

PRESCRIBED FORMAT APPLICATION
FOR
EXPRESSION OF INTEREST (EOI) FOR ENTERING INTO TIE UP WITH PRIVATE HOSPITAL FOR
TREATMENT OF REFERRAL & EMERGENCY CASES
AT APPROVED CGHS RATES FOR CASHLESS TREATMENT OF ALL RAILWAY BENEFICIARIES
UNDER MEDICAL DEPARTMENT/HOWRAH DIVISION.

1. NAME OF THE HOSPITAL/ADDRESS/TELEPHONE NUMBER/E-MAIL ID

2. EXPERIENCES OF WORKING IN THE MOU FORMAT IN PRIVATE SECTOR/ GOVT. SECTOR
(ATTACH DETAILS)

3. WE AGREE TO PROVIDE SERVICES AS PER LATEST CGHS (NON-NABH/NABH) RATES
APPLICABLE TO KOLKATA (ATTACHED ANNEXURE)

4. WE AGREE TO PROVIDE THE SERVICES TO THE RAILWAY BENEFICIARIES IN
FOLLOWING DISCIPLINES (ATTACHED ANNEXURE)

5. FOR THOSE SERVICES/INVESTIGATIONS/TREATMENT MODALITIES, WHICH ARE NOT
LISTED IN THE CGHS RATE, OUR HOSPITAL WILL PROVIDE THE SERVICES ON
HOSPITAL RATES _____% DISCOUNT, LIST OF WHICH ARE ENCLOSED
(ATTACHED ANNEXURE)

6. WE ALSO AGREE TO PROVIDE SERVICES ON BILL SYSTEM OF PAYMENT

7. OUR HOSPITAL OFFERS TO PROVIDE FREE AMBULANCE SERVICES (TYPE OF
AMBULANCE) FOR ALL REFERRAL PATIENTS TO AND FRO AT HOWRAH AND KOLKATA

8. WE HEREBY ENCLOSE A LIST OF THE FACILAITIES,WHICH ARE AVAILABLE WITH OUR HOSPITAL AS PER ANNEXURE _____.
9. WE ENCLOSE THE IN HOUSE HUMAN RESOURCES/SPECIALISATIONS, WHICH ARE AVAILABLE WITH OUR HOSPITAL AS PER ANNEXURE _____. THE INFRASTRUCTURAL FACILITIES OF OUR HOSPITAL IS ALSO ENCLOSED AS PER ANNEXURE _____.
10. WE ENCLOSE A COMPLETE TARIFF CHART OF OUR HOSPITAL COMPARING WITH CGHS RATES AS PER ANNEXURE_____.
11. OUR HOSPITAL HAS BEEN RECOGNISED FOR TREATMENT OF THE FOLLOWING GOVT. ORGANISATION/SEMI-GOVT. ORGANISATION/PRIVATE ORGANISATION AS PER ANNEXURE_____.
12. WE HOPE OUR ORGANISATION WILL BE CONSIDERED FOR TIE-UP WITH ORTHOPAEDIC HOSPITAL (DRH) HOWRAH FOR PROVIDING SERVICES TO THE RAILWAY BENEFICIARIES.

(All documents are to be signed and stamped by the Authorized signatory on all pages.)

SIGNATURE
AUTHORIZED SIGNATORY
(NAME : _____)

