hours of emergency / referred admission and the BPA will respond with due authorisation in four (04) hours. Subsequently the empanelled hospital will intimate BPA with the **complete details of the patient, proposed line of treatment, proposed duration of treatment with Clinical History within 48 hours / 5 working days of admission** (since it might take time to establish line of treatment). Waiver upto 30 days can be given by Director Regional Centre on justification. Beyond 30 days no waiver will be accorded. This intimation will be authorized by the concerned authority (Nearest Polyclinic in case of Emergency Admission). Treatment in no case would be delayed or denied because of pending authorization by the BPA as it is only confirmation of the e-workflow in respect of such patient.
2. **Uploading of Claim within Seven Working Days.** After the patient is discharged (or date of last visit to hospital in case of OPD), the hospital will upload the claim on the BPA web based application alongwith the related documents (as given in the list of documents to be attached on the BPA web based application) within 07 working days after the date of discharge or from the date of last OPD. Waiver for intimation upto 30 days and uploading upto 60 days can be obtained from Regional Centre. Post this duration, Hospital can upload the claim provided 30% of the application/projected amount to be recovered/deducted from the approved amount. In case of regular dialysis, chemotherapy or radiation therapy, the claims should be uploaded monthly (at the end of the month) for the treatment provided during the month. The claims uploaded will be digitally signed and any other instructions on the said subject will be binding.
3. **Documents for Claims.** All supporting documents of the claim to be submitted at respective Regional Center ECHS within 60 days. On order from ECHS, all documents shall be uploaded in **digital format duly digitally signed** alongwith the authentication slip generated from the authentication system online into the BPA portal. The final bill will be signed alongwith the mobile number by the primary beneficiary or any of the dependent holding valid ECHS card. All documents shall be uploaded along with the claim. Diagnostic labs shall obtain such signatures in the manner prescribed above on the referral form. Mobile number of the patient/NOK also be noted on the referral form. Duration and modalities for handling physical copies of the bills will be in conformity with instructions as issued by Central Org ECHS from time to time.
4. **List of Documents Required for Claims Processing.** The bills would be scrutinized by the BPA and ECHS authorities and would contain documents as mentioned in the SOP for online billing and on BPA Site (Others Notifications Notice Type Documents Checklist) Authentication slip (generated by KIOSK) duly endorsed with the photograph of the beneficiary to be uploaded.


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5. **Need More Information - Replies to Queries.** Hospital must reply to the query (NMI) raised by BPA / Regional Centre / Central Org on the bills within the **timelines as given below or as amended by ECHS**. In case the NMI is not replied within the stipulated time period, the **claims would be processed on available documents** and the amount deducted for non-submission of reply will not be under the purview of either the „Review Request by Hospital“ or „Arbitration Clause“.

- (a) NMI raised by Verifier – 90 days.
- (b) NMI raised by BPA – 60 days.
- (c) NMI raised by Regional Centre / Central Org – 30 days.

6. **Review Request by Hospitals.** The hospital must also monitor the claims that have been authorized for payment by the BPA Validator and submit their justifications on the observations/deductions during the “Review Request by Hospitals Window” so as to avoid any requirement of arbitration at a later stage or agree to the amount recommended for approval by the BPA/JD (HS). Absence of any remarks or justification will be automatically considered as hospital has no points to offer for the deductions made by the BPA/ JD (HS). This review request window is available to the hospitals for **96 hours** once JD (HS) has authorized the claim approval by CFA and is excluded from the TAT for processing of claims.

7. **Medical Reports Format.** The hospital shall submit all the medical reports in digital form as well as in physical form or as instructed by CO ECHS from time to time.

8. **Time Action Taken (TAT) – Counting of Days.** The hospital agrees that the actual processing shall start when physical copies of the bills submitted by the hospitals to the concerned Regional Centre, ECHS and are verified by BPA verifiers on behalf of ECHS and counting of days shall start from such date for the purpose of deduction of discount payable by hospitals to ECHS. In case of query raised on the bills the TAT for the purpose of Discount shall start from the date of reply to last query. In case of digital billing when implemented, it will start from the date when digitally signed computed documents are submitted. TAT will exclude the days earmarked for arbitration.

9. **Audit by BPA.** The BPA will audit the medical claims of the ECHS Beneficiaries in respect of the treatment taken by them in the Empanelled Hospital and make recommendations for onward payment to ECHS in a time bound manner as follows:-

Audited by	Time Allotted	Remarks
BPA Scrutinizer	90 days	The claim is received at verifier. If the claim is correct, it will move to BPA validator and if any query is raised at verifier stage (NMI), it will move to NMI Basket. If the NMI is replied within 90 calendar days from the date of submission of claim online, the claim moves to BPA validator for normal processing.
BPA Validator	60 days	The claim is received at validator stage. If the claim is correct, it will move to JD (HS) and if any query is raised at validator stage (NMI), it will move to NMI Basket. If the NMI is replied within 60 calendar days from the date of query raised by validator, the claim moves to JD (HS) for normal processing, and if not, claim will shift to JD(HS) for processing whatever is information is available.

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10. Hospital to take care to reply to the query raised by BPA on the bills within a reasonable time of not more than 30 days failing which the claim will automatically be forwarded to the next stage.

11. **Personnel for Processing of Claims.** Hospitals must have minimum two persons dedicated for uploading, monitoring and processing of claims. Hospitals should ensure that in case of change in this claim processing staff, the new staff is trained at Regional Centre for smooth, efficient and early settlement of claims. The claimed amount will be limited to CGHS approved rates.

12. **Hardware & Manpower Required for Processing of Claims.** The hospital will have the following hardware & Manpower for uploading and processing of claims (Though it may not be exclusive to ECHS) :-

(a) Authentication system to be obtained from Smart Card Making Agency contracted by ECHS.

(b) Authentication software – to integrate with Smart Card.

(c) Desktop PCs for uploading of claims:-

SI No.	No. of Beds	Minimum PCs required
(i)	Upto 50	One Terminal
(ii)	50 to 100	Two Terminals
(iii)	Above 100	Three Terminals & increments thereof at the scale of one terminal for each multiple of 50 beds.

(d) Manpower requirement for uploading of claims with minimum qualification of DOEACC 'O' Level or equivalent :-

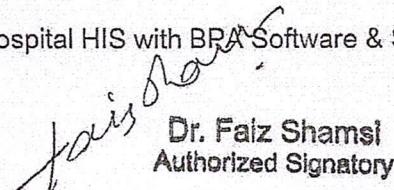
SI No.	No. of Beds	Manpower required
(i)	Upto 50	Two IT qualified operators for process of claims.
(ii)	50 to 100	Four IT qualified operators for process of claims.
(iii)	Above 100	Six IT qualified operators for process of claims & increments thereof in multiple of 50 beds.

(e) **Document Scanner** Color/Grayscale/B&W, 200 DPI, Flatbed /Document feeder, Multiple Page Size, Duplex.

(f) **Dedicated internet Leased Line** of atleast 8 Mbps or more or can explore MPLS services with higher bandwidth.

(g) Integration of Hospital HIS with BPA Software & Smart Card Software.


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13. **BPA Fee.**

(a) **Medical Facility Claims.** The processing fee as on date is 2% of the claimed amount and service tax thereon subject to a minimum of Rs 12.50 and a maximum of Rs 750/- which shall be recovered from the amount due to the empanelled facility. The same shall be reviewed from time to time on the Govt orders and shall be recovered from medical facility as per applicable rates.

(b) **Individual Claims.** The BPA fee remain same as per the medical facility claim however, in case of individual reimbursement claim BPA fee shall be paid by ECHS.

14. **Discount.** The Hospital shall agree for deduction of 2% of admissible amount if payments are made with 10 working days from the date of verification of physical bills by the Verifier to the BPA or reply to the last query or digitally signed bills received by the validator whichever is later. The discount will be admissible on the approved amount.

15. **Updation of Policies.** The Hospital must keep itself updated about the policies promulgated for treatment of ECHS beneficiaries and reimbursement of claims including the rates as issued or updated from time to time. Ignorance of policies may affect the claimed amount. The latest policies will be updated on ECHS website – <http://www.echs.gov.in>. The empanelled facility should maintain copy of all such documents.

16. **No Direct Interaction with BPA.** The Hospital should not interact directly with the BPA, however, will forward all his issues / queries to the Regional Centre, which shall be bound to resolve such issues either itself or by forwarding it to concerned authorities including BPA.

17. **FIFO.** The claims would strictly be processed on **First – in – First – out (FIFO)** basis and this rule would not be defined by the Regional Centre and neither the Hospital should try to exert any kind of influence to bypass this rule. Central Org ECHS can modify the same in the interest of the organization.

18. **Opting For Higher Standard.** ECHS member opting for advanced surgery/procedure/accommodation etc can be charged the difference of amount than entitle after obtaining proper consent certificate.

19. Wef 01 Apr 2019, payment of ECHS bills will be done by CDA Meerut, Hence PAN & TAN details to be furnished by Hospital.

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Appendix 'D'
 (Refers to Paragraph 29 of
 MoA)

FORMAT FOR FEEDBACK ON EMPANELLED MEDICAL FACILITIES

(Name of the Emp Med Facility)

<u>SI No.</u>	<u>Rating Aspects</u>		<u>Rating from 1 to 10</u>
(a)	Quality of Treatment		
	(i)	Availability of Specialist	
	(ii)	Bed Availability as per entitlement	
	(iii)	Degree of Relief	
(b)	Health of Hospital		
	(i)	Hygiene, Sanitation	
	(ii)	Behavior/Professionalism of Doctors and Staff	
Overall Satisfaction			

SCALE OF RATING

<u>Numerical Grading</u>	<u>Rating</u>
1 to 3	Poor
4 to 5	Average
6 to 7	Good
8 to 10	Excellent

FINAL RATING (Please Tick)

<u>Rating</u>
Poor
Average
Good
Excellent

Note: - Specific Comments (if any) _____

Signature of ECHS beneficiaries/NOK _____
 Mobile/Tel No./E-mail _____

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 BAREILLY

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 Authorized Signatory
 Administrative Officer
 Ruhilmand Medical College & Hospital
 Bareilly

(Refers to Paragraph 28 of
MoA)

TERMS AND CONDITIONS

Cashless Services

1. The Hospital, Diagnostic Centre, Dental Centre/Lab ,Imaging Centre, Exclusive Eye Centre, Nursing Home, Hospices, Rehab Centre/Physiotherapy Centre etc shall provide the agreed upon services to cases referred from ECHS Polyclinics on a Referral slip duly authenticated and stamped. Cashless services would be extended on credit system to referred cases for agreed upon period. The rates for tests and treatment would be charged as per approved list.
2. The Hospital will not be at liberty to revise the rate suo moto.

Treatment in Emergency

3. In grave emergency, patient shall be admitted and life & limb saving treatment be given on production of ECHS card by the members, even in the absence of referral slip. All emergencies will be treated on cashless basis till stabilization even if the speciality concerned for management of the case is not empanelled. The hospital will inform the nearest Polyclinic and BPA about the admission within 02 hrs. Payments will NOT be recovered from ECHS patient in such cases. The following ailments may be treated as an emergency which is **illustrative only and not exhaustive**, depending on the condition of the patient :-

- (a) Acute Cardiac Conditions/Syndromes including Myocardial Infarction, Unstable Angina, Ventricular Arrhythmias, Paroxysmal Supraventricular Tachycardia, Cardiac Tamponade, Acute Left Ventricular Failure/ Severe Congestive Cardiac Failure, Accelerated Hypertension, Complete dissection of Aorta etc.
- (b) Vascular Catastrophies including Acute Limb ischaemia, Rupture of aneurysms, medical and surgical shock and peripheral circulatory failure.
- (c) Cerebro-Vascular Accidents including Strokes, Neurological Emergencies including Coma, Cerebro meningeal infections, convulsions, acute paralysis, acute visual loss.
- (d) Acute Respiratory Emergencies including Respiratory failure and decompensated lung disease.
- (e) Acute abdomen including acute obstetrical and gynecological emergencies.
- (f) Life threatening Injuries including Road traffic accidents, Head Injuries, Multiple Injuries, Crush Injuries and thermal injuries etc.
- (g) Acute Poisonings monkey/dogs and Snake bite.

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- (h) Acute endocrine emergencies including Diabetic Ketoacidosis.
- (i) Heat stroke and cold injuries of life threatening nature.
- (k) Acute Renal Failure.
- (l) Severe infections leading to life threatening sequelae including Septicemia, disseminated/miliary tuberculosis.
- (m) Acute Manifestation of Psychiatric disorders . (Refer Appx 'D' of Central Org letter No. B/49778/AG/ECHS/Policy dated 13 Nov 2007)/
- (n) Dialysis treatment.
- (o) Any other condition in which delay could result in loss of life or limb. In all cases of emergency, the onus of proof lies with Empanelled hospital.

Corrupt and Fraudulent Practices

4. "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of the public official.
5. "Fraudulent Practice" means a misrepresentation of facts in order to influence empanelment process or a execution of a contract to the detriment of ECHS and includes collusive practice among hospitals/authorized representative/service providers designed to hike the bills or misguide the beneficiaries or any such practice adhered to.
6. ECHS will suspend referrals if it determines that the hospital recommended for empanelment has engaged in corrupt or fraudulent practices and initiate process for dis-empanelment.

Interpretation of the Clauses in the Application Document

7. In case of any ambiguity in the interpretation of any of the clauses in Application Document, interpretation of Central Organisation ECHS of the clauses shall be final and binding on all parties.

Right to Accept any Application and to Reject any or All Applications

8. ECHS reserves the right to accept or reject any application at any time without thereby incurring any liability to the affected hospital/authorized representative/ service provider or any obligation to inform the affected hospital/authorized representative/service provider of the grounds for his action.

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Monitoring and Medical Audit

9. ECHS reserves the right to inspect the hospitals at any time to ascertain their compliance with the requirements of ECHS.

10. Bills of hospitals shall be reviewed frequently for irregularities including declaration of planned procedures/ admissions as 'emergencies', unjustified investigations and prolonged stay etc., and if found involved in any wrong doings, the concerned hospital would be removed from panel and black listed for future empanelment. Bank guarantee shall also be forfeited.

Exit from the Panel

11. The Rates fixed by the ECHS shall continue to hold good unless revised by ECHS. In case the notified rates are not acceptable to the empanelled Private Hospital, or for any other reason, the Private Hospital no longer wishes to continue on the list of empanelled Private Hospitals, it can apply for exclusion from the panel by giving three months notice and by depositing an exit fee of Rs 3000/- (Rupees Three thousand only) in the form of Demand Draft in favour of concerned Regional Centre ECHS.

Package Rates

12. Package rate as issued by CGHS/ECHS/AIIMS shall mean and include lump sum cost of inpatient treatment/ day care/diagnostic procedure for which a ECHS beneficiary has been permitted by the competent authority or for treatment under emergency from the time of admission to the time of discharge including (but not limited to) :-

- (a) Registration charges.
- (b) Admission charges.
- (c) Accommodation charges including patients diet.
- (d) Operation charges.
- (e) Injection charges.
- (f) Dressing charges.
- (g) Doctor/Consultant visit charges.
- (h) ICU/ICCU charges.
- (i) Monitoring charges.
- (k) Transfusion charges and blood processing charges.

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- (l) Pre-anesthetic check up and anesthesia charges.
- (m) Operation Theatre charges.
- (n) Procedure charges/Surgeon's fee.
- (o) Cost of surgical disposables and all sundries used during hospitalization.
- (p) Cost of medicines and consumables.
- (q) Related routine and essential investigations.
- (r) Physiotherapy charges etc.
- (s) Nursing Care charges etc.

13. Package rates also include to preoperative consultation and two postoperative consultation.

14. Cost of implants/stents/grafts is reimbursable in addition to package rates as per ceiling rates of CGHS for Implants/stents/graft or as per actual, whichever is lower in case there is no CGHS prescribed ceiling rate. Incase a beneficiary demands specific brand of stent / implant and gives his consent in writing, difference in cost over and above the ceiling rate may be charged from the beneficiary which is non reimbursable.

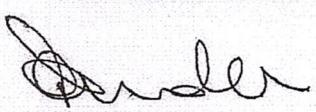
15. Treatment charges for new born baby are separately reimbursable in addition to delivery charges for mother.

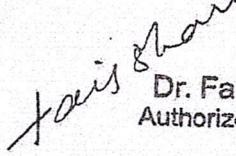
16. The hospitals empanelled under ECHS shall not charge more than the package rates/lower rates negotiated in MOA whichever is lower.

17. Package rates envisage upto a maximum duration of indoor treatment as follows :-

- (a) 12 days for Specialised (Super Specialities) treatment.
- (b) 7 days for other Major Surgeries.
- (c) 3 days for Laparoscopic surgeries/normal deliveries/elective angioplasty.
- (d) 1 day for day care/minor (OPD) surgeries.

18. 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, in exceptional cases, supported by relevant medical records and certified as such by hospital, the additional reimbursement shall be limited to accommodation charges as per entitlement, investigations charges at approved rates and doctors visit charges (not more than 2 visits per day by specialists/consultants) and cost of medicines for additional stay.


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19. No additional charge on account of extended period of stay shall be allowed if that extension is due to infection on the consequences of surgical procedure or due to any improper procedure and is not justified.

20. The package rates are for semi-private ward. If the beneficiary is entitled for general ward there will be a decrease of 10% in the rates. For private ward entitlement there will be an increase of 15%. However, the rates shall be same for investigation irrespective of entitlement, whether the patient is admitted or not and the test per se does not require admission to hospital.

21. A hospital empanelled under ECHS whose normal rates for treatment procedure/test are lower than ECHS prescribed rates shall charge as per the rates charged by them for that procedure/treatment from a non ECHS beneficiary and will furnish a certificate to the effect that the rates charged from ECHS beneficiaries are not more than the rates charged by them from non ECHS beneficiaries.

22. During In-patient treatment of the ECHS 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 ECHS which includes the cost of all the items.

23. If one or more minor procedures form part of a major treatment procedure, then package charges would be permissible for major procedure and only at 50% of charges for minor procedure.

Entitlement of Wards

24. ECHS beneficiaries are entitled to facilities of private, semi-private or general ward depending on their rank at the time of retirement as per GoI/MoD letter No 22D(04)/2010/WE/D(Res-I) dt 29 Dec 2017. The entitlement is as follows:-

Ser No	Category	Ward Entitlement
(i)	Recruit to Havs & equivalent in Navy & Air Force	General
(ii)	Nb Sub/ Sub/ Sub Maj or equivalent in Navy & AF (including Hony Nb Sub/ MACP Nb Sub and Hony Lt/ Capt)	Semi Private
(iii)	All officers	Private

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Indemnity

25. The empanelled HCO shall at all times, indemnify and keep indemnified ECHS/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 or damage to ECHS/the Government in consequence to any action or suit being brought against the ECHS/the Government, alongwith (otherwise), Empanelled HCO as a Party for anything done or purported to be done in the course of the execution of this Agreement. The hospital shall at all times abide by the job safety measures and other statutory requirements prevalent in India and shall keep free and indemnify the ECHS from all demands or responsibilities arising from accidents or loss of life, the cause or result of which is the hospital negligence or misconduct.

26. The empanelled HCO shall pay all indemnities arising from such incidents without any extra cost to ECHS and shall not hold the ECHS responsible or obligated. It shall always be entirely at the cost of the hospital defending such suits.

Documents to be Submitted

27. Summary of documents to be submitted along with the application as below:-

- (a) Copy of certificate or memo of State Health Authority, if any recognizing the Hospital.
- (b) Copy of audited balance sheet, profit and loss account for the last three years (Main documents only – summary sheet).
- (c) Copy of legal status, place of registration and principal place of business of the hospital or partnership firm, etc.
- (d) A copy of partnership deed/memorandum and articles of association, if any.
- (e) Affidavit of sole proprietorship on non-judicial stamp paper if medical facility is owned by individual.
- (f) Copy of Customs duty exemption certificate and the conditions on which exemption was accorded.
- (g) Photocopy of PAN Card.
- (h) Name and address of their bankers.
- (i) Copy of the existing list of rates approved by the Hospital for various services/procedures being provided by it.

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- (k) Registration Certificate under PNNDT Act in case of Centres applying for Ultrasonography facility.
- (l) Copy of the license for running Blood bank.
- (m) If NABH accredited facility, Copy of certificate of NABH Accreditation with Scope duly attested by Public Notary.
- (n) If NABL accredited facility, Copy of NABL Accreditation with Scope duly attested by Public Notary.
- (o) If CGHS empanelled medical facility, Copy of CGHS Office Memorandum regarding the empanelment of the HCO with CGHS, Valid MoA with CGHS and QCI Report.
- (p) If Non NABH Accredited Hospital, Copy of QCI report to be submitted along with the application.

Note : Applications not containing the above particulars shall not be considered for empanelment.

28. Certificate of Undertaking. In addition a certificate given below will be rendered by the Head of the Institution and attached with the application.

CERTIFICATE OF UNDERTAKING

1. It is certified that the particulars regarding physical facilities and experience/expertise of specialty are correct.
2. That Hospital shall not charge higher than the CGHS/ECHS notified rates or the rates charged from non-ECHS patients.
3. That the rates have been provided against a facility/procedure actually available at the institution.
4. That if any information is found to be untrue, Hospital be liable for de-recognition by ECHS. The institution will be liable to pay compensation for any financial loss caused to ECHS or physical and or mental injuries caused to its beneficiaries.
5. That all Billing will be done in electronic format and medical records will be submitted in digital format.
6. That the Hospital has the capability to submit bills and medical records in digital format.
7. That Hospital will allow a discount of 10% on payment that are made within seven days from the date of submission of the bill to ECHS.
8. The Hospital will pay damage to the beneficiaries if any injury, loss of part or death occurs due to gross negligence.
9. That the centre has not been derecognized by CGHS or any state Government or other Organization, after being empanelled.
10. That no investigation by Central Government/State Government or any Statuary Investigating agency is pending or contemplated against the hospital.

Signature
Head of Institution/Authorized Signatory

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Bareilly

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29. **Certificate for Acceptance of Rates**. A certificate given below will also be rendered by the Head of the Institution and attached with the application :-

CERTIFICATE FOR ACCEPTANCE OF RATES

1. It is certified that _____ (name of the institution / hospital) shall abide by ECHS rates promulgated from time to time and in no case shall the rates charged be in excess of those normally charged to non-ECHS members.
2. It is further certified that on approval for empanelment the hospital/institution shall negotiate and accept rates lower or equal to prevailing ECHS rates.

Signature
Head of Institution/Authorized Signatory

30. Check list for documents must be filled, signed by authorised signatory of the medical facility, checked and countersigned by Director, Regional Centre where applicable be submitted with application form.