ADDRESS_____

PHONE NUMBER_____

EMAIL-ID_____

SEAL/STAMP

TERMS & CONDITIONS

1. DEFINITIONS & INTERPRETATIONS

- 1.1** The following terms and expressions shall have the following meanings for purposes of this tie-up.
- 1.1.1** “Agreement” shall mean the Agreement and all Schedules, supplements, appendices, appendages and modifications thereof made in accordance with the terms of this contract.
- 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** “Railway Medical Card” shall mean the RMA Card issued by the Railway Authorities.
- 1.1.4** “RMA Card Holder” shall mean a person having a RMA Card issued by the Railway Authorities.
- 1.1.5** “Railway Beneficiary” shall mean a person who is eligible for coverage of Medial Services provided by Railways
- 1.1.6** “Coverage” means the types of persons to be eligible as the beneficiaries of the Railway Health Services, subject to the terms, conditions and limitations.
- 1.1.7** “Emergency” shall mean any condition or symptom resulting from any cause, arising suddenly and if not treated at the early convenience, be detrimental to the health of the patient or will jeopardize the life of the patient.
- 1.1.8** “Empanelment” shall mean the hospitals, authorized by the Railway for treatment purposes for particular period.
- 1.1.9** “Hospital” shall mean the tie up private hospital performing under the Agreement providing medical treatment and the healthcare of Railway Beneficiaries.
- 1.1.10** “De-recognition of Hospital” shall mean debarring the hospital on account of adopting unethical practices or fraudulent means in providing medical treatment to or not following the good industry practices of the health care for the Railway Beneficiaries after following certain procedure of inquiry.
- 1.1.11** “Party” shall mean either the Railway or the Hospital and “Parties” shall mean both the Railway and the Hospital.
- 1.1.12** “CGHS Package Rate” shall mean all inclusive – including lump sum cost of inpatient treatment/day-care/diagnostic procedure for which a Railway 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/CCU charges. (ix) Monitoring charges. (x) Transfusion charges and Blood processing charges (xi) Pre-Anaesthetic check up and Anaesthesia charges. (xii) Operation theatre 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 post operative consultations.
- 1.1.13** Cost of implants/stents/grants is reimbursable in addition to Package Rates as per CGHS ceiling rates or as per actual, whichever is lower.

Contd....P/2.

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

- Toiletries.
- Sanitary napkins.
- Talcum powder
- Mouth fresheners
- Diet charges for patient attendant/s
- Telephone bills.
- Any other item as decided by Railway.

1.1.15 In cases of conservative treatment/ where there is no CGHS package rate, calculation of admissible amount would be done item wise as per CGHS KOLKATA 2014 rate or as per hospital rates, whichever is less and if no CGHS rates then hospital rates (with discount as fixed).

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

- Up to 12 days for Specialized (Super Specialities) treatment
- Up to 07 days for other Major Surgeries.
- Up to 03 days for Laparoscopic surgeries / Elective Angioplasty/ Normal Delivery.
- 01 day for day care/Minor (OPD) surgeries.

However, if the beneficiary has to stay in the hospital for his/her recovery for period more than the period covered in package rates, in exceptional cases, supported by relevant medical records and certified as such by hospital, the additional bill amount may be allowed to the hospital, which shall be limited to accommodation charges as per entitlement, investigations charges at approved rates, doctors visit charges (not more than 02 visits per day per visit by specialists/consultants) and cost of medicines for additional stay).

1.1.17 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 procedure / faulty investigation procedures etc.

1.1.18 The empanelled hospital cannot charge more than CGHS approved rates when a patient is admitted with valid Railway Medical 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 the Railway beneficiary) shall be considered unethical practice by the hospital and may lead to cancellation of contract. The applicable KOLKATA city-specific CGHS rates are available in the website of CGHS. The entire current rate schedule should be deemed to be an integral part of this contract and will be attached as Annexure with the formal Agreement.

2. DURATION OF CONTRACT

The contract shall remain in force for a period of 02 years or till it is modified or revoked, whichever is earlier. The contract may be extended for another year subject to fulfillment of all the terms and conditions of this contract and with mutual consent of both parties.

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

A. **GENERAL CONDITIONS**

The hospitals shall be empanelled for identified specialities which are not available or not possible to be dealt in Railway Hospitals. The different conditions for which cases will be referred are provided in Annexure A.

The hospitals shall investigate/treat the Railway beneficiaries only for the condition for which the patient has been referred to them. No undue/unnecessary investigation shall be done by the Hospital.