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Dr. Faiz Shamsi
Authorized Signatory

Administrative Officer
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Bareilly

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REGIONAL CENTRE (ECHS)
BAREILLY

MoD / GOI Letter No. 22B(03)/2020/WE/D(Ros-1) dated 2.7.2020

EMpanelment of HOSPITALS AND NURSING HOME FOR ECNS

BAREILLY

Sl. No	Name of Hospitals, Nursing Homes and Diagnostic Centres	Services proposed for recognition
1.	Rohilkhand Medical College and Hospital, Opposite Suresh Sharma Nagar, Pilibhit By Pass Road, Bareilly.	General Services: General Medicine, General Surgery, Obstetrics and Gynaecology, Paediatrics, Orthopaedics, ICU & Critical Care Units, ENT, Ophthalmology, Dermatology, Dental, Psychiatry and Blood Bank (i.e. Transfusion).
	NON NABH Beds: 674	Laboratory Services: Haematology, Histopathology, Biochemistry, Microbiology, Serology, Immunology Imaging Services: X-Ray, OPG, Mammography, CT Scan, MRI Specialized Services: Cardiology (Consultation and diagnostics), Interventional Cardiology, Infertility, Assisted Reproduction, Lithotripsy, General Surgery, Urology including Lithotripsy, Nephrology, Dialysis, Endoscopic Surgery, Gastroenterology, Respiratory Diseases, Critical Care Medicine, Neonatology, Onco Pathology, Transfusion Medicine

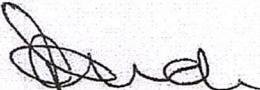
For Rohilkhand Medical College & Hospital

Authorised by



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DIRECTOR
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BAREILLY

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Administrative Officer
Rohilkhand Medical College & Hospital
Bareilly



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DIRECTOR
REGIONAL CENTRE (ECNS)
BAREILLY



ESIC
Chhattisgarh
Sarkari

उप क्षेत्रीय कार्यालय
कर्मचारी राज्य बीमा निगम
(अमेर एवं रोजगार मंत्रालय, भारत सरकार)
Sub Regional Office
Employees' State Insurance Corporation
(Ministry of Labour & Employment, Govt. of India)



द्वितीय तल, कर्मचारी राज्य बीमा निगम अस्पताल
पारिसर, सरोजिनी नगर, लखनऊ-226023, उत्तर
2nd floor, ESIC Hospital Complex, Sarojini Nagar,
Lucknow-226023, U.P.
दूसरा गं-0522-2471337, 2471338, 2471343
E-mail-sro.lucknow@esic.nic.in

पत्रांक:-30/SRO/LKO/Cash/18/Tie-up Hospital

दिनांक-18/04/2023

परिपत्र

विषय : उप क्षेत्रीय कार्यालय (SRO), कर्मचारी राज्य बीमा निगम (ESIC), लखनऊ के सेवारत कार्मिकों एवं उनके आधिकारों की विकित्सा सुविधा हेतु अनुमोदित अस्पतालों एवं परीक्षण केन्द्रों की अद्यतन सूची।

सभी सम्बन्धित अधिकारियों एवं कर्मचारियों को सूचित किया जाता है कि वर्ष 2023-24 के अन्तर्गत सी.जी.एच.एस. से अधिसूचित निम्न अस्पतालों/परीक्षण केन्द्रों को सकारात्मकारी ने सूचीबद्ध करने की स्वीकृति प्रदान कर दी है। सभी सम्बन्धित कार्मिकों एवं उनके आधिकारों (CSMA के अन्तर्गत) की विकित्सा सुविधा हेतु प्राधिकृत विकित्साधिकारी से सन्दर्भ कराने के पश्चात CGHS द्वारा अनुमोदित दरों पर OPD उपचार (Cash), तथा IPD एवं Emergency उपचार (Cashless) प्राप्त कर सकते हैं।

समस्त उपचार हेतु-

क्रमांक	अस्पताल का नाम	पता
1	T.S. Mishra Medical College & Hospital	Opp: Amausi Railway Station, Amausi, Lucknow-226008
2	Charak Hospital & Research Centre	Near Safed Masjid, Hardoi Road, Dubagga, Lucknow-226003
3	Nova Hospital	Patrakarpuram Crossing, Vikas Khand-1, Gomti Nagar, Lucknow-226010
4	SKD Hospital	KBC-27, Sec-B, LDA Colony, Kanpur Road, Lucknow-226005
5	Shekhar Hospital Pvt. Ltd.	B-Block, Church Road, Indira Nagar, Lucknow-226016
6	K. K. Hospital	87/88, Nabiullah Road, River Bank Colony, Near Suraj Kund Park, Dalganj, Lucknow
7	Vivekanand Poly Clinic & Institute of Medical Science	Vivekananda Puram, Lucknow-226007
8	Lucknow Metro Hospital & Trauma Centre	1/25, Vijay Khand, Gomti Nagar, Lucknow-226010
9	Rohilkhand Medical College & Hospital	Opp: Suresh Sharma Nagar, Pilibhit Bypass Road, Bareilly-243006

समस्त जाँच हेतु निदान केन्द्र (Diagnostic Centres)-

क्रमांक	अस्पताल का नाम	पता
1	Indira Diagnostic Center & Blood Bank	1 st Floor, Indradeep Complex, Sanjay Gandhi Puram, Faizabad Road, Lucknow-226016
2	Promila Diagnostic Center	Shanti Complex, Near kukrail Pul, Faizabad Road, Lucknow.
3	Charakdhar Diagnostic Pvt. Ltd.	292/05, Tulsi Das Marg, Chowk, Lucknow-226003
4	Nidan Diagnostic Centre	NH-A, Vivek Khand-2, Gomti Nagar, Lucknow-226010
5	Ipsum Medicare Pvt. Ltd.	KS-14, Aliganj Housing Scheme, Sitapur Road, Lucknow-226024
6	Delhi Institute of Functional Imaging	B-108, Sector-C, Mahanagar, Lucknow-226006

आँख के उपचार हेतु-

क्रमांक	अस्पताल का नाम	पता
1	Eye-Q Vision Pvt.Ltd	1- 3/299, Vishal khand-3, Gomti Nagar, Lucknow-226010 2- E-2025, Near Dena Bank, Rajajipuram, Lucknow-226012 3- B-60, Near India Overseas Bank, Aliganj, Lucknow-226024
2	Sun Eye Hospital & LASER Centre	57 B, Singar Nagar, Alambagh, Lucknow, UP-226005
3	Abhinav Drishti Eye Hospital	B-719, Sector-C, Mahanagar, Lucknow-226006

4	Chandra Mother & Eye Care	4/43 Vivek Khand, Gomti Nagar, Lucknow
5	Lucknow Eye Centre	2D/NH-01, Vrindavan-2, Raebareli Road, Lucknow-226029
6	Lucknow Eye Hospital (A Unit Of Perfect Vision Clinic Pvt. Ltd.)	82/031, Guru Govind Singh Marg, Lalkuan, Lucknow-226019
7	Prakash Netra Kendra Pvt. Ltd	NH-2, Vipul Khand-4, Gomti Nagar, Lucknow-226010
8	Mohan Eye Institute	179, Civil Lines, Station Road, Opposite Pancham Hotel, Bareilly-243001
9	Raj Eye Hospital Pvt. Ltd	Chhatra Sangh Chauraha, Cantt. Road, Gorakhpur-273001

दाँत के उपचार हेतु-

क्रमांक	अस्पताल का नाम	पता
1	Astha Dental Solutions	4/41, Vishal Khand, Gomti Nagar, Lucknow-226010
2	Shagun Dental Care Laser and Implant Centre	S-52, 1 st Floor, Gole Market, Mahanagar, Lucknow-226006
3	Satya Shiv Dental Clinic	UGF-7, 8, Milan Tower Complex, Kursi Road, Near Gayatri Mandir, Lucknow-226022
4	Grover Dental & Medical Centre	A-9/A, Nirala Nagar, Opp. Vivekanand Hospital, Lucknow-226020
5	Muskan Dental Clinic	NF-13, 1 st Floor, Karamat Market, opp. Good Bakery, Nishatganj, Lucknow

- उपर्युक्त समस्त अस्पताल/निदान/परीक्षण केन्द्रों का अनुबन्ध 31.03.2024 तक है।
- समस्त प्रभारी चिकित्साधिकारी, कर्मचारी राज्य बीमा औषधालय, लखनऊ परिक्षेत्र से अनुरोध है कि दिनांक-17.06.2014 को उत्तर प्रदेश सरकार द्वारा जारी शासनादेश सं-584/छत्तीस-6-2014-12(सा.)/2014 में निर्दिष्ट अनुदेशों के अनुपालन में उप क्षेत्रीय कार्यालय (SRO), कर्मचारी राज्य बीमा निगम (ESIC), लखनऊ के सेवारत कार्मिकों एवं उनके आश्रितजनों को कैशलेस उपचार हेतु सीधे उत्तर प्रदेश टाई-अप अस्पतालों/डायग्नोस्टिक सेंटरों में रेफर करना सुनिश्चित करें।
- चिकित्सा अधीक्षक (प्रभारी)/प्रवक्ष निदेशक, उपर्युक्त अस्पताल/निदान/परीक्षण केन्द्र, से अनुरोध है कि उप क्षेत्रीय कार्यालय (SRO), कर्मचारी राज्य बीमा निगम (ESIC), लखनऊ के सेवारत कार्मिकों एवं उनके आश्रितजनों को कार्मिकों के पहचान-पत्र/मेडिकल कार्ड के आधार पर चिकित्सा सुविधा देना सुनिश्चित करें।
- उक्त सूचीबद्ध अस्पतालों से चिकित्सा सुविधा, बीमित व्यक्तियों (IP) हेतु नहीं है।

માર્ગદારી

(सनत चूमार विस्वास)
सहायक निदेशक

मुत्तिलिपि सुचनार्थ एवं आवश्यक कार्यवार्ड हेतु प्रेषितः—

1. सभी शाखाएं, उप क्षेत्रीय कार्यालय, लखनऊ।
2. सभी शाखा कार्यालय, कर्मचारी राज्य बीमा निगम, लखनऊ एवं लखनऊ परिक्षेत्र।
3. चिकित्सा अधीक्षण, कर्मचारी राज्य बीमा निगम अस्पताल, सरोजी नगर, लखनऊ को सूचनार्थ प्रेषित।
4. संवेदित अस्पताल/डाइग्नोस्टिक सेंटर को इस आशय के साथ प्रेषित कि उप क्षेत्रीय कार्यालय (SRO), कर्मचारी राज्य बीमा निगम (ESIC), लखनऊ के सेवारत कार्मिकों एवं उनके आन्तितजनों को सी.जी.ए.स. (CGHS) द्वारा अनुमोदित दरों पर OPD उपचार (Cash), तथा IPD एवं Emergency उपचार (Cashless) उपलब्ध कराना सुनिश्चित करें।
5. मुख्य चिकित्सा अधिकारी, कर्मचारी राज्य बीमा योजना, श्रम चिकित्सा सेवायें, उ090, लखनऊ।
6. मेडिकल रेफरी, उप क्षेत्रीय कार्यालय (SRO), कर्मचारी राज्य बीमा निगम (ESIC), लखनऊ।
7. सभी कर्मचारी राज्य बीमा औपधालय, लखनऊ परिक्षेत्र को सूचनार्थ एवं आवश्यक कार्यवाही हेतु प्रेषित।
8. सूचना पट्ट।

(सनत कुमार विस्वास)
सहायक निदेशक



क्षेत्रीय कार्यालय
कर्मचारी राज्य बीमा निगम
(श्रम एवं रोजगार मंत्रालय, भारत सरकार)
‘पंचदीप भवन’, सर्वोदय नगर, कानपुर-208005
फोन नं. 0512-2219171 &72 &73 फैक्स 0512-2224061
Email:rd-up@esic.nic.in, rd-up@esic.in website: www.esicuttarpradesh.org

No: Ka-21-U/M.B.B/Hospital Empanelment /2019

Date:23.03.2021

To

The Director
Rohilkhand Medical College and Hospital,
Sharma Nagar, Pilibhit By Pass Road,
Bareilly-243006

Sub- Regarding extension of empanelment arrangement for ESIC Beneficiaries for SST.

Sir/Madam,

With reference to above subject, existing empanelment arrangement with your hospital, be continued (on same terms and conditions of existing MoU) till 30.06.2021 or till the fresh empanelment made by Regional office , Kanpur , Whichever is earlier.

This letter is issued with the approval of AC/RD.

Your faithfully,


(Dr. Santosh Kumar)
State Medical Officer
डॉ० संतोष कुमार
राज्य चिकित्सा अधिकारी
कर्मचारी राज्य बीमा निगम
कानपुर - 208005

Sr. No.8

ESIC-Secondary Care



INDIA NON JUDICIAL



Government of Uttar Pradesh

e-Stamp

Certificate No. : IN-UP59522014717756U
Certificate Issued Date : 05-Apr-2022 05:29 PM
Account Reference : NEWIMPACC (SV)/ up14523604/ BAREILLY SADAR/ UP-BLY
Unique Doc. Reference : SUBIN-UPUP1452360410155444877069U
Purchased by : MEDICAL SUPERINTENDENT ESIC HOSPITAL BAREILLY
Description of Document : Article 5 Agreement or Memorandum of an agreement
Property Description : Not Applicable
Consideration Price (Rs.) : 100
(One Hundred only)
First Party : MEDICAL SUPERINTENDENT ESIC HOSPITAL BAREILLY
Second Party : ROHILKHAND MEDICAL COLLEGE AND HOSPITAL
Stamp Duty Paid By : MEDICAL SUPERINTENDENT ESIC HOSPITAL BAREILLY
Stamp Duty Amount(Rs.) : 100
(One Hundred only)

AGREEMENT
BETWEEN

Employees State Insurance Corporation (ESIC)
AND

Rohilkhand Medical College and Hospital (Health Care Organization)

This Agreement is made on the 5th April 2022 between Medical Superintendent, ESIC Hospital, having its office at ESIC Hospital, Sleeper Road, Bareilly, U.P. 243502, U.P. (herein after called ESIC, which expression shall, unless repugnant to the context or meaning thereof, include the successors and include its successors and assigns) of the First Part.

AND

Rohilkhand Medical College and Hospital, Opp. Suresh Sharma Nagar, Pilibhit Bypass Road, Bareilly, U.P. of the Second Part.

WHEREAS the ESI Corporation is providing comprehensive medical care facilities to the ESI Beneficiaries.

AND WHEREAS ESIC proposes to provide treatment facilities and diagnostic facilities to the ESI Beneficiaries in the Private Recognized Hospitals.

AND WHEREAS, Rohilkhand Medical College and Hospital, Opp. Suresh Sharma Nagar, Pilibhit Bypass Road, Bareilly, U.P., offered to give the following treatment/diagnostic facilities to the ESI Beneficiaries in the Hospital:-

- I. General Medicine, ii. General Surgery, iii. Obstetrics & Gynaecology, iv. Pediatrics
- v. Orthopaedics, vi. Imaging & Diagnostic (X-Ray & USG), vii. Ophthalmology, viii. ICU, ix. NICU & PICU, x. Pathology & Microbiology tests, xi. Critical care/Emergency services, xii. Dental, xiii. ENT, xiv. Blood Bank, xv. All Investigations costing less than Rs 3000/- advised by specialists

Administrative Officer
Rohilkhand Medical College & Hospital
Bareilly

14
66104/2

Statutory Advice

1. The authority of this stamp certificate is given by signing a 'e-Stamping' service or using a 'Stamp Mobile App' or 'Quick Hasto' App. Accordingly, the details on this Certificate are available on the website / Mobile App referred above.
2. No one of the persons mentioned on the certificate
3. In case of any discrepancy, please contact the concerned authority.

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, addendums and modifications thereof made in accordance with the terms of this Agreement. It shall also include letter of Intent, Standard Operating Process (SOP), Notification of award, etc.

1.1.2 "Benefit" shall mean the extent or degree of medical service; the beneficiaries are entitled to receive as per the rules/instructions of ESIC on the subject.

1.1.3 "Bill Processing Agency" (BPA) means the agency appointed by ESIC for processing of Data/ Bills of all ESIC beneficiaries attending the empanelled Private Hospitals.

1.1.4 "Card" shall mean the ESIC Card/e-pehchan, issued by any competent authority of ESIC.

1.1.5 "Card Holder" shall mean a person having a ESIC Card/e-pehchan.

1.1.6 "ESIC Beneficiary" shall mean a person who is entitled for benefit under ESI Act and employees of ESIC Corporation who hold an ESIC card for the benefit.

1.1.7 "Coverage" shall mean the types of persons to be eligible as the beneficiaries of the ESIC to health services provided under the Scheme, subject to the terms, conditions and limitations.

1.1.8 "Diagnostic Center" shall mean the Health Care Organization performing tests/ investigations.

1.1.9 "Imaging Centre" shall mean the Health Care Organization performing X-ray, CT Scan, MRI, USG, etc.

1.1.10 "Health Care Organisation (HCOs)" shall mean the hospitals/ Exclusive Eye hospitals/centres, Exclusive Dental Clinics/ Diagnostic centres/ Imaging Centres.

1.1.11 "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 of the patient.

1.1.12 "Empanelment" shall mean the HCO authorized by the ESIC for treatment/ investigation purposes for a particular period.

1.1.13 "Hospital" shall mean the Health Care Organisation while performing under this Agreement providing medical investigation, treatment and the healthcare of human beings.

1.1.14 "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 ESIC beneficiaries after following certain procedure of inquiry.

1.1.15 "Party" shall mean either the ESIC or the Hospital and "Parties" shall mean both the ESIC and the Hospital.

1.1.16 "Rate" means the rate as per ESIC policy/SOP/CGHS/AIIMS notified circulars duly adopted and recommended by ESIC or uploaded on the website www.esicnic.in and BPA portal www.esicbpa.uiiitsl.com/esic from time to time by ESIC. It will include modification thereof.

1.1.17 "Package Rate" shall mean all inclusive – including lump sum cost of inpatient treatment / day care / diagnostic procedure for which a ESIC beneficiary has been permitted by the competent authority or 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 / 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) Physiotherapy charges etc. (xviii) Nursing care charges etc.

Package rates also include two pre-operative consultations and two post-operative consultations.

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

During In-patient treatment of the ESIC 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/ ESIC which includes the cost of all the items.

However, the following items are not admissible for reimbursement:

Toiletries
Sanitary napkins
Talcum powder
Mouth fresheners etc.

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 rates or as per ESIC.

Package rates envisage up to a maximum duration of indoor treatment as follows:

Upto 12 days for Specialized (Super Specialties) treatment
Upto 7 days for other Major Surgeries
Upto 3 days for / Laparoscopic surgeries / elective Angioplasty etc. 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, in exceptional cases, supported by relevant medical records and certified as such by hospital, the additional reimbursement may be allowed, 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 per specialists / consultants) and cost of medicines for additional stay).

No additional charge on account of extended period of stay shall be allowed if that extension is due to infection on the consequences of surgical procedure/ faulty investigation procedure etc.

If any empanelled health care Organization charges from ESIC beneficiary for any expenses incurred over and above the package rates vis-à-vis medicine, consumables, sundry equipment and accessories etc., which are purchased from external sources, based on specific authorization of treating doctor / staff of the concerned hospital and if they are not falling under the list of non-admissible items, reimbursement shall be made to the beneficiary and the amount shall be recovered from the pending bills of hospitals.

1.1.18 "General ward" is defined as a hall that accommodates four to ten patients.

2. The empanelled health Care Organization cannot charge more than CGHS/ESIC approved rates.

2.1 Packages rates for conditions/ procedures where CGHS (Central Government Health Scheme) treatment rates are available, the same will be applicable. The updated CGHS rates of city as given on the website should be followed.

2.2 Package rates have been devised for the treatments/ procedures not prescribed by CGHS. They will be called as ESIC rates.

2.3 Certain discounts on Drugs/ treatment/ procedures/ devices have been finalized. These are:

- 15% discount on hospital rates if there is no package procedure under CGHS/ESIC.
- For devices/ stents etc., 15% discount on MRP (Maximum Retail Price).
- In case of drugs not available in the CGHS/ESIC package/ Procedure, 10% discount on the MRP.

2.4 Regarding the patients admitted in tie-up hospitals, the empanelled hospitals should levy CGHS or ESIC approved rates for the procedures for which the Tie-up Hospitals are not empanelled (Prior permission from competent authority required). If no such rates are available, then there shall be a discount of 15% on normal scheduled rates of the hospital.

2.5 Chemotherapy drugs amount shall be paid as per LSD (Live Saving Drugs) rates.

2.6 ESIC also reserves the right to prescribe / revise rates for new or existing treatment procedure(s)/ investigation(s) as and when CGHS/ ESIC/ AIIMS revise the rates, or otherwise.

3. DURATION OF AGREEMENT

The agreement shall remain in force for a period of two years, till 03.04.2024 and may be extended for subsequent period (if satisfactory services are rendered to our ESIC beneficiaries) at the sole discretion of the Medical Superintendent, ESIC Hospital Sleeper Road, C.B.Ganj, Bareilly (U.P.)-243502 subject to fulfillment of all terms and conditions of this agreement and with mutual consent.

Agreement will be effective from the date of signing of the agreement. The renewal is not by right but will be at the sole discretion of Medical Superintendent, ESIC Hospital Sleeper Road, C.B.Ganj, Bareilly (U.P.)-243502. If applying for renewal the request letter should reach the Medical Superintendent, ESIC Hospital Sleeper Road, C.B.Ganj, Bareilly (U.P.)-243502 Office three months prior to the date of expiry of empanelment.

4. CONDITIONS FOR PROVIDING TREATMENT/SERVICES

4.1 GENERAL CONDITIONS

ESIC has right to refuse or accept any or all facilities/services available in HCO for empanelment.

If two or more parts of hospital are located in same premises then hospital shall agree for empanelment of all the parts even if management of the parts is different.

HCO shall investigate / treat the ESIC beneficiaries only for the condition for which they are referred with due authorization letter.

In case of unforeseen emergencies of these patients during admission for approved procedure, 'provisions of emergency treatment' shall be applicable.

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

ESIC has the right to monitor the treatment provided in the HCO.

4.2 AUTHORITY LETTER FOR TREATMENT

The treatment/procedure shall be performed on the basis of the authorization letter issued either offline or online for a beneficiary to avail cashless treatment/facility at respective empanelled HCO bearing all relevant details and duly signed by respective competent/ designated authority of ESIC.

4.3 INVESTIGATIONS PRIOR TO ADMISSION

All investigations regarding fitness for the surgery will be done prior to the admission for any elective procedure and are part of package.

4.4 ADDITIONAL PROCEDURES/INVESTIGATIONS

For any material / additional procedure / investigation other than the condition for which the patient was initially permitted, would require the permission of the competent authority except under emergency.

4.5 PROCEDURE WHERE REFERRED CASE NEEDS TREATMENT IN A SPECIALITY(ies) WHICH IS/ARE NOT AVAILABLE IN THE HOSPITAL

The HCO shall not undertake treatment of referred cases 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 Competent authorities. However in such cases the Hospital will charge as per the CGHS/ ESIC rates only for the treatment provided.

4.6 CHANGES IN INFRASTRUCTURE/STAFF TO BE NOTIFIED TO ESIC

The HCO shall immediately communicate to Medical Superintendent, ESIC Hospital, Bareilly about any change in the infrastructure / shifting of premises. The empanelment will be temporarily withheld in case of shifting of the facility to any other location without prior permission of ESIC. The new establishment of the same Hospital shall attract an amendment in MoU of empanelment process, for consideration of continuation of empanelment.

4.7 ANNUAL REPORT

The HCO will submit an annual report regarding number of referrals received, admitted ESIC beneficiaries, bills submitted to the ESIC and payment received, details of monthly report submitted to Medical Superintendent, ESIC Hospital, Bareilly. Annual audit report of the hospitals will also be submitted along with the statement.

The HCO shall submit all the medical records in digital format.

4.8 ELECTRONIC MEDICAL RECORD (EMR) / ELECTRONIC HOSPITAL RECORD (EHR)

The empanelled health Care Organizations shall have to implement Electronic Medical Records and EHR as per the standards and guidelines approved by competent authority as and when asked by ESIC.

4.9 MEETINGS

Authorized signatory / representative of the empanelled health care organizations shall attend the periodic meetings held by Medical Superintendent (M.S.)/ Medical Referee (M.R.)/ State Medical Officer (SMO)/ Regional Director (RD)/ Department / Establishment of ESIC required in connection with improvement of working conditions and for redressal of grievances.

4.10 INSPECTIONS

During the visit by M.S./ M.R./ S.M.O./ R.D. or any other authorized representative of ESIC, including BPA, the empanelled health care organization's authorities will cooperate in carrying out the inspection.

4.11 AID TO PUBLIC HEALTH AUTHORITIES

In case of any natural disaster / epidemic, the empanelled health care organizations shall fully cooperate with ESIC and will convey / reveal all the required information, apart from providing treatment.

4.12 NO COMMERCIAL PUBLICITY

The HCO will not make any commercial publicity projecting the name of ESIC / Ministry of Labour and Employment or Government of India. However, the fact of empanelment under ESIC shall be displayed at the premises of the empanelled health Care Organization indicating service offer to ESIC beneficiaries.

4.13 CONSENT FOR CONDUCTING ANNUAL HEALTH CHECK-UP FOR GROUP 'A' ESIC OFFICERS AGED '40' AND ABOVE AND FOR OTHER CATEGORIES OF ESIC BENEFICIARIES AS SPECIFIED BY ESIC

The Hospital shall agree for conducting all investigations / diagnostic tests / consultations etc. of the ESIC Group 'A' officers of above 40 years of age or as specified by ESIC from time to time as per the prescribed protocol, subject to the condition that the hospital shall not charge more than Rs.2000/- for conducting the prescribed medical examination of the male officers and Rs.2200/- for female officers of ESIC who come to the hospital/ institution with the requisite permission letter from their competent authority.

5. 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:

- ❖ 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 (CVA)-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(RTA) 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 for any available treatment services and demand an advance payment from the ESIC beneficiary. The refusal to provide the treatment to bonafide ESIC Beneficiaries in emergency cases, without valid ground, would attract disqualification for continuation of empanelment.

The nature and appropriateness of the emergency is subject to verification, which may be verified, inspected or medically audited by the nominated authority on random basis at its own discretion.

The Hospital will intimate all instances of patients admitted as emergencies without prior permission to the ESIC authorities / BPA appointed by ESIC within the prescribed time limit.

6. ENTITLEMENT

ESIC beneficiaries are entitled for facilities of general ward and treatment in higher Category of accommodation than the entitled category is not payable/permisable.

7. APPROVED RATES TO BE CHARGED

The empanelled health care organization shall charge from the ESIC as per the rates for a particular procedure/ package deal as prescribed by the CGHS/ESIC, 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.mic.in/cehsnew/index.asp>

The package rate will be calculated as per the duration specified by CGHS/ESIC. No additional charge on account of extended period of stay shall be allowed if, that extension is due to infection on the consequences of surgical procedure or due to any improper procedure and is not justified.

The rate being charged will not be more than what is being charged for same procedure from other (non-ESIC) patients or Organizations. An authenticated list of rates being charged from other non-ESIC Organizations will also be supplied to ESIC within 07 days of this Agreement.

The procedure and package rates for any diagnostic investigation, surgical procedure and other medical treatment for ESIC beneficiary under this Agreement shall not be increased during the validity period of this Agreement.

The empanelled health care organization agrees that during the In-patient treatment of the ESIC 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/ESIC which includes the cost of all the items. Appropriate action, including removal from ESIC empanelment and / or termination of this Agreement, may be initiated on the basis of a complaint, medical audit or inspections carried out by ESIC teams / appointed BPA.

The HCO shall agree to charge CGHS rates to ESIC employees on production of valid I-Card / Documentary proof even though treatment is not sought as ESIC beneficiary.

If a minor procedure forms part of a major procedure and is performed in same sitting then only 50% of its package rate is reimbursable.

8. NOTIFICATION OF NODAL OFFICERS

Empanelled health care Organizations shall notify and display name of two Nodal officers for ESIC beneficiaries, one of them being of the rank of Deputy MS/Addl. MS, who can be contacted by ESIC beneficiaries in case of any eventuality.

9. INFORMATION TO BE PROVIDED TO THE BPA BY HOSPITALS

EMERGENCY ADMISSIONS

86/04/22
H/ *Yashwant*
Administrative Officer
Rohilkhand Medical College & Hospital
Barwala

In case of dire need like road traffic accident, employment injury and other life threatening emergencies, ESI beneficiary may seek direct admission at tie-up hospital for cashless treatment. Tie-up Hospital will immediately start the establishing treatment and will seek permission from MS/SST office through online module www.esicbpa.utiitsl.com and e-mail for continuing further treatment. Treatment in no case would be delayed or denied because authorization is pending. Once it is verified as genuine, the referral letter may be issued to tie-up hospital for cashless treatment. Post discharge, the hospital would upload bills and other documents as per requirement of ESIC.

REFERRED ADMISSIONS

Where the ESIC beneficiary visits the hospital with a proper referral and authorization letter, the hospital will verify and submit information of admission to the BPA and to ESIC online. The BPA would respond with an authorization. Post discharge, the hospital would upload bills and other documents as per requirement of ESIC within prescribed time limit.

10. PROCESSING OF CLAIMS/BILLS BY BPA

ESIC has decided to appoint a Bill Processing Agency (BPA), presently UTIITSL, for processing the claims of empanelled HCO and recommends the payment to be released. Expenditure incurred on medical services provided by empanelled HCO shall be paid by ESIC directly to the empanelled facility after the bill is processed by BPA.

A Separate ESIC- SOP along with annexure for Online Bill Processing, Sub agreement, Changes and Addendum of MoA for Bill scrutiny, Processing and Payment with UTI-ITS (BPA) is an integral part of this agreement with ESIC.

11. PAYMENT

- 11.1 Bill once scrutinized by BPA, the MS, ESIC Hospital, Bareilly will release the payment as per turnaround time and guideline issued by ESIC Office from time to time.
- 11.2. BPA charges will be applicable as stated in EOI term and conditions.

12. MEDICAL AUDIT OF BILLS

There shall be a continuous Medical Audit of the services provided by the empanelled HCO.

13. DUTIES AND RESPONSIBILITIES OF EMPANELLED HEALTH CARE ORGANIZATIONS

It shall be the duty and responsibility of the empanelled HCO 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 HCO shall not assign, in whole or in part, its obligations to perform under the agreement, except with the ESIC's prior written consent at its sole discretion and on such terms and conditions as deemed fit by the ESIC. Any such assignment shall not relieve the HCO from any liability or obligation under this agreement.

15. EMPANELLED HEALTH CARE ORGANIZATION'S INTEGRITY AND OBLIGATIONS DURING AGREEMENT PERIOD

The empanelled HCO 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 HCO is obliged to act within its own authority and abide by the directives issued by the ESIC. The HCO is responsible for managing the activities of its personnel and will hold itself responsible for their misdemeanors, negligence, misconduct or deficiency in services, if any.

It is responsibility of empaneled HCOs (second party) to make available ambulance free of charge to referring ESIC Hospital for transportation of patient to tie-up HCOs.

16. SECURITY MONEY

Health Care Organizations that are recommended for empanelment after the initial assessment shall also have to furnish a Demand Draft from Nationalized Bank of Rs 3 Lakhs as security amount. The security amount will be refunded after termination / completion of contract without any interest after 3 months of settlement of all the dues.

17. FORFEITURE OF SECURITY AMOUNT AND REMOVAL FROM LIST OF EMPANELLED ORGANIZATIONS

In case of any violation of the provisions of the MOA by the health care Organizations empanelled under ESIC such as:

- 17.1 Refusal of service.
- 17.2 Undertaking unnecessary procedures
- 17.3 Prescribing unnecessary drugs/tests
- 17.4 over billing
- 17.5 Reduction in staff/ infrastructure/ equipment etc. after the hospital/ has been empanelled.
- 17.6 Non submission of the report, habitual late submission or submission incorrect data in the report
- 17.7 Refusal of credit to eligible beneficiaries and direct charging from them
- 17.8 if not recommended by NABH/NABL/QCI/CGHS at any stage
- 17.9 Discrimination against ESIC beneficiaries vis-à-vis general patients

The amount of security money (15%) will be forfeited and the ESIC shall have the right to de-recognize the health Care Organization for up to total empanelment period as the case may be. Such action could be initiated on the basis of a complaint, medical audit or inspections carried out by ESIC teams at random. The decision of the ESIC will be final.

The HCOs which are not NABH/NABL accredited may be empanelled provisionally on the basis of fulfilling the criteria and in the event of failure to get recommendation from NABH/NABL as the case may be, which must preferably be done within a period of six months but not later than one year of their empanelment, the empanelled HCO shall forgo 50% of the security money and its name would be removed from the panel of ESIC.

18. LIQUIDATED DAMAGES

- 18.1 HCO shall provide the services as per the requirements specified by the ESIC 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 ESIC Beneficiaries or defective service and negligence etc. the amount equivalent to 15% of the amount of Security Money will be charged as agreed Liquidated Damages by the ESIC. However, the total amount of the Security Money will be maintained intact being a revolving Guarantee.

18.2 In case of repeated defaults by the HCO, the total amount of Security Money will be forfeited and action will be taken for removing the Health Care Organization from the empanelment of ESIC as well as termination of this Agreement.

18.3 For over-billing and unnecessary procedures, the extra amount so charged will be deducted from the pending / future bills of the HCO and the ESIC shall have the right to issue a written warning to the health Care Organization not to do so in future. The recurrence, if any, will lead to the stoppage of referral to that particular Health care Organization or De-recognition from ESIC.

18.4 In case of default by an empanelled hospital which was part of a group of hospitals empanelled under ESIC and is now not on ESIC panel, recovery regarding overcharging/overbilling/ forfeiture of Security Money etc. by ESIC can be made from pending bills of the other hospitals of the group to valid Security Money of other empanelled hospital of same group.

19. TERMINATION FOR DEFAULT

The ESIC 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:

If the empanelled HCO 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 ESIC pursuant to Condition of Agreement or If the Health Care Organization fails to perform any other obligation(s) under the Agreement.

If the HCO in the judgment of the ESIC has engaged in corrupt or fraudulent practices in competing for or in executing the Agreement.

In case of any wrong doings as specified in Memorandum of Agreement by one hospital / centre / clinic / lab of a particular group, ESIC reserves the right to remove all empanelled hospitals / centres/ clinics/labs of that particular groups from its empanelled list of hospitals.

Either party can terminate the Contract with prior Notice of 3 (Three) Months.

20. NOTICE BEFORE TERMINATION OF AGREEMENT/EMPALEMENT BY THE HCO

The empanelled Hospital/Center will not terminate the agreement without giving a notice of minimum 3 months, failing which appropriate action as deemed fit and proper, including withholding of any payment due to them may be taken. No appeal against such decision will lie with any authority.

21. PENALTY CLAUSE:

Patient can't be denied treatment on the pretext of non-availability of beds / Specialists. In such circumstances treatment may be arranged from other hospitals of similar standard at the cost of empanelled hospital with prior approval of Medical Superintendent, ESIC Hospital Sleeper Road, C.B.Ganj, Bareilly (U.P.)-243502/Referring authority.

In case of premature termination of contract / agreement by the empanelled center without due notice they will have to deposit Rs.2,00,000/- (Rupees Two Lakh) as penalty to Medical Superintendent, ESIC Hospital Sleeper Road, C.B.Ganj, Bareilly (U.P.)-243502. If Hospital / Center does not deposit money forthwith the same will be deducted from security money / incoming

or pending bills.

22. INDEMNITY

The empanelled HCO shall at all times, indemnify and keep indemnified ESIC / 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 ESIC in consequence to any action or suit being brought against the ESIC, 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 requirements prevalent in India and will keep free and indemnify the ESIC from all demands or responsibilities arising from accidents or loss of life, the cause or result of which is the Hospital negligence or misconduct.

The Health care Organization will pay all indemnities arising out of such incidents without any extra cost to ESIC and will not hold the ESIC responsible or obligated. ESIC 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.

23. ARBITRATION

If any dispute or difference of any kind whatsoever (the decision whereof is not herein otherwise provided for) shall arise between the ESIC and the HCO upon or in relation to or in connection with or arising out of the Agreement, shall be referred to for arbitration by the Medical Superintendent, ESIC Hospital, Sleeper Road, C.B. Ganj, Bareilly, who will give written award of his decision to the Parties. The decision of the Regional Director, ESIC, Kanpur 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 Kanpur, U.P.

Xayam
Administrative Officer
Rohilkhand Medical College & Hospital
Bareilly
11
06/04/22

24. MISCELLANEOUS

- 24.1 Nothing under this Agreement shall be construed as establishing or creating between the Parties any relationship of Master and Servant or Principal and Agent between the ESIC and the Health Care Organization. The Health care Organization shall work or perform their duties under this Agreement or otherwise.
- 24.2 The Health care Organization agrees that any liability arising due to any default or negligence in not represent or hold itself out as agent of the ESIC.
- 24.3 The ESIC will not be responsible in any way for any negligence or misconduct of the Health Care Organization and its employees for any accident, injury or damage sustained or suffered by any ESIC 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.
- 24.4 The HCO 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.
- 24.5 This Agreement can be modified or altered only on written agreement signed by both the parties.
- 24.6 Should the HCO get wound up or partnership is dissolved, the ESIC 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 Health care Organization during the period when the Agreement was in force.
- 24.7 The HCO shall bear all expenses incidental to the preparation and stamping of this agreement.
- 24.8 HCOs shall bear all expenses incidental to the preparation and stamping of this agreement.
- 24.9 Empanelled centre will provide all the services on cashless basis to entitled ESI beneficiaries.

25. OTHER SERVICES TO BE PROVIDED

The empanelled Private Health Care Organization will, on the request of ESIC, agree to provide training to ESIC medical, Para-medical and nursing staff.

26. EXIT FROM THE PANEL

The Rates fixed by the ESIC shall continue to hold good unless revised by ESIC. In case the any other reason, the health care Organization no longer wishes to continue on the list under ESIC, it can apply for exclusion from the panel by giving one month notice. Patients already admitted shall continue to be treated.

27. NOTICES

27.1 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:

ESIC: Medical Superintendent, ESIC Hospital, Sleeper Road, C.B.Ganj, Bareilly, U.P.

Hospital with address:

Rohilkhand Medical College and Hospital, Opp. Suresh Sharma Nagar, Pilibhit Bypass Road, Bareilly, U.P.

27.2 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 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

Signed By

taijan
Administrative Officer
Rohilkhand Medical College & Hospital
For and on behalf of [redacted]

Dr Harish Chandra, *06/04/22*
For and on behalf of Medical Superintendent,
ESIC Hospital, Sleeper Road, C.B.Ganj, Bareilly, U.P.
Employees State Insurance Corporation.

In the presence of
(Witnesses)

1. *Dr Vivek Kr Pandey* *06/04/22*

2. *Sumit Parashar* *06/04/22*

In the presence of
(Witnesses)

1. *Chintan Singh* *06/04/22*
2. *Rakesh (Rakesh)* *06/04/22*

Sr.No- ११

ICAR-CARI



भारतीय पक्षी अनुसंधान संस्थान
इजटनगर - २४३ १२२ (उ.प्र.)



ICAR-CENTRAL AVIAN RESEARCH INSTITUTE
(An ISO 9001-2008 Certified Institute)
Izatnagar - 243 122, Distt. Bareilly (U.P.)

F.No.CARI/B&C/Asstt./MoU/Rohilkhand/2022/

Dated: Nov.01, 2022

To

Dr.Faiz Shamsi
Deputy Medical Superintendent-
cum-Administrative Officer
Rohilkhand Medical College & Hospital
Bareilly - 243 006

Sub.: Extension of Memorandum of Agreement (MoU) - regarding
Ref. : MoU dated 06.01.2020 and your letter dated 31.10.2022

Dear Sir,

With reference to the above, the Memorandum of Agreement (MoU) between ICAR-CARI, Izatnagar and Rohilkhand Medical College & Hospital including Dental College, Bareilly has been expired on 31.10.2022. Please extend it for further three years upto 31.10.2025 on the same terms and conditions laid-down in the above-cited MoU. The Competent Authority has accorded his kind approval/consent for this extension.

Thanking you and with regards,

Yours sincerely,

M. A. Khan
(Anwar Alam Khan)
Drawing & Disbursing Officer

Copy for information to:

1. F&AO, ICAR-CARI, Izatnagar.
2. PS to Director, ICAR-CARI, Izatnagar.
3. Concerned File.



उत्तर प्रदेश UTTAR PRADESH

AD 170142

BM 307706

MEMORANDUM OF AGREEMENT (MOA)

BETWEEN

50 Rs

DIRECTOR, CARI, IZATNAGAR (U.P.)

AND

ROHILKHAND MEDICAL COLLEGE & HOSPITAL & INCLUDING DENTAL
COLLEGE, BAREILLY (U.P.)

This Agreement (MOA) is made on the day of
20 between the President of Indian Council of Agricultural Research
acting through DIRECTOR, Central Avian Research Institute, Indian Council of
Agricultural Research, Government of India having its office at Krishi Bhawan, New
Delhi (here in after called CARI which expression shall, unless repugnant to the
context or meaning there of, be deemed to mean and include its successor and
assigns) of the First Part

AND

Rohilkhand Medical College & Hospital, Including Dental College
Bareilly (U.P.) of the Second Part.

WHEREAS, the Central Avian Research Institute is providing comprehensive medical
care facilities to the CARI Employees and Pensioners.

AND WHEREAS, CARI proposes to provide treatment facilities and diagnostic
Center in Bareilly and Izatnagar.



For Rohilkhand Educational Charitable Trust

Rehman

1.1.5 "CARI Beneficiary" shall mean a person who is eligible for medical coverage of CARI.

1.1.6 "Coverage" shall mean the types of employees/retired employees eligible as the beneficiary of the Scheme to health services provided under the Scheme, subject to the terms and conditions.

1.1.7 "Diagnostic Center" shall mean the Rohilkhand Medical College & Hospital, Including Dental College, Bareilly Performing tests/ investigation/ X-ray/ Ultrasound,/CAT,/MRI etc.

1.1.8 "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 of the patient.

1.1.9 "Empanelment" shall mean Rohilkhand Medical College & Hospital, Including Dental College, Bareilly authorized by the CARI for treatment of CARI beneficiaries purpose for a particular period.

1.1.10 "Hospital" shall mean the Rohilkhand Medical College & Hospital, Including Dental College, Bareilly while performing under this agreement providing medical investigation, treatments and the healthcare for beneficiaries of CARI.

1.1.11 "General Purpose Hospital" shall mean Rohilkhand Medical College & Hospital, Including Dental College, a hospital for the treatment of patients of any age and either sex who are suffering from any one or more diseases, illness of infirmity generally treated in one or more departments including in the Departments of General Medicine, General surgery, Obstetrics & Gynaecology, Pediatrics, Ortho and having facilities for X-ray/ Radiology services and laboratory services.

1.1.12 "De-recognition of Hospital" shall mean debarring the hospital after followings certain procedure of inquiry on account of adopting wrong treatment, unethical practices or fraudulent means in providing medical treatment to or not following the good hospital practices of the health care for the CARI beneficiaries.

1.1.13 "Party" shall mean the CARI or the Rohilkhand Medical College & Hospital Including Dental College, Bareilly and "Parties" shall mean both the CARI and the aforesaid Hospital.

1.1.14 "Package Rate" shall mean and include lump sum cost of in patient treatment/day care/ diagnostic procedure for which a CARI patient/beneficiary has been permitted by the competent authority or for treatment has been referred by the competent authority to hospital 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) Procedural charges/ surgeon's fee, (xi) Monitoring charges, (x) infusion charges, procedure charge/ surgeon's fee (xi) 2526051 For Rohilkhand Educational Charitable Trust

Anesthesia charges, (xii) Operation theatre charges, Procedural Charge/ Surgeon's fee (xiii) ICU/ ICCU Charges, (xiv) Cost of surgical disposables and all sundries used during hospitalization, (xv) Cost of medicine, (xvi) Related routine and essential investigation, (xvii) Physiotherapy charges. The package rate however, does not include expenses on telephone, tunics, cosmetics/ toiletries etc. These are not part of treatment regime, In order to recurring the scope..... procedure (xviii). Nursing care and charges for it services. POL charges for Ambulance to higher hospital.

1.1.15 "Service Area" shall mean the area within which the CARI had authorized the Rohilkhand Medical College & Hospital, including Dental College, Bareilly to provide Services as per agreement.

1.1.16 "Specialized treatment" shall mean the treatment in a particular specialty.

1.1.17 "TPA" shall mean a Third Party Administrator authorized by CARI to process the medical reimbursement claims or to carry out medical audit.

1.2 Annexure-I (facilities and list of Doctors) and Annexure-II (Rate list as per CS(MA)/CGHS) shall be deemed to be an integral part of this Agreement. Any change/ deviation made in the Annexure-I and II be informed by the Rohilkhand Medical College & Hospital, Bareilly to the Director, CARI, Izatnagar.

2. SERVICE AREA

The Rohilkhand Medical College & Hospital, Including Dental College, Bareilly shall provide treatment facilities to the CARI beneficiaries pertaining to District Bareilly including Izatnagar.

RATE

The Rohilkhand Medical College & Hospital, & Hospital, Including Dental College, Bareilly shall charge from CARI beneficiary as per applicable rates of CS(MA)/ CGHS (B-2 city Meerut).

4. FALL CLAUSE

In case of market rates for any procedure related to treatment less than the rates as per item No.-3 above, the Hospital will charge lower rate from the beneficiaries.

5. DURATION

The agreement shall remain in force for a period of three years from the date of renewal of agreement till it is modified or evoked, whichever is earlier. The period w. e. f. 1st April 2018 till the date of signing of renewal of agreement on..... will be treated as regularized period. For Rohilkhand Educational Charitable Trust

6. SUBMISSION OF BILLS TO BILL CLEARING AGENCY

The Rohilkhand Medical College & Hospital, & Hospital, Including Dental College, Bareilly will have to pay the processing fee for electronic/computerized processing of claims / bills as mutually agreed upon.