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

Railway has the right to monitor the treatment provided in the empanelled hospitals.

B. **AUTHORIZATION LETTER FOR TREATMENT**

The treatment/procedure shall be performed on the basis of the authorization letter issued by the CMS or authorized representative.

C. **INVESTIGATION 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 the package.

D. **ADDITIONAL PROCEDURE/INVESTIGATIONS**

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

E. **PROCEDURE WHERE REFERRED CASE NEEDS TREATMENT IN A SPECIALTY(S) WHICH ARE NOT AVAILABLE IN THE HOSPITAL**

The empanelled hospital 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 and transport the patient safely to the nearest Railway/Government/Empanelled Hospital under intimation to Railway Authorities. However, in such cases, the empanelled hospital will charge as per the CGHS rates only for the treatment provided.

F. **CHANGES IN INFRASTRUCTURE/STAFF TO BE NOTIFIED TO RAILWAY**

The Hospital shall immediately communicate to Railway Authorities 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 Railway. The new establishment of the same Hospital shall attract a fresh inspection, at the prescribed fee, for consideration of continuation of empanelment.

G. **ANNUAL REPORT**

The Hospital will submit an annual report regarding number of admitted Railway beneficiaries, bill submitted to the Railway and payment received. Annual audit report of the hospitals will also be submitted along with the statement. The Hospital shall submit all the medical records in digital format.

H. **MEETINGS**

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

I. **INSPECTIONS**

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

J. NO COMMERCIAL PUBLICITY

The Hospital will not make any commercial publicity projecting the name of Railway or Government of India. However, the fact of empanelment by the specific Railway Division/Zone shall be displayed at the premises of the empanelled health Care Organization indicating that the charges will be as per CGHS approved rates.

4. TREATMENT IN EMERGENCY

The following ailments may be treated as emergency which is illustrative only and not exhaustive depending on the condition of the patient.

- Acute Coronary Syndromes 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. Also emergency procedures like Coronary Artery Bye-pass Graft, Percutaneous, Transluminal Coronary Angioplasty.
- Acute Limb Ischemia, Rupture of Aneurysm, Medical and Surgical shock and peripheral circulatory failure.
- Cerebro-Vascular Accidents (Strokes), Sudden unconsciousness, Head injury, Cerebro-Meningeal Infections, Convulsions, Acute Paralysis,
- Respiratory failure, decompensated lung disease.
- Acute Visual loss.
- Acute abdomen.
- Road Traffic Accidents/with injuries including fall.
- Severe Hemorrhage due to any cause.
- Acute poisoning.
- Acute Renal Failure.
- Acute Obstetrical and Gynaecological emergencies.
- Electric injury.
- Any other life threatening condition.

In emergency the empanelled hospital will not refuse admission or demand an advance payment from the Railway beneficiary of his family member(s) and will provide credit facilities to the patient whether the patient is a serving employee or a pensioner, on production of a valid Railway Medical Card and the hospital shall submit the bill for reimbursement to the concerned Railway Authorities. The refusal to provide the treatment to bonafide Railway beneficiaries in emergency cases and other eligible categories of beneficiaries on credit basis, without valid ground, would attract disqualification for continuation of empanelment.

A Valid Medical Card will include UMID (Unique Medical Identity) Card where the beneficiary has opted to register with a Railway Medical Unit under Howrah Division, Eastern Railway and also valid CTSE (Cashless Treatment Scheme in Emergency) Card. The card will be treated as identification as Railway medical beneficiary.

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 direction.

The hospital will intimate all instances of patients admitted a emergencies without prior permission to Railway/Authorities **within 24 hours**.