7. AUDIT OF BILLS

The continuous audit of the bills of the Rohilkhand Medical College & Hospital Including Dental College, Bareilly will be conducted by the CARI or any authority designated by CARI for that purpose within 30 days of discharge of the CARI beneficiary from Hospital or the date of diagnostic investigation.

8. REVISION OF RATES

In case the notified rates are revised by CARI after empanelment and such revised rates are not acceptable to the empanelled Rohilkhand Medical College & Hospital, Including Dental College, Bareilly or for any other reason, the Rohilkhand Medical College & Hospital, including Dental college, Bareilly if no longer wishes to continue on the list of empanelled Rohilkhand Medical College & Hospital including Dental College, it can apply for exclusion from the panel by giving three months notice and by depositing an exit fee equivalent to the average monthly bill submitted by it to the CARI in the preceding one year.

9. TREATMENT IN EMERGENCY

9.1 In emergency, the Hospital will not refuse admission or demand an advance payment from the beneficiary or his family member and will provide credit facilities to the patient whether the patient is a serving employee or a pensioner availing CARI facilities, on production of a valid CARI Card and the Hospital shall submit the bill for reimbursement to the CARI. The refusal to provide the treatment to bona fide CARI Beneficiary in emergency cases and other eligible categories of beneficiaries on credit basis, without valid ground, will attract disqualification and dis-continuation of empanelment.

9.2 The eligibility criteria of ward as per CS(MA) rules is given under :

	Basic	Ward
i)	Upto Rs.47600	General Ward
ii)	From 47601 - 63100.00	Semi private ward
iii)	From Rs.63101 and above	Private ward

The Rohilkhand Medical College and Hospital Including Dental College, will allot the ward to the in-patient as per the data provided to the Rohilkhand Medical College and Hospital including Dental College. If a patient wants allotment of ward higher than his eligibility, the amount excess to his eligibility may be charged directly from the patient but he should not be

denied for the same.

9.3 The following ailments may be treated as emergency which is illustrative only and not exhaustive, depending on the Condition of the patient:

- i. Acute Coronary syndrome (Coronary Artery Bye-pass Graft/ percutaneous Trans-luminal 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 stroke adam attack, Acute Aortic Dissection.
- ii. Acute Limb ischemia, Rupture of Aneurysm, Medical and surgical shock and peripheral circulatory failure.
- iii. Cerebro-Vascular attack- strokes, sudden unconsciousness, Head Injury, Respiratory Failure, decompensate lung diseases, Cerebro- Meningeal Infection, Convulsion, Acute Paralysis, Acute Visual loss.
- iv. Acute Abdomen Pain
- v. Road Traffic Accidents / with Injuries including Fall.
- vi. Severe Hemorrhage due to any case.
- vii. Acute Poisoning.
- viii. Acute Renal Failure.
- ix. Acute Abdomen pain in female including acute Obstetrical and Gynecological emergencies.
- x. Electric shock.
- xi. Any other life threatening condition.

10 GENERAL CONDITIONS

10.1 All Investigation regarding fitness for the surgery will be done prior to admission for any elective procedure and are part of package. For any material / additional produce / investigation not related to the condition for which the patient was initially permitted, would also be done if it is essentially required for the recovery/ prevention of serious deterioration of condition of patient.



10.2 The Package rate will be calculated as per rate list existed at the time of treatment will be charged.). No additional charges on account of extended period of stay shall be allowed if that extension is due to infection on the consequences of surgical procedures or due to any improper and is not justified.

10.3 The empanelled Rohilkhand Medical College & Hospital, Including Dental College, Bareilly shall provide services only for which it has been empanelled by CARI at rates will be fixed by CS(MA)/CGHS for B-2 Category of Cities in India.

10.4 The Rohilkhand Medical College & Hospital, including Dental College, Bareilly shall be empanelled for all facilities/ service available in the Hospital and it shall not be empanelled are selected specialist/ facilities.

10.5 The Rohilkhand Medical College & Hospital, including Dental College, Bareilly will also make arrangement showing CARI empanelment on the reception counter.

10.6 The Rohilkhand Medical College & Hospital, including Dental College, Bareilly shall not entertain or extend medical treatment to staff of CARI/pensioners coming to the hospital without valid refer slip of the Human Hospital, IVRI, Izatnagar. This refer slip will also be valid for follow up treatment for 10 days or 4 consecutive consultations whichever is earlier. However, in case of emergency/critical condition, the Rohilkhand Medical College & Hospital, including Dental College, Bareilly shall not insist upon for producing valid refer slip of the Human Hospital, IVRI, Izatnagar and emergency clause will be applicable in such case. The concerned employee should inform CARI say in 24 hours post admission in the hospital, accordingly the hospital may also advise him/her.

10.7 The Hospital will intimate all instances of patients admitted on the basis of the authority letter issued by the CARI authorities within one working day through fax/email cari_director@rediffmail.com /director.cari@icar.gov.in

10.8 The Hospital will intimate all instances if patients admitted in emergency condition without prior permission, to the CARI authorities / TPA appointed by the CARI, within one working day and if the patient require long period of time treatment in hospitalization, the Rohilkhand Medical College & Hospital, including Dental College, Bareilly and the employee may intimate such a situation to this Institute through Fax No. :0581-2301321 /
[email cari_director@rediffmail.com](mailto:cari_director@rediffmail.com) /director.cari@icar.gov.in

10.9 The Rohilkhand Medical College & Hospital, including Dental College, Bareilly shall made all possible efforts for cashless treatment of the staff of the Institute admitted or visiting the hospital for their medical treatment including O.P.D. The hospital shall also make its best efforts for providing medicine and other items essentially required to the patient hospitalized/admitted in emergency situation. The claim of these medicine/items will be reflected by the hospital in the medical bill including list of medicines.



10.10 The Rohilkhand Medical College & Hospital, including Dental College, Bareilly shall provide reports on monthly basis by the 10th days of the succeeding calendar month to the CARI in respect of the beneficiaries treated/investigated.

10.11 The Rohilkhand Medical College & Hospital, including Dental College, Bareilly shall submit all the medical records in digital format.

10.12 The Rohilkhand Medical College & Hospital, including Dental College, Bareilly agrees that any liability arising due to any default or negligence in providing or performances of the medical services shall be borne exclusively by the Rohilkhand Medical College & Hospital, including Dental College, Bareilly who shall be responsible for the defect and/ or deficiencies in rendering such services. Default or negligence will be decided by a panel of Doctors which are not employed in Rohilkhand Medical College & Hospital, including Dental College, Bareilly.

10.13 The CARI employees/pensioners will deposit amount for the items which non-reimbursable in nature as per CS(MA)/CGHS (B-2 city Meerut) to Rohilkhand Medical College and Hospital including Dental College, Bareilly. After getting bills verified from hospital they will submit the same to CARI office for reimbursement.

10.14 Authorized signatory/representative of Rohilkhand Medical College & Hospital, including Dental College, Bareilly shall attend the periodic meeting held by Director or any officer nominated by the Director, required in connection with improvement of working conditions.

10.15 During the visit by Director or any other authorized officer of CARI or any other authorized representative of the Indian Council of Agriculture Research, including TPA, the Rohilkhand Medical College & Hospital, including Dental College, Bareilly authorities shall cooperate in carrying out the inspection. The Rohilkhand Medical College and Hospital including Dental College, will provide this list to the Parking I/c who will not charge and parking charge on production of his/her identity card.

10.16 In case of any natural disaster/epidemic, the Rohilkhand Medical College & Hospital, including Dental College, Bareilly shall fully cooperate with the Indian Council of Agricultural Research (ICAR)/Director General of ICAR, Director, CARI, Izatnagar and will convey/reveal all the required information, apart from providing treatment.

10.17 The Rohilkhand Medical College & Hospital, including Dental College, Bareilly will not make any commercial publicity projecting the name of CARI/Indian Council of



Agricultural Research or Government of India. However, the fact of empanelment under CARI shall be displayed at the premises of the Hospital.

- 10.18 The Rohilkhand Medical College & Hospital, including Dental College, Bareilly will investigate/treat the CARI beneficiary patient only for the condition for which they were referred, and in the speciality and or purpose for which they are referred by IVRI Human Hospital/AMA. However, any other unforeseen condition during the treatment shall also be treated as medical emergencies. The expenses so payable to the Rohilkhand Medical College and Hospital, including Dental College, Bareilly shall raise up consolidated bill to the CARI for payment.
- 10.19 The Rohilkhand Medical College & Hospital, including Dental College, Bareilly shall not undertake treatment of referred cases in specialties for which it is not empanelled, But it will provide necessary treatment to stabilize the patient and transport the patients safely to suitable Govt./Recognized Hospital with the consent of the patient, under intimation to CARI authorities within 24 hours through e-mail. The Hospital will charge as per the CS(MA)/CGHS-Approved rates for B-2 Category of Cities in India.
- 10.20 The Institute shall provide to Rohilkhand Medical College & Hospital, including Dental College, Bareilly list of hospital approved by the Council for the purpose of medical treatment of staff and their dependent family members to enable the Rohilkhand Medical College & Hospital, including Dental College, Bareilly to refer the patient brought into the hospital in critical condition/emergency situation.
- 10.21 The Rohilkhand Medical College & Hospital, including Dental College, Bareilly will provide ambulance to the staff of the Institute in case the patient is referred to any other hospital within Bareilly during emergency without fail.
- 10.22 It will be mandatory on the part of the individual to intimate the authorities of the CARI Human Hospital within 24 hours in case of their hospitalization in emergency in the Rohilkhand Medical College & Hospital including Dental College.
- 10.23 The Rohilkhand Medical College & Hospital, including Dental College, Bareilly shall not charge any amount from CARI employees visiting the Hospital for medical checkup/treatment on account of parking his vehicle in cycle stand/motorcycle stand of the Hospital on production of valid Identity Card issued by the Institute.
- 10.24 Patients of CARI should be treated by Senior Doctors/Specialists/consultants. It shall also also provide the medical facilities from its city wellness centre and other branches on cashless basis.
- 10.25 A separate counter may be established by RMC&H, including Dental College, Bareilly for OPD of CARI patients.



For Rohilkhand Educational Charitable Trust

Arindra

11. DUTIES AND RESPONSIBILITIES OF ROHILKHAND MEDICAL COLLEGE & HOSPITAL INCLUDING DENTAL COLLEGE, BAREILLY

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

12. NON ASSIGNMENT

The Rohilkhand Medical College & Hospital, including Dental College, Bareilly shall not assign, in whole or in part, its obligations to perform under the agreement to third party, except with the CARI's prior written consent at its sole discretions and on such terms and conditions as deemed fit by CARI. Any such assignment shall not relieve the Rohilkhand Medical College & Hospital, including Dental College, Bareilly from any liability or obligation under this agreement.

13. ROHILKHAND MEDICAL COLLEGE & HOSPITAL INCLUDING DENTAL COLLEGE, BAREILLY INTEGRITY AND OBLIGATION DURING AGREEMENT PERIOD

The Rohilkhand Medical College & Hospital, including Dental College, Bareilly 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 Rohilkhand Medical College & Hospital, including Dental College, Bareilly is obliged to act within its own authority and abide by the directives issued by the CARI. The Rohilkhand Medical College & Hospital, including Dental College, Bareilly is responsible for managing the activities of its personal and will hold itself responsible for their misdemeanors, negligence, misconduct or deficiency in services, if any.

14. PERFORMANCE BANK GUARANTEE (PBG)

The Rohilkhand Medical College & Hospital, including Dental College, Bareilly will furnish Bank Guarantee in the prescribed preformat from a nationalized Bank for an amount of Rs. 2,50,000.00 (Two Lakh Fifty Thousand Rupees) only in the form of a FDR, valid for a period of 42 months i.e. six month beyond empanelment period to ensure efficient service and to safeguard against any default to ensure due performance under this Agreement and efficient service and to safeguard against any default (Annexure-I). In case of any violation of the provision of the Agreement, the provisions of Liquidated Damages (Clause 15) will be applicable.

FORFEITURE OF PERFORMANCE BANK GUARANTEE AND REMOVAL FROM EMPANELMENT



For Rohilkhand Educational Charitable Trust

[Signature]

The PBG will be forfeited and the Hospital removed from the list of empanelled institutions in case of the following.

- a) In case of any violation of the provision of MOA by the Rohilkhand Medical College Hospital including Dental College, Bareilly.
 - i. Refusal to service.
 - ii. Undertaking unnecessary procedures.
 - iii. Prescribing unnecessary drugs/test.
 - iv. Over billing.
 - v. Reduction in Staff/Infrastructure/equipment etc. after the Rohilkhand Medical College & Hospital including Dental College, has been empanelled.
 - vi. Non submission of report or submission of incorrect data in report.
 - vii. Discrimination against beneficiary.
 - viii. Not applying the approved rates

15. LIQUIDATED DAMAGES

- 15.1 In case of defaults (breach of agreement) by the Rohilkhand Medical College & Hospital, including Dental College, Bareilly suitable action will be taken including termination of this agreement.
- 15.2 In the first instance, the complaint will be examined by the CARI authorities and if the complaint is found to be true, the CARI shall have the right give a show cause notice to the Hospital to be replied by it within 10 days of its receipt, and the reply of the Hospital will be examined by a standing committee constituted for the purpose of deciding the appropriateness of the treatment of diagnostic procure, as the case may be. If the committee concludes that the Rohilkhand Medical College & Hospital, including Dental College, Bareilly has violated the provisions of the Agreement, necessary action will be taken for de-empanelled the Hospital. The decision of the CARI will be final.
- 15.3 For over-billing and unnecessary procedure, the extra amount so charged will be deducted from the pending/ future bills of the Rohilkhand Medical College & Hospital, including Dental College, Bareilly and the CARI shall have the right to issue a written warning to the Rohilkhand Medical College & Hospital, including Dental College, Bareilly not to do so in future. The recurrence, if any, will lead to the stoppage of referral to the Rohilkhand Medical College & Hospital, including Dental College, Bareilly center.



For Rohilkhand Educational Charitable Trust

16 TERMINATION FOR DEFAULT

16.1 The CARI may, without prejudice to any other remedy for breach of agreement by return notice of default sent to the Rohilkhand Medical College & Hospital, including Dental College, Bareilly terminate the agreement in whole or part.

- (a) If the Rohilkhand Medical College & Hospital, including Dental College, Bareilly fails to provide any or all of the services for which has been recognized with in the period(s) specifies in the agreement, or within any ext. there of if granted by the CARI pursuant to condition of agreement;
- (b) If the Rohilkhand Medical College & Hospital, including Dental College, Bareilly fails to perform any other obligation(s) under the agreement.
- (c) If the Rohilkhand Medical College & Hospital, including Dental College, Bareilly in the judgment of the CARI has engaged in corrupt or fraudulent practices in competing for or in executing agreement.

16.2 If the Rohilkhand Medical College & Hospital, including Dental College, Bareilly is found to be involved in or associated with any unethical, illegal or unlawful activities, the Agreements will be summarily suspended by CARI without any notice and there after may terminate the agreements, after giving a show cause notice and considering its reply if any, received within 10 days of the receipt show cause notice.

16.3 In case of any violation of the provision of the agreements by the Rohilkhand Medical College & Hospital, including Dental College, Bareilly such as (but not limited to) refusal of services, refusal of credit facilities to eligible beneficiaries and direct charging from the CARI Beneficiaries undertaking unnecessary procedures, prescribing unnecessary drugs/tests, deficient or defective service, over billing and negligence in treatment, the CARI shall have the right to de- recognize the hospital Diagnostic Center as the case may be.

17. INDEMNITY

The Rohilkhand Medical College & Hospital, including Dental College, Bareilly shall at all times, indemnify and keep indemnified CARI/the council against all actions, suits, claims and demands brought or made against it in respect of anything done or purported to be done by the Rohilkhand Medical College & Hospital, including Dental College, Bareilly in execution of or in connection with the services under this agreement and against any loss or damage to CARI/council in consequence to any action or suit being brought against CARI the council, along with (or otherwise), Rohilkhand Medical College & Hospital, including Dental College, Bareilly as a party to anything done or purposed to be done in the course of the execution of this agreement. The Rohilkhand Medical College & Hospital, including

Dental College, Bareilly will at all times abide by the job safety measures and other statutory requirements prevalent in India and will keep free indemnify the CARI from all demands or responsibilities arising from accidents or loss of life, the cause or result of which is the Rohilkhand Medical College & Hospital, including Dental College, Bareilly negligence or misconduct.

The Rohilkhand Medical College & Hospital, including Dental College, Bareilly will pay all indemnities arising from such incidents without any extra cost to CARI and will not hold the CARI responsible or obligated. CARI/ the council may at its discretion and shall always be entirely at the cost of the Rohilkhand Medical College & Hospital, including Dental College, Bareilly defends such suit, either jointly with the Rohilkhand Medical College & Hospital, including Dental College, Bareilly or singly in case the latter chooses not to defend the case.

18. ARBITRATION

If any dispute of difference of any kind whatsoever (the decision whereof is not herein otherwise provided for) shall arise between the CARI and the Rohilkhand Medical College & Hospital, including Dental College, Bareilly upon or in relation to or in connection with or arising out of the Agreement, shall be referred to for arbitration under the provisions of the Arbitration and Conciliation Act, 1996 and any amendment thereof, shall apply to the Arbitration proceedings. The jurisdiction of the Arbitration proceedings shall be at Bareilly. The arbitrator will be appointed by the Director, CARI, Izatnagar.

9 MISCELLANEOUS

- 19.1 Nothing under this agreement shall be construed as establishing or creating between the parties any relationship of Master and Servant or Principal and Agent between the CARI and the Rohilkhand Medical College & Hospital including Dental College.
- 19.2 The Rohilkhand Medical College & Hospital, including Dental College, Bareilly shall not represent or hold itself out as agent of the CARI.
- 19.3 The CARI will not be responsible in any way for any negligence or misconduct of the Rohilkhand Medical College & Hospital, including Dental College, Bareilly and its employees. ~~in case of any accident, injury or damage sustained or suffered by any CARI beneficiary or any third party resulting from or by any operation~~

conducted by and on behalf of the Rohilkhand Medical College & Hospital, including Dental College, Bareilly or in the course of doing its work or perform their duties under this Agreement or otherwise.

- 19.4 The Rohilkhand Medical College & Hospital, including Dental College, Bareilly shall notify the Council of any material change in their status and their shareholding or that of any Guarantor of the Hospital/Diagnostic Center in particular where such change would have an impact of the performance of obligation under this Agreement.
- 19.5 This agreement can be modified and altered only on written agreement signed by both the parties.
- 19.6 The Rohilkhand Medical College & Hospital, including Dental College, Bareilly will provide the list of the Doctors whose services are used for the beneficiary of the CARI. The Hospital will provide to the CARI, Izatnagar list of Doctors amended time to time. In case of negligence in treatment resulted into deformity or fatality, the affected heirs will be free to sue Rohilkhand Medical College & Hospital including Dental College.
- 19.7 Should the Rohilkhand Medical College & Hospital, including Dental College, Bareilly get wound up or partnership dissolved, CARI shall have the right to terminate the agreement. The termination of agreement shall not relieve the hospital or their heirs and legal representative from the liability in respect of the services provided by the hospital during the period when the agreement was in force.
- 19.8 The Rohilkhand Medical College & Hospital, including Dental College, Bareilly shall bear all expenses incident to the preparation and stamping this agreement.
- 19.9 Rohilkhand Medical College and Hospital, including Dental College, Bareilly will also make arrangement for providing cashless facility for treatment of CARI staff and pensioners. Hospital should charge CARI only admissible claims as per CS(MA) rules/CGHS and all expenditure incurred in non-reimbursable items shall be charged directly from the patient at Rohilkhand Medical College and Hospital including Dental College.

20. NOTICE

- 20.1 Any notice given by one party to the other, pursuant to this Agreement, shall be sent to other party in writing by registered/Speed post or by facsimile and

confirmed by original copy by post to the other party address as below:-
CARI: Director, CARI, Izatnagar-243122(U.P.)

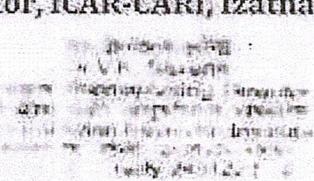
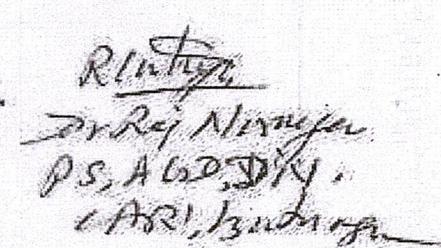
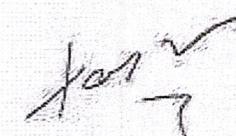
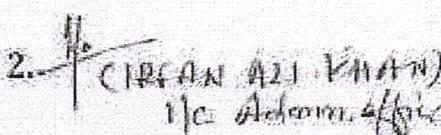
20.2 A notice shall be effective when served or on the notice's effective date, whichever is later. Registered communication shall be deemed to have been served even if it returned with remarks like refusal, left premises, locked, etc. The certificate of delivery of post may be provided from post office within thirty days.



For Rohilkhand Educational Charitable Trust

Subhash

IN WITNESSES WHEREOF, the parties have caused this Agreement to be signed and executed on the daymonth..... and the year..... first above mentioned.

Party - I	Party - II
 Director, ICAR-CARI, Izatnagar 	 Dr. Sharad Seth Principal For and on behalf of Rohilkhand Medical College & Hospital, Including Dental College, Bareilly Authorised Signatory Duly authorized vide Resolution No. dated of Rohilkhand Medical College & Hospital, Including Dental College, Bly
In the presence of (Witnesses) 1.  Dr. Raj Niraj P.S, A.G.D.D.Y. A.T.R.S.I, Bareilly	In the presence of (Witnesses) 1.  Dr. Faiz Shamsi Administrative Officer
2.  Mr. Mehfuz Hussain P.R.O.	

Sr. No-12

120 IFFCO



इंडियन फार्मर्स फर्टिलाइजर कोऑपरेटिव सिमिटेल
INDIAN FARMERS FERTILISER COOPERATIVE LIMITED
AONLA-I UNIT



CONTRACT AGREEMENT

Order No-1515 /204004231126

Rev No - 1
Rev Date 18-FEB-23

Order Date- 18/02/2023
Purchase Type Normal

290405

ROHILKHAND MEDICAL COLLEGE AND HOSPITAL
OPP. SURESH SHARMA NAGAR PILIBHIT BYPASS
ROAD
BAREILLY
BAREILLY - 243006
Telephone - //
Fax - //
Contact Person -
Mobile -
E-mail

Quotation No	Supplier	IFFCO
GST No	09AAATR6902J2Z9	09AAAAI0050M3ZR
TIN No.		
CST No		
ECC No.		AAAAI0050MXM004
PAN No.	AAATR6902J	AAAAI0050M
Service Tax No		
Requisition No	204001230633	
Co Type		Cooperative

Please arrange to supply/execute the following subject to the conditions mentioned herein and General Terms enclosed:

Brief Order Description: Contract for Medical Check-up of Employees and Spouse. Order Value INR 15,071.10.00

Value(in Words) INR FIFTEEN LAKH SEVEN THOUSAND ONE HUNDRED TEN ONLY

Valid From to

Your Bankers Bank Name: CENTRAL BANK OF INDIA, Branch Name: ROHILKHAND MEDICAL COLLEGE, A/C No: 1786600085 IFSC CBIN0283574

Textual Terms

Price Basis - CHECK-UP WILL BE DONE AT YOUR INSTITUTE.

GST - NOT APPLICABLE

Payment - 100% through RTGS/NEFT against monthly running bills duly verified by competent authority.

Contract Period - CONTRACT SHALL BE VALID FOR TWO YEARS W.E.F 09/04/2023 AND EXTENDABLE FOR ONE MORE YEAR ON MUTUAL CONSENT.

NOTE - (1) ATTACHED ANNEXURE AND GTC OF SERVICE SHALL BE THE PART OF ORDER. (2) 2-D Echo test may be included in place of TMT test in quoted price.

Our Bankers - INDIAN OVERSEAS BANK SAINDA BRANCH, P.O.-IFFCO TOWNSHIP, DISTT- BAREILLY- 243403

Special Purchase Condition - IFFCO SHALL PROVIDE THE VEHICLE FACILITY TO EMPLOYEES AND SPOUSE FOR MEDICAL CHECK-UP.

Consignee - INCHARGE (HOSPITAL)

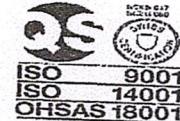
Consignee Destination - CMO

OUR GST - IFFCO AONLA GSTIN No. IS 09AAAAI0050M3ZR

Annexure:

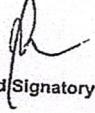


इंडियन फार्मर्स फर्टिलाइजर कॉऑपरेटिव लिमिटेड
INDIAN FARMERS FERTILISER COOPERATIVE LIMITED
AONLA-I UNIT



CONTRACT AGREEMENT

for INDIAN FARMERS FERTILISER CO-OPERATIVE LTD


Authorized Signatory - Commercial

BPA NO. 204004231126 FOR CONTRACT FOR MEDICAL CHECK-UP OF EMPLOYEES AND SPOUSES

S.NO	JOB DESCRIPTION	UOM	RATES
1	MEDICAL CHECK-UP OF EMPLOYEES ABOVE 40 YEARS AS PER ANNEXURER-1	NO.	₹ 2,987.00
2	MEDICAL CHECKUP OF SPOUSES AS PER ANNEXURE-2	NO.	₹ 2,662.00
3	MEDICAL CHECKUP OF EMPLOYEES BELOW 40 YEARS AS PER ANNEXURE-3	NO.	₹ 2,812.00

Authorized Signature

ANNEXURE-1

SCOPE OF CLINICAL CHECK-UP AND INVESTIGATIONS OF EMPLOYEES ABOVE THE AGE OF 40 YEARS

1. Consultation by physician MD (Medicine)+Ophthalmologist
2. Blood Examination
Hb, TLC, DLC, ESR, Blood Urea, S Creatinine, S. Uric Acid, Blood Sugar Fasting, TSH, SGPT, PSA, Lipid Profile
3. Urine Examination – Albumin, Sugar, M/E
4. ECG
5. Ultrasound Whole Abdomen
6. TMT
7. Pulmonary Function Test
8. Audiometry
9. X-ray Chest PA view

ANNEXURE-2

SCOPE OF CLINICAL CHECK-UP AND INVESTIGATIONS OF SPOUSES

1. Consultation by physician MD (Medicine)+Gynaecologist +Ophthalmologist
2. Blood Examination
Hb, TLC, DLC, ESR, Blood Urea, S Creatinine, S. Uric Acid, Blood Sugar Fasting, TSH, SGPT, Lipid Profile
3. Urine Examination, Albumin, Sugar, M/E
4. ECG
5. Mammosonography
6. Pap Smear
7. Ultra Sound Whole Abdomen
8. TMT

ANNEXURE-3

SCOPE OF CLINICAL CHECK-UP AND INVESTIGATIONS OF EMPLOYEES BELOW 40 YEARS OF AGE

1. Physical Examination by MD(Medicine doctor)+Ophthalmologist
2. Blood Examination
Hb, TLC, DLC, ESR, Blood Urea, S Creatinine, S. Uric Acid, Blood Sugar Fasting, Lipid Profile
3. Urine Examination – Albumin, Sugar, M/E
4. ECG
5. Audiometry
6. Pulmonary Function Test
7. Ultrasound Whole abdomen
8. X-ray Chest PA view

ANNEXURE-4

TERMS AND CONDITIONS:

1. The report in duplicate of the persons examined shall be kept ready on next day at your hospital and will be submitted to our Chief Medical Officer, at our site by you every week.
2. You will examine 4 to 6 persons daily.
3. The quoted rates will remain firm and contract shall be valid till completion number of medical Examinations mentioned. No escalation on any ground will be considered.
4. Your PAN should be mentioned in your every invoice.
5. You will raise the bills on monthly basis. Covering the employees examined during the particular month and such bills will be paid within 30 days from the date of receipt of certified bills.
6. Lunch to the employees coming for medical check-up will be provided by you free of cost Including driver in good hygienic canteen.



INDIAN FARMERS FERTILISER COOPERATIVE LIMITED
AONLA UNIT, BAREILLY

GENERAL TERMS AND CONDITIONS – WORK ORDER

1.0 DEFINITIONS

'PURCHASER' shall mean Indian Farmers Fertiliser Cooperative Limited.

'SELLER' shall mean the person, firm or corporation to whom this purchase / work order is issued.

'ORDER' shall mean this Order and all its attachments and exhibits.

'GOODS' and/or 'MATERIALS' shall mean the articles, materials, machinery, equipment, supplies, drawings, data and other property and all services-including design, delivery, installation, inspection, testing and commissioning specified or required to complete the order.

2.0 ACCEPTANCE OF ORDER

This order is expressly conditioned on Seller's acceptance of all the terms and conditions hereof. The Seller shall sign and return two acceptance copies of the order within 10 days of the receipt of the Order by him.

3.0 DEVIATIONS

This Order shall be subject to these General Terms and Conditions and any additional / specific conditions referred to in the order, and no deviation shall be made from the requirements of the Order or from the General Terms and Conditions unless such deviations be approved in writing by the Purchaser.

4.0 ASSIGNMENT AND SUBLETTING

Except with the prior permission of the Purchaser, the Seller shall not assign this Order or any part thereof or any money due hereunder to any other manufacturer/Supplier. Such permission if granted by the Purchaser will not, however, in any way relieve the contractual obligations of the Seller on whom the order has been placed.

5.0 PRICE REDUCTION CLAUSE

5.1 If for reasons not attributable to the Owner or due to conditions constituting force majeure, the execution of work is not completed in accordance with the provisions hereof, within and in accordance with the completion period as indicated in the terms and conditions of the Order, it is agreed that the Owner shall be entitled to recover and / or the Supplier shall pay to the Owner, without prejudice to any other right or remedy available to the Owner, the following amount as mutually agreed compensation:

5.1.1 A sum equivalent to 0.5% of the Order price for every complete week or part thereof for delay in execution of work, completion and handing over the Plant / Equipment to the Owner by the supplier, subject to a maximum 5% of total Order Price inclusive of escalation and contingencies, if any; Notwithstanding anything contained above in sub-clause-5.1.1, in the event of delay beyond 10 weeks in completion, the Owner reserve the right to cancel the Order wholly or partly and / or make alternative arrangements at the risk and cost of Supplier with a notice of 30 days to the Supplier.

5.1.2 A sum equivalent to 0.1% of the Order price for every complete week or part thereof, for delay in supply of technical documents and drawings, subject to a maximum of 0.5% of total Order Price inclusive of escalation and contingencies, if any.

5.1.3 The obligation of supplier under sub-clause 5.1.1 and 5.1.2 are independent of each other and accordingly the maximum limit of price reduction set out under each of sub-clause 5.1.1 and 5.1.2 are separately provided.

5.2 In case the consumption figures exceed the figures guaranteed by the Supplier, it is agreed that the Owner shall be entitled to recover and / or the Supplier shall pay to the Owner, without prejudice to any other right or remedy available to the owner, the following amount as mutually agreed compensation.

5.2.1 A sum equivalent to 0.5% of the Order price for over consumption of utility for every 1 % or part thereof subject to a maximum of 2.5% of the Order price inclusive of escalation and contingency, if any.

5.2.2 A sum equivalent to 0.5% of the price for reduction in output for every 1% and part thereof subject to a maximum of 2.5% of Order Price inclusive of escalation and contingency, if any.

5.2.3 The obligation of the Supplier under the above sub-clauses 5.2.1 and 5.2.2 are independent of each other and accordingly the maximum limit of price reduction set out under each of the said sub clauses 5.2.1 and 5.2.2 are separately provided. However, the aggregate liability of the Supplier pursuant to sub-clauses 5.2.1 and 5.2.2 shall be limited to 5% (five percent) of the total of the Order price inclusive of all contingencies and escalation payable, if any, payable by Owner to the Supplier / Contractor hereunder.

5.3 The amounts, as set in clauses 5.1 and 5.2 are agreed upon and fixed by the parties due to difficulties in ascertaining, on the date hereof, the exact amount that will be actually incurred by the Owner in such event and parties hereby agreed that the amount specified herein are a genuine pre-estimate made by the parties of the loss and damage which the Owner would have suffered and as by way of mutually determined reasonable compensation payable to the Owner and without the Owner required to establish and prove the actual loss / damage suffered by the Owner, not in the nature of penalty and shall be applicable regardless of the amount of such deduction in value actually sustained by the Owner.

5.4 The parties agree and acknowledge that the amount set out in clauses 5.1 and 5.2 above may be recovered by the Owner from the amount to be paid to the supplier and the Order Price shall stand reduced by such amount.

5.5 If the consumption of utilities is more than 105 % of the guarantee figure or the output is less than 95 % of the guaranteed figure, the supplies would stand rejected and Owner will be free to obtain replacement at the risk and cost of Supplier / Contractor.

5.6 Not Applicable

5.7 In case of failure on the part of Supplier/Contractor, GST compliance on deduction/recovery made by IFFCO will be done as given below:

In case the Supplier/Contractor delay the execution of work beyond the contract period or breach any other terms of contract due to reasonable cause, the suppliers must inform IFFCO with justification within 30 days from the date of Supplier/Contractor's invoice or date of completion of work whichever is earlier. In case no such request is received by IFFCO within the permissible time limit, the price reduction clause shall be applicable and no further request shall be entertained.

In case of valid justification by Supplier/Contractor and the same is accepted by IFFCO's Competent Authority, the balance payment shall be released to the Supplier/Contractor. For the supplies/works, where Supplier/Contractor's justification is not tenable, all the Recovery / Deductions mentioned in this contract would attract GST at the extant rate (currently 18%) which shall be charged by IFFCO and to be on account of the Supplier/Contractor.

6.0 FORCE MAJEURE

If the execution of the subject order is delayed or impeded by circumstances of force majeure as herein defined, the Seller shall immediately but not later than 48 hours give notice in writing to Purchaser of the existence of such circumstance(s) of Force Majeure together with the evidence relied upon and Purchaser shall grant to Seller, such postponement of the date of completion as may in all the circumstances, be considered reasonable.

The terms and conditions mentioned herein below shall be subject to the Force Majeure which shall mean and be limited to the following:

- a) any war or hostilities;
- b) any riot or civil commotion;
- c) any earthquake, flood, tempest, lightning or other natural physical disaster, impossibility of the use of any Railway, Port, Airport, Shipping services or other means of transport;
- d) any strike or lock-out (only those exceeding 10 continuous days in duration) affecting the performance of the Seller's/Purchaser's obligations.

7.0 TERMS OF PAYMENT

Unless otherwise specified in the Order, the terms of payment will be within 30 days of satisfactory completion of job, duly verified by IFFCO.

7.0 A. SUBMISSION OF BILLS

Bills for monthly running/progressive/completed jobs shall be submitted within 60 days of completion of jobs. Delay in submission of bills/non submission of bills, beyond 60 days (with grace period of 30 days) of stipulated bill submission period, may render the supplier to be put on holiday.

8.0 PAYMENTS OF WAGES

- (a) The contractor will pay wages to his workers not less than the minimum rate of wages under the Minimum Wages Act as may be prevailing from time to time during the execution of the work. The wages will be disbursed to the labour under supervision of IFFCO representative.
- (b) Invoice submitted to IFFCO shall be duly supported with the photostat copies of muster roll of the concerned contractor / sub-contractor for the period duly verified by IFFCO representative.

9.0 INSPECTION

The work of the contractor is subject to inspection by the owner or his authorized representative at all times.

10.0 PATENT RIGHTS

The Seller shall fully indemnify the Purchaser, its customers and users, against any action, claim or demand, costs of expenses, arising from or incurring by reason of any infringement or alleged infringement of letters, patent, trade mark or name, copyright or other protected rights in respect of any materials supplied. All royalties and the like payment shall be paid directly by the seller.

11.0 SPECIFICATIONS

All materials, equipments or services shall be supplied strictly in accordance with the specifications, drawings, data sheets, other attachments and conditions stated in the order. No deviations from such specifications or alterations of these conditions shall be made without the Purchaser's agreement in writing which must be obtained before material is placed on manufacture or any work commenced.

12.0 TAXES, DUTIES ETC.

Unless otherwise specified in the Order, all taxes, duties except GST will be borne by the Seller. GST as per applicable rates shall be payable extra. Further, in the event of any obligation of GST in future falling on IFFCO over the deductions on account of the deductions under Clause 5.7, the same shall be recoverable from the Supplier/Contractor. If any new tax is imposed by the Government of India during the execution of contract the same may be reimbursed by IFFCO subject to documentary evidence and verification.

13.0 MAINTENANCE PERIOD

The defect liability for the work covered under the contract shall be 12 months from the date of taking over. If any defects are noticed during this period 12 months, the contractor will rectify the same at his own cost. In case of failure by the contractor to rectify the defects within two weeks of receiving the notice, the owner will have an option to get the defects rectified at the risk and cost of the contractor. Owner will also have the right to forfeit or adjust security deposit or invoke the Performance Bank Guarantee in either way as the case may be.

14.0 FINANCIAL GUARANTEE FOR PERFORMANCE:

The contractor agrees to provide a financial guarantee equal to 5% (five percent) if specified in RFQ / Order of the total contractual value of the work awarded to him for faithful and excellent performance of contract. This guarantee can be in the form of a Bank Guarantee from a nationalised / scheduled bank to be valid from the date of payment of advance or commencement of work whichever is earlier until expiry of maintenance period or within the stipulated period given in Order and shall remain valid till warrantee period as the case may be. This guarantee must be submitted within 20 days of effective date of contract. Failure to do so would entitle the owner to deduct this amount from the first payment due to the contractor. However, the amount so deducted is refundable on submission of the Bank Guarantee specified above.

15.0 PROVIDENT FUND DEDUCTION:

The contractor will strictly observe the provisions of Employees Provident Fund Act, if applicable. The tenderer to whom work is awarded will be required to obtain P.F code no. from R.P.F.C. Kanpur / A.R.P.F.C. Bareilly and remit the recoveries to him. The contractor will submit documentary evidence of his registration with R.P.F.C / A.R.P.F.C. The contractor's contribution and worker's contribution towards Provident Fund (PF) and EPS (if applicable) shall be deposited by the contractor with the concerned authority. The contractor shall submit along with his monthly bill a statement regarding deductions against each employee for PF and EPS at the rates made applicable by the government from time to time of the wages rates / amount specified under PF Act, deducted by the contractor from the payment made to the workers who are eligible for PF and EPS deductions. The employer's matching contribution towards PF shall be solely borne by the contractor. In case of failure on the part of the contractor in this regard, the contractor's contribution and worker's contribution towards PF shall be deducted from the contractor's monthly bill and deposited with the authority concerned. The contractor registered under the Employees Provident Fund (EPF) and (Misc. Provision) Act, 1952 and having his own / his associate's EPF and Employees Pension Scheme (EPS) code number shall be preferred. The contractor shall have to deposit 0.5% or the prevalent percentage of the aggregate of wages in respect of employees who are members of Provident Fund, as the contribution to the Deposit Linked Insurance Scheme with concerned RPFC.

1. The Supplier shall comply with all the relevant provisions of the various Acts and Rules framed there under relating to the "employment of contract labour" by the contractor such as
 - (a) The Contract Labour (Regulation & Abolition) Act, 1970 and rules framed thereunder.
 - (b) The Factories Act, 1948 and rules framed thereunder.
 - (c) The Workmen's Compensation Act, 1923 and rules framed thereunder.
 - (d) The Employees Provident Funds & Miscellaneous Act, 1952 and various schemes framed thereunder.
 - (e) The Minimum Wages Act, 1948 and the rules framed thereunder.
 - (f) The Interstate Migrant Workmen (Regulation of Employment & Conditions of Service) Act, 1979 and any other present, future Acts / Rules which may be enacted / framed / made

applicable by the Central Government or the State Government as the case may be and is applicable to the contract labour from time to time.

- (g) The Employees' State Insurance, Act 1948 and rules framed thereunder.
- (h) Applicable Acts to cover statutory bonus, retrenchment benefit & accident Insurance. Any civil and / or criminal liability arising out of the non-compliance of the provisions of any Act or Rules as applicable to the contract labour on account of failure of the contractor will be at the sole risk, responsibility and cost of the contractor.
- (i) Contractor shall follow the safety rules so as to comply with the provisions of ISO-9001:2008, ISO-14001:2004 & OHSAS-18001:2007 attached at Annexure-I.

16.0 GOVERNING LAW AND JURISDICTION

All actions at law or suits out of, or in connection with this order or the subject matter thereof and whether as to construction or otherwise shall be instituted in a court of competent jurisdiction in which concerned plant/ office of IFFCO exists.

17.0 RESOLUTION OF DISPUTES/ARBITRATION

The OWNER/PURCHASER and the SELLER shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between them under or in connection with the purchase order. i) If after thirty (30) days from the commencement of such informal negotiations, the OWNER / PURCHASER and the SELLER have been unable to resolve amicably a purchase order dispute, either party may require that the dispute be referred for resolution to the formal mechanisms as specified hereunder.

17.1 LEGAL CONSTRUE

Subject to provisions of Article 15.2, the Order shall be, in all respects, construed and operated as an Indian Contract and in accordance with Indian Laws in force for the time being and is subject to the jurisdiction of Delhi Courts.

17.2 ARBITRATION

- a) Any dispute or differences whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be settled by arbitration in accordance with the provisions of the Arbitration & Conciliation Act, 1996 and the award made in pursuance thereof shall be binding on the parties.
- b) The performance under this contract shall not stop for any reason whatsoever during the said dispute / proceedings, unless the contractor/supplier is specifically directed by owner/buyer to desist from working in this behalf.
- c) The venue of arbitration shall be New Delhi.
- d) The language of proceedings shall be English.
- e) The law governing the substantive issues between the parties shall be the Laws of India.

18.0 DOCUMENTATION

Documentation shall be submitted as called for in the order.

19.0 OBLIGATION OF CONTRACTOR:

The contractor shall comply with all the legal requirement and statutory provisions of various laws as applicable from time to time and also confirm the compliance to the principal employer. All statutory and other government levies, if any, recoverable at source shall be recovered from the running bills.

20.0 FIXED PRICE

All prices shall be fixed for the duration of the Order including the period of any extension thereof and shall not be subject to escalation of any description during the said duration, notwithstanding any change in the cost of materials and/or labour, which may take place while the order is being executed, even though it might be necessary for the seller for any reason whatsoever to take longer delivery period than indicated in the Order.

21.0 DEFAULT

In the event of the default of SELLER to comply with any of the provisions or requirements hereof, PURCHASER shall have the right to terminate and cancel ORDER with or without notice and without prejudice to any other rights, elections, or remedies. PURCHASER may have, and PURCHASER shall be relieved from any further obligations to SELLER hereunder. In the event of such cancellation of ORDER, PURCHASER shall be entitled to arrange for the procurement of equipment, materials and services from alternate suppliers at the risk and cost of the SELLER. The waiver of one default shall not be considered an automatic waiver of any other default.

22.0 TERMINATION

IFFCO reserves the right to terminate or cancel this order in whole or in part by written or telegraphic notice to SELLER at any time prior to shipment from SELLER's shop. IFFCO shall pay SELLER his actual out of pocket costs including reasonable termination expenses in connection with cancellation as approved by IFFCO less previously paid progress payments upto the date of notifications. Upon settlement of cancellation costs, title to all affected goods, both completed and uncompleted, shall pass to IFFCO and SELLER shall safely hold the same for a reasonable time subject to receipt of IFFCO's written shipping instructions or other disposition instructions. However, this article shall not be applicable in case of termination by IFFCO due to default of SELLER.

23.0 CORRESPONDENCE

All correspondence shall state the RFQ / Order number and description and shall be addressed to the following official:

To,

JOINT GENERAL MANAGER (MATERIALS)

Indian Farmers Fertiliser Cooperative Ltd.

Paul Pothen Nagar

PO: IFFCO Township,

Distt.: Bareilly-243403 (U.P.) India

SUPPLIER/ VENDOR CONTRACT CLAUSES FOR GST

Clauses for output GST to be charged by Vendor and recovered from IFFCO

General clauses: -

1. For the purposes of this Clause the following expressions shall have the following meanings:
 - (a) GST - means any tax imposed on the supply of goods or services under GST Law.
 - (b) Cess - means any applicable cess, existing or future on the supply of Goods and Services.
 - (c) GST LAW - means IGST Act, GST (Compensation to the States for Loss of Revenue) Act, CGST Act, UTGST Act and SGST Act, 2017 and all related ancillary legislations.
2. "For the purpose of this contract/agreement, it is agreed between the parties that Goods and Services Tax applicable on this contract/agreement shall be borne and paid by [IFFCO] to [Vendor/Supplier/Contractor] in addition to the [contract account of output taxes to [IFFCO] by way of commensurate reduction in the contract sum/price at actuals]"
3. Vendor/Supplier/Contractor agrees to do all things not limited to providing GST invoices and / or other documentation as per GST law relating to the above supply, payment of taxes to Government, timely filing of valid statutory returns for the tax period and on the Goods and Service Tax Portal etc. that may be necessary to match the invoice on GSTN common portal and enable IFFCO to claim input tax credit in relation to any GST payable under this Agreement or in respect of any supply under this Agreement.
4. The Vendor/Supplier/Contractor agrees that the details of outward supplies made to IFFCO will be uploaded in the relevant GST Return Form as applicable from time to time on real time basis, not later than the statutory time limit.
5. Where any details of documents uploaded by the Vendor/Supplier/Contractor are rejected by IFFCO due to errors in such documents or wrong uploading/reporting of the details of such documents, the Vendor/Supplier/Contractor agrees to edit/amend/shift such documents or details thereof before filing of return for any subsequent month or quarter (as applicable), as the case may be.
6. Where the Vendor/Supplier/Contractor is required to issue e-invoice containing all the particulars as specified in Form GST INV-01 in terms of applicable Rules (as may be amended from time to time), it is agreed that the Vendor/Supplier/Contractor will comply with such e-invoicing requirements.
7. Vendor/Supplier/Contractor shall maintain high GST compliance rating track record at any given point of time. Payments shall be released only after verifying correctness of invoice data uploaded by Supplier/ Contractor on GST Portal. Once the Vendor/Supplier/Contractor has uploaded the details of outward supplies in Form GSTR-1, the Vendor/Supplier/Contractor agrees to file the return in relevant Forms/Returns by the statutory date which is currently 20th of the month succeeding the month/quarter (as applicable) for which return is to be filed without any delay.
8. In case the Input Tax Credit of GST is denied or demand is recovered from IFFCO on account of any non-compliance of GST Law by the Vendor/Supplier/Contractor, including non-compliance with e-invoicing provisions, delayed filing, incorrect filing or non-filing of Form GSTR-1 and Form GSTR-3B, non-payment of GST charged and recovered, the Vendor/Supplier/Contractor shall indemnify IFFCO in respect of all claims of tax, penalty and/or interest, input tax credit, loss, damages, costs, expenses and liability that may arise due to such non-compliance. Without prejudice, this amount may be recovered from any payment due to Vendor/Supplier/ Contractor against any Order placed in any Unit or Office of IFFCO.