5. ENTITLEMENTS FOR VARIOUS TYPES OF WARDS

The entitlements for various types of wards to the Railway beneficiaries shall be the same as in the case of CGHS beneficiaries. Accordingly, Railway beneficiaries are entitled to facilities of private, semi-private or general wards depending on their pay drawn in pay band/pension. These entitlements are amended from time to time and the latest order in this regard issued by M/s. H&FW needs to be followed. The entitlement is as follows:-

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

- 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. Semi-Private Ward is defined as a hospital room where two to three patients are accommodated and which has attached toilet facilities and necessary furnishings.
- c. General Ward is defined as a hall that accommodation four to ten patients.

Treatment in higher category of accommodation than the entitled category is not permissible.

6. APPROVED RATES TO BE CHARGED

- 6.1 The empanelled hospital shall charge from the Railway beneficiary as per the rates for a particular procedure/package deal as prescribed by the CGHS and which shall be attached as Annexure (rate list) to the contract agreement as an integral part of the contract. The rates notified by CGHS shall also be available on web site of Ministry of Health & Family Welfare or from the link <http://cghskolkata.nic.in/> . The rates accepted will be either the CGHS prescribed rates or as per agreed rates with Railways, whichever is lower.
- 6.2 The package rate will be calculated as specified above (1.1.12 to 1.1.18). No additional charge on account of extended period of stay shall be allowed if, that extension is due to infection as a consequence of surgical procedure or due to any improper procedure and is not justified.
- 6.3 The procedure and package rates for any diagnostic investigation, surgical procedure and other medical treatment for Railway beneficiary under this Agreement shall be as per the latest CGHS rate of KOLKATA list during the validity period of this Agreement. The empanelled health care organization agrees that during the in-patient treatment of the Railway beneficiary, the Hospital will not ask the beneficiary of his attendant to purchase separately the medicines/sundries/ equipment or accessories from outside and will provide the treatment within the package deal rate, fixed by the CGHS which includes the cost of all the items. Appropriate action, including removal from Railway empanelment and/or termination of this Agreement, may be initiated on the basis of a complaint, medical audit or inspections carried out by Railway team. The hospital shall agree to charge, CGHS rates to Railway beneficiaries on production of valid I-Card/Documentary proof, even though treatment is not sought as referred Railway beneficiary but they are attending in emergency.

7. MODE OF PAYMENT FOR TREATMENT OF BENEFICIARIES.

Payment will be made through bill/bills and it should be submitted to office of CMS/Howrah, Eastern Railway in duplicate along with photocopy of Medical Card, Railway referral letter or consent of authorized Medical Officer for emergency treatment, all vouchers for treatment and investigations in favour of the Railway beneficiary within 6 (six) months from date of discharge of the patient.

8. MEDICAL AUDIT OF BILLS

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

9. DUTIES AND RESPONSIBILITIES OF EMPANELLED HEALTH CARE ORGANIZATIONS.

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

10. NON-ASSIGNMENT

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

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

11.1 The empanelled Hospital is responsible for and obliged to conduct all contracted activities in accordance with the Agreement using state-of-the art methods and economic principles and exercising all means available to achieve the performance specified in the agreement. The hospital is obliged to act within its own authority and abide by the directives issued by the Railway. The Hospital is responsible for managing the activities of its personnel and will hold itself responsible for their misdemeanors, negligence, misconduct or deficiency in services, if any.

11.2 For over-billing and unnecessary procedures, the extra amount so charged will be deducted from the pending future bills of the empanelled Hospital and the Railway 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 referred to that particular Health Care Organization of De-recognition from Railways.

12. PERFORMANCE BANK GUARANTEE (PBG)

Health Care Organization that are recommended for empanelment after the initial assessment shall also have to furnish a performance bank guarantee worth ₹ 200,000 (Rupees Two Lakhs) only valid for a period of 30 (thirty) months i.e. to say 6 (six) months beyond empanelment period to ensure efficient service and to safeguard against any default. (PBG for charitable organization will be 50% of above amount). In case of single speciality hospitals, its PBG will be ₹ 50,000 (Rupees Fifty Thousand) only.