Sr.No - 33

IVRI

11/2022



भारतीय पशु-चिकित्सा अनुसंधान संस्थान
इज़तनगर - 243 122 (उ.प्र.) भारत

INDIAN VETERINARY RESEARCH INSTITUTE
Izatnagar - 243 122 (U.P.) INDIA

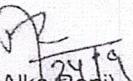


No.F.30-1/2017-E.I

Dated: 24.09.2022

OFFICE ORDER

The Director, IVRI has been pleased to extend of MOA w.e.f. 14.08.2022 to 13.08.23 with Rohilkhand Medical College & Hospital on same terms & condition laid as down in agreement executed on 14.08.2019.


(Alka Rani)

Asstt. Adm. Officer

Distribution

1. Dr. K.P.Singh, Joint Director(CADRAD) & Coordinator, Human Hospital, IVRI, Izatnagar.
2. The Joint Director(Admn.), IVRI, Izatnagar.
3. The Sr. Comptroller, IVRI, Izatnagar.
4. The Chief Administrative Officer, IVRI, Izatnagar.
5. The Incharge, Human Hospital, IVRI, Izatnagar, with the request to get remain updated for the dates of MOA while referring the cases.
6. Dr.(Mrs.) Bharti Singh, Medical Officer, Human Hospital, IVRI, Izatnagar, with the request to get remain updated for the dates of MOA while referring the cases.
7. Dr. Anupam Goel, Medical Officer, Human Hospital, IVRI, Izatnagar, with the request to get remain updated for the dates of MOA while referring the cases.
8. Dr. Amitabh Mishra, Medical Officer, Human Hospital, CARI, Izatnagar, with the request to get remain updated for the dates of MOA while referring the cases.
9. The Assistant Administrative Officer (OPR/Medical Section), IVRI, Izatnagar.
10. The Medical Superintendent, RMCH, Bareilly for information.
11. The P.P.S. to the Director, IVRI, Izatnagar.
12. The Incharge, ARIS Cell with the request to kindly arrange to upload the above Office Order on Institute's website.
13. The Asstt. Adm. Officer(e-office) with the request to upload the said Office Order on e-office.

उत्तर प्रदेश UTTAR PRADESH

EA 601199

MEMORANDUM OF AGREEMENT (MOA)

BETWEEN

DIRECTOR, ICAR- IVRI, IZATNAGAR- 243122 (U.P.)

AND

ROHILKHAND MEDICAL COLLEGE & HOSPITAL, BAREILLY-243006 (U.P.)

This Agreement (MOA) is made on the day of 15th August 2019 between the President of Indian Council of Agricultural Research acting through DIRECTOR, ICAR- Indian Veterinary Research Institute (here in after called IVRI, which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successor and assigns) under Indian Council of Agricultural Research, having its office at Krishi Bhawan, New Delhi.

Of the First Part

AND

Rohilkhand Medical College & Hospital, Bareilly (U.P.) of the Second Part.

(15/8/2019)

Uttar Pradesh

1.1.11 "General Purpose Hospital" shall mean Rohilkhand Medical College & Hospital, a hospital for the treatment of patients of any age and either sex who are suffering from any one or more diseases, illness or infirmity generally treated in one or more departments including in the Departments of General Medicine, General surgery, Obstetrics & Gynaecology, Pediatrics, Ortho/ Dental and having facilities for X-ray/ Radiology services and laboratory services.

1.1.12 "De-recognition of Hospital" shall mean debarring the hospital after followings certain procedure of inquiry on account of adopting wrong treatment, unethical practices or fraudulent means in providing medical treatment to or not following the good hospital practices of the health care for the IVRI beneficiaries.

1.1.13 "Party" shall mean the IVRI or the Rohilkhand Medical College & Hospital, Bareilly and "Parties" shall mean both the IVRI and the aforesaid Hospital.

1.1.14 "Package Rate" shall mean and include lump sum cost of in patient treatment/day care/ diagnostic procedure for which a IVRI patient/beneficiary has been permitted by the competent authority or for treatment has been referred by the competent authority to hospital 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) Procedural charges/ surgeon's fee, (ix) Monitoring charges, (x) Transfusion charges, procedure charge/ surgeons fee (xi) Anaesthesia charges, (xii) Operation theatre charges, Procedural Charge/ Surgeon's fee (xiii) ICU/ ICCU Charges, (xiv) Cost of surgical disposables and all sundries used during hospitalization, (xv) Cost of medicine, (xvi) Related routine and essential investigation, (xvii) Physiotherapy charges. The package rate however, does not include expenses on telephone, tunics, cosmetics/ toiletries etc. These are not part of treatment regime, **In order to recurring the scope..... procedure (xviii)**

Nursing care and charges for it services. POL charges for Ambulance to higher hospital.

1.1.15 "Service Area" shall mean the area within which the IVRI had authorized the Rohilkhand Medical College & Hospital, Bareilly to provide Services as per agreement.

1.1.16 "Specialized treatment" shall mean the treatment in a particular specialty.

1.1.17 "TPA" shall mean a Third Party Administrator authorized by IVRI to process the medical reimbursement claims or to carry out medical audit.

1.2 Annexure-I (facilities and list of Doctors) and Annexure-II (Rate list as per CS(MA)/CGHS) shall be deemed to be an integral part of this Agreement. Any change/ deviation made in the Annexure-I and II be informed by the Rohilkhand Medical College & Hospital, Bareilly to the Director, IVRI, Izatnagar.

(19/03/2011)

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2. SERVICE AREA

The Rohilkhand Medical College & Hospital, Bareilly shall provide treatment facilities to the IVRI beneficiaries pertaining to District Bareilly including Izatnagar.

3. RATE

The Rohilkhand Medical College & Hospital, Bareilly shall charge from IVRI beneficiary as per applicable rates of CS(MA)/ CGHS (B-2 city Meerut).

4. FALL CLAUSE

In case of market rates for any procedure related to treatment less than the rates as per item No.3 above, the Hospital will charge lower rate from the beneficiaries.

5. DURATION

The agreement shall remain in force for a period of three years from the date of agreement or till it is modified or evoked, whichever is earlier.

6. SUBMISSION OF BILLS TO BILL CLEARING AGENCY

The Rohilkhand Medical College & Hospital, Bareilly will have to pay the processing fee for electronic/computerized processing of claims / bills as mutually agreed upon. Alternatively, Rohilkhand Medical College & Hospital, Bareilly will have to get their claims scrutinized from such Third party administrators as may be approved by Director, IVRI and pay such charges for the processing as may be approved by Director, IVRI, as per item No.3 above.

7. AUDIT OF BILLS

The continuous audit of the bills of the Rohilkhand Medical College & Hospital, Bareilly will be conducted by the IVRI or any authority designated by IVRI for that purpose within 30 days of discharge of the IVRI beneficiary from Hospital or the date of diagnostic investigation.

8. REVISION OF RATES

In case the notified rates are revised by IVRI after empanelment and such revised rates are not acceptable to the empanelled Rohilkhand Medical College & Hospital, Bareilly or for any other reason, the Rohilkhand Medical College & Hospital, Bareilly if no longer wishes to continue on the list of empanelled Rohilkhand Medical College & Hospital, it can apply for exclusion

Kiran Kapoor

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from the panel by giving three months notice and by depositing an exit fee equivalent to the average monthly bill submitted by it to the IVRI in the preceding one year.

9. TREATMENT IN EMERGENCY

9.1 In emergency, the Hospital will not refuse admission or demand an advance payment from the beneficiary or his family member and will provide credit facilities to the patient whether the patient is a serving employee or a pensioner availing IVRI facilities, on production of a valid IVRI Card and the Hospital shall submit the bill for reimbursement to the IVRI. The refusal to provide the treatment to bona fide IVRI Beneficiary in emergency cases and other eligible categories of beneficiaries on credit basis, without valid ground, will attract disqualification and dis-continuation of empanelment.

9.2 The following ailments may be treated as emergency which is illustrative only and not exhaustive, depending on the condition of the patient.

- i. Acute Coronary syndrome (Coronary Artery Bye-pass Graft/ percutaneous Trans-luminal 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 stroke attack, Acute Aortic Dissection.
- ii. Acute Limb ischemia, Rupture of Aneurysm, Medical and surgical shock and peripheral circulatory failure.
- iii. Cerebro-Vascular attack- strokes, sudden unconsciousness, Head Injury, Respiratory Failure, decompensate lung diseases, Cerebro- Meningeal Infection, Convulsion, Acute Paralysis, Acute Visual loss.
- iv. Acute Abdomen Pain
- v. Road Traffic Accidents / with injuries including Fall.
- vi. Severe Hemorrhage due to any cause.
- vii. Acute Poisoning.
- viii. Acute Renal Failure.
- ix. Acute Abdomen pain in female including acute Obstetrical and Gynecological emergencies.

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- x. Electric shock.
- xi. Any other life threatening condition.

10 GENERAL CONDITIONS

- 10.1 All Investigation regarding fitness for the surgery will be done prior to admission for any elective procedure and are part of package. For any material / additional produce / investigation not related to the condition for which the patient was initially permitted, would require the permission of the competent authority by the employee/claimant.
- 10.2 The Package rate will be calculated as per rate list existed at the time of treatment will be charged. No additional charges on account of extended period of stay shall be allowed if that extension is due to infection on the consequences of surgical procedures or due to any improper and is not justified.
- 10.3 The empanelled Rohilkhand Medical College & Hospital, Bareilly shall provide services only for which it has been empanelled by IVRI at rates will be fixed by CS(MA)/CGHS for B-2 Category of Cities in India OR at regular charge of Rohilkhand Medical College & Hospital, Bareilly whichever is less.
- 10.4 The Rohilkhand Medical College & Hospital, Bareilly shall be empanelled for all facilities/ service available in the Hospital and it shall not be empanelled for selected specialist/ facilities.
- 10.5 The Rohilkhand Medical College & Hospital, Bareilly will also make arrangement showing IVRI empanelment on the reception counter.
- 10.6 The Rohilkhand Medical College & Hospital, Bareilly shall not entertain or extend medical treatment to staff of IVRI coming to the hospital without valid refer slip of the Human Hospital, IVRI, Izatnagar. This refer slip will also be valid for follow up treatment for 10 days or 4 consultations whichever is earlier. However, in case of emergency/critical condition, the Rohilkhand Medical College & Hospital, Bareilly shall not insist upon for producing valid refer slip of the Human Hospital, IVRI, Izatnagar and emergency clause will be applicable in such case. The concerned employee should inform IVRI say in 24 hours post admission in the hospital, accordingly the hospital may also advise him/her.
- 10.7 The Hospital will intimate all instances of patients admitted on the basis of the authority letter issued by the IVRI authorities within one working day through fax/email dirivri@ivri.res.in

Verbal

(1903212)

10.8 The Hospital will intimate all instances if patients admitted in emergency condition without prior permission, to the IVRI authorities / TPA appointed by the IVRI, within one working day and if the patient require long period of time treatment in hospitalization, the Rohilkhand Medical College & Hospital, Bareilly and the employee may intimate such a situation to this Institute through Fax No. : 0581-2303284 / email dirivri@ivri.res.in / opr243122@gmail.com.

10.9 The Rohilkhand Medical College & Hospital, Bareilly shall make all possible efforts for cashless treatment of the staff of the Institute admitted or visiting the hospital for their medical treatment including O.P.D. The hospital shall also make its best efforts for providing medicine and other items essentially required to the patient hospitalized/admitted in emergency situation. The claim of these medicine/items will be reflected by the hospital in the medical bill.

10.10 The Rohilkhand Medical College & Hospital, Bareilly shall provide **reports on monthly basis** by the 10th days of the succeeding calendar month to the IVRI in respect of the beneficiaries treated/investigated.

10.11 The Rohilkhand Medical College & Hospital, Bareilly shall submit all the medical records in **digital format**.

10.12 The Rohilkhand Medical College & Hospital, Bareilly agrees that **any liability** arising due to any default or negligence in providing or performances of the **medical services** shall be borne exclusively by the Rohilkhand Medical College & Hospital, Bareilly who shall be responsible for the defect and/ or deficiencies in rendering such services. Default or negligence will be decided by a panel of Doctors which are not employed in Rohilkhand Medical College & Hospital, Bareilly.

10.13 The IVRI employees will deposit amount as per CS(MA)/CGHS (B-2 city Meerut) existed at the time of treatment will be charged.). After getting bills verified from hospital they will submit the same to IVRI office for reimbursement.

10.14 IVRI may issue an advance cheque/ online payment as per the estimate according to the list of CS(MA)/CGHS for Expenses that will be incurred. After verification from the Hospital bills will be submitted to IVRI office for reimbursement. Any unutilized amount will be returned within fifteen days by cheque/ online to Director IVRI.

10.15 **Authorized signatory/representative** of Rohilkhand Medical College & Hospital, Bareilly shall attend the periodic meeting held by Director or any officer nominated by the Director, required in connection with improvement of working conditions.

Keval Upadhyay

19/03/12

10.16 During the visit by Director or any other authorized officer of IVRI or any other authorized representative of the Indian Council of Agriculture Research, including TPA, the Rohilkhand Medical College & Hospital, Bareilly authorities shall cooperate in carrying out the inspection.

10.17 In case of any natural disaster/epidemic, the Rohilkhand Medical College & Hospital, Bareilly shall fully cooperate with the Indian Council of Agricultural Research (ICAR)/Director General of ICAR, Director, IVRI, Izatnagar and will convey/reveal all the required information, apart from providing treatment.

10.18 The Rohilkhand Medical College & Hospital, Bareilly will not make any commercial publicity projecting the name of IVRI/Indian Council of Agricultural Research or Government of India. However, the fact of empanelment under IVRI shall be displayed at the premises of the Hospital.

10.19 The Rohilkhand Medical College & Hospital, Bareilly will investigate/treat the IVRI beneficiary patient only for the condition for which they were referred, and in the specialty and or purpose for which they are approved by IVRI. In case of unforeseen emergencies of these patients during admission for approved purpose/procedure, "Provision of emergency" shall be applicable.

10.20 The Rohilkhand Medical College & Hospital, Bareilly will provide necessary treatment to stabilize the patient and transport the patients safely to suitable Govt./Recognized Hospital with the consent of the patient, under intimation to IVRI authorities within 24 hours through e-mail if facility of treatment of such condition/ailment is not available in the Hospital. However, in such cases, the Hospital will charge as per the CS(MA)/CGHS-Approved rates for B-2 Category of Cities in India. The POL of ambulance for transport of patient to other hospital where the expertise is available may be submitted to the IVRI.

10.21 The Institute shall provide to Rohilkhand Medical College & Hospital, Bareilly list of hospital approved by the Council for the purpose of medical treatment of staff and their dependent family members to enable the Rohilkhand Medical College & Hospital, Bareilly to refer the patient brought into the hospital in critical condition/emergency situation.

10.22 The Rohilkhand Medical College & Hospital, Bareilly will provide ambulance to the staff of the Institute in case the patient is referred to any other hospital within Bareilly during emergency without fail.

10.23 It will be mandatory on the part of the individual to intimate the authorities of the IVRI Human Hospital within 24 hours in case of their hospitalization in emergency in the Rohilkhand Medical College & Hospital.

10.24 The Rohilkhand Medical College & Hospital, Bareilly shall not charge any amount from IVRI employees visiting the Hospital for medical checkup/treatment on account of parking his vehicle in cycle stand/motorcycle

19/07/12

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stand of the Hospital on production of valid Identity Card issued by the Institute.

- 10.25 Patients of IVRI should be treated by Senior Doctors/Specialists/consultants.
- 10.26 A separate counter may be established by RMC&H, Bareilly for OPD of IVRI patients.

11. DUTIES AND RESPONSIBILITIES OF ROHILKHAND MEDICAL COLLEGE & HOSPITAL

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

12. NON ASSIGNMENT

The Rohilkhand Medical College & Hospital, Bareilly shall not assign, in whole or in part, its obligations to perform under the agreement to third party, except with the IVRI's prior written consent at its sole discretion and on such terms and conditions as deemed fit by IVRI. Any such assignment shall not relieve the Rohilkhand Medical College & Hospital, Bareilly from any liability or obligation under this agreement.

13. ROHILKHAND MEDICAL COLLEGE & HOSPITAL, BAREILLY INTEGRITY AND OBLIGATION DURING AGREEMENT PERIOD

The Rohilkhand Medical College & Hospital, Bareilly 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 Rohilkhand Medical College & Hospital, Bareilly is obliged to act within its own authority and abide by the directives issued by the IVRI. The Rohilkhand Medical College & Hospital, Bareilly is responsible for managing the activities of its personal and will hold itself responsible for their misdemeanors, negligence, misconduct or deficiency in services, if any.

14. PERFORMANCE BANK GUARANTEE (PBG)

The Rohilkhand Medical College & Hospital, Bareilly will furnish Bank Guarantee in the prescribed proforma from a nationalized Bank for an amount of Rs. 5,00,000.00 (Rupees Five lakhs) only in the form of a FDR, valid for a period of 42 months i.e. six month beyond empanelment period to ensure efficient service and to safeguard against any default to ensure due performance under this Agreement and efficient service and to safeguard against any default (Annexure-1). In case of any violation of the provision of the

Verbal to Panel

(AOSHL)

Agreement, the provisions of liquidated Damages (Clause 15) will be applicable.

Forfeiture of Performance bank guarantee and Removal from empanelment.

The PBG will be forfeited and the Hospital removed from the list of empanelled institutions in case of the following.

- a) In case of any violation of the provision of MOA by the Rohilkhand Medical College Hospital.
 - i. Refusal to service.
 - ii. Undertaking necessary procedures.
 - iii. Prescribing unnecessary drugs/test.
 - iv. Over billing.
 - v. Reduction in Staff/Infrastructure/equipment etc. after the Rohilkhand Medical College & Hospital has been empanelled.
 - vi. Non submission of report or submission of incorrect data in report.
 - vii. Discrimination against beneficiary.
 - viii. Not applying the approved rates

15. LIQUIDATED DAMAGES

- 15.1 In case of defaults (breach of agreement) by the Rohilkhand Medical College & Hospital, Bareilly suitable action will be taken including termination of this agreement.
- 15.2 In the first instance, the complaint will be examined by the IVRI authorities and if the complaint is found to be true, the IVRI shall have the right give a show cause notice to the Hospital to be replied by it within 10 days of its receipt, and the reply of the Hospital will be examined by a standing committee constituted for the purpose of deciding the appropriateness of the treatment of diagnostic procurements, as the case may be. If the committee concludes that the Rohilkhand Medical College & Hospital, Bareilly has violated the provisions of the Agreement, necessary action will be taken for de-empanelled the Hospital. The decision of the IVRI will be final.
- 15.3 For over-billing and unnecessary procedure, the extra amount so charged will be deducted from the pending/ future bills of the Rohilkhand Medical College & Hospital, Bareilly and the IVRI shall have the right to issue a written warning to the Rohilkhand Medical College & Hospital, Bareilly not to do so in future. The recurrence, if any, will lead to the stoppage of referral to the Rohilkhand Medical College & Hospital, Bareilly center.

16. TERMINATION FOR DEFAULT

- 16.1 The IVRI may, without prejudice to any other remedy for breach of agreement

Kevaldas Agarwal

19/03/12

by return notice of default sent to the Rohilkhand Medical College & Hospital, Bareilly terminate the agreement in whole or part.

- (a) If the Rohilkhand Medical College & Hospital, Bareilly fails to provide any or all of the services for which has been recognized with in the period(s) specifies in the agreement, or within any ext. there of if granted by the IVRI pursuant to condition of agreement; or
- (b) If the Rohilkhand Medical College & Hospital, Bareilly fails to perform any other obligation(s) under the agreement.
- (c) If the Rohilkhand Medical College & Hospital, Bareilly in the judgment of the IVRI has engaged in corrupt or fraudulent practices in competing for or in executing agreement.

16.2 If the Rohilkhand Medical College & Hospital, Bareilly is found to be involved in or associated with any unethical, illegal or unlawful activities, the Agreements will be summarily suspended by IVRI without any notice and there after may terminate the agreements, after giving a show cause notice and considering its reply if any, received within 10 days of the receipt show cause notice.

16.3 In case of any violation of the provision of the agreements by the Rohilkhand Medical College & Hospital, Bareilly such as (but not limited to) refusal of services, refusal of credit facilities to eligible beneficiaries and direct charging from the IVRI Beneficiaries undertaking unnecessary procedures, prescribing unnecessary drugs/tests, deficient or defective service, over billing and negligence in treatment, the IVRI shall have the right to de- recognize the hospital Diagnostic Center as the case may be.

17. INDEMNITY

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

The Rohilkhand Medical College & Hospital, Bareilly will pay all indemnities arising from such incidents without any extra cost to IVRI and will not hold the IVRI responsible or obligated. IVRI/ the council may at its discretion and shall always be entirely at the cost of the Rohilkhand Medical College & Hospital. Bareilly defends such suit, either jointly with the Rohilkhand Medical College & Hospital, Bareilly or singly in case the latter chooses not to defend the case.

18. ARBITRATION

If any dispute of difference of any kind whatsoever (the decision whereof is not herein otherwise provided for) shall arise between the IVRI and the Rohilkhand Medical College & Hospital, Bareilly upon or in relation to or in connection with or arising out of the Agreement, shall be referred to for arbitration under the provisions of the Arbitration and Conciliation Act, 1996 and any amendment thereof, shall apply to the Arbitration proceedings. The jurisdiction of the Arbitration proceedings shall be at Bareilly. Arbitrator will be appointed by the DG, ICAR.

19. MISCELLANEOUS

- 19.1 Nothing under this agreement shall be construed as establishing or creating between the parties any relationship of Master and Servant or Principal and Agent between the IVRI and the Rohilkhand Medical College & Hospital.
- 19.2 The Rohilkhand Medical College & Hospital, Bareilly shall not represent or hold itself out as agent of the IVRI.
- 19.3 The IVRI will not be responsible in any way for any negligence or misconduct of the Rohilkhand Medical College & Hospital, Bareilly and its employees for any accident, injury or damage sustained or suffered by any IVRI beneficiary or any third party resulting from or by any operation conducted by and on behalf of the Rohilkhand Medical College & Hospital, Bareilly or in the course of doing its work or perform their duties under this Agreement or otherwise.
- 19.4 The Rohilkhand Medical College & Hospital, Bareilly shall notify the Council of any material change in their status and their shareholding or that of any Guarantor of the Hospital/Diagnostic Center in particular where such change would have an impact of the performance of obligation under this Agreement.
- 19.5 This agreement can be modified and altered only on written agreement signed by both the parties.

Below - Annexure

19/2011

19.6 The Rohilkhand Medical College & Hospital, Bareilly will provide the list of the Doctors whose services are used for the beneficiary of the IVRI. The Hospital will provide to the IVRI, Izatnagar list of Doctors amended time to time. In case of negligence in treatment resulted into deformity or fatality, the affected heirs will be free to sue Rohilkhand Medical College & Hospital.

19.7 Should the Rohilkhand Medical College & Hospital, Bareilly get wound up or partnership dissolved, IVRI shall have the right to terminate the agreement. The termination of agreement shall not relieve the hospital or their heirs and legal representative from the liability in respect of the services provided by the hospital during the period when the agreement was in force.

19.8 The Rohilkhand Medical College & Hospital, Bareilly shall bear all expenses incident to the preparation and stamping this agreement.

20. NOTICE

20.1 An one month notice given by one party to the other, pursuant to this Agreement, shall be sent to other party in writing by registered/Speed post or by facsimile and confirmed by original copy by post to the other party address as below:-
IVRI: Director, ICAR-IVRI, Izatnagar-243122 Distt.- Bareilly (U.P.)

20.2 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 refusal, left premises, locked, etc. The certificate of delivery of post may be provided from post office within thirty days.

Ismael Agarwal

(978912)

WHEREAS, the Indian Veterinary Research Institute is providing comprehensive medical care facilities to the IVRI Employees and Pensioners.

AND WHEREAS, IVRI proposes to provide treatment facilities and diagnostic Center in Bareilly and Izatnagar.

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

1. DEFINITIONS & INTERPRETATIONS

- 1.1 The following terms and expression shall have the following meanings for purposes of this Agreement.
 - 1.1.1 "Agreement" Shall mean this Agreement and all Schedules, supplement, 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 Medical Attendance Rules.
 - 1.1.3 "I.D. Card IVRI" shall mean the IVRI Card, issued by Competent Authority.
 - 1.1.4 "Card Holder" Shall mean an employee of IVRI having an IVRI I.D. Card.
 - 1.1.5 "IVRI Beneficiary" shall mean a person who is eligible for medical coverage of IVRI.
 - 1.1.6 "Coverage" shall mean the types of employees/retired employees eligible as the beneficiary of the Scheme to health services provided under the Scheme, subject to the terms and conditions.
 - 1.1.7 "Diagnostic Center" shall mean the Rohilkhand Medical College & Hospital, Bareilly Performing tests/ investigation/ X-ray/ Ultrasound/ CT Scan/ MRI etc.
 - 1.1.8 "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 of the patient.
 - 1.1.9 "Empanelment" shall mean Rohilkhand Medical College & Hospital, Bareilly authorized by the IVRI for treatment of IVRI beneficiaries purpose for a particular period.
 - 1.1.10 "Hospital" shall mean the Rohilkhand Medical College & Hospital, Bareilly while performing under this agreement providing medical investigation, treatments and the healthcare for beneficiaries of IVRI.

Keval Singh

CIAOSNL

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

Party - I	Party - II
<p><i>(Signature)</i> 14/8/19</p> <p>(Rajkumar Singh)</p> <p>Director, ICAR-IVRI, Izatnagar प्रबन्धक Director भारतीय पशु विज्ञान अनुसन्धान संस्था Indian Veterinary Research Institute इजातनगर, उत्तर प्रदेश, 243 122, भारत Izatnagar, Bareilly, 243 122 (U.P.)</p>	<p>For Rohilkhand Medical College & Hospital <i>(Signature)</i> Chairman</p> <p>For and on behalf of Rohilkhand Medical College & Hospital, Bareilly</p> <p>Duly authorized vide Resolution No. dated</p> <p>of Rohilkhand Medical College & Hospital, Bareilly</p>
<p>In the presence of (Witnesses)</p> <p>1. <i>(Signature)</i> DEBASIS MISHRA Chief Administrative Officer/ Deputy Secretary ICAR-IVRI, Izatnagar - 243 122</p> <p>2. <i>(Signature)</i> Rakesh Kumar Joint Director (Admin.) भारतीय पशु विज्ञान अनुसन्धान संस्था ICAR-Indian Veterinary Research Institute इजातनगर (उत्तर प्रदेश) Izatnagar (U.P.)</p>	<p>In the presence of (Witnesses)</p> <p>1. <i>(Signature)</i> Dr. RAHUL HANUMANTH M.S.</p> <p>2. <i>(Signature)</i> Dr. Rakesh Kumar M.S.</p>



उत्तर प्रदेश UTTAR PRADESH
Memorandum of Understanding (MOU)

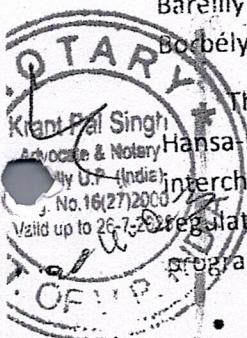
34AA 922500

Between

Bareilly International University, Bareilly, India
and

Hansa-Dont Fogszabályozási Stúdió, Budapest, Hungary

The memorandum of understanding is being signed for and behalf of Bareilly International University, Bareilly by Dr. S.K Thakur, Registrar, Bareilly International University, Bareilly and Hansa-Dont Fogszabályozási Stúdió, Budapest, Hungary by Professor Dr. Péter Borbély



This MOU aim to enhance relations between Bareilly International University and Hansa-Dont Fogszabályozási Stúdió by developing possibilities for academic and cultural interchange in teaching, research, and other activities. Within the framework of the regulation applying in each partner and subject to the availability of resources, the following programs and activities will be encouraged:

- Exchange of students
- Joint research activities
- Exchange of academic materials and information
- Exchange of faculty.

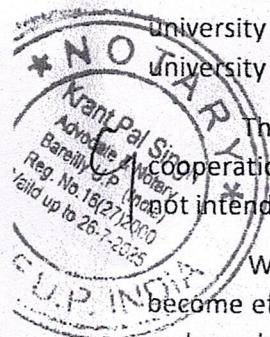
Under exchange program, the host shall organize and bear the cost of accommodation on campus, hospitality, and local transport. The air travel and medical insurance will be borne by student. In case of faculty, it will be borne by sending University.

The host will endeavour to facilitate for exposure and training in its departments and institutes including the use of its laboratories and libraries.

Bareilly International University

Péter Borbély

Information will be actively exchanged on research and study provided at the university as well information about the faculty members and the fields of research and university publications.



This MOU is a statement of intention between the partners in relation to the areas of cooperation set out above. With the exception of confidentiality obligations, the partners do not intend for this to be legally binding.

Whilst this MOU creates no binding obligations on the partners, the MOU shall become effective from the date of the signature and remains in force for period of one year and may be renewed yearly with mutual agreement.

16th April 2023

Dr. S. K Thakur
Registrar
Bareilly International University
Bareilly, India

Prof. Dr. Peter Borbely
Hansa-Dont Fogszabalyozasi Studio
Budapest, Hungary

Attested the execution of this Memorandum of Understanding
by Shri Dr. S. K. Thakur & Prof. Peter Borbely.
Identified by Shri Dr. S. K. Thakur
and acknowledge the act of execution of this
9/04/2023 Date
Krant Pal Singh
Advocate & Notary Public
Bareilly (U.P.) India

MEMORANDUM OF UNDERSTANDING (MoU)

BETWEEN UV Technologies (ISO: 9001:2005 – C. No.: GSC/0325/111 along with the Reg. No.: UDYAM-UP-08-0030090) AND BIU College of Humanities & Journalism

This Memorandum of Understanding (MoU) is entered into on this day by and between UV Technologies (Address: Lochi Nagla, Near Shewazpur, Budaun-243601, Email-vaibhavjauhari0077@gmail.com, Mob. Number- 8126416161) and BIU College of Humanities & Journalism, Bareilly International University, Bareilly, U.P.

The purpose of this MoU is to formalize an industry-academia partnership between UV Technologies and BIU College of Humanities & Journalism, Bareilly International University, with the objective of providing students with valuable practical learning experiences and career advancement guidance that complement their academic studies. This collaboration aims to bridge the gap between theoretical knowledge and industry practices, empowering students to develop the skills and competencies necessary for success in the professional world. Through this initiative, both parties are dedicated to enhancing students' technical and soft skills, fostering industry-relevant learning, and preparing them for a seamless transition into their careers. By working together, UV Technologies and BIU College of Humanities & Journalism are committed to nurturing a generation of graduates who are well-equipped to meet the dynamic challenges of the modern workforce.

Scope of Collaboration

This collaboration seeks to enhance students' practical knowledge, industry experience, and career prospects through a series of targeted workshops. The following areas of expertise will be covered:

- Web Development
- Digital Marketing
- Graphic Design
- Blockchain and Cryptocurrency
- Blockchain and Wallets
- Soft Skills and Professional Development

Schedule:

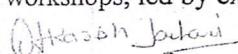
One workshop on any of the topics listed above will be conducted each semester on the college campus by UV Technologies, subject to mutual agreement on timing.

Duration:

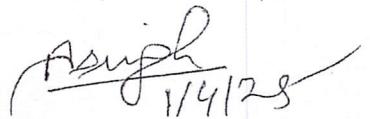
Each workshop will span two days to ensure in-depth learning and hands-on experience.

Content:

The workshops will cover key industry-relevant topics through engaging and interactive sessions. Practical exposure through hands-on projects will be an integral part of the workshops, led by experienced trainers from UV Technologies.



1
Vaibhav Jauhari


Asif
1/4/28

Skill Enhancement:

Through this collaboration, students will gain critical, real-world experience that will significantly enhance their technical and soft skills. This exposure is intended to bridge the gap between academic learning and professional expectations.

Job-Oriented Learning:

These workshops are specifically designed to provide job-oriented learning, equipping students with the skills needed to meet industry demands. Topics will be aligned with current industry trends and best practices.

Learning Outcomes:

Upon completion of the workshops, students will gain practical exposure and hands-on experience in the fields listed above, thereby enhancing their employability. Participants will also acquire skills that are directly applicable to the modern job market.

Certification:

Students who successfully complete the workshops will be awarded certificates issued by UV Technologies, validating their skills and achievements.

Feedback and Evaluation:

To ensure continuous improvement and relevance of the workshops, UV Technologies will collect feedback from students and faculty. This will help in refining future sessions and adapting the content to meet evolving industry needs.

Future Collaboration:

Both parties agree to explore further opportunities for collaboration, including but not limited to internship programs, industry visits, and guest lectures, to provide students with more holistic learning experiences.

Intellectual Property:

Any course material, presentation, or content developed during the workshops remain the intellectual property of the College and UV Technologies. Students may not distribute, sell, or reproduce these materials without prior written consent from the College and UV Technologies.

Financial Involvement

The workshops and all related activities will be provided free of cost. However, each student is required to pay a nominal registration fee of Rs. 50 for participation in each workshop. This fee will be collected by UV Technologies.

Responsibilities of UV Technologies

- **Conduct Professional Training:** UV Technologies will deliver high-quality workshops, ensuring that all content is aligned with current industry standards and best practices. These workshops will provide students with practical, hands-on experience.

Vaibhav Javhari

Vaibhav Javhari

Asif

- **Award Certification:** UV Technologies will issue certificates to students upon successful completion of each workshop, validating their participation and acquired skills.
- **Provide Qualified Trainers:** UV Technologies will ensure that experienced trainers and industry experts facilitate the workshops, offering in-depth insights and practical knowledge.
- **Curriculum Development:** UV Technologies will design and update the workshop curriculum to reflect the latest trends and requirements in the respective fields..

Responsibilities of BIUCHJ

- **Nominate and Facilitate Student Participation:** BIUCHJ will identify and nominate students who wish to participate in the workshops, ensuring that their interest is aligned with the topics offered. BIUCHJ will also facilitate the registration process for nominated students.
- **Coordinate Workshop Scheduling:** BIUCHJ will collaborate with UV Technologies to schedule workshops, ensuring they are aligned with the academic calendar and that appropriate resources (such as venues and time slots) are made available.
- **Provide Academic Support:** BIUCHJ will offer necessary academic assistance to students during their participation in the workshops. This may include providing access to study materials, offering guidance on the integration of workshop content into their academic curriculum, and addressing any queries or concerns related to the workshop's content.

Collaboration and Termination Clause

- **Collaborative Effort:** Both parties agree to work together in a spirit of collaboration to promote academic-industry engagement. The aim is to foster a culture of excellence, continuous learning, and skill development among students, ensuring alignment with industry standards and evolving market needs.
- **Termination of MoU:** Either party may terminate this Memorandum of Understanding (MoU) with a written notice of six months. This notice period will allow both parties sufficient time to wind down activities, fulfil any ongoing commitments, and address any pending matters.

Validity and Term

This Memorandum of Understanding (MoU) shall remain in effect for a period of three years from the date of signing, unless terminated earlier by either party in accordance with the terms outlined herein. The MoU may be renewed or extended by mutual written agreement of both parties.

Atul Jauhari

Vaibhav Jauhari

Signatories:

On behalf of UV Technologies:

Vaibhav Jauhari

Vaibhav Jauhari
(Vaibhav Jauhari)

(Mr Vaibhav Jauhari)

Designation: Owner

Date:

On behalf of BIU College of Humanities & Journalism:

Abnish Singh
(Dr Abnish Singh)

Designation: Principal

Date:

Witness 1:

Dr S. Jauhari, 2025
(Dr. Suresh Jauhari)

Shiv
10/10/25
(Shivanshu Agnihotri)

Witness 2:

Pooja Saxena
(Pooja Saxena)



UV TECHNOLOGIES

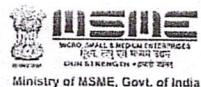
Your Digital Partner

Where innovation meets excellence! We provide cutting-edge technological solutions designed to enhance efficiency and performance. Trust us for reliable, future-ready technology.

Our Services

- ✓ Web Design
- ✓ Graphics Design
- ✓ Digital Marketing
- ✓ Professional Video Editing

registered With
ISO
9001:2015



Our Courses

- ✓ Web Design
- ✓ Graphics Design
- ✓ Digital Marketing
- ✓ Video Editing

Follow Us:-



@UVTECHNOLOGIES01

Contact us

+91 8126416161

+91 9027722261

 Government of India सूक्ष्म, लघु एवं मध्यम उद्यम मंत्रालय Ministry of Micro, Small and Medium Enterprises	 मम्मे सूक्ष्म, लघु एवं मध्यम उद्यम MICRO, SMALL & MEDIUM ENTERPRISES																					
UDYAM REGISTRATION CERTIFICATE																						
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UV TECHNOLOGIES																						
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* In case of graduation (upward/reverse) of status of an enterprise, the benefit of the Government Schemes will be availed as per the provisions of Notification No. S.O. 2119(E) dated 26.06.2020 issued by the M/o MSME.																						
Disclaimer: This is computer generated statement, no signature required. Printed from https://udyamregistration.gov.in & Date of printing: 25/03/2025																						

<p>For any assistance, you may contact:</p> <p>1. District Industries Centre: BADAUN (UTTAR PRADESH)</p> <p>2. SME-DFO: AGRA (UTTAR PRADESH)</p>	
<p>Print: Udyam Registration Certificate</p> <p>3/25/25, 6:26 PM</p>	
	<p>Visit: www.msmme.gov.in www.dcmssme.gov.in www.msmme.gov.in</p> <p>Follow us @msmme & @n</p>



Certificate of REGISTRATION

This is to certify that

UV TECHNOLOGIES

LOCHI NAGLA, NEAR SHEWAZPUR, BUDAUN, UTTAR PRADESH – 243601

Has been independently assessed by GS CERT and is compliant with the requirements of

ISO 9001:2015

QUALITY MANAGEMENT SYSTEM

For the following scope of activities: -

WE PROVIDE WEB DESIGN AND DEVELOPMENT SERVICES, GRAPHICS DESIGN SERVICES, VIDEO EDITING SERVICES, DIGITAL MARKETING SERVICES, INCLUDING SEARCH ENGINE OPTIMIZATION (SEO), SOCIAL MEDIA MARKETING, PAY-PER-CLICK (PPC) ADVERTISING ETC. ADDITIONALLY PROVIDING TRAINING AND CERTIFICATION COURSES IN GRAPHICS DESIGN, WEB DESIGN, VIDEO EDITING, DIGITAL MARKETING, CONDUCTING WORKSHOPS AND SEMINARS FOR STUDENTS AND PROFESSIONALS, OFFERING INTERNSHIP PROGRAMS FOR STUDENTS TO GAIN PRACTICAL EXPERIENCE.

This certificate is issued under the following conditions:

1. It applies only to the quality system maintained in the manufacture of above referenced scope / activities.
2. The certificate remains valid until the manufacturing conditions or the quality system are changed and is subject to Continuous surveillance according to the ISO 9001 : 2015 Guidelines.
3. The certificate validity is conditioned by positive results or surveillance audits. Further clarification regarding the scope of the certificate and applicability of the management system requirements may be obtained by consulting the Organization.

Certificate No.: GSC/0325/111

Issuance Date: 26/03/2025

1ST Surveillance Audit Due: 25/03/2026

Date of Expiry: 25/03/2028

2ND Surveillance Audit Due: 25/03/2027

This Certificate is property of GLOBAL STANDARDS CERTIFICATION and remains valid Subject to satisfactory surveillance audits.



Auth. Signatory

The Validity of this certificate can be verified at <http://www.gs-cert.in/verify-clients/> <https://nmsac.com/check-your-certification>
This certificate of registration remains the property of GLOBAL STANDARD CERTIFICATION. and shall be returned immediately upon request.

GLOBAL STANDARD CERTIFICATION is accredited by NMSAC

विश्वविद्यालय अनुदान आयोग
University Grants Commission
शिक्षा मंत्रालय भारत सरकर
(Ministry of Education, Govt. of India)
बहादुरशाह ज़फर मार्ग नई दिल्ली 110 002
Bahadurshah Zafar Marg, New Delhi - 110 002
Phone : 011 - 2360 4329, 011 - 2360 4325



०३ SEP 2022

September, 2022

NO. 11124164 (CPP-UPU)

The Registrar,
Bareilly International University,
Rohilkhand Medical College Campus,
Pilibhit Bypass Road, Bareilly - 243 006,
Uttar Pradesh.

Subject : Status of Bareilly International University, Rohilkhand Medical College Campus
Pilibhit Bypass Road, Bareilly, Uttar Pradesh – regarding –

Sir,
With reference to your letter No.BIU/REG/02/448 dated 05.09.2022 on the subject cited above, I am directed to inform you that the Bareilly International University, Rohilkhand Medical College Campus, Pilibhit Bypass Road, Bareilly - 243 006, Uttar Pradesh has been established/notified on 16.09.2016 as a Private University and is empowered to award degrees as specified under Section 22 of the UGC Act to the students studying in its main campus in regular mode with the approval of Statutory Bodies/Councils, wherever it is required, after ensuring required academic and physical infrastructure facilities including library, laboratories and engagement of teaching and supporting staff as per the norms and standards laid down by UGC and other relevant Statutory Council(s). The name of University has been included in the list of universities established as per Section 2(f) of UGC Act, 1956.

Yours faithfully,

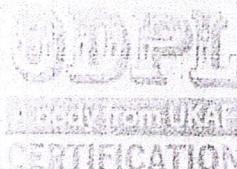
(Dr. Naresh Kumar Sharma)
Under Secretary

ODPL CERTIFICATION

ODPL CERTIFICATION

ODPL CERTIFICATION

Certificate No: QMS029-2317



Certificate of Registration

This is to certify that,

BAREILLY INTERNATIONAL UNIVERSITY

ROHILKHAND MEDICAL COLLEGE CAMPUS, PILIBHIT BYPASS ROAD, BAREILLY,

PINCODE-243006, UTTAR PRADESH

*has been independently assessed by ODPL Certification and
is compliant with the requirements of*

ISO 9001: 2015

Quality Management System

for the following scope of activities

MEDICAL FACULTY, DENTAL FACULTY, NURSING FACULTY, PHARMACY FACULTY, AYURVEDA FACULTY,
PARAMEDICAL FACULTY, FORENSIC SCIENCES FACULTY, MANAGEMENT FACULTY, HUMANITIES AND
JOURNALISM (TEACHING-LEARNING, RESEARCH, EXAMINATIONS & EVALUATIONS)

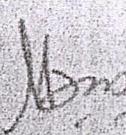
Date of Certification 22nd April 2022

2nd Surveillance audit due: 22nd April

1st Surveillance audit due: 22nd April 2023

Certificate Expiry: 21st April 2025




Signatory Authority

Validity of the certificate is subject to annual surveillance audits to be done successfully no later than four months of the year audit. In case of surveillance audit is not successful, the certificate shall be suspended or withdrawn. The validity of the certificate can be restored at www.odpl.in.
The certificate of registration remains the property of ODPL Certification and shall be retained immediately upon request. ODPL Certification is accredited by UKAS Accreditation Limited, UK. (www.ukas.ac.uk) Efecto ODPL stands for Odisha Effect Pvt. Ltd. Refer www.odpl.in for validity check of the certificate.

5, Jupiter House, Calleva Park, Aldermaston, Reading Berkshire RG7 8NN UK
India Office: ODPL Certification, Bhubaneswar, Delhi and Bangalore. Mail Id: cert@odpl.in, www.odpl.in

ODPL CERTIFICATION

ODPL CERTIFICATION

ODPL CERTIFICATION

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One workshop on any of the topics listed above will be conducted each semester on the college campus by UV Technologies, subject to mutual agreement on timing.

Duration:

Each workshop will span two days to ensure in-depth learning and hands-on experience.

Content:

The workshops will cover key industry-relevant topics through engaging and interactive sessions. Practical exposure through hands-on projects will be an integral part of the workshops, led by experienced trainers from UV Technologies.

Uttam Jauhari

Vaibhav Jauhari

*AS/PA
11/1/23*

Skill Enhancement:

Through this collaboration, students will gain critical, real-world experience that will significantly enhance their technical and soft skills. This exposure is intended to bridge the gap between academic learning and professional expectations.

Job-Oriented Learning:

These workshops are specifically designed to provide job-oriented learning, equipping students with the skills needed to meet industry demands. Topics will be aligned with current industry trends and best practices.

Learning Outcomes:

Upon completion of the workshops, students will gain practical exposure and hands-on experience in the fields listed above, thereby enhancing their employability. Participants will also acquire skills that are directly applicable to the modern job market.

Certification:

Students who successfully complete the workshops will be awarded certificates issued by UV Technologies, validating their skills and achievements.