13. TERMINATION FOR DEFAULT

13.1 The Railway may, without prejudice to any other remedy for breach of Agreement by written notice of default sent to the Hospital terminating the Agreement in whole or part -

13.1.1 If the empanelled Hospital fails to provide any or all of the services for which it has been empanelled within the period(s) specified in the Agreement or within any extension thereof, if granted by the Railway, pursuant to Condition of Agreement, or if the Health Care Organization fails to perform any other obligation(s) under the Agreement.

13.1.2 If the hospital in the judgment of the Railway has engaged in corrupt or fraudulent practices in competing for or in executing the Agreement.

13.1.3 In case of any wrong doings as specified in Memorandum of Agreement by one hospital Railway reserves the right to remove all empanelled hospitals of that practice group from its empanelled list of hospitals.

14. IDEMNITY

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

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

15. ARBITRATION

If any dispute or difference of any kind whatsoever (the decision whereof is not herein otherwise provided for) shall arise between the Railway and the Hospital, upon or in relation to or in connection with or arising out of the Agreement, shall be referred to for arbitration by the PCMD of the zone (In case of PU, neighboring zone) who will give written award of his decision to the parties. The decision of the PCMD will be final and binding. The provisions of the Arbitration and Conciliation Act, 1996 shall apply to the arbitration proceedings. The venue of the arbitration proceedings shall be at the city of PCMD office.

16. MISCELLANEOUS

16.1 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 Railway and the Health Care Organization. The Health Care Organization shall work or perform their duties under this Agreement or otherwise.

16.2 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 Railway.

16.3 The Railway 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 Railway beneficiary or any third party resulting from or by any operation conducted by and on behalf of the Hospital or in the course of doing its performance of the medical services shall be borne exclusively by the Hospital who shall alone be responsible for the defect and /or deficiencies in rendering such services.

16.4 The Hospital shall notify the Government /Railway Hospital 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.

16.5 This Agreement can be modified or altered only on written agreement signed by both the parties.

16.6 Should the Hospital get wound up or partnership is dissolved, the RAILWAY shall have the right to terminate the Agreement. The termination of Agreement shall not relieve the hospital or their heirs and legal representatives from the liability in respect of the services provided by the Health Care Organization during the period when the Agreement was in force.

16.7 The Hospital shall bear all expenses incidental to the preparation and stamping of this agreement.

17. OTHER SERVICES TO BE PROVIDED

The empanelled Private Health Care Organization will on the request of RAILWAY, agree to provide training to RAILWAY medical, Para-medical and Nursing Staff.

18. EXIT FROM THE PANEL

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

19. NOTICES

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 given in the formal Agreement.

ANNEXURE-A

SPECIALITIES IDENTIFIED FOR TREATMENT

- 1 Orthopaedic patients with difficult co-morbid conditions.
- 2 Neurosurgical patients.
- 3 Patients with vascular compromise.
- 4 Complicated Orthopaedic problems.
- 5 Plastic or Reconstructive Surgery.
- 6 Fasciomaxillary Surgery.
- 7 Polytrauma with head injury, visceral injury & ARDS (Acute Respiratory Distress Syndrome) etc.
- 8 Ortho Oncology.
- 9 Complicated General Surgical patients needing multispecialty management.
- 10 Complicated Cardiac and Thoracic Surgical patient.
- 11 Paediatric and Neonatology, NICU, PICU, Paediatric Surgery.
- 12 Complicated medical including respiratory, Renal cardiac cases.
- 13 Gynae Oncology.
- 14 Gynaecological and Obstetrics patients with co-existing medical complications, Ectopic Pregnancy etc.
- 15 Eye Emergencies and cases needing Vitreo Retinal (VR) surgeries.
- 16 Complicated ENT cases including ENT emergencies.
- 17 Emergency Treatment as per Annexure-1 of Railway Board's letter dated 28.12.2020 (Clause 4)

Above mentioned broad head line specialities identified for railway beneficiaries treatment which are not available or not possible to dealt in this hospital.