Feedback and Evaluation:

To ensure continuous improvement and relevance of the workshops, UV Technologies will collect feedback from students and faculty. This will help in refining future sessions and adapting the content to meet evolving industry needs.

Future Collaboration:

Both parties agree to explore further opportunities for collaboration, including but not limited to internship programs, industry visits, and guest lectures, to provide students with more holistic learning experiences.

Intellectual Property:

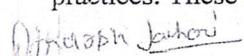
Any course material, presentation, or content developed during the workshops remain the intellectual property of the College and UV Technologies. Students may not distribute, sell, or reproduce these materials without prior written consent from the College and UV Technologies.

Financial Involvement

The workshops and all related activities will be provided free of cost. However, each student is required to pay a nominal registration fee of Rs. 50 for participation in each workshop. This fee will be collected by UV Technologies.

Responsibilities of UV Technologies

- **Conduct Professional Training:** UV Technologies will deliver high-quality workshops, ensuring that all content is aligned with current industry standards and best practices. These workshops will provide students with practical, hands-on experience.



- **Award Certification:** UV Technologies will issue certificates to students upon successful completion of each workshop, validating their participation and acquired skills.
- **Provide Qualified Trainers:** UV Technologies will ensure that experienced trainers and industry experts facilitate the workshops, offering in-depth insights and practical knowledge.
- **Curriculum Development:** UV Technologies will design and update the workshop curriculum to reflect the latest trends and requirements in the respective fields..

Responsibilities of BIUCM

- **Nominate and Facilitate Student Participation:** BIUCM will identify and nominate students who wish to participate in the workshops, ensuring that their interest is aligned with the topics offered. BIUCM will also facilitate the registration process for nominated students.
- **Coordinate Workshop Scheduling:** BIUCM will collaborate with UV Technologies to schedule workshops, ensuring they are aligned with the academic calendar and that appropriate resources (such as venues and time slots) are made available.
- **Provide Academic Support:** BIUCM will offer necessary academic assistance to students during their participation in the workshops. This may include providing access to study materials, offering guidance on the integration of workshop content into their academic curriculum, and addressing any queries or concerns related to the workshop's content.

Collaboration and Termination Clause

- **Collaborative Effort:** Both parties agree to work together in a spirit of collaboration to promote academic-industry engagement. The aim is to foster a culture of excellence, continuous learning, and skill development among students, ensuring alignment with industry standards and evolving market needs.
- **Termination of MoU:** Either party may terminate this Memorandum of Understanding (MoU) with a written notice of six months. This notice period will allow both parties sufficient time to wind down activities, fulfil any ongoing commitments, and address any pending matters.

Validity and Term

This Memorandum of Understanding (MoU) shall remain in effect for a period of three years from the date of signing, unless terminated earlier by either party in accordance with the terms outlined herein. The MoU may be renewed or extended by mutual written agreement of both parties.

Utkarsh Javhari

Jaibhav Javhari

Asif
17/4/25

On behalf of U
Signature:

Designation: Owner
(Mr. Vaibhav Jauhar)
Date:

On behalf of BIU College of Management:

(Dr. Abhishek Singh)
Designation: Principal

Witness 2:

John B. Borden

Witness 1:

Witness 2:

SWANSON, GENE ~~10/10/41~~ 10/10/41

1970

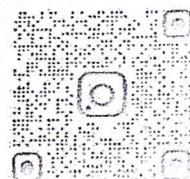
Sciliani

1974

Witness 2:

UVTECHNOLOGIES
+91 9027722261
+91 8126416161
Contact us

UVTECHNOLOGIES



- Video Editing
- Digital Marketing
- Graphics Design
- Web Design

9001:2015



registered With

Our Courses

Professional Video Editing

Digital Marketing

Graphics Design

Web Design

Our Services

Where innovation meets excellence. We provide cutting-edge technological solutions designed to enhance efficiency and performance. Trust us for reliable, future-ready technology.

Your Digital Partner

UV TECHNOLOGIES

ISO 9001:2015 CERTIFIED

UV TECHNOLOGIES



Disclaimer: This is computer generated statement, no signature required. Printed from https://udyamregistration.gov.in as Date of printing: 25/03/2025
The provisions of Notification No. S.O. 2119(G) dated 26.06.2020 issued by the Mo MSME.
In case of graduation (upward/reverse) of status of an enterprise, the benefit of the Government Schemes will be availed as per

25/03/2025

UDYAM REGISTRATION

2	7320 - Market and market research	7320 - Market and public opinion polling	Services
1	7310 - Advertising and market research	7310 - Advertising Services	Services
	NIC 2 Digit	NIC 4 Digit	NIC 5 Digit

24/03/2025

PRODUCT/BUSINESS
NAME OF COMMODITY/

REGISTRATION OF ENTERPRISE
NAME OF INCORPORATION /

Alloble	8126416161	Email:	valibhavjauhar10077@gmail.com
State	UTTAR PRADESH	District	BUDAUN, Pin 243601
Road/Street/Lane	buduan	City	buduan
Village/Town	buduan	Block	buduan
No.	Locality	Name of Premises/Building	near shewazpur

S.No.	UV Technologies
	Name of Unit(s)

NAME OF UNIT(S)

SOCIAL CATEGORY OF
ENTREPRENEUR

MAJOR ACTIVITY

TYPE OF ENTERPRISE *

1	2024-25	Micro	25/03/2025
	Classification Year	Enterprise Type	Classification Date

NAME OF ENTERPRISE

UDYAM-UP-08-0030090

UDYAM REGISTRATION NUMBER

UDYAM REGISTRATION CERTIFICATE

Ministry of Micro, Small and Medium Enterprises

Ministry of Micro, Small and Medium Enterprises

Government of India

Micro Sector

MSME

Print: Udyam Registration Certificate

If you need assistance, you may contact:

1. District Industries Centre: BADAUN (UTTAR PRADESH)

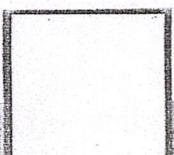
2. MSME-DFO: AGRA (UTTAR PRADESH)

Visit : www.msmebiz.gov.in ; www.dcmsme.gov.in ; www.msmebiz.gov.in

E-mail : msme@msme.gov.in & dcmsme@dcmsme.gov.in



.in





Certificate of REGISTRATION

This is to certify that

UV TECHNOLOGIES

LOCHI NAGLA, NEAR SHEWAZPUR, BUDAUN, UTTAR PRADESH – 243601

This has been independently assessed by GS CERT and is compliant with the requirements of

ISO 9001:2015
QUALITY MANAGEMENT SYSTEM

For the following scope of activities: -

WE PROVIDE WEB DESIGN AND DEVELOPMENT SERVICES, GRAPHICS DESIGN SERVICES, VIDEO EDITING SERVICES, DIGITAL MARKETING SERVICES, INCLUDING SEARCH ENGINE OPTIMIZATION (SEO), SOCIAL MEDIA MARKETING, PAY-PER-CLICK (PPC) ADVERTISING ETC. ADDITIONALLY PROVIDING TRAINING AND CERTIFICATION COURSES IN GRAPHICS DESIGN, WEB DESIGN, VIDEO EDITING, DIGITAL MARKETING, CONDUCTING WORKSHOPS AND SEMINARS FOR STUDENTS AND PROFESSIONALS, OFFERING INTERNSHIP PROGRAMS FOR STUDENTS TO GAIN PRACTICAL EXPERIENCE.

This certificate is issued under the following conditions:

1. It applies only to the quality system maintained in the manufacture of above referenced scope / activities.
2. The certificate remains valid until the manufacturing conditions or the quality system are changed and is subject to Continuous surveillance according to the ISO 9001 : 2015 Guidelines.
3. The certificate validity is conditioned by positive results of surveillance audits. Further clarification regarding the scope of the certificate and applicability of the management system requirements may be obtained by consulting the Organization.

Certificate No.: GSC/0325/111

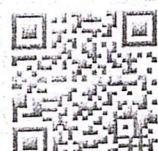
Issuance Date: 26/03/2025

1ST Surveillance Audit Due: 25/03/2026

Date of Expiry: 25/03/2028

2ND Surveillance Audit Due: 25/03/2027

This Certificate is property of GLOBAL STANDARDS CERTIFICATION and remains valid Subject to satisfactory surveillance audits.



Auth. Signatory

The Validity of this certificate can be verified at <http://www.gs-cert.in/verify-clients/> <https://nmsac.com/check-your-certification>
This certificate of registration remains the property of GLOBAL STANDARD CERTIFICATION, and shall be returned immediately upon request.

GLOBAL STANDARD CERTIFICATION is accredited by NMSAC

Under Secretary

(Dr. Naresh Kumar Shama)

Yours faithfully,

With reference to your letter No. BIU/REG/02/448 dated 05.09.2022 on the subject cited above, I am directed to inform you that the Bareilly International University, Rohilkhand Medical Campus, Pilibhit Bypass Road, Bareilly - 243 006, Uttar Pradesh has been incorporated under Section 22 of the UGC Act as a Private University and is empowered to award degrees in accordance with the approval of Statutory Bodies/Councils, wherever it is required, after consulting the relevant Statuary Council(s). The name of University has been included in the list of Universities established as per Section 2(u) of UGC Act, 1956.

Stans of Bareilly International University, Rohilkhand Medical College Campus,
Pilibhit Bypass Road, Bareilly, Uttar Pradesh - regarding.

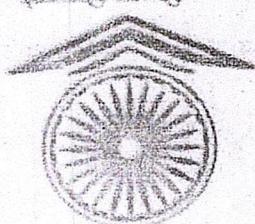
September, 2022

By E-mail

13 SEP 2022

Phone : 011 - 2360 4329, 011 - 2360 4325
Bhadrashah Zafar Marg, New Delhi - 110 002

Ministry of Education, Govt. of India
University Grants Commission
Tatyaganj, New Delhi - 110 002



Certificate No: QMS029-2317

Certificate of Registration

This is to certify that,

BAREILLY INTERNATIONAL UNIVERSITY

ROHILKHAND MEDICAL COLLEGE CAMPUS, PILIBHIT BYPASS ROAD, BAREILLY,

PINCODE-243006, UTTAR PRADESH

*has been independently assessed by ODP Certification and
is compliant with the requirements of*

ISO 9001: 2015

Quality Management System

for the following scope of activities

MEDICAL FACULTY, DENTAL FACULTY, NURSING FACULTY, PHARMACY FACULTY, AYURVEDA FACULTY,
PARAMEDICAL FACULTY, FORENSIC SCIENCES FACULTY, MANAGEMENT FACULTY, HUMANITIES AND
JOURNALISM. (TEACHING-LEARNING, RESEARCH, EXAMINATIONS & EVALUATIONS)

Date of Certification 22nd April 2022

2nd Surveillance audit due: 22nd April

1st Surveillance audit due: 22nd April 2023

Certificate Expiry: 21st April 2025



Signatory Authority

The validity of the certificate is subject to annual surveillance audits to be done successfully every before 30 days from date of the last audit. In case of nonconformity audit is not successful this certificate shall be suspended or withdrawn. The validity of the certificate can be extended upon request. ODP Certification is accredited by NAB Accreditation Council, UK (www.accreditationuk.co.uk). ODP Certification is accredited by Council of Medical Education for Chancery Dent. Inst. Ltd. Refer our website www.odpcert.com for validating seal of the certificate.

5, Jupiter House, Calleva Park, Aldermaston, Reading Berkshire RG7 8NN UK
India Office: ODP Certification, Bhubaneswar, Delhi and Bangalore. Mail Id: cert@odpct.com, www.odpcert.com

MEMORANDUM OF UNDERSTANDING (MoU)

BETWEEN Anugunjan (ISSN: 2454-8138) AND BIU College of Humanities & Journalism

This Memorandum of Understanding (MoU) is entered into on this by and between **Anugunjan**, Bareilly's prominent literary magazine/ journal quarterly published in print by Anukrati Prakashan (Add: 'Shivchhanh', 165-B, Bukharpura, Puranashahr, Bareilly (U.P.)-243005, Email- anugunjanpatrika@gmail.com, Mob. Number- 9412345679, and **BIU College of Humanities & Journalism**, Bareilly International University, Bareilly, U.P.

The purpose of this MoU is to establish an **industry-academia partnership** aimed at providing the students with exposure to practical training, internships, and career advancement guidance to complement their academic curriculum.

Scope of Collaboration

The collaboration will focus on enhancing the practical knowledge, industry experience, and career prospects of the students through the following key initiatives:

1. Professional Training Module

- **Duration:** 1 week of professional training followed by 1 month of mandatory internship.
- **Content:** Relevant topics covered through **interactive workshops, guest lectures, and hands-on projects** led by Anugunjan.
- **Certification:** Students will be awarded **Anugunjan Certificates** upon successful completion of the training.

2. Guaranteed Internship Program

- **Internship Duration:** 1 month in various activities of **Anugunjan**.
- **Exposure:** Students will be involved in **projects** and receive **experience letters** post-completion.
- **Learning Outcome:** Practical exposure to content creation, publishing, and digital media operations.

3. Career Advancement Guidance

- **Job-oriented Learning (JL):** Based on student performance, the selected interns will get Job-oriented Learning.
- **Skill Enhancement:** The collaboration will significantly enhance students' CVs by providing real-world experience and practical exposure.

20/3/25

Asif
20/3/25

Campus Visit

To further enrich the learning experience, Anugunjan will make campus visits, offering students an immersive experience into the academic/literary publications.

Proposed Itinerary:

- **Duration:** 2 hours
- **Activities:**
 - Guided tour of 'Shabd Samvaad' YouTube Channel.
 - Interactive sessions.
 - Workshop on career opportunities.
 - Q & A session with students.

This visit aims to **bridge academic learning with industry practices**, providing valuable insights, networking opportunities, and inspiration for future professionals.

Financial Involvement

- It is free of cost for the entire **training, internship, and other activities**.

Responsibilities of Anugunjan

- Provide **professional training and internship programs** to students in alignment with industry standards.
- Award **certificates and experience letters** to students upon successful completion.
- Make **campus visits** and ensure smooth execution of all proposed activities.

Responsibilities of BIUCHJ

- Nominate and facilitate student participation, if they are interested, in the **training, internship, and other programs**.
- Coordinate with Anugunjan for scheduling visits and other activities.
- Provide necessary academic support for students during their participation.

Mutual Agreement

- Both parties agree to work collaboratively to **promote academic-industry engagement** and foster a **culture of excellence**.
- Either party may terminate this MoU with **30 days' written notice**.

20/3/25
20/3/25

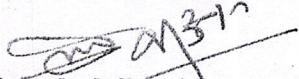
Asif
20/3/25

Validity and Term

This MoU shall remain in effect for a period of **3 years**, unless renewed or terminated by mutual agreement.

Signatories:

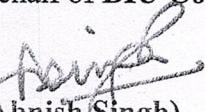
On behalf of **Anugunjan**:


(Dr Lovelesh Dutt)

Designation: Editor

Date: 20/3/25

On behalf of **BIU College of Humanities & Journalism**:


(Dr Abnish Singh)

Designation: Principal

Date: 20/3/25

This MoU reflects the mutual understanding between **Anugunjan** and **BIU College of Humanities & Journalism**, Bareilly International University to empower the students and bridge the gap between academic knowledge and industry practices.

MEMORANDUM OF UNDERSTANDING (MoU)

BETWEEN Anukriti Prakashan AND BIU College of Management

This Memorandum of Understanding (MoU) is entered into on this by and between **Anukriti Prakashan**, Bareilly's publication house (Add: 'Shivchhanh', 165-B, Bukharpura, Puranashahr, Bareilly (U.P.)- 243005, Email- anugunjanpatrika@gmail.com, Mob. Number- 9412345679, and **BIU College of Management**, Bareilly International University, Bareilly, U.P.

The purpose of this MoU is to establish an **industry-academia partnership** aimed at providing the students with exposure to practical training, internships, and career advancement guidance in the field of designing, printing, publishing, and marketing to complement their academic curriculum.

Scope of Collaboration

The collaboration will focus on enhancing the practical knowledge, industry experience, and career prospects of the students through the following key initiatives:

1. Professional Training Module

- **Duration:** 1 week of professional training followed by 1 month of mandatory internship.
- **Content:** Relevant topics covered through **interactive workshops, guest lectures, and hands-on projects** in the field of designing, printing, publishing, and marketing led by **Anukriti Prakashan**.
- **Certification:** Students will be awarded **Anukriti Prakashan Certificates** upon successful completion of the training.

2. Guaranteed Internship Program

- **Internship Duration:** 1 month in various activities of **Anukriti Prakashan**.
- **Exposure:** Students will be involved in **projects** and receive **experience letters** post-completion.
- **Learning Outcome:** Practical exposure to designing, printing, publishing, marketing, and digital media operations.

3. Career Advancement Guidance

- **Job-oriented Learning (JL):** Based on student performance, the selected interns will get Job-oriented Learning.
- **Skill Enhancement:** The collaboration will significantly enhance students' CVs by providing real-world experience and practical exposure.

20/3/25

Asma 20/3/25

Campus Visit

To further enrich the learning experience, **Anukriti Prakashan** will make campus visits, offering students an immersive experience into the publication-related works.

Proposed Itinerary:

- **Duration:** 2 hours
- **Activities:**
 - Guided tour of 'Shabd Samvaad' YouTube Channel.
 - Creative learning through Anugunjan journal.
 - Interactive sessions.
 - Workshop on career opportunities.
 - Q & A session with students.

This visit aims to **bridge academic learning with industry practices**, providing valuable insights, networking opportunities, and inspiration for future professionals.

Financial Involvement

- It is free of cost for the entire **training, internship, and other activities**.

Responsibilities of Anukriti Prakashan

- Provide **professional training and internship programs** to students in alignment with industry standards.
- Award **certificates and experience letters** to students upon successful completion.
- Make **campus visits** and ensure smooth execution of all proposed activities.

Responsibilities of BIUCM

- Nominate and facilitate student participation, if they are interested, in the **training, internship, and other programs**.
- Coordinate with Anukriti Prakashan or scheduling visits and other activities.
- Provide necessary academic support for students during their participation.

Mutual Agreement

- Both parties agree to work collaboratively to **promote academic-industry engagement** and foster a **culture of excellence**.

- Either party may terminate this MoU with **30 days' written notice**.

Validity and Term

This MoU shall remain in effect for a period of **3 years**, unless renewed or terminated by mutual agreement.

Signatories:

On behalf of **Anukriti Prakashan**:

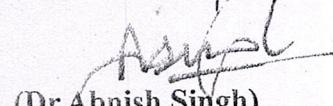


(Dr Lovelesh Dutt)

Designation: Publisher

Date: 20/3/25

On behalf of **BIU College of Management**:



(Dr Abnish Singh)

Designation: Principal

Date: 20/3/25

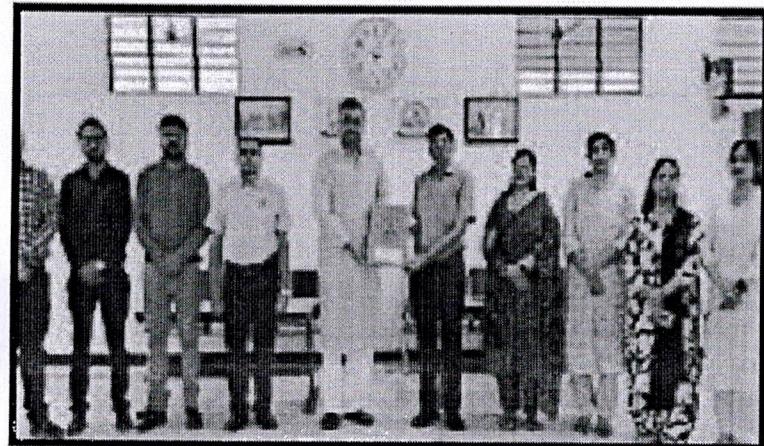
This MoU reflects the mutual understanding between **Anukriti Prakashan** and **BIU College of Management**, Bareilly International University to empower the students and bridge the gap between academic knowledge and industry practices.

कला संकाय मदरहुड विश्वविद्यालय ने 'बरेली इंटरनेशनल यूनिवर्सिटी' के साथ 'एमओयू' पर किये हस्ताक्षर

रुड़की। 'कला, मानविकी और सामाजिक विज्ञान संकाय' मदरहुड विश्वविद्यालय, रुड़की ने आपसी सहयोगों और नवाचार को बढ़ावा

श्रीपाल चौहान और उनकी टीम को शुभकामनाएं देते हुए कहा कि इस एमओयू के द्वारा नवाचार को बढ़ावा मिलेगा और इसका लाभ

सभी छात्र-छात्राओं को होगा। यह समझौता कला, मानविकी और सामाजिक विज्ञान संकाय मदरहुड विश्वविद्यालय के डॉन प्रो. (डॉ.) श्रीपाल चौहान और 'बीआईयूसीएचसीजे' के प्राचार्य प्रो. (डॉ.)



देने हेतु 'बरेली इंटरनेशनल यूनिवर्सिटी' के 'बीआईयू कॉलेज ऑफ हार्मेनिटीज एंड जर्नलिज्म' 'बीआईयूसीएचसीजे' के साथ एक 'एमओयू' (समझौता ज्ञापन) पर हस्ताक्षर किए हैं।

इस अवसर पर मदरहुड विश्वविद्यालय के कूलपति प्रो. (डॉ.) नरेन्द्र शर्मा ने डॉन प्रो. (डॉ.)

अवनीश सिंह चौहान के बीच आपसी सहमति से हुआ और इसके द्वारा भविष्य में होने वाले कार्यक्रमों पर एक राय बनाई गई, कि हम छात्रों के सवांगीण विकास के लिए 'एनईपी-2020' के तहत 'शैक्षणिक और शोध सहयोग, छात्रों के लिए प्रशिक्षण, संयुक्त सम्मेलन, सेमिनार और कार्यशालाएं, सांस्कृतिक पहल'

आदि जैसे सकारात्मक कार्य करेंगे। कूलपति प्रो. (डॉ.) नरेन्द्र शर्मा ने डॉन प्रो. (डॉ.) श्रीपाल चौहान, प्रो. (डॉ.) अलका गानी, डॉ. वंदना श्रीवास्तव, एसोसिएट प्रोफेसर डॉ. राजीव कुमार, अमित कुमार एवं दुनेश सिंह नंगी असिस्टेंट प्रोफेसर आदि को उनके प्रयासों के लिए प्रेरित करते हुए कहा कि कला संकाय के शिक्षकों को नवीन अनुसंधानों पर ध्यान केन्द्रित करते हुए आगे बढ़ना चाहिए। इस अवसर पर डॉन प्रो. (डॉ.) श्रीपाल चौहान ने 'बरेली इंटरनेशनल यूनिवर्सिटी' में रजिस्ट्रार डॉ. सुशील कुमार ठाकुर, प्रोफेसर डॉ. सुनील कुमार सिंह, अतुल बाबू, शिवाशु अग्निहोत्री, श्वेता सिंह, शालिनी सिंह, शिवओम शंखधार, पूर्वी सक्सेना, शिवानी मिश्रा, चमन बाबू आदि को भी शुभकामनाएं दी।



NEWS FIRST TODAY